



Thurston Conservation District Board of Supervisors

Work Session Topic List & Board Meeting Agenda

October 25, 2022, 5:00 pm -7:35 pm

Zoom Meeting Link:

<https://zoom.us/j/91658577844?pwd=cDgvaC9jcWRBU0luUFFHc1lr3hLQT09>

Passcode: 2918

Meeting ID: 916 5857 7844

Call in: 1-253-215-8782

Work Session Topic List

5:00 pm – 6:00 pm

1. Topic List Review, *All*
2. Staff Presentation: Riverbend Ranch Restoration, *Mara Healy, Senior Habitat Restoration Specialist*
3. Minutes Review & Revision, *All*
 - a. September 27, 2022, Board Work Session & Meeting Minutes
4. Conservation and Education Center Development Update, *All*
5. Proposed Thurston County Airport, *Sarah Moorehead (Executive Director)*
6. WACD, *All*
 - a. SW Area Meeting Resolutions
 - b. Annual Meeting Registration
7. Covid-19 Health Update, *Sarah Moorehead (Executive Director)*
8. Important Updates & Announcements
 - a. Board of Supervisors, *All*
 - b. Executive Director, *Sarah Moorehead (Executive Director)*

Board Meeting

6:30 pm – 7:15 pm

- | | |
|--|----------------------|
| 1. Welcome, Introductions, Audio Recording Announcement | 6:30 PM
5 minutes |
| 2. Agenda Review | 6:35 PM
5 minutes |
| 3. Consent Agenda – <i>Action Item</i> | 6:40 PM
5 minutes |
| <ol style="list-style-type: none">A. September 27, 2022, Board Work Session & Meeting MinutesB. October 2022 Financial ReportC. RCO Agreement: Community Field STEM in Thurston County | |

D. Update B1 21-23 WSCC Authorized Signatures

4. Public Comment

6:45 PM

*Three minutes per person

10 minutes

A. Thurston County Airport Plan Written Public Comment Memo

5. Community Awards Presentation

6:55 PM

A. Kayla McCarthy, Volunteer of the Year

10 minutes

B. Leila Chavez, Youth Volunteer of the Year

6. Partner Reports (if present)

7:05 PM

A. Natural Resources Conservation Service (NRCS), *Rebecca Anderson-Blanca*

15 minutes

B. Washington State Department of Ecology, *Alena Reynolds*

C. Washington State Conservation Commission (WSCC), *Jean Fike*

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

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

7. Governance, All

7:20 PM

A. 2023 TCD Election

B. November 15, 2022, Work Session Topic List & Meeting Agenda Development

5 minutes

8. Executive Session: To discuss potential litigation with legal counsel.

7:25 PM

10 minutes

RCW 42.30.110 (i) To discuss with legal counsel representing the agency litigation or potential litigation.

Adjourn

7:35 PM

Informational Only Items:

I. Executive Director's Report

Important Dates

November 2022

TCD CLOSED – Veteran's Day

November 11

Board Work Session & Meeting 5:00 -7:30 pm Virtual (TCD Office & Zoom)

November 15

TCD CLOSED – Thanksgiving Day

November 24 - 25

WACD Annual Meeting (Wenatchee) and Virtual (Zoom)

November 28-30

December 2022

Board Work Session & Meeting 5:00 -7:30 pm Virtual (TCD Office & Zoom)

December 20

TCD CLOSED – Christmas Day (*Observed*)

December 26

January 2023

TCD CLOSED – New Year’s Day (*Observed*)

January 2

Board Work Session & Meeting 5:00 -7:30 pm (TCD Office & Zoom)

December 20

Item

3



Thurston Conservation District Consent Agenda Decision Sheet October 25, 2022 Board Meeting

A. September 27 Board Meeting and Work Session Minutes

a. Proposed action: accept without amendment and approve.

b. Action was taken:

☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to a future meeting

B. October 2022 Financial Report

a. Proposed action: accept without amendment and approve.

b. Action was taken:

☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to a future meeting

C. RCO Agreement: Outdoor Learning Grant

a. Proposed action: accept without amendment and approve.

b. Action was taken:

☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to a future meeting

D. Update B1 21-23 WSCC Authorized Signatures

a. Proposed action: accept without amendment and approve.

b. Action was taken:

☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to a future meeting

ADOPTED BY THE BOARD OF THE THURSTON CONSERVATION DISTRICT, WASHINGTON ON
OCTOBER 25, 2022, AND EFFECTIVE IMMEDIATELY

SIGNED:

TJ Johnson, Board Chair

Helen Wheatley, Board Vice-Chair

David Iyall, Board Auditor

Doug Rushton, Board Member

Betsie DeWreede, Board Member

Attest: Sarah Moorehead, Executive Director

Thurston Conservation District Board of Supervisors

Work Session Minutes

September 27, 2022

Virtual Zoom Online Forum

Originally Scheduled: 5:00 pm – 6:00 pm

Actual Meeting Time: 5:00 pm – 6:07 pm



Present at Work Session:

TJ Johnson, TCD Board Chair

Helen Wheatley, TCD Board Vice-Chair

David Iyall, TCD Board Supervisor

Doug Rushton, TCD Board Supervisor

Betsie DeWreede, TCD Board Supervisor

Ben Cushman, TCD Legal Counsel

Sarah Moorehead, TCD Executive Director

Nora Carman White, TCD Staff

- 1 **1.** Topic List Review, *All*
- 2 **2.** Staff Presentation: Harvest Festival, *Nora Carman-White (TCD Communications &*
- 3 *Education Manager)*
- 4 **3.** Minutes Review & Revision, *All*
- 5 a. August 23, 2022, Board Work Session & Meeting Minutes
- 6 **4.** Conservation and Education Center Development, *All*
- 7 **5.** 2023 WA Legislative Issues, *All*
- 8 **6.** WACD Resolutions, *All*
- 9 a. Draft TCD resolutions
- 10 b. Other CD resolutions
- 11 **7.** Covid-19 Health Update, *Sarah Moorehead (Executive Director)*
- 12 **8.** Important Updates & Announcements
- 13 a. Board of Supervisors, *All*
- 14 b. Executive Director, *Sarah Moorehead (Executive Director)*
- 15 Respectfully,

X

TJ Johnson
TCD Board Chair

Thurston Conservation District Board of Supervisors Regular Board Meeting Minutes

September 27, 2022

Virtual Zoom Online Forum

Originally Scheduled: 6:30 pm – 7:30 pm

Actual Meeting Time: 6:30 pm – 7:33 pm



Present at Meeting:

TJ Johnson, TCD Chair

Helen Wheatley, TCD Vice-Chair

David Iyall, TCD Board Supervisor

Betsie DeWreede, TCD Board Supervisor

Doug Rushton, TCD Board Supervisor

Sarah Moorehead, TCD Executive Director

Ben Cushman, TCD Legal Counsel

Jean Fike, Washington State Conservation
Commission (WSCC)

Alena Reynolds, Department of Ecology (DOE)

Rebecca Anderson-Bellanca, Natural Resources
Conservation Service (NRCS)

Summary of Action Items

- None.

Summary of Motions Passed

- *Supervisor DeWreede moved to adopt the revised Board Meeting Agenda. Supervisor Rushton seconded. Motion passed unanimously, (5-0).*
- *Supervisor Iyall moved to approve the Consent Agenda. Supervisor DeWreede seconded. Motion passed unanimously, (5-0).*
- *Supervisor Wheatley moved to accept the Zangle Cove Pacific Marine and Estuary Partnership funding award. Supervisor Iyall seconded. Motion passed unanimously, (5-0).*
- *Supervisor Ruston moved to put forward a resolution at the upcoming WACD Southwest Area meeting for WACD and WSCC to work to change RCW 89.08. Supervisor Wheatley seconded. Motion passed unanimously, (5-0).*
- *Supervisor DeWreede moved to authorize the use of the Cash Operating Reserve Fund. Supervisor Iyall seconded. Motion passed unanimously, (5-0).*
- *Supervisor Iyall moved to adjourn. Supervisor Wheatley seconded. Motion passed unanimously, (5-0).*

Full Version of the Minutes

Welcome & Introductions

At 6:30 pm, TCD Board Chair TJ Johnson called the September 27, 2022, Regular Board Meeting to order via the Zoom online forum. TCD Board and Staff were introduced by the Board Chair. For each vote, TCD Board Chair Johnson called out Supervisors by name. He announced the meeting was being video recorded. TCD Supervisors Johnson, DeWreede, Iyall, and Wheatley attended the meeting virtually. Supervisor Rushton attended in person at the TCD office.

23 **Agenda Review**

24 The Zangle Cove Pacific Marine and Estuary Partnership grant was added to the Governance
25 Section of the agenda and the time of the Executive Session was extended by 10 minutes.

26 Executive Director, Moorehead requested an additional 10 minutes for the Executive Session.

27 ***Supervisor DeWreede moved to adopt the revised Board Meeting Agenda. Supervisor Rushton***
28 ***seconded. Motion passed unanimously, (5-0).***

29 **Consent Agenda**

30 A. August 23, 2022 Board Work Session and Meeting Minutes

31 B. September 2022 Financial Report

32 C. RCO Agreement: 2022-1548 Riverbend Ranch Reach Design & Construction

33 ***Supervisor Iyall moved to approve the Consent Agenda. Supervisor DeWreede seconded.***
34 ***Motion passed unanimously, (5-0).***

35 **Public Comment**

36 No public comments were provided.

37 **Partner Reports**

38 A. Natural Resources Conservation Service (NRCS) Update, Rebecca Anderson-Bellanca

- 39 • Rebecca Anderson-Bellanca provided a verbal update.

40 B. Department of Ecology (DOE) Update, Alena Reynolds

- 41 • Alena Reynolds provided a verbal update.

42 C. Washington State Conservation Commission (WSCC) Update, Jean Fike

- 43 • Jean Fike provided a verbal update.

44 E. Washington Association of Conservation Districts (WACD) Update, TCD Supervisor and
45 WACD Board Member Rushton

- 46 • Supervisor Rushton was present. A written update was provided in the Board
47 Packet.

48 F. National Association of Conservation Districts (NACD) Update, TCD Supervisor and NACD
49 Board Member Rushton

- 50 • Supervisor Rushton provided an update. A written update was provided in the
51 Board Packet.

52 **Governance**

- 53 • Zangle Cove Pacific Marine and Estuary Partnership

54 A. An additional \$40,000 was awarded to the District from the US Fish & Wildlife
55 Service (FWS) to augment the state-funded Zangle Cove Bulkhead Removal and
56 Restoration project.

Supervisor Wheatly moved to accept the Zangle Cove Pacific Marine and Estuary Partnership funding award. Supervisor Iyall seconded. Motion passed unanimously, (5-0).

- WACD Resolutions

- A. The Board has no original resolutions to add to the WACD resolutions.
- B. Based on a Pierce Conservation resolution, the Board considered putting forward a resolution at the upcoming Southwest Area Meeting for WACD and WSCC to work to change RCW 89.08 to drop the population criteria and remove the per parcel maximum annual rate for Rates and Charges.

Supervisor Ruston moved to put forward a resolution at the upcoming WACD Southwest Area meeting for WACD and WSCC to work to change RCW 89.08. Supervisor Wheatley seconded. Motion passed unanimously, (5-0).

- Staffing Plan Update

- A. The District hired Kendall Carman to join the Tech Team's Farm Planning team.
- B. The District has been awarded nearly \$1M since July 2022; some of this work must be completed by July 2023.
- C. Staff requests Board support to begin requirement processes to hire two new staff members – one new habitat position and one new outreach position.

- TCD Resolution 2022-3: Authorizing Use of Cash Operating Reserve Fund to cover temporary budget shortfalls until next Rates and Charges payment.

Supervisor DeWreede moved to authorize the use of the Cash Operating Reserve Fund. Supervisor Iyall seconded. Motion passed unanimously, (5-0).

- October 25, 2022 Work Session Topic List & Meeting Agenda Development

Work Session

- Topic List Review, All
- Staff Presentation:
- Minutes Review & Revision, All
 - September 27, 2022, Board Work Session & Meeting Minutes
- Conservation and Education Center Development, All
- 2023 Budget Development, All
- WACD Resolutions, All
- Potential Legislation, All
- Covid-19 Health Update, Sarah Moorehead (Executive Director)
- Important Updates & Announcements
 - Board of Supervisors, All
 - Executive Director, Sarah Moorehead (Executive Director)

Board Meeting Agenda

- Welcome, Introductions, Audio Recording Announcement
- Agenda Review
- Consent Agenda
 - September 27, 2022 Board Work Session & Meeting Minutes
 - October 2022 Financial Report
- Public Comment
- Partner Reports (if present)
 - Natural Resources Conservation Service
 - Washington State Department of Ecology
 - Washington State Conservation Commission
 - Washington Association of Conservation Districts
 - National Association of Conservation Districts
- Governance, *All*
 - November 15, 2022, Work Session Topic List & Meeting Agenda Development

Executive Session: To discuss potential litigation with legal counsel.

In attendance: TCD Board Members Johnson, Rushton, Wheatley, DeWreede, and Iyall; TCD Legal Counsel Ben Cushman; and Executive Director Moorehead.

RCW 42.30.110 (I) To discuss with legal counsel representing the agency litigation or potential litigation.

Executive Session opened at 7:13 pm to last no more than 20 minutes and concluded at 7:32 pm.

Executive Session Report Out:

No action was taken.

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

Adjourn 7:33 pm

Respectfully,

X

TJ Johnson

TCD Board Chair

Thurston Conservation District October 2022 Financial Notes



Total (Restricted and Unrestricted) Year-to-Date and September Profit and Loss

1. The District earned \$8,000 from its fall native seed and bulb sale.
2. We continue to see high Soil Testing income - \$737 for the month of September.

Total (Restricted and Unrestricted) Profit & Loss Previous Year Comparison

3. Compared to last year, you may notice what appears to be an increase in Nutrient Spread Rentals and a decrease in Poultry Processing Rentals. Rather than changes in usage, these numbers actually reflect a change in the way TCD reports equipment rental income. Before 2022, these programs were combined into one Equipment Rental program. As of 2022, we split the programs into two so that we could better track usage. If you combine the 2022 equipment rental figures, you'll still see a small decrease in usage, but it's 14% rather than 40%.

Thurston Conservation District
Profit & Loss
January through September 2022

	Jan - Sep 22
Ordinary Income/Expense	
Income	
3400000 · Charges for Goods and Services	
3451100 · Soil/Water Conservation Service	
3451110 · Soil Testing	5,440.21
3451120 · Nutrient Spreader Rentals	543.35
3451130 · Poultry Equipment & Tool Rentals	1,260.84
3451140 · Plant Sales	23,100.52
3451150 · Partner Fee for Service	10,123.23
Total 3451100 · Soil/Water Conservation Service	40,468.15
Total 3400000 · Charges for Goods and Services	40,468.15
3300000 · Grant Revenues	1,199,072.04
3600000 · Miscellaneous Revenues	395,953.36
Total Income	1,635,493.55
Gross Profit	1,635,493.55
Expense	
Vehicle Allocation	0.00
Overhead Allocation	0.00
5531000 · Salaries & Benefits	1,007,898.60
5314000 · Stipends	2,090.79
5314101 · Legal Fees & Services	16,000.00
5314102 · Audit & Accounting	11,381.12
5314103 · Computer Services	18,410.51
5314100 · Professional Services	67,721.50
5314400 · Advertising	3,242.47
5314203 · Printing Services	1,789.63
5314104 · Janitorial Services	5,782.50
5314501 · Office Rent	39,312.00
5314700 · Utilities	4,877.90
5314503 · Equipment Leases	10,374.26
5314504 · Vehicle Leases	4,296.40
5314200 · Communications	9,096.00
5313102 · Photocopier Usage	313.58
5354800 · Repairs & Maintenance	6,510.51
5314505 · Software Licenses	8,135.97
5313101 · Office Supplies	2,891.97
5314202 · Postage & Shipping	1,187.31
5314902 · Organizational Dues & Licenses	5,151.29
5314117 · Soil Testing	3,209.64
5313401 · Plants for Resale	26,500.15
Project Expenses	31,291.73
5314302 · Staff - Conference & Training	5,105.45
5314300 · Staff - Travel	6,808.90
5314119 · Cultural Resources	5,959.00
5314108 · Construction & Restoration Work	218,267.69
5314109 · Cost Share	67,223.58
5314110 · Bank Fees & Interest Charges	661.03
5314600 · Liability Insurance Premiums	19,181.26
66300 · Sales Tax Adjustments	56.34
5945360 · Capital Outlays	
5945363 · Equipment & Office Furniture	6,437.21
5945364 · Computer Hardware	6,404.74
5945365 · Machinery and Tools	7,776.56
5945366 · Vehicle Purchases	49,539.00
Total 5945360 · Capital Outlays	70,157.51
Total Expense	1,680,886.59
Net Ordinary Income	-45,393.04
Net Income	-45,393.04

Thurston Conservation District
Profit & Loss
September 2022

	Sep 22
Ordinary Income/Expense	
Income	
3400000 · Charges for Goods and Services	
3451100 · Soil/Water Conservation Service	
3451110 · Soil Testing	737.17
3451120 · Nutrient Spreader Rentals	87.23
3451130 · Poultry Equipment & Tool Rentals	169.26
3451140 · Plant Sales	3,375.46
3451150 · Partner Fee for Service	2,893.41
Total 3451100 · Soil/Water Conservation Service	7,262.53
Total 3400000 · Charges for Goods and Services	7,262.53
3300000 · Grant Revenues	181,683.07
3600000 · Miscellaneous Revenues	
3699100 · Miscellaneous Other	100.00
3685000 · Special Assessments - Service	6,980.65
3670000 · Nongovernmental Contributions	8,919.92
3610000 · Interest and Other Earnings	18.02
3620000 · Rents and Leases	155.87
Total 3600000 · Miscellaneous Revenues	16,174.46
Total Income	205,120.06
Gross Profit	205,120.06
Expense	
Vehicle Allocation	0.00
Overhead Allocation	0.00
5531000 · Salaries & Benefits	111,210.27
5314000 · Stipends	585.22
5314101 · Legal Fees & Services	2,000.00
5314102 · Audit & Accounting	284.03
5314103 · Computer Services	2,170.00
5314100 · Professional Services	11,357.42
5314400 · Advertising	451.84
5314104 · Janitorial Services	1,950.00
5314501 · Office Rent	4,368.00
5314700 · Utilities	448.42
5314503 · Equipment Leases	2,638.37
5314504 · Vehicle Leases	564.23
5314200 · Communications	1,070.86
5354800 · Repairs & Maintenance	1,584.26
5314505 · Software Licenses	442.59
5313101 · Office Supplies	47.51
5314202 · Postage & Shipping	135.62
5314902 · Organizational Dues & Licenses	15.78
5314117 · Soil Testing	429.85
5313401 · Plants for Resale	2,535.37
Project Expenses	8,688.64
5314302 · Staff - Conference & Training	50.00
5314300 · Staff - Travel	743.32
5314108 · Construction & Restoration Work	5,607.80
5314110 · Bank Fees & Interest Charges	18.08
5314600 · Liability Insurance Premiums	2,432.58
5945360 · Capital Outlays	
5945363 · Equipment & Office Furniture	815.68
Total 5945360 · Capital Outlays	815.68
Total Expense	162,645.74
Net Ordinary Income	42,474.32
Net Income	42,474.32

Thurston Conservation District

Profit & Loss Prev Year Comparison

January through September 2022

	Jan - Sep 22	Jan - Sep 21	\$ Change	% Change
Ordinary Income/Expense				
Income				
3400000 · Charges for Goods and Services				
3451100 · Soil/Water Conservation Service				
3451110 · Soil Testing	5,440.21	3,573.98	1,866.23	52.2%
3451120 · Nutrient Spreader Rentals	543.35	0.00	543.35	100.0%
3451130 · Poultry Equipment & Tool Rentals	1,260.84	2,099.59	-838.75	-40.0%
3451140 · Plant Sales	23,100.52	15,246.40	7,854.12	51.5%
3451150 · Partner Fee for Service	10,123.23	2,597.33	7,525.90	289.8%
Total 3451100 · Soil/Water Conservation Service	40,468.15	23,517.30	16,950.85	72.1%
Total 3400000 · Charges for Goods and Services	40,468.15	23,517.30	16,950.85	72.1%
3300000 · Grant Revenues	1,199,072.04	964,212.83	234,859.21	24.4%
3600000 · Miscellaneous Revenues				
3699100 · Miscellaneous Other	1,731.51	0.00	1,731.51	100.0%
3685000 · Special Assessments - Service	332,110.30	333,159.44	-1,049.14	-0.3%
3670000 · Nongovernmental Contributions	61,285.36	17,526.80	43,758.56	249.7%
3610000 · Interest and Other Earnings	154.21	112.25	41.96	37.4%
3620000 · Rents and Leases	671.98	615.22	56.76	9.2%
Total 3600000 · Miscellaneous Revenues	395,953.36	351,413.71	44,539.65	12.7%
Total Income	1,635,493.55	1,339,143.84	296,349.71	22.1%
Gross Profit	1,635,493.55	1,339,143.84	296,349.71	22.1%
Expense				
Vehicle Allocation	0.00	0.00	0.00	0.0%
Overhead Allocation	0.00	0.00	0.00	0.0%
5531000 · Salaries & Benefits	1,007,898.60	894,322.58	113,576.02	12.7%
5314000 · Stipends	2,090.79	0.00	2,090.79	100.0%
5314101 · Legal Fees & Services	16,000.00	20,141.00	-4,141.00	-20.6%
5314102 · Audit & Accounting	11,381.12	4,568.87	6,812.25	149.1%
5314103 · Computer Services	18,410.51	14,338.47	4,072.04	28.4%
5314100 · Professional Services	67,721.50	118,431.48	-50,709.98	-42.8%
5314400 · Advertising	3,242.47	1,722.00	1,520.47	88.3%
5314203 · Printing Services	1,789.63	1,108.77	680.86	61.4%
5314104 · Janitorial Services	5,782.50	5,783.00	-0.50	0.0%
5314501 · Office Rent	39,312.00	39,312.00	0.00	0.0%
5314700 · Utilities	4,877.90	5,861.82	-983.92	-16.8%
5314503 · Equipment Leases	10,374.26	3,265.76	7,108.50	217.7%
5314504 · Vehicle Leases	4,296.40	3,647.08	649.32	17.8%
5314200 · Communications	9,096.00	8,655.80	440.20	5.1%
5313102 · Photocopier Usage	313.58	468.22	-154.64	-33.0%
5354800 · Repairs & Maintenance	6,510.51	3,239.04	3,271.47	101.0%
5314505 · Software Licenses	8,135.97	16,475.55	-8,339.58	-50.6%
5313101 · Office Supplies	2,891.97	3,981.71	-1,089.74	-27.4%
5314202 · Postage & Shipping	1,187.31	1,751.75	-564.44	-32.2%
5314902 · Organizational Dues & Licenses	5,151.29	6,582.48	-1,431.19	-21.7%
5314117 · Soil Testing	3,209.64	2,489.40	720.24	28.9%
5313401 · Plants for Resale	26,500.15	17,763.48	8,736.67	49.2%
Project Expenses	31,291.73	19,673.90	11,617.83	59.1%
5314302 · Staff - Conference & Training	5,105.45	1,363.95	3,741.50	274.3%
5314300 · Staff - Travel	6,808.90	5,370.00	1,438.90	26.8%
5314301 · Board Travel	0.00	68.32	-68.32	-100.0%
5314119 · Cultural Resources	5,959.00	0.00	5,959.00	100.0%
5314108 · Construction & Restoration Work	218,267.69	60,292.45	157,975.24	262.0%
5314109 · Cost Share	67,223.58	75,267.64	-8,044.06	-10.7%
5314110 · Bank Fees & Interest Charges	661.03	571.22	89.81	15.7%
5314600 · Liability Insurance Premiums	19,181.26	15,249.65	3,931.61	25.8%
5314111 · Late Fees & Penalties	0.00	382.57	-382.57	-100.0%
66300 · Sales Tax Adjustments	56.34	43.02	13.32	31.0%
5945360 · Capital Outlays				
5945363 · Equipment & Office Furniture	6,437.21	967.05	5,470.16	565.7%
5945364 · Computer Hardware	6,404.74	7,440.01	-1,035.27	-13.9%
5945365 · Machinery and Tools	7,776.56	8,455.50	-678.94	-8.0%
5945366 · Vehicle Purchases	49,539.00	13,900.00	35,639.00	256.4%
Total 5945360 · Capital Outlays	70,157.51	30,762.56	39,394.95	128.1%
Total Expense	1,680,886.59	1,382,955.54	297,931.05	21.5%
Net Ordinary Income	-45,393.04	-43,811.70	-1,581.34	-3.6%
Net Income	-45,393.04	-43,811.70	-1,581.34	-3.6%

Thurston Conservation District

Balance Sheet

As of September 30, 2022

	Sep 30, 22
ASSETS	
Current Assets	
Checking/Savings	
3081001 · Checking-7444 Timberland	45,220.29
3088020 · Savings Accounts	
3082002 · Saving-6568 Reserve Fund	167,778.28
3082003 · Saving-2410 Education Center	57,532.21
Total 3088020 · Savings Accounts	225,310.49
3088030 · Counter Cash	100.00
3088040 · PayPal Account	2,829.82
Total Checking/Savings	273,460.60
Accounts Receivable	293,064.40
Other Current Assets	
3090500 Prepaid Accounts	31,061.42
3092000 · 309.20.00 Cash on Hand	39,703.72
Total Other Current Assets	70,765.14
Total Current Assets	637,290.14
TOTAL ASSETS	637,290.14
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	19,422.63
Credit Cards	8,122.78
Other Current Liabilities	
3861100 · Sales Tax Payable	1,229.43
3861000 · Payroll Liabilities	
3861005 · PERS Deferral Payable	18,810.78
3861007 · State Unemployment Payable	3,901.91
3861008 · Union Dues	934.83
3861009 · State L&I Payable	1,317.77
3861010 · WA - Family & Medical Leave	916.32
3861011 · Vacation & Sick Leave Payable	83,629.81
Total 3861000 · Payroll Liabilities	109,511.42
Total Other Current Liabilities	110,740.85
Total Current Liabilities	138,286.26
Total Liabilities	138,286.26
Equity	
3200000 Opening Bal Equity	287,545.21
3201000 Retained Earnings	256,851.71
Net Income	-45,393.04
Total Equity	499,003.88
TOTAL LIABILITIES & EQUITY	637,290.14

2022 Restricted Budgets vs Actuals



As of September 30, 2022

	Grant Name	Account Number	Grant Number	Grant Start Date	Grant End Date	Total Grant Amount	Official Remaining	2022 Budget	2022 Actual	2022 Remaining Budget	% of Total Time	% of Total Budget
1	RCO											
2	ESRP Shore Friendly	R035		07/01/21	06/30/23	340,458	173,844	171,974	85,933	86,041	62.60%	48.94%
3	ASRP Independence	R040	20-1905	05/15/20	04/01/22	93,600	9	20,351	20,342	Closed	100.00%	99.99%
4	ASRP Riverbend	R050	20-1908	05/15/20	04/01/22	86,000	0	14,575	14,575	Closed	100.00%	100.00%
5	ASRP Independence Phase 2	R040	20-1905	TBD	TBD	TBD	TBD	TBD	0	TBD	NA	NA
6	ASRP Riverbend Phase 2	R050	20-1908	03/28/22	06/30/27	7,674,839	7,662,751	32,383	12,088	20,295	9.73%	0.16%
7	SRFB Cozy Valley	R060	21-1089C	09/23/21	09/23/23	132,778	110,997	92,302	20,532	71,770	51.03%	16.40%
8	ESRP Zangle Cove	R070	20-1517R	07/01/21	12/31/23	110,072	106,413	8,948	1,545	7,403	50.00%	3.32%
9	DOE											
10	Deschutes	E100	WQC-2018-ThurCD-00174	07/01/19	04/30/23	218,752	103,451	131,321	56,213	75,108	84.86%	52.71%
11	Federal											
12	Frogs on Farm Cost Share	US80		08/15/20	08/15/25	93,135	84,856	43,178	7,983	35,195	42.53%	8.89%
13	USFWS Restoring South Sound Prairies	US90		07/01/22	07/01/27	60,000	50,933	9,380	9,067	313	5.04%	15.11%
14	Zangle Cove PMEP	US100		09/30/22	09/30/24	40,000	40,000	0	0	0	0.00%	0.00%
15	WSCC											
16	Livestock	W025	22-13-LT	07/01/21	06/30/23	20,000	13,853	8,900	1,648	7,252	62.60%	30.73%
17	Skookumchuck Planting	W030	20-13-ER	04/01/20	12/31/24	744,780	242,782	198,443	179,315	19,128	52.59%	67.40%
18	Chehalis Flood Plain	W050	22-13-FL	09/01/21	06/30/23	128,333	71,735	103,849	50,201	53,648	59.13%	44.10%
19	Shellfish Cost Share	W060	22-13-SH	07/01/21	06/30/23	178,339	90,415	185,017	75,326	109,690	62.60%	49.30%
20	CREP	W070	22-13-CE	07/01/21	06/30/23	87,170	78,538	21,014	2,735	18,279	62.60%	9.90%
21	NRI Cost Share TA	W080	22-13-NR	07/01/21	06/30/23	99,927	92,581	79,898	4,577	75,320	62.60%	7.35%
22	Post Natural Disaster TA	W086.2	22-13-IM	01/10/22	03/31/22	2,500	0	2,500	2,500	Closed	100.00%	100.00%
23	Food Support Program	W090	22-13-FP	05/16/22	06/30/22	5,000	3	5,000	4,997	Closed	100.00%	99.93%
24	Engineering	W100	23-13-PE	07/27/22	06/30/23	82,000	77,358	51,330	4,642	46,688	19.47%	5.66%
25	Meyer Salmon Recovery	W110.1	23-13-SRF	07/01/22	06/30/23	60,000	57,493	10,000	2,507	7,493	25.21%	4.18%
26	Riparian Outreach, Assessment, and Restoration (ROAR) Project	W110.2	23-13-SRF	07/01/22	06/30/23	65,000	62,068	24,062	2,932	21,130	25.21%	4.51%
27	Riparian Restoration (RRIP)	W110.3	23-13-SRF	07/01/22	06/30/23	410,000	40,519,614	29,040	4,804	24,236	25.21%	1.17%
28	Chehalis Lead	W150	22-13-RIT	10/01/21	06/30/23	72,000	49,476	47,711	21,191	26,520	57.21%	31.28%

	Grant Name	Account Number	Grant Number	Grant Start Date	Grant End Date	Total Grant Amount	Official Remaining	2022 Budget	2022 Actual	2022 Remaining Budget	% of Total Time	% of Total Budget
29	- Miscellaneous											
30	Orca Recovery Day	M060		07/01/19	until spent	7,090	904	904	0	904	NA	87.24%
31	Ross ORD	M063		07/01/22	09/30/22	7,500	297	7,500	7,203	Closed	100.00%	96.04%
32	Western SARE - Grassland Grazing	M070	WSARE-R2GR	09/01/21	08/31/23	20,273	17,605	12,165	2,668	9,497	54.11%	13.16%
33	Sentinel Landscape Program (SLP)	M075		10/01/21	12/31/22	260,000	30,271	210,829	180,559	30,271	79.87%	88.36%
34	One Tree Planted	M085		09/03/21	until spent	35,076	31,432	31,593	2,483	29,110	NA	10.39%
35	WCRII Prairie Habitat Enhancement	M095	2022-06	01/01/22	06/30/25	119,954	111,349	28,625	8,605	20,020	21.38%	7.17%
36	WFC Meyer	M100		10/01/20	06/06/22	4,224	26	763	737	Closed	100.00%	99.38%
37	Partner District Support	M400		NA	NA	NA	NA	NA	1,875	NA	NA	NA
38	- Thurston County											
39	FY21-23 VSP	TC400		07/01/21	06/30/23	150,000	56,938	78,025	47,788	30,237	62.60%	62.04%
40	TC Riparian Streamside 1	TC510	06-21	07/01/21	08/31/22	52,285	1,492	42,271	40,780	Closed	100.00%	97.15%
41	TC Riparian Streamside 2	TC520	07-21	07/01/21	08/31/22	76,505	-424	33,307	33,731	Closed	100.00%	100.55%
42	TC Riparian Streamside 3	TC530	08-21	07/01/21	08/31/22	49,964	316	39,218	38,902	Closed	100.00%	99.37%
43	NTAqua	TC700		07/01/19	09/30/22	196,000	590	109,021	108,431	Closed	100.00%	99.70%
44	- South Sound GREEN											
45	FY 21-25 Interlocal	G019-SS		01/01/22	12/31/22	51,200	19,107	51,200	32,093	19,107	74.79%	62.68%
46	ESD 113 Climate Education	G019.104		05/01/22	08/31/22	10,000	0	10,000	10,000	Closed	124.39%	100.00%
47	NOAA B-WET	G019.106		01/01/22	12/31/23	12,881	7,655	5,226	5,226	0	37.40%	40.57%
48	NFWF Five Star	G019.108		01/01/22	12/31/22	11,700	11,500	11,700	200	11,500	74.79%	1.71%
49	Dawkins 2021	G019.28		01/01/21	until spent	22,000	-0	8,150	8,150	Closed	NA	100.00%
50	Dawkins 2022	G019.28		01/01/22	until spent	25,000	19,967	25,000	5,033	19,967	NA	20.13%
51	Community Foundation	G019.29		01/01/22	until spent	5,000	0	5,000	5,000	Closed	NA	100.00%
52	TCC	TCC		01/01/18	until spent	9,418	40		0	0	NA	99.57%
53	- Teens in Thurston Volunteer Program									0		
54	WCS TNT	T070		01/01/22	until spent	500	0	500	500	Closed	NA	100.00%
55	Nisqually TNT 2021	G019.60		01/13/21	until spent	4,900	0	1,211	1,211	Closed	NA	100.00%
56	Nisqually TNT 2022	G019.60		01/19/22	until spent	4,000	3,362	4,000	638	3,362	NA	15.94%
57	- Envirothon Program									0		
58	Chehalis Tribe Envirothon	T040		01/01/22	until spent	2,500	0	2,500	2,500	Closed	NA	100.00%
59	Nisqually Indian Tribe Envirothon	T040		01/01/22	until spent	5,000	1,128	5,000	3,872	1,128	NA	77.44%

2022 Unrestricted Budget vs Actual



September 75.00%

	Account Name	2022 Mid-Year Revised Budget	2022 Actual	\$ Over Budget	% of Budget
1	Income	903,172	565,829	-337,343	62.6%
2	3451100 · Soil/Water Conservation Service	47,881	37,556	-10,325	78.4%
3	Food Production and Consumption	1,600	1,261	-339	78.8%
4	3451130 · Poultry Equipment & Tool Rentals	1,600	1,261	-339	78.8%
5	Soil Conservation and Health	6,550	5,984	-566	91.4%
6	3451110 · Soil Testing	5,900	5,440	-460	92.2%
7	3451120 Soil Health Equipment Rental	650	543	-107	83.6%
8	Community Outreach and Education	36,000	23,101	-12,899	64.2%
9	3451140 · Plant Sales	36,000	23,101	-12,899	64.2%
10	TCD Swag Shop	0	0	0	
11	Water Quality & Quantity and Protection & Restoration of Ecosystems	1,000	2,678	1,678	3
12	Partner Fee for Service - Landscaping Crew	1,000	2,678	1,678	267.8%
13	Other Income	2,731	4,534	1,803	166.0%
14	3670000 · Nongovernmental Contributions	100	2,000	1,900	2,000.0%
15	3620000 · Rental Income	800	648	-152	81.0%
16	3611100 · Interest Income	200	154	-46	77.1%
17	3600000 · Miscellaneous Income	1,631	1,732	101	106.2%
18	3300000 · Grant Revenue	132,823	72,526	-60,297	54.6%
21	3685201 · Rates and Charges	554,668	332,110	-222,558	59.9%
22	Overhead	167,800	123,636	-44,164	73.7%
23	5314999 · Overhead Allocation	155,800	114,303	-41,497	73.4%
24	5966699 · Vehicle Allocation	12,000	9,333	-2,667	77.8%
25	Cash Surplus / 2021 Carry Overs	88,456	0	-88,456	0.0%
26	Program Allocation	417,933	270,227	-147,706	64.7%
27	Local Food Production and Consumption	8,500	8,226	-274	96.8%
28	Poultry Equipment Rentals	8,500	8,226	-274	96.8%
29	Producer Support & Preservation and Expansion of Working Lands	7,850	4,244	-3,606	54.1%
30	Working Lands Preservation Initiative	7,850	4,244	-3,606	54.1%
31	Water Quality & Quantity and Protection & Restoration of Ecosystems	1,500	2,091	591	139.4%
32	TCD Habitat Cost Share	0	0	0	
33	Restoration Crew & Equipment	1,500	2,091	591	139.4%
34	Soil Conservation and Health	53,150	45,399	-7,751	85.4%
35	Soil Health Testing	38,900	32,768	-6,132	84.2%
36	Soil Health Equipment Rental	14,250	12,630	-1,620	88.6%
37	Community Outreach and Engagement	186,308	126,439	-59,869	67.9%
38	Conservation Education Center	66,608	25,206	-41,402	37.8%
39	District Communications	68,750	49,381	-19,369	71.8%
40	Plant Sale	41,750	43,839	2,089	105.0%
41	Elections	9,200	8,013	-1,187	87.1%

	Account Name	2022 Mid-Year Revised Budget	2022 Actual	\$ Over Budget	% of Budget
42	<input type="checkbox"/> Adult and Youth Conservation Education	52,500	50,745	-1,755	96.7%
43	South Sound Green	46,300	44,545	-1,755	96.2%
44	Teens in Thurston Volunteer Program	4,200	4,200	0	100.0%
45	Envirothon	2,000	2,000	0	100.0%
46	<input type="checkbox"/> Climate Change Adaptation & Mitigation and Other Strategic Plan Priorities	108,125	33,083	-75,042	30.6%
47	Conservation TA	98,125	33,083	-65,042	33.7%
48	JEDI Work	10,000	0	-10,000	0.0%
49	<input type="checkbox"/> Expense	498,695	396,035	-102,660	79.4%
50	<input type="checkbox"/> Administrative Salaries & Benefits	231,725	197,102	-34,623	85.1%
57	<input type="checkbox"/> Professional Services	62,500	45,792	-16,708	73.3%
58	5314101 · Legal Services	23,000	16,000	-7,000	69.6%
59	5314102 · Audit & Accounting	12,500	11,381	-1,119	91.0%
60	5314103 · Computer Services	22,000	18,411	-3,589	83.7%
61	5314100 · Professional Services	5,000	0	-5,000	0.0%
62	<input type="checkbox"/> Facility, Vehicles and Maintenance	151,350	119,937	-31,413	79.2%
63	5314104 · Janitorial Services	8,000	5,783	-2,218	72.3%
64	5314501 · Office Rent	50,000	36,972	-13,028	73.9%
65	5314700 · Utilities	8,000	4,764	-3,236	59.5%
66	5314503 · Equipment Leases	3,550	2,610	-940	73.5%
67	5314504 · Vehicle Leases	5,700	4,296	-1,404	75.4%
68	5966604 · Vehicle Purchase	41,000	41,435	435	101.1%
69	5314200 · Communications	11,500	8,664	-2,836	75.3%
70	5313102 · Photocopier Usage	800	314	-486	39.2%
71	5354800 · Repairs & Maintenance	5,000	2,670	-2,330	53.4%
72	Computer Hardware Purchases	4,500	1,940	-2,560	43.1%
73	Computer Software	7,800	5,904	-1,896	75.7%
74	Equipment & Office Furniture	5,500	4,587	-913	83.4%
75	<input type="checkbox"/> Supplies	11,800	7,805	-3,995	66.1%
76	5313101 · Office Supplies	3,500	2,693	-807	77.0%
77	5314202 · Postage & Shipping	550	276	-274	50.2%
78	5314902 · Organizational Dues & Licenses	7,750	4,836	-2,914	62.4%
79	<input type="checkbox"/> Conferences, Training and Travel	13,000	5,602	-7,398	43.1%
80	5314302 · Staff Conference & Training Fees	2,000	1,016	-984	50.8%
81	Board Conference and Training Fees	2,500	0	-2,500	0.0%
82	5314300 · Staff Travel	6,000	4,586	-1,414	76.4%
83	Board Travel	2,500	0	-2,500	0.0%
84	<input type="checkbox"/> Insurance and Banking	28,320	19,797	-8,523	69.9%
85	5314110 · Bank Fees & Interest Charges	500	616	116	123.2%
86	5314600 · Liability Insurance Premiums	27,320	19,181	-8,139	70.2%
87	5314111 · Late Fees & Penalties	500	0	-500	0.0%
88	<input type="checkbox"/> Savings	75,000	0	-75,000	0.0%
89	Reserve Fund	37,500	0	-37,500	0.0%
90	Conservation Education Center Savings Plan	37,500	0	-37,500	0.0%
91	Net Income (Surplus or Deficit)	0	-100,434	-100,434	

Thurston Conservation District
Payment Report
September 2022

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Credit Card Charge	10557	09/01/2022	South Sound Honda Suzuki	USFWS:US80 Frogs on Farms	5354803 · Vehicle Maintenance	217.37
Credit Card Charge	10590	09/01/2022	Amazon	GREEN:G019.110 TCD SS Green Allocation	5314107 · Project Supplies	25.13
Credit Card Charge	10607	09/01/2022	Amazon	WSCC:W030 - Skookumchuck:W030.3 -Mngmnt & Res	5314107 · Project Supplies	51.82
Check	EFT	09/01/2022	Delta Dental		5531022 · Dental Benefits	1,164.40
Credit Card Charge	10592	09/02/2022	Bed Bath & Beyond	GREEN:G019.110 TCD SS Green Allocation	5314107 · Project Supplies	13.13
Credit Card Charge	10593	09/02/2022	Target	GREEN:G019.110 TCD SS Green Allocation	5314107 · Project Supplies	8.74
Credit Card Charge	10566	09/06/2022	EcoMarketing Solutions	TCD Programs:T030 - District Communications:T030.0	5314901 · Meeting & Event	2,955.00
Credit Card Charge	10594	09/06/2022	Bed Bath & Beyond	GREEN:G019.110 TCD SS Green Allocation	5314107 · Project Supplies	39.38
Credit Card Charge	10595	09/06/2022	Target	GREEN:G019.110 TCD SS Green Allocation	5314107 · Project Supplies	30.51
Check	EFT	09/06/2022	Regence - Health Care		5531021 · Medical Benefits	12,955.49
Credit Card Charge	1179229494	09/07/2022	QuickBooks Time Support (TSheets)	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	153.30
Liability Check	EFT	09/07/2022	Internal Revenue Service		Federal Payroll Taxes	9,948.70
Liability Check	EFT	09/07/2022	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	13,690.31
Liability Check	EFT	09/07/2022	WFSE Union Dues		3861008 · Union Dues	934.59
Check	EFT	09/07/2022	Wells Fargo			11,605.02
Credit Card Charge	10559	09/08/2022	WA St Dept of Licensing	UNRESTRICTED:A120 - Vehicles	5314902 · Organizational Dues & Licenses	32.19
Credit Card Charge	10568	09/08/2022	Home Depot	TCD Programs:T099 - Food Processing and Tools Ren	5354802 · Rental Equipment	121.74
Credit Card Charge	10569	09/08/2022	Grandstand	TCD Programs:T030 - District Communications:T030.0	5314107 · Project Supplies	469.99
Bill Pmt -Check	21382	09/08/2022	Ashley Lewis	Various	5314108 · Construction & Restoration Work	1,000.00
Bill Pmt -Check	21383	09/08/2022	Beckwith Consulting Group	TCD Programs:T021 - Conservation Education Center	5314100 · Professional Services	4,200.00
Bill Pmt -Check	21384	09/08/2022	Commodities Unlimited Inc	Thurston County:TC510 - Riparian Streamside Allen:TC	5314107 · Project Supplies	446.35
Bill Pmt -Check	21385	09/08/2022	Community Farmland Trust	TCD Programs:T099 - Food Processing and Tools Ren	5314501 · Office Rent	260.00
Bill Pmt -Check	21386	09/08/2022	Goebel Septic Tank Service, Inc	WSCC:W030 - Skookumchuck:W030.3 -Mngmnt & Res	5314503 · Equipment Leases	100.00
Bill Pmt -Check	21387	09/08/2022	Haley Hernandez	Various	5314108 · Construction & Restoration Work	1,000.00
Bill Pmt -Check	21388	09/08/2022	J & I Power Equipment	Various	5945365 · Machinery and Tools	1,588.48
Bill Pmt -Check	21389	09/08/2022	Karin Strelhoff	UNRESTRICTED:A016 - Staff Field Gear	5531028 · Field Gear	240.63
Bill Pmt -Check	21390	09/08/2022	Kiana Sinner_V	WSCC:W030 - Skookumchuck:W030.3 -Mngmnt & Res	Mileage, Staff - Conference & Training	221.88
Bill Pmt -Check	21391	09/08/2022	LaMotte Company	Depart of Ecology:E100 - ECY Deschutes (Quarterly):E	5314107 · Project Supplies	1,439.45
Bill Pmt -Check	21392	09/08/2022	Marguerite Abplanalp	Various	5314304 · Mileage	106.26
Bill Pmt -Check	21393	09/08/2022	Mountain Mist	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	40.94
Bill Pmt -Check	21394	09/08/2022	Petrocard	UNRESTRICTED:A120 - Vehicles	5313201 · Vehicle Fuel	327.15
Bill Pmt -Check	21395	09/08/2022	Puget Sound Energy	UNRESTRICTED:A010 - Administrative Expenses	Electricity & Gas	358.97

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Bill Pmt -Check	21396	09/08/2022	Reed Ingalls	Various	5314108 · Construction & Restoration Work	1,000.00
Bill Pmt -Check	21397	09/08/2022	Riverbend Properties, LLC	USFWS:US90 Restoring South Sound Prairies	5314108 · Construction & Restoration Work	9,067.46
Bill Pmt -Check	21398	09/08/2022	South Union Grange	TCD Programs:T030 - District Communications:T030.0	5314901 · Meeting & Event	300.00
Bill Pmt -Check	21399	09/08/2022	Taylor Sherrow	WSCC:W030 - Skookumchuck:W030.3 -Mngmnt & Res	5314302 · Staff - Conference & Training	75.00
Bill Pmt -Check	21400	09/08/2022	Thurston County Central Services	UNRESTRICTED:A010 - Administrative Expenses	5314501 · Office Rent	4,108.00
Bill Pmt -Check	21401	09/08/2022	VSP - Vision Care	UNRESTRICTED:A010 - Administrative Expenses	5531021 · Medical Benefits	143.49
Bill Pmt -Check	21402	09/08/2022	WA St University Energy Program	UNRESTRICTED:A010 - Administrative Expenses	5314103 · Computer Services	2,170.00
Bill Pmt -Check	21403	09/08/2022	Yan Dong_V	Various	Mileage, Postage & Shipping	80.31
Bill Pmt -Check	21404	09/08/2022	South Union Grange	TCD Programs:T030 - District Communications:T030.0	5314901 · Meeting & Event	300.00
Bill Pmt -Check	EFT	09/08/2022	Pacific Disposal	UNRESTRICTED:A010 - Administrative Expenses	5314702 · Garbage Service	32.28
Liability Check		09/08/2022	QuickBooks Payroll Service		Payroll	30,265.43
Credit Card Charge	2818165	09/09/2022	Right Networks	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	20.75
Credit Card Charge	10701	09/10/2022	Zoom	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	164.14
Credit Card Charge	10563	09/12/2022	Thurston County	WSCC:W110 - Salmon Recovery:W110.2 - ROAR Proj	5314107 · Project Supplies	112.07
Credit Card Charge	10598	09/12/2022	Target	GREEN:G019.110 TCD SS Green Allocation	5314107 · Project Supplies	28.82
Check	EFT	09/12/2022	WA St Dept of Retirement Systems		5314110 · Bank Fees & Interest Charges	18.08
Credit Card Charge	10562	09/13/2022	Amazon	MISC:M075 - Sentinel Landscape Program (SLP)	5945363 · Equipment & Office Furniture	120.43
Credit Card Charge	10619	09/13/2022	Olympia Supply	GREEN:G019.110 TCD SS Green Allocation	5313101 · Office Supplies	38.28
Check	EFT	09/13/2022	TPSC Benefits		5531021 · Medical Benefits	132.80
Credit Card Charge	10574	09/14/2022	Amazon	MISC:M095 - WCRRI Prairie Habitat Enhancement	5314107 · Project Supplies	31.74
Credit Card Charge	10600	09/14/2022	Office Depot	GREEN:G019.110 TCD SS Green Allocation	5314107 · Project Supplies	32.28
Credit Card Charge	10601	09/14/2022	Eastside Urban Farm & Garden	Thurston County:TC400 - VSP:TC400.2 - Education an	5314107 · Project Supplies	7.48
Credit Card Charge	10681	09/14/2022	Amazon	WSCC:W030 - Skookumchuck:W030.3 -Mngmnt & Res	5314107 · Project Supplies	21.88
Credit Card Charge	10682	09/14/2022	Amazon	TCD Programs:T097 - Plant Sale	5314107 · Project Supplies	78.99
Credit Card Charge	4148157	09/14/2022	Buzzsprout	TCD Programs:T030 - District Communications:T030.2	5374001 · Web Hosting and Maintenance	12.00
Credit Card Charge	10606	09/15/2022	Amazon	MISC:M075 - Sentinel Landscape Program (SLP)	5314107 · Project Supplies	25.11
Credit Card Charge	10675	09/15/2022	Amazon	WSCC:W030 - Skookumchuck:W030.3 -Mngmnt & Res	5314107 · Project Supplies	68.03
Check	EFT	09/15/2022	TPSC Benefits		5531021 · Medical Benefits	67.50
Credit Card Charge	10677	09/16/2022	Facebook	Various	5314400 · Advertising	30.09
Credit Card Charge	10629	09/17/2022	Olympia Coffee	GREEN:TCC:G019.28 Dawkins	5314901 · Meeting & Event	62.90
Credit Card Charge	10611	09/18/2022	U Printing	TCD Programs:T030 - District Communications:T030.0	5314107 · Project Supplies	58.70
Credit Card Charge	10575	09/19/2022	Goodwill	TCD Programs:T099 - Food Processing and Tools Ren	5314107 · Project Supplies	67.39
Credit Card Charge	10576	09/19/2022	JoAnn	TCD Programs:T099 - Food Processing and Tools Ren	5314107 · Project Supplies	49.10
Credit Card Charge	10615	09/19/2022	Zeiglers Welding	TCD Programs:T096 - Nutrient Spreader Rentals	5354802 · Rental Equipment	273.50
Credit Card Charge	10678	09/19/2022	Facebook	Various	5314400 · Advertising	75.00
Credit Card Charge	E0300KBK6O	09/19/2022	Microsoft	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	49.28

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Credit Card Charge	E0300KBULP	09/19/2022	Microsoft	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	167.85
Credit Card Charge	10612	09/20/2022	J & I Power Equipment	WSCC:W110 - Salmon Recovery:W110.3 - RRIP:W110	5314107 · Project Supplies	51.78
Credit Card Charge	10613	09/20/2022	Home Depot	WSCC:W110 - Salmon Recovery:W110.3 - RRIP:W110	5314107 · Project Supplies	70.85
Check	EFT	09/20/2022	TPSC Benefits		5531021 · Medical Benefits	50.00
Credit Card Charge	10616	09/21/2022	Amazon	MISC:M095 - WCRRI Prairie Habitat Enhancement	5314400 · Advertising	41.60
Credit Card Charge	10617	09/21/2022	Amazon	TCD Programs:T030 - District Communications:T030.0	5314107 · Project Supplies	96.62
Credit Card Charge	10618	09/21/2022	Regenerate Conference	MISC:M095 - WCRRI Prairie Habitat Enhancement	5314302 · Staff - Conference & Training	50.00
Credit Card Charge	10620	09/22/2022	Home Depot	GREEN:G019.110 TCD SS Green Allocation	5314107 · Project Supplies	34.95
Credit Card Charge	10630	09/22/2022	Trader Joes	GREEN:TCC:G019.28 Dawkins	5314901 · Meeting & Event	15.47
Credit Card Charge	10636	09/22/2022	Minuteman Press	TCD Programs:T030 - District Communications:T030.0	5314400 · Advertising	75.15
Bill Pmt -Check	EFT	09/22/2022	Comcast	UNRESTRICTED:A010 - Administrative Expenses	Telephone & Internet	300.53
Liability Check		09/22/2022	QuickBooks Payroll Service		Payroll	28,922.96
Credit Card Charge	10623	09/23/2022	Kiperts	TCD Programs:T096 - Nutrient Spreader Rentals	5354802 · Rental Equipment	229.95
Bill Pmt -Check	21405	09/23/2022	Ashley Lewis	Various	5314108 · Construction & Restoration Work	897.72
Bill Pmt -Check	21406	09/23/2022	Bishop, Stephanie	UNRESTRICTED:A017 - Staff Wellness Program	5531029 · Wellness Program	287.70
Bill Pmt -Check	21407	09/23/2022	Crains Office Supply	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	112.11
Bill Pmt -Check	21408	09/23/2022	Deschutes Law Group	UNRESTRICTED:A010 - Administrative Expenses	5314101 · Legal Fees & Services	2,000.00
Bill Pmt -Check	21409	09/23/2022	Ecostudies Institute	MISC:M075 - Sentinel Landscape Program (SLP)	5314100 · Professional Services	4,410.81
Bill Pmt -Check	21410	09/23/2022	Haley Hernandez	Various	5314108 · Project Supplies, Construction & Res	1,017.27
Bill Pmt -Check	21411	09/23/2022	LaMotte Company	GREEN:G019-SS GREEN Interlocal (Quarterly)	5314107 · Project Supplies	1,609.80
Bill Pmt -Check	21412	09/23/2022	Midwest Labs	TCD Programs:T098 - Soil Health Testing:T098.1 - Tes	5314117 · Soil Testing	429.85
Bill Pmt -Check	21413	09/23/2022	Nineveh Assyrian	Various	5314302 · Staff - Conference & Training	876.95
Bill Pmt -Check	21414	09/23/2022	Peninsula Environmental Group, Inc.	Thurston County:TC530 - Riparian Streamside Wolt/Mo	5314108 · Construction & Restoration Work	6,697.80
Bill Pmt -Check	21415	09/23/2022	Perfect Temp, Inc.	TCD Programs:T099 - Food Processing and Tools Reni	5354802 · Rental Equipment	741.70
Bill Pmt -Check	21416	09/23/2022	Petrocard	UNRESTRICTED:A010 - Administrative Expenses	5313201 · Vehicle Fuel	296.72
Bill Pmt -Check	21417	09/23/2022	Puget Sound Plants	WSCC:W110 - Salmon Recovery:W110.2 - ROAR Proje	5314108 · Construction & Restoration Work	1,295.30
Bill Pmt -Check	21418	09/23/2022	Reed Ingalls	Various	5314108 · Construction & Restoration Work	1,000.00
Bill Pmt -Check	21419	09/23/2022	Ricoh USA, Inc.	UNRESTRICTED:A010 - Administrative Expenses	5314503 · Equipment Leases	235.55
Bill Pmt -Check	21420	09/23/2022	Solinst	WSCC:W100 - Engineering	3081001 · Checking-7444 Timberland	695.25
Bill Pmt -Check	21421	09/23/2022	Squaxin Island Musuem Library & Research	GREEN:G019.106 NOAA B-WET	5314113 · Teacher Substitute Stipends	200.00
Bill Pmt -Check	21422	09/23/2022	Susan Shelton	UNRESTRICTED:A010 - Administrative Expenses	Postage & Shipping, Office Supplies	17.91
Bill Pmt -Check	21423	09/23/2022	Taylor Sherrow	WSCC:W030 - Skookumchuck:W030.3 -Mngmnt & Res	5314107 · Project Supplies	22.65
Bill Pmt -Check	21424	09/23/2022	Verizon	UNRESTRICTED:A010 - Administrative Expenses	5314201 · Telephone	2,076.46
Bill Pmt -Check	21425	09/23/2022	WA St Conservation Commission	UNRESTRICTED:A010 - Administrative Expenses	5314504 · Vehicle Leases	564.23
Bill Pmt -Check	21426	09/23/2022	WA St Dept of Veterans Affairs	Various	5314108 · Construction & Restoration Work	4,879.70
Bill Pmt -Check	21427	09/23/2022	Yan Dong_V	Various	Mileage, Postage & Shipping	87.20

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Liability Check	EFT	09/23/2022	Internal Revenue Service		3861003 · FICA Payable	9,441.88
Liability Check	EFT	09/23/2022	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	617.84
Credit Card Charge	P1-76735919	09/23/2022	Intuit	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	109.98
Credit Card Charge	10624	09/24/2022	Farrelli's Pizza	GREEN:TCC:G019.60 Nisqually Indian Tribe 2%	5314901 · Meeting & Event	169.04
Credit Card Charge	10625	09/26/2022	Harbor Freight	GREEN:G019.110 TCD SS Green Allocation	5314107 · Project Supplies	188.90
Credit Card Charge	10637	09/26/2022	Chevron	WSCC:W110 - Salmon Recovery:W110.3 - RRIP:W110.3	5314107 · Project Supplies	16.29
Credit Card Charge	10638	09/26/2022	Tenino Short Stop	WSCC:W110 - Salmon Recovery:W110.3 - RRIP:W110.3	5314107 · Project Supplies	41.23
Credit Card Charge	10695	09/26/2022	Amazon	GREEN:G019-SS GREEN Interlocal (Quarterly)	5314107 · Project Supplies	195.60
Credit Card Charge	10627	09/27/2022	Target	GREEN:G019.110 TCD SS Green Allocation	5314107 · Project Supplies	23.36
Credit Card Charge	10639	09/27/2022	Chevron	WSCC:W110 - Salmon Recovery:W110.3 - RRIP:W110.3	5314107 · Project Supplies	44.79
Credit Card Charge	10679	09/27/2022	Facebook	Various	5314400 · Advertising	125.00
Credit Card Charge	10696	09/27/2022	Amazon	Depart of Ecology:E100 - ECY Deschutes (Quarterly):E	5314107 · Project Supplies	36.07
Check	EFT	09/27/2022	TPSC Benefits		5531021 · Medical Benefits	248.50
Credit Card Charge	10640	09/28/2022	Tenino Short Stop	WSCC:W110 - Salmon Recovery:W110.3 - RRIP:W110.3	5314107 · Project Supplies	59.13
Credit Card Charge	10641	09/29/2022	Chevron	WSCC:W110 - Salmon Recovery:W110.3 - RRIP:W110.3	5314107 · Project Supplies	29.75
Credit Card Charge	10642	09/29/2022	Tenino Short Stop	WSCC:W110 - Salmon Recovery:W110.3 - RRIP:W110.3	5314107 · Project Supplies	71.30
Credit Card Charge	10632	09/30/2022	Best Buy	UNRESTRICTED:A010 - Administrative Expenses	5314201 · Telephone	72.22
Credit Card Charge	MC12336008	09/30/2022	Mail Chimp	TCD Programs:T030 - District Communications:T030.0	5314505 · Software Licenses	61.32

Project Sponsor: Thurston Conservation District
Project Title: Community FieldSTEM in Thurston County

Project Number: 22-1836E
Approval Date: 09/28/2022

PARTIES OF THE AGREEMENT

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

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

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 for the Outdoor Learning Grant Program. The grant has been awarded by the Office of the Superintendent of Public Instruction (OSPI) subject to this Agreement and shall be administered by the RCO per the authority granted the Director of RCO in RCW 79A.25.020, and the Interagency Agreement Between the State of Washington Recreation and Conservation Office and the Office of the Superintendent of Public Instruction (RCO IAA No. 23-28, OSPI Agreement No. 20230981).

DESCRIPTION OF PROJECT

Thurston Conservation District (TCD) will use this grant to fund Community FieldSTEM, an outdoor learning program in partnership with North Thurston Public Schools (NTPS), TCD's South Sound GREEN program, and the Nisqually River Education Project (NREP). Between fall 2022 and spring 2023, Community FieldSTEM will provide 90 outdoor field trips to approximately 5,000 students.

Programming will include four distinct, but interconnected elements: 1) The sx" da ? dEb Salmon, Cedar, Canoe: Stewards of the Ecosystem curriculum developed by NTPS, NREP, and the Nisqually Indian Tribe and written in both English and Lushootseed (approximately 1,200 students, 9-10 years old); 2) Watershed Explorers STEM Field Study for 5th grade students to learn about water quality and watershed science (approximately 1,200 students, 10-11 years old); 3) Salmon and Wetlands for 7th/8th grade students utilizing Pacific Education Institute's Middle School Wetlands Ecosystem Services curriculum and One With The Watershed curriculum from the Seattle Aquarium (approximately 2,000 students, 12-14 years old); and 4) Climate Literacy Action and Monitoring in South Sound (CLAMSS) On the Beach for high school students in which they will collect water quality data and learn about ocean acidification and oyster biology (approximately 600 students, 14-18 years old). Community FieldSTEM programs will take place on public and tribal lands throughout Thurston County.

PERIOD OF PERFORMANCE

The period of performance begins on October 1, 2022 (project start date) and ends on June 30, 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 period of performance shall not extend beyond June 30, 2023.

STANDARD TERMS AND CONDITIONS INCORPORATED

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

LONG-TERM OBLIGATIONS

All of the supplies and equipment purchased with project funds under this Agreement shall be retained by sponsor and used for similar uses, or otherwise disposed of per the TREATMENT OF EQUIPMENT AND ASSETS section, or as approved by RCO. This obligation shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$77,625.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
Office - Outdoor Learning Grants	100.00%	\$77,625.00	State
Total Project Cost	100.00%	\$77,625.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

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

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO's director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. 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.

Any amendment to this Agreement, unless otherwise expressly stated, 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.

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, and any applicable federal program and accounting rules effective as of the date of this Agreement, and with respect to any amendments to this Agreement, as of the effective date of that 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.

For the purpose of this Agreement, WAC 352.80 shall apply as terms of this Agreement; provided, where a WAC refers to a funding board's responsibility and/or authority, the RCO director shall have that role and/or authority.

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

- Outdoor Learning Grants - Manual 26
- Reimbursements - Manual 8

SPECIAL CONDITIONS

#1: Comprehensive Education Data and Research System (CEDARS) Reporting

Sponsor will provide notification to all participating schools on Comprehensive Education Data and Research System (CEDARS) required updates and provide each school with OSPI's guidance letter regarding Outdoor Learning Grants.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Sponsor Project Contact

Stephanie Bishop
South Sound Green Coord
2918 Ferguson St SW Bldg 1 Ste A
Tumwater, WA 98512
sbishop@thurstoncd.com

RCO Contact

Beth Auerbach
Outdoor Grants Manager (OGM)
PO Box 40917
Olympia, WA 98504-0917
Beth.Auerbach@rco.wa.gov

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

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

This Agreement, for project 22-1836, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, 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 RECREATION AND CONSERVATION OFFICE. 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, Office of the Superintendent of Public Instruction Acting through the Recreation and Conservation Office

By: _____

Megan Duffy
Director
Recreation and Conservation Office

Date: _____

Pre-approved as to form:

By: _____

Assistant Attorney General

Date: 09/15/2022

Project Sponsor: Thurston Conservation District
Project Title: Community FieldSTEM in Thurston County

Project Number: 22-1836E
Approval Date: 09/28/2022

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Education Metrics

Worksite #1, Thurston Conservation District

Youth Outdoor Learning Programs

Youth Outdoor Learning Programs

Number of youth served by the program:	5000 1200 4th grade, 1200 5th grade, 2000 7th/8th grade, 600 high school
Number of hours each participant will spend outdoors:	5
Total number of hours of youth outdoor programming provided by this project.:	25000

Project Sponsor: Thurston Conservation District
Project Title: Community FieldSTEM in Thurston County

Project Number: 22-1836E
Approval Date: 09/28/2022

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	10/01/2022	
	Other	11/15/2022	Check-in with Grant Manager
	Progress Report Due	12/31/2022	
	Annual Project Billing Due	12/31/2022	
	Other	02/15/2023	Check-in with Grant Manager
	Progress Report Due	03/31/2023	
	Annual Project Billing Due	03/31/2023	
	Other	05/15/2023	Check-in with Grant Manager
	Final Billing Due	06/30/2023	
	Final Report	06/30/2023	
	Agreement End Date	06/30/2023	

Project Sponsor: Thurston Conservation District
Project Title: Community FieldSTEM in Thurston County

Project Number: 22-1836E
Approval Date: 09/28/2022

Standard Terms and Conditions of the Recreation and Conservation Office

Table of Contents

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE	7
CITATIONS, HEADINGS AND DEFINITIONS	7
PERFORMANCE BY THE SPONSOR	8
ASSIGNMENT	9
RESPONSIBILITY FOR PROJECT	9
INDEMNIFICATION	9
INDEPENDENT CAPACITY OF THE SPONSOR	9
CONFLICT OF INTEREST	10
COMPLIANCE WITH APPLICABLE LAW	10
INSURANCE	11
PARTICIPANT HEALTH, SAFETY, AND WELFARE	11
RECORDS	12
PROJECT FUNDING	13
PROJECT REIMBURSEMENTS	13
ADVANCE PAYMENTS	14
RECOVERY OF PAYMENTS	14
COVENANT AGAINST CONTINGENT FEES	14
INCOME (AND FEES) AND USE OF INCOME	14
RIGHTS IN DATA	14
PROCUREMENT REQUIREMENTS	14
TREATMENT OF EQUIPMENT AND ASSETS	15
RIGHT OF INSPECTION	15
ACKNOWLEDGMENT AND SIGNS	15
LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS	15
PROGRAMS OPEN TO THE PUBLIC	15
FINAL REPORT	15
ORDER OF PRECEDENCE	15
LIMITATION OF AUTHORITY	16
WAIVER OF DEFAULT	16
APPLICATION REPRESENTATIONS - MISREPRESENTATIONS OR INACCURACY OR BREACH	16
SPECIFIC PERFORMANCE	16
TERMINATION AND SUSPENSION	16
DISPUTE HEARING	17
ATTORNEYS' FEES	18
GOVERNING LAW/VENUE	18
SEVERABILITY	18

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This agreement reflects Standard Terms and Conditions of the Recreation and Conservation Office as of 10/03/2022.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.
- 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 or project agreement – The document entitled “Recreation and Conservation Office Agreement” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the Recreation and Conservation Office, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Agreement subject to any limitations on their effect.

applicable manual(s) - A manual designated in this Agreement to apply as terms of this Agreement, subject to substitution of the “RCO director” for instances where the term “board” occurs.

applicable WAC(s) - Designated chapters or provisions of the Washington Administrative Code that are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for instances where the term “board” occurs.

applicant – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds administered by RCO.

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.

child abuse or neglect - The injury, sexual abuse, sexual exploitation, negligent treatment, or maltreatment of a child under circumstances, which indicate that the child's health, welfare, and safety is harmed. An abused child is a child who has been subjected to child abuse or neglect.

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

corporal punishment - Any act that willfully inflicts or causes the infliction of physical pain on a child.

critical injury - a serious injury that places life in jeopardy, typically involves a person that is unconsciousness, experienced a significant loss of blood, an acute fracture or amputation of a leg or arm, burns over a major portion of the body, loss of sight or other significant losses that require immediate medical attention in a hospital or by a qualified medical practitioner.

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

DSHS – Washington State Department of Social and Health Services

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

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

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

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

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.

Minor (minors) – a child (children). A person or persons under the age of 18.

Office – Means the Recreation and Conservation Office or RCO.

OSPI - The Office of the Superintendent of Public Instruction

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

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

primary sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This 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.

program participant – persons taking part in programs, or being served by; the sponsor, contractor, subcontractor, or its assigns; under the terms of this Agreement.

project – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO.

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.

regulation – any federal, state, or local regulation, rule, or ordinance.

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.

RCFB – Recreation and Conservation Funding Board

RCW – Revised Code of Washington

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 or primary sponsor – The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors.

subcontractor – An entity that receives a contract from a contractor.

State – the government of the State of Washington to include all its departments, agencies, offices, boards and commissions.

vulnerable adult – a person over the age of 18 who has the functional, mental, or physical inability to care for himself or herself; or has a developmental disability, or has been admitted to any facility or is receiving services from home care agencies licensed or required to be licensed under RCW 70.127, or receiving services from an individual provider; or who self-directs his or her own care and receives services from a personal aide under chapter RCW 74.39, or any combination of or all of the above.

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. 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 consent 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 is Sponsored by more than one entity, 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.

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, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

This provision shall be included in any agreement between Sponsor and any contractors, subcontractor and vendor, of any tier.

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.

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.

The RCO is 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 Act. 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.
- 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) **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.
- E. 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.
- F. **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."

INSURANCE

The sponsor shall at all times comply with the following insurance requirements:

- A. **Industrial Insurance Coverage.** If required by law, sponsor shall provide or purchase industrial insurance coverage for themselves and their employees as required by Labor and Industries prior to performing work under this Agreement. Any and all claims that might arise under the Workmen's Compensation Act on behalf of the sponsor or other persons while engaged in the performance of the duties and services contemplated and any and all claims that might be made by a third person as a result of any act or failure to act, shall be the sponsor's sole obligation. RCO will not be responsible for payment of industrial premiums or for any other claim or benefit for sponsor, or any sponsor employee, volunteer, contractor or subcontractor, which might arise under the industrial insurance laws during the performance of duties and services under this agreement. Sponsor, or any sponsor employee, volunteer, contractor or subcontractor are not employees of RCO or OSPI.
- B. **General Liability Insurance.** The sponsor shall maintain General Liability Insurance or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of the parties' performance under this Agreement, including but not limited to premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract.
- C. **Other Insurance.** Sponsor shall maintain automobile insurance on all vehicles used to transport staff, volunteers, and program participants, including vehicles hired by the sponsor or owned by the sponsor's employees, contractors, subcontractors, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. In addition, sponsor shall ensure that sponsor, its employees, contractors, or volunteers who use vehicles to transport program participants or deliver services have automobile insurance that covers passengers and driver, and current driver's licenses.
- D. **Evidence of Coverage.** The sponsor shall, upon request by RCO or any other state of Washington agency, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required.
- E. **General.** By requiring insurance, the RCO does not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the sponsor from liability in excess of the required coverage and limits and shall not limit the sponsor's liability under the indemnities and reimbursements granted to the State of Washington.

PARTICIPANT HEALTH, SAFETY, AND WELFARE

- A. **Health and Safety.** Sponsor shall perform any and all of its obligations under this Agreement in a manner that does not unduly compromise the health and safety of any program participant.
- B. **First Aid and CPR.** Sponsor and all sponsor employees, contractors, and subcontractors accompanying program participants shall have current first aid and cardiopulmonary resuscitation (CPR) training.
- C. **Background Checks.** Sponsor and all sponsor employees, volunteers, contractors, and subcontractors; and all prospective sponsor employees, volunteers, contractors, and subcontractors who may have unsupervised access to a minor (child, children) or a vulnerable adult served under this Agreement or other persons having access to program participants, shall have a criminal history background check pursuant to RCW 43 and WAC 388, prior to providing services under the terms of this Agreement. These background checks will be done through the Washington state patrol criminal identification section and may include a national check from the federal bureau of investigation, which shall be through the submission of fingerprints. Sponsor shall assist in obtaining additional state or national criminal history and/or child abuse/neglect history, if requested by or required by any local, state, or federal agency, or law or regulation.
- D. **Corporal Punishment Prohibited.** Corporal punishment of program participants is prohibited.
- E. **Program Participants' Personal Information and Confidentiality.** Sponsor shall protect and maintain all program participants' personal and confidential information obtained under this agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the sponsor to employ reasonable security measures, which include restricting access to the personal and confidential information to persons and organizations that need the information to perform essential duties under this Agreement. The compromise of personal or confidential information must be reported to the program participant (or guardian thereof if a minor) within one (1) business day of discovery. Sponsor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.
- F. **Publishing and Distribution of Photographs and Video.** Any photographs or videos of program participants may only be published, distributed, or otherwise made available to the public if the program participants therein, have given written consent. For minors, only his or her legal guardian may give such consent.

- G. **Smoking, Drugs and Alcohol Prohibited in Presence of Youth.** Smoking, (including the use of e-cigarettes), consumption of alcohol or other drugs by sponsor, sponsor employees, volunteers, contractors and subcontractors in the presence of youth is prohibited.
- H. **Notifications.** Sponsor must immediately notify RCO if any of the following occurs in connection with the services provided under the terms of this Agreement:
- 1) Death of sponsor employee, volunteer, or program participant.
 - 2) Critical injury to a program participant.
- I. **Safety Plan.** Sponsor shall have and follow a safety plan during the period performance of this agreement.
- J. **Mandated Reporter Training.** Sponsor shall ensure that sponsor, sponsor's employees and volunteers, and contractors and subcontractors who are legally required to report child abuse or neglect (RCW 26.44.030), read and/or view the materials in DSHS's Mandated Reporter Toolkit prior to having access to children. After reading and reviewing the materials, all persons shall sign and date a statement acknowledging his or her duty to report child maltreatment and affirming that he or she understands when and how to report suspected child abuse or neglect. The sponsor shall retain the signed statement in each individual's personnel file. The Contractor shall either obtain a copy of the Mandated Reporter Toolkit from DSHS, or access the Mandated Reporter Toolkit online at the following address: <http://www.dshs.wa.gov/ca/safety/abuseReport.asp?2>
- K. **Transportation of Children.** The sponsor shall only provide transportation that is safe, reliable, and in conformance with local, state, and federal laws. Specifically, and in addition:
- 1) Drivers shall be age 21 or older, have a current valid driver's license for the classification of motor vehicle operated, have proof of liability insurance, and successfully pass a background check.
 - 2) Drivers shall at all times comply with the child passenger restraint requirements of RCW 46.61.687 when transporting children or providing transportation to children served under this Agreement. Current child passenger restraint requirements may be accessed at <http://www.800buckleup.org/>.
 - 3) Motor vehicle is maintained in safe operating condition.
 - 4) Number of passengers does not exceed the seating capacity of the motor vehicle.
 - 5) Motor vehicle is equipped with the required safety devices and seat belts, which shall be used as required by law.
- L. The sponsor shall ensure that no transportation of program participants occurs unless an auto insurance policy that covers the transportation of them is in effect.
- M. **Investigations of Sponsor or Related Personnel.** RCO reserves the right in its sole discretion, without prior notice to sponsor, to suspend or terminate this agreement if the sponsor, or any partner, officer or director of the sponsor, volunteer, or a contractor or subcontractor is investigated by DSHS or any local, county, state or federal agency and that investigation identifies a matter or condition that, if ultimately established, would potentially:
- 1) Result in a conviction for violating a local, state or federal law, or
 - 2) In the sole judgment of RCO, adversely affect the delivery of services under this agreement or compromise the health, safety, or welfare of program participants.
- N. **Compliance Sponsor's Sole Responsibility.** It is sponsor's sole responsibility to ensure that the above requirements A-K are fully complied with. The RCO does not assume any responsibility to ensure or review such compliance.

RECORDS

- A. **Maintenance.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six 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 six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. **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.

- C. **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. **Savings.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, RCO may terminate the Agreement under the Non Availability of Funds clause in the TERMINATION Section.
- C. **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.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:
- 1) All approved or required activities outlined in the Agreement are done;
 - 2) A final project report is submitted to and accepted by RCO;
 - 3) Any other required documents and media are complete and submitted to RCO;
 - 4) A final reimbursement request is submitted to RCO;
 - 5) The completed project has been accepted by RCO;
 - 6) Final amendments have been processed;

7) Fiscal transactions are complete.

E. **Sources of Eligible Match.** Applicant resources used to match grant funds must be eligible in the grant program.

ADVANCE PAYMENTS

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

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Overpayment Payments.** 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 that payment becomes due and owing.

COVENANT AGAINST CONTINGENT FEES

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

INCOME (AND FEES) AND USE OF INCOME

Any fees charged must be consistent with the value of any service(s) furnished, value of any opportunities furnished; and prevailing range of similar programs by similar providers.

RIGHTS IN DATA

Copyright in all material created by sponsor and paid for under the terms of this agreement shall be the property of the State of Washington. Both the State of Washington and sponsor may use these materials, and permit others to use them, for any purpose consistent with their respective missions. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Sponsor hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant), a perpetual, unrestricted, royalty free, non-exclusive license to the State of Washington to use any such materials.

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. **Direct Buy Purchases (RCW 39.26.125).** Sponsor is not required to have a competitive process for procurement of goods and services if the item or service purchased is \$10,000 or less (not including tax). Sponsor may also directly buy an item of service from up to \$13,000 (not including tax) if the supplier is a microbusiness, minibusiness, or small business as defined in RCW 39.26.010.
- C. **Discrimination.** Sponsor purchases must comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

TREATMENT OF EQUIPMENT AND ASSETS

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

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

RIGHT OF INSPECTION

The sponsor shall provide the RCO, or any of its staff, officers, or delegates access to its facility and its programs, at all reasonable times, in order to monitor and evaluate performance and compliance under this Agreement.

ACKNOWLEDGMENT AND SIGNS

The sponsor shall include language that acknowledges the funding contribution of the OSPI Outdoor Learning Grant program in its publications and marketing materials and portals. This acknowledgement shall be accompanied by the OSPI and RCO logos.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

Long-Term Obligations. Sponsor shall comply with the terms of this Agreement.

PROGRAMS OPEN TO THE PUBLIC

All potential program participants must have an equal opportunity to participate in opportunities and programs provided under the terms of this Agreement. If membership is required to participate in a program or opportunity, membership must be open to the general public.

FINAL REPORT

Sponsor shall provide to the Recreation and Conservation Office a final report on the program's accomplishment within 30 days of receiving its final reimbursement payment. The report shall be in the format prescribed 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 law (constitution, statute);
- F. Washington Administrative Code;
- G. Applicable RCO manuals;
- H. RCO policies.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate by 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 relies on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement and /or enforcement of long-term obligations. 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 of Remedies of the RCO.**

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
 - 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
- D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.
- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

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 decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

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

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

ATTORNEYS' FEES

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

GOVERNING LAW/VENUE

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

SEVERABILITY

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

**WASHINGTON STATE CONSERVATION COMMISSION
GRANTS PROGRAM
BI 21-23 AUTHORIZED SIGNATURES FORM**

This form needs to be updated when there is a change in supervisors or staff authorized to sign the documents below and send a copy to the Conservation Commission. Keep the original in the district files.

Instructions: Vouchers, Contracts, Amendments, Cost Share Application/Agreements and Partial Payment Request forms signed by unauthorized persons will be returned and voucher payments may be delayed.

Date: October 25, 2022
To: Conservation Commission
From: Thurston Conservation District
Subject: Authorized District Representatives

Only the Chair and Vice Chair are authorized to sign the Master Contract and SCC Contracts.

Name, Position:	Signature:
<u>TJ Johnson, Board Chair</u>	_____
<u>Helen Wheatley, Board Vice-Chair</u>	_____

The following Board Members are authorized by the Board of Supervisors to sign district manager's timesheet and travel vouchers.

<u>TCD Board Supervisor, Elizabeth DeWreede</u>	_____
<u>TCD Board Supervisor, Doug Rushton</u>	_____
<u>TCD Board Auditor, David Iyall</u>	_____
<u>TCD Board Vice Chair, Helen Wheatley</u>	_____
<u>TCD Board Chair, TJ Johnson</u>	_____

The following persons are authorized by the Board of Supervisors to sign or submit online forms for travel vouchers, addendums, invoice vouchers, grant documents, timesheets and grant closeout forms. (*The representatives must be bonded by the District*).

Name, Position:	Signature:
<u>TCD Board Supervisor, Elizabeth DeWreede</u>	_____
<u>TCD Board Supervisor, Doug Rushton</u>	_____
<u>TCD Board Auditor, David Iyall</u>	_____
<u>Executive Director, Sarah Moorehead</u>	_____
<u>Conservation Manager, Karin Strelhoff</u>	_____
<u>Finance & Admin Manager, Susan Shelton</u>	_____

The following persons are authorized by the Board of Supervisors to sign Cost Share Application/Agreement and/or submit online Partial Payment Request forms to certify application approval, project implementation checked, and project completion.

Name, Position:	Signature:
<u>TCD Board Supervisor, Elizabeth DeWreede</u>	_____
<u>TCD Board Supervisor, Doug Rushton</u>	_____
<u>TCD Board Auditor, David Iyall</u>	_____
<u>Executive Director, Sarah Moorehead</u>	_____
<u>Conservation Manager, Karin Strelhoff</u>	_____
<u>Finance & Admin Manager, Susan Shelton</u>	_____

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Signature:

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The following persons are authorized by the Board of Supervisors to sign or submit online forms for travel vouchers, addendums, invoice vouchers, grant documents, timesheets and grant closeout forms. *(The representatives must be bonded by the District).*

Name, Position:

Signature:

South Sound Green Manager, Stephanie Bishop

The following persons are authorized by the Board of Supervisors to sign Cost Share Application/Agreement and/or submit online Partial Payment Request forms to certify application approval, project implementation checked, and project completion.

Name, Position:

Signature:

South Sound Green Manager, Stephanie Bishop

Item

4

MEMO

To: TCD Board of Supervisors

From: Nora Carman-White, Communications & Education Manager

Date: 10/11/2022

Subject: Public Comment Regarding Airport



TCD Staff have received, or been Cc'd on, a number of public comments regarding the building of an international airport in Thurston County. Please find those comments compiled below:

- 1) David L. Workman
Davidlworkman@comcast.net
360-701-3759

I am writing to ask the district to oppose the construction of a major passenger and cargo airport in eastern Thurston County. This project would destroy an irreplaceable, life-sustaining network of communities and neighborhoods, farms, lakes, streams, wetlands, and wildlife habitats. These habitats are so important to the environmental quality of South Puget Sound and its natural and human ecosystem that many of the Thurston County homeowners in the target area are required to protect the shorelines and wetlands-associated soils of their properties from disturbance. As you know, Thurston landowners and neighborhood associations and municipalities rely on finite groundwater resources for their water. It's hard to imagine that this fragile balance of water availability and water use would be unharmed by the massive amounts of water required to service a major airport and its operations and thousands upon thousands of travelers. And there will be massive disruption of local travel on our roadways, to and from work and school and vital community services. Please join in fighting this damaging proposal. Very sincerely, David L. Workman

- 2) Thane Bryenton
Evergreen Valley Lavender Farm
Olympia WA 98513
helloevlf@gmail.com

Dear all,

As you can see, many of us in the affected area oppose, even the thought of, a commercial airport. The price of uprooting people and farms from the affected area is beyond inconceivable. So many of us can't even add to our property due to restrictions regarding Pocket Gophers. How is it that YOU can disregard such conditions without a mitigation plan???

Additionally, our Lavender Farm is on the Thurston County Bountiful Byway. It's a 60 mile Agritourism route where MANY venues in the affected area exist. As a former committee member for the Byway, we have spent, and continue to spend, countless hours raising

awareness to draw more revenue to Thurston County. Your plan will completely obliterate those effects and create a negative impact on the county. Not to mention reduced property values and a lower quality of life for the surrounding communities.

I will share this letter on our Facebook page, in hopes that our 5,000 fans will also express their opposition to such a ridiculous plan.

Build the damn thing on the other side of the Cascades and build a high speed rail system. That's much more progressive.

Thane Bryenton
Evergreen Valley Lavender Farm
Olympia WA 98513

PS - Dear BCC recipients, please forward your concerns to CACC@wsdot.wa.gov

- 3) Gabby Graham
gabygraham@comcast.net
360 970 8380

Greetings to all!

My name is Gaby Graham and I live in East Olympia. I'm not sure what I expect to accomplish with this email, but if it's only letting you know and spreading info, then I'm ok with that. The state legislature formed a committee (the Commercial Aviation Coordinating Commission CACC@wsdot.wa.gov) to look at new sites for a SeaTac sized airport (3100 acres, 2 runways, one of which is 11,000). It will be a commercial airport, receiving cargo and passenger flights. Our area in East Olympia is under consideration for this location and the committee likes our location very much. They give their recommendation to the state legislature on Oct 17th, and the legislature votes on it June of next year. Here is their site selection matrix.

<https://wsdot.wa.gov/sites/default/files/2022-09/WASP-Screening-Process-Method-Results-30AUG22-FINAL.pdf>

I included a picture of the proposed location. I am sorry if it is so fuzzy and I hope that you can enlarge it, but as you can see, this location is in an extremely delicate ecological area.

The suggested airport site encompasses 79 acres managed by the Capitol Land Trust as important habitats: The Spurgeon Valley Preserve, the Shermer-Deschutes Preserve and the Bentley Conservation Easement.

It is directly adjacent to the Center for Natural Lands Management's Tenalquot Prairie Preserve (which is not even open to the public, it is so vulnerable and is owned by the CNLM) and JBLM's Weir Prairie Research Natural Area, both habitats for multiple conservation targets including the federally threatened Mazama pocket gopher, golden paintbrush, Oregon vesper sparrow, the western bluebird and the Taylor's checkerspot butterfly.

The area is also home to many wetlands, streams and rivers. The northern part of the location overlaps with the McAllister Springs Geological Sensitive Area, whose well fields supply drinking water to Olympia and the Nisqually reservation. The majority of the proposed airport site lies on lands that are considered Category 1 – extreme aquifer sensitivity, providing very rapid recharge with little protection from the groundwater pollutants that would be generated by a major airport. Also, how would these aquifers recharge if the entire area is paved over? A very small but important stream, Spurgeon Creek, branches off from the Deschutes, meanders around the area, feeds into Sunwood Lakes and then ultimately feeds in to Lake St. Claire, which is right next to McAllister Springs. The area is also bordered by the Deschutes and Nisqually Rivers. Offut Lake is on the border of the circle and Tempo Lake is in the circle. They both are attached to the Deschutes.

There will be constant noise and pollution from airplanes taking off 24/7. UW just did a recent study that showed that air particulates from planes fall over a large area (they were found within a 16-20 mile range around SeaTac. That area stretches from Yelm to Black Lake) and they are also so small that they are readily inhaled into the lungs and readily absorbed into the bloodstream. I can't imagine what will have to all the waterways.

If the air pollution isn't bad enough, the constant construction for 10-20+ years will ruin the ecosystem. All of the roads surrounding the area would need to be widened to create easier access to I-5. Everything your groups have worked to build would be irrevocably damaged. Also, large scale airports like the one proposed are never surrounded by greenery. The area around the airport would be overtaken by airport adjacent businesses and more construction would follow.

Myself and some other community members are banding together to try to get the word out to the people as a lot don't know about this. Actually, most people in the county don't know about this. Like I said, I don't know what this email will accomplish, but if you are opposed to this, it could accomplish a lot. If you are interested in voicing your opposition, you can contact the CACC CACC@wsdot.wa.gov (before the 17th of Oct) and tell them you're opposed. You can also voice your opposition to the local govt (county and port commissioners, especially the port commissioners, city council members) and the legislature representatives. I'm not sure what other groups or individuals that you have access too, but I truly believe that if we all work together, we can stop this.

You have done so much for conservation. You also do so much outreach within our community. I know that there are more fragile local ecosystems in the area that will be affected. Please take this information to your followers, your volunteers, your donors, your board of directors, whomever and spread the word. Have them contact the above people and voice their concerns and opposition.

Thanks for your time and attention
Please feel free to contact me

Gaby Graham

Item

5

NACD and WACD Update
for the Thurston Conservation District
October 25, 2022 Board Work Session and Meeting

NACD

REGISTRATION FOR NACD'S 2023 ANNUAL MEETING IS NOW OPEN!

Registration for The National Association of Conservation Districts (NACD) Annual Meeting is [now open](#)! The 2023 Annual Meeting is in New Orleans February 11-15 at the New Orleans Marriot. Early bird registration is through December 23, 2022.

NACD Offering First-Timers Scholarships

NACD is offering first-timers (supervisors only – sorry staff) complimentary registration and a ticket to the Banquet. One person per state - email NACD board member [Doug Rushton](#) who will coordinate with WACD executive director.

New NACD Pacific Region Representative

Caleb Griffin will start October 18 as the NACD Pacific Region representative. After that date, *he can be reached at* caleb-griffin@nacdnet.org.

October 6, 2022 NACD Board Meeting

- **Policy Review Update** - clarifying/simplifying process to make the policies more user-friendly and relevant and not being statements of viewpoints. Final adoption by the 2023 annual meeting.
- **By-Laws update** - The Resource Policy Groups (RPGs) will likely become simply subcommittees and it is likely non-board members will then be able to be on sub-committees.
- **Climate Smart Commodities Grants** - USDA will present 70 awards for up to \$2.8 billion. NACD funding ceiling is up to \$90 million. Negotiations are scheduled with USDA for October 20, 2022, so NACD will have a better idea on components and process after that date.

WACD

Annual Meeting - in Wenatchee and via Zoom November 28-30th. Sessions dedicated to: New supervisors (and free registration); DEI; 2023 Legislative Session; A CD poster session; celebration for WACD's 80th anniversary.

2023 Legislative Session.

- Hoping to take advantage of the new interest in riparian habitat to turn the one-time funding into more in the 23-25 Biennium. WACD will help scheduling legislative appointments, let them know by December 15th.
- Expect district elections to again be a topic.

General Operations

- **Two officer positions** open for nomination and election this year: WACD President and WACD Vice President.
- **Investment policy** work group recommended up to 2% a year of the fund on services and programs for conservation districts. The Board of Directors adopted this approach in June.
- WACD [Plant Materials Center](#) had record-breaking sales in 2021 and 2022. It looks like sales for 2023 production are on track to meet or exceed previous records.
- [WACD award nominations](#) are open until Oct 28th.
- **WACD Bylaws** - Two potential changes: Columbia Basin CD name change and district manager-executive director being able to be an area director.

Information current as of October 13, 2022 and provided by WACD National Director [Doug Rushton](#).

L:\Thurston CD\2022\Board Mtgs-Work Sessions\10-25-2022 TCD Work Session & Board Meeting\10-25-22 NACD WACD Update for TCD Board Meeting Rushton 10-13-22.docx

Item

6



Thurston Conservation District Board of Supervisors

Work Session Topic List & Board Meeting Agenda

November 15, 2022, 5:00 pm -7:15 pm

Zoom Meeting Link:

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

Passcode: 2918

Meeting ID: 916 5857 7844

Call in: 1-253-215-8782

Work Session Topic List

5:00 pm – 6:00 pm

1. Topic List Review, *All*
2. Staff Presentation:
3. Minutes Review & Revision, *All*
 - a. October 25, 2022, Board Work Session & Meeting Minutes
4. Conservation and Education Center Development, *All*
5. 2023 Budget Development, *All*
6. WACD Resolutions, *All*
7. Potential Legislation, *All*
8. Covid-19 Health Update, *Sarah Moorehead (Executive Director)*
9. Important Updates & Announcements
 - a. Board of Supervisors, *All*
 - b. Executive Director, *Sarah Moorehead (Executive Director)*

Board Meeting

6:30 pm – 7:15 pm

- | | |
|---|----------------------|
| 1. Welcome, Introductions, Audio Recording Announcement | 6:30 PM
5 minutes |
| 2. Agenda Review | 6:35 PM
5 minutes |
| 3. Consent Agenda – <i>Action Item</i> | 6:40 PM |
| A. October 25, 2022, Board Work Session & Meeting Minutes | 5 minutes |
| B. November 2022 Financial Report | |
| C. 2023 Election Resolution | |
| 4. Public Comment | 6:45 PM |

*Three minutes per person

10 minutes

5. Partner Reports (*if present*)

6:55 PM

- A. Natural Resources Conservation Service (NRCS), *Rebecca Anderson-Blanca*
- B. Washington State Department of Ecology, *Alena Reynolds*
- C. Washington State Conservation Commission (WSCC), *Jean Fike*
- D. Washington Association of Conservation Districts (WACD), *Doug Rushton*
- E. National Association of Conservation Districts (NACD), *Doug Rushton*

15 minutes

6. Governance, All

7:10 PM

- A. December 20, 2022, Work Session Topic List & Meeting Agenda Development

5 minutes

Adjourn

7:15 PM

Informational Only Items:

- I. Executive Director's Report*

Important Dates

November 2022

WACD Annual Meeting (Wenatchee) and Virtual (Zoom)

November 28-30

December 2022

Board Work Session & Meeting 5:00 -7:30 pm Virtual (Zoom)

December 20

February 2023

NACE Annual Meeting (New Orleans)

February 11-15

Item

7

MEMO

To: TCD Board of Supervisors

From: Susan Shelton, TCD Election Supervisor

Date: October 25, 2022

Subject: 2023 Elections



In this packet, I've included 1) a proposed 2023 Elections Resolution and 2) a proposed 2023 Election Timeline based on that resolution. I want to highlight a few things in particular:

- 1) We propose March 14th as the 2023 election date:
 - This date gives us plenty of time to organize the election and is close to the election date we've used for the past few years - offering consistency to voters.
 - Unlike previous years March 14th falls on the 2nd, rather than the 3rd, Tuesday of the month.
 - March 2023 will be WA State's first *Conservation Month*. To celebrate Conservation Month, the Washington State Conservation Commission (WSCC) plans a big media blitz, including radio and television promotion, beginning in January 2023. To coincide with Conservation Month, WSCC recommends that conservation districts hold their elections in March.
- 2) For the draft resolution, I have highlighted in yellow the specific dates that need to be selected; and I've highlighted in green the mechanisms for conducting the election that need to be selected. I have highlighted in blue the decision to appoint me as the Election Supervisor. I have based the information included and the format of the resolution on the WSCC's example elections resolution.
- 3) As with the past few years, we propose a mail-in-only election. This method is the way that the majority of voters have voted in the past, ensures the safety of poll workers and voters, and increases access for disenfranchised voters who may find access to a poll-site difficult. As in 2022, an in-person voting option will be made accessible during the last week of the voting period.
- 4) We will shortly reach out to the Thurston County Auditor's office to request their support, including polling officer ballot security training, signature verification, and access to poll books. We will let you know what we hear from them ASAP.
- 5) We are required to have at least 2 polling officers who cannot be TCD staff, interns, or Board Supervisors. We will hire one temporary part-time polling officer, who will process ballot fulfillment, and volunteers, who will help on Fridays with signature verification and ballot processing. We will advertise the position through the Auditor's office so their seasonal employees know of the opportunity. We will keep you posted about our search for polling officers.
- 6) Staff proposes that I (Susan Shelton) serve as the Election Supervisor for the 2023 Election. I was trained by Nora during the 2022 election. Over the past few years, Nora has developed an

extremely efficient and auditable election process. I plan to use the schedule, document templates, and processes that Nora has already developed. Nora and the outreach team will continue to support the election process by creating outreach materials and distributing them for candidate recruitment, polling officer recruitment, and voter education.

7) I'd like to remind you about some of the WACs that govern elections:

- We are not required to advertise an 'intent to adopt' notice for the election resolution.
- Candidates do not need a nominating petition to have their name printed on the ballot, but they must file paperwork with TCD by the chosen deadline.
- If the incumbent is the only candidate who files paperwork the CD must still hold an election.
- Write-in candidates who receive the majority of votes may serve as supervisors if they file candidate paperwork with the election supervisor within 28 days after the election and are found to be eligible to serve.



Thurston Conservation District RESOLUTION

Resolution #2022-04
Subject: 2023 District Election

A RESOLUTION OF THE THURSTON CONSERVATION DISTRICT, ESTABLISHING THE 2023 ELECTION DATE, TIME, LOCATION, AND METHOD

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

WHEREAS, the District is governed by a five-member board, as set out in Chapter 89.08 RCW and Section 135-110 WAC,

It is RESOLVED that a mail-in election for an open position on the District Board of Supervisors will be held on Tuesday, March 14th, 2023.

The election position whose term is expiring in May 2023 is currently held by David Iyall.

Interested candidates must be registered voters who reside within the boundaries of the District. Candidates may be required to be landowners or operators of a farm, depending on the current composition of the District Board of Supervisors. Candidates may file their candidacy paperwork beginning November 16th, 2022 at 10:00 am. The deadline for candidates to file their required information is January 23rd, 2022 at 4:30 pm. Interested candidates must file their candidate required information at the following location: 2918 Ferguson St. SW, Suite A, Tumwater, WA 98512 (District offices) or by emailing the Election Supervisor a scanned copy of their candidate paperwork to: sshelton@thurstoncd.com.

Eligible voters are registered voters who reside within the boundaries of the District. The first day that voters may request ballots to be mailed to their mailing address for this election is February 6, 2022 and the last day and time is March 7, 2022 at 4:30 pm by contacting Thurston Conservation District at (360) 754-3588 or ballotrequest@thurstoncd.com. Ballot requests can be made in person March 7th through March 14th during TCD workdays from 8:00am to 4:30pm at the Thurston Conservation District Office, 2918 Ferguson St. SW, Suite A, Tumwater, WA 98512. Ballots returned by mail must be postmarked no later than Election Day, March 14th 2022. Ballots returned by other means must be returned no later than 4:30pm on Election Day, March 14th, 2022 to 2918 Ferguson St. SW Suite A, Tumwater, WA 98512.

The election supervisor will be Susan Shelton, Finance and Administration Manager, Thurston Conservation District. Questions or concerns may be sent to sshelton@thurstoncd.com.

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

**ADOPTED AT A REGULAR BOARD MEETING BY THE BOARD OF THE THURSTON
CONSERVATION DISTRICT ON NOVEMBER 15, 2022.**

TJ Johnson, Board Chair

Helen Wheatley, Vice Chair

Betsie DeWreede, Board Member

Doug Rushton, Board Member

David Iyall, Board Member

Attest:

Sarah Moorehead, Executive Director

Proposed 2023 Election Timeline

<i>Date/People</i>	Election Supervisor	Board of Supervisors	Polling Officers	Candidates	Public
15-Nov-2022 Board Meeting*		Pass the elections resolution			
16-Nov-22 & 22-Nov-22	Post notice of adopted resolution in newspaper				
16-Nov-22 thru 20-Jan-23	Advertise candidate filing information			File candidate paperwork with ES	
16-Nov-22 thru 27-Jan-23	Recruit Polling Officers		Submit employment applications		
24-Jan-23	Verify candidate eligibility and submit candidate information to WSCC via EF1				
24-Jan-23	Get ballots and ballot materials printed				
3-Feb-23	Polling Officer training		Polling Officer training		
06-Feb-23 thru 13-Mar-23	Advertise election and ballot requesting procedures				
06-Feb-23 thru 07-Mar-23			Fullfill Ballot requests by mail		Request ballots by phone and email and vote by mail or drop off in ballot box
07-Mar-23 thru 10-Mar-23 & 13-Mar-23 thru 14-Mar-23			Fullfill in person ballot requests and accept in person ballot drop offs		Request ballots in person and vote by mail or drop off in ballot box
14-Mar-22	Election Day - all ballots must be returned/post-marked	Election Day - all ballots must be returned/post-marked	Election Day - all ballots must be returned/post-marked	Election Day - all ballots must be returned/post-marked	Election Day - all ballots must be returned/post-marked
14-Mar-23 thru 27-Mar-23			Tabulate ballots at posted times		
No later than 28-Mar-2022	Submit final paperwork to WSCC via EF2				

**November 15, 2022 is a preferred date for passing the Resolution. To meet minimum advertising and notice deadlines it must be passed by January 28, 2023 but a secondary recommended date would be December 20, 2023 or sooner. A later passing date will result in a condensed timeline of advertising and ballot requesting.*

Executive Director's Report

Sarah Moorehead – Executive Director

October 25, 2022

Priority Initiative Updates

1st Annual TCD Harvest Festival

TCD's first-ever Harvest Festival was a huge hit with our community! The location lent itself well to attracting guests from both urban and rural areas. Many community members and partners offered thanks and positive remarks about the event and are looking forward to future festivals.



This successful event garnered 585 attendees, and as an inaugural event gave TCD staff a good understanding of spatial, resource, and budget needs for future large-scale community events. (TCD's Native Plant Festival attracts around 1,000 community members.)



TCD Staff wants to thank our Board Members for their time volunteering at this event, and for being a guiding vision that inspires many of the programs, services, and community engagement activities we offer, without you it would not have been possible.



Orca Recovery Day Success!

On October 15th, over 75 volunteers, partners, and staff celebrated the recovery efforts of the Southern Resident Orca by getting their hand's dirty planting native plants, removing invasive ivy, and learning about marine habitat restoration at Squaxin Park. The group planted 150 native plants and removed several dump trucks full of ivy from the shoreline, allowing native habitat to thrive. Tara Galuska, the Recreation and Conservation Office Orca Recovery Coordinator, spoke about the connection of the volunteer efforts to the recovery of Orcas and the importance of improving the habitat along our shorelines.



You can learn more from Tara about our local Southern Resident orca pods, why they are endangered, and why it's important that we protect them in this month's episode of Conservation Starters: <https://www.conservationstarters.com/>

2023 Native Plant Festival – Preorders open now!



Native Plant Sale pre-orders open now through January 2023. Place your native plant pre-orders here: <https://store.thurstoncd.com/products/>

Stay up to date with festival details and learn about what plants are right for your site here: <https://store.thurstoncd.com/>

District Operations

September 27, 2022 Board Meeting Action Items

- No Action Items to report on.

Executive Director Evaluation Timeline

The Executive Director Evaluation Timeline is detailed in TCD Resolution #2020-03. A summary is provided below:

November

- TCD Board will review the evaluation process.
- Executive Director will submit a list of partners to the Board to obtain feedback on the Executive Director's performance.

December

- Executive Director will submit a written self-evaluation to the Board two weeks prior to the December Board meeting. *(Due: December 6th, 2022)*
- Board Chair or designee will collect feedback from TCD Staff and partners via web form.
- TCD Board and Executive Director will meet to discuss self-evaluation, goals for the coming year, and board performance feedback.
- In executive session, TCD Board will discuss the Executive Director's performance and review self-evaluation and staff/partner feedback, then develop a performance evaluation.

January

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

2023 Election

WSCC adopted 'Conservation Month' at their September Commission Meeting to focus CD elections during the month of March. WSCC will sponsor statewide media to raise awareness of CD elections during this time. This timing is in line with many of TCD's recent election dates, and the date that TCD staff propose for the 2023 election.

As TCD grows in both size and sophistication, staff continue to define areas of responsibility and expertise. Supervising TCD elections is one of the most important administrative tasks that require sufficient capacity as participation in our election increases. I am recommending that Susan Shelton be the official 2023 TCD Election Supervisor to oversee the election process and temporary election staff and volunteers that conduct our annual election. This will allow Nora White, TCD's Communication and Education Manager, to focus on external communications and public information sharing, along with other high-priority activities such as supporting legislative engagement and our Native Plant Festival.

2023 Budget Development Timeline

As presented at the August 2022 Board Meeting, TCD staff are underway closing out the 3rd quarter of 2022 and refining the draft 2023 TCD Budget for presentation to and discussion by the Board at the November Work Session.

A reminder of our budget development timeline through the end of the year:

November

A draft is presented at the November Board Work Session for review, discussion, and revision by the TCD Board.

December

A final draft is presented at the December Board Work Session for final review, discussion, and final revision. The final 2023 TCD Budget is approved at the December Board Meeting.

January Winter Gathering

TCD Staff has shifted away from trying to add a holiday gathering to an already packed season for us all, and instead have moved towards the celebration of the new year. Stay tuned for an opportunity to gather together and share good food, great stories, and excellent company to celebrate another great year of accomplishments at TCD!

Monthly Staff Reports

Reminder – Monthly staff reports can be viewed electronically! The link to view monthly staff reports can be found on your Board Portal.