

Thurston Conservation District Board of Supervisors
Board Meeting Agenda
December 16th, 2021 5:30pm-8pm



Zoom Meeting Link:

<https://zoom.us/j/91658577844?pwd=cDgvaC9jcWRBU0luUFFHc1lrb3hLQT09>

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. November 18, 2021 Board Meeting Minutes | |
| B. November 2021 Financial Report | |
| C. WSCC Addendum: 22-13-FL | |
| D. EcoStudies Western SARE Sub-Agreement | |
| E. NACD Landowner Outreach & TA MOA | |
| F. RCO Scatter Creek S. Tributaries Project Development Agreement | |
| 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. 2022 Thurston Conservation District Budget, All – Action Item | 6:10 PM
<i>5 minutes</i> |
| 7. COVID-19 Update, Sarah Moorehead | 6:15 PM
<i>5 minutes</i> |
| 8. Governance, All – Action Item | 6:20 PM
<i>15 minutes</i> |
| A. Draft 2022 Thurston Conservation District Annual Work Plan | |
| B. Conservation and Education Center Update | |

- C. WACD Annual Meeting Debrief
- D. 2022 Board Meeting Schedule
- E. January 2022 Work Session Topic List Development

9. Board of Supervisor Reports, All	6:35 PM 5 minutes
10. Executive Director Report, Sarah Moorehead	6:40 PM 5 minutes
11. Closed Session: To Discuss Collective Bargaining Negotiations	6:45 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>	
12. 2022-2024 Thurston Conservation District Collective Bargaining Agreement, All – Action Item	7:00 PM 5 minutes
13. Executive Session: To Discuss Performance of the Executive Director	7:05 PM 45 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. Executive Session Report Out, All – Action Item	7:50 PM 5 minutes
Adjourn	7:55 PM

Important Dates

December

1 st	WACD Board In-Person Orientation 9am – 3pm	Murano Hotel, Tacoma
16 th	TCD Board Meeting 5:30-8pm	Virtual (Zoom)
24 th	<i>TCD Closed – Christmas (Observed)</i>	
31 st	<i>TCD Closed – New Year’s Eve (Observed)</i>	

January

13 th	TCD Work Session 3pm – 5pm	Virtual (Zoom)
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17th *TCD Closed – Martin Luther King Jr. Day*

27th TCD Board Meeting 5:30-8pm

Virtual (Zoom)

Item

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Thurston Conservation District Consent Agenda Decision Sheet December 16, 2021 Board Meeting



- A. November 28, 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
- B. November 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
- C. WSCC Addendum: 22-13-FL
 - a. Proposed action: accept without amendment and approve.
 - b. Action taken:
 - c. ☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to future meeting
- D. EcoStudies Western SARE Sub-Agreement
 - a. Proposed action: accept without amendment and approve.
 - b. Action taken:
 - c. ☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to future meeting
- E. NACD Landowner Outreach & TA Grant
 - a. Proposed action: accept without amendment and approve.
 - b. Action taken:
 - c. ☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to future meeting
- F. RCO Scatter Creek S. Tributaries Project Development Agreement
 - 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
DECEMBER 16, 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

Item

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Thurston Conservation District Board of Supervisors

Regular Board Meeting Minutes

November 18, 2021

Virtual GoToMeeting

Meeting Time: 5:30pm – pm

Originally scheduled: 5:30pm – 7:40pm



Present at Meeting:

TJ Johnson, TCD Chair

Helen Wheatley, TCD Vice-Chair

Betsie DeWreede, TCD Board Supervisor

David Iyall, TCD Board Supervisor

Doug Rushton, TCD Board Supervisor

Ben Cushman, TCD Attorney

Sarah Moorehead, TCD Executive Director

Leah Kellogg, TCD Staff

Alena Reynolds, Department of Ecology

Summary of Action Items

- 1 • **ACTION ITEM:** Executive Director Moorehead, Supervisor Rushton and TCD Attorney
2 Cushman will research the *Code of Ethics for Municipal Officers RCW42.23* to ensure
3 TCD is in compliance and will report their findings to the Board.
- 4 • **ACTION ITEM:** The Board asked that TCD's Election Lead Nora Carmen-White consider
5 potential research strategies to collect TCD voter demographic data. Proposed
6 strategies for reaching a more diverse electorate will be presented for review by the
7 WSCC, Thurston County Auditor and TCD Legal.
- 8 • **ACTION ITEM:** The 2022 TCD Budget will be added to the Dec 16, 2021 Board Meeting
9 Agenda as an Action Item.

Summary of Motions Passed

- 11 • *Supervisor DeWreede moved to adopt the revised Agenda. Supervisor Wheatley*
12 *seconded. Motion passed unanimously, (4-0). Supervisor Iyall was not present.*
- 13 • *Supervisor DeWreede moved to approve the revised Consent Agenda. Supervisor*
14 *Wheatley seconded. Motion passed unanimously, (4-0). Supervisor Iyall was not*
15 *present.*
- 16 • *Supervisor DeWreede moved to approve the revised October 28, 2021 Board Minutes.*
17 *Supervisor Iyall seconded. Motion passed unanimously, (5-0).*
- 18 • *Supervisor Rushton moved to adopt the revised TCD Resolution #2021-07: To Establish*
19 *the 2022 TCD Election Date, Time, Location & Method. Supervisor DeWreede*
20 *seconded. Motion passed unanimously, (5-0).*
- 21 • *Supervisor Rushton moved to adopt the revised TCD Resolution #2021-08: Budget*
22 *Development & Implementation. Supervisor DeWreede seconded. Motion passed*
23 *unanimously, (5-0).*

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

Full Version of the Minutes

Welcome & Introductions

At 5:30pm TCD Board Chair TJ Johnson called the November 18, 2021 Regular Board Meeting to order via the online forum, Zoom. Thurston CD Board and Staff were introduced by the Board Chair. For each vote, TCD Chair Johnson called out Supervisors by name. He announced the meeting was being video recorded. Supervisor Iyall joined later in the meeting.

Agenda Review

- Item 3A, *October 28, 2021 Board Meeting Minutes* was removed from the Consent Agenda and moved to Item 4.

Supervisor DeWreede moved to adopt the revised Agenda. Supervisor Wheatley seconded. Motion passed unanimously, (4-0). Supervisor Iyall was not present.

Consent Agenda

- Shore Friendly South Sound - Interlocal Agreement 21-23 Amendment
- WSCC Shellfish Cost Share Contract #17628
- WSCC NRI Cost Share Contract #17977

Supervisor DeWreede moved to approve the revised Consent Agenda. Supervisor Wheatley seconded. Motion passed unanimously, (4-0). Supervisor Iyall was not present.

Supervisor Iyall joined the meeting.

October 28, 2021 Board Meeting Minutes

- The 10-28-21 Board Meeting Minutes were live edited.

Supervisor DeWreede moved to approve the revised October 28, 2021 Board Minutes. Supervisor Iyall seconded. Motion passed unanimously, (5-0).

Public Comment

No members of the public gave comment.

Partner Reports

- A. Natural Resources Conservation Service (NRCS), *Robin Buckingham*
 - Robin Buckingham was not present. Robin submitted a written report.
- B. Department of Ecology (DOE), *Alena Reynolds*
 - Alena Reynolds provided a monthly update.
- C. Washington State Conservation Commission (WSCC) Update, *Jean Fike*
 - Jean Fike was not present.

D. Washington Association of Conservation Districts (WACD) Update, *Supervisor Rushton*

- A written update was provided in the Board Packet.
- Municipal Research and Services Center (MRSC) met with WACD and provided guidance on the Open Public Meetings Act and other forms of public disclosure. Supervisor Rushton reported that the District needs to identify Staff Municipal Officers and comply with other requirements established in the *Code of Ethics for Municipal Officers RCW42.23*.

ACTION ITEM: Executive Director Moorehead, Supervisor Rushton and TCD Attorney Cushman will research the *Code of Ethics for Municipal Officers RCW42.23* to ensure TCD is in compliance and will report their findings to the Board.

E. National Association of Conservation Districts (NACD) Update, *Supervisor Rushton*

- A written update was provided in the Board Packet.

Staff Presentation: Justice, Equity, Inclusion and Diversity at TCD, *Executive Director Moorehead*

ACTION ITEM: The Board asked that TCD's Election Lead Nora Carmen-White consider potential research strategies to collect TCD voter demographic data. Proposed strategies for reaching a more diverse electorate will be presented for review by the WSCC, Thurston County Auditor and TCD Legal.

TCD Resolution #2021-07: To Establish the 2022 TCD Election Date, Time, and Location & Method

- Resolution #2021-07 was live edited.

Supervisor Rushton moved to adopt the revised TCD Resolution #2021-07: To Establish the 2022 TCD Election Date, Time, Location & Method. Supervisor DeWreede seconded. Motion passed unanimously, (5-0).

Supervisor TJ Johnson announced that he will run again for TCD Board Supervisor in the 2022 Election.

2022 Budget Development

- Executive Director Moorehead presented the Proposed Consolidated 2022 Unrestricted and Restricted Budgets.
 - TCD's Budget has grown from \$680K to more than \$2M in the last two years, mainly due to the staff's grant writing and project development efforts.

ACTION ITEM: The 2022 TCD Budget will be added to the Dec 16, 2021 Board Meeting Agenda as an Action Item.

COVID-19 Update

- TCD Staff continues to follow established Covid-19 protocols and guidelines.

Governance

A. Conservation and Education Center (CEC) Update

- Staff is working with Beckwith Consulting to refine CEC Stakeholder Interview Questions.

B. Supervisor Johnson described his walk-through at Spokane Conservation District's (SCD) newly built facility and grounds with SCD's Executive Director, Vicky Carter.

C. Draft TCD Resolution #2021-08: Budget Development & Implementation

- The Resolution #2021-08: Budget Development & Implementation was live edited.

Supervisor Rushton moved to adopt the revised TCD Resolution #2021-08: Budget Development & Implementation. Supervisor DeWreede seconded. Motion passed unanimously, (5-0).

D. December 16, 2021 Board Meeting Agenda Development

- Consent Agenda
 - November 18, 2021 Board Meeting Minutes
 - November 2021 Financial Report
 - EcoStudies Western SARE Sub-Agreement
 - EcoStudies WCRRI Sub-award
 - NACD Landowner Outreach & TA Grant
- Staff Presentation: TBD
- 2022 TCD Budget
- COVID-19 Update
- Governance
 - Conservation and Education Center Update
 - WACD Annual Meeting Debrief
 - 2022 Board Meeting Schedule
 - January 2022 Work Session Topic List Development
- Closed Session: To Discuss Collective Bargaining Negotiations
- 2022-2024 TCD Collective Bargaining Agreement
- Executive Session: To Discuss Performance of the Executive Director

Other Reports

A. Board of Supervisors Report

- Supervisor Wheatley provided a report on the Thurston Regional Planning Council (TRPC) meeting.
- Supervisor Rushton attended WACD's Annual Conference, which has held meetings throughout the month of November.

- 127 • Supervisor Johnson reported on the Food and Farm Symposium he attended in
128 Spokane, Washington.
- 129 B. Executive Director Report
- 130 • Staff will compile the Draft TCD 2022 Annual Plan that will be discussed by the
131 Supervisors at the December 16, 2021 Board Meeting.
- 132 • As part of the Records Retention and Management project, staff learned that
133 TCD was established in 1948 - not in 1947 as previously thought. Staff will
134 change the District's establishment date in all documents and outreach media.
- 135 • The 2021 TCD Awards Program has concluded. Awardees, from an array of
136 categories, will receive a plaque and commemorative video to honor their hard
137 work and dedication to conservation efforts in Thurston County.
- 138 • Executive Director Moorehead will provide a link for Board Members to provide
139 comment on the Department of Ecology's changes to their policies on agriculture
140 water rights.

141 **Closed Session: To Discuss Collective Bargaining Negotiations**

142 In attendance: TCD Board Members, Executive Director Moorehead, and TCD Legal Counsel Ben
143 Cushman

144 *RCW 42.30.140(4)(a) Collective bargaining sessions with employee organizations, including*
145 *contract negotiations, grievance meetings, and discussions relating to the interpretation or*
146 *application of a labor agreement; or (b) that portion of a meeting during which the governing*
147 *body is planning or adopting the strategy or position to be taken by the governing body during*
148 *the course of any collective bargaining, professional negotiations, or grievance or mediation*
149 *proceedings, or reviewing the proposals made in the negotiations or proceedings while in*
150 *progress.*

151 Closed Session opened at 7:15pm to last no more than 15 minutes, and it concluded at 7:26pm.

152 **Closed Session Report Out**

153 No action was taken. Feedback was given to the District negotiating team. The topic will be
154 revisited at the December 16, 2021 Board Meeting.

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

Adjourn 7:27pm

Respectfully,

X

TJ Johnson
TCD Board Chair

Thurston Conservation District November 2021 Financial Notes



Just a reminder... This financial packet includes the November 2021 Financial Report. The December report will be distributed in January when we will also provide the 2021 Year-End Financial Report.

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

1. The District realized the large Rates & Charges payment for \$183,345.85 in October. This means that TCD is once again reporting a Year-to-Date net positive income (\$97,667.98).

Profit & Loss Prev Year Comparison (Page 4)

2. Please notice the 58.5% increase in Plant Sales income compared to 2020 and the 127.7% increase in Soil Testing income.

Balance Sheet (Page 5)

3. The \$125,000 that was moved from the Reserve Fund to the operating Checking Account was not returned to the Reserve Fund until November; so you will still see the lower Reserve Fund bank balance in this financial report.

Unrestricted Budget vs Actual (Pages 8 & 9)

4. 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. 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. In October, TCD exceeded its Administrative Salaries & Benefits budget by 3.6% (line 32). This overage is a result of a number of factors:
 - Mid-year 2021, we changed the way we calculated administrative staff salary & benefits expenses. We now calculated these expenses more conservatively, using administrative staff comp rates, to include indirect expenses like paid leave.
 - When we calculated the 2021 Budget, we did not account for staff promotions and merit pay increases. For the 2022 Budget, we now pro-rate for likely staff pay increases.
 - Part-time administrative staff members have been working more hours than was budgeted in 2021. This time has been necessary to design, test and implement new administrative and financial controls, systems, and process – mostly in SmartSheets.

Thurston Conservation District

Profit & Loss

January through October 2021

	Jan - Oct 21
Ordinary Income/Expense	
Income	
3431100 · Retail Sales	
3431110 · Plant Sales	27,073.53
3411140 · TCD Equipment Rentals	2,360.95
3431130 · Soil Testing	4,082.51
3431120 · Rental Income	681.16
Total 3431100 · Retail Sales	34,198.15
3611100 · Interest Income	114.31
3300000 · Grant Revenue	1,125,902.69
3685100 · Partner Fee for Service	4,049.77
3685201 · Rates and Charges	516,505.29
Total Income	1,680,770.21
Gross Profit	1,680,770.21
Expense	
5966699 · Vehicle Allocation	0.00
5314999 · Overhead Allocation	0.00
5531010 · Salaries & Benefits	1,003,558.15
5314101 · Legal Fees & Services	22,141.00
5314102 · Audit & Accounting	4,945.10
5314103 · Computer Services	15,654.47
5314100 · Professional Services	134,820.98
5314400 · Advertising	1,866.41
5314117 · Soil Testing	2,809.40
5314104 · Janitorial Services	6,533.00
5314501 · Office Rent	43,680.00
5314700 · Utilities	6,283.69
5314503 · Equipment Leases	3,812.39
5314504 · Vehicle Leases	4,681.60
5314200 · Communications	9,462.96
5313102 · Photocopier Usage	683.13
5314505 · Software Licenses	16,651.66
5354800 · Repairs & Maintenance	3,441.44
5313101 · Office Supplies	4,168.11
5314202 · Postage & Shipping	1,801.89
5313401 · Plants for Resale	17,763.48
Project Expenses	21,753.35
5314902 · Organizational Dues & Licenses	7,357.48
5314203 · Printing Services	1,108.77
5314307 · Licenses and Permits	117.00
5314302 · Staff - Conference & Training	2,145.92
5314300 · Staff - Travel	5,653.37
5314301 · Board Travel	68.32
5314108 · Construction & Landscaping	99,246.03
5314109 · Cost Share	75,267.64
5314110 · Bank Fees & Interest Charges	586.22
5314600 · Liability Insurance Premiums	17,321.98
5314111 · Late Fees & Penalties	382.57
66300 · Sales Tax Adjustments	45.24
5945360 · Capital Outlays	
5966601 · Equipment & Office Furniture	1,309.37
5966402 · Computer Hardware	7,588.53
5966400 · Machinery and Tools	24,491.58
5966604 · Vehicle Purchases	13,900.00
Total 5945360 · Capital Outlays	47,289.48
Total Expense	1,583,102.23
Net Ordinary Income	97,667.98
Net Income	97,667.98

Thurston Conservation District
Profit & Loss
October 2021

	Oct 21
Ordinary Income/Expense	
Income	
3431100 · Retail Sales	
3431110 · Plant Sales	11,827.13
3411140 · TCD Equipment Rentals	261.36
3431130 · Soil Testing	508.53
3431120 · Rental Income	65.94
Total 3431100 · Retail Sales	12,662.96
3611100 · Interest Income	2.06
3300000 · Grant Revenue	144,163.06
3685100 · Partner Fee for Service	1,452.44
3685201 · Rates and Charges	183,345.85
Total Income	341,626.37
Gross Profit	341,626.37
Expense	
5966699 · Vehicle Allocation	0.00
5314999 · Overhead Allocation	0.00
5531010 · Salaries & Benefits	109,235.57
5314101 · Legal Fees & Services	2,000.00
5314102 · Audit & Accounting	376.23
5314103 · Computer Services	1,316.00
5314100 · Professional Services	16,389.50
5314400 · Advertising	144.41
5314117 · Soil Testing	320.00
5314104 · Janitorial Services	750.00
5314501 · Office Rent	4,368.00
5314700 · Utilities	421.87
5314503 · Equipment Leases	546.63
5314504 · Vehicle Leases	1,034.52
5314200 · Communications	807.16
5313102 · Photocopier Usage	214.91
5314505 · Software Licenses	176.11
5354800 · Repairs & Maintenance	202.40
5313101 · Office Supplies	186.42
5314202 · Postage & Shipping	50.14
Project Expenses	2,079.45
5314902 · Organizational Dues & Licenses	775.00
5314307 · Licenses and Permits	117.00
5314302 · Staff - Conference & Training	781.97
5314300 · Staff - Travel	283.37
5314108 · Construction & Landscaping	38,953.58
5314110 · Bank Fees & Interest Charges	15.00
5314600 · Liability Insurance Premiums	2,072.33
66300 · Sales Tax Adjustments	2.22
5945360 · Capital Outlays	
5966601 · Equipment & Office Furniture	342.32
5966402 · Computer Hardware	148.52
5966400 · Machinery and Tools	16,036.08
Total 5945360 · Capital Outlays	16,526.92
Total Expense	200,146.71
Net Ordinary Income	141,479.66
Net Income	141,479.66

Thurston Conservation District

Profit & Loss Prev Year Comparison

January through October 2021

	Jan - Oct 21	Jan - Oct 20	\$ Change	% Change
Ordinary Income/Expense				
Income				
3431100 · Retail Sales				
3431110 · Plant Sales	27,073.53	17,086.37	9,987.16	58.5%
3411140 · TCD Equipment Rentals	2,360.95	3,561.48	-1,200.53	-33.7%
3431130 · Soil Testing	4,082.51	1,793.13	2,289.38	127.7%
3431120 · Rental Income	681.16	1,073.51	-392.35	-36.6%
Total 3431100 · Retail Sales	34,198.15	23,514.49	10,683.66	45.4%
3611100 · Interest Income	114.31	35.80	78.51	219.3%
3300000 · Grant Revenue	1,125,902.69	636,059.73	489,842.96	77.0%
3685100 · Partner Fee for Service	4,049.77	0.00	4,049.77	100.0%
3685201 · Rates and Charges	516,505.29	514,880.11	1,625.18	0.3%
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	1,680,770.21	1,175,739.72	505,030.49	43.0%
Gross Profit	1,680,770.21	1,175,739.72	505,030.49	43.0%
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	1,003,558.15	747,624.33	255,933.82	34.2%
5314101 · Legal Fees & Services	22,141.00	23,407.50	-1,266.50	-5.4%
5314102 · Audit & Accounting	4,945.10	3,650.45	1,294.65	35.5%
5314103 · Computer Services	15,654.47	14,496.07	1,158.40	8.0%
5314100 · Professional Services	134,820.98	7,431.87	127,389.11	1,714.1%
5314400 · Advertising	1,866.41	2,534.40	-667.99	-26.4%
5314117 · Soil Testing	2,809.40	2,738.20	71.20	2.6%
5314104 · Janitorial Services	6,533.00	3,188.02	3,344.98	104.9%
5314501 · Office Rent	43,680.00	43,160.00	520.00	1.2%
5314700 · Utilities	6,283.69	4,378.45	1,905.24	43.5%
5314503 · Equipment Leases	3,812.39	2,485.61	1,326.78	53.4%
5314504 · Vehicle Leases	4,681.60	57.85	4,623.75	7,992.7%
5314200 · Communications	9,462.96	8,972.05	490.91	5.5%
5313102 · Photocopier Usage	683.13	1,166.60	-483.47	-41.4%
5314505 · Software Licenses	16,651.66	3,993.46	12,658.20	317.0%
5354800 · Repairs & Maintenance	3,441.44	691.15	2,750.29	397.9%
5313101 · Office Supplies	4,168.11	2,393.25	1,774.86	74.2%
5314202 · Postage & Shipping	1,801.89	1,520.33	281.56	18.5%
5313401 · Plants for Resale	17,763.48	11,761.22	6,002.26	51.0%
Project Expenses	21,753.35	13,062.70	8,690.65	66.5%
5314902 · Organizational Dues & Licenses	7,357.48	6,624.89	732.59	11.1%
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%
5314307 · Licenses and Permits	117.00	0.00	117.00	100.0%
5314302 · Staff - Conference & Training	2,145.92	885.00	1,260.92	142.5%
5314300 · Staff - Travel	5,653.37	2,518.87	3,134.50	124.4%
5314301 · Board Travel	68.32	188.03	-119.71	-63.7%
5314108 · Construction & Landscaping	99,246.03	39,656.86	59,589.17	150.3%
5314109 · Cost Share	75,267.64	36,789.03	38,478.61	104.6%
5314110 · Bank Fees & Interest Charges	586.22	1,135.53	-549.31	-48.4%
5314600 · Liability Insurance Premiums	17,321.98	13,918.84	3,403.14	24.5%
5314111 · Late Fees & Penalties	382.57	528.51	-145.94	-27.6%
66300 · Sales Tax Adjustments	45.24	23.85	21.39	89.7%
66900 · Reconciliation Discrepancies	0.00	-3.51	3.51	100.0%
5945360 · Capital Outlays				
5966601 · Equipment & Office Furniture	1,309.37	7,670.34	-6,360.97	-82.9%
5966402 · Computer Hardware	7,588.53	10,327.02	-2,738.49	-26.5%
5966400 · Machinery and Tools	24,491.58	0.00	24,491.58	100.0%
5966604 · Vehicle Purchases	13,900.00	0.00	13,900.00	100.0%
Total 5945360 · Capital Outlays	47,289.48	17,997.36	29,292.12	162.8%
Total Expense	1,583,102.23	1,021,662.07	561,440.16	55.0%
Net Ordinary Income	97,667.98	154,077.65	-56,409.67	-36.6%
Net Income	97,667.98	154,077.65	-56,409.67	-36.6%

Thurston Conservation District

Balance Sheet

As of October 31, 2021

	Oct 31, 21
ASSETS	
Current Assets	
Checking/Savings	
3081001 · Checking-7444 Timberland	47,626.80
3088020 · Savings Accounts	
3082002 · Saving-6568 Reserve Fund	5,139.18
3082003 · Saving-2410 Education Center	20,008.60
Total 3088020 · Savings Accounts	25,147.78
3088030 · Counter Cash	100.00
3088040 · PayPal Account	3,694.33
Total Checking/Savings	76,568.91
Accounts Receivable	358,063.63
Other Current Assets	
3090500 Prepaid Accounts	
3090501 · 309.05.01 Prepaid Insurance	21,151.34
3090506 · Security Deposit - Ferguson ST	3,835.00
Total 3090500 Prepaid Accounts	24,986.34
3092000 · 309.20.00 Cash on Hand	211,730.02
Total Other Current Assets	236,716.36
Total Current Assets	671,348.90
TOTAL ASSETS	671,348.90
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	61,635.46
Credit Cards	6,689.75
Other Current Liabilities	
3861100 · Sales Tax Payable	1,171.51
3861000 · Payroll Liabilities	
3861008 · Union Dues	865.03
3861005 · PERS Deferral Payable	12,073.35
3861007 · State Unemployment Payable	840.41
3861009 · State L&I Payable	-382.99
3861010 · WA - Family & Medical Leave	1,080.40
3861011 · Vacation & Sick Leave Payable	77,945.63
Total 3861000 · Payroll Liabilities	92,421.83
Total Other Current Liabilities	93,593.34
Total Current Liabilities	161,918.55
Total Liabilities	161,918.55
Equity	
3200000 Opening Bal Equity	287,545.21
3201000 Retained Earnings	124,217.16
Net Income	97,667.98
Total Equity	509,430.35
TOTAL LIABILITIES & EQUITY	671,348.90

Restricted Budget vs Actual



As of October 31, 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	379,555	260,009	119,546		
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	65,447	69,918	16.85%	19.22%
4	ASRP Independence	R040	05/15/20	12/31/21	93,600	85,522	69,163	16,359	89.77%	74.99%
5	ASRP Riverbend	R050	05/15/20	12/31/21	86,000	85,066	51,796	33,270	89.77%	61.31%
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	35,098	17,377	17,721		
10	Deschutes	E100	07/01/19	04/30/22	244,401	35,098	17,377	17,721	82.51%	21.77%
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	24.25%	0.00%
13	WSCC				1,655,514	427,663	381,732	45,931		
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	3,615	1,385	16.85%	18.07%
16	Skookumchuck Planting	W030	04/01/20	12/31/24	744,780	190,772	181,832	8,940	33.35%	40.12%
17	FY19-21 Chehalis Flood Plain	W050	03/01/18	10/30/21	272,183	74,513	74,500	13	100.07%	100.00%
18	FY21-23 Chehalis Flood Plain	W050	07/01/21	06/30/23	TBD	TBD	1,212	NA	16.85%	
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	3,432	5,943	16.85%	1.83%
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	3,787	2,313	16.85%	18.56%
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	1,357	2,196	16.85%	1.73%
25	Miscellaneous				95,290	59,366	39,368	19,998		
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	2,177	1,423	78.73%	60.47%

	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	26,446	425	100.00%	99.15%
29	Orca Recovery Day	M060	07/01/19	until spent	5,940	1,215	65	1,150	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	349,423	214,394	135,030		
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	32,537	14,032	16.85%	21.69%
37	Shellfish NTA	TC600	07/01/19	09/30/22	130,525	49,680	49,678	Closed	71.89%	100.00%
38	NTAqua	TC700	07/01/19	09/30/22	196,000	82,949	71,713	11,236	71.89%	42.14%
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	44,483	3,576	40,907	28.87%	6.84%
41	TC Riparian Streamside Wasserman	TC520	07/01/21	08/30/22	76,505	58,211	24,266	33,944	28.87%	31.72%
42	TC Riparian Streamside Wolt/Morley	TC530	07/01/21	08/30/22	49,964	43,806	8,918	34,888	28.87%	17.85%
43	Partner Fee for Service				5,651	5,651	2,597	3,054		
44	South Puget Sound Salmon	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	75.30%	42.93%
46	South Sound GREEN				130,922	112,358	89,443	22,916		
47	Interlocal	G019-SS	01/01/21	12/31/21	51,808	51,808	49,801	2,007	83.29%	96.13%
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	McLane Trail	G019.10	08/01/21	12/31/21	5,000	5,000	125	4,875	60.13%	2.50%
50	WCS Mini Grant	G019.50	11/19/20	until spent	500	500	481	19	NA	96.26%
51	ESD 113 Climate Education	G019.10	06/01/21	NA	3,000	3,000	3,000	Closed	NA	100.00%
52	TCC	TCC	01/01/21	until spent	46,576	40,350	24,335	16,016	NA	81.49%

Unrestricted Budget vs Actual



October 83.33%

	Account Name	2021 Budget	2021 Actual	\$ Over Budget	% of Budget
1	Income	875,144	801,602	-73,542	91.6%
2	3431100 · Retail Sales	38,234	34,292	-3,942	89.7%
3	3411140 · TCD Equipment Rentals	3,000	2,361	-639	78.7%
4	3431130 · Soil Testing	3,500	4,083	583	116.6%
5	3431120 · Rental Income	900	661	-239	73.4%
6	3611100 · Interest Income	125	114	-11	91.5%
7	3431110 · Plant Sales	30,709	27,074	-3,636	88.2%
8	3670000 · Contributions Private	0	0	0	
9	3300000 · Grant Revenue	175,242	149,632	-25,609	85.4%
10	3340000 · State Grants	175,242	149,632	-25,609	85.4%
11	3685201 · Rates and Charges	554,668	516,505	-38,163	93.1%
12	Overhead	107,000	101,173	-5,827	94.6%
13	5314999 · Overhead Allocation	100,000	93,253	-6,747	93.3%
14	5966699 · Vehicle Allocation	7,000	7,920	920	113.1%
15	Cash Surplus	60,000		-60,000	0.0
16	Program Allocation	357,386	301,297	-56,090	84.3%
17	South Sound Green	46,300	40,097	-6,203	86.6%
18	TCD VSP	40,000	33,501	-6,499	83.8%
19	Stewardship TA	36,675	29,085	-7,590	79.3%
20	Working Lands Preservation Initiative	13,000	10,776	-2,224	82.9%
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	13,000	-97	99.3%
24	Community Awards Program	1,500	1,036	-464	69.1%
25	Conservation Project Administration	6,527	5,684	-843	87.1%
26	Outreach, Education and Communications	69,569	54,790	-14,779	78.8%
27	Plant Sale	30,653	33,332	2,679	108.7%
28	Soil Health Program (Testing & Equipment Rental)	50,553	46,710	-3,843	92.4%
29	Elections	9,000	8,791	-209	97.7%
30	Engineering Program	25,250	9,254	-15,996	36.6%
31	Expense and Savings	502,758	374,010	-128,748	74.4%
32	Administrative Salaries & Benefits	206,241	213,585	7,344	103.6%
33	Professional Services	123,000	48,018	-74,982	39.0%
34	5314101 · Legal Services	25,000	22,141	-2,859	88.6%
35	5314102 · Audit & Accounting	10,000	4,945	-5,055	49.5%
36	5314103 · Computer Services	22,000	15,654	-6,346	71.2%
37	5314100 · Professional Services	10,000	2,557	-7,443	25.6%
38	CEC Feasibility Study	56,000	2,720	-53,280	4.9%
39	JEDI Work	0	0	0	
40	Facility, Vehicles and Maintenance	133,317	79,614	-53,703	59.7%
41	5314104 · Janitorial Services	8,000	6,533	-1,467	81.7%
42	5314501 · Office Rent	50,000	41,080	-8,920	82.2%
43	5314700 · Utilities	10,000	6,284	-3,716	62.8%
44	5314503 · Equipment Leases	3,000	2,566	-434	85.5%

	Account Name	2021 Budget	2021 Actual	\$ Over Budget	% of Budget
45	5314504 · Vehicle	35,000	4,682	-30,318	13.4%
46	5314200 · Communications	11,000	9,073	-1,927	82.5%
47	5313102 · Photocopier Usage	1,500	683	-817	45.5%
48	5354800 · Repairs & Maintenance	2,500	1,288	-1,212	51.5%
49	Computer Hardware Purchases	4,817	2,676	-2,141	55.6%
50	Computer Software	4,000	3,825	-175	95.6%
51	Equipment & Office Furniture	3,500	925	-2,575	26.4%
52	Supplies	12,200	10,405	-1,795	85.3%
53	5313101 · Office Supplies	3,000	2,793	-207	93.1%
54	5314202 · Postage & Shipping	1,000	395	-605	39.5%
55	5314901 · Meetings & Events	200	9	-191	4.6%
56	5314902 · Organizational Dues & Licenses	7,500	7,207	-293	96.1%
57	Board Meeting Snacks	500	0	-500	0.0%
58	Conferences, Training and Travel	7,000	4,175	-2,825	59.6%
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	3,260	1,260	163.0%
62	Board Travel	500	0	-500	0.0%
63	Insurance and Banking	21,000	18,213	-2,787	86.7%
64	5314110 · Bank Fees & Interest Charges	500	571	71	114.2%
65	5314600 · Liability Insurance Premiums	20,000	17,322	-2,678	86.6%
66	5314111 · Late Fees & Penalties	500	320	-180	64.0%
67	Savings	75,000	0	-75,000	0.0%
68	Reserve Fund	37,500		-37,500	0.0%
69	Conservation Education Center Savings Plan	37,500		-37,500	0.0%
70	Net Income (Surplus or Deficit)	-0	126,295	126,295	

Thurston Conservation District
Payments Detail
October 2021

9:56 AM

12/08/2021

Type	Num	Date	Name	Funding Source	Account	Paid Amount
Credit Card Charge	9925	10/01/2021	Terry's Automotive Group	UNRESTRICTED:A120-Vehicles	5354803 · Vehicle Maintenance	54.71
Credit Card Charge	9926	10/01/2021	Crains Office Supply	UNRESTRICTED:A010-Overhead	5313101 · Office Supplies	14.43
Credit Card Charge	9975	10/01/2021	Hach Company	GREEN:TCC:G019.28 Dawkins	5314107 · Project Supplies	172.35
Credit Card Charge	9976	10/01/2021	Office Depot	GREEN:TCC:G019.28 Dawkins	5314107 · Project Supplies	54.69
Credit Card Charge	9977	10/01/2021	Hach Company	GREEN:TCC:G019.28 Dawkins	5314107 · Project Supplies	817.03
Credit Card Charge	9978	10/01/2021	Starbucks	GREEN:TCC:G019.28 Dawkins	5314901 · Meeting & Event	39.27
Credit Card Charge	9864/85121	10/01/2021	Facebook	DISTRICT SERVICES:T030 - District Comm	5314400 · Advertising	25.00
Credit Card Charge	9929	10/04/2021	Etsy	UNRESTRICTED:A010-Overhead	5966601 · Equipment & Office Furniture	184.89
Credit Card Charge	9930	10/04/2021	Dell	UNRESTRICTED:A010-Overhead	5966402 · Computer Hardware	44.62
Credit Card Charge	9934	10/04/2021	Kiperts Trailer Sales	DISTRICT SERVICES:T099 - Equip Rental	5313500 · Small Tools & Equipment	147.69
Credit Card Charge	9935	10/04/2021	Amazon	UNRESTRICTED:A010-Overhead	5313101 · Office Supplies	17.24
Credit Card Charge	9938	10/04/2021	O'Reilly Auto Parts	Thurston County:TC510 - Riparian Streamside	5966400 · Machinery and Tools	24.06
Credit Card Charge	9927	10/06/2021	US Postal Service	DISTRICT SERVICES:T098 - Soil Tests	5314202 · Postage & Shipping	10.85
Credit Card Charge	9940	10/06/2021	Home Depot	UNRESTRICTED:A010-Overhead	5966601 · Equipment & Office Furniture	87.45
Credit Card Charge	9941	10/06/2021	Lowes	UNRESTRICTED:A010-Overhead	5966601 · Equipment & Office Furniture	30.61
Credit Card Charge	9981	10/06/2021	WA Dept of Fish and Wildlife	GREEN:TCC:G019.28 Dawkins	5314307 · Licenses and Permits	117.00
Credit Card Charge	9864/85401	10/06/2021	Facebook	DISTRICT SERVICES:T030 - District Comm	Advertising	35.00
Credit Card Charge	112123334	10/07/2021	QuickBooks Time Support (TSheets)	UNRESTRICTED:A010-Overhead	5314102 · Audit & Accounting	144.41
Check	EFT	10/07/2021	Regence - Health Care		Health Insurance	10,907.14
Liability Check		10/07/2021	QuickBooks Payroll Service		Payroll	27,292.89
Credit Card Charge	02408085	10/10/2021	Right Networks	UNRESTRICTED:A010-Overhead	5314102 · Audit & Accounting	19.64
Credit Card Charge	9970	10/11/2021	Kiperts Trailer Sales	Thurston County:TC510 - Riparian Streamside	5314108 · Construction & Landscaping	360.91
Credit Card Charge	10381	10/11/2021	Amazon	GREEN:TCC:G019.28 Dawkins	5966601 · Equipment & Office Furniture	39.37
Credit Card Charge	9864/85651	10/11/2021	Facebook	DISTRICT SERVICES:T030 - District Comm	Advertising	50.00
Bill Pmt -Check	EFT	10/11/2021	Pacific Disposal	UNRESTRICTED:A010-Overhead	5314702 · Garbage Service	59.69
Check	EFT	10/11/2021	Wells Fargo			6,191.23
Credit Card Charge	9870	10/12/2021	Etsy	TCD Allocations:T600 - Community Awards	5314901 · Meeting & Event	571.07
Credit Card Charge	9943	10/12/2021	Best Buy	UNRESTRICTED:A010-Overhead	5966402 · Computer Hardware	76.57

Type	Num	Date	Name	Funding Source	Account	Paid Amount
Bill Pmt -Check	20943	10/12/2021	A & L Western Agricultural Laboratori	DISTRICT SERVICES:T098 - Soil Tests	5314117 · Soil Testing	468.00
Bill Pmt -Check	20944	10/12/2021	All City Cleaning Services	UNRESTRICTED:W086 Implementation	5314104 · Janitorial Services	500.00
Bill Pmt -Check	20945	10/12/2021	Anchor QEA	RCO:R050 - ASRP Riverbend	5314100 · Professional Services	6,571.50
Bill Pmt -Check	20946	10/12/2021	Antiquity Consulting	Various	5314100 · Professional Services	7,815.00
Bill Pmt -Check	20947	10/12/2021	Beckwith Consulting Group	UNRESTRICTED:A021 - CECenter	5314100 · Professional Services	1,700.00
Bill Pmt -Check	20948	10/12/2021	Comcast	UNRESTRICTED:A010-Overhead	Internet & Telephone	380.15
Bill Pmt -Check	20949	10/12/2021	Community Farmland Trust	DISTRICT SERVICES:T099 - Equip Rental	5314501 · Office Rent	260.00
Bill Pmt -Check	20950	10/12/2021	Dreamtime Visual Communications	MISC:M090 - NACD Urban Agriculture	5314107 · Project Supplies	482.66
Bill Pmt -Check	20951	10/12/2021	Emily Landrus	Various	5314304 · Mileage	60.25
Bill Pmt -Check	20952	10/12/2021	Goebel Septic Tank Service, Inc	WSCC:W030 - Skookumchuck	5314503 · Equipment Leases	95.00
Bill Pmt -Check	20953	10/12/2021	GRuB	MISC:M090 - NACD Urban Agriculture	5314107 · Project Supplies	336.42
Bill Pmt -Check	20954	10/12/2021	Mike McCarty	WSCC:W030 - Skookumchuck	5314302 · Staff - Conference & Training	58.00
Bill Pmt -Check	20955	10/12/2021	Mountain Mist	UNRESTRICTED:A010-Overhead	5313101 · Office Supplies	34.95
Bill Pmt -Check	20956	10/12/2021	Natural Systems Design	RCO:R040 - ASRP Independence	5314100 · Professional Services	11,889.50
Bill Pmt -Check	20957	10/12/2021	Northwest Marketing Resources, Inc		5312011 · Medical Benefits	239.00
Bill Pmt -Check	20958	10/12/2021	Petrocard	UNRESTRICTED:A120-Vehicles	5313201 · Vehicle Fuel	149.17
Bill Pmt -Check	20959	10/12/2021	Pioneer Fire & Security, Inc	UNRESTRICTED:A010-Overhead	5314704 · Security Monitoring	78.77
Bill Pmt -Check	20960	10/12/2021	Puget Sound Energy		Electricity and Gas	307.02
Bill Pmt -Check	20961	10/12/2021	Regence - Life Insurance		5312017 · Life Insurance	58.10
Bill Pmt -Check	20962	10/12/2021	Salix Solutions	Thurston County:TC510 - Riparian Streamside	5314108 · Construction & Landscaping	1,279.98
Bill Pmt -Check	20963	10/12/2021	Thurston County Central Services	UNRESTRICTED:A010-Overhead	5314501 · Office Rent	4,108.00
Bill Pmt -Check	20964	10/12/2021	United Concordia Insurance Co		5312012 · Dental Benefits	865.19
Bill Pmt -Check	20965	10/12/2021	Valley Agronomics LLC	Thurston County:TC510 - Riparian Streamside	5314107 · Project Supplies	438.86
Bill Pmt -Check	20966	10/12/2021	Verizon	UNRESTRICTED:A010-Overhead	5314201 · Telephone	565.42
Bill Pmt -Check	20967	10/12/2021	WA St Conservation Commission	UNRESTRICTED:A120-Vehicles	5314504 · Vehicle Leases	1,034.52
Bill Pmt -Check	20968	10/12/2021	Whitlock Limited Partnership 1	UNRESTRICTED:A010-Overhead	5314700 · Utilities	250.78
Bill Pmt -Check	20969	10/12/2021	Yan Dong_V	UNRESTRICTED:A010-Overhead	5314304 · Mileage	30.80
Liability Check	EFT	10/12/2021	Internal Revenue Service		Federal Payroll Taxes	9,072.48
Liability Check	EFT	10/12/2021	WA St Dept of Retirement Systems		PERS DCP	1,055.87
Liability Check	EFT	10/12/2021	WA St Dept of Retirement Systems		PERS Retirement	12,578.10
Liability Check	RGY	10/12/2021	WFSE Union Dues		3861008 · Union Dues	865.17
Credit Card Charge	9861	10/13/2021	Forestry Supplies	Thurston County:TC510 - Riparian Streamside	5314108 · Construction & Landscaping	152.27

Type	Num	Date	Name	Funding Source	Account	Paid Amount
Credit Card Charge	9871	10/13/2021	US Postal Service	DISTRICT SERVICES:T098 - Soil Tests	5314202 · Postage & Shipping	13.05
Credit Card Charge	9944	10/13/2021	OfficeSupply.com	Thurston County:TC400 - VSP	5313101 · Office Supplies	51.91
Credit Card Credit	9185	10/14/2021	Wells Fargo	UNRESTRICTED:A010-Overhead	5314102 · Audit & Accounting	-38.43
Credit Card Charge	10362	10/15/2021	Go Daddy	GREEN:TCC:G019.28 Dawkins	5374001 · Web Hosting and Maintenance	41.94
Credit Card Charge	24200005	10/15/2021	Intuit	UNRESTRICTED:A010-Overhead	5314102 · Audit & Accounting	127.98
Check	EFT	10/15/2021	Timberland Bank	MISC:M085 - One Tree Planted	5314110 · Bank Fees & Interest Charges	15.00
Credit Card Charge	9965	10/16/2021	Haggen	DISTRICT SERVICES:T030 - District Comm	5314901 · Meeting & Event	32.61
Credit Card Charge	10388	10/16/2021	Facebook	DISTRICT SERVICES:T030 - District Comm	5314400 · Advertising	34.41
Credit Card Charge	9865	10/20/2021	US Postal Service	DISTRICT SERVICES:T098 - Soil Tests	5314202 · Postage & Shipping	7.84
Credit Card Charge	10364	10/20/2021	Forestry Supplies	WSCC:W030 - Skookumchuck	5314107 · Project Supplies	344.00
Credit Card Charge	10365	10/21/2021	Ace Hardware	UNRESTRICTED:A010-Overhead	5314102 · Audit & Accounting	12.65
Credit Card Charge	10384	10/21/2021	Crains Office Supply	DISTRICT SERVICES:T099 - Equip Rental	5314107 · Project Supplies	14.03
Credit Card Charge	9866	10/22/2021	WA St Dept of Licensing	TCD Allocations:T500 - Engineering Program	5314302 · Staff - Conference & Training	116.00
Credit Card Charge	10383	10/22/2021	Crains Office Supply	UNRESTRICTED:A010-Overhead	5313101 · Office Supplies	32.25
Liability Check		10/22/2021	QuickBooks Payroll Service		Payroll	26,668.02
Credit Card Charge	P1-669048	10/23/2021	Intuit	UNRESTRICTED:A010-Overhead	5314102 · Audit & Accounting	109.98
Liability Check	EFT	10/24/2021	Internal Revenue Service		Federal Payroll Taxes	8,840.82
Credit Card Charge	9867	10/25/2021	Best Buy	UNRESTRICTED:A010-Overhead	5966402 · Computer Hardware	27.33
Credit Card Charge	9962	10/25/2021	Farm Fresh Market	MISC:M075 - Sentinel Landscape	5314901 · Meeting & Event	24.31
Credit Card Charge	9964	10/25/2021	Ralphs Thriftway	MISC:M075 - Sentinel Landscape	5314901 · Meeting & Event	24.11
Credit Card Charge	9966	10/25/2021	Home Depot	WSCC:W030 - Skookumchuck	5966400 · Machinery and Tools	47.02
Credit Card Charge	9967	10/25/2021	AMPM	UNRESTRICTED:A120-Vehicles	5313201 · Vehicle Fuel	20.00
Credit Card Charge	10368	10/25/2021	Washington State University	Thurston County:TC510 - Riparian Streamside	5314302 · Staff - Conference & Training	150.00
Credit Card Charge	10382	10/25/2021	Crains Office Supply	UNRESTRICTED:A010-Overhead	5313101 · Office Supplies	35.64
Liability Check	EFT	10/25/2021	WA St Dept of Retirement Systems		PERS DCP	1,055.87
Bill Pmt -Check	EFT	10/26/2021	Ricoh USA, Inc.	UNRESTRICTED:A010-Overhead	Equipment Leases & Photocopier Usage	439.03
Credit Card Charge	9971	10/27/2021	Washington State University	Various	5314302 · Staff - Conference & Training	120.00
Credit Card Charge	9973	10/27/2021	US Postal Service	DISTRICT SERVICES:T098 - Soil Tests	5314202 · Postage & Shipping	18.40
Bill Pmt -Check	20970	10/27/2021	A & L Western Agricultural Laboratori	DISTRICT SERVICES:T098 - Soil Tests	5314117 · Soil Testing	233.60
Bill Pmt -Check	20971	10/27/2021	Charlie's Machine & Supply	MISC:M050 - Port of Olympia Food Processing	5966400 · Machinery and Tools	6,000.00
Bill Pmt -Check	20972	10/27/2021	Clark's Native Trees	Thurston County:TC510 - Riparian Streamside	5314108 · Construction & Landscaping	10,294.13
Bill Pmt -Check	20973	10/27/2021	Enduris	UNRESTRICTED:A120-Vehicles	5314600 · Liability Insurance Premiums	4.00

Type	Num	Date	Name	Funding Source	Account	Paid Amount
Bill Pmt -Check	20974	10/27/2021	FP Mailing Solutions	UNRESTRICTED:A010-Overhead	5314503 · Equipment Leases	127.51
Bill Pmt -Check	20975	10/27/2021	Lew Rents	WSCC:W030 - Skookumchuck	5314116 · Project Equipment	2,157.75
Bill Pmt -Check	20976	10/27/2021	National Association of Conservation	UNRESTRICTED:A010-Overhead	5314902 · Organizational Dues & Licenses	775.00
Bill Pmt -Check	20977	10/27/2021	Petrocard	UNRESTRICTED:A120-Vehicles	5313201 · Vehicle Fuel	315.05
Bill Pmt -Check	20978	10/27/2021	Verizon	UNRESTRICTED:A010-Overhead	5314201 · Telephone	566.18
Sales Tax Payment	EFT	10/27/2021	WA St Dept of Revenue		3861100 · Sales Tax Payable	208.06
Liability Check	EFT	10/27/2021	WA St Dept of L&I		3861009 · State L&I Payable	2,321.31
Bill Pmt -Check		10/27/2021	- Voided Check -			0.00
Credit Card Charge	9974	10/28/2021	WA Dept of Agriculture	WSCC:W030 - Skookumchuck	5314302 · Staff - Conference & Training	33.99
Credit Card Charge	10370	10/28/2021	WA Dept of Agriculture	WSCC:W030 - Skookumchuck	5314302 · Staff - Conference & Training	33.99
Credit Card Charge	10371	10/28/2021	WA Dept of Agriculture	Thurston County:TC510 - Riparian Streamside	5314302 · Staff - Conference & Training	33.99
Liability Check	EFT	10/28/2021	WA St Dept of Employment Security		3861007 · State Unemployment Payable	3,183.75
Credit Card Charge	10373	10/29/2021	Tractor Supply	MISC:M090 - NACD Urban Agriculture	5314107 · Project Supplies	91.69
Credit Card Charge	MC111089	10/30/2021	Mail Chimp	DISTRICT SERVICES:T030 - District Comm	5314505 · Software Licenses	44.83

Washington State Conservation Commission

FORM 4: ADDENDUM

Conservation District: Thurston

GRANT PROGRAM: Other: 22-13-FL

Overhead Rate: 25%

Submitted By: Sarah Moorehead

Email: smoorehead@thurstoncd.com

Total Grant Award: \$128,333.34

Intermediate Outcome #1: \$87,600.00

CD Strategy-Wide Landowner Outreach

Intermediate Outcome #2: \$32,400.00

CD Strategy Engagement

Intermediate Outcome #3: \$8,333.34

ASRP Early Action Reach Outreach

Total of Intermediate Outcomes: \$128,333.34

Attached:

- 1. RCO Chehalis Basin Strategy (CBS) Contract Statement of Work definitions**

RCO Chehalis Basin Strategy (CBS) Contract

Statement of Work definitions

Landowner Liaison work is responding to requests for information and assistance related to flood damage reduction and/or aquatic species habitat restoration (including bank erosion) from interested landowners in the Chehalis Basin. It may include directing them toward available resources, visiting with them on site, or providing technical assistance, plus other activities necessary to resolve their inquiry.

Community Engagement work is hosting and/or participating in community information sharing & gathering events focused on Chehalis Basin Strategy topics to understand landowner perspectives, motivations and interests, and reporting that information back to the Office of Chehalis Basin (OCB) and the Washington Department of Fish and Wildlife (WDFW).

Partnership and Collaboration work includes attending meetings and events that, while not funded or hosted by the Strategy, are nevertheless related to the Strategy's goals of flood damage reduction and aquatic species restoration. CDs will only be reimbursed for meetings in which they formally represent the Strategy's perspective or present to a group about a Strategy initiative, or when they attend to keep Strategy partners informed about relevant local activities and perspectives. Examples include Voluntary Stewardship Program and Farm Bureau meetings.

Strategy Engagement work includes participation at Chehalis Basin Board meetings, monthly CD/WSCC coordination meetings, and ad-hoc discussions with Strategy partners at WDFW, OCB, RCO, or other agencies or organizations. OCB may, from time to time, request CD participation on committees or boards, and that participation is also considered Strategy Engagement. Examples include Local Actions Non-Dam Alternative workgroups, Erosion Management or other Integrated project teams.

ASRP Early Action Outreach work includes participation by the Thurston, Lewis, and Grays Harbor CDs on WDFW's Early Action Reach (EAR) projects regarding pre-construction support, landowner liaison activities, site visit participation, and lessons learned conversations. This work will take place in coordination with WDFW and, in some instances, at the direction of WDFW staff. The major activities are:

- **Pre-construction Support.** Participate in pre-construction and project planning (including final design) meetings with WDFW and landowners prior to construction. Projects currently in the design and permitting stage are expected to have more engagement than projects that are in between construction seasons or where construction is complete.
-
- **Landowner Liaison.** Taking phone calls from participating landowners, answering questions and/or pointing them towards a WDFW contact, providing background and context that facilitates project implementation, and helping to resolve landowner concerns, as needed.

- **Site Visits.** Participate in up to 3 site visits per project per year and coordinated between WDFW and CDs. These are opportunities to showcase collaborative work on these projects.
-
- **Lessons Learned and Project Completion.** Participate in lessons learned and project completion conversations for each EAR project in between construction seasons and at the end of construction. These meetings are opportunities to share what went well and what can be improved to inform future construction for current and future reach-scale project sponsors. These meetings will be initiated by WDFW.
-

Lewis County Stream Team is a task that will result in the creation of a new citizen science and stewardship organization in Lewis County. Lewis CD staff will recruit volunteers, organize events and meetings, and purchase supplies. They will also work with other local units of government to establish persistent, reliable funding, with a goal of reducing or eliminating the need for Strategy funding by the end of the biennium. Work will be guided by the proposal submitted to the OCB by Lewis CD on July 12, 2021.

RELATIONSHIP WITH OTHER CONTRACTS

This Agreement is not intended to fund CD participation in the ASRP Implementation Teams or with the ASRP Steering Committee, which is addressed in a separate scope of work in a separate contract. CD participation related to Strategy efforts with established RCO contracts, including the ASRP Implementation Teams, the ASRP Steering Committee, and ASRP Early Action Reach plantings, will be funded and invoiced under the RCO contract for that effort.



AWARD NUMBER:	G211-22-W8619
ACCOUNTING INFORMATION	
Cost Center Name:	WSARE-R2GR
Cost Center Number:	G2126
CFDA No.:	10.215
Source of funds:	<input checked="" type="checkbox"/> U.S. Government <input type="checkbox"/> State/Local <input type="checkbox"/> Private

SUBAWARD
between
ECOSTUDIES INSTITUTE
and
Thurston Conservation District
a U.S. Subrecipient

This Agreement is dated as of September 1, 2021, and is between **Ecostudies Institute**, a Washington non-profit organization ("**Ecostudies**")

Address: 900 Jefferson St. SE,
Box 1614 Olympia WA 98507

Name and Title of Contact: Gary Slater
Telephone Number: 305-213-8829
DUNS Number: 055389469

and the following person(s) and/or entities ("**Awardee**"):

Name of Awardee: Thurston Conservation District
Address: 2918 Ferguson St SW, STE A, Tumwater, WA 98512

Name and Title of Contact: Sarah Moorehead, Executive Director
Telephone Number: 360.754.3588

Ecostudies and Awardee, each of which is sometimes referred to in this Agreement as a "**Party**", agree as follows:

1. **Background.** Ecostudies and Montana State University ("**Funder**") have previously entered into a Subaward Agreement (G211-22-W8619; **Attachment A**) as part of a federal award from the Department of Agriculture ("**Prime Award**"). Under the terms of this agreement, Ecostudies is permitted to make subawards of the funds being provided to Ecostudies, and Ecostudies and Awardee are entering into this Agreement with respect to such a subaward which Ecostudies is making to Awardee (the "**Subaward**"), for use in carrying out the project entitled "Building a grassland grazing association to support conservation grazing on working lands in southwest Washington" (the "**Project**"). Although the funds to be provided to Awardee under this Agreement will come from Montana State University, Awardee acknowledges they are not a party to this Prime Award and shall have no obligations directly to Awardee under this Agreement.
2. **Subaward and Budget.** Ecostudies hereby makes the Subaward to Awardee, as follows:
 - (a) The cost-reimbursable Subaward shall be in an amount not to exceed \$20,273, to be paid out of the funds provided to Ecostudies following the cost allowability requirements in Office of Management and Budget (OMB) Uniform Guide, which are incorporated herein by this reference. Ecostudies shall not be obligated to reimburse Awardee for any unallowable amounts.
 - (b) The Subaward and the use of the funds provided under the Subaward (the "**Subaward Funds**") shall be

subject to all applicable terms of the Prime Agreement between Ecostudies and the Funder. Ecostudies shall have no obligation to disburse funds to Awardee under this Agreement, except to the extent that funds are actually disbursed to Ecostudies.

(c) None of the Subaward Funds may be used as match to other U.S. Federal financial assistance.

3. **Term of Subaward.** The Subaward Funds shall be available for a term (the “**Subaward Term**”) beginning on September 1, 2021 and ending on August 31, 2023 (the “**Expiration Date**”), except to the extent that the Subaward Term is extended by an amendment to this Agreement or is terminated early in accordance with the provisions of this Agreement.

4. **Scope of Work.**

The purpose of the Subaward is to fund Awardee’s work on the Project as described in Scope of Work listed under **Attachment B**, and the Subaward Funds may only be used for that purpose. Awardee shall be responsible for obtaining the landowner’s prior permission before entering any private lands associated with this project.

5. **Reports.** Awardee shall submit report(s) under this Agreement as follows:

- (a) **Progress Reports.** Awardee shall submit Annual Progress Reports summarizing the key activities and accomplishments throughout the Project reporting period.
- (b) **Final Report.** Awardee shall submit a Final Report summarizing the key activities and accomplishments throughout the Project reporting period no later than 30 days after the subaward expiration date
- (c) **Final Financial Report.** Awardee shall submit a Final Financial Report summarizing the cumulative costs incurred, including cost sharing, no later than 45 days after the subaward expiration date.

Report Schedule. The reports required above shall be submitted in accordance with the following schedule:

Report	Reporting Period	Due Date
Annual Progress Reports	9/1/2021 to 12/31/2021	1/29/2022
	1/1/2022 to 12/31/2022	1/29/2023
Final Report	1/1/2023 to 8/31/2023	9/30/2023
Final Financial Report	9/1/2021 to 8/31/2023	10/15/2023

(d) **Additional Requirements.** All of the Reports and published materials shall be submitted to Ecostudies’ Project Manager and Administrative Contact at the email addresses specified below.

6. **Disbursements and Accounting.** Awardee shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. All invoices shall use Awardee’s standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of the invoice as required in 2 CFR 200.415. Disbursements shall be made to Awardee no more frequently than monthly, based upon receipt of Awardee’s standard invoice format. Payments will be sent to Awardee in the form of a check payable to Awardee within 30 days of receipt of invoice.

7. **Project Managers and Administrative Representatives.** The Project Managers and other administrative or financial representatives of the Parties with respect to this Agreement and the Subaward shall be as follows:

(a) **Ecostudies Institute’s Representatives:** For Ecostudies, each of the following persons shall each have the duties assigned to him/her below, in each case until and unless a successor is named by Ecostudies by means of written notice of such change which is given to Awardee:

(b)

PROJECT MANAGER

Name: Sarah Hamman
Title: Director of Science
Address: 900 Jefferson St. SE
PO Box 1614
Olympia, WA 98273
Phone: 360-790-4180
Email: shamman@ecoinst.org

ADMINISTRATIVE CONTACT

Name: Gary Slater
Title: Executive Director
Address: 900 Jefferson St. SE
PO Box 1614
Olympia, WA 98273
Phone: 305-213-8829
Email: gslater@ecoinst.org

(c) Awardee's Representatives: For Awardee, each of the following persons shall each have the duties assigned to him/her below, in each case until and unless a successor is named by Awardee by means of written notice of such change which is given to Ecostudies;

PROJECT MANAGER

Name: Nora White
Title: Communications Manager
Address: 2918 Ferguson ST SW,
STE A, Tumwater, WA
98512
Phone: 360.999.3727
Email: nwhite@thurstoncd.com

ADMINISTRATIVE CONTACT

Name: Sarah Moorehead
Title: Executive Director
Address: 2918 Ferguson ST SW, STE A,
Tumwater, WA 98512
Phone: 360.754.3588
Email: smoorehead@thurstoncd.com

8. **Title to and Use of Equipment and Supplies.** Except to the extent otherwise provided in the Prime Award, title to any equipment and/or supplies purchased with Subaward Funds vest in Awardee during the Subaward Term, but Ecostudies shall have a free, irrevocable license to use such equipment and/or supplies during that time period to the extent anticipated either in this Agreement or under the Prime Award. The ultimate disposition of all such equipment and supplies shall be resolved by Awardee with Ecostudies' Administrative Contact designated above in this Agreement, and shall be governed by the applicable terms under the Prime Award and/or other applicable laws, as appropriate.

9. **Title to and Use of Work Products and Data.** Except to the extent otherwise provided under Prime Award (in which case the terms of the award shall control), title to any and all reports, writings, samples, biological samples, studies, photographs, drawings, calculations, designs, diagrams, maps, surveys, data, database records, computer programs, and/or other written, graphic, pictorial, or digital works, documents, or other items create, produced, or developed by Awardee using Subaward Funds (collectively, along with all supporting data and material, the "**Work Product**") shall vest in Awardee, but Awardee hereby grants to Ecostudies and to the Funder an irrevocable, non-exclusive, royalty-free, perpetual license to use, reuse, print, reprint, publish, republish, reproduce, or otherwise disseminate or distribute all or any portion of the Work Product, as well as analyses thereof, extracts therefrom, and/or the data contained therein, in or via any report, map, pamphlet, brochure, book, magazine, film, video, software, web site, or other form of print, audio, visual, multimedia, computer, digital, or other media or form of production or dissemination (whether owned wholly or partially by Ecostudies or Funder), whether alone or in conjunction with other material, with proper credit given to the author/creator. And, whether or not in conjunction with co-authors or conservation partners, to authorize such conservation partners and other researchers and writers to do the same on a royalty-free basis, all as Ecostudies or the Funder may deem appropriate from time to time in furthering its mission; in each case without any need to notify Awardee or obtain any form of permission or consent from Awardee. Awardee shall provide Ecostudies and the Funder with complete copies of the Work Product.

10. **Accounts, Audits and Records.** Awardee agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired using Subaward Funds (collectively "**Records**") to the extent and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. Unless such period is extended by Ecostudies, the Records shall be maintained for a period of three years after the final financial report is submitted and approved by Ecostudies, except that Awardee shall maintain all Records for equipment purchased with Subaward Funds for three years after the final disposition of such equipment. Awardee shall provide timely and unrestricted access to its books and accounts, files and other Records with respect to the Project for inspection, review and audit by Ecostudies and the Prime Funder, and their authorized representatives. If Ecostudies disallows any costs claimed by Awardee related to the Subaward, Awardee shall be responsible for reimbursing Ecostudies for any of those costs related to the work Awardee has performed. If Awardee expends more

than \$750,000 in U.S. Federal funds during its fiscal year, and has a single audit performed in accordance with 2 CFR part 200, subpart F, a copy of the audit must be provided within six months after Awardee's fiscal year-end to Ecostudies' Administrative Contact specified above.

11. **Safety Provisions.** Awardee agrees to comply with any and all safety provision contained under Prime Award. Without placing any limitation on the foregoing requirement, Awardee agrees to maintain a safety program with respect to its employees and the public, and to ensure that it has expertise in and has taken appropriate actions with regard to particular risks connected with the Project, including (but not limited to) chemical safety, handling potential allergens such as poison ivy, use of chainsaws and all-terrain vehicles, handling flammable liquids or poisons.

12. **Acknowledgments.** Awardee agrees to acknowledge the support of Ecostudies and the funders of the project under the Prime Award (see Prime Award for required language), including funding contributions and sponsorship, on all information relating to the Subaward, including (but not limited to) all news releases, articles, manuscripts, speeches, trade association proceedings, symposia.

13. **Additional Assurances, Certifications, and Agreements.** By signing this Agreement, Awardee is providing the additional assurances, certifications, and agreements which are set out in **Attachment C** and any attachments thereto. If there is any material misrepresentation by Awardee with respect to any of such assurances and/or certifications, or any failure to comply with the agreements set out therein, Ecostudies shall have the right to cancel the Subaward and terminate this Agreement. In the case of an intentional material misrepresentation, Ecostudies may, at its option, recover damages from Awardee resulting from the termination. Awardee shall require that the same assurances and certifications be included in the award documents for all further subcontracts or subawards made by Awardee using Subaward Funds (each of which is subject to prior approval by Ecostudies, as explained below).

14. **Conflict of Interest Determination.** Awardee certifies that the information which it has provided in the disclosure form concerning conflicts of interest which it provided to Ecostudies (the "**Disclosure Form**") is true and correct to the best of Awardee's knowledge. In the event that any material misrepresentation in the Disclosure Form is discovered during the Subaward Term, Ecostudies may elect to declare the Subaward null and void and immediately terminate it. In the case of an intentional material misrepresentation, Ecostudies may, at its option, recover damages from Awardee resulting from the termination and shall be entitled to offset any amounts payable to Awardee against such damages.

15. **Material Support and Resources to Terrorists.**

(a) Awardee hereby certifies as follows (applying the terms which are more particularly defined below):

- (1) Awardee does not commit, attempt to commit, advocate, facilitate, or participates in terrorist acts, nor has it committed, attempted to commit, facilitated, or participated in terrorist acts.
- (2) Awardee will take all reasonable steps to ensure that Awardee does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.
- (3) Before providing any material support or resources to an individual or entity, Awardee will consider all information about that individual or entity of which it is aware or that is available to the public.
- (4) Awardee will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

(b) For purposes of the foregoing certifications:

- (1) The term "material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

(2) The term "terrorist act" means:

- (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
- (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
- (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not

taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

(3) The term “entity” means a partnership, association, corporation, or other organization, group or subgroup.

16. **Liability and Indemnification.** The work done by or for Awardee using the Subaward Funds shall be performed entirely at the risk of Awardee. Awardee shall be solely responsible for, and for the payment of any and all claims with respect to, any loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of its work, whether connected to the Project or otherwise, and Awardee shall indemnify and defend Ecostudies and the Funder, and each of the officers, directors, employees, and agents of Ecostudies and Funder (in each case, an “**Indemnified Party**”) against, and shall hold each Indemnified Party harmless of and from, any and all claims, liabilities, losses, costs, damages, and other expenses of any kind or nature whatsoever (including, but not limited to, attorneys’ fees and expenses, as well as costs of suit, whether incurred at the trial, appellate, or administrative level) which any Indemnified Party may sustain, incur, or suffer, or to which any Indemnified Party may be subjected, as a result of or in connection with: (i) the Project; (ii) any activities of Awardee, or anyone acting on behalf of Awardee, related to the Project; and/or (iii) any action(s) of Awardee, or anyone acting on behalf of Awardee, which may cause Ecostudies to be in default under the Prime Award.

17. **Miscellaneous Provisions.**

(a) **Use of Names/Logos.** Neither Party shall use the name or logo of the other Party or of any Funder in any publicity, advertising, or news release without prior written consent from the owner of that name or logo, except to the extent that any of the Project work or the deliverables called for herein or in the Prime Award contemplates their use or inclusion.

(b) **Assignment.** None of the rights or obligations of Awardee under this Agreement or with respect to the Subaward may be assigned or delegated by Awardee in whole or in part without the prior written consent of Ecostudies. Except to the extent set forth (if any) in the approved scope of work and the Budget, Awardee may not subcontract or subaward any portion of the work which is being funded with Subaward Funds, in whole or in part, without the prior written consent of Ecostudies. If subcontracting/subawarding is permitted, Awardee shall consult with the Ecostudies Administrative Contact listed above to determine which provisions of this Agreement must be included in the subcontract/subaward, and the proper method of their inclusion.

(c) **Termination.** If at any time the Prime Award is terminated, the Subaward shall also be terminated automatically as of the termination date. Additionally, Ecostudies shall have the right to terminate this Agreement and cancel the Subaward by giving written notice to Awardee of Ecostudies’ election to do so (a “**Termination Notice**”) no less than 30 calendar days prior to the termination date. In addition, if in the judgment of Ecostudies, Awardee defaults in performance of any of its obligations under this Agreement, whether for circumstances within or beyond the control of Awardee, Ecostudies may immediately terminate this Agreement and cancel the Subaward by written notice to Awardee. Upon the giving of a Termination Notice by Ecostudies, Awardee shall take all necessary action to cancel outstanding commitments relating to the work which was to be paid from Subaward Funds. In the event of termination prior to the originally agreed upon expiration of the Subaward Term, Ecostudies shall pay any obligations which were reasonably incurred by Awardee prior to the delivery of the Termination Notice and which are proper to pay from Subaward Funds, to the extent that the obligations involved cannot reasonably be canceled or mitigated.

(d) **No Agency.** No legal partnership or agency is established by this Agreement or the Subaward. Neither Party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other Party or for the account of the other Party, and neither Party shall be bound by any acts, representations, or conduct of the other Party.

(e) **Due Diligence.** Ecostudies may request copies of documents to ensure that Awardee meets the criteria of a non-profit or other organization entitled to receive Subaward Funds, and that Awardee meets appropriate standards of capacity, competence, and financial accountability. These documents may include (but are not limited to) the following (as applicable to Awardee): a certificate of good standing, a list of the names of all of its board members and principal officers, copies of Awardee’s bylaws and articles of incorporation. Awardee agrees to notify Ecostudies immediately of any change in Awardee’s corporate or tax status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against Awardee that may affect the commitments and obligations agreed herein.

(f) Applicable Law. This Agreement shall be interpreted, construed and governed by the laws of the State of Washington and such laws of the United States as may be applicable. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Agreement, the Parties agree that litigation shall be conducted in the United States District Court for the Western District of Washington that venue in such district shall be proper, and that they are subject or will make themselves subject to personal jurisdiction in that court.

(g) Interpretation. Any and all recitals at the beginning of this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals. Any and all exhibits, schedules, and addenda attached to and referred to in this Agreement are hereby incorporated into this Agreement as fully as if set out in their entirety herein. The headings of the various paragraphs of this Agreement are intended solely for reference purposes, and are not intended for any purpose whatsoever to modify, explain, or place any construction on any of the provisions of this Agreement. In the event of any discrepancy or inconsistency between or among the terms of this Agreement, Prime Award, or any applicable law, the discrepancy or inconsistency shall be resolved by giving precedence to the terms of the following, in the following order, it being understood that the terms of each of the following are incorporated herein as fully as if set out in their entirety herein:

1. The Terms of this Subaward, including, if applicable, subsequent Amendments;
2. The Prime Award, if applicable, subsequent Amendments; and
3. Other attachments to this Subaward.

(i) Agreement. By signing this Agreement, including the attachments hereto which are incorporated for references, the Awardee certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Agreement and the applicable terms of the Federal Award. The Parties further agree that they intend this Agreement to comply with all applicable laws, regulations and requirements. This Agreement may not be modified, amended or otherwise changed in any manner, except by a written amendment executed by all of the parties hereto, or their successors in interest. This Agreement may be executed in multiple counterparts, and each executed counterpart of this Agreement shall be deemed an original for all purposes, despite the fact that not all of the parties are signatories to the same counterpart.

In witness whereof, the undersigned have executed this Agreement as of the date written above.

Ecostudies Institute,

a Washington non-profit organization

By: _____
Name: Gary Slater
Title: Executive Director, Ecostudies Institute

Thurston Conservation District:

By: _____ (signature)
Name: _____
Title: _____

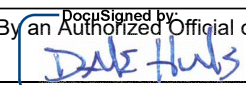
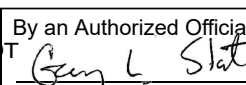
List of Attachments

- ☐ Attachment A: Award G211-22-W8619
- ☐ Attachment B: Subaward Scope of Work
- ☐ Attachment C: Additional Assurances, Certifications, and Agreement



Federal Subaward Agreement

MSU ID G211-22-W8619

Pass-Through Entity (PTE)		Subrecipient
Name	Montana State University	Name
Address	Office of Sponsored Programs PO Box 172470 Bozeman, MT 59717-2470	Address
		900 Jefferson St SE Box 1614 Olympia, WA 98501
		Duns 055389469 ECOSTUDIES INSTITUTE
PTE Principal Investigator: Clayton Marlow		Principal Investigator: Sarah Hamman
PTE Awarding Agency: USDA National Institute of Food and Agriculture		PTE Awarding Agency ID: 2020-38640-31523-WS3RG
PTE CFDA 10.215 Sustainable Agriculture Research and Education		This subaward is subject to OMB Uniform Guidance PTE FAIN: 2020-38640-31523
Subaward Title: Building a grassland grazing association to support conservation grazing on working lands in southwest Washington		
Subaward Period of Performance Start 09/01/2021 End 08/31/2023	Authorized Amount 80,000.00	Subaward ID: G211-22-W8619 1. Cost Sharing is Not Required 2. This award is a Cost Reimbursable agreement 3. Project Reporting is Required (Attachments 4 and 4A)
<p align="center">Terms and Conditions</p> <ol style="list-style-type: none"> 1) PTE hereby awards a cost reimbursable subaward, as described above, to SUBRECIPIENT. The Budget and Scope of Work for this subaward are shown in Attachments 5 and 5A. In its performance of subaward work, SUBRECIPIENT shall be an independent entity and not an employee or agent of PTE. 2) Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. 3) All invoices shall be submitted using SUBRECIPIENT's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of the invoice as required in 2 CFR 200.415. Invoices that do not reference PTE's subaward number shall be returned to SUBRECIPIENT. Invoices and questions concerning invoice receipt or payment should be directed to the appropriate party's Financial Contact, as shown in Attachment 3 and detailed in Attachment 6. 4) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL", must be submitted to PTE's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute SUBRECIPIENT's final financial report. 5) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the SUBRECIPIENT. 6) PTE reserves the right to reject an invoice, in accordance with 2 CFR 200.305. 7) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachment 3. 8) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3. 9) Substantive changes (for example, change in Scope of Work, Attachment 5A) made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachment 3. The PTE may issue non-substantive changes to the Period of Performance Bilaterally. 10) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. 11) Either party may terminate this agreement with thirty (30) days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. PTE shall pay SUBRECIPIENT for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, "Principles for Determining Costs Applicable to Research & Development under Grants and Contracts with Hospitals," if applicable. If the PTE Awarding Agency suspends or terminates the prime award in whole or in part, PTE may suspend or terminate this subaward accordingly. 12) No-cost extensions require the approval of the PTE. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty (30) days prior to the desired effective date of the requested change. 13) The subaward is subject to the terms and conditions of the PTE Award and other special terms and conditions, as identified in Attachment 2. 14) By signing below SUBRECIPIENT makes the certifications and assurances shown in Attachments 1 and 2. 		
By an Authorized Official of Montana State University  9/10/2021 2:09 PM MDT Signature _____ Date _____ Dale Huls, Assistant Director Office of Sponsored Programs Montana State University OSP Ref W8619-G22-211		By an Authorized Official of SUBRECIPIENT  09/08/21 Signature _____ Date _____ Gary Slater, Executive Director Printed Name and Title



Attachment 1 Subaward Agreement Certifications

MSU ID G211-22-W8619

By signing the Subaward Agreement, the authorized official of SUBRECIPIENT certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying (2 CFR 200.450)

No U.S. Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any U.S. Federal contract, the making of any U.S. Federal grant, the making of any U.S. Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form To Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Audit and Access to Records

Subrecipient certifies by signing this Subaward that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this Subaward Agreement as required by parts 200.501- 200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

Debarment, Suspension, And Other Responsibility Matters (2 CFR 200.213 And 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Export Control Limitations

To the extent that any technical data provided, activities undertaken, and articles produced in support of this Agreement may come under the purview of U.S. export control regulations, the subrecipient shall not export any technical information or articles produced furnished by the PTE without complying with the applicable requirements of the International Traffic in Arms Regulations and the Export Administration Regulations, including the requirement for obtaining an export license, if applicable. The subrecipient shall obtain the written consent of the PTE prior to submitting any request for authority to export any such technical information or articles. The subrecipient shall be solely responsible for its failure to comply with this paragraph or any applicable U.S. export control statutes or regulations.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



Attachment 2
Subaward Prime Agency Conditions

MSU ID G211-22-W8619

See Copy of Award Notice Attachment 2A.

Special Terms and Conditions:

1. Copyrights

SUBRECIPIENT grants to PASS-THROUGH ENTITY (PTE) an irrevocable, royalty-free, nontransferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Agreement solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Prime Award.

2. Data Rights

SUBRECIPIENT grants to PTE the right to use data created in the performance of this Agreement solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Prime Award.

3. Carry Forward

Carry Forward requests must be sent to PTE's Authorized Official contact, as shown in Attachment 3.

Additional Special Terms:

Guidelines for Acknowledging Western SARE Funding

Proper citation of Western SARE is required on all printed or electronic materials produced in conjunction with your project or when referencing the project itself. The proper name to be used is "Western Sustainable Agriculture Research and Education" on first reference and "Western SARE" on subsequent references.

Including the Western SARE and NIFA logos, and where feasible, the Western SARE website, and phone number is also highly encouraged. This information is available on the Western SARE website (westernsare.org – see Guidelines for Managing a Grant)


The following acknowledgement should be included on all materials resulting from the Western SARE project:

"This material is based upon work that is supported by the National Institute of Food and Agriculture, U.S. Department of Agriculture, under award number **2020-38640-31523** through the Western Sustainable Agriculture Research and Education program under project number [WSARE project number*]. USDA is an equal opportunity employer and service provider. Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the U.S. Department of Agriculture"

*The WSARE project number for this project is referenced on Attachment 4A of this Subaward Agreement.

Also See: Copy of Award Notice Attachment 2A.

**United States Department of Agriculture
National Institute of Food and Agriculture
AWARD FACE SHEET**

1. Award No. 2020-38640-31523	2. Amendment No.	3. Proposal Number 2020-03121	4. Period of Performance 09/01/2020 through 08/31/2025	5. Type of Instrument Cooperative Agreement																							
6. Type of Action New	7. CFDA Number 10.215	8. FAIN 20203864031523	9. Method of Payment ASAP 38640315233864020000	10. CRIS Number 1022785																							
11. Authority. 7 USC 5811, 5812, 5831, 5832, Sections 1619 - 1624 of the Food, Agriculture, Conservation, & Trade Act of 1990, Sustainable Ag. Res. and Educ. Prog.																											
12. Agency (Name and Address) Awards Management Division National Institute of Food and Agriculture/USDA Washington, DC 20250-2271		13. Awardee Organization MONTANA STATE UNIVERSITY, INC DBA: MONT ST UNIV/GRANTS & CONTRACT BOZEMAN, MT 59717																									
14. Program Point of Contact: Bradley Rein Telephone: 202-445-5442 brein@usda.gov		Administrative Point of Contact: Hollie Boyd Telephone: 816-926-6427 hollie.boyd@usda.gov		15. Project Director/Performing Organization Fabian Menalled Ph.D. Montana State University Bozeman, MT 59717-2840																							
16. Funding:			17. Funds Chargeable																								
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20- 023-38640	\$8,365,300.00																										
18. Title of Proposal WSARE Host Institution																											
PROVISIONS																											
<p>This Award incorporates the following:</p> <ol style="list-style-type: none"> Funds in the amount of \$8,365,300 are withheld pending receipt of the signed cooperative agreement document. To activate this award, please sign and date this form and return USDA/NIFA, Awards Management Division, via PDF file to awards@usda.gov. These funds will not be released until the signed forms are received by NIFA. The referenced proposal, and any revisions thereof, incorporated by reference Cooperative Agreement Terms and Conditions Research Terms and Conditions and NIFA Agency Specific Terms and Conditions (10/19) at http://nifa.usda.gov/terms-and-conditions General Provisions found in Title 2: 2 CFR Part 400; 2 CFR Part 415, 2 CFR Part 416; 2 CFR Part 418; 2 CFR Part 422 and Title 7: 7 CFR 3430 - all incorporated by reference and found at http://www.gpo.gov/searchwebapp/browse/collectionCfr.action?collectionCode=CFR The Approved Award Budget NIFA Project Initiation Documents - incorporated by reference The obligation of funds may be terminated without further cause unless the recipient commences the timely drawdown of funds; initial drawdown signifies acceptance of award terms and conditions and should commence in a timely manner within the award period of performance. Inquiries regarding ASAP Payment Accounts should be directed to the Financial Management Division at asapcustomerservice@nifa.usda.gov. Prohibition against using funds under Grants and Cooperative Agreements with Entities that require certain internal confidentiality agreements are referenced at https://nifa.usda.gov/prohibition-confidentiality-agreements This provision modifies Article 2. Prior Written Approval of NIFA Agency Specific Terms and Conditions 10/19 regarding subawards. 																											
FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE																											
This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.																											
Typed Name Mark Heap Authorized Departmental Officer		Signature MARK.HEAP		Date 05/07/2020																							
FOR THE PERFORMING ORGANIZATION																											
Signature of person authorized by the governing body of the performing organization to incur contractual obligations. Signature indicates acceptance when a cooperative agreement is cited in Type of Instrument (block 5) above.																											
Typed Name and Title Lester J. Schmidt Associate Vice President for Research and Economic Development		Signature 		Date 7/23/20																							

**United States Department of Agriculture
National Institute of Food and Agriculture**

AWARD FACE SHEET

1. Award No. 2020-38640-31523		2. Amendment No.		3. Proposal Number 2020-03121		4. Period of Performance 09/01/2020 through 08/31/2025		5. Type of Instrument Cooperative Agreement	
6. Type of Action New		7. CFDA Number 10.215		8. FAIN 20203864031523		9. Method of Payment ASAP 38640315233864020000		10. CRIS Number 1022785	
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Previous Total		\$0.00		\$0.00		20- 023-38640		\$8,365,300.00	
+ or -		\$8,365,300.00		\$0.00					
Total		\$8,365,300.00		\$0.00					
Grand Total		\$8,365,300.00							
18. Title of Proposal WSARE Host Institution									
PROVISIONS									
<p>The grantee may subaward amounts in excess of 50% of the total amount without prior NIFA approval except for single subaward that exceeds 50% of the total award or any subaward to a Federal agency. A listing of all subawards approved in previous year is required annually for this project to be submitted with the annual renewal proposal or separately to the agency. The sub-award program which have been approved for streamlining are: Research & Education, Farmer/Rancher, Ag Professional & Producer, Grad Students, Sabbatical Program, PDP Competitive, Enhanced State Grants, State Implementation, R2GR. The 50% threshold for subawards does not include these streamlined programs.</p> <p>11. Pursuant to 2 CFR 200.331, pass-through entities must appropriately monitor subrecipient activities and must convey the requirements of the Federal grant as well as any additional requirements imposed by the pass-through entity. NIFA reserves the right to request and review subaward budget information during or after the Period of Performance of this award. Form AD-1048 or other NIFA approved format must be completed by the approved subawardee(s) and returned to the recipient for retention in the official award file. It is not necessary to send a copy to NIFA. (http://www.nifa.usda.gov/funding/all_forms.html)</p> <p>12. Form AD-1048 or other NIFA approved format must be completed by the approved consultant(s) and returned to the recipient for retention in the official award file. It is not necessary to send a copy to NIFA. (http://www.nifa.usda.gov/funding/all_forms.html)</p>									
FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE									
This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.									

**United States Department of Agriculture
National Institute of Food and Agriculture
ATTACHMENT A TO THE AWARD : 2020-38640-31523**

United States Department of Agriculture
National Institute of Food and Agriculture

ATTACHMENT A TO THE AWARD: 2020-38640-31523
COOPERATIVE AGREEMENT NO. 2020-38640-31523
BETWEEN THE
U.S. DEPARTMENT OF AGRICULTURE NATIONAL INSTITUTE OF FOOD AND AGRICULTURE
AND
MONTANA STATE UNIVERSITY

I. Purpose

The purpose of this project is to develop and implement a research and education program to promote the development and adoption of alternative and sustainable farming methods that are compatible with sustained human and environmental well-being. This will be known as the "Sustainable Agriculture Research and Education Program," (SARE) project for the Western Region.

II. Situation

This program has been authorized under the Food, Agriculture, Conservation and Trade Act of 1990--Title XVI, Sections 1619-1622, 1628 and 1629 (P.L. 101-624) (7U.S.C. 5801, 5811, 5812, 5831 and 5832). There is an ongoing need to facilitate and increase scientific investigations and education in order to reduce, to the extent feasible and practicable, the use of chemical pesticides, fertilizers, and toxic natural materials in agricultural production, to improve low-input farm management to enhance agricultural productivity, profitability and competitiveness and to promote crop, livestock, and enterprise diversification. There is also an ongoing need to facilitate the conduct of projects throughout the region in order to study, to the extent practicable, agricultural production systems located in areas which possess various soil, climate, and physical characteristics, and study those farms which have been, and will continue to be, managed using farm production practices which rely on low-input and conservation practices.

Farmers and ranchers can contribute valuable experience and expertise through their direct participation and leadership in projects. It is also important to transfer practicable, reliable, and timely information to farmers and ranchers concerning practical and profitable ways to adopt low-input sustainable farming practices and systems.

The promotion of partnerships between farmers, non-profit organizations, agribusiness, and public and private research and extension institutions is a significant factor in the success of alternative farming methods and systems. There is an ongoing need to promote good stewardship of the nation's natural resources by providing site-specific, profitable and sustainable farming methods that will strengthen agricultural competitiveness; satisfy human food and fiber needs; maintain and enhance the quality and productivity of the soil; conserve soil, water, energy, natural resources, and fish and wildlife habitats; and maintain and improve the quality of surface and ground water.

III. Agreement

It is agreed that Montana State University and the National Institute of Food and Agriculture (NIFA), United States Department of Agriculture, will cooperate for their mutual benefit to conduct a research and educational program designed to promote the development and adoption of alternative farming techniques and sustainable agriculture.

IV. Responsibilities of the Parties

A. Montana State University agrees to:

1. Maintain a formal organizational structure under the leadership of the project director for the Western Region (as indicated on Block 15 of the Form NIFA-2009, Award Face Sheet), including the appropriate Technical Committees (TC) and an Administrative Council (AC), for the purpose of developing and implementing the yearly Plan of Work in accordance with the operational guidelines developed by the United States Department of Agriculture (USDA) National Institute of Food and Agriculture (NIFA). The list of members who have been selected to serve on the region's AC and TC are included in the proposal dated March 21, 2019 and are incorporated in this agreement by reference.

2. Utilize the AC to formulate the overall policy regarding research and extension on sustainable farming systems and for the establishment of goals, priorities and criteria for the evaluation of projects within the region. Other responsibilities include: Establish review procedures for the evaluation of project proposals and pre-proposals (if used); appoint the TC and identify other reviewers as needed; review and act on recommendations of the TC; prepare the annual Plan of Work which recommends the projects to be funded and the amount for each; promote sustainable agriculture programs at the regional level; prepare and make available an annual report concerning projects funded, together with an evaluation of the project activity; and prepare any materials necessary to meet the reporting requirements set forth by the U.S. Congress.

**United States Department of Agriculture
National Institute of Food and Agriculture
ATTACHMENT A TO THE AWARD : 2020-38640-31523**

3. Identify and assess the specific needs of farmers through the AC and TC. The list of members of the AC and TCs and the criteria used to appoint them are included in the proposal and incorporated in this agreement by reference. Their responsibilities include: The evaluation of proposals from the various applicants within the region; following the procedures and criteria established or approved by the AC in evaluating projects for the region's Plan of Work; presenting the findings of their evaluation of proposed projects to the AC; and the preparation of any materials necessary to meet the reporting requirements set forth by the U.S. Congress.

4. Continue to pursue the input of public and private organizations in the region having an active interest in sustainable agricultural farming systems or methods and see that these organizations have an opportunity to participate in the planning and operation of the region's Plan of Work.

5. Disburse funds to the various public and private organizations, including farmers, whose projects are an integral part of the region's Plan of Work. Such funds are to reimburse the various direct and allowable indirect costs incurred by the participants in performing the research and extension projects.

6. Provide NIFA-USDA with copies of materials developed as a result of this agreement and a final report within 90 days of the expiration of this agreement.

7. Indirect costs of 10 percent of the total Federal funds provided under the cooperative agreement are permitted. Therefore, the recovery of indirect costs is limited to the lessor of the institution's official negotiated indirect cost rate or the equivalent of 10 percent of total Federal funds awarded.

B. The NIFA-USDA agrees to:

1. Assign sufficient staff from NIFA to work jointly with the Cooperator in the development and implementation of the annual Plan of Work.

2. Attend AC and TC meetings as necessary to ensure the Plan(s) of Work and progress reports are compatible with the intent of the U.S. Congress and USDA Policy.

3. Jointly establish specific criteria for the selection of projects submitted to the regional AC.

4. Reimburse the Cooperator for allowable, allocable, and reasonable costs as specified on the Award Face Sheet, Form NIFA-2009 and the SF-424 budget.

5. Provide funds in the amount of \$8,365,300 in this funding authorization under the U.S. Treasury Automated Standard Application for Payments (ASAP). The total cost to NIFA will not exceed \$8,365,300.

C. It is mutually agreed that:

1. This Agreement shall be deemed effective as of September 01, 2020 and shall remain in effect until August 31, 2025. This agreement will reach the five-year time limitation for USDA awards on August 31, 2024. No-cost extensions of time will not be permitted.

2. This Agreement may be terminated at any time by either party upon receipt of written notice 30 days in advance of the intended date of termination.

3. Funds must be drawn on an as-needed basis only. Should there be unobligated funds remaining at the conclusion of the project, such funds shall be refunded to the NIFA-USDA and any undrawn authorization under the U.S. Treasury Automated Standard Application for Payments (ASAP) shall be revoked.

4. Provisions of the approved proposal on which this Agreement is based that may not be explicitly stated herein are considered an integral part of this Agreement.

5. The provisions of Executive Order No. 11246, dated September 24, 1965, Sec. 202, para. (1) through (7) are made a part of this Agreement. As appearing throughout these paragraphs, the word "contract" shall be construed to mean "agreement" and the word "contractor" shall be construed to mean the Montana State University.

6. No member of or delegate to Congress shall be admitted to any share or part of this Agreement, or to any benefit that may

**United States Department of Agriculture
National Institute of Food and Agriculture
ATTACHMENT A TO THE AWARD : 2020-38640-31523**

arise there from; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

7. As a condition of this Cooperative Agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those set out in 7 CFR 1c 103 and in the Department of Health and Human Services regulations in 45 CFR part 46, as amended, which hereby are incorporated in this Agreement by reference, and such other statutory provisions as are specifically set forth herein.

8. In accordance with 2 CFR part 418, the recipient (and any sub tier recipient), is prohibited from making any payments from Federal funds for lobbying a member of Congress, an officer or employee of Congress, or any Federal agency in connection with the award, renewal, extension, continuation, amendment, or modification of a particular contract, cooperative agreement, grant or loan.

If any lobbying activity from non-appropriated funds occurs and the application or award action exceeds \$100,000, then the recipient (and any sub tier recipient if applicable) must file certification and disclosure forms (instructions found in Appendix A & B of 2 CFR part 418). Primary recipients are required to collect the certification and disclosure forms from their sub-tier recipients and submit them to NIFA-USDA. If required, as stated above, certification and disclosure forms must be executed before an award action which exceeds \$100,000 is made.

9. Pursuant to the provisions of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 417, subpart C, the recipient agrees as a condition of this award that it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in a covered transaction, unless specifically authorized by NIFA-USDA.

10. Pursuant to the provisions of 2 CFR Part 421, which implements the Drug-Free Workplace Act of 1988 (41 U.S.C. 701-707), you as the recipient must comply with the Drug-Free workplace requirements in Subpart B or (Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. 701-707).

11. Except as otherwise provided in the terms and conditions of this Agreement, the author or the recipient organization is free to copyright any books, publications, or other copyrightable material developed in the course of or under this Agreement, but the Federal sponsoring agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

12. This award, and subawards at any tier under this award, shall be governed to the extent applicable by the provisions of 2 CFR Part 400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. The OMB guidance found in subparts A through F of 2 CFR part 200 is both adopted and supplemented in 2 CFR part 400. Part 400, along with the adopted 2 CFR part 200, acts as USDA policies and procedures for uniform administrative requirements, cost principles, and audit requirements for Federal awards. This guidance supersedes and streamlines requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in OMB guidance); Circulars A-89, A-102 and A-133; and the guidance in Circular A-50 on Single Audit Act follow up. In addition, this award or agreement is governed by the following administrative provisions:

(a) 2 CFR 415, General program administrative regulations

(b) 2 CFR 416, General program administrative regulations for grants and cooperative agreements to state and local governments.

In addition to any other terms and conditions attached hereto, or stated herein, recipients of awards shall be bound by the Administrative Provisions established for particular programs.

AWARD FACE SHEET

1. Award No. 2020-38640-31523	2. Amendment No. 1	3. Proposal Number 2020-08916	4. Period of Performance 09/01/2020 through 08/31/2025	5. Type of Instrument Cooperative Agreement
6. Type of Action Revision	7. CFDA Number 10.215	8. FAIN 20203864031523	9. Method of Payment ASAP 38640315233864020000	10. CRIS Number 1022785
11. Authority: 7 USC 5811, 5812, 5831, 5832, Sections 1619 - 1624 of the Food, Agriculture, Conservation, & Trade Act of 1990, Sustainable Ag. Res. and Educ. Prog.				
12. Agency (Name and Address) Awards Management Division National Institute of Food and Agriculture/USDA 6501 Beacon Rd. Kansas City, MO 64133		13. Awardee Organization MONTANA STATE UNIVERSITY, INC DBA: MONT ST UNIV/GRANTS & CONTRACT BOZEMAN, MT 59717		
14. Program Point of Contact: Bradley Rein Telephone: 202-445-5442 brein@usda.gov		Administrative Point of Contact: Hollie Boyd Telephone: 816-591-7743 hollie.boyd@usda.gov		15. Project Director/Performing Organization Clayton B Marlow Montana State University Bozeman, MT 59717-2900
16. Funding:		17. Funds Chargeable		
	<u>Federal</u>	<u>Non-Federal</u>	<u>FY - FDC</u>	<u>Amount</u>
Previous Total	\$0.00	\$0.00		
+ or -	\$0.00	\$0.00	20- 023-38640	\$0.00
Total	\$0.00	\$0.00		
Grand Total	\$0.00			
18. Title of Proposal WSARE Host Institution				
PROVISIONS				
<p>This Award incorporates the following:</p> <ol style="list-style-type: none"> 1. This Amendment is issued as a result of the PD change request sent on 5/8/2020. Fabian Menalled will be replaced by Clayton Marlow as the PD for this project. 2. The Cooperative Agreement has been received on 7/23/2020. Therefore, grant funds in the amount of \$8,365,300 are released for expenditure from Proposal Number 2020-03121. With this action, all funds for this award are now released. 3. All other Provisions on the initial Award Face Sheet and any amendments thereto remain in effect. 4. If you have any questions concerning this action, please contact the Administrative Point of Contact listed above. Inquiries regarding ASAP Payment Accounts should be directed to the Financial Management Division at asapcustomerservice@nifa.usda.gov. 				
FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE				
This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.				
Typed Name Mark Heap Authorized Departmental Officer		Signature MARK.HEAP		Date 08/02/2020



Attachment 3 Subaward Agreement Contacts

MSU ID G211-22-W8619

Pass-Through Entity Contacts		Subrecipient Contacts	
Institution/Organization ("Pass-through Entity")		Institution/Organization ("Subrecipient")	
Name Montana State University		Name Ecostudies Institute	
Address Office of Sponsored Programs		Address 900 Jefferson St SE Box 1614	
PO Box 172470		Olympia, WA 98501	
Bozeman, MT 59717-2470		Duns Number 055389469	
		Duns Name ECOSTUDIES INSTITUTE	
<u>Administrative Contact</u>		<u>Administrative Contact</u>	
Name Leslie Schmidt		Name Gary Slater	
Associate Vice President Research		Address 900 Jefferson St SE Box 1614	
Address Office of Sponsored Programs		Olympia, WA 98501	
PO Box 172470		Phone 305-213-8829	
Bozeman, MT 59717-2470		Email gslater@ecoinst.org	
Phone (406) 994-2381			
Email subawards@montana.edu			
<u>Principal Investigator</u>		<u>Principal Investigator</u>	
Name Clayton Marlow		Name Sarah Hamman	
Address Linfield Hall 211		Address 900 Jefferson St SE Box 1614	
Montana State University		Olympia, WA 98501	
PO Box 172900		Phone 360-790-4180	
Bozeman, MT 59717-2900		Email shamman@ecoinst.org	
Phone (406) 994-5161			
Email cmarlow@montana.edu			
<u>Financial Contact</u>		<u>Financial Contact</u>	
Name Jennifer Von Sehlen		Name Gary Slater	
Address Montana State University		Address 900 Jefferson St SE Box 1614	
PO Box 173120		Olympia, WA 98501	
Bozeman, MT 59717-3120		Phone 305-213-8829	
Phone		Email gslater@ecoinst.org	
Email jennifer.vonsehlen@montana.edu			
<u>Authorized Official</u>		<u>Authorized Official</u>	
Name Dale Huls		Name Gary Slater	
Assistant Director		Address 900 Jefferson St SE Box 1614	
Address Office of Sponsored Programs		Olympia, WA 98501	
PO Box 172470		Phone 305-213-8829	
Bozeman, MT 59717-2470		Email gslater@ecoinst.org	
Phone (406) 994-2381			
Email subawards@montana.edu			



Attachment 4 Pass-Through Entity Conditions

MSU ID G211-22-W8619

Records:	As required by Uniform Guidance, 2 CFR 200, or 45 CFR Part 75, SUBRECIPIENT will maintain appropriate and complete accounts, records, documents and other evidence showing and supporting all costs incurred under this agreement. Subrecipient must retain all records that are required by the terms of the prime award or may reasonably be considered pertinent to the prime award. PTE may verify all expenditure receipts and disburse funds in an amount equal to the approved expenditures. SUBRECIPIENT will allow access to PTE, the Montana Legislative Auditor and/or the Montana Legislative Fiscal Analyst, or other designated persons to all records as may be necessary for audit purposes and to determine compliance with this agreement.
Fly America Act:	The Fly America Act requires that all travelers and others performing U.S. Government-financed air travel use U.S. flag carriers to the extent such carriers are available, even if their use would cost more. Even when the entire trip cannot be made on U.S. flag carriers to the extent possible they should be used to the farthest interchange point on a usually traveled route. 301-3.6 (b)(4)(ii). Chartered flights are also subject to the requirements. Cost of duties, visas and value added tax are unallowable. Receipts of travel expenses are required to be submitted for payment.
International Travel:	All international travel must be pre-approved by the Western SARE Regional Coordinator. Travel expenses related to international travel may not be reimbursed if the trip was not pre-approved. Please submit your request in writing via email to the Pass-Through Entity PI and and the Pass-Through Entity Financial Contact as identified in Attachment 3 prior to making any international travel arrangements.
Liability Exposure:	The parties understand and agree that the liability of the State of Montana, PTE, its officials and employees is controlled and limited by the provisions of Title 02, Chapter 09, Montana Code Annotated entitled, <i>Government Structure and Administration – Liability Exposure and Insurance Coverage</i> , and the provisions of Title 18, Chapter 01, Part 4 entitled, <i>Contract Actions Against the State</i> . Any provision of this agreement, whether or not incorporated herein by reference or otherwise, will be controlled, limited and otherwise modified to limit any liability of the State of Montana, PTE, its officials and employees to that set forth in the above cited laws.
Non-Discrimination:	SUBRECIPIENT agrees that no part of this subaward will be performed in a manner which illegally discriminates against any person on the basis of race, color, religion, creed, political ideas, national origin, sex, age, marital status, physical and/or mental handicap.
Assignment Transfer and Subcontracting:	There will be no assignment, transfer, or subcontracting of this agreement, or of any interest in this agreement, unless both parties agree in writing. No services required under this agreement may be performed by individuals not subject to this agreement unless both parties agree in writing.
Use of Names:	Neither party will include the name of the other party or any of its employees in any advertising, sales promotion or other publicity matter without the prior written consent of the other party.
Reporting Requirements:	SUBRECIPIENT will provide to PTE any requested reports necessary to the completion of the prime award, and as detailed in Attachment 4A .
Rebudgeting:	Rebudgeting from one category to another is permissible to carry out the original approved plan of work as described in Attachment 5A. Rebudgeting between budget categories in excess of 10% of the overall award amount will require pre-approval. Please follow the directions provided on the Western SARE website (westernsare.org - see "Guidelines for Managing a Grant") for submitting a re-budget request.



Attachment 4A
Subaward Agreement Additional
Reporting Requirements

MSU ID G211-22-W8619

All reports should be submitted on the National SARE Electronic Reporting System available at <http://projects.sare.org>; reference WSARE Project Number WRGR21-009 for reporting purposes.

Annual progress reports will be due on January 31st of each year the project is ongoing.

Progress Report # 1 due: 1/31/2022

Progress Report # 2 due: 1/31/2023

Final Report is Due within 60 days from Period of Performance end date. Note: 10% of award is held pending receipt and approval of the final report.

Final Report is Due 10/30/2023

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**Attachment 5
Subaward Budget**

MSU ID G211-22-W8619

SUBAWARD EXPENSE BUDGET COST REIMBURSABLE EXPENSES - NO PAYMENTS IN ADVANCE
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	Amount
Salaries	15,970.00
Benefits	7,187.00
Sub Awards	35,029.00
Contracted Services	7,600.00
Supplies	3,895.00
Communication	1,200.00
Foreign Travel	0.00
Domestic Travel	518.00
Rent	600.00
Repair and Maint	0.00
Awards	0.00
Participant Support	0.00
Capital Equipment	0.00
Major Renovations	0.00
Facilities and Admin	8,001.00
TOTAL	80,000.00

Facilities and Admin (IDC) Basis: TDC (Total Direct Costs) Rate: 11.111% Base Amount: 71,999.00
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**Project Title: Building a grassland grazing association to support
conservation grazing in southwest Washington**

PI: Sarah T. Hamman, Ecostudies Institute

WSARE Project #: RGR21-009

Scope of Work

Objectives: This project aims to share information across agencies, disciplines, and cultures, while also strengthening the livestock producer community in southwest Washington. Our four objectives for this project are to:

1. Connect stakeholders by developing a rancher-led grassland grazing association supported by an interdisciplinary, multi-agency education and outreach team.
2. Expand knowledge and skills associated with conservation grazing principles and practices within the agricultural, conservation and regulatory communities.
3. Increase utilization and knowledge of cost-share and easement opportunities among private landowners and document landowner interest in conservation grazing programs.
4. Improve marketing and economic opportunities for regional producers engaged in conservation programs by researching a prairie-friendly agriculture product label.

Deliverables:

1. Formation of a grassland grazing association (GGA): We expect to engage at least ten local ranchers as key participants and hold at least one meeting per year.
2. Six workshops: Each in-person or virtual workshop will focus on aspects of conservation grazing practices, landowner incentive programs, and/or marketing opportunities.
3. Six recorded webinars: Three webinars each year will be dedicated to topics identified by producers as important, relevant, and helpful to their operations.
4. Four on-farm demonstrations: Each year two on-farm demonstrations, led by local ranchers, will be held to share challenges and opportunities associated with their operations.
5. Three Conservation Grazing Plans: Example Conservation Grazing Plans will be developed collaboratively utilizing region-specific conservation goals and grassland conditions.
6. Report on a prairie-friendly marketing label: A report summarizing certification programs and marketing labels for prairie-friendly operations will be provided for review by the GGA.

Timeline:

Project actions	2021 Q4	2022 Q1	2022 Q2	2022 Q3	2022 Q4	2023 Q1	2023 Q2	2023 Q3
Grassland Grazing Association meetings	X		X		X		X	
Outreach planning meetings	X	X	X	X	X	X	X	X
Host workshop series			X	X			X	X
Host recorded webinars		X		X		X		X
Hold on-farm demonstrations			X				X	
Develop conservation grazing plans				X	X			
Research ag product label	X	X	X	X	X			
Write & submit project reports	X				X			X



Attachment 6
Subaward Invoice Procedures

MSU ID G211-22-W8619

Email or mail invoices to:

Pass-Through Entity Financial Contact

Name Jennifer Von Sehlen

Address

Montana State University
PO Box 173120
Bozeman, MT 59717-3120

Phone

Email jennifer.vonsehlen@montana.edu

Invoices must meet the requirements of the Agreement Terms and Conditions. Invoices that do not meet these requirements may be returned to Subrecipient.

- 1) Reference the MSU Subaward ID **G211-22-W8619** on all invoices.
- 2) Include current and cumulative costs by budget category (including cost sharing if required) on all invoices.
- 3) Invoices should be submitted monthly, or no less frequently than quarterly. Include period covered by the invoice.
- 4) Invoices must be signed, dated and certified as to truth and accuracy. Invoices or vouchers requesting payment will include a certification, signed by an authorized official, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

Attachment B: Scope of Work
WSARE Research to Grassroots Award #G211-22-W8619
2021 Subaward – Thurston Conservation District

Staff from the Thurston Conservation District will work with other project partners to complete the following deliverables according to the timeline and budget identified in the project proposal.

Deliverables

1. Facilitation of a regional Grazing Association (GA), including planning for two GA meetings
 - a. Jointly develop agenda and identify guest speakers for GA meetings
 - b. Assist in outreach to potential GA members
 - c. Co-host GA meetings
2. Collaborate on the development of educational webinars and workshops
 - a. Research requested educational topics to ensure delivery of the most current knowledge and techniques
 - b. Recruit expert speakers
 - c. Ensure grant-identified learning objectives are achieved
3. Assist with the development of example Conservation Grazing Plans
4. Coordinate on-farm demonstrations
5. Contribute to Annual and Final Reports according to the reporting schedule

Budget

Budget Item	Amount
Personnel	\$17,855
Travel	\$575
Subtotal	\$18,430
Indirect (10%)	\$1,843
Total	\$20,273

Attachment C

Additional Assurances, Certifications, and Agreements

1. **Non-Discrimination.** To the extent that such laws apply to Awardee, Awardee agrees to abide by U.S. laws with regard to non-discrimination against U.S. citizens or legal residents employed using Subaward Funds on the basis of race, color, religion, gender, sexual orientation, national origin, handicap or age.

2. **Debarment, Suspension, and Other Responsibility Matters.** Awardee certifies to the best of its knowledge and belief that it is not presently and will not be debarred, suspended, or proposed for debarment or declared ineligible for the award of subcontracts, by any U.S. Government agency, in accordance with federal regulations (53 Fed. Reg. 19161-19211) or has been so within the preceding three year period. In that connection, Awardee certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where Awardee is unable to certify to any of the statements in this certification, Awardee shall provide to Ecostudies a written explanation prior to signing this Agreement. Awardee further certifies that it will not become debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the Subaward Term, and that it will not engage or contract for work under this Subaward with any such debarred or ineligible parties.

3. **Compliance with Laws.** Awardee represents, warrants, and agrees that, in connection with the transactions contemplated by this Agreement: (a) Awardee can lawfully work in the United States; (b) Awardee shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Agreement) any permits or licenses required for the work to be done using Subaward Funds; and (c) Awardee shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the state(s) in which the Project is located or being carried out, and any other jurisdiction(s) in which Awardee is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work being done by Awardee (in each case, an “**Applicable Law**”), and that Awardee shall not take any actions that might cause Ecostudies to be in violation of any of such Applicable Laws.

4. **Lobbying with Federal Funds Certification.** Awardee certifies, to the best of Awardee’s knowledge and belief that:

(a) no U.S. Federal appropriated funds have been paid or will be paid, by Awardee or on behalf of Awardee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any U.S. Federal contract, the making of any U.S. Federal grant, the making of any U.S. Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any U.S. Federal contract, grant, loan, or cooperative agreement; and

(b) if any funds other than U.S. Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection the underlying U.S. Federal award, Awardee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. **Other Certifications.** Awardee certifies that Awardee shall not:

(a) attempt to influence legislation or support lobbying within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code using any of the funds granted by Ecostudies; or

(b) use any portion of the Subaward Funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the U.S. Internal Revenue Code.

**Memorandum of Agreement
Between
The National Association of Conservation Districts (NACD) and the Thurston Conservation District.**

SUMMARY

This agreement (referred to as the “Agreement” or “MOA”) is entered into by the National Association of Conservation Districts (referred to as “NACD”), located at 509 Capitol Court NE, Washington, DC 20002 and the: **Thurston Conservation District** (referred to as “Grantee”).)

Grantee Address:

**2918 Ferguson St. SW, Ste A
Turnwater, WA 98512**

Grantee Contact Person **Sarah Moorehead**

Email Address: **SMoorehead@thurstoncd.com**

Phone Numbers: **(360) 754-3588**

NACD shall provide the Grantee with a grant in the amounts of:

REPI DOD Grant:	\$ 260,000.00
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Grant Total:	\$ 260,000.00
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These REPI DOD Grant Funds are made available by an Agreement between NACD and the Department of Defense (DoD). The requirements and accomplishments as specified in Thurston REPI application are also made a part of this Agreement as Exhibit I.

It is the intent of this Agreement and this project to support conservation capacity at the local level focused in DoD’s Sentinel Landscapes and around other key installations and ranges, while providing the maximum flexibility for the Grantee to carry out their responsibilities for these funds.

STATEMENT OF WORK

The Grantee shall undertake the work and activities set forth in Exhibit I, made a part hereof, and incorporated by reference as if fully written herein.

The Grantee expressly acknowledges that this Agreement shall not be construed or interpreted as a contract of agency or employment. The Grantee shall furnish its own support staff necessary for the satisfactory performance of this Agreement.

NACD may, from time to time as it deems appropriate, communicate specific instructions and requests to the Grantee concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable period of time, the Grantee shall respond to such requests. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement, and are not intended to amend or alter this Agreement or any part thereof.

Any or all materials created under this Agreement may be utilized by NACD and/or DoD to promote outreach, educational and knowledge transfer nationally.

REPORTING

For the duration of the project, NACD will require quarterly reports as of the end of quarters dated March 31, June 30, September 30, and December 31. These reports are due April 20, July 20, October 20, and January 20 using the online Quarterly Report Form at:

https://nacd.formstack.com/forms/repi_quarterly_report

Quarterly reports must address progress on carrying out work outlined in Exhibit I. Reports must identify expenditures and metrics to the ending date of the Grantee's quarterly reports. When expenditures and or metrics are not available as of the report deadline a report is still required and should include a statement in the narrative section explaining the reason such information is not provided.

A final report must also be submitted. The report should include anything not previously included in a quarterly report. The final report must also include a short narrative (up to 200 words) about the Grantee's grant experience and a photo that might be used in NACD publications about the grants. The final report must be provided within 30 days of the completion of the grant.

For any changes to the approved grant funds budgets, including an increase or decrease in the total budget, please request and secure written approval from your NACD Region Representative. Contact information can be found on the NACD website, link below.

<https://www.nacdnet.org/nacd-staff/>

NACD will respond to reports when and if there is either a request for guidance or a question of compliance with this Agreement. The Grantee shall consult with the personnel of NACD and other appropriate persons as necessary to assure understanding of the work and satisfactory completion thereof.

NACD agrees to cooperate with and provide assistance to the Grantee; which includes, designating a person or persons to whom the Grantee will contact and who will regularly review, discuss, and meet with (as possible and necessary) the Grantee regarding the services provided, the time for performance of the services and to assist in arranging meetings, conferences and other arrangements with NACD personnel to facilitate performance under this Agreement, and to ensure that all information and issues required for review by NACD are made available to the Grantee. For this agreement the contact person will be Ariel Rivers, NACD Pacific Regional Representative.

The Grantee shall consult with the personnel of NACD and other appropriate persons as necessary to assure understanding of the work and satisfactory completion thereof.

TERM OF AGREEMENT

This Agreement shall be in effect and binding for both parties for **15** months from the last signature date set forth below or 12 months from when a previous Agreement between NACD and the Grantee for

similar work is closed, whichever is later but still within the terms of NACD agreement with DoD, to carry out the work described in Exhibit 1 to the satisfaction of NACD, or until otherwise terminated. This Agreement may be extended for an additional period for reasons agreed upon by both parties including should additional funds become available.

This Agreement shall not obligate any participating parties to endorse, support, or otherwise influence any policy, legislation, or program activities.

TERMINATION

Either party to this agreement may terminate this agreement with a 60-day notice. In such a case any unused funds will be returned. This Agreement may also be terminated by NACD for noncompliance with its provisions.

RECORD KEEPING REQUIREMENTS

The Grantee shall keep all financial records in a manner consistent with generally accepted accounting procedures.

All disbursements made for this Agreement shall be only for obligations incurred in the performance of this Agreement and shall be supported by documentation and data, as appropriate to support such disbursements. All disbursements for this Agreement shall be for obligations incurred only after the effective date of this Agreement, unless specific authorization for prior disbursements has been given in writing by NACD.

PAYMENT TERMS AND CONDITIONS

Upon receipt of a signed copy of this Agreement, an initial check for twenty-five percent (three-month estimate of expenses for a one-year Agreement) of the Agreement amount will be issued to the Grantee. Assuming performance of the work continues on schedule, additional funds will be disbursed on a quarterly advanced basis until the grantee has received their entire grant.

CONFLICTS OF INTEREST

The Grantee expressly acknowledges that no officer or employee of NACD has been employed, retained, induced or directed by the Grantee to solicit or secure this Agreement with NACD upon an agreement, offer, understanding or implication involving the payment of any form of remuneration, whatsoever. The Grantee agrees that, in the event NACD has substantial reason to believe that this provision has been violated, NACD may, at its sole option, consider this Agreement void; and in doing so, NACD is released from any and all obligations under this Agreement.

INDEMNIFICATION

Except where prohibited by law, the Grantee, at its own expense, shall defend and hold NACD, its officers and employees, harmless from all claims, expenses, damages and judgments, including attorney's fees, in the event of a suit or claim arising out of the grantee's performance in executing the services as stated in Exhibit I, including but not limited to, claims of infringement of a U.S. patent, trademark or copyright, or misuse or misappropriation of a trade secret. Similarly, NACD shall provide the Grantee with reasonable notice of such suit or claim and provide information required for the defense of same.

WARRANTY AND DISCLAIMER OF WARRANTY

The Grantee warrants that the work and activities as set forth in this Agreement shall be performed by trained and qualified personnel, and in a professional manner.

COMPLIANCE WITH LAW

The Grantee agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. The Grantee accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and all other taxes or payroll deductions required for all employees engaged by the Grantee in the performance of the work authorized by this Agreement.

CHANGES OR MODIFICATIONS

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, commitments, representations and understanding of the parties with respect to the services contemplated under Exhibit I of this Agreement. Any change, deletion, addition or modification of any portion of this Agreement shall not be valid or binding upon either party, unless such change, addition, deletion or modification is agreed to in writing and signed by both parties under this Agreement. See also budget change requests above under REPORTING.

ASSIGNMENT

Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party, provided, however, that NACD may assign this Agreement to a related entity without such written consent.

CONSTRUCTION

This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the District of Columbia.

FORCE MAJEURE

Neither party shall be responsible for failure to perform under this Agreement due to causes beyond the parties' control, including but not limited to, fires, pandemics, civil disobedience, riots, embargoes, explosions, rebellions, strikes, work stoppages, acts of God or acts of any governmental authority or any other similar occurrence. The Grantee will notify and consult with NACD regarding the event and how to minimize its impact, and make reasonable efforts to address the problem and carry out the obligations of this Agreement.

BINDING EFFECT

This Agreement shall ensure to the benefit and be binding upon the legal representatives of the parties hereto, subject to the grant of consent for assignment as provided in this Agreement.

SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

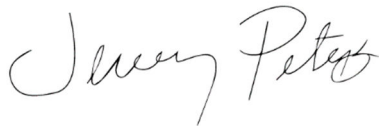
IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date set forth below.

Chair or designated representative of the Grantee

(Please print name of signer)

Name of Grantee: **Thurston Conservation District**

, 2021
(Month) (Day)



Jeremy Peters, CEO
National Association of Conservation Districts

October 1, 2021

Landowner Outreach and Technical Assistance Proposal

Proposal Partners:

Thurston Conservation District (Lead), USDA Natural Resources Conservation Service, Washington State University Thurston County Extension, USFWS Partners for Fish and Wildlife Program and Ecostudies Institute.

Funding Request:

\$888,225.00 over 3 years (Year 1: \$284,039; Year 2: \$295,786; Year 3: \$308,400)

Proposal Overview:

Thurston Conservation District seeks funding for landowner outreach through mixed media, educational workshops and direct engagement to develop and share novel technical resources, tools and programs available that further the goals of the Partnership. Additionally, funding will connect JBLM with local farm cooperatives and support the transitioning of Veterans into the local farming community. Funds will add critical capacity to provide site specific technical assistance, conservation planning and conservation practice implementation for landowners, in support of agricultural viability, species conservation, and military readiness goals. This increased capacity will also support the development of programs to enhance the economic viability of farmers participating in conservation work. This project addresses the following implementation plan actions: 1.3.1, 1.3.2, 2.1.2, 2.1.3, 2.2.2, 2.3.1, 2.3.2, 2.4.1, 2.5.1, 2.5.2, 2.6.1, 3.2.1, 3.3.3., 4.1.2, 4.1.5, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.3.1, 5.1.4. The project is ready to proceed and scalable over three years. Year 1 will focus on landowner outreach and engagement, mixed media program and technical resource development and advertising, landowner feedback, site-specific technical assistance, project development and educational program planning. Year 2 will include continued outreach and engagement, along with educational opportunities (i.e. workshops, virtual offerings, tours, etc.) and beginning conservation practice implementation. Year 3 will continue this work, with a heavy focus on conservation practice implementation. Timelines and details on activities involving the livestock producer association and prairie-friendly label development provided in Attachment A (pg. 8-12). Project budget is outlined in the table below, including matching funds provided by Thurston Conservation District and partner organizations. Contractual funds support partner organizations (WSU Extension and Ecostudies Institute (ESI)) to participate in technical resource development for landowners, landowner outreach, educational efforts, development of a prairie-friendly agricultural product label and establishment of a livestock producer association. Matching funds (\$889,269) will be used to fund conservation practice implementation and additional technical assistance for project development.

Tasks and Timeline:

	Year 1	Year 2	Year 3
Landowner Outreach & Communication	1. Send outreach mailings to 2,000 residents.	1. Send outreach mailings to 2,000 residents.	1. Send outreach mailings to 2,000 residents.

	<ul style="list-style-type: none"> 2. Post 100 physical flyers. 3. Facilitate 4 paid ads. 4. Conservation easement outreach developed and distributed. 	<ul style="list-style-type: none"> 2. Post 100 physical flyers. 3. Facilitate 4 paid ads. 4. Mitigation credit/debit outreach developed and distributed. 	<ul style="list-style-type: none"> 2. Post 100 physical flyers. 3. Facilitate 4 paid ads. 4. Easement outreach updated.
Technical Education	<ul style="list-style-type: none"> 5. Conduct 150 site visits. 6. Host 6 workshops. 7. Train 10 transitioning Veterans in whole-farm planning 	<ul style="list-style-type: none"> 4. Conduct 100 site visits. 5. Host 6 workshops. 6. Train 10 transitioning Veterans in whole-farm planning 	<ul style="list-style-type: none"> 4. Conduct 50 site visits. 5. Host 6 workshops. 6. Train 10 transitioning Veterans in whole-farm planning
Project Planning & Implementation	<ul style="list-style-type: none"> 7. Develop 5 conservation plans. 8. Recommend 50 Best Management Practices. 9. Establish JBLM institutional food buyers as regular SW WA Food Hub customers 	<ul style="list-style-type: none"> 6. Develop 15 conservation plans. 7. Recommend 150 Best Management Practices. 8. Implement 2 conservation projects. 9. Provide feasibility report for establishing JBLM farmers' market 	<ul style="list-style-type: none"> 6. Develop 10 conservation plans. 7. Recommend 100 Best Management Practices. 8. Implement 3 conservation projects. 9. Provide feasibility report for providing local farm produce to JBLM schools
Livestock Producer Network & Prairie-Friendly Agricultural Product Label	<ul style="list-style-type: none"> 10. <i>See attachment A (pg. 8 – 12)</i> 	<ul style="list-style-type: none"> 10. <i>See attachment A (pg. 8 – 12)</i> 	<ul style="list-style-type: none"> 10. <i>See attachment A (pg. 8 – 12)</i>

Outputs and Outcomes:

Landowner Outreach and Communication – Communication objectives include: (1) Develop and share information about the JBLM Sentinel Landscape Partnership (SLP), including a technical resource guide for conservation on rural and working lands that is applicable to the Sentinel

Landscape, (2) Develop and share resources available to landowners from partner organizations that support the objectives of the JBLM SLP, (3) Send invitations to educational trainings and community engagement opportunities, (4) Report back to the community on successful conservation achievements as a result of private landowner engagement, (5) Targeted outreach around the Ag Easement Staircase and a conservation resource guide for rural and working lands.

To accomplish these communication objectives the partners will:

- Send a total of 6,000 outreach postcards (or other informational mailings).
- Distribute 300 informational physical posters/flyers to visible community locations.
- Facilitate 12 paid advertisements using radio, print and social media avenues.
- Develop a resource guide to support conservation on rural and working lands that is directly applicable to the Sentinel Landscape.

Technical Education

Technical education objectives include: (1) In-depth understanding of individual landowner/operator eligibility for federal, state and local conservation programs, (2) Assistance in applying for/enrolling in conservation programs, (3) Training on management-based Best Management Practices (ex. conservation grazing, pasture management, etc.), (4) Community-driven focus groups to support the Ag Easement Staircase development process, and (5) Establishment of new Veteran-owned farming businesses within the landscape.

To accomplish these technical education objectives the partners will:

- Conduct a minimum total of 300 site visits to private landowners/operators within the JBLM SLP geography.
- Host a minimum of 18 workshops for landowners/operators focusing.
- Conduct annual 12-week training courses for new farmers and offer 30 scholarships to military Veterans.

Project Planning and Implementation

Project planning and implementation objectives include: (1) Identifying natural resource concerns and priorities for on-farm conservation strategies, (2) Conservation plan development and conservation practice design, (3) Project funding identification and application, (4) Conservation practice implementation, and (5) Increased JBLM participation in the local food marketplace.

To accomplish these project planning and implementation objectives the partners will:

- Develop a minimum of 30 conservation or individual stewardship plans for landowners/operators.
- Recommend a minimum of 300 Best Management Practices to address natural resource concerns, improve listed species habitat and enhance the viability of agricultural operations.
- Implement a minimum of 5 conservation practices that address natural resource concerns, improve listed species habitat and enhance the viability of agricultural operations.
- Establish JBLM food buyers within local Food Hubs.
- Provide feasibility reports and lay the groundwork for a JBLM farmers' market and a JBLM farm-to-school program.

Livestock Producer Network & Prairie-Friendly Agricultural Product Label

Project details and timeline included in **Attachment A**.

Partner Responsibilities:

Thurston Conservation District (Lead) – TCD will serve as the lead partner and fiscal agent on this project, working in collaboration with all project partners to achieve the implementation goals listed within the project. In addition, TCD will co-lead landowner education and outreach efforts, including mixed media outreach to the community and co-hosting educational workshops. TCD will take on the primary role of supporting landowners providing technical assistance and conservation planning to identify natural resource concerns. TCD will co-lead the designing and implementation of conservation practices. TCD will provide match through direct cost-share implementation (\$100,000). Implementation plan actions addressed: 2.1.2, 2.1.3, 2.3.1, 2.3.2, 2.6.1, 3.2.1, 4.1.2, 4.1.5, 4.2.1, 4.2.2, 4.2.3, 4.2.4.

WSU Extension Thurston County – WSU will co-lead landowner education and outreach efforts, including mixed media outreach to the community and co-hosting educational workshops. In addition, WSU will lead specific outreach and educational efforts around the Ag Easement Staircase and whole farm planning. Additionally, WSU will lead efforts to connect JBLM food buyers with local farmers through connections with food hubs, exploration of a JBLM farmers' market and assessment of farm-to-school programs on base. WSU will continue to support additional efforts of the project as applicable to ensure a clear, cohesive and unified approach to engaging community members. WSU will provide in-kind match for educational activities (\$5,000). Implementation plan actions addressed: 1.3.1, 1.3.2, 2.2.2, 2.3.1, 2.3.2, 2.4.1, 2.5.1, 2.5.2, 3.3.3, 4.2.3, 4.3.1, 5.1.4.

USDA Natural Resources Conservation Service – NRCS will co-lead the design and implementation of conservation practices on private lands. In particular, NRCS will lead the implementation of conservation practices funded through the Environmental Quality Incentives Program (EQIP). This program will provide match at an estimated total of (\$600,000).

Partners for Fish and Wildlife Program – PFWP will support landowner outreach and education including mixed media outreach to the community and co-hosting educational workshops. PFWP will support technical assistance to landowners and the implementation of conservation practices on private lands. This program will provide in-kind match through supporting outreach activities and technical assistance at an estimated total of (\$70,270).

Ecostudies Institute – ESI will lead the prairie-friendly marketing label development, the development of outreach materials, marketing report and co-development of conservation grazing plans and templates. In addition, ESI will support workshops, webinars and the objectives of the grassland grazing association. ESI will provide match at an estimated total of (\$80,000) through Western SARE.

Implementation Plan Actions Addressed:

Over the course of three years, TCD plans to lead and/or contribute to the following Sentinel Landscape Partnership Implementation Plan actions, together with our partners:

Action 1.3.1 – By 2020, develop and finalize the Conservation Easement Staircase (Staircase) outreach product, a suite of incentive programs and other resources that provides a variety of options for agricultural landowners to continue ranching or farming while providing conservation benefits.

Action 1.3.2 – By 2021, complete expanded Staircase, adding more details to each step (in order of increasing conservation commitment: Legacy Ag, Bronze, Silver, Gold, Platinum) and expanding on information and concepts relating to conservation practices, essential easement components, mitigation potential, and species habitat requirements.

Action 2.1.2 – Assist partners with developing other streamlined regulatory processes to help them ensure their incentive programs are effective for land conservation.

Action 2.1.3 – Develop concept of a landowner “one-stop-shop” approach for all available incentive programs within the Sentinel Landscape.

Action 2.2.2 – Link mitigation tools for buyers and sellers with Agricultural Easement Staircase actions in Strategy 1 - Rural Lands Protection (Actions 1.2.1 and 1.2.2).

Action 2.3.1 – Over the next 3 years, support the Partnership Liaisons (Agriculture, Veterans) and their activities, such as the Voluntary Stewardship and Agri-Preneur Business Planning Programs, to support Partnership objectives.

Action 2.3.2 – Enhance capacity for veterans’ programs that connect veterans with farming- and conservation-oriented career development and business opportunities.

Action 2.4.1 – Develop or adapt a brand certification program for conservation grazing, including a review of successful programs elsewhere, such as the Grassland Alliance.

Action 2.5.1 – Link food sellers and buyers

Work with South Sound Food Network's Food Hub to better link food sellers and buyers within the Sentinel Landscape.

Action 2.5.2 – Identify indicators of readiness and capacity for establishing a farm-to-school program within Sentinel Landscape communities. Create a Work Group to evaluate and develop next steps.

Action 2.6.1 – Create a program to meaningfully acknowledge landowner conservation efforts in a way that's visible to the public.

Action 3.2.1 – Restore 100 acres of prairie on conservation lands towards suitable habitat for listed and at-risk species.

Action 3.3.3 – Expand and increase Partnership personnel to provide technical assistance on conservation grazing on working lands.

Action 4.1.2 – Develop an inventory of landowners interested in participating in programs.

Action 4.1.5 – Identify targeted opportunities for communication and outreach.

Action 4.2.1 – Utilize existing Partner programs to reach out to landowners about Partnership's technical assistance and funding opportunities, such as NRCS Farm Bill programs, USFWS Partners for Fish and Wildlife Program, and Thurston County's Voluntary Stewardship Program and provide the menu of easement types developed by the SL Partners.

Action 4.2.2 – Utilize Partnership's existing agricultural liaison (Thurston Conservation District staff), as a means of linking people with Partnership programs and facilitating enrollment in, or application of, various assistance programs.

Action 4.2.3 – Hold workshops and outreach events, such as those held in 2019 by Washington State University, about management practices that demonstrate compatibility between agriculture and conservation.

Action 4.2.4 – Utilize on-farm technical assistance, such as the Thurston Conservation District's Individual Stewardship planning, as a means to promote and provide access to conservation programs.

4.3.1 – Reach out to veterans about programs to help them start and maintain agricultural and conservation businesses.

Action 5.1.4 – Secure funding for Liaison Positions to support implementation of Strategies 2 and 3.

Budget:

	Year 1	Year 2	Year 3	Total
Salaries & Benefits	\$141,246	\$149,860	\$159,145	\$450,251
Supplies & Mileage	\$5,000	\$5,000	\$5,000	\$15,000
Contractual	\$102,481	\$103,461	\$104,468	\$310,411
25% Overhead*	\$35,312	\$37,465	\$39,786	\$112,563
Total Request	\$284,039	\$295,786	\$308,400	\$888,225
Estimated Match**	\$228,423	\$330,423	\$330,423	\$889,269
Total Project Costs	\$512,462	\$626,209	\$638,823	\$1,777,494

Total Request: \$888,225.00*Total Project Costs: \$1,777,494.00***Budget Detail:**

- Salaries & Benefits – Includes 1 FTE for technical assistance, planning and project development, .5 FTE for community outreach and educational efforts, and .05 FTE for project engineering support.
- Supplies and Mileage – Includes mileage for landowner site visits, printed outreach materials, postage for outreach mailings, paid advertising and workshop supplies.
- *Overhead – TCD standard 25% overhead rate. In the event that a federally negotiated overhead rate is necessary, TCD will proceed with the Federally recognized 10% de minimis rate.
- ** Funds include in-kind match from listed partners and complimentary funding provided by the Western Sustainable Agricultural Research and Education (SARE) Research to Grassroots Grant. Matching funds dependent upon actual NRCS EQIP signups, other cost share funding implementation and availability of allocated funds in specific programs of landowner interest.

Attachment A:

Expanding conservation and economic opportunities through a livestock producer network and development of prairie-friendly agricultural product label.

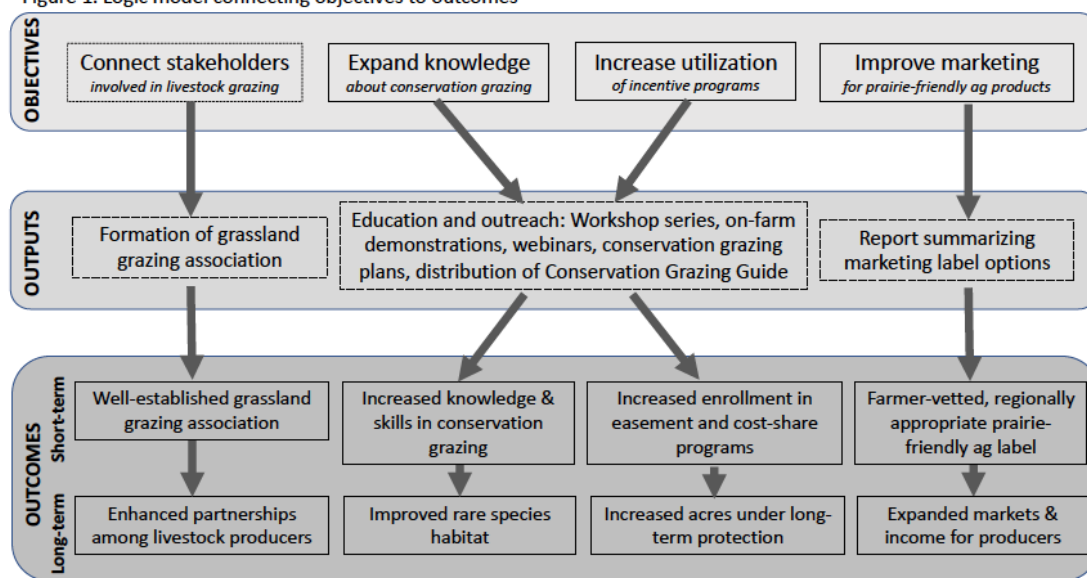
Project Overview

Overview of Project / Project Summary (Short Description – 1 paragraph): To build effective conservation incentive programs for the agricultural community and implement conservation grazing research findings on working lands, a broad education and outreach strategy must be utilized to engage the landowners, producers, funders, regulatory agencies and conservation professionals. Ecostudies Institute, along with a suite of regional partners, will initiate a livestock producer-led regional grassland grazing association focused on sharing the principles, practices and programs that support both sustainable livestock production and rare species habitat. This association will be supported by an interdisciplinary team that will develop and host at least four outreach events (online and in-person workshops, webinars and on-site demonstrations) annually, driven by the needs and interests of regional livestock producers. In tandem with outreach efforts, we will conduct research on innovative marketing approaches for region-specific prairie-friendly agricultural products. A report summarizing certification programs and other case studies of marketing labels for conservation operations from around the world will be provided to the grassland grazing association for review and adoption.

Project Description

Full Project Description/Scope of Project and Need: Farmland and prairies in southwest Washington are threatened, having contracted by over 100,000 acres (65% reduction) and 165,000 acres (>90% reduction), respectively over the past 100 years. Both contribute ecologically, economically, socially, and culturally to the region. Several recent efforts have identified a striking opportunity to build a coalition for conservation on grazed grassland around a motivated ranching community. A 2018-2020 WSARE evaluation of species protection on working prairie land, the Thurston County Habitat Conservation Plan

Figure 1. Logic model connecting objectives to outcomes



(HCP) and the Sentinel Landscape group all suggest large-scale funding and key partnerships are within reach to protect habitat and working lands in southwest Washington. Utilizing existing local data and knowledge, partnerships, and regulatory infrastructure, we will support development of a rancher-led association and coordinate a strategic conservation grazing education and outreach plan. This team will host farm tours, demonstrations, webinars and workshops to share conservation grazing principles and practices, information about incentive programs and farmer-prioritized marketing strategies for prairie-friendly products. This will support relationships in the grassland grazing community, protect working lands, enhance habitat for endangered species, and generate economic opportunity for producers (Figure 1).

This project aims to share information across agencies, disciplines and cultures, while also strengthening the livestock producer community in southwest Washington. While agriculture-based committees and organizations exist, none are focused on livestock producers, with the specialized needs, challenges and opportunities that exist within that community. Due to the fact that most grazing lands in southwest Washington are located on remnant prairies, these ranchers have the unique challenge of managing a successful business while also protecting endangered species on their property. By creating a venue for information sharing, easy access to cost-share and funding opportunities, and enhanced community support, we hope to generate both business and conservation gains for producers in this region, which will reduce the burden of endangered species management for the DoD. ***Our four objectives for this project include:***

1. Connect stakeholders by developing a rancher-led grassland grazing association supported by an interdisciplinary, multi-agency education and outreach team, with a minimum target of ten participating ranching businesses.
2. Expand knowledge and skills associated with conservation grazing principles and practices within the agricultural, conservation and regulatory communities, using results from previous WSARE studies, example conservation grazing management plans and a previously written and peer-reviewed Conservation Grazing Guide.
3. Increase utilization and knowledge of cost-share and easement opportunities among private landowners and document landowner interest in conservation grazing programs.
4. Improve marketing and economic opportunities for regional producers engaged in conservation programs through the development of a marketable prairie-friendly agriculture product label.

Project Tasks and Effort: To increase agriculture knowledge, skills, and adoption of conservation grazing practices, we will collaboratively develop a rancher-driven producer association and support related outreach and market development activities. We propose an outreach schedule for each year consisting of quarterly planning meetings for the multi-agency team, biannual association meetings, on-farm demonstration events, online educational webinars, topic-specific interactive workshops utilizing guest speakers, and extensive distribution of a peer-reviewed Conservation Grazing Guide developed in the previous WSARE study (Table 1). All outreach materials will provide information to support adoption of targeted conservation grazing practices evaluated in the previous WSARE study (Bramwell et al. 2019) and shown elsewhere to result in ecological enhancement. Each of the outreach methods planned for this project with the target participation is outlined below.

- A. Development of a grassland grazing association (Target participation: 15-20 grazing livestock businesses): In three years of Western SARE-funded prairie grazing research trials, a good degree of cohesion and interest among Thurston County ranchers was achieved. Rancher-collaborators on this proposal want to build on this cohesion by forming a grassland grazing association to holistically support the ecological, economic and social sustainability of grassland-based livestock enterprises. The rancher-driven association will provide a platform for networking, on-farm demonstrations, and workshop education and outreach deliverables focused on conservation grazing practices. To ensure relevance and retain the interest of members, ranchers will 'own' the entity with the administrative, funding, and organizational support provided by the proposal partners. Conservation grazing topics will be nested within rancher-identified educational topics to deliberately support the environmental as well as the social and economic aspects of sustainability. This addresses input from one of our rancher-collaborators that "if you only talk about butterflies and gophers, you're going to lose the ranchers' interest pretty quickly." As COVID-19 conditions permit, in-person meetings with food, education, socializing, and networking will be held in winter and spring of each year (for a total of 5 meetings throughout the funding period (Table 2).
- B. Education and Outreach around Conservation Grazing – this includes:
- i. On-farm demonstration events (Target participation: 30 grazing-based livestock producers, 2 regulatory entities, 15 conservation technical service providers): Two on-farm demonstration events will be held annually (starting in 2022) at farm sites where conservation grazing strategies have been successfully implemented. Riverbend Ranch (past WSARE trial site) and Tracking Y Ranch operations are planned for 2022 demonstrations.
 - ii. Online webinars (Target participation: 30-50 grazing-based livestock producers, 3 regulatory entities, 20 conservation technical service providers): A total of five 1-hour online education webinars will be held on topics chosen by the grazing association, provided in synchronous and asynchronous (recorded) options for viewing and participation. Conservation themes will be integrated with webinar topics. Delivery method will be online/remote lecture-based content drawing primarily from guest speakers with ample time for question and answer. Both Thurston Conservation District and WSU-Extension have the technical infrastructure to support webinars.
 - iii. Workshop series (Target participation: 30 grazing-based livestock producers, 2 regulatory entities, 15 conservation technical service providers): These in-person events will be topic-specific, focused learning activities aimed at linking topics of explicit rancher interest to outcomes from the recent grazing research project. For example, the proposed workshop topic of "Cattle and Critical Species: Benefits and Trade-Offs" would include discussion of leasing and restoring land for regional Habitat Conservation Plans, financial incentives associated with critical species habitat protection, and financial considerations associated with spring grazing deferment. Each workshop will integrate guest speakers, focus on the intersection of conservation and grazing, and provide interactive, skill-based learning for participants.
- C. Conservation grazing plans: The Thurston Conservation District, Natural Resources Conservation Service and Ecostudies Institute will partner to develop at least three sample conservation grazing plans. These plans will illustrate several conservation scenarios to help grazing operations envision the right type and level of conservation for their operation. Critical options to consider include fertility and irrigation management, rotational grazing systems, native plant seeding, seasonal grazing schedule, and management operations including forage enhancement.
- D. Prairie-friendly agriculture product label: This task will be completed in three parts consisting of: 1) background research conducted by Ecostudies Institute, 2) a mission-vision-values rancher

workshop facilitated by the Thurston Conservation District in spring 2022, and 3) a complementary branding roundtable consulting with the Economic Development Council and Grassland Alliance (a third-party certification partner) in winter 2022/23. Findings and recommendations will be compiled in a written proposal to develop or adapt a certification program for ecological livestock production on working lands, including a review of successful program(s).

Project Timeline:

Project Actions	Yr 1		Yr 2				Yr 3			
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Grassland Grazing Association meetings		X		X		X		X		X
Outreach planning meetings	X	X	X	X	X	X	X	X	X	X
Host recorded webinars	X		X		X		X		X	
Host Workshop series				X	X			X	X	
Hold on-farm demonstrations				X	X			X	X	
Develop conservation grazing plans					X	X				
Research & develop recommendations for prairie-friendly ag product label	X	X	X	X	X	X	X			
Write & submit reports		X				X			X	

Project Deliverables:

This project will generate a variety of deliverables, directly related to the stated objectives:

- A. Formation of a grassland grazing association (meets Objective 1): The formation of this group is driven by the stated needs and interests of the regional ranching community. Therefore, we expect to engage at least ten local ranchers as key participants throughout the length of the project and hold biannual meetings (2 per year) to maintain interest, build networks and share information.
- B. Education and Outreach events:
 - i. Two workshop series (meets Objectives 2 & 3): Each workshop series will include 3 in-person or virtual workshops focused on different aspects of conservation grazing practices, landowner incentive programs, and marketing opportunities, among other topics prioritized by ranchers.
 - ii. Five recorded webinars (meets Objectives 2 & 3): Webinars will be dedicated to topics identified by producers as important, relevant and helpful to their operations.
 - iii. Four on-farm demonstrations (meets Objectives 2 & 3): Two farm tours/on-farm demonstrations, led by local ranchers, will be held each year to share challenges, opportunities and tips associated with implementation of conservation rotational grazing practices (cross fencing, native seeding, etc.).
- C. Three Conservation Grazing Plans (meets Objective 3): Three example Conservation Grazing Plans developed collaboratively utilizing region-specific conservation goals and grassland conditions will give ranchers templates from which they can build a plan for their operation.
- D. Report on prairie-friendly marketing label (meets Objective 4): a report summarizing certification programs and other case studies of marketing labels for conservation or prairie-friendly operations from around the world will be provided to the grassland grazing association for review and adoption.

How will you address project risks?

The primary risks associated with this project include: 1) miscommunications and misunderstandings due to the large number of partners involved and 2) lack of engagement by ranchers and private landowners. The work proposed for this project builds off of previous work and well-established partnerships, which ensures a strong team and effective communications. Additionally, the inclusion of and financial support for three rancher advisors provides an assurance of their involvement and leadership and increases the likelihood of more widespread engagement of the ranching community in meetings and outreach activities. The goals and activities are driven by the stated needs of the ranching community; we have had high levels of involvement by private landowners at previously held workshops and demonstrations with requests for more so this work will be fulfilling an explicit need.

Project Benefits/Alignment with Implementation Plan

Which Implementation Plan objectives and actions does the project progress and how?

This project will address three stated objectives in the Sentinel Landscapes Implementation Plan. Sharing research results from a previous study evaluating effects of conservation grazing practices on rare species habitat will directly address Objective 3.7 (Working lands research). Developing a rancher-led grassland grazing association and co-organizing outreach events will support Objective 4.2 (Outreach to landowners). Finally, conducting marketing research on branding strategies to support the development of a prairie-friendly agricultural product label will address Objective 2.4 (Marketing support).

How does the project benefit conservation, military readiness, and/or working lands?

This work will connect livestock producers throughout the region, creating a network for information-sharing about conservation principles, practices and programs and ultimately increasing acres enrolled in conservation programs. Developing a marketable prairie-friendly ag product label will enhance economic opportunities for livestock producers involved in conservation programs, benefiting the agricultural community and rare species conservation, therefore easing the burden on JBLM.

Project Sponsor: Thurston Conservation District
Project Title: Scatter Creek S Tributaries Project Development

Project Number: 21-1089C
Approval Date: 09/23/2021

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Salmon Recovery Funding Board (SRFB or funding board) and 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.

The Sponsor's Data Universal Numbering System (DUNS) Number is 16-8783850.

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 General Fund - Federal of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

This planning project focuses on developing a conceptual restoration plan and a preliminary design for Creekside Conservancy-owned lands in the Cozy Valley area SE of Tenino, Washington. It includes riparian planting to enhance diversity and quality of habitat. Cozy Valley hosts the southern headwater tributaries to Scatter Creek, part of the Chehalis Watershed. The conceptual planning process will assess feasibility of restoration options and identify priorities and sequencing for future implementation on up to 80 acres of Conservancy-owned lands. It will identify and plan priority actions to (1) increase the quantity, quality, and complexity of accessible off-channel rearing and over-wintering habitat for juvenile Coho salmon, as well as quality habitat for Steelhead, Cutthroat and Rainbow trout, amphibians, and beaver in Scatter Creek's southern headwaters at Cozy Valley, it will (2) explore complementary strategies to increase water retention and storage in this headwaters valley to benefit late summer instream flow in Scatter Creek, (3) will develop preliminary design for the Sampson parcel, and (4) will enhance riparian conditions in at least 5 acres of conserved buffer. The project will result in a Cozy Valley conceptual restoration plan, prioritized actions for implementation, and preliminary design and restoration planting. Species expected to benefit from this project include Coho salmon and Winter Steelhead.

PERIOD OF PERFORMANCE

The period of performance begins on September 23, 2021 (project start date) and ends on September 23, 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 the restoration portion of this 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 \$132,778.00. 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
SRFB - Salmon Federal Projects	84.96%	\$132,778.00	Federal
Project Sponsor	15.04%	\$23,500.00	
Total Project Cost	100.00%	\$156,278.00	

FEDERAL FUND INFORMATION

If federal funding information is included in this section, this project is funded by, matched by, and/or funded in part by the following federal award, or subaward:

Federal Agency: US Dept of Commerce
Catalog of Federal Domestic Assistance Number and Name: 11.438 - PCSRF
Federal Award Identification Number: NA21NMF4380457
Federal Fiscal Year: 2021
Federal Award Date: 08/23/2021
Total Federal Award: \$17,848,000
Federal Award Project Description: FY2021 Pacific Coastal Salmon Recovery

This funding is not research and development (R&D).

If the Sponsor's total federal expenditures are \$750,000 or more during the Sponsor's fiscal-year, the Sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200 (as updated). The Sponsor must provide a copy of the final audit report to RCO within nine months of the end of the Sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

Sponsor shall comply with the federal "Omni-circular" (2 C.F.R. Part 200).

RCO may suspend all reimbursements if the Sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any and all RCO Agreement(s) with the Sponsor if such noncompliance is not promptly cured.

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, WAC Title 420, SRFB policies shall apply as terms of this Agreement.

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

- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- Restoration Projects - Manual 5
- Salmon Recovery Grants - Manual 18

SPECIAL CONDITIONS

None

AGREEMENT CONTACTS

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

Sponsor Project Contact

Karin Strelhoff

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

RCO Contact

Brandon Carman
Outdoor Grants Manager
PO Box 40917
Olympia, WA 98504-0917
brandon.carman@rco.wa.gov

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

ENTIRE AGREEMENT

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

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 21-1089, 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.

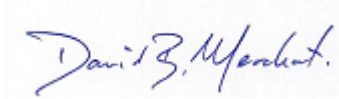
Thurston Conservation District**By:** _____**Date:** _____**Name (printed):** _____**Title:** _____**State of Washington Recreation and Conservation Office
On behalf of the Salmon Recovery Funding Board (SRFB or funding board)****By:** _____**Date:** _____

Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By: _____**Date:** _____

Assistant Attorney General



06/01/2021

Project Sponsor: Thurston Conservation District
Project Title: Scatter Creek S Tributaries Project Development

Project Number: 21-1089C
Approval Date: 09/23/2021

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Planning/Restoration Metrics

Worksite #1, Project Development & Planting

Targeted salmonid ESU/DPS (A.23):

Coho Salmon-unknown ESU, Steelhead-
Washington Coast DPS

Targeted species (non-ESU species):

Cutthroat, Rainbow

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

80.0

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

1.00

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

Approximate length of main channels
0.33

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

Approximately .33 miles of the creeks will be enhanced by the riparian planting activities.
"Grays Harbor County Lead Entity Habitat Work Group (2011). The Chehalis Basin Salmon Habitat Restoration and Preservation Strategy for WRIA 22 and 23. Grays Harbor County. 100 W Broadway, Montesano, WA 98563."
[www.chehalisleadentity.org/documents/ASRP_Steering_Committee_\(2019\).Chehalis_Basin_Strategy_Aquatic_Species_Restoration_Plan_\(ASRP\)_Phase_1_document.pdf](http://www.chehalisleadentity.org/documents/ASRP_Steering_Committee_(2019).Chehalis_Basin_Strategy_Aquatic_Species_Restoration_Plan_(ASRP)_Phase_1_document.pdf)
<https://chehalisbasinstrategy.com/asrp/asrp-phase-i-draft-plan/>

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

None
groundwater level/stream flow data is being collected starting May 2021 and data collection will continue during the project, if funded. This info is being collected to inform project design; it isn't monitoring data but is noted here in case.

Design for Salmon restoration

Preliminary design (B.1.b.11.a RCO)

Project Identified in a Plan or Watershed Assessment. (1220) (B.1.b.11.a):

"Grays Harbor County Lead Entity Habitat Work Group (2011). The Chehalis Basin Salmon Habitat Restoration and Preservation Strategy for WRIA 22 and 23. Grays Harbor County. 100 W Broadway, Montesano, WA 98563."
[www.chehalisleadentity.org/documents/ASRP_Steering_Committee_\(2019\).Chehalis_Basin_Strategy_Aquatic_Species_Restoration_Plan_\(ASRP\)_Phase_1_document.pdf](http://www.chehalisleadentity.org/documents/ASRP_Steering_Committee_(2019).Chehalis_Basin_Strategy_Aquatic_Species_Restoration_Plan_(ASRP)_Phase_1_document.pdf)
<https://chehalisbasinstrategy.com/asrp/asrp-phase-i-draft-plan/>

Priority in Recovery Plan (1222) (B.1.b.11.b):

Scatter Creek is a priority area within the ASRP Black River Ecological Unit and restoration implementation is a medium priority (after high priority early action reach projects get started). Planning at this phase is appropriate to prepare the project for future final design/construction.

Restoration Planning And Coordination Project

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

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

Aquatic Species Restoration Plan; Chehalis Watershed (WRIA 22/23) Response to 2018 Streamflow Restoration Law, Addendum to the Chehalis Watershed Management Plan

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

Scatter Creek is a priority area within the ASRP Black River Ecological Unit and restoration implementation is a medium priority (after high priority early action reach projects get started). Planning at this phase is appropriate to prepare the project for future final design/construction.
n/a

Name and Description of Plan (2299):

Riparian Habitat Project

Total Riparian Miles Streambank Treated (C.5.b.1):

0.33

Total Riparian Acres Treated (C.5.b.2):

5.0

Approximate length of stream/acreage. Will depend on planning activities and where future restoration actions will take place.

Planting (C.5.c.1)

Acres Planted in riparian (C.5.c.3):

5.0

Miles of streambank planted (C.5.c.4):

0.33

Riparian Plant removal / control (C.5.h.1)

Acres of riparian treated for plant removal/control (C.5.h.3):

0.1

Miles of streambank treated for plant removal/control (C.5.h.4):

0.01

Agency Indirect Costs

Agency Indirect

Project Sponsor: Thurston Conservation District
Project Title: Scatter Creek S Tributaries Project Development

Project Number: 21-1089C
Approval Date: 09/23/2021

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	09/23/2021	
	Landowner Agreement to RCO	02/28/2022	
	RFP Complete/Consultant Hired	03/01/2022	
	Cultural Resources Complete	05/01/2022	Must occur before any ground disturbing activities.
	Data Gathering Started	05/01/2022	
	Annual Project Billing Due	06/30/2022	
	Progress Report Due	06/30/2022	
	Progress Report Due	12/30/2022	
	Draft Design to RCO	12/30/2022	This signifies the deliverable date for the conceptual restoration plan.
	Progress Report Due	03/30/2023	
	Applied for Permits	07/01/2023	
	Preliminary Design to RCO	09/01/2023	
	Agreement End Date	09/23/2023	
	Restoration Complete	09/23/2023	Plantings.
	Permits Complete	09/23/2023	
	Final Billing Due	12/30/2023	
	Final Report Due	12/30/2023	
	RCO Final Inspection	12/30/2023	

Project Sponsor: Thurston Conservation District
Project Title: Scatter Creek S Tributaries Project Development

Project Number: 21-1089C
Approval Date: 09/23/2021

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 10/08/2021.

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 board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

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

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

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. 200 as updated).

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.

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

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

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

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

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

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

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.

- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been 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.

SRFB – Salmon Recovery Funding Board

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. In order to satisfy 15 CFR 24.42(b) & (c) and 2 CFR 200 (as updated), for projects that contain Pacific Coast Salmon Recovery Funds or are used as match to Pacific Coast Salmon Recovery Funds the sponsor shall retain records for a period of nine years from the date RCO deems the project complete as defined in the PROJECT REIMBURSEMENTS Section.
- D. **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.
- E. **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. **Requirements for Federal Subawards.** Pre-Agreement costs before the federal award date in the FEDERAL FUND INFORMATION Section are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- E. **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.
- E. **Requirements for Federal Subawards: Match.** The Sponsor's matching share must comply with 2 C.F.R. Part 200 (as updated). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:
 - 1) Are verifiable from the non-Federal entity's (Sponsor's) records;
 - 2) Are not included as contributions for any other Federal award;
 - 3) Are necessary and reasonable for accomplishment of project or program objectives;
 - 4) Are allowable under 2 C.F.R. Part 200 as updated;

- 5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- 6) Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and
- 7) Conform to other provisions of 2 C.F.R. Part 200 (as updated) as applicable.

F. **Requirements for Federal Subawards:** Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:

- 1) Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
- 2) Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
- 3) Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
- 4) Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

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.
- C. **Requirements for Federal Subawards.** RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

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.
- D. **Requirements for Federal Subawards.** Requirements for Federal Subawards. Sponsors must also comply with program income requirements (see 2 C.F.R. Part 200 (as updated) for federal awards).

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.

B. Requirements for Federal Subawards.

- 1) For all Federal subawards, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).

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.

C. **Requirements for Federal Subawards.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013) as updated and amended):

- 1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- 2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- 3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- 4) Adequate maintenance procedures must be developed to keep the property in good condition.
- 5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

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.
- D. **Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
 - 1) The fund source;
 - 2) The percentage of the total costs of the project that is financed with federal money;
 - 3) The dollar amount of federal funds for the project; and

- 4) The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

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.

PROVISIONS FOR FEDERAL SUBAWARDS

The following provisions shall be in force for this agreement:

- A. **Sub-Recipient** (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 (as updated). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. **Binding Official.** Per 2 CFR 200 (as updated), as updated, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- C. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200 (as updated).
 - 1) **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan,

insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- 2) **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- D. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in the Federal Fund Information Section.

The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

- E. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- F. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- G. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).

- H. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in

connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

- I. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- J. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- K. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- L. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

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.

Item

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National Association of Conservation Districts and Washington Association of Conservation
Districts Update* for
Thurston Conservation District
December 23, 2021 Meeting

NACD

- A. NACD publications are available [here](#). You can subscribe to these digital newsletters: *eResource*, *The Resource*, *Forestry Notes*, and *Conservation Clips*. Resources to stay abreast of issues relevant to conservation districts.
- 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](#). Adding a virtual component is contemplated.
- C. NACD Organizational changes. New positions:
[Karla Maldonado](#) was promoted to chief operating office.
[Jan Nelligan](#) is the new chief programs officer.
[Mariah MacKenzie](#), Government Affairs Associate.
Rebecca Cisco, Director of Communications
[Carly Long](#), Marketing Coordinator.
[Jen Nelligan](#), Chief Partnerships Officer.
[Annica McGuirk](#), Northeast Region Representative.
[Terrence Curtiss](#), Director of Membership.
[Rich Duesterhaus](#) will now serve as a Senior Advisor.
[Keith Owen](#) will now serve as Director of Education.
- D. UAC Grants Update
1. Program information is at NACD's urban and community webpage, including the RFP, FAQs, link to the application, etc.: <https://www.nacdnet.org/newsroom/nacd-announces-application-period-for-urban-conservation-grants/>
 2. Application period: Now – 11:59 PM local, Jan. 31, 2022
 3. Informational session 12/14, 4 PM ET. Registration available: <https://nacdnnet.app.neoncrm.com/eventReg.jsp?event=1376&>
- E. NACD Pacific Region. Next Zoom call - January 4, 2022 from 4-5 pm (PST). Contact [Ariel](#) Rivers for access. The November 2 meeting covered: progress on 1-year work plan; legislative update; introducing new staff.
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WACD

1. Latest WACD information is at the WACD "[Hub](#)" and also subscribe to the Five Things newsletter which generally comes out each Thursday. A subscription link can be found on the lower right of the [Hub](#) page.
2. Our Thurston CD resolution on establishing a **WACD sustainable funding committee** was passed with only one dissenting vote.
3. The recommendations of the **Diversity, Equity, and Inclusivity (DEI) committee** were accepted by the membership. There was, in my estimation, acrimonious discussion and the vote was something like 35 in favor and 27 against (my estimate).
4. WACD officer corps for 2022: President – Mike Mumford (Pend Oreille CD); Vice-president – Amy McKay (Whitman CD); Secretary – Barbara Bailey (Underwood CD); Treasurer – Dave Fenn (Lewis CD); Past president – Jeanette Dorner (Pierce CD); National director – Doug Rushton (Thurston CD).
5. For more specific information on the 2021 WACD Annual Meeting, go to:
 - **WACD annual conference** - <https://hub.wadistricts.org/2021/11/wacd-annual-conference-concludes-business-meeting-on-november-30/> and <https://hub.wadistricts.org/2021/11/association-holds-annual-meeting-elects-new-officers/>
 - **Resolutions** passed at 2021 WACD Annual Meeting. They are on the WACD Hub at - 2 – Resolutions: current status and can be accessed [here](#).

*as of December 8, 2021

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National Association of Conservation Districts and Washington Association of Conservation
Districts Update* for
Thurston Conservation District
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*as of December 8, 2021

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Item

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Proposed 2022 Consolidated Budget



November 12, 2021

	Income	Income \$\$	Expense	Expense \$\$
1	Unrestricted Budget			
2	Unrestricted Income		Unrestricted Expenses	
3	District Services	55,200	Administrative Expenses	
4	WSSC Implementation	117,823	Administrative Salaries & Benefits	231,725
5	Rates and Charges	554,668	Professional Services	60,000
6	Overhead	165,300	Facility, Vehicles and Maintenance	99,000
7	Cash Surplus	31,500	Supplies	11,750
8			Conferences, Training and Travel	10,971
9			Insurance and Banking	27,320
10			Administrative Expenses Total	440,766
11				
12			Program Allocations	
13			Local Food Production and Consumption	16,500
14			Producer Support & Preservation and Expansion of Working Lands	22,300
15			Water Quality & Quantity and Protection & Restoration of Ecosystems	5,000
16			Soil Conservation and Health	46,600
17			Community Outreach and Engagement	157,700
18			Adult and Youth Conservation Education	52,500
19			Climate Change Adaptation & Mitigation and Other Strategic Priorities	108,125
20			Program Allocations Total	408,725
21				
22			Savings	75,000
23	Unrestricted Income Total	924,491	Unrestricted Expenses Total	924,491
24				
25	Restricted Budget			
26	Restricted Income		Restricted Expenses	
27	FY21-23 ESRP Shore Friendly	172,478	Salaries & Benefits	860,147
28	FY21-23 ASRP Independence	16,389	Overhead	155,800
29	FY21-23 ASRP Riverbend	22,188	Travel	14,093
30	SRFB Cozy Valley	112,551	Goods & Services	241,122
31	Zangle Cove	32,144	Construction & Landscaping	231,019
32	FY21-23 Livestock	10,000	Cost Share	223,598
33	Skookumchuck Restoration	193,146		
34	FY21-23 Chehalis Flood Plain	94,848		
35	FY21-23 Chehalis Lead	47,711		
36	Chehalis EAR	2,500		
37	FY21-23 Shellfish Cost Share	178,729		
38	FY21-23 CREP	10,382		
39	FY21-23 NRI Cost Share	59,112		
40	Western SARE - Grassland	10,099		
41	WCRRR Prairie Habitat	20,314		
42	Sentinel Landscape Program	354,274		

	Income	Income \$\$	Expense	Expense \$\$
43	One Tree Planted	3,870		
44	Envirothon Program	1,000		
45	FY21-23 VSP	76,692		
46	Riparian Streamside	32,064		
47	NTAqua	107,325		
48	Frogs on Farm	18,094		
49	Ecology Grant	34,170		
50	South Sound Green	115,700		
51	Restricted Income Total	1,725,779	Restricted Expense Total	1,725,779
52				
53	Income Total	2,650,270	Expense Total	2,650,270
54	Budget Surplus	0	Administrative Expense to Total-Budget Ratio	17%

Proposed 2022 Unrestricted Budget



	Account Name	2021 Mid-Year Revised Budget	2022 Proposed Budget	Difference	Notes
1	Income	875,144	892,991	17,847	
2	3431100 · Retail Sales	38,234	55,200	16,966	
3	Food Production and Consumption	2,000	1,900	-100	
4	3411140 · Poultry Equipment & Tool Rentals	2,000	1,900	-100	
5	Soil Conservation and Health	4,500	5,850	1,350	
6	3431130 · Soil Testing	3,500	5,000	1,500	
7	Soil Health Equipment Rental	1,000	850	-150	
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	950	-75	
12	3670000 · Contributions Private	0	0	0	
13	3431120 · Rental Income	900	800	-100	
14	3611100 · Interest Income	125	150	25	
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	165,300	58,300	
19	5314999 · Overhead Allocation	100,000	155,800	55,800	
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	408,725	51,339	
23	Local Food Production and Consumption	13,000	16,500	3,500	
24	Poultry Equipment Rentals	13,000	16,500	3,500	
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	46,600	9,047	
34	Soil Health Testing	35,553	40,600	5,047	
35	Soil Health Equipment Rental	2,000	6,000	4,000	
36	Community Outreach and Engagement	110,722	157,700	46,978	
37	Conservation Education Center		38,000	38,000	Includes half of the expense for the Feasibility Study (\$28,000), which is expect to begin in September 2021
38	Awards Ceremony	1,500	0	-1,500	Budget has been moved to District Communications
39	District Communications	69,569	68,750	-819	Includes Harvest Festival
40	Plant Sale	30,653	41,750	11,097	
41	Elections	9,000	9,200	200	

	Account Name	2021 Mid-Year Revised Budget	2022 Proposed Budget	Difference	Notes
42	Adult and Youth Conservation Education	46,300	52,500	6,200	
43	South Sound Green	46,300	46,300	0	
44	Teens in Thurston Volunteer Program	0	4,200	4,200	Includes TCD Swag Shop expenses.
45	Envirothon	0	2,000	2,000	
46	Climate Change Adaptation & Mitigation and Other Strategic Plan Priorities	68,452	108,125	39,673	
47	Conservation TA	36,675	98,125	61,450	Includes TCD VSP, Restoration Projects, and Conservation Project Administration
48	JEDI Work	0	10,000	10,000	
49	Conservation Project Administration	6,527	0	-6,527	Budget has been moved to Conservation TA
50	Engineering Program	25,250	0	-25,250	
51	Expense	502,758	440,766	-61,992	
52	Administrative Salaries & Benefits	206,241	231,725	25,484	
53	Professional Services	123,000	60,000	-63,000	
54	5314101 · Legal Services	25,000	25,000	0	
55	5314102 · Audit & Accounting	10,000	11,000	1,000	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.
56	5314103 · Computer Services	22,000	19,000	-3,000	
57	5314100 · Professional Services	10,000	5,000	-5,000	Includes FCS; assumes 2021 Salary Study will be paid in 2021
58	Conservation Education Center	56,000	0	-56,000	Moved to a TCD program.
59	Facility, Vehicles and Maintenance	133,317	99,000	-34,317	
60	5314104 · Janitorial Services	8,000	8,000	0	
61	5314501 · Office Rent	50,000	50,000	0	
62	5314700 · Utilities	10,000	8,000	-2,000	
63	5314503 · Equipment Leases	3,000	3,000	0	
64	5314504 · Vehicles	35,000	5,700	-29,300	
65	5314200 · Communications	11,000	10,300	-700	
66	5313102 · Photocopier Usage	1,500	1,000	-500	Reduction in photocopier usage and paper processes
67	5354800 · Repairs & Maintenance	2,500	2,000	-500	Includes vehicle and office equipment repairs & maintenance; Rental Equipment maintenance is captured in the Program Allocations.
68	Computer Hardware Purchases	4,817	4,500	-317	
69	Computer Software	4,000	5,000	1,000	
70	Equipment & Office Furniture	3,500	1,500	-2,000	
71	Supplies	12,200	11,750	-450	
72	5313101 · Office Supplies	3,000	3,500	500	
73	5314202 · Postage & Shipping	1,000	500	-500	
74	5314901 · Meetings & Events	200	0	-200	These expenses will be captured in District Communications.
75	5314902 · Organizational Dues & Licenses	7,500	7,750	250	NACD, WACD, TRPC, WCS, MRSC, WACD SW Vehicle Licenses
76	Board Meeting Snacks	500	0	-500	
77	Conferences, Training and Travel	7,000	10,971	3,971	
78	5314302 · Staff Conference & Training Fees	3,000	1,971	-1,029	
79	Board Conference and Training Fees	1,500	2,500	1,000	
80	5314300 · Staff Travel	2,000	4,000	2,000	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.
81	Board Travel	500	2,500	2,000	

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

Proposed 2022 Restricted Budget



November 12, 2021

	Grant Code	Grant Name	Salaries & Benefits	Overhead	Travel	Goods & Services	Construction & Landscaping	Cost Share	2022 Proposed Budget Total
1		Restricted Budget Totals	860,147	155,800	14,093	241,122	231,019	223,598	1,725,779
2	R035	FY21-23 ESRP Shore Friendly	92,435	9,244	3,299	61,500	0	6,000	172,478
3	R040	FY21-23 ASRP Independence	16,389	0	0	0	0	0	16,389
4	R050	FY21-23 ASRP Riverbend	22,188	0	0	0	0	0	22,188
5	R060	SRFB Cozy Valley	26,051	2,605	1,195	5,700	77,000	0	112,551
6	R070	Zangle Cove	3,180	0	150	100	28,714	0	32,144
7	W025	FY21-23 Livestock	7,800	1,950	250	0	0	0	10,000
8	W030	Skookumchuck Restoration	46,429	11,607	3,219	23,891	108,000	0	193,146
9	W050	FY21-23 Chehalis Flood Plain	74,590	18,648	610	1,000	0	0	94,848
10		FY21-23 Chehalis Lead	37,369	9,342	0	1,000	0	0	47,711
11		Chehalis EAR	2,000	500	0	0	0	0	2,500
12	W060	FY21-23 Shellfish Cost Share	22,071	5,518	1,140	0	0	150,000	178,729
13	W070	FY21-23 CREP	6,755	1,689	200	0	0	1,738	10,382
14	W080	FY21-23 NRI Cost Share	7,050	1,762	300	0	0	50,000	59,112
15	New	Western SARE - Grassland Grazing	8,919	892	288	0	0	0	10,099
16	New	WCRRRI Prairie Habitat Enhancement	20,314	0	0	0	0	0	20,314
17	M075	Sentinel Landscape Program (SLP)	196,643	49,161	1,000	107,470	0	0	354,274
18	M085	One Tree Planted	0	0	0	1,370	2,500	0	3,870
19	T040	Envirothon Program	1,000	0	0	0	0	0	1,000
20	TC400	FY21-23 VSP	61,193	15,299	200	0	0	0	76,692
21	TC500	Riparian Streamside	26,670	2,668	295	0	2,431	0	32,064
22	TC700	NTAqua	85,227	21,307	500	291	0	0	107,325
23	US080	Frogs on Farm	2,234	0	0	0	0	15,860	18,094
24	E100	Ecology Grant	14,440	3,610	447	4,800	10,874	0	34,170
25	G019	South Sound Green	79,200	0	1,000	34,000	1,500	0	115,700

Item

8



2022 Annual Work Plan (1/1/22 – 12/31/22)

Thurston Conservation District

For More Information Contact:
Sarah Moorehead, Executive Director
360.754.3588; smoorehead@thurstoncd.com



Mission of the Thurston Conservation District

We educate and assist the citizens of Thurston County in the management of natural resources for the benefit of present and future generations, inspiring voluntary, incentive-based conservation practices.

This Thurston Conservation District 2022 Annual Work Plan links directly to the content and format of the 2020-2024 Strategic Plan and aligns with the adopted annual budget.

Natural Resource Priorities, Goals and Actions

1. Climate Change Adaptation and Mitigation

To help producers and community members understand and adapt to the changing climate, we continue to engage in and relay the best available science through education and technical assistance services. We seek to support our community in proactive climate change adaptation measures such as flood and fire prevention, drought, ocean acidification in local marine waters, suitable crops, and forest regeneration incorporating climate adaptability, and alternative pest and plant disease control. We are committed to work with our community to conserve and protect our natural resources in response to climate change. In addition, we strive as an organization to demonstrate sustainable practices in our work and office culture.

GOALS	ACTIONS
1) Assist with drought mitigation.	A. Provide water use technical recommendations to 10 urban and suburban community members.
2) Enhance fire safety for land and homeowners.	A. Develop fire safety strategies and recommendations at 10 sites.
3) Mitigate flood impacts on residents in the Chehalis Basin.	A. Host 2 community meetings focused on the Chehalis Basin Strategy to keep residents informed. B. Develop 1 floodplain restoration guidance documents for

	landowners. C. Participate in Chehalis Basin Strategy and protect landowner involvement in the process.
4) Assist farms in mitigating and adapting to climate change.	A. Host 4 workshops to help farmers adapt to climate change. B. Facilitate the installation of 1 alternative on-farm energy project. C. Work with 2 farms to implement carbon sequestration practices. D. Develop carbon farming sections for conservation plans. E. Improve emergency readiness for community members.
5) Improve community resilience to climate change.	A. Host 2 professional development opportunities for teachers.

2. Local Food Production & Consumption

By increasing engagement in the local food system, Thurston Conservation District is supporting working lands, rural economic development, reduction of pollution caused by product processing and transportation, equitable access to healthy local food, and the economic viability of our agricultural community and geographic region. Locally produced food connects people to the land, improves our region's food security, creates more informed land stewards, and fosters support for resource conservation, the agricultural community and farmland preservation.

GOALS	ACTIONS
6) Support urban and suburban food production.	A. Provide technical assistance to 2 community gardens, tribal gardens, school gardens or garden clubs. B. Provide technical assistance to 60 urban and suburban community members. C. Implement conservation BMPs on 1 farm within urban or urban growth areas. D. Host 2 workshops on backyard food production.
7) Increase accessibility to healthy local food for community members of Thurston County.	A. Partner to expand food bank services with fresh local food in 1 area without current or sufficient support. B. Strengthen partnerships with local organizations to support community gardens, school gardens, and home-based food production (could name Bounty for Families and TCFB). C. Partner to host 1 workshop for families on cooking with fresh food.

3. Producer Support & Preservation of Working Lands

In an effort to continue to support the preservation of working lands, Thurston Conservation District will continue offering technical assistance and conservation planning services to community members (supported through measures and goals in *Rural and Urban Stewardship*). We are the technical provider for the [Voluntary Stewardship Program \(VSP\)](#). The VSP is an alternative approach for counties to meet critical areas ordinance goals on private lands, while maintaining agricultural viability. In addition, we will work to educate new and beginning stewards of working lands. We assist small and large producers and commercial and non-commercial operations. We will continue to work with existing land stewards to implement Conservation Practice Standards and Best Management Practices and assist with planning for their future and beyond retirement. We will continue to partner with key organizations and individuals to provide quality technical, financial and educational resources. We promote regenerative agriculture and [sustainable forestry](#) encouraging conservation of natural resources, and economic viability of the operation.

GOALS	ACTIONS
8) Work with partners to protect critical working lands through easements and acquisitions.	A. Facilitate 1 new easement through the Chehalis Basin Strategy. B. Develop a community-wide plan to facilitate working lands easements through partnerships (RCPP, Sentinel Landscape Partnership, Conservation Grazing Partnership).
9) Increase voluntary stewardship.	A. Increase participation in the Voluntary Stewardship Program to 150 participants. B. Develop 30 Individual Stewardship Plans. C. Support community members through regulatory processes such as inspections and referrals.
10) Support viable farms.	A. Support the enrollment of 5 producers in business planning training courses. B. Connect local producers to consumers through online tools and marketing support. C. Support streamlined application and permitting processes for community members.
11) Increase support for forest stewardship.	A. Facilitate the development of 4 forest management plans (FMP's). B. Secure access to a local forester serving Thurston County. C. Support efforts to preserve working forest land.
12) Increase technical assistance to producers.	A. Facilitate 200 site visits with producers. B. Develop 2 NRCS Certified conservation plans. C. Provide technical recommendations on 300 BMPs.

13) Bridge the gap between retiring and beginning producers.	<ul style="list-style-type: none"> A. Offer 1 successional planning training course. B. Seek sustainable funding for South Sound FarmLink program. C. Provide resources to 10 new farmers. D. Collaborate with existing land matching programs.
14) Support sustainable shellfish production.	<ul style="list-style-type: none"> A. Work with 1 shellfish operation to implement conservation BMPs. B. Conduct a needs assessment for local shellfish producers to identify areas to support and innovative ideas. C. Support recovery of Olympia Oyster.
15) Increase inventory and use of equipment rental service.	<ul style="list-style-type: none"> A. Identify additional pieces of equipment needed by the community to expand TCD's rental program. B. Ensure appropriate use of the equipment by creating technically sound guidance documents for all equipment. C. Increase marketing and outreach to maximize appropriate equipment usage.

4. Protect and Restore Ecosystems

Thurston Conservation District recognizes the quantity and diversity of critical ecosystems within our region and strives to protect intact habitat, while also working to restore degraded areas. Thurston County is home to state and federally listed endangered species, prairie ecosystems, vital marine and estuarine habitat, forestland, sensitive riparian areas and shellfish beds. Flood mitigation projects are complex and combine elements of river restoration, floodplain reconnection, and flood harm reduction strategies. Education is the first step to resource conservation on private lands and the District will continue to engage the community to raise awareness of the vital role of our critical ecosystems and their processes. We will also continue to coordinate financial resources and facilitate ecosystem recovery at the local level.

GOALS	ACTIONS
16) Work with partners to protect critical habitat through restoration easements and habitat enhancement contracts.	<ul style="list-style-type: none"> A. Develop 1 new CREP contract. B. Facilitate 2 conservation easements (termed or permanent) through TCD and partner programs. C. Strengthen partnerships with local accredited land trusts.
17) Increase restoration of degraded habitat.	<ul style="list-style-type: none"> A. Create 2 pollinator habitat projects. B. Complete 1 wetland habitat enhancement project. C. Treat 15 acres of invasive species. D. Develop 5 planting plans. E. Provide technical assistance to 50 community members.

18) Restore marine and freshwater habitat to support healthy aquatic species populations and functional floodplains.	F. Facilitate 100 site visits with community members.
	A. Plant 12 acres of riparian habitat to support salmon recovery.
	B. Develop 2 restoration projects in freshwater systems with salmon runs.
	C. Support 30 shoreline community members to improve shoreline habitat.
19) Enhance ESA listed species habitat (plant & animal).	A. Work with 1 community members to improve Oregon Spotted Frog habitat.
	B. Host 1 Orca Recovery Day events to bring awareness to endangered salmon and orca populations.
	C. Work with 10 community members through VSP to support on-farm management and recovery of listed species.
20) Develop local riparian restoration cost-share program.	A. Work with local and state partners to secure funding for local riparian restoration program.

5. Soil Conservation and Health

Thurston Conservation District recognizes that soil is a living and life-giving natural resource. As world population and food production demands rise, keeping our soil healthy and productive is of paramount importance. By farming using soil health principles and systems that include no-till, cover cropping and diverse rotations, more and more farmers are actually increasing their soil's organic matter and improving microbial activity. As a result, farmers are sequestering more carbon, increasing water infiltration, improving wildlife and pollinator habitat—all while harvesting better profits and often better yields.¹

GOALS	ACTIONS
21) Establish a soil health management program.	A. Provide soil analysis recommendations to 100 community members. B. Host 2 soil health focused workshops. C. Develop cost share opportunities focused on soil health practices, including: cover cropping, reduced tillage, permanent groundcover integrated into production fields, etc. D. Develop guidance resources for farm equipment use to protect soil health. E. Seek additional funding to support a soil health program.

¹ <https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/soils/health/>

6. Water Quality and Quantity

As a valuable and vital resource, water quality and quantity impact every sector of life. We will continue to provide education and technical assistance to all community members within our district that aims to inform and mitigate the individual's impact to water quality and quantity. We strive for clean and plentiful drinking water, the upgrade of 303(d) listed stream segments to meet Total Maximum Daily Load (TMDL) pollution reduction targets and in-stream flow targets, and upgrades to commercial and recreational shellfish harvesting areas. To achieve these goals we partner with community members and local organizations to implement Best Management Practices, green stormwater infrastructure strategies, and other innovative actions to meet water quality and quantity goals. We also provide ongoing education to community members in our sensitive shellfish producing areas across Thurston County.

GOALS	ACTIONS
22) Improved shoreline conditions.	A. Work with partners to facilitate the repair/upgrade of 1 septic systems in shellfish production areas. B. Support healthy shellfish growing areas by providing education and guidance on shoreline BMPs for 20 homeowners.
23) Reduce surface & groundwater impacts from urban and rural land uses.	A. Implement 2 conservation BMPs to reduce nutrient runoff.
24) Improve water use efficiencies and water conservation strategies.	A. Implement 2 conservation projects to support in stream flow targets. B. Develop 4 Irrigation Management Plans for local agricultural operations. C. Develop written irrigation guidance resources for backyard gardeners.

District Operations Priorities: Information / Education Priorities and District Operations

1. Community Outreach and Engagement

It is of foundational importance to the Thurston Conservation District to engage the community in active conservation and the regenerative use of natural resources. Through volunteer projects and participation in district programs and services, we seek to facilitate a strong relationship with community members in our area. By increasing our presence and continuously adapting to meet the communities' needs, the Thurston Conservation District can provide effective conservation programs for working lands and community members.

GOALS	ACTIONS
25) Build robust volunteer program to increase organizational impact and engagement.	A. Engage 30 community volunteers. B. Host 5 restoration work parties. C. Initiate 120 hours of community service to conservation. D. Support a youth volunteer network, engaging 10 youth in TCD volunteer opportunities.
26) Build relationships with elected officials.	A. Host 3 virtual or field tours for elected officials. B. Present CD information and updates at 5 local jurisdiction meetings (ex. BOCC, City Council, Port). C. Connect with legislators twice annually.
27) Improve accessibility of CD information.	A. Develop relevant multi-lingual resources. B. Ensure TCD website meets current accessibility standards. C. Host 5 events appropriate for families and people of all ages. D. Showcase CD projects and programs on 3 local and TCD-owned media platforms.
28) Demonstrate the impact of our work to our community.	D. Host annual gathering to showcase our community impact, our strong partnerships, and to recognize the stewardship accomplishments of community members and partners. E. Create 2 new story maps to showcase TCD projects and partnerships.

2. Adult and Youth Conservation Education

The Thurston Conservation District seeks to provide in-depth natural resource conservation education to both youth and adults. Education is the first step to conservation. In collaboration with our partners, we provide workshops, on-site tours, training courses, and other events that help individuals become stewards of our shared natural resources. Providing education to youth education opportunities helps to create a lifelong stewardship ethic. Education fosters

and a strong connection with - and understanding of - natural resource conservation issues that can create future stewards of our local natural resources. We also make strive to inform Thurston County community members about training and education opportunities by acting as a clearing house for information in about natural resources and related topics.

GOALS	ACTIONS
29) Support the implementation of South Sound GREEN's Vision for the Future	<ul style="list-style-type: none"> A. Engage 1,200 students in water quality testing B. Educate 400 students through watershed and water quality related classroom lessons C. Host 3 professional development opportunities for teachers to strengthen their knowledge of water quality and local conservation issues. D. Increase involvement in the South Sound GREEN program by 2 percent.
30) Promote careers in natural resources.	<ul style="list-style-type: none"> A. Provide instruction to 1 secondary or college class. B. Offer alternative service opportunities for local AmeriCorps/service corps volunteers.
31) Educate our community about natural resources conservation.	<ul style="list-style-type: none"> A. Host 30 educational opportunities for our community (workshops, tours, trainings, etc.). B. Engage 200 community members through our Annual Native Plant Festival.

3. District Operations

As an organization, Thurston Conservation District operates in a transparent and ethical manner. We leverage funding from multiple sources to increase our conservation impact on the ground. We pride ourselves in accountable financial processes, diligent and wise use of public and private dollars, and clean audits. In addition, we will continue to find sustainable avenues to grow as an organization and increase our positive impact in Thurston County.

GOALS	ACTIONS
32) Sustainable and consistent funding to achieve our mission.	<ul style="list-style-type: none"> A. Demonstrate impact of current Rates and Charges funding in the community.
33) Design and plan for TCD's Conservation and Education Center.	<ul style="list-style-type: none"> A. Set aside funding annually. B. Develop conceptual designs. C. Locate and engage in securing land by 2024
34) Thurston CD Board and Staff represent our	<ul style="list-style-type: none"> A. Ensure on-going professional development for all staff

community and have the capacity to support its needs.	<ul style="list-style-type: none"> positions. B. Develop and practice inclusive recruitment strategies. C. Continue to support partnerships with the Vets on the Farm program and the Veteran's Conservation Corps. D. Hire to meet staffing need identified in 2020-2024 Strategic Plan as funding becomes available. E. Implement communications plan to encourage all cities in Thurston County to become part of the district boundaries.
35) Improve data management and internal tracking systems.	<ul style="list-style-type: none"> A. Continue to develop SmartSheet platform for programmatic and financial data tracking.
36) Improve office sustainability and lower TCD's carbon footprint.	<ul style="list-style-type: none"> A. Move towards paperless practices (where feasible). B. Purchase goods and services from local businesses first. C. Purchase/lease hybrid vehicles for District use.
37) Conduct transparent, accountable, and ethical operations.	<ul style="list-style-type: none"> A. Update Policies and Procedures Manual to reflect current practices and changes to governing laws. B. Timely responses to Public Disclosure Requests. C. Include opportunities for public involvement in organizational planning and budget processes. D. Maintain clean audits from the State Auditor's Office. E. Establish a citizen advisory committee to provide input on TCD priorities and activities

Thurston Conservation District: 2022 Budget

Income

Unrestricted Income

District Services	\$55,200
WSCC Implementation	\$117,823
Rates and Charges	\$554,668
Overhead	\$31,500

Unrestricted Income Total **\$733,124**

Expense

Unrestricted Expense

Administrative Salaries & Benefits	\$231,725
Professional Services	\$60,000
Facility, Vehicles & Maintenance	\$99,000
Supplies	\$11,750
Conferences, Training & Travel	\$10,971
Insurance & Banking	\$27,320

Unrestricted Expense Total **\$440,766**

Program Allocations

Local Food Production & Consumption	\$16,500
Producer Support & Preservation and Expansion of Working Lands	\$22,300
Water Quality & Quantity and Protection & Restoration of Ecosystems	\$5,000
Soil Conservation & Health	\$46,600
Community Outreach & Engagement	\$157,700
Adult & Youth Conservation Education	\$52,500
Climate Change Adaptation & Mitigation and Other Strategic Plan Priorities	\$108,125

Program Allocations Total **\$408,725**

Savings **\$75,000**

<i>Unrestricted Income Total</i>	\$924,491	<i>Unrestricted Expense Total</i>	\$924,491
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Restricted Income

ESRP Shore Friendly	\$172,478
ASRP Independence	\$16,389
ASRP Riverbend	\$22,188
SRFB Cozy Valley	\$112,551
Zangle Cove	\$32,144
Livestock Technical Assistance	\$10,000
Skookumchuck Restoration	\$193,146
Chehalis Flood Plain	\$94,848
Chehalis Team Lead	\$47,711
Chehalis Early Action Reach	\$2,500
Shellfish Cost Share	\$178,729
CREP	\$10,382
NRI Cost Share	\$59,112
Western SARE Grassland Grazing	\$10,099
WCRRI Prairie Habitat	\$20,314
SLP Landowner Outreach & TA	\$354,274
One Tree Planted	\$3,870
South Puget Sound Envirothon	\$1,000
Voluntary Stewardship Program	\$76,692
Riparian Streamside Restoration	\$32,064
Puget Sound Partnership NTAqua	\$107,325
Frogs on Farm	\$18,094
Dept. of Ecology	\$34,169
South Sound GREEN	\$115,700

Restricted Income Total ***\$1,725,778******Income Total*** ***\$2,650,269*****Restricted Expense**

Salaries & Benefits	\$860,147
Overhead	\$155,800
Travel	\$14,093
Goods & Services	\$241,122
Construction & Landscaping	\$231,019
Cost Share	\$223,598

Restricted Expense Total ***\$1,725,778******Expense Total*** ***\$2,650,269***

Thurston Conservation District

Board of Supervisors: 2022 Schedule of Meetings and Important Dates

January		
1 st	Office Closed: New Year's Day	TCD Office
13 th	TCD Board Work Session (3pm – 5pm)	Virtual via Zoom
17 th	Office Closed: Martin Luther King Jr. Day	TCD Office
19 th -20 th	WSCC Meeting	Snohomish CD/Everett
TBD	WACD Legislative Day	WA Capitol Building
27 th	TCD Board Meeting (5:30pm – 8pm)	Virtual via Zoom
February		
10 th	TCD Board Work Session (3pm – 5pm)	Virtual via Zoom
21 st	Office Closed: President's Day	TCD Office
24 th	TCD Board Meeting (5:30pm – 8pm)	Virtual via Zoom
March		
5 th	Native Plant Festival & Sale	TC Fairgrounds
10 th	TCD Board Work Session (3pm – 5pm)	Virtual via Zoom
15 th	TCD Election Day	TCD Office
16 th -17 th	WSCC Meeting	Thurston CD/ Olympia
24 th	TCD Board Meeting (5:30pm – 8pm)	Virtual via Zoom
April		
14 th	TCD Board Work Session (3pm – 5pm)	Virtual via Zoom
28 th	TCD Board Meeting (5:30pm – 8pm)	Virtual via Zoom
May		
12 th	TCD Board Work Session (3pm – 5pm)	Virtual via Zoom
17 th -19 th	WSCC Meeting	Lincoln CD/Spokane
26 th	TCD Board Meeting (5:30pm – 8pm)	Virtual via Zoom
30 th	Office Closed: Memorial Day	TCD Office
June		
TBD	WADE Conference	TBD
9 th	TCD Board Work Session (3pm – 5pm)	Virtual via Zoom
23 th	TCD Board Meeting (5:30pm – 8pm)	Virtual via Zoom
July		
4 th	Office Closed: Independence Day	TCD Office
14 th	TCD Board Work Session (3pm – 5pm)	Virtual via Zoom
20 th -21 st	WSCC Meeting	Kittitas CD/ Ellensburg
28 th	TCD Board Meeting (5:30pm – 8pm)	Virtual via Zoom
August		
11 th	TCD Board Work Session (3pm – 5pm)	Virtual via Zoom
25 th	TCD Board Meeting (5:30pm – 8pm)	Virtual via Zoom
September		
5 th	Office Closed: Labor Day	TCD Office
8 th	TCD Board Work Session (3pm – 5pm)	Virtual via Zoom
14 th /15 th	WSCC Meeting	Pacific CD/ Long Beach
22 nd	TCD Board Meeting (5:30pm – 8pm)	Virtual via Zoom
October		
TBD	WACD Southwest Area Meeting	TBD
13 th	TCD Board Work Session (3pm – 5pm)	Virtual via Zoom
27 th	TCD Board Meeting (5:30pm – 8pm)	Virtual via Zoom

Thurston Conservation District

Board of Supervisors: 2022 Schedule of Meetings and Important Dates

November		
11 th	Office Closed: Veteran's Day	TCD Office
12 th	TCD Board Work Session (3pm – 5pm)	TCD Office
24 th -25 th	Office Closed: Thanksgiving/Columbus Observed	TCD Office
24 th	<i>TCD Board Meeting (5:30pm – 8pm)</i>	<i>Virtual via Zoom</i>
December		
2 nd	WACD Annual Meeting	TBD
8 th	TCD Board Work Session (3pm – 5pm)	Virtual via Zoom
22 th	TCD Board Meeting (5:30pm – 8pm)	Virtual via Zoom
26 th	Office Closed: Observed Christmas Day	TCD Office



**Thurston Conservation District Board Supervisors
Work Session Topic List
January 13, 2021 (3:00-5:00pm)
Thurston Conservation District Work Session**

Zoom Meeting Link:

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

Passcode: 2918

Meeting ID: 916 5857 7844

Call in: 1-253-215-8782

- 1. Topic List Review, All**
- 2. Staff Presentation: South Sound FarmLink, *Nora White (Communications & Education Manager)***
- 3. Minutes Review & Revision, All**
 - a. December 16, 2021 Board Meeting Minutes
- 4. 2022 Annual Work Plan Review, All**
- 5. Review of TCD Associate Supervisors, All**
- 6. Covid-19 Health Update, *Sarah Moorehead***
- 7. Conservation and Education Center Development, All**
- 8. Important Updates & Announcements**
 - a. Board of Supervisors, All
 - b. Executive Director, *Sarah Moorehead*
- 9. January 27th, 2022 Board Meeting Agenda Development, All**

Item

12

To: TCD Board of Supervisors
From: Sarah Moorehead (Executive Director)
Date: December 16th, 2021
Subject: Executive Director's Report



Priority Initiative Updates

Meat Processing Conversations Continue

Together with partners, TCD hosted a livestock producer roundtable on December 8th to discuss challenges to agricultural viability around meat processing. Among many barriers that producers in our community face, access to livestock processing facilities is a significant concern to not only agricultural businesses but also our regional food security. Exacerbated by the pandemic, many producers face scheduling 18 month to two year processing dates due to the shortage of skilled labor and scarcity of processing facilities. Collaborations amongst local and statewide partners are identifying funding and pathways to address both support for increasing skilled labor through avenues such as paid apprenticeships, to investment in new and expanded processing facilities.

Washington Conservation Society Mini-Grant Award to Teens in Thurston

The Washington Conservation Society (WSC) awarded TCD's Teens in Thurston program with \$500 to support volunteer restoration work parties and other service learning activities in natural resources for teens in our community! Thank you WCS!

Plant Sale Pre-Orders Continue!

Pre-orders for our 2022 Native Plant Festival & Sale are open through January 2022!

To view available plants and place an order visit our online store at

<https://store.thurstoncd.com/>

District Operations

November 18th, 2021 Board Meeting Action Items

- 1. Executive Director Moorehead, Supervisor Rushton and TCD Attorney Cushman will research the Code of Ethics for Municipal Officers RCW42.23 to ensure TCD is in compliance and will report their findings to the Board.**
Completed. See below for ethics guidance.
- 2. The Board asked that TCD's Election Lead Nora Carmen-White consider potential research strategies to collect TCD voter demographic data. Proposed strategies for reaching a more diverse electorate will be presented for review by the WSCC, Thurston County Auditor and TCD Legal.**
Completed. See elections update below.
- 3. The 2022 TCD Budget will be added to the Dec 16, 2021 Board Meeting Agenda as an Action Item.**
Completed.

Code of Ethics For Municipal Officers

Summary of Allowable Practices

- Your position of power may not be used to obtain special privileges or exemptions.

- Gifts of any kind or denomination may be accepted in exchange for actions, services or votes.
- Gifts for other reasons have substantial limitations and are otherwise prohibited:
 - The following unsolicited items may be accepted without restriction: flowers, plants, nominal value promotional items (pens, notepads), awards or trophies, publications or informational materials, food, beverages or admission at a hosted event or meeting. (Food or beverages accepted and valued over \$50 at related events must be reported under campaign disclosure and contribution laws.)
 - Other gifts may not exceed \$50 in value from any single person or for any single cause in a calendar year.
 - Reasonable honorariums may be accepted for speaking engagements or presentations. Reasonable honorariums may be accepted for educational workshops from non-profits, institutions or government entities.
- You may not share confidential information gained through your position for personal or professional benefit. In addition, other public disclosure laws exist for certain types of confidential information.

References:

[RCW 42.23.070 Prohibited acts.](#)

[RCW 42.52.140 Gifts.](#)

[RCW 42.52.150 Limitations on gifts.](#)

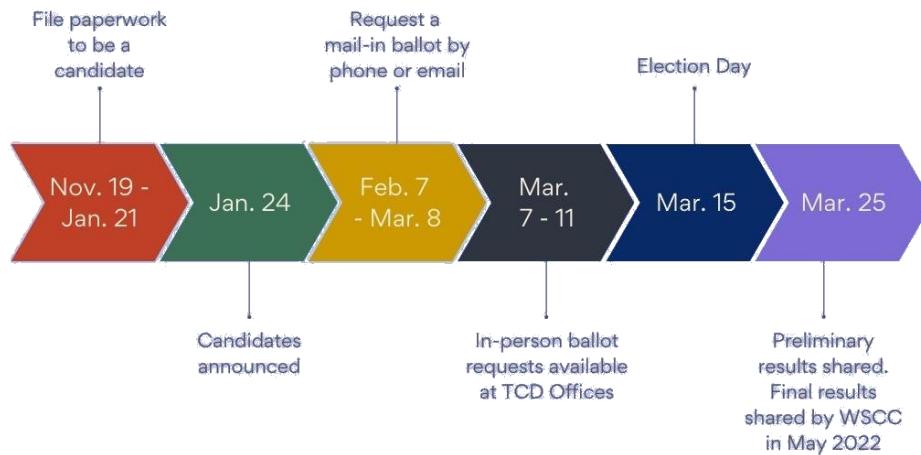
2022 Elections Update

Elections Outreach

Staff members continue to provide robust outreach throughout our community to encourage broad participation from both candidate applicants and voters.

In November, the TCD Board asked if there was a way to query information about populations who may not be engaged in elections process to continue to expand outreach and raise awareness of our annual CD election. Staff members have worked with the WSCC and the Thurston County Auditor's Office to identify appropriate avenues to perform this research. Age, sex and location information is publicly available in the voter registration database. Reports can be generated based on these criteria. Further surveying of demographics information of voters via ballots was discouraged by both WSCC and the Thurston County Auditor's Office. Further discussion and investigation is needed to identify other opportunities to access this information.

TCD 2022 Election Timeline



Call for Board Candidates

At this time TCD is accepting candidate paperwork for individuals who would like to participate in our 2022 election of Board Position #2. Candidates must fill out and return paperwork by January 21, 2022 at 4:30pm.

Candidate paperwork and resources can be found on our website:

<https://www.thurstoncd.com/about-us/board-member-elections/>

Hiring: Temporary Polling Officers

Thurston Conservation District (TCD) is searching for two temporary part-time election employees who will serve as polling officers and will help the District hold a transparent and accountable election for its Board of Supervisors Position 2. These are part time temporary positions and successful applicants are expected to work between 15-30 hours per week, depending on the tasks assigned.

A full job description and application instructions can be found on our website:

<https://www.thurstoncd.com/get-involved/career-opportunities/>

Monthly Staff Reports

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