

TCD Board of Supervisors
Monthly Meeting & Work Session Agenda
August 20, 2018 (2:00pm)
Work Session begins at 1:00pm
2918 Ferguson St SW, Suite A, Tumwater, WA 98512, 360.754.3588



| No. | Item | Time Allotted | Tab # | Plan |
|---|---|---------------|-------|---------|
| Work Session: 1:00pm – 2:00pm | | | | |
| 1. | Review August 20th Board Meeting Materials, All | 60 minutes | | |
| Work Session Time Allotment: 60 minutes (1 hr) | | | | |
| Monthly Meeting: 2:00pm – 7:00pm | | | | |
| 1. | Welcome, Introductions, Audio Recording Announcement and Pledge of Allegiance | 5 minutes | | |
| 2. | Public Comment | 20 minutes | | |
| 3. | Agenda Review A. Establish next meeting date | 3 minutes | | |
| 4. | Legal Services, All - Action items A. Review and select interview questions for attorney candidates B. Review and select proposals for legal services and interview attorneys C. Contract development | 60 minutes | 1 | |
| 5. | Review of TCD Governance Action Plan, All | 5 minutes | 2 | |
| 6. | HR Discussion, All | 30 minutes | 3 | |
| 7. | TCD Resolution #2018-04 to WSCC to Repeal WAC 135.110.20 | | | |
| 7. | Board Officer Elections, All | 5 minutes | | |
| 8. | Partner Reports: A. NRCS, Jeff Swotek B. WSCC, Alison Halpern C. WACD/NACD, Doug Rushton D. Supervisor Reports E. Weekly Staff Updates | 15 minutes | 4 | |
| 9. | Mid-Year Budget Revision - UPDATED, All A. TCD Election Expense Authorization | 40 minutes | 5 | A/S: 90 |
| 10. | Financial Report, Sarah Moorehead A. Monthly Financial Report B. July Check Register - Action Item C. DOH Grant - Action Item D. New Signature Card for Bank | 35 minutes | 6 | A/S: 90 |
| 11. | Washington Service Corps Contract, All - Action Item | 5 minutes | 7 | A/S: 90 |

| | | | |
|---|------------|----|-------------|
| 12. CREP Plan, All - Action Item | | | |
| 13. Board Meeting Minutes Review, All - Action Item (Information only: June 26th, 2018 action items report) A. Discussion on Audio Recording as Official Meeting Record B. June 26, 2018 Regular Board Meeting & Work Session minutes C. July 24, 2018 Special Meeting minutes | 20 minutes | 8 | GAP: 8 |
| 14. Voluntary Stewardship Program, Sarah Moorehead A. Discussion with Washington Farm Bureau B. VSP Technical Support MOU Addendum | 30 minutes | 9 | A/S: 83, 86 |
| 15. WRIA 13 Lead Entity Contract (RCO), All - Action Item | 5 minutes | 10 | A/S: 4,5,7 |
| 16. WSFE Negotiations Letter, All - Action Item | 10 minutes | 11 | |
| 17. Review of Policies & Procedures, All A. Review of Policy 1.3 Delegation of Authority - Action Item | 5 minutes | | GAP: 3B,C |
| 18. Adjourn, All | | | |
| 19. Interim Executive Director Report (Informational Only) | | 12 | |

Meeting Time Allotment: 293 minutes (4.88 hrs)

Total Time Allotment: 353 minutes (5.88 hrs)

Key: GAP (Governance Action Plan), A/S (Annual & Strategic Plans)

Tab 1



Questions for TCD Attorney Candidates

- 1) How long have you been practicing law?
- 2) What experience do you have to represent TCD?
- 3) What is your experience with Boards and nonprofits?
- 4) Please describe your experience serving as counsel for any organizations with a Board of Directors and a CEO (or Director or Manager).
- 5) Describe how you communicate with a Board and a CEO, both in public in a meeting, and between meetings when the Board members and CEO are in separate locations.
- 6) How would you resolve a situation where you are getting conflicting direction from different Board members?
- 7) What do you think are the District's top priority issues that a legal counsel should address?
- 8) Do you have any experience with Conservation Easements, and have you ever set one up?
- 9) What are the protocols for communication between the Board and its Legal Counsel? (re: OPMA)
- 10) What makes your firm the best to satisfy the requirements of the position?
- 11) Describe your experiences, both positive and negative, in representing a small local government entity?
- 12) Describe your reputation in the legal and government communities?
- 13) Do you have any particular axe to grind in applying for this position?



THURSTON CONSERVATION DISTRICT

REQUEST FOR PROPOSALS

LEGAL SERVICES – GENERAL & EMPLOYMENT LAW

Thurston Conservation District **Board of Supervisors (BoS)** is accepting proposals from qualified professional law firms or individuals to provide General and Employment Related Legal Services on a contractual basis upon selection on or around August 01, 2018, then as needed.

Proposals may be mailed, e-mailed or hand-delivered to:

Eric Johnson, Chair, Board of Supervisors
ericjohnsontcd@gmail.com or Sarah Moorehead, Acting Executive Director
Attention: Legal Services Proposal
Thurston Conservation District
2918 Ferguson St. SW, Ste. A
Tumwater, WA 98512

Alternatively, proposals may be e-mailed as an attachment, with the e-mail subject “Legal Services Proposal” to Eric Johnson, Chair, Board of Supervisors, ericjohnsontcd@gmail.com or smoorehead@thurstoncd.com. E-mail attachments should be in Word or PDF format. Consideration will only be given to proposals received either in person, through standard mail or electronically by July 27, 2018.

The **BoS** reserves the right to reject any and all proposals, to request additional information concerning any proposal, to accept or negotiate modifications to any proposal, to interview any proposer, and to waive any irregularities in any proposal following the proposal submission deadline date, in order to serve the best interests of the **BoS**.

All inquiries about this Request for Proposal and current legal services received by the **BoS**, should be directed by e-mail to Eric Johnson, Chair, Board of Supervisors, ericjohnsontcd@gmail.com or to Sarah Moorehead, Acting Executive Director, at smoorehead@thurstoncd.com.

I. INTRODUCTION

Thurston Conservation District (**TCD**) **Board of Supervisors (BoS)** invites interested individual attorneys and law firms to submit written proposals to provide general legal services beginning upon selection.

The **BoS** is seeking general and employment related legal services, anticipated to be approximately 10 hours per month through December 31, 2018 (then on an as needed basis), which would include advising the TCD **BoS** on matters specifically before the **BoS** that arise during conduct of regular **TCD** business. It is expected that this individual or firm will attend **BoS Board meetings**, work sessions, regular, and special meetings as needed and indicated by the **BoS**.

This individual or firm would be responsible for or assist with preparation and review of all **TCD** Policies, Procedures, Resolutions, contracts and other legally-related documents; legal opinions and memorandums; purchasing of real property or development rights; employment matters; public disclosure laws; Union Contracts, and certain other limited legal services as designated by the **BoS**.

All proposals shall be considered valid for a period of ninety (90) days from the proposal closing date and shall contain a statement to that effect. Accepted proposals shall be subject to applicable laws and regulations governing public disclosure. Any information received within the proposal will be considered part of the public record of this procurement.

The individual or firm selected to provide general legal services will serve at the pleasure of the **BoS**, **reporting directly to the BoS** and may be removed per terms of an approved contract.

The **BoS** is prepared to review proposals from individuals or firms to serve as an independent contractor. The **BoS** is requesting that proposals include fees calculated on an hourly basis, or a monthly retainer based on 10 hours per month (followed by an hourly basis for as needed consultation.)

II. ORGANIZATIONAL BACKGROUND

Washington conservation districts help people take care of most everything they can see outside their windows – from farms, to forests, to urban yards, to rivers, lakes, and coastline. For more than 75 years, they have served as trusted, non-regulatory local partners helping people care for natural resources.

Conservation districts are locally led. Each district is directed by a **five-member board of supervisors**. Three members are elected locally. The Washington State Conservation Commission appoints the remaining two members. The District has approximately 10 staff.

Chapter 89.08 of the Revised Code of Washington (RCW) is the enabling statute for conservation district work in Washington and was adopted by the legislature in 1939.

The **TCD** is a member of Enduris Washington. Enduris Washington provides General Liability, auto, and other insurance coverage for the **TCD**. The individual or firm selected would work for The Thurston Conservation Districts Board of Supervisors (**BoS**), **on TCD issues or claims against the**

District Board of Supervisors. The Board of Supervisors meets regularly on the last Tuesday of each month at 2:00 P.M. Occasional special meetings may be held, based on need, and at the request of the Board.

III. CONTRACT PERIOD

It is anticipated that the period of contract will be **twelve** months, continuing on an as needed basis thereafter. The **TCD** retains the right to solicit other proposals for legal services at any time after the initial **12** month contract, or if the **TCD** needs for general legal services change substantially.

IV. SCOPE OF SERVICES

1. Description

- a. Act as general legal counsel to the **TCD's** Board of Supervisors. Legal counsel will provide representation, advice, and interpretation of federal and state laws as well as local statutes, ordinances, Union Contracts, as it applies to TCD. (Estimated average of 10 hours per month, or as needed)

2. Typical Duties (not exhaustive)

- a. Provide general legal advice to the BoS regarding all legal matters relating to the performance of their duties.
- b. Attend Board of Supervisors meetings (regular meetings typically the last Tuesday of each month at 2:00pm) and other **TCD** special BoS meetings and work sessions as requested.
- c. Review policy changes and updates to be considered by the Board of Supervisors.
- d. Advise Board of Supervisors on employment related issues.
- e. Prepare and/or review policies, resolutions, contracts and other documents as necessary to represent and protect the TCD **Board of Supervisors interest**.
- f. Represent the TCD **Board of Supervisors** in litigation as requested.
- g. Provide research, recommendation, written legal opinions, preparation and review of issues relating to RCW 89.08, finance, personnel law, private/public partnerships, Union Contracts, and public record requests as requested by the Board of Supervisors.

V. DESIRED QUALIFICATIONS

1. Minimum five (5) years of experience in providing general legal services to Conservation Districts, or like entities, is desirable.
2. Extensive knowledge of federal and state law, case law, regulations and policies relevant to Conservation Districts and of legal procedures.

3. The BoS will give preference to individuals or firms with experience in personnel issues, contract development and interpretation, public records act, open public meetings act, and RCW 89.08.
4. Experience in working with public entities and boards.
5. Member of the Washington State Bar. The selected firm will be required to declare that it will represent the BoS and declare any potential conflicts with the interests of the BoS.
6. Firm preferably to be located within 75 miles of Thurston County for the purpose of timely interactions between BoS and legal counsel.

VI. PROPOSAL REQUIREMENTS

Proposals should include the following information. Proposers may submit additional information as deemed appropriate.

1. Individual or firm name, address, phone, email and fax number.
2. A summary of the individual or firm's qualifications as they relate to the duties and desired qualifications described above, as well as demonstrated knowledge relating to Conservation Districts and RCW 89.08
3. A list of at least three (3) local professional references, addresses, phone numbers, and your relationship with them. Provide the same information on three personal references.
4. A description of how the individual or firm would propose to provide the required legal services to the **Board of Supervisors (BoS)**. This should include an understanding of the TCD's service requirements, the individual or firm's ongoing service commitment, responsiveness, attendance at Board Meetings, and other meetings as necessary, office location, etc. Include information on availability and back-up attorney services, if absent for illness, vacation, trials, etc.
5. Qualifications and experience for each attorney likely to provide legal services, along with detailed resumes. Clearly identify the person who will serve as the primary attorney and differentiate this person from other supporting key personnel and their particular area(s) of expertise. For each attorney, please include the following:
 - a. Law School (including year of graduation), year of admission to Washington State Bar, and years of practice. Must be a member in good standing of the Washington State Bar Association. Provide each attorney's Washington State Bar Admittance Number.
 - b. A description of related experience with public entities of similar size and scope to the District. Including, years of public sector law practice in a law firm or as a sole practitioner.

- c. Particular areas of knowledge and experience in Washington government law, including but not limited to law related to Conservation Districts. Examples of areas may include but are not necessarily limited to law related to:
 - i. RCW 89.08;
 - ii. Personnel matters and Union labor negotiations;
 - iii. Public purchasing and contracting;
 - iv. Open meetings, public records, and public disclosure;
 - v. Government ethics; and
 - vi. District Elections.
- d. Litigation experience, including descriptions of representative cases and outcomes.
- e. Discuss experience in working with public record requests.
- f. Discuss experience in working with Human Resource, Employment law, and employee grievance, Union Contract and Negotiations, as well as employee and supervisor education and training.
- g. Discuss experience in working with Conservation District's, if any, **Board of Supervisors** on reducing liability/exposure to the District **Board of Supervisors**.
- h. Drafting experience, such as drafting of contracts, memorandum, ordinances, and resolutions.
- i. Experience giving oral advice such as during the course of Board of Supervisor meetings and by telephone to District Board of Supervisors.
- j. Other types of clients represented.

Describe any conflicts of interest (real or perceived) that may be incurred with this appointment, and how you propose to address or mitigate them.

- 6. A Statement of Contract Compliance: Upon execution of a Professional Services Agreement the person/firm selected will be required to provide proof of comprehensive insurance, general liability or other financial security in a manner satisfactory to the District and sufficient to provide a minimum of \$1,000,000 per occurrence or claim in liability and lawyers' professional errors and omissions coverage. Thurston Conservation District **Board of Supervisors** must be named as an additional named insured on liability policy(s) and a certificate of insurance provided for lawyers' professional policy(s).

7. Proposed compensation for general legal services should be proposed at a fixed monthly amount based upon 10 hours a month to start and an hourly rate for additional services, as needed. As an independent contractor, this should include any proposal for expense reimbursements beyond payments for time. For a firm's proposal, if the proposed compensation will vary depending on which attorney does work, this should include the proposed method of charging for each attorney who will be performing work. (Final agreement will be negotiated under a professional services agreement.)

VII. PROPOSAL REQUIREMENTS

All proposals will be reviewed and screened based upon the qualifications and requirements outlined in this request by a committee comprised of the [Board of Supervisors](#). Those individual and/or firms deemed most qualified will be screened further by the District Board of Supervisors based upon reference checks. The finalists will be invited for interviews. The approval of a professional services contract will be made by the Thurston Conservation District Board of Supervisors.

BENJAMIN CUSHMAN
3000 Monta Vista St. SE
Olympia, WA 98501
(360) 280-4601
e-mail: bcn@deschuteslawgroup.com

CUSHMAN LAW OFFICES, P. S., Olympia, WA

2003 to July 2017

Managing Partner, Partner

- ◇ Met with clients and recommend course of action
- ◇ Litigation – drafted pleadings, took depositions, prepared motions, attended hearings and trials, managed discovery.
- ◇ Appellate – drafted Appellate Briefs and attended oral argument at Court of Appeals.
- ◇ Transactional – drafted and reviewed construction, employment, and property purchase contracts, and assisted with business formations, mergers, and acquisitions.
- ◇ Managed business finances, operations, and staff.

CUSHMAN LAW OFFICES, P.S., Olympia, WA

1999 to 2003

Partner

- ◇ Met with clients and recommended course of action
- ◇ Litigation – drafted pleadings, took depositions, prepared motions, attended hearings and trials, managed discovery.
- ◇ Appellate – drafted Appellate Briefs and attended oral argument at Court of Appeals.
- ◇ Transactional – drafted and reviewed construction, employment, and property purchase contracts, and assisted with business formations, mergers, and acquisitions.

CUSHMAN, RAYMOND AND MIDDLETON, Olympia, WA

1996 to 1999

Associate

- ◇ Advised clients and recommend course of action
- ◇ Litigation – drafted pleadings, took depositions, prepared motions, attended hearings, managed discovery.

EDUCATION

J.D.

NORTHWESTERN SCHOOL OF LAW OF LEWIS AND
CLARK COLLEGE, Portland, OR (Certificate in Environmental
and Natural Resources Law.)

B.A.

REED COLLEGE, Portland, OR

LICENSES

Member Washington Bar Association, Member Oregon Bar Association, Member Idaho Bar Association, Member Alaska Bar Association, Member North Carolina Bar Association, and associated Federal Courts.

OTHER RECOGNITION AND ACTIVITY

Past President of the Thurston County Young Lawyers
Current President, Harlequin Theatre Board of Directors
Board Member of the Year, Harlequin Theatre Productions, Olympia
Former Assistant Speech and Debate Coach, Capital High School
Speech and Debate Judge, Capital High School

BENJAMIN CUSHMAN
3000 Monta Vista St. SE
Olympia, WA 98501
(360) 280-4601
e-mail: ben@deschuteslawgroup.com

BACKGROUND SUMMARY

Civil litigator with extensive experience representing clients at administrative hearings, mediations, arbitrations, and trial and appellate court proceedings. Counselor with experience advising clients regarding litigation avoidance, litigation preparation, and conflict resolution. Primary practice areas include Land Use, Environmental, Public and Private Construction (including heavy civil construction), Public Bid Protests, Liens, Public Records Requests, Real Property, and Tort Law.

LEGAL SKILLS

- ◇ Advise clients.
- ◇ Draft and review complex contracts.
- ◇ Draft pleadings, contracts, appellate briefs, declarations, and memoranda in support of pleadings.
- ◇ Take and defend depositions.
- ◇ Prepare discovery requests and review discovery responses.
- ◇ Attend oral arguments for hearings, arbitrations, mediations, trials, and appeals.
- ◇ Prepare business formation, merger, or acquisition paperwork.
- ◇ Perform legal research using internet and non-internet research tools.

MANAGEMENT SKILLS

- ◇ Review Associate Attorney productivity and work product.
- ◇ Hire and fire staff.
- ◇ Resolve staff conflicts.
- ◇ Develop and implement office procedures.
- ◇ Supervise business financial practices including tax and audit procedures and money management.

EMPLOYMENT HISTORY

DESCHUTES LAW GROUP, PLLC, Olympia, WA
Partner

August 2017 - Present

- ◇ Meet with clients and recommend course of action
- ◇ Litigation – draft pleadings, take depositions, prepare motions, attend hearings and trials, manage discovery.
- ◇ Appellate – draft Appellate Briefs and attend oral argument at Court of Appeals.
- ◇ Transactional – draft and review construction, employment, and property purchase contracts, and assist with business formations, mergers, and acquisitions.
- ◇ Manage staff.

DEBORAH REBACK-CUSHMAN

3000 Monta Vista St. SE

Olympia, WA 98501

Cell: (360) 339-0360

Email: ddreyfus04@comcast.net

BACKGROUND SUMMARY

Professional self-starter with extensive and relevant experience working in small business, corporate, and law firm environments. Effective combination of research, organizational, analytical, communication, and computer skills. Highly adaptable to rapidly changing situations.

COMPUTER SKILLS

- Office 365 - Business
- Word Perfect
- Novatus, Contract Assistant, DocuSign
- Cosmolex, TABS, Clio, Timeslips
- Firefox, Microsoft Internet Explorer, Google Chrome
- Sharepoint
- Windows 7, Windows 8, Windows 10
- Quicken, Quickpay, Quickbooks
- Westlaw, Lexis/Nexis, Westlaw Case Notebook
- BMS

SPECIAL SKILLS

- Excellent oral and written communication skills
- Detail oriented
- Able to work independently
- Quick to master new computer programs
- Type 70 wpm
- 10-key by touch

EMPLOYMENT HISTORY

CODA, Inc., Portland, OR

01-2018 to Present

Contracts Manager

- Review, revise, and negotiate contracts including grant, partnership, State, County, coordinated care organization (CCO), private insurance and vendor contracts.
- Verify, maintain, and retrieve contract documents.
- Interface with outside counsel and corporate insurance representatives.
- Manage contract, insurance, and regulatory (State, HIPAA, and 42 CFR, Part 2) compliance.
- Prepare business license, professional license, and grant applications.
- Assist Executive Director in researching state level drug and alcohol treatment vhpolicies.

DEBORAH REBACK-CUSHMAN

3000 Monta Vista St. SE
Olympia, WA 98501
Cell: (360) 339-0360
Email: ddreyfus04@comcast.net

DESCHUTES LAW GROUP, PLLC, Olympia, WA

06-2017 to 12-2017

Attorney/Firm Administrator

- Perform legal research.
- Review contracts and leases.
- Process trust transactions, timekeeping, and billing in Cosmolex.
- Manage HR, including hiring and payroll matters.
- Handle A/R and A/P.
- Oversee operating and client trust accounts.
- Design and carry out marketing plan.
- Administer all computer systems.
- Prepare office procedure and policy manuals.

BUDSBERG LAW GROUP, PLLC, Olympia, WA

09-2015 to 05-2017

Law Clerk/Bookkeeper

- Prepared and filed complaints, motions, responses, and other pleadings.
- Drafted and reviewed settlement contracts.
- Performed legal research.

WESTERN INSTITUTIONAL REVIEW BOARD, Puyallup, WA

8-2015 to 11-2015

Novatus Specialist

10-2014 to 01-2015

- Created complex templates and reports within Novatus Contract Management System
- Trained staff to utilize Novatus.
- Entered backlogged contracts into Novatus.
- Reviewed, revised, and negotiated vendor contracts.

MORRIS-SOCKLE, PLLC, Olympia, WA

4-2014 to 09-2014

A/R Bookkeeper

- Prepared monthly statements in TABS billing software.
- Processed incoming payments (cash, credit card, or check).
- Calculated monthly attorney fee splits.
- Communicated with clients and attorneys regarding client accounts.
- Managed delinquent accounts.

WESTERN INSTITUTIONAL REVIEW BOARD, Olympia, WA

10-2011 to 4-2014

Vendor Contract Manager

- Drafted, reviewed, revised, and negotiated vendor contracts.
- Managed vendor contract database and prepared reports in contract management software.
- Created vendor contract review process.
- Trained staff on contract management software and on vendor contract review process.
- Managed vendor contract lifecycle in contract management software.
- Performed legal and non-legal research regarding contract terms and operational issues.
- Coordinated and implemented adoption of new, advanced contract management software.

DEBORAH REBACK-CUSHMAN

3000 Monta Vista St. SE
Olympia, WA 98501
Cell: (360) 339-0360
Email: ddreyfus04@comcast.net

CUSHMAN LAW OFFICES, P.S., Olympia, WA

02-2009 to 12-2010

Bookkeeper/Office Manager

- Managed client database, entered attorney time, and prepared monthly statements in TABS billing software.
- Calculated and made 401(k) contributions to company 401(k) plan.
- Processed employee timesheets and prepared employee payroll.
- Calculated and paid payroll taxes and quarterly business taxes.
- Handled all A/R and A/P.
- Managed business bank account and client trust accounts in Quickbooks.
- Corresponded with clients regarding client accounts.
- Prepared financial reports for Managing Partner.
- Interfaced with insurance companies regarding required renewal paperwork.
- Provided technical support for minor computer issues.
- Handled all office equipment issues, repair, replacement, etc.
- Worked with Managing Partner to negotiate and manage vendor contracts.
- Created office procedures and prepared policy and procedure manuals.

RREEF, Beaverton, OR

10-2002 to 11-2003

Administrative Assistant

- Prepared and processed Tenant leases, licenses, subleases, and correspondence.
- Assisted District Manager in preparing annual financial reports.
- Maintained Tenant databases and office files.
- Interfaced with Tenants and provided customer service.
- Monitored Tenant insurance.
- Designed posters and flyers.

Employment information prior to 2002 available upon request.

EDUCATION

J.D.

NORTHWESTERN SCHOOL OF LAW OF LEWIS AND
CLARK COLLEGE, Portland, OR (*Ranked 21st out of 102. GPA*

Half Semester Ph.D.

3.28. Certificate in Environmental and Natural Resources Law.)
CALIFORNIA INSTITUTE OF TECHNOLOGY, Pasadena, CA

B.A.

WELLESLEY COLLEGE, Boston, MA

AWARDS AND LICENSES

Member: Washington State Bar Association (#50181), Member: California Bar Association (#185437), Scholar List (Lewis & Clark), recipient of a Dean's Fellowship (Lewis & Clark), American Jurisprudence Award for Outstanding Achievement in Criminal Law and Procedure during (Lewis & Clark), Phi Beta Kappa (Wellesley), Magna Cum Laude (Wellesley)



400 Union Ave. SE
Suite 200
Olympia, WA 98501
p 360-918-7217 | f 844-774-0503
info@deschuteslawgroup.com

Ben Cushman*

ben@deschuteslawgroup.com

*Licensed in WA, OR, ID, AK, NC

July 22, 2018

Eric Johnson, Chair, Board of Supervisors
ericjohnsontcd@gmail.com
Attention: Legal Services Proposal
Thurston County Conservation District
2918 Ferguson St. SW, Ste. A
Tumwater, WA 98512

RE: Legal Services Proposal

Dear Mr. Johnson:

I am writing in response to the Request for Proposals requested by Thurston Conservation District (TCD) Board of Supervisors (BoS).

1. My firm name, address, phone, email, and fax number are:

Ben Cushman
Deschutes Law Group, PLLC
400 Union Ave. SE, Suite 200
Olympia, WA 98501
360-918-7217
ben@deschuteslawgroup.com

2. Ben Cushman's qualifications as they relate to the duties and desired qualification described in the RFP, as well as demonstrated knowledge relating to Conservation Districts and RCW 89.08 are as follows:

3. The following are three professional references and three personal references:

| Professional References | Personal References |
|-------------------------|---------------------|
| | |

| | |
|---|--|
| <p>Daniel Berschauer Retired Judge 4708 – 60th Lane SW Olympia, WA 98512 360-754-1107</p> <p>Bob Raymond Administrative Law Judge Board of Industrial Appeals 2439 Chandler Court PO Box 42401 Olympia, WA 98504-2401 360-753-6823</p> <p>Kerry Lawrence Attorney Pillar Law PLLC 1030 N Center Pkwy Kennewick, WA 99336-7160 206-587-2332</p> | <p>Stephanie Bird stephanie@nrchomesgc.com</p> <p>James Reddick lehnert-reddick@comcast.net</p> <p>Janey Mueller sea.memphishead@gmail.com</p> |
|---|--|

4. Our firm's attorney, Ben Cushman, would provide the legal services to the BoS by attending Board Meetings and other meetings as required. Our firm has two back up options for when Ben Cushman is not available. First, the Firm Administrator, Deborah Reback-Cushman is also an attorney and could easily cover meetings or be available for conferences if Ben was not available. Our firm also has an arrangement with Goldstein Law Office, PLLC, where they will act as back-up attorney services if Ben Cushman or Deborah Reback-Cushman is not available to provide services under this contract.

5. Attorney information:

Ben Cushman

Graduated Lewis & Clark Law School 1996

Admitted to the Washington State Bar Association 1996

#26358

Experience: Substantial experience with government contracting, land use, environmental regulations, public records, and real property issues. Further experience working with nonprofits, including assisting in grant writing, grant review, and grant compliance issues. Further training through law school classes in Administrative Law and Municipal Law in public bond and local tax laws. General familiarity with RCW 89 and WAC 135.

Thurston Conservation District
July 16, 2018
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Deborah Reback-Cushman
Graduated Lewis & Clark Law School 1996
Admitted to the Washington State Bar Association 2015
#50181

Experience: Contract Management for medium size for-profit and non-profit corporations. Responsible for overseeing all aspects of purchasing and contracting matters. Negotiated complex contracts including leases, SaaS, telecommunications, non-disclosure, business associates, vendor, and client agreements. Interprets contracts and handles any compliance matters. Drafts corporate policies and procedures regarding contract management, procurement, and grant management.

6. Pricing:

Our firm will provide these services with the following general terms. Initial consultations on new matters involving the prospect of litigation or substantial administrative process will be free for up to two hours of initial meeting and case assessment work, including any necessary or advisable site visits. Thereafter, our firm will charge the TCD for time worked at a reduced rate of 80% our usual rates (\$200 per hour for Ben Cushman).

We appreciate the opportunity to bid on this proposal and look forward to hearing from you soon.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Ben D. Cushman", with a long horizontal flourish extending to the right.

Ben D. Cushman

BDC/dm

Tab 2

THURSTON CONSERVATION DISTRICT (TCD) DISTRICT GOVERNANCE ACTION PLAN

PROPOSED JANUARY 2018; ADOPTED BY THE TCD BOARD JANUARY 30, 2018

DRAFT UPDATE: 4.24.2018

| | ISSUE | ACTION(S) TO RESOLVE | DISTRICT RESOLUTION EFFORTS (SUMMARY) | LEAD / RESPONSIBLE PERSON | TIMELINE |
|---|--|---|--|------------------------------|---|
| 1 | Disrespectful and inappropriate behavior at open public meetings | A. Board members will sign a pledge to openly communicate with each other, as part of the Code of Conduct and Open Public Meetings Act. | <i>This is dependent upon #5.</i> | TCD Board | By July 31, 2018 |
| 2 | Disrespectful and inappropriate behavior between staff and supervisors | A. Co-create and adopt organization-wide Code of Conduct Signed by TCD Board & Staff B. Organize a work session between TCD Board and Staff by 7/31/2018. | <i>This is dependent upon #5.</i> | TCD Board & Staff | By July 31, 2018 |
| 3 | Demonstrated unwillingness to understand and uphold CD Policies | A. Each Supervisor will have a hard copy policy and procedure handbook. B. Supervisors will commit to reading at least 1 item out of the handbook per meeting. C. The Board will prioritize the policies that need to be updated. | <i>A. Completed as of 2.27.2018. Each TCD Board Supervisor has received a hard copy policy and procedures book that is present at every Board Meeting.</i> <i>B. Completed to date. TCD Board Supervisors have reviewed and revised policies at either (1) regular or special meeting per</i> | Board Chair | At every board meeting beginning with regular board meeting in February 2018. |

| | | | | | |
|---|---|--|--|-----------------------------|---|
| | | | <i>month beginning 2.15.2018. Board Chair read a policy at the 4.24.2018 meeting.</i> | | |
| | Passive aggressive behavior | <p>A. Acting Executive Director will re-send letter to TCD Board RE: 11/1/2017 WSCC Letter to TCD Board – will resend letter to Board, Shana and Paul</p> <p>B. Will send out Board reminders about TCD staff meetings by Monday before each meeting</p> | A. Completed as of 1.29.18 | Acting Executive Director | By March 31, 2018 |
| 4 | | | | | |
| 5 | Inaction on advice from Enduris following investigation | <p>A. Invite Michelle Fossum to upcoming TCD Board Meeting</p> <p>B. Discuss recommendations and advice from Enduris</p> <p>C. Create action plan/response</p> <p>D. Inform staff of action plan</p> | A. Completed | Board Chair | <p>A. By regular February Board Meeting</p> <p>B. By April 30, 2018</p> <p>C. By June 30, 2018</p> <p>D. By July 31, 2018</p> |
| 6 | Lack of board member travel reimbursement policy | <p>A. Develop Board Member Travel Policy</p> <p>B. Richard will send new proposed policies to TCD Board</p> | <p>A. Work has been done to update/create Board Member Travel Policy draft. This item has not yet been completed or adopted as of 4.20.2018.</p> <p>B. Completed</p> | <p>A.</p> <p>B. Richard</p> | By March 31, 2018 May 31, 2018 |

| | | | | | |
|----|--------------------------------------|---|--|--|--|
| 7 | Lengthy & inefficient board meetings | <p>A. Staff will send out draft agenda by 2 Friday's before meeting</p> <p>B. Board will provide comment by the following Monday</p> <p>C. Chair will finalize a draft agenda the Wednesday before each meeting</p> <p>D. Packets sent out to Board the Thursday before each meeting</p> | <p>Completed for month of February. Generally an earlier schedule of approving agenda has been followed (though not exactly as specified). As staff capacity decreases, it has posed challenges in adhering to this schedule. It will remain a priority to follow this process in a timely and efficient manner.</p> <p>A. Completed as of 1.30.18</p> <p>B. Completed as of 1.30.18, including all future meetings</p> | <p>A. TCD Staff</p> <p>B. TCD Staff</p> <p>C. Paul</p> | <p>A. By January 9, 2018</p> <p>B. By January 9, 2018</p> <p>C. By June 30, 2018</p> |
| 8 | Overly detailed meeting minutes | <p>A. No transcription of meeting minutes</p> <p>B. Staff will provide action-oriented minutes for the 1/9/2018 Special Meeting using the agenda as an outline, including motions, important discussions and events</p> <p>C. TCD Board will review policy for audio recordings and meeting minutes</p> | | | |
| 9 | Lack of Communication | A. TCD Board Members will report out on relevant meetings re: TCD business at each Board Meeting | <p>A. Meeting reports and summaries have been received by Doug Rushton, as of 1.30.2018</p> | A. TCD Board | Ongoing, effective immediately |
| 10 | | | | | |
| 11 | | | | | |

*Blank rows are for district to insert additional issues and actions as necessary.

District Governance Action Plan agreed to on January 30th 2018 in Tumwater, Washington by the following:

| SIGNATURE | | POSITION |
|-----------|--|---|
| | | CONSERVATION DISTRICT CHAIR |
| | | CONSERVATION DISTRICT VICE CHAIR |
| | | CONSERVATION DISTRICT AUDITOR |
| | | CONSERVATION DISTRICT SUPERVISOR |
| | | CONSERVATION DISTRICT SUPERVISOR |
| | | CONSERVATION DISTRICT (Acting) EXECUTIVE DIRECTOR |
| | | CONSERVATION COMMISSION STAFF - REGIONAL MANAGER |

Tab 3



To: Thurston Conservation District Board of Supervisors
RE: HR Temp and Contract Complaint
July 25th, 2018

Dear Supervisors,

Please take note of the following formal grievance in regards to the new HR person, Diretha Hollenbaugh, hired from Smart Talent temp agency.

On June 26th, 2018 during the regular Thurston Conservation District Board Meeting, the Thurston Conservation District Board of Supervisors authorized Board Auditor, Richard Mankamyer to hire an HR person through a temp agency. Eric Johnson, Richard Mankamyer and Linda Powell voted in favor of this motion. Paul Pickett voted in opposition.

During the June 26th, 2018 TCD Board Meeting, and again via email to the TCD Board on July 11th, 2018, I voiced several concerns:

1. Hiring staff is a delegated authority of the Executive Director (TCD Policy 1.3) or Acting Executive Director (TCD Policy 1.3.1).
2. TCD is currently in the process of developing the mid-year budget revision, including several unforeseen expenses (2018 TCD Election, etc.).
 - a. I am concerned about where the funding is/will come from to pay for the HR position. As you know, without Rates & Charges funding this year, the budget for District Operations expenses is minimal and already allocated to existing core functions, per the approved 2018 Annual Budget.
 - b. I am also concerned about the appearance that the TCD Board has hired an HR person using at an unlimited expense amount, as a budget revision including this expense has not been approved by the TCD Board, nor has an actual expense allocation for this position been approved by the TCD Board to date.

Included in my email sent to the TCD Board on July 11th, 2018, I noted that I understood the desire of the Board to move quickly and recommended steps that could be taken for the quickest and most appropriate path forward, per TCD policy.





I have several additional concerns, in addition to the aforementioned:

3. The TCD Board authorized the Board Auditor, Richard Mankamy, to hire an HR person at the June 26th, 2018 TCD Board Meeting. Linda Powell signed the Temporary Staffing General Business Agreement with Smart Talent on June 8th, 2018. (Please see attached.)
 - a. I recommend contracts come before the entire TCD Board of Supervisors to approve before signature.
4. Diretha notified me that she worked 18 hours the week of July 16th – July 20th, 2018. Smart Talent charges \$46.50 per hour.
5. I have not yet seen a scope of work or list of job duties that Diretha has been assigned. I am unable to appropriately coordinate with her and the Staff without know what her intended function is within the District. Please share with me the scope of work or list of job duties assigned, at your earliest convenience.
6. Diretha attended the July 18th, 2018 Board of County Commissioner's briefing on Rates and Charges. This meeting was not related to Human Resources and I am concerned about the District incurring an expense for attendance at this meeting that appears to be entirely unrelated to HR responsibilities.
7. Contracting for goods and services also requires a systematic process and appropriate documentation (TCD Policy 4.6). Please share with me the documentation obtained in the selection process at your earliest convenience.
8. I have received a written complaint from a staff member that felt 'uncomfortable' with interactions and requests made by the HR temporary hire that took place on 7/24/2018.
9. At the July 24th, 2018 Emergency Special Board meeting, Linda Powell recommended cutting existing staff hours to pay for legal services for the District. I believe this could have legal ramifications and would recommend discussions with the staff collective bargaining unit and myself before sharing this in a public meeting. This seems inappropriate given the recent HR position hire. Diretha mentioned in our meeting on July 17th, 2018 that her position was half time, with the potential of full-time as needed.
10. Staff has witnessed her rifling through filing cabinets with protected landowner information (farm plans). This information has elements that must be redacted before release as public record.



11. I have been asked twice by Board Auditor, Richard Mankamy to provide a Certificate of Liability Insurance naming Smart Talent as co-insured. I am very uncomfortable performing this task given the concerns listed above. I believe that this issue needs to be discussed and authorized by the full TCD Board. I noted these concerns and requested approval by the full TCD Board on these matters via email to the TCD Board on July 17th, 2018.

I am concerned these instances may contribute to a hostile work environment for staff and increase the risk of liability to Thurston Conservation District if unresolved. I appreciate the Thurston Conservation District's Board review and response to the complaints filed within this grievance. I have attached TCD Policy 3.1.8 Employee Complaint and Grievance for your convenience. I look forward to working together within our policies and procedures to move the District forward.

Respectfully,

A handwritten signature in black ink, appearing to read "Sarah Moorehead".

Sarah Moorehead

Interim Executive Director

Thurston Conservation District

smoorehead@thurstoncd.com

360.754.3588 x136



Temporary Staffing General Business Agreement

POLICY STATEMENT & CONFIDENTIALITY

SmartTalent is an employer-paid, direct hire, temporary and project staffing service. SmartTalent is an equal opportunity employer and refers all applicants regardless of their race, color, national origin, religion, creed, marital status, age, disability or any other basis protected by applicable law. Personal data submitted by SmartTalent regarding its temporary associates and candidates and all business-related non public information including pricing and fees is highly confidential and the customer agrees not to disclose such information to any third party.

TEMPORARY SERVICES FEES

SmartTalent associate selection fees cover all activities relating to the locating, interviewing, screening, testing and pre-selection of our temporary associates. Supervision of the assigned associate for the agreed upon duties is Customer's responsibility.

UNCONDITIONAL GUARANTEE

SmartTalent provides an unconditional guarantee for all temporary associate employees. Let SmartTalent know within 48 hours after the start of any assignment and charges for the unsatisfactory portion of any time charged will be waived and a replacement will be sent.

HOURLY RATES

SmartTalent associate employees are paid on a weekly basis. Customers are billed weekly. SmartTalent will pay associates and invoice Customers on the basis of the working hours shown on the SmartTalent timecard. Customer agrees to have each SmartTalent timecard authorized by an appropriate person within their organization. Client understands it is their responsibility to audit the timecard and add the hours correctly prior to signing, which authorizes payment to our employee(s) and any errors are the client's responsibility. The hourly rates invoiced to Customer include wages and allowances for all statutory charges, e.g. FICA, FUTA, Industrial Insurance, State Unemployment, Payroll Taxes, etc. Overtime hours will be billed at one and one half times the straight time billing rate. Failure to sign a timecard does not relieve Customer of the duty to pay for hours worked.

PAYMENT TERMS

Customers are billed for the hours shown on a timecard at the agreed rate. The Customer supervisor retains two copies of each time card; one for his/her records and one for the company. Since the company already possesses two copies of the time card, SmartTalent will not attach copies of the time card to its invoice. Payment is due upon receipt of the invoice. A Customer will have 15 days from receipt to dispute an invoice, after which it will be final and due. A 7.5% late payment will be applied after 45 days, and a 15% late payment fee will be applied after 60 days. In the event that the Customer fails to pay the charges issued by SmartTalent, whether for temporary services or for conversion fees when due, Customer shall pay all collection and/or litigation costs, plus reasonable attorney fees.

COMMITMENT TO SAFETY

Customer agrees to comply with all applicable health and safety laws and ordinances and to provide all SmartTalent associates all general and specific safety training information and equipment necessary for their said assignment(s), including information regarding exposures to hazardous substances, and safety equipment that is legally required or necessary to perform any assignment safely (and will ensure that associates use said equipment). Customer understands that our associates are not allowed to enter any sort of confined space and that the customer assures SmartTalent that they have identified and posted warning at all confined spaces in accordance with WAC 296-809. Customer further assures that if they have confined spaces that our associates will be warned about them at their initial orientation. Customer assures SmartTalent they have completed a personal protective equipment (PPE) written hazard assessment as required by WAC 296-806-1610 and will provide any required information for wearing PPE to SmartTalent. Customer agrees to comply with all accident and injury reporting requirements.

DRIVING ASSIGNMENTS

Customer agrees not to permit and/or authorize any SmartTalent associate to operate any motor vehicles, automotive, truck or heavy machinery equipment without signing a Driver's Release Form supplied by SmartTalent. Customer acknowledges and agrees that SmartTalent does not furnish insurance to cover damage or physical loss caused by the operation of any vehicle operated by SmartTalent's associates for Customer benefit or at the request of Customer. Customer accepts full responsibility for any bodily injury, property damage, fire, theft, collision or public liability claim arising from a SmartTalent associate being asked by Customer, its supervisory employees or anyone else acting on behalf of Customer, to operate machinery, or equipment, or drive a vehicle, whether owned by a SmartTalent associate, by Customer, or a third party.

CASH HANDLING ASSIGNMENTS

Customer understands and agrees that SmartTalent provides temporary associates to work under Customer's direct management and supervision, and that SmartTalent has no control over and assumes no responsibility for Customer's internal security systems or other

internal safeguards. Accordingly, Customer agrees to assume sole and complete responsibility, and hold SmartTalent harmless, for any losses or claims that result from a SmartTalent associate being assigned by Customer the responsibility for handling or possession of any cash, securities, keys, credit cards or other valuables or property of any kind, and from any losses or claims that result from SmartTalent employees having been entrusted with any unattended property or premises.

TEMP-TO-DIRECT CONVERSION FEE

If the Customer seeks to hire a SmartTalent temporary associate to their own (or any subsidiary, affiliated or related company's) staff during a temporary assignment, after a temporary assignment has ended, after a résumé referral, interview after a résumé referral, or name only referral within six (6) months, Customer agrees to pay SmartTalent the following conversion fee (conversion fees are based on 30% of annual compensation, reduced by the number of hours if worked on a temporary assignment):

| | |
|-----------------|--------------------------------------|
| 0 - 240 Hours | 100% of the Direct Hire Fee |
| 241 - 360 Hours | 15% reduction of the Direct Hire Fee |
| 361 - 480 Hours | 25% reduction of the Direct Hire Fee |
| 481 - 600 Hours | 50% reduction of the Direct Hire Fee |
| 601 - 720 Hours | 75% reduction of the Direct Hire Fee |
| 721 Hours Plus | No Fee |

A SmartTalent hire early conversion may be available at 200 hours of work completed.

GENERAL TERMS

- Waiver of Liability** - Customer agrees SmartTalent shall not incur liability resulting from or due to the actions or inaction of its temporary associates and/or other employees, including without limitation for any lost profits or other consequential damages to Customer or any third parties.
- Customer agrees to indemnify and hold harmless SmartTalent against any and all cost and/or liability that results from and/or is related to claims arising out of conduct that occurs at the Customer's workplace and/or involves one or more claims against one or more of Customer's (current and/or former) owners, employees, joint employees, SmartTalent employees/temporary associates, officers, directors, supervisors, and/or other managing agents.**
- Governing Law** - The Temporary Staffing General Business Agreement shall be governed and construed in accordance with the laws of the state where SmartTalent's temporary associates are assigned.
- Disclaimer of Representations** - No representations or warranties have been or are given by SmartTalent except as expressly provided in this Temporary Staffing General Business Agreement. This Agreement supersedes all prior agreements and representations or promises of any kind and is the full, final, and complete agreement between the parties on matter expressed herein.
- Disputes** - Except for a suit to enforce any non-compete agreement between the parties, the parties agree to submit any dispute arising out of or in any way related to this Temporary Staffing General Business to final and binding arbitration pursuant to the Federal Arbitration Act ("FAA"). One or more parties may at any time initiate arbitration. Arbitration shall be conducted by Judicial Dispute Resolutions LLC using its rules and procedures not inconsistent with the Act and/or any term herein.
- Guarantee** - SmartTalent does not guarantee the accuracy of the information received as a result of reference, credit, or criminal background checks/ drug screens. Customer guarantees and warrants that it will abide by all applicable federal, state and local laws, including background check laws.
- Customer agrees not to transfer any SmartTalent employee to the payroll of another customer or another temporary staffing company without prior written permission and compensation to SmartTalent.**

Thank you for selecting SmartTalent. The undersigned acknowledges receipt and acceptance of this Agreement on behalf of Customer and that it applies to all assignments to Customer of temporary associates by SmartTalent, until revoked by Customer in writing, and warrants that he/she is authorized to so obligate Customer.

Signed on behalf of TCD
(Company Name)

Linda J Powell
(Print Name)

Linda J Powell
(Signature)

Board Supervisor
(Title)

8 June 18
(Date)

SmartTalent 0724-15

7.6.2018



SmartTalent is committed to providing you the highest of quality and service when it comes to your staffing needs – temporaries, temp to hire and direct hire. To that end, I would like to provide you with proposed 2018 bill rates for Thurston Conservation District. All rates are subject to review and adjustment following any increase in a city, state or federal mandated tax.

Human Resource Manager

Pay Rate \$30 per hour

Bill Rate \$46.50 hour

The hourly rates invoiced to Customer include a \$.07/ hour ACA Line Item Charge in addition to wages and allowances for all statutory charges, e.g. FICA, FUTA, Industrial Insurance, State Unemployment, Payroll Taxes, etc. This rate also includes all background screening.

All of our SmartTalent employees are thoroughly screened, tested and reference checked – those results are made available to you. Below are some of the reasons and values that SmartTalent offers to its clients, which make our company the staffing firm of choice.

1. **We offer a 100% guarantee.** If you are not happy with the production of our employee then you do not pay for our employee. We are that confident of our service and commitment to our customers.
2. **We respond immediately;** SmartTalent offers a 45-minute response time from your initial call when you place an order with us. Within those 45 minutes, you will receive a status call from us as to when the order will be filled, if we already filled it or an update of our status. You never have to call us to find out the status of your order; if you do, then you receive two hours off your next invoice.
3. **We are available to you 24 hours a day.** Business needs do not always fall into business hours. When you need assistance on weekends, before or after regular hours, a qualified SmartTalent staff member is only a phone call away.

Tiffany Nevils
Business Development Manager
SmartTalent – Lacey
P: 360.456.0380 | C: 360.259.7655

Printed Name

Signature

Date

At SmartTalent our motto is, "We're Going To Make Your Business Day Better."
I look forward to building a long lasting Partnership with you and your organization.



Work-Site Inspection Checklist (Office)

Instructions: Rate each of the items listed below for safety and/or completeness.

S = Satisfactory/Yes U = Unsatisfactory/No A = Action Needed N = Not Applicable

Name of Account: Thurston Conservation District Date: 7/17/18

Name of SmartTalent Rep conducting the Inspection: TIFFANY NEVILLS

Name of Client assisting with Inspection: LINDA POWELL

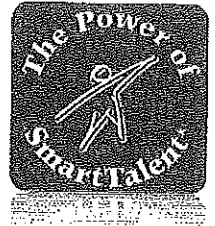
| Ergonomics, Safety Training & General Items | |
|---|--|
| S | Do they have an Ergonomic Program? <u>N/A</u> |
| S | Are the chairs used at the workstation adjustable? |
| S | Are the keyboards and mouse within an easy reach? |
| S | Do they have an APP plan? |
| S | Who is responsible for safety? <u>Stephanie Bishop</u> |
| S | Is a safety orientation given to all temporary employees on their first day of work? |
| S | Reminder to client: Training must include what to do in an emergency, ergonomics and any areas our associates are not to go or duties not to perform. |
| S | Who provides the orientation? <u>Stephanie Bishop</u> |
| S | Will temporary employees be offered or included in training that regular employees are during their employment on-site? |
| S | Is each first aid kit identified, visible and complete? |
| S | Are there any first aid trained employee and are cards current? |
| S | Are emergency phone numbers posted where they can be seen from telephones? |
| S | Where you able to view their OSHA 300 log? |
| S | What is their most common injury? |
| S | Are the Safety Data Sheets (SDSs) readily available for all chemicals on site? |
| Emergency Exit | |
| S | Are all exits and paths to/from exits free of obstructions? |
| S | Can all exits be opened from the inside without a key? |
| S | Are all exiting signs illuminated? |
| S | Is the way of exit to the street obvious from all locations? |
| S | Are doors that could be mistaken for a way of exit marked "Not an Exit" or with the name of the room? |
| S | Are fire extinguishers charged and mounted in their assigned, labeled locations? |
| S | Is there a minimum 18" clearance below sprinkler heads? |
| General Housekeeping | |
| S | Are materials stored safely to prevent tripping, fire or pest hazards? |
| S | Are plugs, cords, electrical panels in good condition? |
| S | Are extension cords being used correctly? |
| S | Reminder: Extension cords are not to be plugged into each other |
| S | What is the general condition of the work-site? |
| S | Are file drawers kept close when not in use? |
| S | Are any items over 4 feet tall secure from falling? |
| S | Is there at least 6 1/2 feet of head room in all isles and on all stairs? |
| S | Is stair tread surfaces non-slip, not excessively worn and free from materials? |
| S | Is there a guardrail with mid rail on open sides of stairs with 4 or more risers or a handrail when both sides are walled? |



| | |
|--|---|
| | Corrective Action Needed? If so, you cannot service the location without approval from Corporate |
| | Action Needed: |
| | |
| | |
| | |
| | Follow up Date: |
| | |
| | Corporate Approval: |

Customer Signature *John Powell* Date 7/17/18

SmartTalent Representative *Tiffany Neri* Date 7/17/18



THURSTON CONSERVATION DISTRICT

Policies & Procedures

3.1.8 Employee Complaint and Grievance

Effective Date: June 9, 2000

- Purpose:** To encourage employees to resolve work-related concerns informally with their supervisors, to provide employees with internal options and procedures so that complaints and grievances will be given thorough consideration, and to be resolved in a fair, timely, and mutually acceptable manner. As well as to assure there will be no resultant retaliation against the employee utilizing these options.
- Definition:** A claim of infringement by the District of its established policies and/or practices with respect to salaries, hours, or conditions of work, or an employee's claim of the District's noncompliance with state or federal laws.
- Policy:** It is District policy to provide employees with internal review processes to help reach solutions to their work related concerns, problems, complaints, or grievances.
- Procedure:**
1. Employees are encouraged to attempt to resolve complaints and grievances through informal discussions with their immediate supervisors. If the grievance is not resolved through informal discussion, the employee may submit the grievance in writing to the supervisor within 30 days of the alleged violation.
 2. While it is hoped that the major portion of problems that arise can be handled informally and verbally at this level (procedure "A"), if the complaint is not resolved the employee is asked to put the matter in writing, including names, dates, occurrences, and allegations. The supervisor attaches the employee's statements, the supervisor statement of action taken or suggested and submits them to the District Administrator.
 3. If the matter is not resolved at level "B", the Executive Director ascertains the relationship of the situation using District policies and professional judgment and attempts to conciliate the situation. If the situation is resolved, then an agreement or statement of conciliation is drafted, including all actions to be taken and the names of any additional involved parties. If the matter is not resolved at this level then;
 4. The Executive Director may exercise the option of requesting an advisory judgment from the Washington Human Rights Board, District Legal Counsel, District Board, District Treasurer, or outside mediation services.

THURSTON CONSERVATION DISTRICT

Policies & Procedures

- 1979 5. If the employee's grievance directly involves any superior in the chain
1980 of command, the preceding processes may be amended at the
1981 employee's option, to bridge over that superior to the next higher level
1982 of authority culminating in procedure "D".
1983
1984 Good faith efforts will be made to respond to foregoing steps in 10
1985 working days from the request of the grievance through chain of
1986 responses, unless otherwise arranged by parties.
1987

THURSTON CONSERVATION DISTRICT

Policies & Procedures

4.6 Subcontracting Procedures and Bid Thresholds

Effective Date: January 28, 2003

Updated: July 31, 2017

Purpose: To establish the procedures employees of the District will use when subcontracting to buy goods or services.

Policy: Thurston Conservation District will use the following procedures:

1. **Use Sound Business Judgment**

Employees will use sound business judgment and fair administrative procedures in acquiring goods and services. This applied to invitations to bid, requests for proposals, solicitation of subcontractors or vendors, and awards of subcontracts or purchase contracts.

2. **Select Responsible Subcontractors**

Employees will award subcontracts only to responsible subcontractors with the ability to perform successfully under the terms of applicable grant contract. As of June 1, 2017 the District contracted with MRSC Rosters to generate lists of qualified contractors and consultants for projects

3. **Competitive Procurement**

Employees will award subcontracts through a competitive process based on the table included herein and MRSC Rosters solicitation Guidelines when applicable.

4. **Ensure Subcontractor Compliance**

Employees will ensure that subcontractors adhere to the same terms and conditions as the district. Employees will ensure that all subcontractors comply with all applicable federal, state and local laws and regulations related to discrimination, labor and job safety, and environmental protection; and that subcontractors perform in accordance with the terms and conditions of their contracts.

5. **Provide a Written Contract Document**

Subcontracts must be written, enforceable and legally sound, and must include appropriate general conditions (i.e. verbal contracts are not permitted). When subcontracting, the employee is responsible for:

- a. Including specified provisions of applicable grant contract in any subcontract or Interagency agreement that is entered into;
- b. Ensuring that the subcontractor follows applicable reporting formats and procedures;
- c. Ensuring that no right or claim arising from the grant contract is assigned either in whole or in part, except as prescribed by grant contract within suspension or termination procedures; and

THURSTON CONSERVATION DISTRICT

Policies & Procedures

3244 d. Seeking administrative, contractual, or legal remedies in instances
3245 where subcontractors violate or breach applicable grant contract
3246 terms.
3247

6. **Analyze Purchases for Cost-Effectiveness**

3248 Employee will avoid purchase of unnecessary or duplicate items, and
3249 consolidate or break out purchases as appropriate to obtain a more
3250 economical price. Where applicable, the employee will analyze lease
3251 versus purchase alternatives in determining the most economical
3252 approach.
3253
3254

7. **Cooperating with Other Local Governmental Units**

3255 To foster greater economy and efficiency, employees will utilize
3256 existing Interlocal Agreements or enter into agreements with other
3257 public agencies for joint or cooperative action, Pursuant to Chapter
3258 39.34 RCW, the Interlocal Cooperation Act.
3259
3260

8. **Soliciting for Goods and/or Services**

3261 The chart below outlines the procedures for services as well as goods
3262 procurement. Dollar thresholds do not include applicable sales tax or
3263 shipping expenses.
3264
3265

| Dollar Threshold | Competitive Process | Major Activities |
|---------------------|---|--|
| \$1 - \$4,999 | Phone comparison—Fax, internet, or e-mail documentation required. | <ul style="list-style-type: none"> Telephone calls or internet searches can be made to firms or individuals describing the services or goods desired and requesting price, schedule and qualifications to perform. Verification of information obtained is to be obtained by fax, internet, or e-mail. This information must be included with purchase order for authorization by the supervisor. |
| \$5,000 - \$299,000 | MRSC Small Works, Consultant and Vendor Roster | <ul style="list-style-type: none"> Prepare written solicitation document/letter including at a minimum: description of services and/or goods required, project schedule, request for consultant's qualification, request for costs or feeds, and due date for responses. Select contractors / consultants from list generated on MRSC Roster. Adhere to equability requirements if not soliciting bids |

THURSTON CONSERVATION DISTRICT

Policies & Procedures

| | | |
|---------------------|--------------------|--|
| | | <p>from all roster participants. Evaluate responses and make award decision.</p> <ul style="list-style-type: none"> • Negotiate subcontract with successful contractor. • Document for file;; initial roster list, narrowed search list, if applicable and process of equitability information of firm's responses, basis for award decision, and copy of subcontract. |
| \$300,000 - or more | Formal Competition | <ul style="list-style-type: none"> • Prepare formal solicitation document, Request for Proposals (RFP) or Request for Qualifications/Quotations (RFQQ). Include all requirements in order for proposes to understand what the district needs and how the district will evaluate responses. • Publish solicitation document on district website. • Develop score sheets for use by evaluators. • Issue RFP or FQQ to a minimum of 6 firms/businesses. District may also just send a notification to 6 or more businesses that the solicitation document is posted on the website and can be accessed there. Document for the file if fewer than 6 firms are contacted and state the reason why. • Conduct pre-proposal conference, if required in RFP or RFQQ, and issue addendum. • Provide answers to bidders' questions via addenda to all who receive the RFP or RFQQ. Or advise those who download the RFP or RFQQ from the web site to check back for any addenda that may be posted. • Date and time stamp proposals received by the due date. Electronic proposals will have the |

THURSTON CONSERVATION DISTRICT

Policies & Procedures

| | | |
|--|--|--|
| | | <p>date and time automatically noted.</p> <ul style="list-style-type: none">• Evaluate proposals strictly against criteria set forth in the RFP or RFQQ and score. Must use a minimum of 3 evaluators for scoring and score proposals using score sheets. Tabulate scores and determine ranking of proposes.• Schedule and conduct oral interviews of top finalist, if desired.• Determine final scoring and select apparent successful contractor.• Notify successful and unsuccessful firms.• Negotiate contract with apparent successful contractor.• Conduct debriefing conferences with unsuccessful proposes, if requested. |
|--|--|--|

3266

1.3.1 Delegation of Authority to Acting Executive Director

Established: January 9, 2018

Purpose: This document describes functions, responsibilities, and expectations the Thurston Conservation District (TCD) Board of Supervisors delegates to TCD's Acting Executive Director (AED).

Definitions: Acting Executive Director (AED) is the interim chief executive of the TCD, acting under the direction of and approved by the Board of Supervisors (Board), with responsibility for District activities, including but not limited to:

1. Overall management, supervision of district programs and employees, and satisfaction of district clients, partners, and the general public in consultation and communication with the board.
2. Implementation of the district mission, annual and strategic plans, policies and budget in a timely and efficient manner.
3. Coordination and/or development of sufficient financial resources to fund district programs.
4. Engagement of programs and partners that further the mission of the district.
5. Ensuring all district functions and services are managed and provided in accordance with all applicable laws, regulations, and district policies.

Generally, the Board will make policy-level decisions by motion or by resolution in its regular meetings. Generally, the AED will design and implement procedures to carry out those policies, with input from the Board.

The Board of Supervisors' authority, delegates the following authority to the Acting Executive Director:

Execution of Mission/Vision/Work Plans: The AED is the chief employee entrusted by the Board to coordinate with staff to maximize resources and partnerships to execute the mission, vision and work plans of the TCD. Day-to-day program management and execution of duties to implement the mission, vision, work plans, and Board direction of the District is delegated to the AED in consultation and communication with the Board.

Representing the Organization: The AED will represent the District, to partners, local, state, federal and tribal officials, the media, constituents, and the public.

Employment Practices: The AED shall recommend the proper level of staffing and salaries to the Board at least once each year, as part of the annual budget preparation. The adoption of the budget, that includes these, is a policy decision and must be approved by the Board

The AED shall hire, promote, or retain employees, in consultation and communication with the Board, as needed to meet the approved staffing level.

The AED shall determine merit raise increases, and implement these decisions as the District's budget will allow, in consultation with the board, in an orderly manner consistent with maintaining employee morale and retaining competent staff to conduct District operations.

49
50 The AED shall conduct performance reviews of employees, at least annually, giving the Board
51 opportunity for their input into these evaluations. The Board is responsible for the AED's performance
52 review, at least annually (on or before their anniversary date or as agreed), or more often if need for this
53 position.

54
55 The AED shall take all disciplinary actions needed, including and up to termination of employees as
56 necessary, and keep the Board informed and consult with Board of such actions, in writing, as they may
57 become necessary.

58
59 The Acting Executive Director approves all leave, including family medical leave, sick, annual,
60 bereavement, personal holidays, unpaid holidays, and leave without pay, within the guidelines of the
61 District's Policies and Procedures Manual.

62
63 The AED shall ensure employees receive adequate training, counseling, and other tools and make
64 themselves available to employees as needed to carry out the mission of the District.

65
66 The AED shall ensure Board members receive adequate training opportunities: eg. basic District
67 operations, District finances, Open Public Meetings Act, Board Responsibilities and any other training
68 for the duties of being a Board member.

69
70 The AED may appoint employees to management positions based on the needs of the District and may
71 instruct other District Employees to report to those managers rather than directly to the AED, in
72 consultation with the Board.

73
74 In the absence of the AED, she/he may appoint a designee to carry out any and all of these
75 responsibilities on her/his behalf upon approval of the Board. This may occur if the AED is out of the
76 area for more than 24 hours and unable to perform their duties, has a medical event etc. and critical
77 District business must still occur. The Board of Supervisors in consultation with the AED will set up a
78 chain of command to fulfill the AED role.

79
80 **Execution of Contracts & Agreements:** The AED will execute contracts and agreements (with
81 exception of those that specifically require Board approval/signature) on behalf of the District,
82 including the following: a) those that are of normal and customary business and in alignment with the
83 District's mission/vision and annual work plans; b) those that do not spend more than \$5,000 of the
84 District's own financial resources on a single project or program.

85
86 Funds passed through by other agencies or funders that exceed \$5,000 or are deemed out of normal or
87 customary business and/or spending more than \$5,000 of the District's own financial resources, must
88 be approved by the Board by motion or resolution prior to execution. The AED is authorized to spend
89 up to limits specified in Board-approved instruments.

90

Policies & Procedures: The Acting Executive Director shall, after review of all applicable laws, rules and regulations, promulgate and implement such procedures as are necessary to effectively and lawfully manage the District. To the extent new policies must be created, the Acting Executive Director shall present draft policies to the Board for consideration of ratification at the next regularly scheduled Board meeting.

The Acting Executive Director may create, adopt, implement, change, rescind, modify, or eliminate any procedure after consultation and communication with the Board, as such action is required for the lawful and efficient operation of the District.

The Acting Executive Director shall disseminate information promptly to all staff, the Board, and other affected parties upon the change of a District Policy or Procedure and have them posted to the district website within 14 calendar days or as arranged.

A policy is a broad statement expressing the intent of a particular program or making a fundamental decision about a particular issue or set of issues and is established by the Board. Annual and strategic plans are examples of policy statements – a statement of what is intended for the time period.

A procedure is a method, a system of processes, a list of steps, or an ordering of tasks that give effect to the policy of the District. A procedure is the process of implementation of a policy and is done by Staff.

**RESOLUTION PETITIONING WSCC TO FOLLOW ELECTION LAWS AS
INTERPRETED BY THE ATTORNEY GENERAL'S OFFICE**

BE IT RESOLVED THAT:

**WHEREAS: THE TIMING OF DISTRICT ELECTIONS VIOLATES STATE LAW AS
INTERPRETED BY THE AGO.**

**WHEREAS: ACCORDING TO THE 2001 AGO NO. 4 (ATTACHED),
CONSERVATION DISTRICT ELECTIONS ARE SUBJECT TO THE GENERAL
ELECTION LAWS CODIFIED IN RCW TITLE 29 BECAUSE STATE LAW WAS
AMENDED IN 1999 NO LONGER REQUIRING PROPERTY OWNERSHIP AS A
QUALIFICATION FOR VOTING. THEREFORE, THE RESPONSIBILITY FOR
CONDUCTING CONSERVATION DISTRICT SUPERVISOR ELECTION WAS
TRANSFERRED FROM THE DISTRICTS THEMSELVES TO THE COUNTY
AUDITORS IN 1999.**

**WHEREAS: WSCC STAFF KNEW OR SHOULD HAVE KNOWN ABOUT THIS
PROBLEM AND RECOMMENDED WAC 135-110-200 BE REPEALED OR AMENDED
SO IT IS CONSISTENT WITH THE GENERAL ELECTION DATES SET FORTH IN
RCW 29A.04.330.**

**WHEREAS: WSCC'S FAILURE TO TAKE THIS ACTION WOULD BE NEGLIGENCE OF
DUTY AND MALFEASANCE.**

**THEREFORE, BE IT RESOLVED THAT: THE TCD BOARD PETITIONS THE WSCC
TO REPEAL WAC 135-110-200 AND MOVE TO REPEAL RCW 89.08.190.**

DATED: _____



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[Home](#) > Effect of changing eligibility to vote in conservation district elections on when and how elections are conducted

Attorney General Christine Gregoire

ELECTIONS – CONSERVATION – CONSERVATION DISTRICTS – Effect of changing eligibility to vote in conservation district elections on when and how elections are conducted.

1. By removing property qualification as a condition to voting in conservation elections, in Laws of 1999, ch. 305, the Legislature automatically made conservation districts subject to the general election laws codified in RCW Title 29.

2. One effect of Laws of 1999, ch. 305, was to transfer responsibility for conducting conservation district supervisor elections from the districts themselves to the county auditors; this change does not constitute a “new program” or “increased level” of service entitling either the district or the county under RCW 43.135.060 to reimbursement from the state for the expenses of conducting such elections.

July 12, 2001

The Honorable Bob Morton

State Senator, 7th District
P.O. Box 40482
Olympia, WA 98504-0482

Cite as:

AGO 2001 No. 4

Dear Senator Morton:

By letter previously acknowledged, you asked for an opinion on issues pertaining to conservation district elections. Your request seeks our answers to questions involving the effect of the Laws of 1999, ch. 305, on the election of conservation district supervisors. Your questions, which we have paraphrased and re-ordered, ask:

1. Does the enactment of Laws of 1999, ch. 305 result in making the election of conservation district

supervisors subject to the general election laws contained in RCW Title 29, and if so, in what respects?

2. If Question 1 is answered in the affirmative, and conservation districts are required to reimburse county auditors for their proportionate costs pursuant to RCW 29.13.045, are conservation districts eligible for reimbursement under the provisions of RCW 43.135.060?

BRIEF ANSWER

The enactment of Laws of 1999, ch. 305 subjects conservation districts to many of the requirements for elections set forth in RCW Title 29, most notably the requirements of RCW 29.13.020 regarding the dates for elections and of RCW 29.21.010 regarding primaries. Because such elections are neither "new programs" nor "increased levels of service under existing programs" as those terms are used in RCW 43.135.060, conservation districts are not eligible for state reimbursement of their district supervisor election costs.

BACKGROUND

Simply defined, conservation districts are government subdivisions that assist landowners in addressing various environmental issues, including air quality (blowing dust), prevention of groundwater contamination, stream improvement for endangered salmon, dairy waste management, streambank stabilization, irrigation water management, forestland improvement, and erosion control. See RCW 89.08.010.

Each conservation district is governed by a board consisting of five supervisors—two appointed by the state conservation commission and three elected from the district. RCW 89.08.160. Prior to the enactment of the Laws of 1999, ch. 305, conservation district elections were governed by RCW 89.08.190, which established the time and procedure for elections. Under this statute, elections were held during the first quarter of each calendar year. Candidates were nominated by petitions signed by at least 25 district electors. RCW 89.08.190 authorized the Conservation Commission to establish the procedures for elections, canvass the returns, and announce the official results. The statute also provided that supervisors would take office at the first board meeting following the election.

Prior to the Laws of 1999, ch. 305, only those persons who owned or occupied land within a conservation district could vote for the elected supervisors of the district. *Former* RCW 89.08.020. In 1999, the Legislature passed SHB 1747, which changed the qualifications for voters in conservation district elections. Laws of 1999, ch. 305 (codified in scattered sections of RCW 89.08). SHB 1747 removed the voter qualification of "land owner or occupier" and defined the class of voters in conservation district elections as "registered voter[s] in the county where the district is located who reside[] within the district boundary or in the area affected by a petition". See RCW 89.08.020.

This is a significant change for purposes of determining the requirements that govern election of conservation district supervisors, because in many respects, as explained below, RCW Title 29 governs election procedures in special purpose districts where land ownership is not a prerequisite to voting.

ANALYSIS

Question 1. Does the enactment of Laws of 1999, ch. 305 result in making the election of conservation district supervisors subject to the general election laws contained in RCW Title 29, and if so, in what respects?

With certain exceptions, elections generally are governed by RCW Title 29. One such exception is elections at which land ownership [1] is a prerequisite to voting. Such elections are exempt from many of the requirements of RCW Title 29. See RCW 29.13.020 (exempts such elections from timing of election provisions); 29.15.010 (exempts candidates in such elections from the requirement to file a declaration and affidavit for candidacy); and 29.21.010 (exempts such elections from primary election requirement). Thus, by removing the "land owner or occupier" qualification from voters in conservation district elections, the Legislature, by virtue of statutory language previously enacted, automatically changed certain election procedures for conservation districts. See *Bennett v. Hardy*, 113 Wn.2d 912, 926 784 P.2d 1258 (1990) (legislative bodies are presumed to have full knowledge of existing statutes affecting the matter upon which they are legislating).

A. Timing of Elections; RCW 29.13.020

RCW 29.13.020 generally governs the timing of elections. This statute provides that "[a]ll city, town, and *district* general elections shall be held throughout the state of Washington on the first Tuesday following the first Monday in November in the odd-numbered years." RCW 29.13.020(1) (emphasis added). The only relevant exception to this provision is "district elections at which the ownership of property within those districts is a prerequisite to voting, all of which elections shall be held at the times prescribed in the laws specifically applicable thereto". *Id.* § (1)(b). Because RCW 89.08 no longer contains the land ownership qualification for voters, the question arises whether conservation district elections now are subject to the election times established in RCW 29.13.020(1).

Both RCW 29.13.020 and RCW 89.08.190 establish times for holding elections. In this sense, RCW 29.13.020 and RCW 89.08.190 are *in pari materia* because they "relate to the same person or thing [elections], or the same class of persons or things [elections where land ownership is not a voter qualification]." *State v. Yim*, 139 Wn.2d 581, 592, 989 P.2d 512 (1999) (quoting *State v. Houck*, 32 Wn.2d 681, 684, 203 P.2d 693 (1949)). Rules of statutory construction ordinarily require that to the greatest extent possible, when two statutes relate to the same subject, they should be harmonized rather than read to conflict with one another. See *Waste Mgmt. of Seattle, Inc. v. WUTC*, 123 Wn.2d 621, 630, 869 P.2d 1034 (1994). However, when such statutes cannot be harmonized, and one is a

general act and the other is a specific act, the specific act will prevail. *Wark v. Wash. Nat'l Guard*, 87 Wn.2d 864, 867, 557 P.2d 844 (1976).

Here, the two statutes cannot be harmonized. They plainly establish conflicting dates for holding elections. RCW 29.13.020 is the more specific act. It is part of a chapter that relates specifically and only to elections, including district elections, while RCW 89.08.190 is part of a general chapter regarding conservation districts. In addition, RCW 29.13.020 sets a specific date for district elections, while RCW 89.08.190 sets a general date during the first quarter of each calendar year. Therefore, the "timing of election" provision in RCW 29.13.020 prevails over that set forth in RCW 89.08.190.

Thus, even under ordinary rules of statutory construction, RCW 29.13.020 would apply to the exclusion of RCW 89.08.190. In this case, however, the Legislature also has expressly stated its intent that the provisions of RCW 29.13.020 are to govern the dates for holding elections even when other statutes, general or specific, may set a different date. In this respect, RCW 29.13.020(5) provides:

This section shall supersede the provisions of any and all other statutes, whether general or special in nature, having different dates for such city, town, and district elections, the purpose of this section being to establish mandatory dates for holding elections.

Thus, we also reach this conclusion based on the plain language of the statutes. When a statute is not ambiguous, it is not appropriate to look to legislative history to determine the Legislature's intent. *Stroh Brewery v. Dep't of Rev.*, 104 Wn. App. 235, 239, 15 P.3d 692 (2001). Rather, the Legislature's intent is determined by what it said. *King Cy. v. Cent. Puget Sound Growth Mgmt. Hearings Bd.*, 142 Wn.2d 543, 555, 14 P.3d 133 (2000).

The language the Legislature used to establish mandatory election dates in RCW 29.13.020 is not ambiguous. By its very terms, it applies to *all* district elections (unless property ownership is a prerequisite to voting) and applies regardless of the fact that another statute may provide a different date. RCW 29.13.020(5).

Even so, we have reviewed the final bill report of the 1999 legislation and note that it is silent on the subject of legislative intent in this regard. *Young v. Estate of Snell*, 134 Wn.2d 267, 280, 948 P.2d 1291 (1997) (courts look to bill reports to interpret ambiguous statutes and determine the Legislature's intent); *see also Johnson v. Cont'l West, Inc.*, 99 Wn.2d 555, 561, 663 P.2d 482 (1983) (the views of individual legislators do not constitute legislative history). We also must presume that when the Legislature removed the property ownership qualification for district electors, it was aware that the change would make such elections subject to certain mandatory requirements of RCW Title 29. *Bennett*, 113 Wn.2d at 926. Since 1963, RCW 29.13.020 has exempted from its provisions district elections at which ownership of property is a prerequisite to voting. *See* Laws of 1963, ch. 200, § 1. Prior to that time, the statute exempted other special purpose district elections from its provisions. *See* Laws of 1951, ch. 101, § 1 (exempted elections for irrigation districts, port districts, and public utility districts from provisions of RCW 29.13.020). In 1976, the Legislature amended RCW 29.13.020 and stated its intent that all elections shall be subject to the statute's provisions, unless otherwise exempted. *See* RCW 29.13.020; Laws

of 1975-76, 2d Ex. Sess., ch. 3, § 1. At the time this provision was enacted, conservation district elections were exempt from RCW 29.13.020, because only property owners or occupiers could vote in such elections. The enactment of Laws of 1999, ch. 305 removed the "stopper" that had prevented the general election laws from applying to conservation districts. [2]

Thus, we conclude that elections for district supervisors formerly governed by RCW 89.08.190 are now subject to the provisions of RCW 29.13.020. Elections for district supervisors must be held on the first Tuesday after the first Monday in November in odd-numbered years, or pursuant to the special election provisions of RCW 29.13.020(2) in even-numbered years. [3] Similarly, elections regarding the creation, dissolution, or alteration of a conservation district must be held pursuant to RCW 29.13.020. See RCW 89.08.110, .130, .180, .350.

In further response to your first question, we will briefly analyze the extent to which the general election laws in RCW Title 29 now govern conservation district elections. Additional issues may arise concerning the interplay between RCW Title 29 and RCW 89.08 that are not immediately apparent. For this reason, we do not suggest that our analysis identifies and discusses every potential consequence of the 1999 law for conservation district elections.

B. Conduct and Canvass of District Elections; RCW 29.13.020, .040

The county auditor is the ex officio supervisor of all elections held pursuant to RCW 29.13.020. RCW 29.13.020, .040. Because district elections must be held pursuant to RCW 29.13.020, the county auditor is ex officio supervisor of such elections. In addition, the county canvassing board must canvass district elections. For the same reasons set forth above, these statutes prevail over the provisions of RCW 89.08 that authorize the Conservation Commission to supervise and canvass district elections. See RCW 89.08.110, .130, .190, and .350.

C. Time of Taking Office; RCW 29.04.170

The term of office for a conservation district supervisor under RCW 89.08.200 is "three years *and* until his successor is elected and qualified". RCW 89.08.200 (emphasis added). Under RCW 89.08.190, conservation district supervisors take office at the first board meeting following the election. A separate statute in the election code, RCW 29.04.170(2) provides:

For elective offices of counties, cities, towns, and special purpose districts other than school districts where the ownership of property is not a prerequisite of voting, the term of incumbents shall end and the term of successors shall begin after the successor is elected and qualified, and the term shall commence immediately after December 31st following the election. . .

In enacting RCW 29.04, the Legislature intended to "provide a common date for the assumption of office for all the elected officials of counties, cities, towns, and special purpose districts. . .where the ownership of property is not a prerequisite of voting." RCW

29.04.170. Unlike the time for elections and the requirement that the county auditor conduct and canvass elections, we do not believe that RCW 29.04.170 and 89.08.190 are in conflict.

The term of office for a conservation district supervisor is "three years *and* until his successor is appointed or elected and qualified". RCW 89.08.200. The term of office is not inconsistent with RCW 29.04.170. When conservation district supervisors are elected and qualified by December 31st, they can take office immediately thereafter. The conservation district can schedule a board meeting immediately after December 31 to avoid possible inconsistencies in the term of office provisions.

D. Primary Elections for Conservation Districts; RCW 29.21.010

A further question that may be raised by the enactment of Laws of 1999, ch. 305 is whether a primary election is required when more than two persons file for the same district supervisor position. We believe the 1999 changes to RCW 89.08 require a primary election.

Local government primaries are required by RCW 29.21.010, which states:

All city and town primaries shall be nonpartisan. Primaries for special purpose districts, except those districts that require ownership of property within the district as a prerequisite to voting, shall be nonpartisan. City, town, and district primaries shall be held as provided in RCW 29.13.070.

The purpose of this section is to establish the holding of a primary, subject to the exemptions in RCW 29.21.015, as a uniform procedural requirement to the holding of city, town, and district elections. These provisions supersede any and all other statutes, whether general or special in nature, having different election requirements.

As we explained above regarding the timing of elections, we must determine the Legislature's intent regarding the primary election provision by its plain language. The purpose of this statute is to "establish" a primary "as a uniform procedural requirement." *Id.* The Legislature further expressed its intent that RCW 29.21.010 would supersede all other statutes having different requirements. *Id.*

Further, as was the case with respect to the timing of elections, RCW 29.21.010 cannot be harmonized with the district supervisor nomination process set forth in RCW 89.08.190. Under RCW 89.08.190, conservation district supervisors are nominated by petition, which must be signed by at least 25 district electors, and all nominees are placed on the ballot. This provision is in conflict with RCW 29.21.010, which requires a primary election where there are more than two candidates for a supervisor position. These two statutes cannot be harmonized. As with the timing of elections requirement, RCW 29.21.010 is more specific, because it is part of a title that relates specifically and only to elections, while RCW 89.08.190 is part of a chapter regarding conservation districts. Further, the Legislature expressly stated its intent that RCW 29.21.010 will supersede all other statutes, general or specific, having different requirements. RCW 29.21.010. Therefore, conservation district elections are subject to the primary election provisions in RCW 29.21.

E. Requirement for Filing Declaration of Candidacy; RCW 29.15

RCW 29.15.010 requires a candidate for elective office to file a declaration and affidavit of candidacy. This requirement does not apply to candidates for office for which the ownership of property is a prerequisite to voting. When the Legislature enacted the Laws of 1999, ch. 305, it removed conservation district elections from the property ownership exemption. The times for filing declarations of candidacy set forth in RCW 29.15.020 "supersede all other statutes that provide for a different filing period for these offices." RCW 29.15.020(2). Therefore, for the same reasons conservation district elections must be held in accordance with RCW 29.13.020, and a primary must be held pursuant to RCW 29.21.010, the filing requirements of RCW 29.15 apply to candidates for conservation district supervisor.

RCW 29.15.020 requires candidates to file declarations of candidacy between the fourth Monday and the fourth Friday in July of the year they are up for election. This filing schedule applies to offices that are "scheduled to be voted upon . . . at, or in conjunction with, a state general election". RCW 29.15.020(1). The state holds general elections every year. RCW 29.13.010. A special election held in November of even-numbered years under RCW 29.13.020(2)(f) is held *in conjunction with* a state general election under RCW 29.13.010. Therefore, candidates for conservation district supervisor must file according to this schedule, regardless of whether they are on the ballot for a general election or a special election that is held in November of even-numbered years in accordance with RCW 29.13.020(2)(f).

In summary, then, the timing of district elections is governed by RCW 29.13. For those district supervisor elections that occur in odd-numbered years, the election date is the first Tuesday following the first Monday in November. RCW 29.13.020(1). All other conservation district elections must be held pursuant to RCW 29.13.020(2)(governing special elections). RCW 29.13 prevails over provisions in RCW 89.08 that provide for inconsistent election times. See RCW 89.08.110, .190, .350. Likewise, the county auditor conducts and canvasses district elections under Title 29 so the inconsistent provisions in RCW 89.08 no longer apply. See RCW 89.08.110, 130, .190, .350. The change in voter qualification for conservation district elections also makes conservation district elections subject to the primary election requirement of RCW 29.21.010. Candidates for conservation district supervisor must file declarations of candidacy as set forth in RCW 29.15.020 or as determined by the county auditor pursuant to RCW 29.15.170.

Question 2. If Question 1 is answered in the affirmative, and conservation districts are required to reimburse county auditors for their proportionate costs pursuant to RCW 29.13.045, are conservation districts eligible for reimbursement under the provisions of RCW 43.135.060?

Since conservation districts previously conducted their own elections pursuant to RCW 89.08 and bore their costs, your second question essentially asks whether the provisions of RCW 43.135.160 would entitle the districts to state reimbursement now that the same elections are conducted by the county auditor.

Under RCW 29.13.045, conservation districts are liable for their proportionate share of the costs of an election. The purpose of this statute "is to clearly establish that the county is not responsible for any costs involved in the holding of any city, town, or district election." RCW 29.13.045.

The relevant language of RCW 43.135.060(1) provides:

After July 1, 1995, the legislature shall not impose responsibility for new programs or increased levels of service under existing programs on any political subdivision of the state unless the subdivision is fully reimbursed by the state for the costs of the new programs or increases in service levels.

This statute is inapplicable to the recent changes in conservation district election procedures for the reason that district supervisor elections constitute neither a "new program" nor "increased levels of service" under an existing program within the meaning of this statute.

The Washington Supreme Court has defined "programs" and "services" synonymously as "measures designed to accomplish specific public goals and to benefit the public." Moreover, the court has made it plain that to trigger the state reimbursement obligation under this statute, the new or increased public benefit must be quantifiable. *City of Tacoma v. State*, 117 Wn.2d 348, 358, 816 P.2d 7 (1991). District supervisor elections are not new. The 1999 amendment changed the voter qualifications for such elections and, as a result, changed the way district elections are conducted but did not make any fundamental changes in the way conservation districts are governed or the programs they provide to the public. In other words, the changes did not result in any new or increased quantifiable public benefit within the meaning of RCW 43.135.060.

Although the amendment to the definition of "district elector" in RCW 89.08.020 made district elections subject to certain requirements under Title 29, this change does not constitute a "new program" or an "increased level of service". District supervisors always have been selected by election. The change in timing and procedure is a modification to an existing program, not a new program, and it results in no increased level of service to the public. See *Seattle v. State*, 100 Wn.2d 16, 25-26, 666 P.2d 359 (1983).

Accordingly, we conclude that RCW 43.135.060 does not apply, and conservation districts remain liable for the costs of conducting district supervisor elections.

We trust this opinion is of assistance to you.

Sincerely,

SHANNON E. SMITH
Assistant Attorney General
(360) 586-2683

Footnotes

[1] While Title 29 refers to the special voter qualification of "land ownership," the special voter qualification of "land occupier" apparently has been treated consistently as satisfying the land ownership requirement for conservation district elections.

[2] In determining legislative intent, we must consider not only the intent of the 1999 Legislature in changing the voter qualifications for conservation districts but also the intent of the 1963 Legislature in making Title 29 applicable to almost all district elections. No subsequent Legislature has amended the plain language of RCW 29.13.020, expressing a clear intent to supersede all other election laws. The 1999 Legislature could have amended this language to create an exception for conservation districts, but it did not. The "intent of the Legislature," then, involves careful consideration of the intent behind all the statutes that are currently in force and not simply an analysis of the Legislature's state of mind at the time of the most recent amendments.

[3] For sake of consistency, conservation districts may request a special election on the first Tuesday after the first Monday in November of even-numbered years. RCW 29.13.020(2)(f). Conservation districts should be mindful of the timeline for requesting a special election set forth in RCW 29.13.020(2).

Tab 4

WACD and NACD Updates for Thurston CD Board Meeting July 31, 2017

WACD For more information - <http://www.wacd.org/>

1. WACD initiated a newsletter - <http://www.wadistricts.org/2018/06/wacd-spring-newsletter.html>
2. WACD has established a communications committee to develop a plan, including website updating.
3. Work continues on the NACD joint SW/Pacific meeting September 17-20, 2018 in Kennewick.

NACD For more information - <http://www.nacdnet.org/>

1. 2018 NACD Summer Meeting and Southeast Region meeting will occur Aug. 3 – 8, 2018 at Williamsburg. <http://www.nacdnet.org/news-and-events/summer-meeting/>
2. The Southwest/Pacific joint region meeting will be Sept. 17 – 20 in Kennewick.
3. NACD 2019 Annual meeting is Feb. 2 – 6, 2019 in San Antonio. <http://www.nacdnet.org/news-and-events/annual-meeting/>

Washington Conservation Leadership Function

- An orientation and tour of the [Barker Ranch](#), managed by NACD 2nd VP Michael Crowder, near West Richland was held on 7/20 for USDA Under Secretary Bill Northey and Congressman Dan Newhouse. The WSCC, WSDA, NRCS, WACD and others were also represented. Crowder gave a history and overview of the Ranch's operations and then led a tour of the 2,000 acre ranch. With about 40 attending, it was gratifying to see the positive changes in the land over the decades and what a difference "on-the-ground" conservation can make.

-

NACD on 2018 Farm Bill <http://www.nacdnet.org/about-nacd/what-we-do/federal-policy/>

- On June 21st, the House of Representatives passed its version of the farm bill 213-211 after failing during a previous attempt. The following week, the Senate began floor consideration of its version and ultimately passed it by a much wider margin, 86-11 on June 28th. NACD President Van Dyke submitted a letter to the [House](#) and [Senate](#) Ag Committees with NACD's response to their bill and NACD staff have uploaded two blogs on our website which goes into more detail on both the [House](#) and [Senate](#) bills.

Now that each Chamber has passed its version of the farm bill, each party's leadership will appoint members to the conference committee consisting mostly of House and Senate Ag Committee members from both the majority and minority. The House began this process yesterday by voting to go to Conference and [appointing its members](#) and the Senate is expected to follow shortly after. While Congress still has until September 30 to pass a new farm bill, there are many significant differences between the two bills and there are always competing issues for floor time. With the House scheduled to only be in session one more week before they leave for August recess, and only three weeks once they get back after Labor Day, the calendar quickly shrinks before a September 30 deadline.



MEMO

To: TCD Board of Supervisors

From: Sarah Moorehead (*Interim Executive Director*)

Date: August 20th, 2018

Subject: Weekly Staff Updates

I am pleased to see this item included on the agenda. I would like to check in with the full board regarding the continuation of weekly staff update emails. Originally, these updates were provided as an extra report to the board so that new board members could get a sense of what each staff position did on a routine basis. District staff have been compiling these update emails for approximately 18 months, and it is good time to check in and see if they are still useful to the Board of Supervisors.

As a reminder, these reports are generated and compiled by staff on a weekly basis solely for Board Supervisor education. As the staff supervisor, I use other methods of monitoring work plans, deliverables, etc. Given the major reduction in staffing and the increase in responsibilities during this time on each staff member, it has been challenging to maintain appropriate workloads and balance necessary reporting levels with fulfillment of on the ground grant deliverables, as I have reported during prior board meetings in 2018.

I propose that TCD transition back to a monthly reporting tool that is aligned with our annual and strategic plan goals that serves a dual purpose, provided to the Board of Supervisors at each monthly meeting. This will allow TCD to maximize efficiency by directing that the time staff spends on reporting is fulfilling multiple needs: board education, monitoring of grant deliverables and annual plan implementation.

Thank you for your consideration.

Tab 5

Thurston Conservation District

[illegible]

* The Unrestricted Contracted Services Budget and Actual Budget figures do not include the unforeseen expenses of the audit (\$5,700), the election (\$25,000) and the increased insurance premiums.

** The *Projected 2018 End of Year Net Income* shows the District's expected net income at the end of the year. The calculation is Actual (Jan-Jun) Deficit/Surplus + Remaining Deficit/Surplus. In other words, in this case, the Unrestricted figure is (\$127,230 - \$142,031) + (\$151,744-\$178,927). The Restricted figure is (\$310,888-\$305,587)+(\$626,680-\$631,982).

Thurston Conservation District
Profit & Loss Budget vs. Actual - Restricted Funds Detail
January - June 2018

| | RCO | | | Shellfish | | | SSG | | | WSCC | | | DOH | | | Misc | | | Restricted Total | | |
|--------------------------|----------------|----------------|---------------|----------------|----------------|---------------|----------------|----------------|---------------|----------------|----------------|---------------|----------------|----------------|---------------|----------------|----------------|---------------|------------------|----------------|---------------|
| | 2018 Budget | FY18 Actual | % Realized | 2018 Budget | FY18 Actual | % Realized | 2018 Budget | FY18 Actual | % Realized | 2018 Budget | FY18 Actual | % Realized | 2018 Budget | FY18 Actual | % Realized | 2018 Budget | FY18 Actual | % Realized | 2018 Budget | FY18 Actual | % Realized |
| Total Income | 150,702 | 68,765 | 46% | 247,475 | 77,787 | 31% | 93,430 | 59,457 | 64% | 157,505 | 77,218 | 49% | 146,519 | 0 | 0 | 141,937 | 27,661 | 19% | 937,568 | 310,888 | 33% |
| Expenses | | | | | | | | | | | | | | | | | | | | | |
| Salaries and Benefits | 103,786 | 48,282 | 0 | 87,214 | 32,462 | 0 | 59,647 | 27,904 | 0 | 115,666 | 49,923 | 0 | 73,331 | 0 | 0 | 122,312 | 18,502 | 0 | 561,956 | 177,074 | 0 |
| Overhead | | | | 21,804 | 8,116 | 0 | 5,490 | 5,807 | 1 | 28,917 | 12,301 | 0 | 18,333 | 0 | 0 | 18,553 | 3,297 | 0 | 93,097 | 29,521 | 0 |
| Supplies | 498 | 1,677 | 3 | 10,241 | 1,890 | 0 | 5,130 | 3,887 | 1 | 4,324 | 175 | 0 | 3,000 | 0 | 0 | 0 | 125 | 0 | 23,193 | 7,753 | 0 |
| Professional Services | 41,437 | 16,731 | 0 | 86,390 | 30,783 | 0 | 300 | 0 | 0 | 0 | 5,335 | 0 | 0 | 0 | 0 | 0 | 2,661 | 128,127 | 55,510 | 0 | |
| Contracted Services | 1,500 | 289 | 0 | 24,992 | 0 | 0 | 12,944 | 14,486 | 1 | | | | 50,905 | 0 | 0 | | | | 90,341 | 14,775 | 0 |
| Travel | 3,481 | 4,226 | 1 | 1,836 | 963 | 1 | 4,000 | 1,998 | 0 | 2,240 | 2,767 | 1 | 950 | 0 | 0 | 364 | 1,026 | 3 | 12,871 | 10,979 | 1 |
| Facilities and Utilities | | | | | | | | | | | | | | | | | | | | | |
| Cost Share | | | | | | | | | | 0 | 7,722 | | | | | | | | 0 | 7,722 | |
| Other | 0 | 611 | | 15,000 | 26 | 0 | 5,919 | 677 | 0 | 6,359 | 800 | 0 | | | | 708 | 138 | 0 | 27,986 | 2,253 | 0 |
| Total Expenses | 150,702 | 71,817 | 0 | 247,477 | 74,240 | 0 | 93,430 | 54,759 | 1 | 157,506 | 79,024 | 1 | 146,519 | 0 | 0 | 141,937 | 25,748 | 0 | 937,571 | 305,587 | 0 |
| | | | | | | | | | | | | | | | | | | | | | |
| Net Revenue | 0 | (3,052) | 0 | (2) | 3,547 | 0 | 0 | 4,698 | 0 | (1) | (1,806) | 0 | 0 | 0 | 0 | 0 | 1,913 | 0 | (3) | 5,301 | 0 |



Mary Hall AUDITOR

June 21, 2018

Dear Jurisdiction,

Attached you will find your invoice, costs breakdown sheet, and allocation factor spreadsheet for the March 3, 2018 Conservation District Election.

Your invoice contains two separate lines with charges. These lines are used for internal accounting purposes.

Please send one check for the amount on the total line. Payment needs to be in our office by July 31, 2018.

If you have any questions regarding this invoice, please call me at 360.786.5408.

Sincerely,

Tillie Naputi-Pullar
Elections Manager
Thurston County Auditor's Office
naputit@co.thurston.wa.us

Elections
2000 Lakeridge Dr SW, Bldg 1 Rm 118
Olympia, WA 98502
Phone: 360.786.5408
Fax: 360.786.5223

Ballot Processing Center
2905 29th Avenue SW, Ste E & F
Tumwater, WA 98512
Phone: 360.786.5408
Fax: 360.705.3518

Financial Services
929 Lakeridge Dr SW, Rm 226
Olympia, WA 98502
Phone: 360.786.5402
Fax: 360.357.2481

Licensing and Recording
2000 Lakeridge Dr SW, Bldg 1 Rm 106
Olympia, WA 98502
Licensing Phone: 360.786.5406
Recording Phone: 360.786.5405
Fax: 360.786.5223



INVOICE

Thurston County Auditor

Elections Division

Tillie Naputi-Pullar, Elections Manager
2000 Lakeridge Drive SW, Olympia, WA 98502
Phone 360.786.5408 Fax 360.786.5223
naputit@co.thurston.wa.us

INVOICE # 9551-9552
DATE: JUNE 21, 2018

TO Thurston Conservation District
Sarah Moorehead
2918 Ferguson St SW Ste A
Tumwater, WA 98512

Please send payments to:
Thurston County Auditor
2000 Lakeridge Drive SW
Olympia, WA 98502

| CUSTOMER NUMBER | JOB | PAYMENT TERMS | DUE DATE |
|-----------------|-------------------------------------|----------------|----------|
| | 2018 Conservation District Election | Within 30 days | |

| QTY | DESCRIPTION | UNIT PRICE | LINE TOTAL |
|-------|--|------------|-------------|
| | Election Services - Conservation District Election | | |
| | 0102A231 341450 02017 | 21,678.42 | \$21,678.42 |
| | 1090A231 341450 02017 | 3,251.76 | \$3,251.76 |
| TOTAL | | | \$24,930.18 |

Please submit payment or financial form within 30 days. If you have questions, please call Tillie Naputi-Pullar at (360) 786-5408.
THANK YOU FOR YOUR BUSINESS!

| Thurston County Elections Conservation District Election 3-Mar-18 Billing Worksheet | Allowable Costs | Items in Categories | Totals |
|--|---------------------------|--|-----------|
| | Salaries & Wages | 510000 Salaries | 12,128.81 |
| | | 515000 Overtime | 0.00 |
| | | 516000 Extra or temporary help | 2,282.75 |
| | | 521000 Social Security | 1,088.20 |
| | | 522000 Retirement | 1,540.40 |
| | | 523000 Medical/Dental/Life | 1,870.97 |
| | | 524000 Workers Compensation | 83.87 |
| | | 525000 Unemployment Compensation | 43.23 |
| | | 527000 Long Term Disability | 69.15 |
| | | 531000 Supplies (envelope order and ballot stock | 2,098.78 |
| | Other Services & Charges. | 542000 Communication | 78.00 |
| | | 592003 IF Communications Postage | 394.26 |
| | | General Election Costs | 21,678.42 |
| | | Add: Overhead (Costs x 15%) | |
| | | Total General Election Costs | 21,678.42 |
| | | Less Minimum Fees= 1 jurisdictions @ \$300 | 300.00 |
| | | General Election Costs to be Allocated | 21,378.42 |
| | | | 3,251.76 |

| Allocation Factor of 1 plus .2 Thurston County | | | | | | | | | | | | |
|---|-------------------|-------------------|-----------------------|------------------------------|------------------------|------------------------------|-----------------|--------------|---------------------|--------------|-------------|-------------------------|
| Conversation District March 3, 2018 | | | | | | | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | Total Cost | | 10 | 11 | 12 | 13 |
| TOTAL ALLOCATED COST | | | | \$ | 21,378 | | 8 | 9 | Adjusted TOTAL COST | Fund 0010 | Fund 1090 | Check Fields TOTAL COST |
| Jurisdiction | Registered Voters | Issues & Office # | Issue and Office Fact | Weighted Registration Factor | Percentage Cost Factor | Allocation of Election Costs | Total Basic Fee | Direct Costs | | | | |
| TC Conservation | 173,033 | 1 | 1 | 173,033.00 | 1.000000 | \$ 21,378.42 | 300.00 | | \$ 21,678.42 | \$ 21,678.42 | \$ 3,251.76 | \$ 24,930.18 |
| TOTALS | 173,033 | 1 | 1 | 173,033 | 1.000000 | \$ 21,378.42 | \$ 300 | \$ - | \$ 21,678.42 | \$ 21,678.42 | \$ 3,251.76 | \$ 24,930.18 |

Tab 6

| <u>Date</u> | <u>Check #</u> | through | <u>Check #</u> | <u>Totaling</u> | <u>Voided Check #'s</u> |
|-------------|----------------|---------|----------------|-----------------|-------------------------|
| 7/20/2018 | 19642 | | 19666 | 57,267.21 | |

Detail

The following checks were written on Timberland Bank:

| | | | | | |
|-----------|------------|--|------------|-----------|-------------------|
| 6/4/2018 | EFT | | EFT | 3,995.32 | IRS Payroll Tax |
| 6/6/2018 | EFT | | EFT | 2,523.56 | Insurance Premium |
| 6/7/2018 | dd04251824 | | dd04251831 | 9,973.26 | Payroll |
| 6/13/2018 | EFT | | EFT | 2,782.02 | IRS Payroll Tax |
| 6/13/2018 | EFT | | EFT | 2,969.88 | IRS Payroll Tax |
| 6/14/2018 | 19643 | | 19655 | 5,417.71 | Accounts payable |
| 6/14/2018 | EFT | | EFT | 5,412.52 | DRS - PERS |
| 6/21/2018 | 19656 | | 19667 | 14,304.89 | Accounts payable |
| 6/22/2018 | dd04251832 | | dd04251838 | 9,865.97 | Payroll |
| 6/27/2018 | EFT | | EFT | 22.08 | DRS - PERS |

Total 57,267.21

Richard Mankamyer, Board Auditor

Date

2:53 PM

08/01/18

Thurston Conservation District
Payroll Transactions by Payee
 June 2018

| Date | Name | Num | Type | Memo | Account | Amount |
|--|------------------------|----------|-----------------|-------------------|------------------------|-------------------|
| Colonial Supplemental Insurance | | | | | | |
| 06/14/2018 | Colonial Supplement... | 19655 | Liability Check | | 3081001 · 308.10.01... | -26.20 |
| 06/27/2018 | Colonial Supplement... | 19667 | Liability Check | | 3081001 · 308.10.01... | -26.20 |
| Total Colonial Supplemental Insurance | | | | | | -52.40 |
| Dept of Retirement Systems | | | | | | |
| 06/12/2018 | Dept of Retirement ... | EFT | Liability Check | 2358 | 3081001 · 308.10.01... | -5,412.52 |
| Total Dept of Retirement Systems | | | | | | -5,412.52 |
| EFT Payment | | | | | | |
| 06/01/2018 | EFT Payment | EFT | Liability Check | May 1 - May 15 | 3081001 · 308.10.01... | -3,995.32 |
| 06/12/2018 | EFT Payment | EFT | Liability Check | May 16 - May ... | 3081001 · 308.10.01... | -2,782.02 |
| 06/12/2018 | EFT Payment | EFT | Liability Check | Jun 1 - Jun 15 | 3081001 · 308.10.01... | -2,969.88 |
| Total EFT Payment | | | | | | -9,747.22 |
| QuickBooks Payroll Service | | | | | | |
| 06/07/2018 | QuickBooks Payroll ... | | Liability Check | Adjusted for v... | 3081001 · 308.10.01... | -8,945.18 |
| 06/07/2018 | QuickBooks Payroll ... | | Liability Check | Created by P... | 3081001 · 308.10.01... | -1,028.08 |
| 06/22/2018 | QuickBooks Payroll ... | | Liability Check | Created by P... | 3081001 · 308.10.01... | -9,865.97 |
| Total QuickBooks Payroll Service | | | | | | -19,839.23 |
| Berger, Kathleen T | | | | | | |
| 06/08/2018 | Berger, Kathleen T | dd042... | Paycheck | Direct Deposit | 3081001 · 308.10.01... | 0.00 |
| 06/25/2018 | Berger, Kathleen T | dd042... | Paycheck | Direct Deposit | 3081001 · 308.10.01... | 0.00 |
| Total Berger, Kathleen T | | | | | | 0.00 |
| Bishop, Stephanie E | | | | | | |
| 06/08/2018 | Bishop, Stephanie E | dd042... | Paycheck | Direct Deposit | 3081001 · 308.10.01... | 0.00 |
| 06/25/2018 | Bishop, Stephanie E | dd042... | Paycheck | Direct Deposit | 3081001 · 308.10.01... | 0.00 |
| Total Bishop, Stephanie E | | | | | | 0.00 |
| Hatch-Winecka, Amy B | | | | | | |
| 06/08/2018 | Hatch-Winecka, Am... | dd042... | Paycheck | Direct Deposit | 3081001 · 308.10.01... | 0.00 |
| 06/25/2018 | Hatch-Winecka, Am... | dd042... | Paycheck | Direct Deposit | 3081001 · 308.10.01... | 0.00 |
| Total Hatch-Winecka, Amy B | | | | | | 0.00 |
| Healy, Mara E | | | | | | |
| 06/08/2018 | Healy, Mara E | dd042... | Paycheck | VOID: Direct ... | 3081001 · 308.10.01... | 0.00 |
| 06/08/2018 | Healy, Mara E | dd042... | Paycheck | Direct Deposit | 3081001 · 308.10.01... | 0.00 |
| 06/25/2018 | Healy, Mara E | dd042... | Paycheck | Direct Deposit | 3081001 · 308.10.01... | 0.00 |
| Total Healy, Mara E | | | | | | 0.00 |
| Moorehead, Sarah | | | | | | |
| 06/08/2018 | Moorehead, Sarah | dd042... | Paycheck | Direct Deposit | 3081001 · 308.10.01... | 0.00 |
| 06/25/2018 | Moorehead, Sarah | dd042... | Paycheck | Direct Deposit | 3081001 · 308.10.01... | 0.00 |
| Total Moorehead, Sarah | | | | | | 0.00 |
| Warren, Nicole A | | | | | | |
| 06/08/2018 | Warren, Nicole A | dd042... | Paycheck | Direct Deposit | 3081001 · 308.10.01... | 0.00 |
| 06/25/2018 | Warren, Nicole A | dd042... | Paycheck | Direct Deposit | 3081001 · 308.10.01... | 0.00 |
| Total Warren, Nicole A | | | | | | 0.00 |
| White, Nora E | | | | | | |
| 06/08/2018 | White, Nora E | dd042... | Paycheck | Direct Deposit | 3081001 · 308.10.01... | 0.00 |
| 06/25/2018 | White, Nora E | dd042... | Paycheck | Direct Deposit | 3081001 · 308.10.01... | 0.00 |
| Total White, Nora E | | | | | | 0.00 |
| TOTAL | | | | | | -35,051.37 |

EFTPS

Electronic Federal Tax Payment System

[HOME](#)[ENROLLMENT](#)[MY PROFILE](#)[PAYMENTS](#)[HELP & INFORMATION](#)[CONTACT US](#)[LOGOUT](#)

TAXPAYER NAME: THURSTON CONSERVATION DISTRICT

TIN: xxxxx1612

Deposit Confirmation

Your payment has been accepted.

Payment Successful

An EFT Acknowledgement Number has been provided for this payment. Please keep this number for your records.

REMINDER: REMEMBER TO FILE ALL RETURNS WHEN DUE!

EFT ACKNOWLEDGEMENT NUMBER:

27085553813385

PLEASE NOTE

Any amounts represented in the subcategories of Social Security, Medicare, and Income Tax Withholding are for informational purposes only.

Payment Information**Entered Data**

| | |
|------------------------|---------------------------|
| Taxpayer EIN | xxxxx1612 |
| Tax Form | 941 Employers Federal Tax |
| Tax Type | Federal Tax Deposit |
| Tax Period | Q2/2018 |
| Payment Amount | \$3,995.32 |
| Settlement Date | 06/04/2018 |
| Subcategories: | |
| 1 Social Security | \$2,139.04 |
| 2 Medicare | \$500.28 |
| 3 Tax Withholding | \$1,356.00 |
| Account Number | xxxxx6854 |
| Account Type | CHECKING |
| Routing Number | 325170754 |
| Bank Name | TIMBERLAND BANK |

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Electronic Federal Tax Payment System® and EFTPS® are registered servicemarks of the U.S. Department of the Treasury's Bureau of the Fiscal Service.

TAXPAYER NAME: THURSTON CONSERVATION DISTRICT

TIN: xxxxx1612

Deposit Confirmation

Your payment has been accepted.

Payment Successful

An EFT Acknowledgement Number has been provided for this payment. Please keep this number for your records.

REMINDER: REMEMBER TO FILE ALL RETURNS WHEN DUE!

| | |
|-----------------------------|-----------------|
| EFT ACKNOWLEDGEMENT NUMBER: | 270850454291010 |
|-----------------------------|-----------------|

PLEASE NOTE

Any amounts represented in the subcategories of Social Security, Medicare, and Income Tax Withholding are for informational purposes only.

| Payment Information | Entered Data |
|---------------------|---------------------------|
| Taxpayer EIN | xxxxx1612 |
| Tax Form | 941 Employers Federal Tax |
| Tax Type | Federal Tax Deposit |
| Tax Period | Q2/2018 |
| Payment Amount | \$2,782.02 |
| Settlement Date | 06/13/2018 |
| Subcategories: | |
| 1 Social Security | \$1,559.34 |
| 2 Medicare | \$364.68 |
| 3 Tax Withholding | \$858.00 |
| Account Number | xxxxx8554 |
| Account Type | CHECKING |
| Routing Number | 325170754 |
| Bank Name | TIMBERLAND BANK |

TAXPAYER NAME: THURSTON CONSERVATION DISTRICT

TIN: xxxxx1612

Deposit Confirmation

Your payment has been accepted.

Payment Successful

An EFT Acknowledgement Number has been provided for this payment. Please keep this number for your records.

REMINDER: REMEMBER TO FILE ALL RETURNS WHEN DUE!

| | |
|------------------------------------|-----------------|
| EFT ACKNOWLEDGEMENT NUMBER: | 270850444267610 |
|------------------------------------|-----------------|

PLEASE NOTE

Any amounts represented in the subcategories of Social Security, Medicare, and Income Tax Withholding are for informational purposes only.

| Payment Information | Entered Data |
|--------------------------|---------------------------|
| Taxpayer EIN | xxxxx1612 |
| Tax Form | 941 Employers Federal Tax |
| Tax Type | Federal Tax Deposit |
| Tax Period | Q2/2018 |
| Payment Amount | \$2,989.88 |
| Settlement Date | 08/13/2018 |
| Subcategories: | |
| 1 Social Security | \$1,652.44 |
| 2 Medicare | \$386.44 |
| 3 Tax Withholding | \$931.00 |
| Account Number | xxxxx8554 |
| Account Type | CHECKING |
| Routing Number | 325170754 |
| Bank Name | TIMBERLAND BANK |

Thurston Conservation District
Check Detail
June 14, 2018

11:26 AM
06/14/2018

| Num | Date | Name | Account | Paid Amount |
|--|------------|--|---------------------------------|-------------|
| 3081001 - 308.10.01 Cash TimberLand Bank | | | | |
| 19643 | 06/14/2018 | A & L Western Agricultural Laboratories | | |
| 209589 | 05/21/2018 | ASMNT:A098- Soil Tests | 5314117 - Soil Testing | -263.20 |
| | | | | -263.20 ✓ |
| 19644 | 06/14/2018 | Bishop, Stephanie | | |
| PO 8249 | 05/24/2018 | GREEN:G019.28 Dawkins | 5313103 - Project Supplies | -13.17 |
| | | GREEN:G019.28 Dawkins | 5313103 - Project Supplies | -53.40 |
| | | | | -66.57 ✓ |
| 19645 | 06/14/2018 | Brian Thompson | | |
| 8222 | 06/05/2018 | MISC:M065 - Soil Health | 5314100 - Professional Services | -100.00 |
| | | | | -100.00 ✓ |
| 19646 | 06/14/2018 | Gerry Allard | | |
| 8250 | 06/04/2018 | GREEN:G019-SS GREEN(General) | 5313103 - Project Supplies | -67.92 |
| | | | | -67.92 ✓ |
| 19647 | 06/14/2018 | Half Moon Sanitation | | |
| 39519 | 06/20/2018 | MISC:M0120 - Pacific Mountain | 5313103 - Project Supplies | -125.00 |
| | | | | -125.00 ✓ |
| 19648 | 06/14/2018 | Hatch-Winecka, Amy B (employee) | | |
| | 05/31/2018 | RCO:R011.2 - Lead Entlty 11-1483P | 5314305 - Meals / Per Diems | -48.00 |
| | | RCO:R011.2 - Lead Entlty 11-1483P | 5314305 - Meals / Per Diems | -64.00 |
| | | RCO:R011.2 - Lead Entlty 11-1483P | 5314305 - Meals / Per Diems | -64.00 |
| | | RCO:R011.2 - Lead Entlty 11-1483P | 5314305 - Meals / Per Diems | -64.00 |
| | | RCO:R011.2 - Lead Entlty 11-1483P | 5314305 - Meals / Per Diems | -64.00 |
| | | RCO:R011.2 - Lead Entlty 11-1483P | 5314307 - Parking fees | -55.20 |
| | | RCO:R011.2 - Lead Entlty 11-1483P | 5314306 - Airfare | -739.01 |
| | | RCO:R011.2 - Lead Entlty 11-1483P | 5314305 - Meals / Per Diems | -25.00 |
| | | RCO:R011.2 - Lead Entlty 11-1483P | 5314303 - Lodging | -1,200.09 |
| | | | | -2,323.30 ✓ |
| 19649 | 06/14/2018 | North Thurston Public Schools | | |
| 1718000327 | 04/12/2018 | GREEN:G019.27 Prairies and Pollinators G | 5314114 - Substitute Teachers | -82.01 |
| 1718000408 | 05/23/2018 | GREEN:G019.105 NOAA Grant | 5314114 - Substitute Teachers | -82.01 |
| | | GREEN:G019.105 NOAA Grant | 5314112 - Bus Transportation | -175.26 |
| | | | | -339.28 ✓ |

Thurston Conservation District
Check Detail
June 14, 2018

11:26 AM

06/14/2018

| Num | Date | Name | Account | Paid Amount |
|--|------------|--|---------------------------------|-------------|
| 3081001 - 308.10.01 Cash TimberLand Bank | | | | |
| 19643 | 06/14/2018 | A & L Western Agricultural Laboratories | | |
| 209589 | 05/21/2018 | ASMNT:A098- Soil Tests | 5314117 - Soil Testing | -263.20 |
| | | | | -263.20 ✓ |
| 19644 | 06/14/2018 | Bishop, Stephanie | | |
| PO 8249 | 05/24/2018 | GREEN:G019.28 Dawkins | 5313103 - Project Supplies | -13.17 |
| | | GREEN:G019.28 Dawkins | 5313103 - Project Supplies | -53.40 |
| | | | | -66.57 ✓ |
| 19645 | 06/14/2018 | Brian Thompson <i>Speaker Fee</i> | | |
| 8222 | 06/05/2018 | MISC:M065 - Soil Health | 5314100 - Professional Services | -100.00 |
| | | | | -100.00 ✓ |
| 19646 | 06/14/2018 | Gerry Allard | | |
| 8250 | 06/04/2018 | GREEN:G019-SS GREEN(General) | 5313103 - Project Supplies | -67.92 |
| | | | | -67.92 ✓ |
| 19647 | 06/14/2018 | Half Moon Sanitation | | |
| 39519 | 06/20/2018 | MISC:M0120 - Pacific Mountain | 5313103 - Project Supplies | -125.00 |
| | | | | -125.00 ✓ |
| 19648 | 06/14/2018 | Hatch-Winecka, Amy B (employee) | | |
| | 05/31/2018 | RCO:R011.2 - Lead Entity 11-1483P | 5314305 - Meals / Per Diems | -48.00 |
| | | RCO:R011.2 - Lead Entity 11-1483P | 5314305 - Meals / Per Diems | -64.00 |
| | | RCO:R011.2 - Lead Entity 11-1483P | 5314305 - Meals / Per Diems | -64.00 |
| | | RCO:R011.2 - Lead Entity 11-1483P | 5314305 - Meals / Per Diems | -64.00 |
| | | RCO:R011.2 - Lead Entity 11-1483P | 5314305 - Meals / Per Diems | -64.00 |
| | | RCO:R011.2 - Lead Entity 11-1483P | 5314307 - Parking fees | -55.20 |
| | | RCO:R011.2 - Lead Entity 11-1483P | 5314306 - Airfare | -739.01 |
| | | RCO:R011.2 - Lead Entity 11-1483P | 5314305 - Meals / Per Diems | -25.00 |
| | | RCO:R011.2 - Lead Entity 11-1483P | 5314303 - Lodging | -1,200.09 |
| | | | | -2,323.30 ✓ |
| 19649 | 06/14/2018 | North Thurston Public Schools | | |
| 1718000327 | 04/12/2018 | GREEN:G019.27 Prairies and Pollinators G | 5314114 - Substitute Teachers | -82.01 |
| 1718000408 | 05/23/2018 | GREEN:G019.105 NOAA Grant | 5314114 - Substitute Teachers | -82.01 |
| | | GREEN:G019.105 NOAA Grant | 5314112 - Bus Transportation | -175.26 |
| | | | | -339.28 ✓ |



Washington State Department of Retirement Systems
Electronic Payments
Completed Payment Advice

Employer: THURSTON CONSERVATION DISTRICT
Report Period: 05/2018
Retirement Due Date: 06/15/2018
Payment Status: Submitted (06-12-18 3:29:33 PM by S. Shelton)

| System | Report Group/Invoice # | Amount | | | |
|---------------------------------------|------------------------|-------------|-------------|-------------|-----------|
| Deferred Compensation Program Payment | | | | | |
| DCP | 919 | 15.00 | | | |
| Total Amount for DCP: | | | | | 15.00 |
| Plan 1 Payments | | | | | |
| PERS | 2358 | 0.00 | | | |
| Total Amount for Plan 1: | | | | | 0.00 |
| Plan 2 Payments | | | | | |
| PERS | 2358 | 2894.95 | | | |
| Total Amount for Plan 2: | | | | | 2894.95 |
| Plan 3 Payments | | | | | |
| | | DB Employer | DC WSIB | DC Self | |
| PERS | 2358 | 1687.10 | 137.05 | 678.42 | 2502.57 |
| | | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | |
| Total Amount for Plan 3: | | | | | 2502.57 |
| Total Payment Amount: | | | | | 5412.52 |
| Scheduled Date of Payment: | | | | | 6/14/2018 |

Thurston Conservation District

Check Detail

June 21, 2018

12:35 PM
06/21/2018

| Type | Num | Date | Name | Account | Paid Amount |
|-------|-------|------------|--|--------------------------------------|-------------|
| Check | 19656 | 06/21/2018 | Puget Sound Restoration Fund | 5314100 · Professional Services | -9,943.00 ✓ |
| | | 05/31/2018 | Shellfish Fund:SF-28%:SF- Grants to Others | | |
| Check | 19657 | 06/21/2018 | Puget Sound Energy | 5314701 · Electricity | -159.91 |
| | | 06/15/2018 | ASMNT:A010-Overhead | 5314703 · Utility - Gas | -87.26 |
| | | | ASMNT:A010-Overhead | | -247.17 ✓ |
| Check | 19658 | 06/21/2018 | Pioneer Fuel | 5313201 · Vehicle Fuel | -95.72 ✓ |
| | | 05/31/2018 | ASMNT:A010-Overhead | | |
| Check | 19659 | 06/21/2018 | Pacific Disposal | 5314702 · Garbage Service | -29.44 |
| | | 06/01/2018 | ASMNT:A010-Overhead | 5314702 · Garbage Service | -22.20 |
| | | 06/01/2018 | ASMNT:A010-Overhead | | -51.64 ✓ |
| Check | 19660 | 06/21/2018 | Office Team | 5314100 · Professional Services | -850.00 ✓ |
| | | 05/30/2018 | ASMNT:A010-Overhead- | | |
| Check | 19661 | 06/21/2018 | Minuteman Press | 5314203 · Copy and Printing Services | -209.94 ✓ |
| | | 06/13/2018 | ASMNT:A010-Overhead | | |
| Check | 19662 | 06/21/2018 | Jan-Pro Cleaning Systems | 5314104 · Janitorial Services | -56.25 ✓ |
| | | 05/25/2018 | ASMNT:A010-Overhead | | |
| Check | 19663 | 06/21/2018 | Hatch-Winecka; Amy B (employee) | 5314304 · Mileage | -87.74 |
| | | 06/11/2018 | RCO:R011.2 - Lead Entity 11-1483P | 5314305 · Meals / Per Diems | -15.00 |
| | | | RCO:R011.2 - Lead Entity 11-1483P | | -102.74 ✓ |
| Check | 19664 | 06/21/2018 | Grays Harbor Conservation District | 5314100 · Professional Services | -992.82 ✓ |
| | | 05/04/2018 | MISC:M0120 - Pacific Mountain | | |

Thurston Conservation District

Check Detail

June 21, 2018

12:35 PM
06/21/2018

| Type | Num | Date | Name | Account | Paid Amount |
|-------|-------|------------|--|--------------------------------------|------------------|
| Check | 19656 | 06/21/2018 | Puget Sound Restoration Fund | | |
| | | 05/31/2018 | Shellfish Fund:SF-28%:SF- Grants to Others | 5314100 - Professional Services | -9,943.00 ✓ |
| Check | 19657 | 06/21/2018 | Puget Sound Energy | | |
| | | 06/15/2018 | ASMNT:A010-Overhead | 5314701 - Electricity | -159.91 |
| | | | ASMNT:A010-Overhead | 5314703 - Utility - Gas | -87.26 |
| | | | | | <u>-247.17</u> ✓ |
| Check | 19658 | 06/21/2018 | Pioneer Fuel | | |
| | | 05/31/2018 | ASMNT:A010-Overhead | 5313201 - Vehicle Fuel | -95.72 ✓ |
| Check | 19659 | 06/21/2018 | Pacific Disposal | | |
| | | 06/01/2018 | ASMNT:A010-Overhead | 5314702 - Garbage Service | -29.44 |
| | | 06/01/2018 | ASMNT:A010-Overhead | 5314702 - Garbage Service | -22.20 |
| | | | | | <u>-51.64</u> ✓ |
| Check | 19660 | 06/21/2018 | OfficeTeam | | |
| | | 05/30/2018 | ASMNT:A010-Overhead- | 5314100 - Professional Services | -850.00 ✓ |
| Check | 19661 | 06/21/2018 | Minuteman Press | | |
| | | 06/13/2018 | ASMNT:A010-Overhead | 5314203 - Copy and Printing Services | -209.94 ✓ |
| Check | 19662 | 06/21/2018 | Jan-Pro Cleaning Systems | | |
| | | 05/25/2018 | ASMNT:A010-Overhead | 5314104 - Janitorial Services | -56.25 ✓ |
| Check | 19663 | 06/21/2018 | Hatch-Winecka, Amy B (employee) | | |
| | | 06/11/2018 | RCO:R011.2 - Lead Entity 11-1483P | 5314304 - Mileage | -87.74 |
| | | | RCO:R011.2 - Lead Entity 11-1483P | 5314305 - Meals / Per Diems | -15.00 |
| | | | | | <u>-102.74</u> ✓ |
| Check | 19664 | 06/21/2018 | Grays Harbor Conservation District | | |
| | | 05/04/2018 | MISC:M0120 - Pacific Mountain | 5314100 - Professional Services | -992.82 ✓ |



Washington State Department of Retirement Systems
Electronic Payments
Completed Payment Advice

Employer: THURSTON CONSERVATION DISTRICT
Report Period: 03/2018
Retirement Due Date: 04/15/2018
Payment Status: Submitted (06-25-18 1:42:14 PM by S. Shelton)

| System | Report Group/Invoice # | Amount | | | |
|---------------------------------------|------------------------|---------|---------|------|-----------|
| Deferred Compensation Program Payment | | | | | |
| DCP | 919 | 0.00 | | | |
| Total Amount for DCP: | | 0.00 | | | |
| Plan 1 Payments | | | | | |
| PERS | 2358 | 0.00 | | | |
| Total Amount for Plan 1: | | 0.00 | | | |
| Plan 2 Payments | | | | | |
| PERS | 2358 | 15.92 | | | |
| Total Amount for Plan 2: | | 15.92 | | | |
| Plan 3 Payments | | | | | |
| | DB Employer | DC WSIB | DC Self | | |
| PERS | 2358 | 6.16 | 0.00 | 0.00 | 6.16 |
| | | 0.00 | 0.00 | 0.00 | |
| Total Amount for Plan 3: | | | | | 6.16 |
| Total Payment Amount: | | | | | 22.08 |
| Scheduled Date of Payment: | | | | | 6/27/2018 |

Thurston Conservation District
Profit & Loss Budget vs. Actual - Summary
January - June 2018

| | Unrestricted Funds | | | | Restricted Funds *** | | | | Total Funds | | | |
|--|--------------------|-----------------|---------------------------------|----------------------|----------------------|-----------------|---------------------------------|----------------------|------------------|-----------------|---------------------------------|----------------------|
| | 2018 Budget | FY18 Ytd Actual | Expected Additional 2018 Income | % of Budget Realized | 2018 Budget | FY18 Ytd Actual | Expected Additional 2018 Income | % of Budget Realized | 2018 Budget | FY18 Ytd Actual | Expected Additional 2018 Income | % of Budget Realized |
| Income | | | | | | | | | | | | |
| Remaining 2017 Assessment | 100,000 | 14,249 | 0 | 14% | | | | | | | | |
| Assessment Collections | | 15,073 | 15,073 | | | | | | | | | |
| Grant Overhead | 109,656 | 33,995 | 75,661 | 31% | | | | | | | | |
| WSCC Implementation | 90,202 | 37,149 | 53,053 | 41% | | | | | | | | |
| Plant Sale | 25,500 | 18,808 | 0 | 74% | | | | | | | | |
| Equipment Rental | 3,460 | 1,835 | 1,835 | 53% | | | | | | | | |
| Soil Testing | 5,000 | 4,397 | 4,397 | 88% | | | | | | | | |
| Misc. Revenue | 700 | 1,724 | 1,724 | 246% | | | | | | | | |
| Total Income | 334,518 | 127,230 | 151,743 | | 937,568 | 310,888 | 626,680 | 33% | 1,272,086 | 438,118 | 833,968 | 34% |
| | | | | | | | | | | | | |
| | 2018 Budget | FY18 Ytd Actual | Remaining Budget | % of Budget Expended | 2018 Budget | FY18 Ytd Actual | Remaining Budget | % of Budget Expended | 2018 Budget | FY18 Ytd Actual | Remaining Budget | % of Budget Expended |
| Expenses | | | | | | | | | | | | |
| Salaries and Benefits | 149,799 | 45,320 | 104,479 | 0 | 561,956 | 177,074 | 384,882 | 0 | 711,755 | 222,394 | 489,361 | 0 |
| Overhead | | | | | 93,097 | 29,521 | 63,576 | 0 | 93,097 | 29,521 | 63,576 | 0 |
| Supplies | 15,406 | 16,000 | (594) | 1 | 23,193 | 7,753 | 15,440 | 0 | 38,599 | 23,754 | 14,845 | 1 |
| Professional Services | 1,500 | 1,608 | (108) | 1 | 128,127 | 55,510 | 72,617 | 0 | 129,627 | 57,117 | 72,510 | 0 |
| Contracted Services* | 33,230 | 40,208 | (6,978) | 1 | 90,341 | 14,775 | 75,566 | 0 | 123,571 | 54,983 | 68,588 | 0 |
| Travel | 8,383 | 724 | 7,659 | 0 | 12,871 | 10,979 | 1,892 | 1 | 21,254 | 11,703 | 9,551 | 1 |
| Facilities and Utilities | 71,524 | 36,694 | 34,830 | 1 | | | | | 71,524 | 36,694 | 34,830 | 1 |
| Cost Share | | | | | | 7,722 | 0 | | | 7,722 | 0 | |
| Other | 41,115 | 1,478 | 39,637 | 0 | 27,986 | 2,253 | 25,733 | 0 | 69,101 | 3,731 | 65,370 | 0 |
| Total Expenses | 320,957 | 142,031 | 178,926 | 0 | 937,571 | 305,587 | 631,984 | 0 | 1,258,528 | 447,618 | 810,910 | 0 |
| Projected 2018 End of Year Net Income** | | | (41,983) | | | | (3) | | | | (41,986) | |

* The Unrestricted Contracted Services Budget and Actual Budget figures do not include the unforeseen expenses of the audit (\$5,700), the election (\$25,000) and the increased insurance premiums.

** The Projected 2018 End of Year Net Income shows the District's expected net income at the end of the year. The calculation is Actual (Jan-Jun) Deficit/Surplus + Remaining Deficit/Surplus. In other words, in this case, the Unrestricted figure is (\$127,230 - \$142,031) + (\$151,744-\$178,927). The Restricted figure is (\$310,888-\$305,587)+(\$626,680-\$631,982).

Thurston Conservation District
Profit & Loss Budget vs. Actual - Restricted Funds Detail
January - June 2018

| | RCO | | | Shellfish | | | SSG | | | WSCC | | | DOH | | | Misc | | | Restricted Total | | |
|--------------------------|----------------|----------------|---------------|----------------|----------------|---------------|----------------|----------------|---------------|----------------|----------------|---------------|----------------|----------------|---------------|----------------|----------------|---------------|------------------|----------------|---------------|
| | 2018 Budget | FY18 Actual | % Realized | 2018 Budget | FY18 Actual | % Realized | 2018 Budget | FY18 Actual | % Realized | 2018 Budget | FY18 Actual | % Realized | 2018 Budget | FY18 Actual | % Realized | 2018 Budget | FY18 Actual | % Realized | 2018 Budget | FY18 Actual | % Realized |
| Total Income | 150,702 | 68,765 | 46% | 247,475 | 77,787 | 31% | 53,430 | 59,457 | 64% | 157,505 | 77,218 | 49% | 146,519 | 0 | 0 | 141,937 | 27,661 | 19% | 937,568 | 810,888 | 86% |
| Expenses | | | | | | | | | | | | | | | | | | | | | |
| Salaries and Benefits | 103,785 | 49,282 | 0 | 87,214 | 32,452 | 0 | 39,647 | 27,904 | 0 | 115,666 | 49,923 | 0 | 73,331 | 0 | 0 | 121,312 | 18,502 | 0 | 561,956 | 177,074 | 0 |
| Overhead | | | | 21,804 | 8,116 | 0 | 5,490 | 5,807 | 1 | 28,917 | 12,301 | 0 | 18,333 | 0 | 0 | 18,553 | 3,297 | 0 | 93,097 | 29,531 | 0 |
| Supplies | 498 | 1,677 | 3 | 10,241 | 1,890 | 0 | 5,130 | 3,887 | 1 | 4,324 | 175 | 0 | 3,000 | 0 | 0 | 0 | 135 | 0 | 23,193 | 7,763 | 0 |
| Professional Services | 41,437 | 16,731 | 0 | 86,390 | 30,783 | 0 | 300 | 0 | 0 | 0 | 5,335 | 0 | 50,905 | 0 | 0 | 0 | 2,661 | 0 | 128,127 | 55,510 | 0 |
| Contracted Services | 1,500 | 289 | 0 | 24,992 | 0 | 0 | 0 | 12,944 | 14,486 | 1 | 0 | 0 | 0 | 0 | 0 | 364 | 1,026 | 3 | 90,341 | 14,775 | 0 |
| Travel | 3,481 | 4,226 | 1 | 1,836 | 963 | 1 | 4,000 | 1,988 | 0 | 2,240 | 2,767 | 1 | 950 | 0 | 0 | 0 | 0 | 0 | 12,871 | 10,979 | 1 |
| Facilities and Utilities | | | | | | | | | | | | | | | | | | | | | |
| Cost Share | | | | | | | | | | 0 | 7,722 | 0 | | | | | | | 0 | 7,722 | |
| Other | 0 | 611 | | 15,000 | 26 | 0 | 5,919 | 677 | 0 | 6,359 | 800 | 0 | | | | 708 | 138 | 0 | 27,886 | 2,253 | 0 |
| Total Expenses | 150,702 | 71,817 | 0 | 247,477 | 74,240 | 0 | 95,430 | 54,799 | 1 | 157,506 | 79,024 | 1 | 146,519 | 0 | 0 | 141,937 | 25,748 | 0 | 937,571 | 805,587 | 0 |
| Net Revenue | 0 | (3,052) | 0 | (2) | 3,847 | 0 | 0 | 4,688 | 0 | (1) | (1,806) | 0 | 0 | 0 | 0 | 0 | 1,913 | 0 | (5) | 5,301 | 0 |

3:53 PM

08/01/18

Accrual Basis

Thurston Conservation District
Balance Sheet
As of June 30, 2018

| | Jun 30, 18 |
|---------------------------------------|-------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 3088010 Checking Accounts | 49,006.42 |
| 3088020 Savings Accounts | 140,411.66 |
| 3088030 Petty Cash | 800.00 |
| Total Checking/Savings | 190,218.08 |
| Accounts Receivable | 198,294.30 |
| Other Current Assets | |
| 3090500 Prepaid Accounts | 7,126.25 |
| Total Other Current Assets | 7,126.25 |
| Total Current Assets | 395,638.63 |
| TOTAL ASSETS | 395,638.63 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | 102,754.01 |
| Long Term Liabilities | 153,391.43 |
| Total Liabilities | 256,145.44 |
| Equity | 139,493.19 |
| TOTAL LIABILITIES & EQUITY | 395,638.63 |

3:45 PM

08/01/18

Accrual Basis

Thurston Conservation District
Balance Sheet Prev Year Comparison
 As of June 30, 2018

| | <u>Jun 30, 18</u> | <u>Jun 30, 17</u> | <u>\$ Change</u> | <u>% Change</u> |
|---------------------------------------|-------------------|-------------------|--------------------|-----------------|
| ASSETS | | | | |
| Current Assets | | | | |
| Checking/Savings | | | | |
| 3088010 Checking Accounts | 49,006.42 | 110,407.86 | -61,401.44 | -55.6% |
| 3088020 Savings Accounts | 140,411.66 | 283,279.57 | -142,867.91 | -50.4% |
| 3088030 Petty Cash | 800.00 | 285.30 | 514.70 | 180.4% |
| Total Checking/Savings | 190,218.08 | 393,972.73 | -203,754.65 | -51.7% |
| Accounts Receivable | 198,294.30 | 231,642.07 | -33,347.77 | -14.4% |
| Other Current Assets | 7,126.25 | 3,260.50 | 3,865.75 | 118.6% |
| Total Current Assets | 395,638.63 | 628,875.30 | -233,236.67 | -37.1% |
| TOTAL ASSETS | <u>395,638.63</u> | <u>628,875.30</u> | <u>-233,236.67</u> | <u>-37.1%</u> |
| LIABILITIES & EQUITY | | | | |
| Liabilities | | | | |
| Current Liabilities | 102,754.01 | 55,650.36 | 47,103.65 | 84.6% |
| Long Term Liabilities | 153,391.43 | 189,946.92 | -36,555.49 | -19.3% |
| Total Liabilities | 256,145.44 | 245,597.28 | 10,548.16 | 4.3% |
| Equity | 139,493.19 | 383,278.02 | -243,784.83 | -63.6% |
| TOTAL LIABILITIES & EQUITY | <u>395,638.63</u> | <u>628,875.30</u> | <u>-233,236.67</u> | <u>-37.1%</u> |

10:57 AM
08/07/18
Accrual Basis

Thurston Conservation District
Profit & Loss
January through June 2018

| | Jan - Jun 18 |
|---|--------------|
| Ordinary Income/Expense | |
| Income | |
| 3300000 · Intergovernmental Rev | |
| 3340000 · State Grants | 181,270.83 |
| 3370000 · Local Revenue | 119,324.22 |
| Total 3300000 · Intergovernmental Rev | 300,595.05 |
| 3400000 · Charges Goods&Svcs | 25,139.95 |
| 3600000 · Miscellaneous Revenue | |
| 3611100 · Interest & Other | 115.38 |
| 3670000 · Contributions Private | 100.00 |
| 3699000 · Misc. Revenues | 53,266.67 |
| 3600000 · Miscellaneous Revenue - Other | 907.78 |
| Total 3600000 · Miscellaneous Revenue | 54,389.83 |
| 3685000 · Assessment | 15,073.15 |
| Total Income | 395,197.98 |
| Gross Profit | 395,197.98 |
| Expense | |
| 5531010 · Salaries & Benefits | 292,276.99 |
| 5531030 · Supplies | 22,082.45 |
| 5531040 · Services & Charges | |
| 5314100 · Professional Services | |
| 5314101 · Legal Services | 1,607.50 |
| 5314102 · Audit & Accounting | 11,243.38 |
| 5314103 · Computer Services | 7,988.97 |
| 5314104 · Janitorial Services | 1,977.37 |
| 5314105 · Miscellaneous Services | 12,022.69 |
| 5314111 · Lab Fees | 2,464.20 |
| 5314112 · Bus Transportation | 5,537.66 |
| 5314113 · Teacher Stipends/Subs | 4,016.95 |
| 5314100 · Professional Services - Other | 63,002.37 |
| Total 5314100 · Professional Services | 109,861.09 |
| 5314200 · Communications | 3,366.18 |
| 5314300 · Travel | 7,229.18 |
| 5314400 · Advertising | 1,794.52 |
| 5314500 · Rentals & Leases | 26,288.34 |
| 5314600 · Insurance Premiums | 3,321.75 |
| 5314700 · Utility Services | 3,013.21 |
| 5314900 · Miscellaneous | |
| 5314901 · Meeting Expenses | 2,336.28 |
| 5314902 · Dues & Subscriptions | 1,118.99 |
| 5314999 · Overhead Allocation-Services | 0.00 |
| Total 5314900 · Miscellaneous | 3,455.27 |
| Total 5531040 · Services & Charges | 158,329.54 |
| 5531060 · Maintenance | 319.68 |

10:57 AM
08/07/18
Accrual Basis

Thurston Conservation District
Profit & Loss
January through June 2018

| | Jan - Jun 18 |
|--------------------------------------|--------------|
| 5945360 • Capital Outlays | 2,798.67 |
| 5980000 • Other Financing Uses | |
| 5989600 • Cost Share Program | 7,722.00 |
| Total 5980000 • Other Financing Uses | 7,722.00 |
| 66100 • Cleaned up Item Adj. Expense | 172.00 |
| 66900 • Reconciliation Discrepancies | 44.83 |
| Total Expense | 483,746.16 |
| Net Ordinary Income | -88,548.18 |
| Other Income/Expense | |
| Other Expense | 184.00 |
| Net Other Income | -184.00 |
| Net Income | -88,732.18 |

3:54 PM

08/01/18

Accrual Basis

Thurston Conservation District
Profit & Loss
June 2018

| | <u>Jun 18</u> |
|--------------------------------------|-------------------------|
| Ordinary Income/Expense | |
| Income | |
| 3300000 · Intergovernmental Rev | 89,175.51 |
| 3400000 · Charges Goods&Svcs | 965.11 |
| 3600000 · Miscellaneous Revenue | 23,844.13 |
| 3685000 · Assessment | 4,022.93 |
| Total Income | <u>118,007.68</u> |
| Gross Profit | 118,007.68 |
| Expense | |
| 5531010 · Salaries & Benefits | 35,411.41 |
| 5531030 · Supplies | 2,303.70 |
| 5531040 · Services & Charges | 25,450.78 |
| 5945360 · Capital Outlays | 1,671.38 |
| 66900 · Reconciliation Discrepancies | 10.55 |
| Total Expense | <u>64,847.82</u> |
| Net Ordinary Income | <u>53,159.86</u> |
| Net Income | <u><u>53,159.86</u></u> |

3:50 PM

08/01/18

Accrual Basis

Thurston Conservation District
Profit & Loss Prev Year Comparison
June 2018

| | Jun 18 | Jun 17 | \$ Change | % Change |
|--------------------------------------|-------------------|-------------------|-------------------|---------------|
| Ordinary Income/Expense | | | | |
| Income | | | | |
| 3300000 · Intergovernmental Rev | 89,175.51 | 113,466.21 | -24,290.70 | -21.4% |
| 3400000 · Charges Goods&Svcs | 965.11 | 743.79 | 221.32 | 29.8% |
| 3600000 · Miscellaneous Revenue | 23,844.13 | 14,532.01 | 9,312.12 | 64.1% |
| 3685000 · Assessment | 4,022.93 | 49,098.94 | -45,076.01 | -91.8% |
| Total Income | 118,007.68 | 177,840.95 | -59,833.27 | -33.6% |
| Gross Profit | 118,007.68 | 177,840.95 | -59,833.27 | -33.6% |
| Expense | | | | |
| 5531010 · Salaries & Benefits | 35,411.41 | 71,009.95 | -35,598.54 | -50.1% |
| 5531030 · Supplies | 2,303.70 | 8,689.20 | -6,385.50 | -73.5% |
| 5531040 · Services & Charges | 25,450.78 | 55,786.34 | -30,335.56 | -54.4% |
| 5531060 · Maintenance | 0.00 | 1,497.72 | -1,497.72 | -100.0% |
| 5945360 · Capital Outlays | 1,671.38 | 3,812.42 | -2,141.04 | -56.2% |
| 5980000 · Other Financing Uses | 0.00 | 8,822.15 | -8,822.15 | -100.0% |
| 66900 · Reconciliation Discrepancies | 10.55 | 0.00 | 10.55 | 100.0% |
| Total Expense | 64,847.82 | 149,617.78 | -84,769.96 | -56.7% |
| Net Ordinary Income | 53,159.86 | 28,223.17 | 24,936.69 | 88.4% |
| Net Income | 53,159.86 | 28,223.17 | 24,936.69 | 88.4% |



Page 1 of 1

06/30/2018

THURSTON CONSERVATION DISTRICT
SHELLFISH FUND
2918 FERGUSON ST SW STE A BLDG 1
TUMWATER WA 98512

CYCLE-101

*****2410

REG SV MO STMT

******02410**

| | | |
|---|---------|------------|
| BEGINNING RATE | 0.10000 | |
| PREVIOUS STATEMENT BALANCE AS OF 05/31/18 | | 198,999.07 |
| PLUS 1 DEPOSITS AND OTHER CREDITS | | 13.81 |
| LESS 3 CHECKS AND OTHER DEBITS | | 59,817.68 |
| LESS MAINTENANCE FEE | | 0 |
| CURRENT STATEMENT BALANCE AS OF June 30, 2018 | | 139,195.20 |
| NUMBER OF DAYS IN THIS STATEMENT PERIOD: 30 | | |

***** ELECTRONIC / NON-CHECK TRANSACTIONS *****

| Date | Description | Amount |
|-------|--------------------------------|-----------|
| 06/01 | SF28 Grants to Others Puget So | 9,943.00 |
| 06/12 | May Shellfish Vouchers | 14,874.68 |
| 06/21 | Funds Transfer via Online | 35,000.00 |

***** DEPOSITS *****

| Date | Description | Amount |
|-------|------------------|--------|
| 06/30 | INTEREST PAYMENT | 13.81 |

***** BALANCE BY DATE *****

| Date | Balance | Date | Balance | Date | Balance | Date | Balance |
|-------|------------|-------|------------|-------|------------|-------|------------|
| 05/31 | 198,999.07 | 06/01 | 189,056.07 | 06/12 | 174,181.39 | 06/21 | 139,181.39 |
| 06/30 | 139,195.20 | | | | | | |

| | |
|---------------------------------|------------|
| PAYER FEDERAL ID NUMBER..... | 91-0260220 |
| INTEREST PAID YEAR TO DATE..... | 112.01 |

Federal law requires us to tell you how we collect, share, and protect your personal information. Our privacy policy has not changed and you may review our policy and practices with respect to your personal information at www.timberlandbank.com/privacy-policy or we will mail you a free copy upon request if you call us at 1-800-562-8761.



www.timberlandbank.com



11:39 AM

07/02/18

**Thurston Conservation District
Reconciliation Summary**

3082002 · Saving-6568 - Timberland, Period Ending 06/30/2018

| | <u>Jun 30, 18</u> |
|-----------------------------------|-------------------|
| Beginning Balance | 1,216.46 |
| Cleared Transactions | |
| Deposits and Credits - 1 item | <u>0.01</u> |
| Total Cleared Transactions | <u>0.01</u> |
| Cleared Balance | <u>1,216.47</u> |
| Register Balance as of 06/30/2018 | 1,216.47 |
| Ending Balance | 1,216.47 |

11:39 AM

07/02/18

**Thurston Conservation District
Reconciliation Detail**

3082002 · Saving-6568 - Timberland, Period Ending 06/30/2018

| Type | Date | Num | Name | Clr | Amount | Balance |
|-----------------------------------|------------|-----|------|-----|--------|----------|
| Beginning Balance | | | | | | 1,216.46 |
| Cleared Transactions | | | | | | |
| Deposits and Credits - 1 Item | | | | | | |
| Deposit | 07/31/2018 | | | X | 0.01 | 0.01 |
| Total Deposits and Credits | | | | | 0.01 | 0.01 |
| Total Cleared Transactions | | | | | 0.01 | 0.01 |
| Cleared Balance | | | | | 0.01 | 1,216.47 |
| Register Balance as of 06/30/2018 | | | | | 0.01 | 1,216.47 |
| Ending Balance | | | | | 0.01 | 1,216.47 |



THURSTON CONSERVATION DISTRICT
 2918 FERGUSON ST SW STE A BLDG 1
 TUMWATER WA 98512

Page 1 of 1

06/30/2018

CYCLE-101

*****6568

REG SV MO STMT

****16568

| | | |
|---|---------|----------|
| BEGINNING RATE | 0.01000 | |
| PREVIOUS STATEMENT BALANCE AS OF 05/31/18 | | 1,216.46 |
| PLUS 1 DEPOSITS AND OTHER CREDITS | | .01 |
| LESS 0 CHECKS AND OTHER DEBITS | | .00 |
| LESS MAINTENANCE FEE | | 0 |
| CURRENT STATEMENT BALANCE AS OF June 30, 2018 | | 1,216.47 |
| NUMBER OF DAYS IN THIS STATEMENT PERIOD: 30 | | |

***** DEPOSITS *****

| Date | Description | Amount |
|-------|------------------|--------|
| 06/30 | INTEREST PAYMENT | .01 |

***** BALANCE BY DATE *****

| Date | Balance | Date | Balance | Date | Balance | Date | Balance |
|-------|----------|-------|----------|------|---------|------|---------|
| 05/31 | 1,216.46 | 06/30 | 1,216.47 | | | | |

| | |
|---------------------------------|------------|
| PAYER FEDERAL ID NUMBER..... | 91-0260220 |
| INTEREST PAID YEAR TO DATE..... | 3.38 |

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www.timberlandbank.com



11:37 AM
07/02/18

**Thurston Conservation District
Reconciliation Summary**

3081001 - 308.10.01 Cash TimberLand Bank, Period Ending 06/30/2018

| | | |
|-----------------------------------|------------|-----------|
| | Jun 30, 18 | |
| Beginning Balance | | 7,675.44 |
| Cleared Transactions | | |
| Checks and Payments - 38 items | -80,353.31 | |
| Deposits and Credits - 15 Items | 136,801.54 | |
| Total Cleared Transactions | 56,448.23 | |
| Cleared Balance | | 64,123.67 |
| Uncleared Transactions | | |
| Checks and Payments - 19 Items | -25,225.27 | |
| Deposits and Credits - 21 Items | 965.00 | |
| Total Uncleared Transactions | -24,260.27 | |
| Register Balance as of 06/30/2018 | | 39,863.40 |
| Ending Balance | | 39,863.40 |

11:38 AM

07/02/18

Thurston Conservation District Reconciliation Detail

3081001 - 308.10.01 Cash TimberLand Bank, Period Ending 06/30/2018

| Type | Date | Num | Name | Clr | Amount | Balance |
|---------------------------------|------------|----------|-------------------------|-----|------------|------------|
| Beginning Balance | | | | | | 7,675.44 |
| Cleared Transactions | | | | | | |
| Checks and Payments - 38 items | | | | | | |
| Bill Pmt -Check | 03/13/2018 | 19549 | Skookumchuck Gra... | X | -200.00 | -200.00 |
| Bill Pmt -Check | 05/10/2018 | 19620 | Riverbend Propertie... | X | -6,178.00 | -6,378.00 |
| Bill Pmt -Check | 05/10/2018 | 19602 | A & L Western Agric... | X | -595.20 | -6,973.20 |
| Bill Pmt -Check | 05/10/2018 | 19614 | Pacific Disposal | X | -49.64 | -7,022.84 |
| Check | 05/15/2018 | 19627 | Whitlock Limited Par... | X | -3,950.00 | -10,972.84 |
| Bill Pmt -Check | 05/24/2018 | 19639 | Thurston County Pu... | X | -14,686.60 | -25,659.44 |
| Bill Pmt -Check | 05/24/2018 | 19642 | Whitlock Limited Par... | X | -3,950.00 | -29,609.44 |
| Bill Pmt -Check | 05/24/2018 | 19631 | Accountemps | X | -2,004.50 | -31,613.94 |
| Bill Pmt -Check | 05/24/2018 | 19628 | OfficeTeam | X | -1,600.00 | -33,213.94 |
| Bill Pmt -Check | 05/24/2018 | 19641 | washington State Co... | X | -1,415.15 | -34,629.09 |
| Bill Pmt -Check | 05/24/2018 | 19630 | Waterfall Engineering | X | -1,375.00 | -36,004.09 |
| Bill Pmt -Check | 05/24/2018 | 19634 | North Thurston Publ... | X | -1,162.36 | -37,166.45 |
| Bill Pmt -Check | 05/24/2018 | 19640 | VSP - Vision Care | X | -347.20 | -37,513.65 |
| Bill Pmt -Check | 05/24/2018 | 19637 | Sailish Sea Conferen... | X | -230.00 | -37,743.65 |
| Bill Pmt -Check | 05/24/2018 | 19635 | Okanogan Conserva... | X | -200.00 | -37,943.65 |
| Bill Pmt -Check | 05/24/2018 | 19636 | Olympia School Dist... | X | -170.00 | -38,113.65 |
| Bill Pmt -Check | 05/24/2018 | 19632 | Blshop, Stephanie | X | -33.00 | -38,146.65 |
| Liability Check | 05/24/2018 | 19633 | Colonial Supplement... | X | -26.20 | -38,172.85 |
| Liability Check | 06/01/2018 | EFT | EFT Payment | X | -3,995.32 | -42,168.17 |
| Bill Pmt -Check | 06/06/2018 | EFT | Regence - Health C... | X | -2,523.56 | -44,691.73 |
| Liability Check | 06/07/2018 | | QuickBooks Payroll ... | X | -8,945.18 | -53,636.91 |
| Liability Check | 06/07/2018 | | QuickBooks Payroll ... | X | -1,028.08 | -54,664.99 |
| Liability Check | 06/12/2018 | EFT | Dept of Retirement ... | X | -5,412.52 | -60,077.51 |
| Liability Check | 06/12/2018 | EFT | EFT Payment | X | -2,969.88 | -63,047.39 |
| Liability Check | 06/12/2018 | EFT | EFT Payment | X | -2,782.02 | -65,829.41 |
| Bill Pmt -Check | 06/14/2018 | 19648 | Hatch-Winecka, Am... | X | -2,323.30 | -68,152.71 |
| Bill Pmt -Check | 06/14/2018 | 19653 | Wells Fargo | X | -500.00 | -68,652.71 |
| Bill Pmt -Check | 06/14/2018 | 19650 | OfficeTeam | X | -400.00 | -69,052.71 |
| Bill Pmt -Check | 06/14/2018 | 19651 | Ricoh, USA Inc - Us... | X | -357.04 | -69,409.75 |
| Bill Pmt -Check | 06/14/2018 | 19649 | North Thurston Publ... | X | -339.28 | -69,749.03 |
| Bill Pmt -Check | 06/14/2018 | 19652 | United Concordia In... | X | -330.54 | -70,079.57 |
| Bill Pmt -Check | 06/14/2018 | 19647 | Half Moon Sanitation | X | -125.00 | -70,204.57 |
| Bill Pmt -Check | 06/14/2018 | 19645 | Brian Thompson | X | -100.00 | -70,304.57 |
| Bill Pmt -Check | 06/14/2018 | 19646 | Gerry Allard | X | -67.92 | -70,372.49 |
| Bill Pmt -Check | 06/14/2018 | 19644 | Bishop, Stephanie | X | -66.57 | -70,439.06 |
| Liability Check | 06/14/2018 | 19655 | Colonial Supplement... | X | -26.20 | -70,465.26 |
| Liability Check | 06/22/2018 | | QuickBooks Payroll ... | X | -9,865.97 | -80,331.23 |
| Bill Pmt -Check | 06/27/2018 | EFT | Dept of Retirement ... | X | -22.08 | -80,353.31 |
| Total Checks and Payments | | | | | -80,353.31 | -80,353.31 |
| Deposits and Credits - 15 Items | | | | | | |
| Deposit | 04/25/2018 | | | X | 40,451.09 | 40,451.09 |
| Deposit | 06/01/2018 | | | X | 215.94 | 40,667.03 |
| Deposit | 06/01/2018 | | | X | 3,362.57 | 44,029.60 |
| Transfer | 06/01/2018 | TRAN... | | X | 9,943.00 | 53,972.60 |
| Deposit | 06/04/2018 | | | X | 1,231.58 | 55,204.18 |
| Deposit | 06/06/2018 | | | X | 1,640.59 | 56,844.77 |
| Deposit | 06/08/2018 | | | X | 351.12 | 57,195.89 |
| Deposit | 06/11/2018 | | | X | 4,022.93 | 61,218.82 |
| Transfer | 06/12/2018 | Transfer | | X | 14,874.68 | 76,093.50 |
| Deposit | 06/18/2018 | | | X | 223.00 | 76,316.50 |
| Transfer | 06/21/2018 | TRAN... | | X | 35,000.00 | 111,316.50 |
| Deposit | 06/22/2018 | | | X | 48.00 | 111,364.50 |
| Deposit | 06/26/2018 | | | X | 6,207.46 | 117,571.96 |
| Deposit | 06/28/2018 | | | X | 18,848.64 | 136,420.60 |
| Deposit | 06/29/2018 | | | X | 380.94 | 136,801.54 |
| Total Deposits and Credits | | | | | 136,801.54 | 136,801.54 |
| Total Cleared Transactions | | | | | 56,448.23 | 56,448.23 |
| Cleared Balance | | | | | 56,448.23 | 64,123.67 |

11:38 AM

07/02/18

Thurston Conservation District Reconciliation Detail

3081001 · 308.10.01 Cash TimberLand Bank, Period Ending 06/30/2018

| Type | Date | Num | Name | Clr | Amount | Balance |
|--|------------|----------|-------------------------|-----|------------|------------|
| Uncleared Transactions | | | | | | |
| Checks and Payments - 19 Items | | | | | | |
| Bill Pmt -Check | 05/16/2017 | 19261 | Crains Office Supply | | -144.63 | -144.63 |
| Bill Pmt -Check | 06/05/2017 | 19256 | Crains Office Supply | | -58.74 | -203.37 |
| Bill Pmt -Check | 12/29/2017 | 19505 | Wendy Stevens | | -451.65 | -655.02 |
| Bill Pmt -Check | 05/10/2018 | 19621 | RTI Fabrication Inc. | | -9,453.00 | -10,108.02 |
| Bill Pmt -Check | 05/24/2018 | 19629 | Kathleen Berger | | -30.50 | -10,138.52 |
| Bill Pmt -Check | 06/14/2018 | 19654 | Whitlock Limited Par... | | -518.66 | -10,657.18 |
| Bill Pmt -Check | 06/14/2018 | 19643 | A & L Western Agric... | | -263.20 | -10,920.38 |
| Bill Pmt -Check | 06/21/2018 | 19656 | Puget Sound Restor... | | -9,943.00 | -20,863.38 |
| Bill Pmt -Check | 06/21/2018 | 19665 | Get Outside Olympia | | -1,700.00 | -22,563.38 |
| Bill Pmt -Check | 06/21/2018 | 19664 | Grays Harbor Conse... | | -992.82 | -23,556.20 |
| Bill Pmt -Check | 06/21/2018 | 19660 | OfficeTeam | | -850.00 | -24,406.20 |
| Bill Pmt -Check | 06/21/2018 | 19657 | Puget Sound Energy | | -247.17 | -24,653.37 |
| Bill Pmt -Check | 06/21/2018 | 19661 | Minuteman Press | | -209.94 | -24,863.31 |
| Bill Pmt -Check | 06/21/2018 | 19663 | Hatch-Winecka, Am... | | -102.74 | -24,966.05 |
| Bill Pmt -Check | 06/21/2018 | 19658 | Pioneer Fuel | | -95.72 | -25,061.77 |
| Bill Pmt -Check | 06/21/2018 | 19662 | Jan-Pro Cleaning Sy... | | -56.25 | -25,118.02 |
| Bill Pmt -Check | 06/21/2018 | 19659 | Pacific Disposal | | -51.64 | -25,169.66 |
| Bill Pmt -Check | 06/21/2018 | 19666 | Culligan Water Co. | | -29.41 | -25,199.07 |
| Liability Check | 06/27/2018 | To Print | Colonial Supplement... | | -26.20 | -25,225.27 |
| Total Checks and Payments | | | | | -25,225.27 | -25,225.27 |
| Deposits and Credits - 21 Items | | | | | | |
| Transfer | 10/09/2017 | | | | 300.00 | 300.00 |
| Sales Receipt | 10/31/2017 | 60541... | UNRESTRICTED:A... | | 130.00 | 430.00 |
| Transfer | 11/09/2017 | | | | 100.00 | 530.00 |
| Sales Receipt | 11/30/2017 | 60541... | UNRESTRICTED:A... | | 180.00 | 710.00 |
| Sales Receipt | 12/31/2017 | 60541... | UNRESTRICTED:A... | | 55.00 | 765.00 |
| Transfer | 03/21/2018 | | | | 200.00 | 965.00 |
| Paycheck | 06/08/2018 | dd042... | Healy, Mara E | | 0.00 | 965.00 |
| Paycheck | 06/08/2018 | dd042... | Bishop, Stephanie E | | 0.00 | 965.00 |
| Paycheck | 06/08/2018 | dd042... | Moorehead, Sarah | | 0.00 | 965.00 |
| Paycheck | 06/08/2018 | dd042... | Hatch-Winecka, Am... | | 0.00 | 965.00 |
| Paycheck | 06/08/2018 | dd042... | White, Nora E | | 0.00 | 965.00 |
| Paycheck | 06/08/2018 | dd042... | Healy, Mara E | | 0.00 | 965.00 |
| Paycheck | 06/08/2018 | dd042... | Warren, Nicole A | | 0.00 | 965.00 |
| Paycheck | 06/08/2018 | dd042... | Berger, Kathleen T | | 0.00 | 965.00 |
| Paycheck | 06/25/2018 | dd042... | Warren, Nicole A | | 0.00 | 965.00 |
| Paycheck | 06/25/2018 | dd042... | Hatch-Winecka, Am... | | 0.00 | 965.00 |
| Paycheck | 06/25/2018 | dd042... | Bishop, Stephanie E | | 0.00 | 965.00 |
| Paycheck | 06/25/2018 | dd042... | Healy, Mara E | | 0.00 | 965.00 |
| Paycheck | 06/25/2018 | dd042... | Berger, Kathleen T | | 0.00 | 965.00 |
| Paycheck | 06/25/2018 | dd042... | Moorehead, Sarah | | 0.00 | 965.00 |
| Paycheck | 06/25/2018 | dd042... | White, Nora E | | 0.00 | 965.00 |
| Total Deposits and Credits | | | | | 965.00 | 965.00 |
| Total Uncleared Transactions | | | | | -24,260.27 | -24,260.27 |
| Register Balance as of 06/30/2018 | | | | | 32,187.96 | 39,863.40 |
| Ending Balance | | | | | 32,187.96 | 39,863.40 |



THURSTON CONSERVATION DISTRICT
2918 FERGUSON ST SW STE A BLDG 1
TUMWATER WA 98512

Page 1 of 5

06/30/2018

CYCLE-030

*****6554

FREE BUSINESS CK

*****06554

| | |
|---|-----------|
| PREVIOUS STATEMENT BALANCE AS OF 05/31/18 | 48,126.53 |
| PLUS 14 DEPOSITS AND OTHER CREDITS | 96,350.45 |
| LESS 38 CHECKS AND OTHER DEBITS | 80,353.31 |
| LESS MAINTENANCE FEE | 0 |
| CURRENT STATEMENT BALANCE AS OF June 30, 2018 | 64,123.67 |
| NUMBER OF DAYS IN THIS STATEMENT PERIOD: 30 | |

***** CHECK TRANSACTIONS *****

| Date | Serial | Amount | Date | Serial | Amount | Date | Serial | Amount |
|-------|---------|----------|-------|---------|-----------|-------|---------|----------|
| 06/08 | 19549 * | 200.00 | 06/11 | 19634 | 1,162.36 | 06/27 | 19646 | 67.92 |
| 06/11 | 19602 * | 595.20 | 06/12 | 19635 | 200.00 | 06/29 | 19647 | 125.00 |
| 06/05 | 19614 * | 49.64 | 06/12 | 19636 | 170.00 | 06/22 | 19648 | 2,323.30 |
| 06/05 | 19620 * | 6,178.00 | 06/15 | 19637 | 230.00 | 06/27 | 19649 | 339.28 |
| 06/18 | 19627 * | 3,950.00 | 06/11 | 19639 * | 14,686.60 | 06/27 | 19650 | 400.00 |
| 06/11 | 19628 | 1,600.00 | 06/14 | 19640 | 347.20 | 06/26 | 19651 | 357.04 |
| 06/08 | 19630 * | 1,375.00 | 06/12 | 19641 | 1,415.15 | 06/26 | 19652 | 330.54 |
| 06/11 | 19631 | 2,004.50 | 06/18 | 19642 | 3,950.00 | 06/26 | 19653 | 500.00 |
| 06/04 | 19632 | 33.00 | 06/22 | 19644 * | 66.57 | 06/27 | 19655 * | 26.20 |
| 06/11 | 19633 | 26.20 | 06/29 | 19645 | 100.00 | | | |

(*) Asterisk denotes skip in check sequence

***** ELECTRONIC / NON-CHECK TRANSACTIONS *****

| Date | Description | Amount |
|-------|--------------------------------|----------|
| 06/04 | AC IRS USATAXPYMT | 3,995.32 |
| 06/06 | AC BLUESHIELD OF WA INS. PREM. | 2,523.56 |
| 06/07 | AC INTUIT PAYROLL S QUICKBOOKS | 1,028.08 |
| 06/07 | AC INTUIT PAYROLL S QUICKBOOKS | 8,945.18 |
| 06/13 | AC IRS USATAXPYMT | 2,782.02 |
| 06/13 | AC IRS USATAXPYMT | 2,969.88 |
| 06/14 | AC WA DEPT RET SYS DRS EPAY | 5,412.52 |
| 06/22 | AC INTUIT PAYROLL S QUICKBOOKS | 9,865.97 |
| 06/27 | AC WA DEPT RET SYS DRS EPAY | 22.08 |

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THURSTON CONSERVATION DISTRICT
2918 FERGUSON ST SW STE A BLDG 1
TUMWATER WA 98512

*****6554

*** DEPOSITS ***

| Date | Description | Amount |
|-------|--------------------------------|-----------|
| 06/01 | SF28 Grants to Others Puget So | 9,943.00 |
| 06/01 | CK Deposit | 215.94 |
| 06/04 | CK Deposit | 1,231.58 |
| 06/05 | AC WA ST SCC VENDOR PAY | 3,362.57 |
| 06/07 | AC WA ST SCC VENDOR PAY | 1,640.59 |
| 06/11 | AC TCTREASURER 1104 CITYREMIT | 4,022.93 |
| 06/12 | May Shellfish Vouchers | 14,874.68 |
| 06/12 | CK Deposit | 351.12 |
| 06/18 | CK Deposit | 223.00 |
| 06/21 | Funds Transfer via Online | 35,000.00 |
| 06/22 | CK Deposit | 48.00 |
| 06/27 | AC WA ST RCFB VENDOR PAY | 6,207.46 |
| 06/28 | AC WA ST RCFB VENDOR PAY | 18,848.64 |
| 06/29 | CK Deposit | 380.94 |

*** BALANCE BY DATE ***

| Date | Balance | Date | Balance | Date | Balance | Date | Balance |
|-------|-----------|-------|-----------|-------|-----------|-------|-----------|
| 05/31 | 48,126.53 | 06/01 | 58,285.47 | 06/04 | 55,488.73 | 06/05 | 52,623.66 |
| 06/06 | 50,100.10 | 06/07 | 41,767.43 | 06/08 | 40,192.43 | 06/11 | 24,140.50 |
| 06/12 | 37,581.15 | 06/13 | 31,829.25 | 06/14 | 26,069.53 | 06/15 | 25,839.53 |
| 06/18 | 18,162.53 | 06/21 | 53,162.53 | 06/22 | 40,954.69 | 06/26 | 39,767.11 |
| 06/27 | 45,119.09 | 06/28 | 63,967.73 | 06/29 | 64,123.67 | | |

NOTE: THERE IS A NEW PHONE NUMBER TO CALL TO REPORT A
LOST OR STOLEN CARD. THE NUMBER IS 1-800-500-1044.

THURSTON CONSERVATION DISTRICT
2018 FERGUSON ST. BLDG. A
TUMWATER, WA 98561-4187
360-754-3543

THURSTON BANK
413 WASHINGTON STREET SE
OLYMPIA, WA 98501
5/12/2018

18549
6/8/2018

PAY TO THE ORDER OF
Cash
\$ 200.00

THURSTON CONSERVATION DISTRICT
Richard M. Hargrave
Mary K. Smith

MEMO: 06/08/2018 19549 \$200.00

THURSTON CONSERVATION DISTRICT
2018 FERGUSON ST. BLDG. A
TUMWATER, WA 98561-4187
360-754-3543

THURSTON BANK
413 WASHINGTON STREET SE
OLYMPIA, WA 98501
6/8/2018

18630
6/8/2018

PAY TO THE ORDER OF
Walter Engineering
\$ 1,375.00

THURSTON CONSERVATION DISTRICT
Richard M. Hargrave
Mary K. Smith

MEMO: 06/08/2018 19630 \$1,375.00

THURSTON CONSERVATION DISTRICT
2018 FERGUSON ST. BLDG. A
TUMWATER, WA 98561-4187
360-754-3543

THURSTON BANK
413 WASHINGTON STREET SE
OLYMPIA, WA 98501
6/11/2018

18602
6/11/2018

PAY TO THE ORDER OF
A&L Wildlife Applied Lab
\$ 595.20

THURSTON CONSERVATION DISTRICT
Richard M. Hargrave
Mary K. Smith

MEMO: 06/11/2018 19602 \$595.20

THURSTON CONSERVATION DISTRICT
2018 FERGUSON ST. BLDG. A
TUMWATER, WA 98561-4187
360-754-3543

THURSTON BANK
413 WASHINGTON STREET SE
OLYMPIA, WA 98501
6/11/2018

18631
6/11/2018

PAY TO THE ORDER OF
Accomplice
\$ 2,004.50

THURSTON CONSERVATION DISTRICT
Richard M. Hargrave
Mary K. Smith

MEMO: 06/11/2018 19631 \$2,004.50

THURSTON CONSERVATION DISTRICT
2018 FERGUSON ST. BLDG. A
TUMWATER, WA 98561-4187
360-754-3543

THURSTON BANK
413 WASHINGTON STREET SE
OLYMPIA, WA 98501
6/11/2018

18614
6/11/2018

PAY TO THE ORDER OF
Randy - Pacific Disposal
\$ 49.64

THURSTON CONSERVATION DISTRICT
Richard M. Hargrave
Mary K. Smith

MEMO: 06/05/2018 19614 \$49.64

THURSTON CONSERVATION DISTRICT
2018 FERGUSON ST. BLDG. A
TUMWATER, WA 98561-4187
360-754-3543

THURSTON BANK
413 WASHINGTON STREET SE
OLYMPIA, WA 98501
6/11/2018

18632
6/11/2018

PAY TO THE ORDER OF
Randy - Pacific Disposal
\$ 33.00

THURSTON CONSERVATION DISTRICT
Richard M. Hargrave
Mary K. Smith

MEMO: 06/04/2018 19632 \$33.00

THURSTON CONSERVATION DISTRICT
2018 FERGUSON ST. BLDG. A
TUMWATER, WA 98561-4187
360-754-3543

THURSTON BANK
413 WASHINGTON STREET SE
OLYMPIA, WA 98501
6/11/2018

18620
6/11/2018

PAY TO THE ORDER OF
Richard Properties, LLC
\$ 6,178.00

THURSTON CONSERVATION DISTRICT
Richard M. Hargrave
Mary K. Smith

MEMO: 06/05/2018 19620 \$6,178.00

THURSTON CONSERVATION DISTRICT
2018 FERGUSON ST. BLDG. A
TUMWATER, WA 98561-4187
360-754-3543

THURSTON BANK
413 WASHINGTON STREET SE
OLYMPIA, WA 98501
6/11/2018

18633
6/11/2018

PAY TO THE ORDER OF
Columbia Regional Services
\$ 26.20

THURSTON CONSERVATION DISTRICT
Richard M. Hargrave
Mary K. Smith

MEMO: 06/11/2018 19633 \$26.20

THURSTON CONSERVATION DISTRICT
2018 FERGUSON ST. BLDG. A
TUMWATER, WA 98561-4187
360-754-3543

THURSTON BANK
413 WASHINGTON STREET SE
OLYMPIA, WA 98501
6/18/2018

18627
6/18/2018

PAY TO THE ORDER OF
Widack Limited Partnership
\$ 3,950.00

THURSTON CONSERVATION DISTRICT
Richard M. Hargrave
Mary K. Smith

MEMO: 06/18/2018 19627 \$3,950.00

THURSTON CONSERVATION DISTRICT
2018 FERGUSON ST. BLDG. A
TUMWATER, WA 98561-4187
360-754-3543

THURSTON BANK
413 WASHINGTON STREET SE
OLYMPIA, WA 98501
6/11/2018

18634
6/11/2018

PAY TO THE ORDER OF
North Thurston Public Schools
\$ 1,162.36

THURSTON CONSERVATION DISTRICT
Richard M. Hargrave
Mary K. Smith

MEMO: 06/11/2018 19634 \$1,162.36

THURSTON CONSERVATION DISTRICT
2018 FERGUSON ST. BLDG. A
TUMWATER, WA 98561-4187
360-754-3543

THURSTON BANK
413 WASHINGTON STREET SE
OLYMPIA, WA 98501
6/11/2018

18628
6/11/2018

PAY TO THE ORDER OF
Columbia
\$ 1,600.00

THURSTON CONSERVATION DISTRICT
Richard M. Hargrave
Mary K. Smith

MEMO: 06/11/2018 19628 \$1,600.00

THURSTON CONSERVATION DISTRICT
2018 FERGUSON ST. BLDG. A
TUMWATER, WA 98561-4187
360-754-3543

THURSTON BANK
413 WASHINGTON STREET SE
OLYMPIA, WA 98501
6/12/2018

18635
6/12/2018

PAY TO THE ORDER OF
Champion Conservation District
\$ 200.00

THURSTON CONSERVATION DISTRICT
Richard M. Hargrave
Mary K. Smith

MEMO: 06/12/2018 19635 \$200.00

| | | | |
|--|--|---|--------------------|
| THURSTON CONSERVATION DISTRICT 2015 FERGUSON ST SW, SUITE A TUMWATER, WA 98561 360-751-5544 | | THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 | 19836 6/12/2018 |
| PAY TO THE ORDER OF Olympia School District Due Hundred Twenty and 00/100 | | \$ **170.00 | |
| Olympia School District 1113 Lagun Way SE Olympia, WA 98501 | | THURSTON CONSERVATION DISTRICT Richard M. Langley Amy Smith | |
| MEMO: Matthew P. Roy (Job - Visa Account) on 05/20/18 | | | |
| #019636# 1325170754# 490006554# | | | |

06/12/2018 19636 \$170.00

| | | | |
|--|--|---|--------------------|
| THURSTON CONSERVATION DISTRICT 2015 FERGUSON ST SW, SUITE A TUMWATER, WA 98561 360-751-5544 | | THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 | 19637 6/15/2018 |
| PAY TO THE ORDER OF Salem Sea Conference dba WWU Extended Ed Two Hundred Thirty and 00/100 | | \$ **230.00 | |
| Salem Sea Conference dba WWU Extended Ed 218 High St Burlington, WA 98223 | | THURSTON CONSERVATION DISTRICT Richard M. Langley Amy Smith | |
| MEMO: 06/11/18 | | | |
| #019637# 1325170754# 490006554# | | | |

06/15/2018 19637 \$230.00

| | | | |
|--|--|---|--------------------|
| THURSTON CONSERVATION DISTRICT 2015 FERGUSON ST SW, SUITE A TUMWATER, WA 98561 360-751-5544 | | THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 | 19639 6/11/2018 |
| PAY TO THE ORDER OF Thurston County Public Health Department Fourteen Thousand Six Hundred Eighty Six and 00/100 | | \$ **14,686.60 | |
| Thurston County Public Health & Social S 412 1st Ave NE Olympia, WA 98506-6192 | | THURSTON CONSERVATION DISTRICT Richard M. Langley Amy Smith | |
| MEMO: | | | |
| #019639# 1325170754# 490006554# | | | |

06/11/2018 19639 \$14,686.60

| | | | |
|--|--|---|--------------------|
| THURSTON CONSERVATION DISTRICT 2015 FERGUSON ST SW, SUITE A TUMWATER, WA 98561 360-751-5544 | | THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 | 19640 6/14/2018 |
| PAY TO THE ORDER OF Hill House Sash Co Three Hundred Forty Seven and 20/100 | | \$ **347.20 | |
| Hill House Sash Co 3300 Quail Drive 121 Elwood Avenue, CA 95610 | | THURSTON CONSERVATION DISTRICT Richard M. Langley Amy Smith | |
| MEMO: | | | |
| #019640# 1325170754# 490006554# | | | |

06/14/2018 19640 \$347.20

| | | | |
|---|--|---|--------------------|
| THURSTON CONSERVATION DISTRICT 2015 FERGUSON ST SW, SUITE A TUMWATER, WA 98561 360-751-5544 | | THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 | 19641 6/12/2018 |
| PAY TO THE ORDER OF Washington State Conservation Commission One Thousand Four Hundred Twenty Nine and 00/100 | | \$ **1,415.15 | |
| Washington State Conservation Commission PO Box 47721 Olympia, WA 98504-7721 | | THURSTON CONSERVATION DISTRICT Richard M. Langley Amy Smith | |
| MEMO: | | | |
| #019641# 1325170754# 490006554# | | | |

06/12/2018 19641 \$1,415.15

| | | | |
|--|--|---|--------------------|
| THURSTON CONSERVATION DISTRICT 2015 FERGUSON ST SW, SUITE A TUMWATER, WA 98561 360-751-5544 | | THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 | 19642 6/18/2018 |
| PAY TO THE ORDER OF Whidbey United Partnership I Three Thousand Nine Hundred Fifty and 00/100 | | \$ **3,950.00 | |
| Whidbey United Partnership I 2915 27th Avenue NW, S-44-A Tumwater, WA 98512 | | THURSTON CONSERVATION DISTRICT Richard M. Langley Amy Smith | |
| MEMO: Amy Smith | | | |
| #019642# 1325170754# 490006554# | | | |

06/18/2018 19642 \$3,950.00

| | | | |
|--|--|---|--------------------|
| THURSTON CONSERVATION DISTRICT 2015 FERGUSON ST SW, SUITE A TUMWATER, WA 98561 360-751-5544 | | THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 | 19644 6/22/2018 |
| PAY TO THE ORDER OF Bishop, Stephen Sixty Six and 00/100 | | \$ **66.57 | |
| Stephen Bishop | | THURSTON CONSERVATION DISTRICT Richard M. Langley Amy Smith | |
| MEMO: | | | |
| #019644# 1325170754# 490006554# | | | |

06/22/2018 19644 \$66.57

| | | | |
|--|--|---|--------------------|
| THURSTON CONSERVATION DISTRICT 2015 FERGUSON ST SW, SUITE A TUMWATER, WA 98561 360-751-5544 | | THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 | 19645 6/29/2018 |
| PAY TO THE ORDER OF Brian Thompson One Hundred and 00/100 | | \$ **100.00 | |
| Brian Thompson 121 Dickson Rd Nashua, NH 03073 | | THURSTON CONSERVATION DISTRICT Richard M. Langley Amy Smith | |
| MEMO: Special fee for not implementing a pre-natal workshop | | | |
| #019645# 1325170754# 490006554# | | | |

06/29/2018 19645 \$100.00

| | | | |
|--|--|---|--------------------|
| THURSTON CONSERVATION DISTRICT 2015 FERGUSON ST SW, SUITE A TUMWATER, WA 98561 360-751-5544 | | THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 | 19646 6/27/2018 |
| PAY TO THE ORDER OF Gary Shaw Sixty Six and 00/100 | | \$ **67.92 | |
| Gary Shaw | | THURSTON CONSERVATION DISTRICT Richard M. Langley Amy Smith | |
| MEMO: | | | |
| #019646# 1325170754# 490006554# | | | |

06/27/2018 19646 \$67.92

| | | | |
|--|--|---|--------------------|
| THURSTON CONSERVATION DISTRICT 2015 FERGUSON ST SW, SUITE A TUMWATER, WA 98561 360-751-5544 | | THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 | 19647 6/29/2018 |
| PAY TO THE ORDER OF Hill House Sash Co One Hundred Twenty Five and 00/100 | | \$ **125.00 | |
| Hill House Sash Co 1720 15th Ave SE Yakima, WA 98901 | | THURSTON CONSERVATION DISTRICT Richard M. Langley Amy Smith | |
| MEMO: | | | |
| #019647# 1325170754# 490006554# | | | |

06/29/2018 19647 \$125.00

| | | | |
|---|--|---|--------------------|
| THURSTON CONSERVATION DISTRICT 2015 FERGUSON ST SW, SUITE A TUMWATER, WA 98561 360-751-5544 | | THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 | 19648 6/22/2018 |
| PAY TO THE ORDER OF Hess-Woods, Amy B (employee) Two Thousand Three Hundred Twenty Three and 50/100 | | \$ **2,323.30 | |
| Hess-Woods, Amy B (employee) | | THURSTON CONSERVATION DISTRICT Richard M. Langley Amy Smith | |
| MEMO: Paid Second Day on Full Time Presence | | | |
| #019648# 1325170754# 490006554# | | | |

06/22/2018 19648 \$2,323.30

| | | | |
|--|--|---|--------------------|
| THURSTON CONSERVATION DISTRICT 2015 FERGUSON ST SW, SUITE A TUMWATER, WA 98561 360-751-5544 | | THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 | 19649 6/27/2018 |
| PAY TO THE ORDER OF North Thurston Public Schools Three Hundred Twenty Nine and 00/100 | | \$ **339.28 | |
| North Thurston Public Schools 365 College St NE Olympia, WA 98511 | | THURSTON CONSERVATION DISTRICT Richard M. Langley Amy Smith | |
| MEMO: | | | |
| #019649# 1325170754# 490006554# | | | |

06/27/2018 19649 \$339.28

| | | | |
|--|--|---|--------------------|
| THURSTON CONSERVATION DISTRICT 2111 FERGUSON STREET, SUITE A TUMWATER, WA 98561-4117 360-734-3331 | | THREELAND BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 | 19650 6/14/2018 |
| PAY TO THE ORDER OF Cofarian \$ 400.00 | | DOLLARS | |
| Pay to the order of (NAME) Cofarian PO Box 13295 Los Angeles, CA 90044-3295 | | THURSTON CONSERVATION DISTRICT Richard M. Mackenzie Amy Smith | |
| MEMO This Endorser 06/18/2018 | | | |
| *019650* 43251707544 490006554* | | | |

06/27/2018 19650 \$400.00

| | | | |
|--|--|---|--------------------|
| THURSTON CONSERVATION DISTRICT 2111 FERGUSON STREET, SUITE A TUMWATER, WA 98561-4117 360-734-3331 | | THREELAND BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 | 19651 6/14/2018 |
| PAY TO THE ORDER OF Rock USA Inc \$ 357.04 | | DOLLARS | |
| Pay to the order of (NAME) Rock USA Inc PO Box 1007-6054 Pasadena, CA 91109-1450 | | THURSTON CONSERVATION DISTRICT Richard M. Mackenzie Amy Smith | |
| MEMO This Endorser 06/18/2018 | | | |
| *019651* 43251707544 490006554* | | | |

06/26/2018 19651 \$357.04

| | | | |
|--|--|---|--------------------|
| THURSTON CONSERVATION DISTRICT 2111 FERGUSON STREET, SUITE A TUMWATER, WA 98561-4117 360-734-3331 | | THREELAND BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 | 19652 6/14/2018 |
| PAY TO THE ORDER OF United Concordia Insurance Co \$ 330.54 | | DOLLARS | |
| Pay to the order of (NAME) United Concordia Insurance Co PO Box 10777 Tomball, TX 77316-7771 | | THURSTON CONSERVATION DISTRICT Richard M. Mackenzie Amy Smith | |
| MEMO This Endorser 06/18/2018 | | | |
| *019652* 43251707544 490006554* | | | |

06/26/2018 19652 \$330.54

| | | | |
|--|--|---|--------------------|
| THURSTON CONSERVATION DISTRICT 2111 FERGUSON STREET, SUITE A TUMWATER, WA 98561-4117 360-734-3331 | | THREELAND BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 | 19653 6/14/2018 |
| PAY TO THE ORDER OF Wash Fargo Real Estate Center \$ 500.00 | | DOLLARS | |
| Pay to the order of (NAME) Wash Fargo Real Estate Center PO Box 7708 Lacey, WA 98503-7708 | | THURSTON CONSERVATION DISTRICT Richard M. Mackenzie Amy Smith | |
| MEMO This Endorser 06/18/2018 | | | |
| *019653* 43251707544 490006554* | | | |

06/26/2018 19653 \$500.00

| | | | |
|--|--|---|--------------------|
| THURSTON CONSERVATION DISTRICT 2111 FERGUSON STREET, SUITE A TUMWATER, WA 98561-4117 360-734-3331 | | THREELAND BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 | 19655 6/14/2018 |
| PAY TO THE ORDER OF Colonial Supply and Service \$ 26.20 | | DOLLARS | |
| Pay to the order of (NAME) Colonial Supply and Service PO Box 1305 Columbia, SC 29202-1305 | | THURSTON CONSERVATION DISTRICT Richard M. Mackenzie Amy Smith | |
| MEMO This Endorser 06/18/2018 | | | |
| *019655* 43251707544 490006554* | | | |

06/27/2018 19655 \$26.20

9:26 AM

07/04/18

Thurston Conservation District **Reconciliation Detail** Wells Fargo, Period Ending 06/17/2018

| Type | Date | Num | Name | Clr | Amount | Balance |
|---|------------|----------|--------------------------|-----|-----------|-----------|
| Beginning Balance | | | | | | 5,951.11 |
| Cleared Transactions | | | | | | |
| Charges and Cash Advances - 34 items | | | | | | |
| Credit Card Charge | 05/11/2018 | | First Student Charter | X | -552.51 | -552.51 |
| Credit Card Charge | 05/15/2018 | | Capitol Campus Par... | X | -12.00 | -564.51 |
| Credit Card Charge | 05/16/2018 | | Baldorf and Bronson... | X | -39.17 | -603.68 |
| Credit Card Charge | 05/17/2018 | 8339 | UPS | X | -10.91 | -614.59 |
| Credit Card Charge | 05/21/2018 | | AM PM | X | -51.15 | -665.74 |
| Credit Card Charge | 05/21/2018 | | Windows to the Univ... | X | -1.00 | -666.74 |
| Bill Pmt -CCard | 05/23/2018 | | Amy Crowley | X | -480.00 | -1,146.74 |
| Credit Card Charge | 05/23/2018 | 8348 | Tumwater Parks and... | X | -50.00 | -1,196.74 |
| Credit Card Charge | 05/24/2018 | | Bark & Garden | X | -218.44 | -1,415.18 |
| Credit Card Charge | 05/24/2018 | | Amazon | X | -40.28 | -1,455.46 |
| Credit Card Charge | 05/24/2018 | 8349 | UPS | X | -9.76 | -1,465.22 |
| Credit Card Charge | 05/25/2018 | 8221 | US Postal Service | X | -33.50 | -1,498.72 |
| Credit Card Charge | 05/28/2018 | | Dollar Tree | X | -65.82 | -1,564.54 |
| Credit Card Charge | 05/31/2018 | 8355 | UPS | X | -9.85 | -1,574.39 |
| Credit Card Charge | 05/31/2018 | | Washington State F... | X | -8.35 | -1,582.74 |
| Credit Card Charge | 05/31/2018 | | Good to Go Toll | X | -7.00 | -1,589.74 |
| Credit Card Charge | 05/31/2018 | | Port of Kingston | X | -6.00 | -1,595.74 |
| Credit Card Charge | 05/31/2018 | | Tacoma Onstreet P... | X | -2.00 | -1,597.74 |
| Credit Card Charge | 05/31/2018 | | Tacoma Onstreet P... | X | -1.00 | -1,598.74 |
| Credit Card Charge | 06/01/2018 | P1-40... | QuickBooks Payroll ... | X | -680.00 | -2,278.74 |
| Credit Card Charge | 06/04/2018 | | City of Olympia | X | -26.00 | -2,304.74 |
| Credit Card Charge | 06/05/2018 | | Haggen | X | -74.24 | -2,378.98 |
| Credit Card Charge | 06/06/2018 | | Amazon | X | -22.63 | -2,401.61 |
| Credit Card Charge | 06/07/2018 | 50306... | Carolina Biological S... | X | -318.95 | -2,720.56 |
| Credit Card Charge | 06/07/2018 | | Dispute Resolution ... | X | -300.00 | -3,020.56 |
| Credit Card Charge | 06/07/2018 | | T Sheets | X | -65.00 | -3,085.56 |
| Credit Card Charge | 06/07/2018 | | Fred Meyer | X | -20.00 | -3,105.56 |
| Credit Card Charge | 06/07/2018 | 8359 | UPS | X | -12.31 | -3,117.87 |
| Credit Card Charge | 06/11/2018 | | | X | -78.04 | -3,195.91 |
| Credit Card Charge | 06/11/2018 | | Wells Fargo | X | -75.00 | -3,270.91 |
| Credit Card Charge | 06/11/2018 | | Leavenworth Parking | X | -3.00 | -3,273.91 |
| Credit Card Charge | 06/13/2018 | | Safeway | X | -29.32 | -3,303.23 |
| Credit Card Charge | 06/14/2018 | 8360 | UPS | X | -11.09 | -3,314.32 |
| Credit Card Charge | 06/25/2018 | | Skamania Lodge | X | -226.58 | -3,540.90 |
| Total Charges and Cash Advances | | | | | -3,540.90 | -3,540.90 |
| Total Cleared Transactions | | | | | -3,540.90 | -3,540.90 |
| Cleared Balance | | | | | 3,540.90 | 9,492.01 |
| Uncleared Transactions | | | | | | |
| Charges and Cash Advances - 54 items | | | | | | |
| Credit Card Charge | 06/30/2017 | | Best Buy | | -65.25 | -65.25 |
| Credit Card Charge | 08/22/2017 | 7846 | Fed Ex | | -18.32 | -83.57 |
| Credit Card Charge | 09/06/2017 | 7868 | San Francisco Stre... | | -33.92 | -117.49 |
| Credit Card Charge | 09/06/2017 | 7754 | Trader Joes | | -33.58 | -151.07 |
| Credit Card Charge | 09/06/2017 | 7868 | Wagners European ... | | -32.67 | -183.74 |
| Credit Card Charge | 09/06/2017 | 7852 | Spooner Berry Farm | | -23.00 | -206.74 |
| Credit Card Charge | 10/24/2017 | 8017 | Dispute Resolution ... | | -30.00 | -236.74 |
| Credit Card Charge | 10/27/2017 | 8005 | Minuteman Press | | -890.43 | -1,127.17 |
| Credit Card Charge | 10/27/2017 | 8008 | SPSCC | | -154.75 | -1,281.92 |
| Credit Card Charge | 10/27/2017 | 8024 | San Francisco Stre... | | -152.70 | -1,434.62 |
| Credit Card Charge | 10/27/2017 | 8023 | Albertsons | | -68.45 | -1,503.07 |
| Credit Card Charge | 10/27/2017 | 8007 | Brown Paper Tickets | | -53.74 | -1,556.81 |
| Credit Card Charge | 10/27/2017 | 8011 | Starbucks | | -34.71 | -1,591.52 |
| Credit Card Charge | 10/27/2017 | 7959 | Facebook | | -30.00 | -1,621.52 |
| Credit Card Charge | 10/27/2017 | 8003 | Dispute Resolution ... | | -30.00 | -1,651.52 |
| Credit Card Charge | 10/27/2017 | 8026 | Fred Meyer | | -26.89 | -1,678.41 |
| Credit Card Charge | 10/27/2017 | 8028 | Haggen | | -18.01 | -1,696.42 |
| Credit Card Charge | 10/27/2017 | 8029 | Olympia Food Co-Op | | -14.90 | -1,711.32 |
| Credit Card Charge | 10/31/2017 | 7979 | Caspio Inc | | -59.00 | -1,770.32 |
| Credit Card Charge | 10/31/2017 | 8044 | Dispute Resolution ... | | -30.00 | -1,800.32 |
| Credit Card Charge | 10/31/2017 | 7980 | Dispute Resolution ... | | -30.00 | -1,830.32 |
| Credit Card Charge | 10/31/2017 | 8016 | Dispute Resolution ... | | -30.00 | -1,860.32 |
| Credit Card Charge | 10/31/2017 | 7993 | Dispute Resolution ... | | -30.00 | -1,890.32 |

9:26 AM

07/04/18

Thurston Conservation District
Reconciliation Detail
Wells Fargo, Period Ending 06/17/2018

| Type | Date | Num | Name | Clr | Amount | Balance |
|--|------------|------|-----------------------|-----|-----------|-----------|
| Credit Card Charge | 11/01/2017 | 7983 | Brown Paper Tickets | | -26.87 | -1,917.19 |
| Credit Card Charge | 11/08/2017 | 7981 | Office Depot | | -209.08 | -2,126.27 |
| Credit Card Charge | 11/08/2017 | 7882 | San Francisco Stre... | | -47.04 | -2,173.31 |
| Credit Card Charge | 11/08/2017 | 7982 | Wagners European ... | | -25.05 | -2,198.36 |
| Credit Card Charge | 11/08/2017 | 7882 | Trader Joes | | -11.98 | -2,210.34 |
| Credit Card Charge | 11/08/2017 | 7982 | Trader Joes | | -7.99 | -2,218.33 |
| Credit Card Charge | 11/14/2017 | | Window Seat Media | | -2,002.04 | -4,220.37 |
| Credit Card Charge | 11/14/2017 | 7907 | Amazon | | -292.95 | -4,513.32 |
| Credit Card Charge | 11/14/2017 | 7920 | Harbor Freight | | -144.20 | -4,657.52 |
| Credit Card Charge | 11/14/2017 | | T Sheets | | -85.00 | -4,742.52 |
| Credit Card Charge | 11/14/2017 | | Crains Office Supply | | -73.97 | -4,816.49 |
| Credit Card Charge | 11/14/2017 | 7905 | Starbucks | | -34.71 | -4,851.20 |
| Credit Card Charge | 11/14/2017 | 7919 | Olympia Food Co-Op | | -32.53 | -4,883.73 |
| Credit Card Charge | 11/14/2017 | 7917 | Cab | | -27.43 | -4,911.16 |
| Credit Card Charge | 11/14/2017 | 7919 | Haggen | | -21.26 | -4,932.42 |
| Credit Card Charge | 11/14/2017 | 7905 | Trader Joes | | -18.95 | -4,951.37 |
| Credit Card Charge | 11/14/2017 | 7918 | Fred Meyer | | -8.69 | -4,960.06 |
| Credit Card Charge | 12/08/2017 | 8074 | Staples | | -170.64 | -5,130.70 |
| Credit Card Charge | 12/08/2017 | 8089 | Facebook | | -10.00 | -5,140.70 |
| Credit Card Charge | 12/31/2017 | | UPS | | -19.71 | -5,160.41 |
| Credit Card Charge | 01/10/2018 | | | | -94.88 | -5,255.29 |
| Credit Card Charge | 03/13/2018 | 8146 | Caspio Inc | | -59.00 | -5,314.29 |
| Credit Card Charge | 03/13/2018 | 8156 | REI | | -16.27 | -5,330.56 |
| Credit Card Charge | 03/21/2018 | 8075 | Crains Office Supply | | -442.39 | -5,772.95 |
| Credit Card Charge | 03/21/2018 | 8076 | Crains Office Supply | | -140.80 | -5,913.75 |
| Credit Card Charge | 03/21/2018 | | T Sheets | | -80.00 | -5,993.75 |
| Credit Card Charge | 03/21/2018 | 8091 | Chevron | | -68.04 | -6,061.79 |
| Credit Card Charge | 03/21/2018 | 7964 | Orca Books | | -36.88 | -6,098.67 |
| Credit Card Charge | 03/21/2018 | 8089 | Port of Kingston | | -5.00 | -6,103.67 |
| Credit Card Charge | 05/16/2018 | | Trader Joes | | -24.54 | -6,128.21 |
| Credit Card Charge | 06/07/2018 | | Skamania Lodge | | -226.58 | -6,354.79 |
| Total Charges and Cash Advances | | | | | -6,354.79 | -6,354.79 |
| Payments and Credits - 2 Items | | | | | | |
| Bill | 06/14/2018 | | Wells Fargo | | 500.00 | 500.00 |
| Bill | 06/15/2018 | | Wells Fargo | | 500.00 | 1,000.00 |
| Total Uncleared Transactions | | | | | -5,354.79 | -5,354.79 |
| Register Balance as of 06/17/2018 | | | | | 8,895.69 | 14,846.80 |
| New Transactions . | | | | | | |
| Charges and Cash Advances - 7 Items | | | | | | |
| Credit Card Charge | 06/19/2018 | | Trader Joes | | -19.45 | -19.45 |
| Credit Card Charge | 06/20/2018 | | Nineveh Assyrian | | -302.39 | -321.84 |
| Credit Card Charge | 06/20/2018 | | San Francisco Stre... | | -55.20 | -377.04 |
| Credit Card Charge | 06/21/2018 | | Wenatchee Valley M... | | -250.00 | -627.04 |
| Credit Card Charge | 06/21/2018 | 8363 | US Postal Service | | -33.50 | -660.54 |
| Credit Card Charge | 06/22/2018 | 8364 | UPS | | -33.45 | -693.99 |
| Credit Card Charge | 06/28/2018 | 8370 | UPS | | -9.85 | -703.84 |
| Total Charges and Cash Advances | | | | | -703.84 | -703.84 |
| Total New Transactions | | | | | -703.84 | -703.84 |
| Ending Balance | | | | | 9,599.53 | 15,550.64 |



| | |
|--|---|
| CONTRACT NUMBER: CBO23407 | SUBRECIPIENT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| | FFATA FORM REQUIRED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |

THIS AGREEMENT is made by and between the State of Washington Department of Health, hereinafter referred to as DOH, and the party whose name appears below, hereinafter referred to as Contractor.

CONTRACTOR NAME and ADDRESS:

Thurston Conservation District
2918 Ferguson Street SW, Suite A
Tumwater, WA 98512

UBI #: 600-330-344

PURPOSE: The purpose of this contract is to collaborate with Thurston Conservation District to restore riparian function while preserving farmland in Henderson Inlet, Eld Inlet, Totten Inlet and the Nisqually reach.

IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK: The Contractor shall provide all the necessary personnel, equipment, materials, goods and services and otherwise do all things necessary for or incidental to the performance of the work as described in **Exhibit A**, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance under this contract shall be from the **Date of Execution** *through* **March 31, 2020** unless sooner terminated as provided herein.

DEPARTMENT OF ENTERPRISE SERVICES APPROVAL: This contract may be required to be filed with the Department of Enterprise Services (DES) for approval under the provisions of Chapter 39.26 RCW. No contract or amendment required to be so filed is effective and no work thereunder shall be commenced nor payment made therefore until ten (10) working days following the date of filing, and, if required, until approved by DES. In the event DES fails to approve the contract or amendment, the contract shall be null and void.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): If checked above, this contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at <http://www.dnb.com/>.

Information about your organization and this contract will be made available on www.USASpending.gov by DOH as required by P.L. 109-282. DOH's form, Federal Funding Accountability and Transparency Act

Data Collection Form, is considered part of this contract and must be completed and returned along with the contract.

CONSIDERATION: The maximum consideration available under this contract **shall not exceed \$300,000** without a properly executed written amendment signed by representatives of both parties authorized to do so. Consideration includes but is not limited to all taxes, fees, surcharges, etc.

Source of Funds:

Federal: \$300,000 State: \$0 Other: \$0 TOTAL: \$300,000

Contractor agrees to comply with all applicable rules and regulations associated with these funds.

Unless otherwise indicated in this contract, any State funds which are unexpended as of June 30th will not be available for carry over into the next State fiscal year (July – June).

INVOICES AND PAYMENT: Contractor will submit invoices to the DOH Project Manager for all amounts to be paid. Invoices must reference this contract number and provide detailed information as requested. All invoices must be approved by DOH prior to payment; approval will not be unreasonably withheld. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget. DOH will return all incorrect or incomplete invoices and will not pay for services that occur outside the period of performance. The Contractor will not invoice for services if they are entitled to payment, have been, or will be paid by any other source for that service.

DOH will issue payment within 30 days of receiving a correct and complete invoice and approving the deliverable(s). DOH must receive correct and complete invoices per the Statement of Work, Exhibit A (if applicable) or within 60 days after the contract expiration date, whichever is earlier. Late invoices will be paid at the discretion of DOH and are contingent upon the availability of funds. Failure to submit a properly completed IRS form W-9 may result in delayed payments.

GOVERNANCE: In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal statutes and regulations
- B. State statutes and regulations
- C. Contract amendments
- D. The contract (in this order)
 - 1. Federal compliance and Standard Federal Certifications and Assurances (Attachment 1)
 - 2. Primary document (document that includes the signature page)
 - 3. Standard/General Terms and Conditions (Exhibit B)
 - 4. Statement of Work (Exhibit A)

UNDERSTANDING: This contract, including referenced exhibits, attachments and documents included herein by reference, contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall exist or bind any of the parties hereto.

APPROVAL: This contract shall be subject to the written approval of DOH Contracting Officer and shall not be binding until so approved. Only the Contracting Officer or his/her designee, by written delegation made prior to action, shall have the expressed, implied, or apparent authority to alter, amend, modify, or

waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contracting Officer.

IN WITNESS WHEREOF: DOH and the Contractor have signed this contract.

| | |
|-----------------------------------|------|
| CONTRACTOR SIGNATURE | DATE |
| PRINT OR TYPE NAME AND TITLE | |
| DOH CONTRACTING OFFICER SIGNATURE | DATE |

This document has been approved as to form only by the Assistant Attorney General.

NOTE: The Contractor's signature is also required on Attachment 1, Federal Certifications and Assurances (*pages 51 and 54*).

STATEMENT OF WORK
DOH CONTRACT CBO23407
THURSTON CONSERVATION DISTRICT
DATE OF EXECUTION – MARCH 31, 2020

Shellfish Strategic Initiative
Bringing Together Farms and Fish for Water Quality and Habitat Protection

| Federal Grant Information Sheet | | | | | | | | | | |
|-------------------------------------|--------------------|---|---|--------|---|-----------------------------|--|---|--------------------------|-----------------------------|
| Subrecipient/Contractor | | | Thurston Conservation District | | DOH Contract Manager | | Contact Information | | | |
| Contract # | | | CBO23407 | | Tracy Farrell | | Tracy.hawkins@doh.wa.gov 360.236.3337 | | | |
| DUNS # | | | 168 783 850 | | Kirsten Weinmeister | | Approved Indirect Rate | | | |
| Period of Performance | | | DOE - March 31, 2020 | | 10% of staff salary | | | | | |
| Project Description | | | NTA 2016-0352 Bringing Together Farms and Fish for Water Quality and Habitat Protection | | | | | | | |
| Federal Award Identification Number | Federal Award Date | Federal Agency Name | Total Amount off the Federal Award to DOH | CFDA # | CFDA Program Title | Name of Pass Through Agency | Amount of Federal Funds Obligated by This Action | Total Amount of Federal Funds Obligated for This Funding Source | Research and Development | Limiting Indirect Cost Rate |
| PC01J18001-0 | 8/2/2016 | United States Environmental Protection Agency | \$5,000,000 | 66.123 | Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program | WA Dept. of Health | \$300,000 | \$300,000 | No | N/A |

Contract number: CBO23407

Subrecipient Organization: Thurston County Conservation District

Subrecipient Contact: Amy Hatch-Winecka, amyhw@thurstoncd.com, (360) 754-3588, 2918 Ferguson St SW, Tumwater, WA 98512

DUNS #: 168 783 850

UBI#: 603 330 344

Statewide Vendor#: SWV0018442-00

DOH Contract Manager: Kirsten Weinmeister, Kirsten.Weinmeister@doh.wa.gov (360) 236-3205; Tracy Hawkins, Tracy.Hawkins@doh.wa.gov (360) 236-3337

Approved Indirect Rate: 10% of staff salary

Period of Performance: Date of Execution - March 31, 2020

Brief Project Description: Focusing in agricultural lands adjacent salmon-bearing streams, this collaboration will restore riparian function while preserving farmland in Henderson, Eld, and Totten Inlets and the Nisqually reach.

Not to exceed: \$ 300,000

Near Term Action ID: 2016-0352

OVERVIEW

Working with a broad coalition of partners, Thurston Conservation District (Thurston CD) will continue the effort to identify and match owners of fallow land with new farmers ready to turn dirt (Thurston FarmLink). Thurston CD will facilitate up to 15 matches. Thurston CD will develop options to keep identified farmland in production or protected with a conservation easement. An interactive public database will be accessible via the FarmLink program. The FarmLink will assist in matching farmers in need of land with landowners who have suitable property available for lease (e.g. a blueberry producer is placed in a lease site with site conditions that support blueberry production). Landowners can enroll in FarmLink, then proceed to look for land or landowners that fit their needs. Landowners connect and when that occurs, they become FarmLink matches.

Thurston CD will provide farm management and farm marketing / business training with a total of 20 workshops and farm tours to new and existing farmers. Thurston CD will provide hands-on farm training to a maximum of 500 participants and will create and deliver an Urban Farm Program.

As a case study, agricultural land adjacent to salmon-bearing streams, in the geographic areas of Henderson, Eld, and Totten Inlets and Nisqually Reach that drain into Puget Sound will be restored with a blend of native plantings and perennial crops to implement the new riparian buffer recommendations as a demonstration site for all of the Salish Sea. These will be in addition to the restoration / conservation efforts on private properties in priority areas.

GOALS & MEASURABLE OBJECTIVES

This simply summarizes key deliverables and measures called out in the tasks below. This table is a component of the FEATS report.

| Description (e.g., "shellfish beds reopened") | Units (e.g. "acres") | Targets (“number”) |
|--|---|-----------------------|
| Protect 200 acres of agricultural land near waterways in Puget Sound Watersheds through conservation easements or other conservation protections | Acres | 200 |
| 3 landowners implementing conservation easements/other conservation protections. | landowners | 3 |
| Convene and facilitate conservation entities to approach conservation in a coordinated and strategic fashion. Identify landowners with farmland in transition. Negotiate conservation easement or fee simple purchase. | Quarterly meetings with conservation partners | 8 |
| Send 100 potential matches to South Sound FarmLink participants. | Potential matches | 100 |
| Reach a minimum of 500 landowners based on proximity to waterways and enroll 20 in South Sound FarmLink Program as landowners or land seekers. | Reach/enroll | 500/20 |

| | | |
|--|-----------------------------|----------|
| Provide technical assistance to 8 school gardens | School gardens worked with | 8 |
| Provide technical assistance to 5 beginning or existing community gardens | Work with Community gardens | 5 |
| 200 individuals reached regarding urban agricultural practices and the impacts on water quality | Reach | 200 |
| Implement riparian buffer protection utilizing native plants and perennial agricultural crops. | acres | Up to 50 |
| Provide education to farmers for business planning, marketing and Best Management Practices (note – this is in addition to the 500 reached above). | participants | 500 |
| Provide 20 workshops/farm tour opportunities. | Workshops/tours | 20 |
| Provide business training and financial assistance to 20 farmers. | assistance | 20 |

TASKS & DELIVERABLES

The following are the tasks, deliverables, and deadlines associated with this subaward:

- ▶ TASK 0. Project Development

This task must be completed before initiating any other work under this subaward. Work completed prior to the completion of Task 0 will be ineligible for reimbursement under this subaward.

0.1 Project Spatial Data and Climate Change Assessment

In the tasks below Sub-recipients will create a detailed project outline and timeline to describe project expectations and outcomes. DOH has facilitated a review of the project to see if actions may have climate change intersections and no additional requirements are necessary.

Project managers should provide relevant spatial data for their project. All project managers should submit project coordinates (latitude, longitude) in decimal degrees in the following format. The coordinates of a subrecipient's office may also be used.

PROJECT LOCATION: For place specific project grants only, otherwise enter 'N/A'

| | | | |
|----------------------|-------------------|-----------------------|--------------------|
| 18a. Latitude | 47 1'16" N | 18b. Longitude | 122 56'39"W |
|----------------------|-------------------|-----------------------|--------------------|

0.2 QUALITY ASSURANCE PROJECT PLAN (QAPP) DEVELOPMENT

Sub-recipient will submit a Quality Assurance Project Plan Waiver form using after reviewing the Washington State Department of Ecology's NEP Quality Assurance web page: (<https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance>) If a QAPP is required, sub-recipients will work with Ecology's NEP Quality Coordinator -NEP QC to develop and approve the QAPP. Work related to collecting new or using existing environmental data may not begin until the QAPP waivers are completed and is approved.

Work related to collecting environmental data may not begin until the QAPP or waivers are completed and approved. The detailed project plan (Task 1.1) may be appended to the QAPP waiver form in lieu of completing page 2.

0.3 EVALUATION PLAN ([DOH TEMPLATE](#)):

Complete short one page planning document describing your program's plans for evaluation including data collection methods. Following project, used to discuss what the outcome results tell you about the impact and success of your program activities.

0.4 EFFECTIVENESS CONSULTATION (If APPLICABLE):

The sub-recipient will contact and consult via telephone (30 minutes) with the Puget Sound Partnership (PSP) effectiveness team regarding project metrics being tracked. PSP effectiveness team will provide an analysis approach for the NTA, about a paragraph per project, and will provide

results of the effectiveness analysis to the Shellfish Strategic Initiative Advisory Team. The Shellfish SI grant program representative will send an email to put the sub-recipient in contact with the PSP effectiveness team.

| Number | Deliverable | Reimbursement | Completion date |
|--------|---|---|---|
| 0.1 | Project Spatial Data and Climate Assessment | Reimbursement up to \$500 based on actual costs | July 15, 2018 |
| 0.2 | QAPP Waiver Determination Form and QAPP if required | | Draft due within 30 days of agreement start date |
| 0.3 | Evaluation Plan | | Draft due within 60 days of agreement start date. Final due at contract completion. |
| 0.4 | Effectiveness consultation (if necessary) | | March 31, 2020 |

►► TASK 1. Project Management and Reporting

This task describes the data collection and reporting requirements associated with this sub award. Maintenance of project records, submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting and inter-local agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project and submittal of required performance items. Carry out project in accordance with any completion dates outlined in the agreement.

Refer to and comply with all underlying federal terms and conditions.

1.1 PROJECT FACTSHEET

Create a project factsheet ([using provided template](#)) and submit in MS word with first quarterly report.

1.2 QUARTERLY INVOICING AND PROGRESS REPORTS

The sub-recipient will email quarterly progress reports, deliverables and invoices with all applicable forms included with the A19-1A, to the Department of Health Contract Administrator. Invoices must be submitted at least quarterly and but no more frequently than monthly. Invoices will be reviewed for consistency with progress.

The reporting periods are synced to inform the Grant Program's EPA reporting schedule; therefore, it is critical that the Project Sponsor submit

according to the following schedule. [A template](#) is provided. Progress reports shall include, at a minimum:

- A description of the work completed in the last quarter, including total spending by the project sponsor and any partners and any completed deliverables.
 - The status and completion date for the project activities and near-term deliverables.
 - Description of any problem or circumstances affecting the completion date, scope of work, or costs.
 - Evidence that you have satisfactorily completed all the reporting requirements (see below).
- | | | |
|------------------------|----------------------|--|
| First Quarter Period: | January 1 – March 31 | FEATS will serve as project summary (see Task 1.2.1) |
| Second Quarter Period: | April 1 – June 30 | Summary due by July 15 |
| Third Quarter Period: | July 1 – Sept. 30 | FEATS will serve as project summary (see Task 1.2.1) |
| Fourth Quarter Period: | October 1 – Dec. 31 | Summary due by January 15 |

Reporting requirements:

1.2.1 FEATS

Complete bi-annual FEATS (*Financial and Ecosystem Accounting Tracking System*) progress reports, as well as a final FEATS report. The final FEATS report, reflecting the final project billing, will be provided during project closeout, after the end of the grant, and will describe the entire project, highlighting project outcomes and discussing lessons learned.

FEATs Reporting must be completed by:

April 1
October 1

Final FEATs report completed by:

Upon contract completion

1.2.2 PUGET SOUND PARTNERSHIP REQUIRED NTA REPORTING

NTA owners are required to report on the following:

- Implementation status of their actions on a semiannual basis
- Financial status of their actions on an annual basis

NTA reporting completed between:

Spring and Fall: 2018, 2019, 2020

NTA financial reporting completed between:

Summer: 2018 and 2019

Complete bi-annual FEATS (*Financial and Ecosystem Accounting Tracking System*) progress reports, as well as a final FEATS report. The final FEATS report, reflecting the final project billing, will be provided during project closeout, after the end of the grant, and will describe the entire project, highlighting project outcomes and discussing lessons learned.

1.2.3 STORAGE AND RETRIEVAL AND WATER QUALITY EXCHANGE (STORET) DATA REPORTING

STORET refers to an electronic data system for water quality monitoring data developed by EPA. If sub-recipients collect any physical, chemical or environmental data (e.g. dissolved oxygen, water temperature, salinity, turbidity, pH, phosphorous, total nitrogen, E. coli or Enterococci, and other biological and habitat data) than STORET reporting will be required. Data for an entire calendar year (Jan 1 – Dec. 31) should be submitted annually. To assist in tracking in STORET, name your project as follows: NEP_2017 (*insert organization name*); the unique project ID needs to be 35 characters or less. Include the STORET ID in the quarterly progress reports. [Here](#) is an entry verification sample for reference.

STORET reporting completed by:

See FEATS schedule, Task 1.2.1

Final STORET entry completed by:

Upon contract completion

1.2.4 WOMEN/MINORITY-OWNED BUSINESS (MBE/WBE) REPORTS

MBE/WBE reporting is required annually. This federal reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000, including amendments and/or modifications. The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

MBE/WBE reporting completed by:

October 15, annually

And upon contract completion

1.3 FINAL PROJECT REPORT

A final report will be written by the project owners that describes the methods, results, lessons learned and recommendations for future work. The final report will evaluate the success of achieving the performance measures identified in the detailed project plan. Included with the final project report will be an updated Project Factsheet (see 1.1).

| Number | Deliverable | Reimbursement | Completion date |
|--------|--|---|---|
| 1.1 | Project Fact Sheet | Reimbursement up to \$29,478.80 based on actual costs | July 15, 2018 |
| 1.2 | Quarterly invoice and Project Summaries | | July and January 15, annually |
| 1.2.1 | Semi-annual FEATS reports | | April and October 1, annually |
| 1.2.2 | PSP Required NTA Reporting <ul style="list-style-type: none"> Implementation Status | | Spring and Fall 2018, 2019 and 2020 |
| | <ul style="list-style-type: none"> Financial Status | | Summer 2018 and 2020 |
| 1.2.3 | STORET (if required) | | Per FEATS schedule 1.2.1 |
| 1.2.4 | MBE/WBE Reporting | | October 15, annually and upon contract completion |
| 1.3 | Final report and updated Fact Sheet | | Updated contract completion |

►► TASK 2. Protection of Agricultural Land and Water Quality in South Puget Sound Waterways

This task focuses on working with agricultural producers to retain land in agricultural production and protecting water quality by investing in economic development. On a quarterly basis, the Thurston Conservation District will convene all of the organizations responsible for negotiating and executing conservation easements in Thurston County. This facilitation will identify landowners with farmland in or nearing transition from production into development and will negotiate three conservation easements or other conservation protections on the identified lands. Thurston Conservation District will grow the South Sound FarmLink program, which matches land seekers and land holders to create lease and sale agreements. At least 500 landowners will be educated about the program, with 20 individuals enrolling in the FarmLink program as either landowners or land seekers and 100 potential matches shared to participants, thereby retaining land in agricultural production. This program will also grow through an increased resource library for participants containing lease templates, land financing tools, equipment and infrastructure lease structures etc. to support participants to match with confidence and success.

Thurston Conservation District will also create an urban agricultural program consisting of technical assistance for urban properties, programmatic and technical assistance for school gardens, and technical assistance for community gardens. As Thurston County continues to develop and population increases, there are farms located within the Urban Growth Areas and small backyard crops and livestock being raised by urban residents. Each of these activities poses a threat to the water quality of Puget Sound. By creating and delivering an urban agricultural program that guides residents in taking actions to prevent pollution to water, TCD will help prevent and reverse water quality infractions. Landowner based technical assistance will be complemented by community programming and technical assistance in both school and community gardens to better serve all residents, including non-homeowners, in preventing water pollution through their community gardening practices. TCD's urban agriculture program will also include the production of new outreach materials including an urban livestock manual and urban gardening guide. Water quality monitoring conducted by the South Sound GREEN program will document the trends and results of this work.

2.1 PROTECT 200 ACRES OF AGRICULTURAL LAND NEAR WATERWAYS IN SOUTH PUGET SOUND

On a quarterly basis, the Thurston Conservation District will convene all of the organizations responsible for negotiating and executing conservation easements in Thurston County to develop and implement a strategic approach to agricultural land conservation. This facilitation will identify landowners with farmland in or nearing transition from production into development and will negotiate three conservation easements or other conservation protections on the identified lands that have been submitted for grant review and funding. Partners in this effort include: Capitol Land Trust and South of the Sound Community Farmland Trust.

2.2 GROW SOUTH SOUND FARMLINK PROGRAM

The Thurston Conservation District will grow the South Sound FarmLink program, which matches land seekers and land holders to create lease and sale agreements. At least 500 landowners will be reached regarding the program, with 20 individuals enrolling in the FarmLink program as either landowners or land seekers and 100 potential matches shared to participants, thereby retaining land in agricultural production. This program will also grow through an increased resource library for participants containing lease templates, land financing tools, equipment and infrastructure lease structures etc. to support participants to match with confidence and success.

2.3 Develop and actively deliver an Urban Agriculture Program

Thurston Conservation District will create an urban agricultural program consisting of technical assistance for urban properties, programmatic and technical assistance for school gardens, and technical assistance for community gardens. As Thurston County

continues to develop and population increases, there are farms located within the Urban Growth Areas and small backyard crops and livestock being raised by urban residents. Each of these activities poses a threat to the water quality of Puget Sound. By creating and delivering an urban agricultural program that guides residents in taking actions to prevent pollution to water, TCD will help prevent and reverse water quality infractions. Landowner based technical assistance will be complemented by community programming and technical assistance in both school and community gardens to better serve all residents, including non-homeowners, in preventing water pollution through their community gardening practices. TCD's urban agriculture program will also include the production of new outreach materials including an urban livestock manual and urban gardening guide. Water quality monitoring conducted by the South Sound GREEN program will document the trends and results of this work (water quality work done in support of this grant but not funded by this grant).

| Number | Deliverable | Reimbursement | Completion date |
|--------|--|--|-----------------|
| 2.1 | <ul style="list-style-type: none"> a. Convene partners quarterly b. Three conservation easements being considered for funding <p>Submit meeting agendas and notes and attendees, and project products and identification of any properties in consideration.</p> | Reimbursement up to \$119,701.68 based on actual costs | 03-31-2020 |
| 2.2 | <ul style="list-style-type: none"> a. 500 individuals reached b. 20 new enrollees into South Sound FarmLink | | 03-31-2020 |
| 2.3 | <ul style="list-style-type: none"> c. 100 potential matches shared d. creation of robust resource library e. Create Urban Livestock Manual publication | | 03-31-2020 |

| | | | |
|--|---|--|--|
| | <ul style="list-style-type: none"> f. Create urban gardening guide publication g. Provide technical assistance to 8 school gardens h. Provide technical assistance to 5 beginning or existing community gardens i. 200 individuals reached regarding urban agricultural practices and the impacts on water quality j. Submit all publications and printed material to DOH for one week review prior to finalizing. | | |
|--|---|--|--|

►► **TASK 3. Implementation of Riparian Buffers**

Identify and restore up to five sites totaling up to 50 acres with a blend of native riparian buffers and perennial agricultural crops. As much of the riparian areas have transitioned to agriculture, it is difficult to put in place a solution where natural riparian processes are able to function while allowing the producer to continue to garner economic benefit from the buffer area. This solution hybridizes the buffer area into one that features from native blends of shrubs and trees into one of perennial crops such as fruit trees, blueberries, artichokes, or similar. The intent is to continue to provide shade and macroinvertebrate production necessary for biological stream processes while also allowing for some economic viability for the landowner from crops that do not require annual cultivation. This is not a full restoration but a blend that acknowledges the presence of humans in our watersheds that require productivity from their land beyond ecosystem services.

3.1 IMPLEMENT RIPARIAN BUFFERS UTILIZING A BLEND OF NATIVE PLANTS AND PERENNIAL AGRICULTURAL CROPS

Identify and restore up to five sites with a blend of native riparian buffers and perennial agricultural crops, totaling 50 acres. Ensure sites can be utilized as demonstration sites and that a minimum of 75% of the plantings survive.

DESCRIPTION

| Number | Deliverable | Reimbursement | Completion date |
|--------|---|--|-----------------|
| 3.1 | Up to 50 acres of riparian buffer restored utilizing native plants and perennial agricultural crops. Submit Planting and Monitoring Plan for approval. | Reimbursement up to \$100,501.81 based on actual costs | 03-31-2020 |

►► TASK 4. Provide Education to Landowners

Thurston Conservation District will provide business training, marketing, and guidance on the implementation of Best Management Practices. Thurston CD will conduct 20 workshops and tours, reaching a minimum of 500 farmers and landowners. Additionally, business and marketing training will be provided to a minimum of 20 farmers.

| Number | Deliverable | Reimbursement | Completion date |
|--------|--|---|---|
| 4.1 | a. Provide educational opportunities to a minimum of 500 landowners b. Conduct 20 workshops and tours c. Provide business and marketing training to a minimum of 20 producers. | Reimbursement up to \$46,752.60 based on actual costs | Submit draft outreach materials to DOH for review one week review (including workshops and tour flyers) 03-31-2020 |

►► TASK 5. Broader Impacts and Communication

Work with DOH to determine targeted audience and ensure purpose of communication is clear.

5.1 PRESENT AT REGIONAL CONFERENCE

Participate in and present project outcomes at a regional knowledge exchange event relevant to the project topic (conference, forum, stakeholder workshop). Submit draft materials to DOH for review prior to event.

5.2 PHOTOS

Submit high-quality project photos or video clips of the project (process, progress, etc.). Ensure anyone in the photo or video has signed a release in case photos or videos are used for future publications.

| Number | Deliverable | Reimbursement | Completion date |
|--------|--|--|---|
| 5.1 | Submit draft presentation materials to DOH | Reimbursement up to \$3,562.02 based on actual costs | 30 days prior to event |
| 5.1 | Present at a 2018/9 regional conference | | 02-28-2019 |
| 5.2 | Submit project photos | | With FEATS and/or final project report per Task 1 schedule. |

| BUDGET | |
|---|-------------------|
| Category | Amount |
| Salaries | 156,639.28 |
| Benefits | Included in above |
| Contracts | 111,000.00 |
| Total Direct Costs | 263,779.20 |
| Indirect Costs (must be supported by and applied according to Federally Approved Indirect Rate (calculations based on rate of 10% of salaries) | 15,307.73 |
| TOTAL | 300,000.05 |

Federal Terms and Administrative Conditions

1. General Terms and Conditions - Updated 4-27-2017

The subrecipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-april-27-2017-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award, and are added to the end of this document.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>.

2. General Terms and Conditions - Consultant Cap - Additional Information

In addition to the General Terms and Conditions #6 "Consultant Cap", as of January 1, 2017, the limit is \$622.72 per day \$77.84 per hour.

NOTE: For future years' limits, the subrecipient may find the annual salary for Level IV of the Executive Schedule on the following Internet site: <http://www.opm.gov/bca>. Select "Salary and Wages", and select "Rates of Pay for the Executive Schedule". The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

3. General Terms and Conditions - Cybersecurity

The subrecipient agrees to comply with the current EPA general terms and conditions "Cybersecurity". The terms and conditions can be found on the EPA Grants Terms and Conditions Website.

For STATES:

<http://www2.epa.gov/sites/production/files/2015-07/documents/stategrantcybersecuritycondition.pdf>.

For TRIBES:

<http://www2.epa.gov/sites/production/files/2015-07/documents/tribalgrantcybersecuritycondition.pdf>.

For Other Recipients:

[http://www2.epa.gov/sites/production/files/2015-07/documents/cyber security grant condition for other recipients.pdf](http://www2.epa.gov/sites/production/files/2015-07/documents/cyber%20security%20grant%20condition%20for%20other%20recipients.pdf).

4. General Terms and Conditions - Indirect Costs for States and Tribal

The cost principles of 2 CFR 200 Subpart E are applicable, as appropriate, to this award.

In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", if the subrecipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

The subrecipient agrees to comply with the audit requirements in accordance with 2 CFR 200 Subpart F.

5. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES(MBE/WBE) GENERAL

COMPLIANCE, 40 CFR, Part 33

The subrecipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

The subrecipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000. When completing the annual report, subrecipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, subrecipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Subrecipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the subrecipient should check the box in section 5B when completing the form.

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at <http://www.epa.gov/osbp/dbereporting.htm>.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the subrecipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government subrecipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government subrecipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce. In Washington State-The Office of Women and Minority Business Enterprises.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The subrecipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Subrecipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Subrecipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

1. For Grant Awards \$250,000 or Less

This assistance agreement is a Technical Assistance Grant (TAG); or the award amount is \$250,000 or less; or the total dollar amount of all of the subrecipient's financial assistance agreements from EPA in the current Federal fiscal year is \$250,000 or less. Therefore, the subrecipient of this assistance agreement is exempt from the fair share objective requirements of 40 CFR, Part 33, Subpart D, and is not required to negotiate fair share objectives/goals for the utilization of MBE/WBEs in its procurements.

2. For Subrecipients Accepting Goals

A subrecipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some subrecipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Subrecipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement, or the total dollar amount of all of the subrecipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The subrecipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA. The Region 10 fair share objectives/goals can be found: <http://www.epa.gov/osbp/pdfs/r10fairsharegoals.pdf>.

By signing this financial assistance agreement, the subrecipient is accepting the fair share objectives/goals and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The subrecipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the subrecipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the subrecipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the subrecipient is **not** accepting the fair share objectives/goals of another subrecipient. The subrecipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the subrecipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

3. For Subrecipients with Established Goals

The subrecipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some subrecipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Subrecipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Current Fair Share Objective/Goal

The dollar amount of this assistance agreement or the total dollar amount of all of the subrecipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The Region 10 fair share objectives/goals can be found: <http://www.epa.gov/osbp/pdfs/r10fairsharegoals.pdf>.

Negotiating Fair Share Objectives/Goals

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The subrecipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

4. For DWSRF, CWSRF and BROWNFIELDS RLF Recipients ONLY

Objective/Goals of Loan Recipients

As a subrecipient of an EPA financial assistance agreement to capitalize revolving loan funds, the subrecipient agrees to either apply its own fair share objectives negotiated with EPA to identified loans using a substantially similar relevant geographic market, or negotiate separate fair share objectives with its identified loan recipients. These separate objectives/goals must be based on demonstrable evidence of the availability of MBEs and WBEs in accordance with 40 CFR, Part 33, Subpart D.

The subrecipient agrees that if procurements will occur over more than one year, the subrecipient may choose to apply the fair share objective in place either for the year in which the identified loan is awarded or for the year in which the procurement action occurs. The subrecipient must specify this choice in the financial assistance agreement, or incorporate it by reference therein.

Programmatic Conditions

1. Semi-Annual Performance Reports

The subrecipient shall submit performance reports every six (6) months during the life of the project. Reports are due 30 calendar days after the end of each reporting period. Reports shall be submitted to the EPA Project Officer and may be provided electronically.

In accordance with 2 CFR 200.328, as appropriate, the subrecipient agrees to submit performance reports that include brief information on each of the following areas:

- a. a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
- b. the reasons why established goals were not met, if appropriate;
- c. additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the subrecipient shall immediately notify the DOH Contracts Manager of developments that have a significant impact on the award-supported activities. As appropriate, the subrecipient agrees to inform the Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

The subrecipient will submit performance reports through EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS). Reports are due 30 calendar days after the end of each reporting period. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted to the Project Officer on the FEATS form provided by the Project Officer and shall be submitted by electronic mail. The subrecipient agrees to submit performance reports that include brief information on each of the following areas:

- a. a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
- b. the reasons for slippages if established outputs/outcomes were not met;
- c. additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the subrecipient shall immediately notify the DOH Contracts Manager of developments that have a significant impact on the award-supported activities. As appropriate, the subrecipient agrees to inform the DOH Contract Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

2. Final Performance Report

The subrecipient shall submit a final performance report through FEATS, which is due 30 calendar days after the expiration or termination of the award. The report shall be submitted to the Project Officer and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period. After completion of the project, the Project Officer may waive the requirement for a final performance report if the Project Officer deems such a report is inappropriate or unnecessary.

3. Program Income – Addition

If program income is generated, the subrecipient is required to account for program income related to this project. Program income earned during the project period shall be retained by the subrecipient and shall be added to funds committed to the project by EPA and the subrecipient, and shall be used to further eligible project objectives.

4. Information Collection Requirements

EPA and the subrecipient agree to comply with the requirements of the Paperwork Reduction Act in completing the project. Because the scope of work includes a survey, a questionnaire or similar information-gathering activity, the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 *et seq.*), requires EPA to obtain Office of Management and Budget (OMB) clearance prior to the subrecipient's collection of information by means of identical questions posed to 10 or more persons.

The subrecipient will provide to the EPA Project Officer the following information: (1) description of the information to be collected; (2) explanation of the need for the information; and (3) to whom the survey is being directed.

5. Recognition of EPA Funding

Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-00J88801 to Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

6. Annual Conferences

The subrecipient may attend one or more appropriate conferences each year, which may be within the Puget

Puget Sound region. The specific conferences will be determined in consultation with the Grant Officer. The purpose of this requirement is to provide subrecipients with opportunities to learn about and benefit from other relevant initiatives and programs that relate to the funded work; to exchange information about their funded work with organizations that may benefit from their experience; and generally to raise awareness within the Puget Sound, Salish Sea, and large aquatic ecosystem protection and restoration communities of the funded work. Example of potentially relevant conferences include, but are not limited to, the biennial Puget Sound-Georgia Basin Ecosystem Conference (<http://depts.washington.edu/uwconf/psgb/>) and local or regional meetings of Tribal, professional, scientific, or other relevant associations (<http://www.wvu.edu/salishseaconference/>). Specific conferences will depend on the nature of the work proposed. Subrecipient will be allowed to use award funds to pay for travel and lodging. The subrecipient should include anticipated costs for attending conferences in their proposed budget. <https://www.eopugetsound.org/terms/354>.

7. Peer Review

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

8. Competency of Organizations Generating and/or Using Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, subrecipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <http://www.epa.gov/fem/labcomp.htm> or a copy may also be requested by contacting the EPA Project Officer for this award.

Federal Assistance Agreement Funds Up To \$200,000

Subrecipient agrees that if the total federal funding obligated on this award exceeds \$200,000 (resulting from subsequent amendments to this agreement) and will involve the use or generation of environmental data it will (unless it has otherwise done so) demonstrate competency prior to carrying out any activities involving the generation or use of environmental data under this agreement.

Federal Assistance Agreement Funds Exceed or Expect to Exceed \$200,000

Subrecipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable. The Subrecipient agrees to submit documentation and demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data.

9. STORET Requirement

Subrecipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the Agency's Storage and Retrieval (STORET) data warehouse using either WQX or WQX web. Water quality data appropriate for STORET include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the WQX/STORET structure. WQX web is a web based tool to convert data into the STORET format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the STORET warehouse, including tutorials, can be found at <http://www.epa.gov/storet/wqx/>

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in STORET or some other database). Subrecipients are encouraged to develop a cross walk between any non-STORET database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

10. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date April 16, 2013), or the October 28, 2013 guidance. Grantees shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area

to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

11. International Travel (Including Canada)

All International Travel must be approved by the Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your EPA Project Officer as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your EPA Project Officer listed on the front page of the Award Document.

12. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov

13. Model Programmatic Subaward Reporting Requirement (GPI-16-01)

The subrecipient must report on its subaward monitoring activities under 2 CFR 200.331(d).

Examples of items that must be reported if the pass-through entity has the information available are:

- Summaries of results of reviews of financial and programmatic reports.
- Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- Environmental results the subrecipient achieved.
- Summaries of audit findings and related pass-through entity management decisions.
- Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.

14. Lobbying and Litigation

- i. The chief executive officer of this subrecipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The subrecipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities. The subrecipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying.

The subrecipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

- ii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iii. Subcontracts awarded by the subrecipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- iv. Pursuant to Section 18 of the Lobbying Disclosure Act, the subrecipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

15. Quality Assurance Requirements (2 CFR 1500.11)

Subrecipient will submit a Quality Assurance Project Plan Waiver form using after reviewing the Washington State Department of Ecology's NEP Quality Assurance web page: <https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance>. If a QAPP is required, subrecipients will work with Ecology's NEP Quality Coordinator (NEP QC) to develop and approve the QAPP. Work related to collecting new or using existing environmental data may not begin until the QAPP waivers are completed and approved.
<https://fortress.wa.gov/ecy/publications/summarypages/0403030.html>.

Acceptable Quality Assurance documentation must be submitted to the EPA Project Officer within 30 days of the acceptance of this agreement or another date as negotiated with the EPA Project Officer. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the EPA Project Officer, in concert with the EPA Quality Assurance Manager, has approved the quality assurance document. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website: <http://www.epa.gov/ogd/grants/assurance.htm>.

16. ULO Stretch Goal

Recipients of EPA assistance agreements that include subawards in the approved workplan should manage their programs and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are "unspent" federal funds, not yet drawn down through disbursements to subaward recipients.

EPA encourages the reduction of these unliquidated obligations (ULOs) by applying the following programmatic term and condition to these assistance agreements with subaward projects:

The FY2016 Strategic Initiative Lead awards, the FY2016 Tribal Lead Organization award, the FY2016 Management Conference Support For Implementation Strategies award, and may apply to subsequent awards not yet identified.

Assistance agreement recipients and subrecipients are to apply these "stretch" goals throughout the life of the assistance agreement and to confer with your DOH Grant Manager whenever instances arise that make attainment of these stretch goals unlikely.

Stretch Goal: A stretch goal for utilization of funds for each new strategic initiative lead grant with subawards is established. All funds should be spent by 21/2 years in order for incremental funding to be considered at levels otherwise available for the fourth year of the grant.

Funds Awarded in FY2017 (October 1, 2016-September 30, 2017) Should all Be Drawn Down by March 2020

Funds Awarded in FY2018 (October 1, 2017-September 30, 2018) Should all Be Drawn Down by March 2021

Funds Awarded in FY2019 (October 1, 2018-September 30, 2019) Should all Be Drawn Down by March 2022

Funds Awarded in FY2020 All Should Be Drawn down by award end date.

17. Animal Subjects

The subrecipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. The subrecipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at:

<https://www.nap.edu/search/?rpp=20&ft=1&term=nine+principles+for+the+utilization+and+care+of+vertebrate+animals+used+in+testinghttp://www.nal.usda.gov/awic/pubs/IACUC/vert.htm>. For additional information about the Principles, the subrecipient should consult the Guide for Care and Use of Laboratory Animals, prepared by the Institute of Laboratory Animal Resources, National Research Council and can be accessed at: <http://www.nap.edu/readingroom/books/labrats/>.

18. Copyrighted Material and Data

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the subrecipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6)

Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data. Under Item6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of: the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

GENERAL TERMS AND CONDITIONS

I. DEFINITIONS

As used throughout this contract, the following terms shall have the meanings set forth below:

1. "Allowable Cost" shall mean an expenditure which meets the test of the Uniform Guidance (2CFR 200) (see "I. Federal Compliance"). The most significant factors affecting allowability of cost are; 1) they must be necessary and reasonable, 2) they must be allocable, 3) they must be authorized or not prohibited under State or local laws and regulations, and 4) they must be adequately documented. For more specifics see Selected Items of Cost 2 CFR 200.420).
2. "Client" shall mean an agency, firm, organization, individual or other entity applying for or receiving services under this contract.
3. "Cognizant State Agency" shall mean the State agency from whom the sub-recipient receives federal financial assistance. If funds are received from more than one State agency, the cognizant State agency shall be the agency who contributes the largest portion of federal financial assistance to the sub-recipient, unless a cognizant State agency has been designated by OFM.
4. "Confidential Information " shall mean information that is exempt from disclosure under chapter 42.56 RCW, and other State or Federal statutes and regulations.
5. "Contractor" shall mean that agency, firm, provider, organization, individual or other entity performing services under this contract. It shall include any subcontractor retained by the prime contractor as permitted under the terms of this contract.

A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the Contractor. See §200.22 Contract. Characteristics indicative of a procurement relationship between the non-Federal entity and a Contractor are when the non-Federal entity receiving the Federal funds:

- A. Provides the goods and services within normal business operations;
 - B. Provides similar goods or services to many different purchasers;
 - C. Normally operates in a competitive environment;
 - D. Provides goods or services that are ancillary to the operation of the Federal program; and
 - E. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.
6. "Contracting Officer" shall mean that individual(s) of the Contracts and Procurement Office of DOH and his/her delegates within that office authorized to execute this contract on behalf of DOH.
 7. "Department" shall mean the Department of Health (DOH) of the State of Washington, any division, section, office, unit or other entity of the department, or any of the officers or other officials lawfully representing DOH.
 8. "Equipment" shall mean an article of non-expendable, tangible property having a useful life of more than one year and an acquisition cost of \$5,000 or more.

GENERAL TERMS AND CONDITIONS

9. "Noncompliance" shall mean if a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:
- A. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
 - B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - C. Wholly or partly suspend or terminate the Federal award.
 - D. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
 - E. Withhold further Federal awards for the project or program.
 - F. Take other remedies that may be legally available.
10. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal information includes "protected health information" as set forth in 45 CFR § 164.50 as currently drafted and subsequently amended or revised and any other information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other State and Federal statutes.
11. "Reimbursement" shall mean that DOH will repay the Contractor for allowable costs incurred under the terms of this contract.
12. "Risk Assessment" shall mean (2 CFR 200.331(b)) DOH is required to evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
- A. The subrecipient's prior experience with the same or similar subawards;
 - B. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
 - C. Whether the subrecipient has new personnel or new or substantially changed systems; and
 - D. The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
13. "Sensitive Data" shall mean data that is held confidentially, and if compromised, may cause harm to individual citizens or create a liability for the State.

GENERAL TERMS AND CONDITIONS

14. "Specific Conditions"

- A. The Federal awarding agency or pass-through entity may impose additional specific award conditions as needed, in accordance with (2 CFR 200.207) paragraphs (b) and (c) of this section, under the following circumstances:
 - 1) Based on the criteria set forth in §200.205 Federal awarding agency review of risk posed by applicants;
 - 2) When an applicant or recipient has a history of failure to comply with the general or specific terms and conditions of a Federal award;
 - 3) When an applicant or recipient fails to meet expected performance goals as described in §200.210 Information contained in a Federal award; or
 - 4) When an applicant or recipient is not otherwise responsible.
 - B. These additional Federal award conditions may include items such as the following:
 - 1) Requiring payments as reimbursements rather than advance payments;
 - 2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - 3) Requiring additional, more detailed financial reports;
 - 4) Requiring additional project monitoring;
 - 5) Requiring the non-Federal entity to obtain technical or management assistance; or
 - 6) Establishing additional prior approvals.
 - C. The Federal awarding agency or pass-through entity must notify the applicant or non-Federal entity as to:
 - 1) The nature of the additional requirements;
 - 2) The reason why the additional requirements are being imposed;
 - 3) The nature of the action needed to remove the additional requirement, if applicable;
 - 4) The time allowed for completing the actions if applicable, and
 - 5) The method for requesting reconsideration of the additional requirements imposed.
 - D. Any specific conditions must be promptly removed once the conditions that prompted them have been corrected.
15. "Subcontractor" shall mean a person, partnership, or company, not in the employ of or owned by the Contractor, who is performing all or part of those services under a separate contract with or on behalf of the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier
16. "Subrecipient" shall mean a non-Federal entity that received a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. (2 CFR 200.93)

Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

GENERAL TERMS AND CONDITIONS

- A. Determines who is eligible to receive what Federal assistance;
 - B. Has its performance measured in relation to whether objectives of a Federal program were met;
 - C. Has responsibility for programmatic decision making;
 - D. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
 - E. In accordance with its contract, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of a pass-through entity.
17. "Successor" shall mean any entity which, through amalgamation, consolidation, or other legal succession becomes invested with rights and assumes burdens of the first contractor/ vendor.

II. GENERAL CONDITIONS

1. **ACCESS TO DATA** – In compliance with chapter 39.26 RCW, the Contractor shall provide access to data generated under this contract to DOH, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models. The Contractor agrees to make personal information covered under this contract available to DOH for inspection or to amend the personal information, as directed by DOH. Contractor shall, as directed by DOH, incorporate any amendments to the personal information into all copies of such personal information maintained by the Contractor or its subcontractors.
2. **ADVANCE PAYMENTS PROHIBITED** – No payment in advance or in anticipation of services or supplies to be provided under this contract shall be made by DOH.
3. **AMENDMENTS** – This contract may be amended by mutual written contract of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
4. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35** – The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.
5. **ASSIGNABILITY** – Neither this contract nor any claim arising under this contract shall be transferred or assigned by the Contractor without prior written consent of DOH.
6. **ATTORNEYS' FEES** – In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

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7. **CHANGE IN STATUS** - In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify DOH of the change. Contractor shall provide notice as soon as practicable, but no later than thirty days after such a change takes effect.
8. **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION** – The use or disclosure by any party, either verbally or in writing, of any Confidential Information shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable Federal and State laws and administrative rules governing confidentiality. Specifically, the Contractor agrees to limit access to Confidential Information to the minimum amount of information necessary, to the fewest number of people, for the least amount of time required to do the work. The obligations set forth in this clause shall survive completion, cancellation, expiration, or termination of this contract.

A. Notification of Confidentiality Breach

Upon a breach or suspected breach of confidentiality, the Contractor shall immediately notify the DOH Privacy Officer at DOHPrivacyOfficer@doh.wa.gov. For the purposes of this contract, “immediately” shall mean within two calendar days.

The Contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Contractor agrees to indemnify and hold harmless DOH for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, subcontractors, or agents.

Any breach of this clause may result in termination of the contract and the demand for return of all Information.

B. Subsequent Disclosure

The Contractor will not release, divulge, publish, transfer, sell, disclose, or otherwise make the Confidential Information known to any other entity or person without the express prior written consent of the Secretary of Health, or as required by law.

If responding to public record disclosure requests under RCW 42.56, the Contractor agrees to notify and discuss with the DOH Privacy Officer requests for all information that are part of this contract, prior to disclosing the information. The Contractor further agrees to provide DOH a minimum of two calendar weeks to initiate legal action to secure a protective order under RCW 42.56.540.

9. **CONFLICT OF INTEREST** – Notwithstanding any determination by the Executive Ethics Board or other tribunal, DOH may, in its sole discretion, by written notice to the Contractor, terminate this contract if it is found, after due notice and examination by DOH or its employee that there is a violation of the ethics in public service act, chapter 42.52 RCW, or any similar statute involving the Contractor in the procurement of, or performance of this contract.

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In the event this contract is terminated as provided above, DOH shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of DOH provided for in this section shall not be exclusive are in addition to any other rights and remedies provided by law. The existence of facts upon which DOH makes a determination under this section shall be an issue and may be reviewed as provided in the “disputes” section of this contract.

10. **COVENANT AGAINST CONTINGENT FEES** – The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. DOH shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability, or in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.
11. **DEBARMENT** – The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Federal department or agency from participating in transactions. The Contractor agrees to include the above requirement in all subcontracts into which it enters to complete this contract.
12. **DISPUTES** – The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this contract. Both parties will continue without delay to carry out their respective responsibilities under this contract while attempting to resolve the dispute under this section. When a genuine dispute arises between DOH and the Contractor regarding the terms of this agreement or the responsibilities imposed herein which cannot be resolved, either party may submit a request for non-binding mediation to the other party through the DOH Contracts Unit and the DOH Contracts Unit will notify the other party of the request for non-binding mediation. DOH Contracts will act as the initial coordination point and manage the non-binding mediation communication to and from the parties.

Each party agrees that the DOH will identify three mediators who are neutral to both parties. Each party agrees that Contractor will identify one of the three mediators to engage in this process. Each party agrees that it will be responsible for one-half (1/2) the cost of the mediator. Each party agrees that the non-binding mediation will occur at a time and place convenient to all parties, including the mediator and that preference is for the mediation to occur in Olympia or Tumwater, Washington. Each party agrees the mediation is non-binding.

A party's request for a non-binding mediation must:

- Be in writing,
- clearly state the disputed issues,
- state the relative positions of the parties, state the Contractor's name, address, and his/her contact number, the DOH Program Contract Manager.

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- be mailed to ATTN: DOH Contracts and Procurement Director, P.O. Box 47905, Olympia, WA 98504-7905 within 30 day (30) calendar days after the party could have reasonably be expected to have knowledge of the issue which he/she now disputes, or
- be emailed to DOHCON.MGMT@DOH.WA.GOV with the subject line clearly displaying the contract number and the word "DISPUTE."

The non-binding mediation process constitutes the sole administrative remedy available under this contract. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. Both parties have a duty and responsibility to timely pursue and engage in non-binding mediation. However, the requesting party may pursue judicial or quasi-judicial action prior to the completion of non-binding mediation if the subject party unnecessarily delays or intentionally frustrates the mediation process.

13. **EFFECTIVE DATE** – Unless otherwise specified under period of performance, the effective date of this contract and subsequent amendments, if any, is the date of execution. The date of execution is the last date of signature of the parties to the contract. Contractor assumes all liability for any expenses incurred prior to the date of execution or in the event the contract/amendment is not executed.
14. **GOVERNING LAW** – This contract shall be governed by the laws of the State of Washington and applicable federal laws and regulations. The venue of any legal action or suit concerning this contract shall be the Thurston County Superior Court and all actions or suits thereon shall be brought therein.
15. **INDEMNIFICATION** – To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the State of Washington, DOH, agencies of the State and all officials, and employees of the State, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials or employees.

16. **INDEPENDENT CAPACITY OF THE CONTRACTOR** – The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her

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employees or agents performing under the contract are not employees of DOH. The contractor shall not hold himself/herself out as nor claim to be an officer or employee of DOH or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

17. **INDUSTRIAL INSURANCE COVERAGE** – The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. Prior to performing work under this contract, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51RCW during the course of this contract. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DOH may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DOH may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DOH under this contract, and transmit the deducted amount to the Department of Labor and Industries, Division of Insurance Services. This provision does not waive any of the Department of Labor and Industries rights to collect from the Contractor.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

18. **INSURANCE** – The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this contract.

The Contractor shall provide insurance coverage which shall be maintained in full force and effect during the term of this Contract, as follows:

- A. **Commercial General Liability Insurance Policy** - Provide a commercial general liability insurance policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- B. **Automobile Liability** - In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:
 - 1) \$1,000,000 per occurrence, using a combined single limit for bodily injury and property damage
- C. The insurance required shall be issued by an insurance company/ies authorized to do business within the State of Washington, and shall name the State of Washington, and its employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other

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valid and collectable insurance. Contractor shall instruct the insurers to give DOH 30 days advance notice of any insurance cancellation.

Upon request, Contractor shall submit to DOH, a certificate of insurance which outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor shall submit renewal certificates as appropriate during the term of the contract.

19. **LICENSING, ACCREDITATION AND REGISTRATION** – The Contractor shall comply with all applicable local, State, and Federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.
20. **LIMITATION OF AUTHORITY** – Only the Contracting Officer or his/her delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract on behalf of DOH. No alteration, modification, or waiver of any clause or condition of this contract is effective or binding unless made in writing and signed by the Contracting Officer.
21. **NONDISCRIMINATION** – During the performance of this contract, the Contractor shall comply with all Federal and State nondiscrimination laws, regulations and policies.
22. **NONDISCRIMINATION LAWS NONCOMPLIANCE** – In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with DOH. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the disputes procedure set forth herein.
23. **OVERPAYMENTS AND ASSERTION OF LIEN** – In the event that DOH establishes overpayments or erroneous payments made to the Contractor under this contract, DOH may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property, or by requiring the posting of a bond, assignment or deposit, or some other form of security acceptable to DOH, or by doing both.
24. **PRIVACY** – Personal information including, but not limited to “protected health information” collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

DOH reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing, or investigating may include but is not limited to "salting" by DOH. Contractor shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record

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containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless DOH for any damages related to the contractor's unauthorized use of personal information.

For the purposes of this provision, personal information includes but is not limited to information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

25. **PUBLICITY** – The Contractor agrees to submit to DOH all advertising and publicity matters relating to this contract wherein DOH's name is mentioned or language used from which the connection of DOH's name may, in DOH's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of DOH.

26. **RECORDS, DOCUMENTS, AND REPORTS** –The Contractor shall maintain books, records, documents, data and other evidence relating to this contract 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 contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by DOH, personnel duly authorized by DOH, the Office of the State Auditor, and Federal and State officials so authorized by law, regulation or agreement.

If the contract reimburses the Contractor for costs incurred in performance, the Contractor shall in addition maintain books, records, documents and other evidence of procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

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.

27. **REGISTRATION WITH DEPARTMENT OF REVENUE** – The Contractor shall complete registration with the Washington State Department of Revenue, if applicable, and be responsible for payment of all taxes due on payments made under this contract.

28. **RIGHT OF INSPECTION** – The Contractor shall provide right of access to its facilities to DOH, or any of its officers, or to any other authorized employee or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance,

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compliance, and/or quality assurance under this contract. The Contractor shall make available information necessary for DOH to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of personal information obtained or used as a result of this contract shall be made available to DOH and the U.S. Secretary of the Department of Health & Human Services, upon request.

29. **RIGHTS IN DATA/COPYRIGHT** – Unless otherwise provided, all materials produced exclusively under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by DOH. DOH shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to DOH effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions that derive exclusively from the Contractor's work under this contract. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to DOH a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to DOH.

The Contractor shall exert all reasonable effort to advise DOH, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. DOH shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. DOH shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

30. **SECURITY OF INFORMATION** – Unless otherwise specifically authorized by the DOH IT Security Officer, Contractor receiving confidential information under this contract assures that:
- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer's policy, Securing Information Technology Assets, available at: <https://ocio.wa.gov/policy/securing-information-technology-assets-standards>
 - It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH IT Security Officer.
 - DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
 - It has implemented physical, electronic and administrative safeguards that are consistent with OCIO IT security standards and guidelines to prevent unauthorized access, use, modification

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or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:

- Documented access authorization and change control procedures;
- Card key systems that restrict, monitor and log access;
- Locked racks for the storage of servers that contain Confidential Information or AES encryption (128bit or stronger) to protect confidential data at rest;
- Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
- Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
- Complex passwords that are systematically enforced and expire at least every 180 days;
- Strong (Two Factor) authentication mechanisms that assure the identity of individuals who access Confidential Information;
- Account lock-out after 5 failed authentication attempts for a minimum of 20 minutes, or for Confidential Information, until administrator reset;
- AES encrypted (128bit or stronger) sessions for all data transmissions.
- Firewall rules and network address translation that isolate database servers from web servers and public networks;
- Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
- Log management and intrusion detection/prevention systems;
- A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

31. **SEVERABILITY** – If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.
32. **SITE SECURITY** – While on DOH premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. DOH reserves the right and authority to immediately revoke security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify DOH.
33. **SUBCONTRACTING** – Neither the Contractor, nor any subcontractors, shall enter into subcontracts for any of the work contemplated under this contract without prior written approval of DOH. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to DOH for any breach in the performance of the Contractor's duties. This clause does not apply to Hospitals and/or Medical Clinics that must contract with specialty physicians (e.g. anesthesiologists, radiologists, physicians groups, independent practitioners, etc.) nor does it

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include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this contract are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by law.

If, at any time during the progress of the work, DOH determines in its sole judgment that any subcontractor is incompetent or undesirable, DOH shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work.

The rejection or approval by DOH of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the contract, nor be the basis for additional charges to DOH.

DOH has no contractual obligations to any subcontractor or vendor under contract to the Contractor. The Contractor is fully responsible for all contractual obligations, financial or otherwise, to their subcontractors.

34. **SURVIVABILITY** – The terms and conditions contained in this contract which by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the contract shall survive,
35. **SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE** – In the event contract 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, DOH may give notice to Contractor to suspend performance as an alternative to termination. DOH may elect to give written notice to Contractor to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this contract. Notice may include notice by facsimile or email to Contractor's representative. Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Contractor will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Contractor gives notice to DOH that it cannot resume performance, the parties agree that the contract will be terminated retroactive to the original date of termination. If the date Contractor gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the contract will be terminated retroactive to the original date of termination.

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36. **TAXES** – All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

37. **TERMINATION FOR CONVENIENCE** – Except as otherwise provided in this contract, the Contracting Officer may, by TEN (10) calendar days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part when it is in the best interests of DOH.

If this contract is so terminated, DOH shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.

38. **TERMINATION FOR DEFAULT** – In the event DOH determines the contractor has failed to comply with the conditions of this contract in a timely manner, DOH has the right to suspend or terminate this contract. Further, DOH may terminate this contract for default, in whole or in part, if DOH has a reasonable basis to believe that the contractor has:

- A. Failed to meet or maintain any requirement for contracting with DOH;
- B. Failed to ensure the health or safety of any client for whom services are being provided under this contract;
- C. Failed to perform under, or otherwise breached, any term or condition of this contract; and/or
- D. Violated any applicable law or regulation.

Before suspending or terminating the contract, DOH shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within fourteen (14) days, the contract may be terminated or suspended. In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. DOH reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by DOH to terminate the contract. A termination shall be deemed to be a “termination for convenience” if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of DOH provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

39. **TERMINATION PROCEDURE** – Upon termination of this contract DOH may require the Contractor to deliver to DOH any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

DOH shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by DOH. In addition DOH shall pay the amount agreed upon by the Contractor and the Contracting Officer for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by DOH, and (d) the protection and preservation of the property. If the termination is for

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default, the Contracting Officer shall determine the extent of the liability of DOH. Failure to agree with such determination shall be a dispute within the meaning of the Disputes clause of this contract.

DOH may withhold from any amounts due the Contractor for such completed work or services such sum as the Contracting Officer determines to be necessary to protect DOH against potential loss or liability.

The rights and remedies of DOH provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the notice;
- Place no further orders or subcontracts for materials, services, facilities except as necessary to complete such portion of the work not terminated;
- Assign to DOH, to the extent directed by the Contracting Officer, all of the rights, titles, and interest of the Contractor under the orders and subcontracts in which case DOH has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of orders or subcontracts, with the approval or ratification of the Contracting Officer to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to DOH and deliver, as directed by the Contracting Officer, any property which, if the contract had been completed, would have been required to be furnished to DOH;
- Complete performance of such part of the work not terminated by the Contracting Officer; and,
- Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which DOH has or may acquire an interest.

40. **WAIVER OF DEFAULT** – Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of DOH.

**FEDERAL COMPLIANCE
AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES**

In the event federal funds are included in this agreement, added by future amendments(s), or redistributed between fund sources resulting in the provision of federal funds, the following sections apply: "I. Federal Compliance" and "II. Standard Federal Assurances and Certifications". In the instance of inclusion of federal funds as a result of an amendment, the contractor may be designate as a "Subrecipient" and the effective date of the amendment shall also be the date at which these requirements go into effect.

- I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. (Refer to Catalog of Domestic Assistance number(s) cited in the "Payment" section of this contract for requirements specific to that fund source.) For clarification regarding any of these elements or details specific to the federal funds in this contract, contact:

Compliance and Internal Control Officer
Office of Financial Services
Department of Health
Post Office Box 47901
Olympia, Washington 98504-7901

1. **UNIFORM ADMINISTRATIVE GUIDANCE** – The Uniform Administrative Guidance (Supercircular) became effective December 26, 2014 and combines numerous OMB Circulars into one document. This document established requirements which govern expenditure of federal funds. These requirements apply to the Department of Health, as the primary recipient of federal funds, and then follow the funds to the subrecipient. The Uniform Administrative Guidance provides the applicable administrative requirements, cost principles, and audit requirements are identified by subrecipient organization type.

Compliance Matrix

| ENTITY TYPE | OMB CIRCULAR | | |
|---|-----------------------------|----------------------|---------------------|
| | ADMINISTRATIVE REQUIREMENTS | COST PRINCIPLES | AUDIT REQUIREMENTS |
| State, Local and Indian Tribal Governments & Governmental Hospitals | 2 CFR 200 Subpart D | 2 CFR 200 Subpart E | 2 CFR 200 Subpart F |
| Non-Profit Organizations | 2 CFR 200 Subpart D | 2 CFR 200 Subpart E | 2 CFR 200 Subpart F |
| Hospitals | 2 CFR 200 Subpart D | 45 CFR 74 Appendix E | 2 CFR 200 Subpart F |
| Colleges or Universities & Affiliated Hospitals | 2 CFR 200 Subpart D | 2 CFR 200 Subpart E | 2 CFR 200 Subpart F |

2. **CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also

includes specific reporting requirements. Exemptions from the determination/verification requirement is afforded the following programs offered by the Department of Health: Family Planning, Breast & Cervical Health Program (BCHP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.

3. **CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).
 4. **SINGLE AUDIT ACT** - A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal. Uniform Administrative Guidance (Subpart F) as well as all applicable Federal and State statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of 2 CFR 200 Subpart F.
- II. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- B. have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

- D. have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-- Lower Tier Covered Transactions in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1) above;
- D. Notifying the employee in the statement required by paragraph 1), above, that, as a condition of employment under the contract, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph D. 2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the

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Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph D. 2) with respect to any employee who is so convicted:
- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

For purposes of paragraph (E) regarding agency notification of criminal drug convictions, DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer
Office of Grants Management
WA State Department of Health
PO Box 47905
Olympia, WA 98504-7905

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements exceeding \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

- C. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

- A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
- F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

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- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

- A. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph I. B. of this certification; and
 - 4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

CONTRACTOR'S SIGNATURE IS REQUIRED

| | |
|---|-------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
| PLEASE PRINT OR TYPE NAME: | |
| ORGANIZATION NAME: (if applicable) | DATE |

FEDERAL ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF
MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE
SPONSORING AGENCY.**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the contractor, I certify that the contractor:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient

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- records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
 8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

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16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Super circular 2CFR200, Subpart F.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CONTRACTOR'S SIGNATURE IS REQUIRED

| | |
|---|-------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
| PRINT OR TYPE NAME: | |
| ORGANIZATION NAME: (if applicable) | DATE |

Tab 7

MEMBER PLACEMENT CONTRACT BETWEEN
WASHINGTON STATE
EMPLOYMENT SECURITY DEPARTMENT
WASHINGTON SERVICE CORPS

WSC ONLY:
Contract #: _____
(As assigned by ESD)

AND

Thurston Conservation District - South Sound GREEN

AmeriCorps Member Placement PY 2018-19

1. INTRODUCTION

This Contract, pursuant to 45 CFR Chapter XXV (§§2500-2550, and to all applicable federal, state or local laws, rules and regulations, is made and entered into by and between the Washington State Employment Security Department's Washington Service Corps, hereinafter called "WSC," located at 212 Maple Park Ave. SE, Olympia, Washington 98501, and

Thurston Conservation District - South Sound GREEN,
hereinafter called "Sponsoring Organization" at
2918 Ferguson Street SW, Ste A, Tumwater, WA 98512.

| Project Title(s): South Sound GREEN Puget Sound Educator | | | |
|--|-----------------------|------------------------|------------------|
| Program Participation Fee Type | Fee per Member | Members Awarded | Total Fee |
| IP (1-5 members) | \$ 9,500 | 1 | \$ 9,500 |
| | \$ | | \$ 0 |
| | \$ | | \$ 0 |
| Grand Total | | 1 | \$ 9,500 |

2. PURPOSE

It is the purpose of this Contract to establish terms and conditions which the Sponsoring Organization and WSC must follow to meet the requirements of the AmeriCorps Program and the Corporation for National and Community Service grant programs.

In consideration of the terms and conditions contained herein, including attached exhibits, the parties mutually agree as follows:

3. DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below.

A. "CNCS" means the Corporation for National & Community Service, the national oversight organization for the CNCS Grant Program which funds the AmeriCorps

program.

- B. "AMERICORPS MEMBER" or "MEMBER" means an individual who has been selected to serve in an approved national service position under the AmeriCorps program.
- C. "MINORITY BUSINESS ENTERPRISE," "MINORITY-OWNED BUSINESS ENTERPRISE," or "MBE" shall mean a business organized for profit, performing a commercially useful function, which is legitimately owned and controlled by one or more minority individuals or minority business enterprises certified by the Office of Minority and Women's Business Enterprises. The minority owners must be United States citizens or lawful permanent residents.
- D. "SPONSORING ORGANIZATION" shall mean that agency, firm, organization, individual or other entity performing services under this Contract. It shall include any MEMBER service site subcontracted by the SPONSORING ORGANIZATION.
- E. "SUB-SERVICE SITE" shall mean that agency, firm, organization, individual or other entity under written agreement with SPONSORING ORGANIZATION performing all or part of the services as required by this Contract.
- F. "WASHINGTON SERVICE CORPS" or "WSC" means the sub-agency within ESD designated as the direct recipient of grant funds from the CNCS grant program to implement an AmeriCorps program in the State of Washington.
- G. "WOMEN'S BUSINESS ENTERPRISE," "WOMEN-OWNED BUSINESS ENTERPRISE," or "WBE" shall mean a business organized for profit, performing a commercially useful function, which is legitimately owned and controlled by one or more women or women's business enterprises certified by the Office of Minority and Women's Business Enterprises. The women owners must be United States citizens or lawful permanent residents.

4. CONTRACT MANAGEMENT

WSC's Contract Manager, or his/her successor, shall provide the Sponsoring Organization the assistance and guidance necessary for the performance of this Contract. WSC's Contract Manager shall be responsible for the review and acceptance of the Sponsoring Organization's performance, deliverables, invoices and expenses, and accepting any reports from the Sponsoring Organization.

WSC Contract Manager responsible for management of this Contract is:

Name: Mark Duncan
 Title: Compliance Coordinator
 Phone Number: (888) 713-6080 FAX Number: (360) 902-9662
 Email: maduncan@esd.wa.gov

Sponsoring Organization staff member responsible for management of this Contract is:

Name: _____
 Title: _____
 Phone Number: _____ FAX Number: _____
 Email: _____

5. STATEMENT OF WORK

The Sponsoring Organization shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, Statement of Work, attached hereto and incorporated herein.

Failure to comply with the requirements within Exhibit A, Statement of Work, may result in termination of this Contract and removal of the AmeriCorps Member(s) from the site.

6. TERMS AND CONDITIONS

All rights and obligations of the parties to this Contract shall be subject to and governed by the Terms and Conditions of this Contract, including the Statement of Work – Exhibit A, attached hereto and incorporated herein. The federal funding source, Corporation for National and Community Service, designates that all those accepting member positions as a sub-grantee will understand fully and comply with and include in all awards and contracting or agreement process the following Terms and Conditions, Assurances and Certifications as part of the federal granting process:

- CNCS Assurances and Certifications, attached and incorporated herein as Exhibit B.
- 2018 Terms and Conditions for AmeriCorps State and National Grants, incorporated by reference.
- 2018 AmeriCorps General Grant and Cooperative Agreement Terms and Conditions, incorporated by reference.

7. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Contract shall start on September 1, 2018 and end on August 31, 2019 unless terminated sooner as provided herein.

8. REPORTING

The Sponsoring Organization shall comply with the requirements set forth in Section IV of the Statement of Work, Exhibit A.

9. PAYMENT

The parties have agreed that the total program participation fee payable to WSC for placing 1 AmeriCorps Members in the project(s) listed above will not exceed \$ 9,500.00.

The Sponsoring Organization will not be reimbursed for any travel expenses.

10. BILLING PROCEDURE

WSC shall submit an initial invoice to Sponsoring Organization on or before September 1, 2018 for the total program participation fee. Failure of Sponsoring Organization to pay the program participation fee on or before September 30, 2018 may result in removal of the member(s) from site and termination of this contract by WSC.

11. REFUNDS

The program participation fee will not be refunded or pro-rated to the Sponsoring Organization for any member who terminates service early. If a Member terminates prior to serving 15% (255 hours) of their full-time 10.5 month, 1,700-hour service term, WSC MAY allow a limited opportunity to refill the position with a six-month placement at no additional charge to the Sponsoring Organization.

Payment for total program participation fee shall be made in accordance with the table in Section 1 of this Contract. However, if Sponsoring Organization, upon written notice to WSC, requests a reduction in the number of originally-awarded placements that remain unfilled after payment, Sponsoring Organization shall receive a full refund for the program participation fee of the unfilled placements only.

12. INSURANCE

A. Liability Insurance

The Sponsoring Organization will maintain insurance coverage at all times when performing services under this Contract via commercial insurance, self-insurance, or any other similar risk-financing alternative. Written evidence of insurance must be provided to WSC prior to the commencement of service. Insurance certificates must list Washington State Employment Security Department as an additional insured.

The Sponsoring Organization shall provide insurance coverage or its alternative, which shall be maintained in full force and effect during the term of this Contract as follows:

The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- i. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$1 million general aggregate;
- ii. Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, with a combined single limit of not less than \$1 million per accident if the Sponsoring Organization will require a Member to operate a vehicle in performance of the Member's service.

B. Industrial Insurance

The Sponsoring Organization waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the State and its agencies, officials, agents or employees.

The Sponsoring Organization shall provide industrial insurance coverage required by law. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from acts or omissions whether negligent or intentional of the Sponsoring Organization or Sub-Service Site, agents or employees of either, while performing under the terms of this Contract.

Any limitations of liability stated elsewhere in this Contract do not apply where the Sponsoring Organization is providing insurance to cover its liability as herein required. Where insurance coverage is required by this section, neither the insured nor the insurer may use as a claim or defense limitation of liability otherwise stated in this contract.

13. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable Federal and State Statutes and Regulations;
- B. 2018 Terms and Conditions for AmeriCorps State and National Grants, incorporated by reference;
- C. 2018 AmeriCorps General Grant and Cooperative Agreement Terms and Conditions, incorporated by reference;
- D. Those Terms and Conditions as contained in this basic contract instrument;
- E. The Statement of Work attached hereto as Exhibit A and incorporated herein;
- F. Request for Application, incorporated by reference;
- G. Response to Request for Application, incorporated by reference; and
- H. Any other provisions of this Contract whether incorporated by reference or otherwise.

14. USE AND DISCLOSURE OF INFORMATION

The use or disclosure by any party of any information concerning a program recipient or Member for any purpose not directly connected with the administration of WSC's or the Sponsoring Organization's responsibilities, with respect to contracted services provided under this Contract, is prohibited except by written consent of the recipient or Member, his/her attorney, or his/her legally authorized representative.

The Sponsoring Organization shall use any private and confidential information provided under this Contract solely for the purpose for which the information was disclosed. The Sponsoring Organization shall not disclose or misuse any private and confidential information under this Contract unless the disclosure is authorized by law. The misuse or unauthorized release of private and confidential information shall subject Sponsoring Organization, its employees or agents to a civil penalty of \$5,000 and other applicable sanctions under state and federal law.

15. MUTUAL REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other party as follows: Such party has the requisite power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder; and has taken all requisite action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party, and constitutes a legal, valid, binding obligation, enforceable against such party in accordance with its terms. All necessary consents, approvals, and authorizations of all governmental authorities and other persons or entities required to be obtained by such party in connection with this Agreement have been obtained.

16. ACCESS TO RECORDS AND FACILITIES / AUDITS

The Office of the State Auditor, federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, and any persons duly authorized by WSC shall have full access to and the right to examine and copy any or all books, records, papers, documents and other material regardless of form or type which are pertinent to the performance of this Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. In addition, these entities shall have the right to access, examine and inspect any site where any phase of the program is being conducted, controlled or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Sponsoring Organization. The Sponsoring Organization shall maintain its records and accounts in such a way as to facilitate the audit and examination, and assure that Sub-Service Sites also maintain records that are auditable. Access shall be at all reasonable times not limited to the required retention period, but as long as records are retained, and at no additional cost to WSC.

17. ASSIGNMENT

The work to be provided under this Contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

18. ASSURANCES

WSC and the Sponsoring Organization agree that all activity pursuant to this Contract will be in accordance with all applicable current or future federal, state or local laws, rules and regulations.

19. ATTORNEY FEES AND COSTS

If any litigation is brought to enforce this Contract or any litigation arises out of any Contract term, clause or provision, each party shall be responsible for its own expenses, costs and attorney fees.

20. CHANGES AND MODIFICATIONS

- A. WSC or the Sponsoring Organization may, from time to time, request changes in the services to be performed, or in the project undertaken. All changes to this Contract will be made at the sole discretion of WSC. Any changes which are approved by WSC shall be incorporated in written modifications to this Contract.
- B. Modification of this Contract may be needed when a request from the Sponsoring Organization to reduce the number of unfilled awarded placements results in an increase in the program participation placement fee. This reduction is made upon mutual agreement by WSC and the Sponsoring Organization.
- C. In the event none of the placements awarded in this Contract are filled by WSC's stipulated final member start date, this Contract will be considered null and void.

21. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, WSC may, in its sole discretion, by written notice to the Sponsoring Organization

terminate this Contract if it is found after due notice and examination by WSC that there is a violation of the Ethics in Public Service Act, RCW 42.52, or any similar statute involving the Sponsoring Organization in the procurement of, or performance under, this Contract.

In the event this Contract is terminated as provided above, WSC shall be entitled to pursue the same remedies against the Sponsoring Organization as it could pursue in the event of a breach of this Contract by the Sponsoring Organization. The rights and remedies of WSC provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which WSC makes any determination under this clause shall be an issue and may be reviewed as provided in the DISPUTES clause of this Contract.

22. CONFORMANCE

If any provision of this Contract is in conflict with or violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

23. DEBARMENT AND SUSPENSION

The Sponsoring Organization has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Programs under Executive Order 12549, and "Government Wide Debarment and Suspension (Nonprocurement) and Government Wide Requirements for Drug-Free Workplace (Grants)" codified at 45 CFR part 2542.

24. DISALLOWED COSTS

At WSC's sole discretion, the Sponsoring Organization is responsible for any audit exceptions or disallowed costs incurred by WSC as a result of the Sponsoring Organization's negligence, or the negligence of its Sub-Service Site(s).

25. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a Dispute Resolution Board, or arbitration.

26. GOVERNING LAW

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

27. INDEMNIFICATION

To the fullest extent permitted by law, the Sponsoring Organization shall indemnify, defend, and hold harmless the state of Washington, WSC, and all officials, agents,

and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of this Contract. Sponsoring Organization's obligation to indemnify, defend, and hold harmless includes any claim by Sponsoring Organization's agents, employees, representatives, or any Sub-Service Site, or its employees.

Sponsoring Organization expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Sponsoring Organization's or any Sub-Service Site's performance or failure to perform this Contract. Sponsoring Organization's obligation to indemnify, defend and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees or officials.

Sponsoring Organization waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

28. INDEPENDENT CAPACITY

Except in cases where the Employment Security Department is the Sponsoring Organization, the Sponsoring Organization and his or her employees or agents performing under this Contract are not employees or agents of WSC. The Sponsoring Organization will not hold itself out as, nor claim to be, an officer or employee of, WSC or of the state of Washington by reason hereof, nor will the Sponsoring Organization make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Sponsoring Organization.

29. INFORMATION TECHNOLOGY RESOURCES

The Sponsoring Organization is required to conserve and protect state resources for the benefit of the public interest. This requirement is necessary to maintain public trust, conserve public resources and protect the integrity of state information resources and systems.

The Sponsoring Organization must conform to ESD Policy and Procedure #2016, which is hereby incorporated by reference, when using ESD-provided state-owned information technology resources.

30. PROHIBITED ACTIVITIES

Activities prohibited in AmeriCorps subtitle C programs are described in 45 C.F.R 2520.65.

- A. While charging time to the AmeriCorps project, accumulating service or training hours, wearing or displaying the AmeriCorps/WSC logo, or otherwise performing activities supported by the AmeriCorps project or the Corporation, the AmeriCorps Member(s), Sponsoring Organization staff and service site staff may not engage in the following activities:
 - 1) Attempting to influence legislation;
 - 2) Organizing or engaging in protests, petitions, boycotts, or strikes;
 - 3) Assisting, promoting, or deterring union organizing;
 - 4) Impairing existing contracts for services or collective bargaining agreements;

- 5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- 6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- 7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- 8) Providing a direct benefit to—
 - (i) A business organized for profit;
 - (ii) A labor union;
 - (iii) A partisan political organization;
 - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (v) An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation assistance is not used to support those religious activities;
- 9) Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- 10) Providing abortion services or referrals for receipt of such services;
- 11) Such other activities as the Corporation may prohibit.

B. Furthermore, Member(s), Sponsoring Organization staff and service site staff may not engage in conduct in a manner that would associate their AmeriCorps project, WSC or the Corporation for National and Community Service with prohibited activities.

C. WSC prohibited activities for Members:

In addition to the prohibited activities above, AmeriCorps Members may not engage in the following activities as part of their service:

- 1) Organizing a letter-writing campaign to Congress;
- 2) Participating in activities that pose a significant safety risk to participants;
- 3) Preparing any part of a grant proposal or performing other fundraising functions to help the project achieve its program placement fee requirements, or to pay the project's general operating expenses. Additionally, members cannot write or support preparation of a grant from CNCS or any other federal agency; and
- 4) Fundraising, unless under the following circumstances:
 - it provides direct support to a specific service activity;
 - falls within the project's approved objectives;
 - is not the primary activity of the project; and
 - does not exceed 10% of the total hours served in their term.

AmeriCorps Members, like other private citizens, may participate in the above listed activities on their own time, at their own expense, and on their own initiative. However, the AmeriCorps/WSC logos must not be worn while doing so.

Federal funding for AmeriCorps Members is approved with the understanding that member service is directly supporting AmeriCorps objectives. Contrary circumstances could lead to removal of AmeriCorps Member(s) from the service site.

31. RECORDS RETENTION

Sponsoring Organization shall retain all books, records, documents and other material which reflect all direct and indirect costs of any nature expended in the performance of this Contract, including participant data, for a period of six years from termination of the Contract. Records shall be retained beyond the above referenced retention period(s) if litigation or audit is begun prior to the end of the period referenced above, or if a claim is instituted prior to the end of the period referenced above involving the Contract covered by the records. In these instances, the records will be retained until the litigation, claim or audit has been finally resolved.

32. SEVERABILITY

The provisions of this Contract 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 this Contract.

33. SINGLE AUDIT ACT REQUIREMENTS

If the Sponsoring Organization is a sub-recipient of federal awards as defined by Office of Management and Budget (OMB) 2 CFR 200, the Sponsoring Organization shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers. The Sponsoring Organization shall make the Sponsoring Organization's records available for review or audit by officials of the federal awarding agency, the Comptroller General of the United States, the General Accounting Office, Employment Security Department, and the Washington State Auditor's Office. The Sponsoring Organization shall incorporate OMB 2 CFR 200 audit requirements into all contracts between the Sponsoring Organization and its Sub-Service Sites who are sub-recipients. The Sponsoring Organization shall comply with any future amendments to OMB 2 CFR 200 and any successor or replacement Circular or regulation.

If the Sponsoring Organization expends \$750,000 or more in federal awards during the Sponsoring Organization's fiscal year, the Sponsoring Organization shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the Sponsoring Organization shall submit to the Contracting Officer named in this Contract the audit report and other appropriate documentation as required in OMB 2 CFR 200.

34. SITE SECURITY

While on WSC premises, Sponsoring Organization, its agents, employees, or Sub-Service Sites shall conform in all respects with physical, fire or other security policies or regulations.

35. SMALL, MINORITY, AND WOMEN-OWNED BUSINESS ENTERPRISES

The WSC shall provide to qualified small, minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract.

36. SUBCONTRACTING

The Sponsoring Organization shall not subcontract work or services contemplated under this Contract and/or use an outside consultant, except as provided for in the Statement of Work, without obtaining the prior written approval of WSC for the authority to enter into subcontracts. WSC retains the authority to review and approve or disapprove all subcontracts. Sponsoring Organization acknowledges that such approval for any subcontract does not relieve the Sponsoring Organization of its obligations to perform hereunder.

At WSC's request, the Sponsoring Organization will forward copies of Subcontracts and fiscal, programmatic and other material pertaining to any and all subcontracts.

For any proposed Sub-Service Site, the Sponsoring Organization shall:

- A. Be responsible for Sub-Service Site's compliance with the Terms and Conditions in the Contract, the Statement of Work and the Subcontract terms and conditions;
- B. Ensure that the Sub-Service Site follows WSC's reporting formats and procedures as specified by WSC.
- C. Ensure that written agreements with Sub-Service Site(s) reference the primary contract between Sponsoring Organization and WSC.

37. TAXES

It is mutually agreed and understood that all payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Sponsoring Organization staff be the sole liability of the Sponsoring Organization.

38. TERMINATION, SUSPENSION AND REMEDIES

A. Termination or Suspension for Cause

In the event WSC determines the Sponsoring Organization has failed to comply with the conditions of this Contract in a timely manner, WSC has the right to suspend or terminate this Contract. Before suspending or terminating this Contract, WSC may, at its sole discretion, notify the Sponsoring Organization in writing of the need to take corrective action. If corrective action is not taken, the Contract may be terminated or suspended. In the event of termination or suspension, the Sponsoring Organization shall be liable for damages as authorized by law including, but not limited to, any administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

WSC reserves the right to suspend all or part of this Contract during investigation of the alleged compliance breach pending corrective action by the Sponsoring Organization or a decision by WSC to terminate this Contract. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Sponsoring Organization: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of WSC provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

WSC reserves the right to immediately suspend all, or part of, this Contract, when it has reason to believe that fraud, abuse, malfeasance, misfeasance or nonfeasance has occurred on the part of the Sponsoring Organization under this

Contract.

B. Termination for Funding Reasons

WSC may unilaterally terminate this Contract in the event that funding from federal, state or other sources becomes no longer available to WSC or is not allocated for the purpose of meeting WSC's obligation hereunder. In the event funding is limited in any way, this Contract is subject to re-negotiation under any new funding limitations and conditions. Such action is effective upon receipt of written notification by the Sponsoring Organization. Positions noted as "DSHS-Funded" are contingent on receipt of funds for those positions from the Washington State Department of Social & Health Services.

C. Termination or Suspension for Convenience

Except as otherwise provided in this Contract, WSC may, by ten (10) days' written notice, beginning on the second day after mailing, suspend or terminate this Contract, in whole or in part. If this Contract is suspended, the Schedule shall be delayed for a period of time equal to the period of such suspension. WSC may, by ten (10) days' written notice, beginning on the second day after mailing, lift the suspension of the Contract, in whole or in part, at which time the Schedule and the parties' right and obligations shall resume to the extent that the suspension is lifted.

D. Termination for Withdrawal of Authority

In the event that WSC's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, WSC may terminate this Contract by seven (7) calendar days or other appropriate time period by written notice to Sponsoring Organization. No penalty shall accrue to WSC in the event this Section shall be exercised. This Section shall not be construed to permit WSC to terminate this Contract in order to acquire similar Services from a third party.

40. TERMINATION PROCEDURE

Upon termination of this Contract, WSC, in addition to any other rights provided in this Contract, may require the removal of Member(s) from their service site(s).

The rights and remedies of WSC provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination and except as otherwise directed by WSC, the Sponsoring Organization shall:

- A. Stop work under this Contract and service provided by WSC's AmeriCorps Member(s) on the date, and to the extent specified, in the notice;
- B. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of WSC to the extent WSC may require, which approval or ratification shall be final for all purposes of this clause;
- C. Complete performance of such part of the work as shall not have been terminated by WSC; and
- D. Take such action as may be necessary, or as WSC may direct, for the protection

and preservation of all performance measurement data related to the Member service which is in the possession of the Sponsoring Organization. Upon WSC's direction, Sponsoring Organization must deliver such data to WSC in the manner, at the times and to the extent directed by WSC.

41. TREATMENT OF ASSETS

- A. Any property of WSC furnished to the Sponsoring Organization shall, unless otherwise provided herein, or approved by the Program Manager in writing, be used only for the performance of this Contract.
- B. Property will be returned to WSC in like condition to that in which it was furnished to the Sponsoring Organization, normal wear and tear excepted. The Sponsoring Organization shall be responsible for any loss or damage to property of WSC in the possession of the Sponsoring Organization which results from the negligence of the Sponsoring Organization or which results from the failure on the part of the Sponsoring Organization to maintain said property in accordance with sound management practices.
- C. If any WSC property is damaged or destroyed, the Sponsoring Organization shall notify WSC and shall take all reasonable steps to protect that property from further damage.
- D. The Sponsoring Organization shall surrender to WSC all property of WSC upon completion, termination or cancellation of this Contract.
- E. All reference to the Sponsoring Organization under this clause shall include any employees, agents or Sub-Service Sites.

42. USE OF NAME PROHIBITED

The Sponsoring Organization shall not in any way contract on behalf of or in the name of WSC. Nor shall the Sponsoring Organization release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of WSC.

43. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by authorized representative of WSC.

44. ELECTRONIC SIGNATURES, COUNTERPARTS, AND DELIVERY

The parties agree that this contract may be executed in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement; and that electronic signature, or e-signature, of this contract shall be the same as execution of an original ink signature; and that E-mail, electronic, or facsimile delivery of a signed copy of this contract shall be the same as delivery of an original.

45. ALL WRITINGS CONTAINED HEREIN

This Contract sets forth in full the entire agreement of the parties in relation to the subject matter hereof. Any other agreement, representation, or understandings, verbal or otherwise, relating to the professional services of the Sponsoring Organization or

otherwise dealing in any manner with the subject matter of this Contract is hereby deemed to be null and void and of no force and effect whatsoever.

By signing below, the Sponsoring Organization agrees to perform all actions and support all intentions of this Contract and all terms and conditions of the Exhibits and Attachments.

IN WITNESS WHEREOF, the parties have executed this Contract.

Washington State
Employment Security Department

Thurston Conservation District - South
Sound GREEN

James Trujillo

Eric Johnson

By

By (print name)

Title

Title

Signature

Signature

Date

Date

Attachments:

Exhibit A Statement of Work

Exhibit B CNCS Assurances and Certifications

AmeriCorps Member Placement PY 2018-19

STATEMENT OF WORK

Exhibit A

Responsibilities of the Sponsoring Organization

Section I – Sponsoring Organization Duties and Financial Responsibilities

1. Provide transportation or mileage reimbursement to Member(s) to conduct service away from their established service site during service hours. Reimbursement amount is subject to Sponsoring Organization's written travel policy, not to exceed federally-allowable transportation or mileage reimbursement.
2. Provide lodging and meals to Member(s) when travel (including overnight) is necessary to perform required service or training away from the service site. Reimbursement amount is subject to Sponsoring Organization's written travel policy, not to exceed federally-allowable transportation or mileage reimbursement.
3. Provide transportation or mileage reimbursement to Member(s) who attend the required member regional training, to be scheduled in program year 2018-19. Reimbursement amount is subject to Sponsoring Organization's written travel policy, not to exceed federally-allowable transportation or mileage reimbursement.
4. Conduct Washington State WATCH criminal history check and the state-of-residence check (if required) of AmeriCorps applicants. No reimbursement allowed.
5. Conduct FBI Check AmeriCorps applicants. Reimburse WSC for any FBI check costs beyond the allowed one FBI check per enrolled position, including, but not limited to:
 - cancellation or rescheduling fees incurred due to no-shows or changes made with less than 24 hours' notice to Fieldprint;
 - applicants who back out after fingerprinting;
 - applicants who do not follow instructions and must re-do the FBI check;
 - applicants who do not enter their legal name as it appears on their government-issued photo ID when registering with Fieldprint.
6. All Member expenses to serve at the project site are the responsibility of the Sponsoring Organization. This includes, but is not limited to, member reasonable accommodation or ergonomic assessment.
7. Comply with the Grant Program Civil Rights and Non-Harassment Policy (incorporated by reference), Assurances and Certifications (incorporated by reference), AmeriCorps Member Service Agreement (incorporated by reference) and the RFA Expectations & Agreements (incorporated by reference).
8. Abide by all applicable state and federal laws and CNCS policy on Equal Opportunity Employment. An environment free of discrimination for all AmeriCorps Members must be provided. Recognizing that the fabric of our society is strengthened by the diversity of its citizens, the policy of CNCS is to ensure a mutual respect for all differences

among us. Discrimination for race, color, gender, national origin, religion, age, mental or physical disability, sexual orientation, marital or parental status, military service, and religious, community or social affiliations, or any other category protected by state or federal non-discrimination law will not be tolerated. Treatment of all Members must be based upon merit.

9. Comply with all WSC Policies, Procedures, Project Site Staff Manual, and other guidance in effect during the term of this Contract, including the current policies and procedures listed below, and other policies or procedures that may be developed and implemented throughout the program year:

POL-105 – Providing Adequate Oversight & Support of Members

POL-110 – Completing National Service Criminal History Checks on Members

POL-120 – Managing Member Hours

POL-121 – Ensuring Service Activities are Allowable

POL-122 – Managing Alternative Service

POL-123 – Managing Member Leave

POL-124 – Participation in Training Institutes

POL-125 – Managing Limited Teleservice by Members

POL-130 – Managing Member Conduct

POL-131 – Managing Member Appearance and Use of Service Gear

POL-132 – Managing Member Grievance

POL-133 – Managing Member Accidents-Injuries

POL-140 – Managing Reasonable Accommodation Requests for Members

POL-150 – Managing Member Transfers

POL-160 – Managing Member Deployment for Disaster Response

10. Establish and impart safety guidelines and rules that ensure the well-being of the Member(s) and participants.
11. Ensure Sponsoring Organization has current Drug-Free Work Place and Non-Discrimination Policies, and these are shared and made available to Member(s).
12. Ensure that Member(s) provides direct service in accordance with the position description.
 - Ensure any changes to duties are updated on the *Member Position Description* form and immediately sent to WSC.
 - Administrative and/or janitorial duties that are directly related to and are necessary to reach the Member's service goals, will be allowed. However, administrative and/or janitorial duties that support general organizational goals are not allowed.

13. Ensure that service activities do not displace or supplant employees. Service activities and project must expand or enhance the organization's impact, not simply sustain a service or work of the organization.
14. If the Member's duties have customarily and historically been performed by employees of the Sponsoring Organization and/or service site who are represented by a labor union, provide WSC with written concurrence with the local labor organization of the AmeriCorps placement.
15. Ensure accuracy of Member's service.
 - Monitor Member(s) service hours to ensure that the Member is serving an average of at least 40 hours a week for the full term of service, and is on track to complete the required minimum service hours indicated in the Member Service Agreement.
 - Members must get adequate breaks according to the Member Service Agreement. This includes a lunch break of at least 30 minutes.
 - Monitor timesheets for accuracy and to ensure Member(s) do not exceed the percentage of time allowed in training (20%) and fundraising (10%).
 - Project staff will approve all member electronic timesheets through the WSC electronic timesheet system no later than five (5) business days after the end of each semi-monthly living allowance payment period.
 - No hours can be granted for service out of state (disaster deployment may be only consideration).
 - Member training out-of-state can only occur with prior WSC approval.
 - Generally, no hours can be granted for out-of-country trainings. In rare cases, this may be allowed with prior written approval of WSC.
 - No hours can be performed prior to the first day of the term of service.
 - No hours can be performed after the last day of the term of service.
16. Ensure that Member(s) do not participate in any activities which are not allowable under CNCS regulations and guidance.
17. Communicate to Member(s) that they must be available to serve the hours needed by the project including any weekend and evening service activities.
18. Ensure AmeriCorps Member(s) wear AmeriCorps gear daily while serving.
19. Ensure service site has the WSC and AmeriCorps*State logos visibly posted as follows:
 - In a prominent location visible to staff and customers where member serves: sign with WSC logo, AmeriCorps logo, and "AmeriCorps Member Serves Here".
 - At the entrances to the building where Member serves: sign with WSC logo, AmeriCorps logo, and (optional) service site name.
20. When communicating with customers, stakeholders, Legislative Representatives, or media about the program a Member is serving in, the Sponsoring Organization and any Member service placement site will identify the roles of both the Washington

Service Corps and AmeriCorps in the project. For example: "As part of the Washington Service Corps, the AmeriCorps Members serving at (organization name)....."

21. If the Member is reimbursed for use of a personal vehicle in the performance of their service duties, require and retain member's proof of valid driver's license and current proof of vehicle insurance.
22. Participate in the following types of monitoring/audits from federal or state WSC program partners:
 - Desk review of program documents by WSC Program Coordinator or an authorized representative.
 - On-site monitoring/audit process by WSC Program Coordinator or an authorized representative. This includes allowing access to member or program files, documents and materials; as well as access to members and staff for interviews.
 - Scheduled programmatic visits as requested by WSC state program/funding partners (such as Serve Washington, CNCS, or Washington State Employment Security Department).
23. Host scheduled programmatic visits as requested by WSC Program Coordinator or authorized partner/stakeholder related to the program.
24. In the event of any change to the information regarding the Sponsoring Organization, notify the WSC Program Coordinator within ten (10) working days.
25. Ensure that AmeriCorps Member eligibility verification is met.
26. Ensure that AmeriCorps Member(s) do not accept or solicit monetary or other service site compensation from the Sponsoring Organization or in addition to their WSC stipend or living allowance while serving as a Member of the WSC.

Section II - Recruitment and Enrollment of AmeriCorps Member(s)

1. Conduct recruitment, interviews, and selection of Members according to guidance in the WSC Project Site Staff manual.
2. Comply with WSC criminal history check requirements as identified in guidance including, but not limited to, WSC Project Guide to National Service Criminal History Checks, and WSC policies #POL-110 & #POL-111. Prior to submitting enrollment paperwork to WSC, Member(s) must pass National Service Criminal History Checks and cannot be listed on the National Sex Offender Registry. Comply with other criminal history check requirements that may be developed and required throughout the program year to maintain CNCS compliance.
3. Submit all required Member enrollment documents to WSC by the required date.

Section III - Oversight of WSC Project and Support of AmeriCorps Member(s)

1. At the time of enrollment of Member(s), identify staff persons from the Sponsoring Organization who are to provide oversight and support of the Member(s).

- Identify a Sponsoring Organization staff to be the primary point of contact for the AmeriCorps project.
 - Identify a project site staff to provide primary oversight and support for the Member(s) at the service site location.
 - Identify backup staff to provide oversight and support to the member when the primary staff is not available.
2. In the event of a change in project site staff, submit a signed *Change of Project Site Staff* form to WSC prior to the change.
 3. Orient any new project site staff to their AmeriCorps duties and ensure they review this Contract, the WSC Member Service Agreement, and the policies & guidance materials on the WSC website. Ensure that all new project site staff view the recorded project staff orientation and provide certification to WSC that it has been completed.
 4. Update Member position descriptions as necessary and submit signed forms to WSC for approval. Changes in Member's service site, schedule, or duties require an amended position description. If the WSC becomes aware of any change without prior approval, it may result in the removal of the member from the Sponsoring Organization.
 5. Ensure Member's project site staff participates in required trainings offered by WSC throughout the program year. Advance information will be provided. Ensure that all secondary or replacement project site staff view the recorded WSC project orientation and, if requested, provide certification to WSC that it has been completed.
 6. Orient Member(s) to AmeriCorps, WSC, the Sponsoring Organization, service site, the community demographics and client base, and the service they will provide. Ensure Member(s) are made aware of and understand the Prohibited Activities, as well as policies and procedures of WSC, the Sponsor Organization and Sub-Service Site.
 7. Ensure Member(s) are aware of safety measures and procedures of the Sponsoring Organization and Sub-Service Site.
 8. Provide Member access to project documents, to include but not limited to Member Service Agreement, Request for Application, Contract and Exhibits, Performance Plan, etc.
 9. Inform Member(s) about Sponsoring Organization rules of conduct and appropriate behavior, including procedures for communicating service hours and absences. Provide Member(s) with policy manuals and/or handbooks, and include organizational chart for Sponsoring Organization.
 10. Introduce Member(s) to other Sponsoring Organization staff and include Member(s) in appropriate Sponsoring Organization functions. Orient the service site staff to the Member and the duties, as well as the differences between an AmeriCorps member and staff.
 11. Provide appropriate tools and equipment for the Member(s) to perform service and to communicate with WSC.

12. Recognize and support distinct roles and responsibilities of the Member(s) as outlined in the Member's position description. If the service site has closures (e.g. school breaks) throughout the year, incorporate plans for alternate service activities during these closures.
13. Provide oversight of the Member's progress and skill development, including Member's participation in required site and WSC training.
14. Ensure Member(s) participate in days of national service which occur during the term of service including, but not limited to, Martin Luther King Jr. Day of Service, AmeriCorps Week, National Preparedness Day, and other days that may be designated by WSC as national days of service or special initiatives.
15. Communicate within one (1) business day with WSC Program Coordinator regarding Member(s) performance issues or other program concerns.
16. Document Member performance/personnel issues in writing, including actions taken toward resolution.
 - Forward documentation to WSC within one (1) business day to ensure proper documentation for Member file.
 - Obtain WSC approval prior to taking action to remove or transfer a Member.
17. Follow Member discipline procedures as outlined in the Member Service Agreement and WSC policy #POL-130.
 - Work with the WSC Program Coordinator if there are any service site policy conflicts or different approaches. These are to be coordinated for clear and consistent messages to Member(s) should disciplinary issues emerge.
 - Please also refer to Section 12, Order of Precedence, as contained within this Contract.
18. If the Sponsoring Organization fails to follow required WSC member progressive discipline (as noted in the Member Service Agreement & WSC Policy #POL-130) and subsequently terminates the Member from service, and the Member's grievance hearing grants the former Member a pro-rated education award, the Sponsoring Organization will repay the pro-rated education award amount to WSC.
19. Use retention strategies to ensure Member(s) successfully completes their full term of service.
20. If the Sponsoring Organization, or one of its Sub-Service Sites, hires a Member as an employee before the completion of that Member's agreed-upon term of service, the WSC may elect not to place another Member with the Sponsoring Organization or the Sub-Service Site in the future.
21. If a Member indicates the intent to leave their service early, the Sponsoring Organization will:
 - Troubleshoot reasons for exit with Member and WSC in efforts to retain Member.

- If Member still decides to terminate service early, work with the Member to complete all WSC-required exit documentation, per the checklist on WSC website, prior to the Member leaving service.
22. Members cannot begin service prior to WSC-approved start date, per the Member Service Agreement. The enrollment documents must be complete, accurate, and approved in advance by WSC.
23. Members may not serve in other positions or be under a work, pay or reimbursement agreement or contract for performing work within the Sponsoring Organization or Sub-Service Site while under current WSC Member Service Agreement.

Section IV - Performance Measures and Reporting

1. Collaborate with WSC and the Member(s) to develop a well-defined project that has clear goals and objectives in accordance with the Member's position description and the Request for Application (incorporated by reference).

Once project plan is approved, any adjustments or revisions need prior written approval by WSC.

2. Ensure performance objectives are quantifiable and demonstrate the impact of the Member's service in one of the focus areas, as defined in application and negotiated in writing with WSC.
3. Implement data tracking tools, as agreed-upon by WSC, to use for collecting data on the performance objectives negotiated following award notification.
4. Complete Performance Plan and Data Collection Strategy documents, with tools, assessments and surveys included, following award notification and negotiation and submit by the required deadline stipulated in the 2018-19 Request for Application Projected Timeline. WSC will confirm approval and acceptance of the plan.
5. Ensure that the Performance Measure plan, Data Collection Strategy document and the Member's position description are in alignment to meet the agreed upon targets and support the interventions and data collection process.
6. Comply with other records retention requirements that may be developed and required throughout the program year.
7. Submit quarterly progress reports according to the annual calendar provided by WSC, or as requested by WSC, on outputs and outcomes for each performance target as defined in the Performance Measure Plan and Strategy documents and the Member's position description.
 - Upload project site aggregate participant rollup report into the WSC-designated reporting system.
8. Support the Member(s) in reaching the performance goals for volunteer recruitment and training.

Track and report on goals for episodic and ongoing volunteers, hours to be served by volunteers, number of veteran and military family volunteers (if requested), and effective volunteer management strategies.

9. Submit original, signed performance evaluations of the Member twice during the service term (by due dates provided by WSC) using forms provided on the WSC website.
10. Notify WSC of impending scheduled visits by stakeholders such as representatives of the Legislature or Congress, or events or activities that may warrant media support. Follow WSC guidance for media relations and interactions including releases for all pictures.
11. Report AmeriCorps-sponsored activities and events in which stakeholders, legislators or other elected officials are invited to be educated in the effectiveness of the AmeriCorps program.
12. Ensure that Member(s) submit at least one "Story of Service" per quarter (due dates will be communicated by WSC).
13. Submit copies of written or electronic articles that highlight Member(s) and/or AmeriCorps project as they occur.
14. Provide, as requested by WSC, additional performance- and programmatic-related information as needed throughout the program year. This could include response to program impact evaluation surveys, interviews, request for materials, etc.
15. If data sources are external to the Sponsoring Organization, ensure that appropriate/required data sharing agreements are in place with those data sources.
16. Support WSC program evaluation, working with external program evaluator sources as required.

Section V - Career Development/Training

1. Provide adequate training to ensure Member is prepared for the roles and responsibilities of the project.
2. Provide a minimum of two (2) site-specific trainings to Member related to the service position.
 - No more than 20% of members' total service hours may be spent in training.
 - Training received by member(s) during orientation do not count toward the site-specific training.
3. Submit all requests for approval of out-of-state training for the Member to the WSC at least two weeks in advance of the training.
4. Support Member(s) in attending WSC training and career development opportunities.
 - Release Member(s) to attend mandatory training events, service projects, and other WSC events including WSC-sponsored regional trainings.
 - Ensure members meet all core training requirements.

5. Ensure Member(s) report completed training as requested by WSC into the WSC-designated tracking system.
6. Release Member(s) from regular service to respond to disasters in accordance with WSC Policy #POL-160. Out-of-state deployments must meet specific CNCS criteria, and require prior written approval of WSC.

Section VI – Sustainability

1. The AmeriCorps project must support the long-term goals of the Sponsoring Organization, and the Sponsoring Organization must be committed to the project.
2. The project must be designed to yield results beyond the Member(s) term of service.
3. The Member(s) position is to enhance or expand the Sponsoring Organization's service to its clients or participants through the project where the Member(s) will be placed, not to maintain existing programs or replace (supplant) staff.

Section VII – Other Responsibilities

Responsibilities of Washington Service Corps

1. Provide program orientation for Members, Sponsoring Organization contract manager, and project site staff.
2. Provide on-going technical support to Members, Sponsoring Organization contract manager, and project site staff by telephone and/or e-mail, webinars, other technology assisted approaches as available and accessible, and on-site visits as arranged.
3. Communicate expectations and procedures about Member service and performance.
4. Conduct desk reviews and on-site monitoring reviews, and issue reports that list findings, concerns and observations. Provide technical assistance to the Sponsoring Organization and Members to complete corrective action.
5. Ensure oversight of electronic timesheets for each Member, and maintain the official permanent Member file.
6. Process Member living allowance for payment on the 5th and the 20th of each month.
7. Provide State Industrial Insurance coverage for Members.
8. Provide Medical Insurance coverage for the AmeriCorps member(s) who do not already have coverage.
9. Provide Sponsoring Organizations with WSC/AmeriCorps logo posters to post in a prominent location.
10. Provide Members with basic AmeriCorps gear.
11. Provide training and development opportunities to Members.

AmeriCorps Member Placement PY 2018-19

CNCS ASSURANCES AND CERTIFICATIONS

Exhibit B

ASSURANCES

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the Corporation for National and Community Service (CNCS), the CNCS Inspector General, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will initiate and complete the activities described in the application within the applicable time frame after receipt of CNCS's approval.
- Will comply with all federal statutes relating to nondiscrimination, including any self-evaluation requirements. These include but are not limited to:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), which prohibits federal grantees from discriminating on the basis of race, color, or national origin;
 2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in an educational program or activity that receives or benefits from federal financial assistance;
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits federal grantees from discriminating on the basis of disability;
 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits the exclusion of any person on the basis of age from participating in any program or activity receiving federal financial assistance;
 5. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of dwellings provided in whole or in part with the aid of CNCS funding;
 6. Any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended (NCSA), or the Domestic Volunteer Service Act of 1973, as amended (DVSA); and
 7. The requirements of any other nondiscrimination statute(s) which may apply to the application.

- Will comply with section 543 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- If a governmental entity -
 1. Will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 2601 *et seq.*), which govern the treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs, and
 2. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will assist CNCS in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-l *et seq.*).
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200, Subpart F.
- Will, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with CNCS funds, clearly state - (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- Will not provide any CNCS funding to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.
- Will comply with all applicable requirements of all other federal laws, executive orders, regulations, application guidelines, and policies governing the program under which the application is filed.
- Will comply with all rules regarding prohibited activities, including those stated in applicable Notice, grant provisions, and program regulations, and will ensure that no assistance made available by the CNCS will be used to support any such prohibited activities.
- Will comply with the nondiscrimination provisions in the NCSA, which provide that an individual with responsibility for the operation of a project or program that receives assistance under the NCSA shall not discriminate against a participant in, or member of the staff of, such project or program on the basis of race, color, national origin, sex, age, political affiliation, disability, or religion.
- (NOTE: the prohibition on religious discrimination does not apply to the employment of any staff member paid with non-CNCS funds or paid with CNCS funds but employed with the applicant organization prior to or on the date the grant was awarded. If your organization is a faith-based organization that makes hiring decisions on the basis of religious belief, your organization may be entitled, under the Religious Freedom Restoration Act, 42 U.S.C. § 2000bb, to receive federal funds and yet maintain that hiring practice, even though the NCSA includes a restriction on religious discrimination in employment of staff hired to work on a CNCS-funded project and paid with CNCS

grant funds. (42 U.S.C. § 5057(c)). For the circumstances under which this may occur, please see the document "Effect of the Religious Freedom Restoration Act on Faith-Based Applicants for Grants" at: <https://www.justice.gov/archive/fbci/effect-rfra.pdf>.

- Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from – (1) the community served, the municipality and government of the county (if appropriate) in which the community is located, and potential participants in the program; and (2) community-based agencies with a demonstrated record of experience in providing services and local labor organizations representing employees of service sponsors, if these entities exist in the area to be served by the program;
- Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the non-displacement requirements specified in section 177 of the NCSA;
- Will, in the case of an AmeriCorps program that is not funded through a state, consult with and coordinate activities with the State Commission for the state in which the program operates;
- Will ensure that any national service program carried out by the applicant using assistance provided under section 121 of the NCSA and any national service program supported by a grant made by the applicant using such assistance will address unmet human, educational, environmental, or public safety needs through services that provide a direct benefit to the community in which the service is performed;
- Will comply with the non-duplication and non-displacement requirements set out in section 177 of the NCSA, and in CNCS's regulations at 45 CFR § 2540.100;
- Will comply with the grievance procedure requirements as set out in section 176(f) of the NCSA and in CNCS's regulations at 45 CFR § 2540.230;
- Will provide participants in the national service program with the training, skills, and knowledge necessary for the projects that participants are called upon to perform;
- Will provide support services to participants, such as information regarding G.E.D. attainment and post-service employment, and, if appropriate, opportunities for participants to reflect on their service experiences;
- Will arrange for an independent evaluation of any national service program that is carried out using assistance provided to the applicant under section 121 of the NCSA and 45 C.F.R. Part 2522, Subpart E; or, with the approval of CNCS, conduct an internal evaluation of the program;
- Will apply measurable performance goals and evaluation methods, which are to be used as part of such evaluation to determine the program's impact on communities and persons served by the program, on participants who take part in the projects, and in other such areas as required by CNCS;
- Will ensure the provision of a living allowance and other benefits to participants as required by CNCS;
- Has not violated a federal criminal statute;

- If a state applicant, will ensure that the state subgrants that will be used to support national service programs are selected in conformance with the requirements of the NCSA;
- If a state applicant, will seek to ensure an equitable allocation within the state of assistance and approved national service positions, taking into consideration such factors as the locations of the programs, population density, and economic distress;
- If a state applicant, will ensure that not less than 60% of the assistance will be used to make grants to support national service programs other than those carried out by a state agency, unless CNCS approves otherwise based upon the state applicant not having a sufficient number of acceptable applications to meet the 60% threshold.

CERTIFICATIONS

The certifications set out below are material representations upon which the Corporation for National and Community Service (CNCS) will rely when it determines to award a grant. False certification, or violation of the certification, may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

Certification – Debarment, Suspension, and Other Responsibility Matters

This certification is required by OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in 2 CFR § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with, commission or any of the offenses listed in 2 CFR § 180.800(a); or
- Has had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

Certification – Drug Free Workplace

This certification is required by section 184 of the NCSA (42 U.S.C. 12644), sections 5150-5160 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101-8106), and CNCS's implementing regulations at 2 CFR Part 2245, Subpart B. Under these authorities, grantees must certify, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace.

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
 - 1. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
 - 2. Specifies the actions that the grantee will take against employees for violating that prohibition; and
 - 3. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any federal award;
- C. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing CNCS, as well as any other federal agency on whose award a convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
 - 1. Taking appropriate personnel action against the employee, up to and including termination; or
 - 2. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

Certification – Lobbying Activities

As required by 31 U.S.C. 1352, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

Certification - Grant Review Process (State Commissions Only)

I certify that in conducting our review process, we have ensured compliance with the National and Community Service Act of 1990, and all state laws and conflict of interest rules.

Certification – Federal Tax Liability

I certify that, if the applicant is a corporation,

- A. The corporation does not have any unpaid federal tax liability—
1. That has been assessed,
 2. For which all judicial and administrative remedies have been exhausted or have lapsed, and
 3. That is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or
- B. A federal agency has considered suspension or debarment of the corporation based on the unpaid tax liability and has made a determination that this further action is not necessary to protect the interests of the government.

Certification – Felony Criminal Conviction under Federal Law

I certify that, if the applicant is a corporation,

- A. The corporation has not been convicted of a felony criminal violation under any federal law within the preceding 24 months, or
- B. A federal agency has considered suspension or debarment of the corporation based on that conviction and has made a determination that this further action is not necessary to protect the interests of the government

Certifications – Subgrants and Lower Tiered Nonprocurement Transactions with Excluded or Disqualified Persons (NCSA Subtitle C and Social Innovation Fund applicants only)

Definitions

The terms “debarment,” “suspension,” “excluded,” “disqualified,” “ineligible,” “participant,” “person,” “principal,” “proposal,” and “voluntarily excluded” as used in this document have the meanings set out in 2 CFR Part 180, Subpart I, “Definitions.” A transaction shall be considered a “covered transaction” if it meets the definition in 2 CFR Part 180 Subpart B, “What is a covered transaction?”

Assurance requirement for subgrant and other lower tier nonprocurement agreements

You agree by submitting this proposal that, if we approve your application, in accordance with 2 CFR Part 180 Subpart C, you shall not enter into any lower tier nonprocurement covered transaction with a person without verifying that the person is not excluded or disqualified unless authorized by CNCS.

Assurance inclusion in subgrant agreements

You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered nonprocurement transactions and in all solicitations for lower tier covered nonprocurement transactions that the participants will comply with the provisions of 2 CFR Part 180 subparts A, B, C and I.

Notice of error in certification or assurance

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

Tab 8



Board of Supervisors
Work Session Minutes
Tuesday, June 26, 2018
1:00pm

Present at Meeting:

Eric Johnson, TCD Board Chair
Richard Mankamyer, TCD Board Auditor
Paul Pickett, TCD Board Supervisor
Shana Joy, WSCC
Alison Halpern, WSCC

Linda Powell, TCD Board Vice-Chair
Sarah Moorehead, TCD Interim Executive Director
Heather Roskelley, TCD Staff
Ben Peterson, WFSE

Action Items:

None

Meeting not audio recorded

1. Review June 26th Monthly Board Meeting Packet, All

- Supervisors & Staff reviewed agenda items to allow questions/discussions prior to Monthly Board meeting
- No formal Board action was taken

Respectfully Submitted,

Eric Johnson, Board Chair



Board of Supervisors
Monthly Board Meeting Minutes
Tuesday, June 26, 2018 (2:00pm)

Present at Meeting:

| | |
|------------------------------------|---|
| Eric Johnson, TCD Board Chair | Sarah Moorehead, TCD Interim Executive Director |
| Richard Mankamy, TCD Board Auditor | Heather Roskelley, TCD Staff |
| Paul Pickett, TCD Board Supervisor | Chris Stearns, TCD Associate Board Supervisor |
| Linda Powell, TCD Board Vice-Chair | Shana Joy, WSCC |
| Alison Halpern, WSCC | Joe Hanna, TCAAC |
| TJ Johnson, Public | Madeline Bishop, Public |
| Martin McCallum, Public | Vickie Larkin, Thurston BoCC |
| Esther Kronenberg, Public | Gary Edwards, Thurston BoCC |
| Dan Calvert, PSP | |

Action Items:

1. Staff to submit June 19 Subcommittee meeting notes as minutes
2. Staff to send RFP to employment law firms and solicit proposals; Sarah will also provide courtesy copy to Enduris and invite commentary
3. Board Chair to review and sign minutes provided at meeting so they can be published on website in compliance with Action Plan
4. Staff to send out Doodle poll to change Board meeting date in August because of conflict with USFWS meeting in Boise (August 28)
5. Staff to ask for public meeting guidance for Supervisors from Attorney General's office
6. Staff to put DOH Grant on July 31 agenda for discussion and provide two hard copies for Supervisors
7. Staff will email quarterly payroll and staff reports to Board
8. Staff to send Doodle poll to Supervisors to schedule Work Session mid-July sometime between 3-6pm or 5-8pm
9. Staff to provide revised mid-year budget with additional information to Supervisors
10. Richard will contact HR temp agencies to hire a temp and will provide recommendations to Board during Work Session in mid-July
11. Staff to provide entire contract for WRIA 13 Lead Entity as hard copies for approval during July 31 Board meeting
12. Staff will provide Chehalis Outreach meeting announcements
13. Travel Policy to be discussed by Board in July Work Session
14. Linda will attend a staff meeting (date TBD) to co-create Code of Conduct with staff
15. Staff to put policy updates in books

1. Welcome, Introductions, Audio Recording Announcement and Pledge of Allegiance

- Eric Johnson called the meeting to order at 2:09pm. There was a quorum.
- Welcome, Introductions, & Pledge of Allegiance conducted
- Chair announced meeting is audio recorded

2. Public Comment (3 minutes per person)

- Persons who provided public comment:
 - TJ Johnson
 - Joe Hanna

54 **3. Agenda Review, All**

- 55 ▪ Include Supervisor Reports in Partner Reports – 6D
- 56 ▪ Include quarterly payroll and staff reports in Financial Report – 8E
- 57 ▪ Paul made a motion to move the Executive Session Statement earlier in the meeting. No
- 58 second.
- 59 ▪ VSP Technical Support MOU Addendum (B) and CREP Assignment of Payment Forms (C)
- 60 under Conservation Projects are tabled to July 31 Board meeting
- 61 ▪ Add Chehalis Outreach Grant Work Addendum to Conservation Projects as -11D
- 62 ▪ Discuss potential OPMA violations – 9B
- 63 ▪ Discuss HR/legal services as it relates to budget – 10B
- 64 ▪ Move #15 Protocol for Supervisor Requests to 13B

66 **4. Board Officer Elections, All**

67 Table until July 31 Board Meeting

69 **5. HR/Legal Subcommittee Report, Sarah Moorehead**

70 **A. HR/Legal Services**

- 71 • Discussion about firms and costs; consensus was to move forward with attorney first and
- 72 this would help to frame path forward for HR
- 73 • Sarah provided the names of two additional employment law firms in the Olympia area;
- 74 they provide free initial consultation
- 75 • Pierce CD has an interest and the capacity to provide some HR support after legal
- 76 issues are resolved
- 77 • Need to have budget discussion to decide whether we can afford legal or HR services

78 **B. Legal Services RFP**

- 79 ▪ Paul moved to use Richard's version of RFP and solicit proposals from employment law
- 80 firms. Linda seconded. Unanimous approval with the following amendments:
- 81 ○ Line 5: Thurston Conservation District Board of Supervisors (BoS)
- 82 ○ Lines 11 & 18: Mailed, hand-delivered or emailed to: Board Chair and Acting
- 83 Executive Director
- 84 ○ Page 3, Scope of Services, Description a, Line 77: Act as general legal counsel
- 85 to the TCD's Board of Supervisors

86 **AI – Staff to submit June 19 Subcommittee meeting notes as minutes**

87 **AI – Sarah to send RFP to employment law firms and solicit proposals; Sarah will also**

88 **provide courtesy copy to Enduris and invite commentary**

89

90 **6. Partner Reports**

91 **A. NRCS – No Report**

92 **B. WSCC, Shana Joy**

- 93 ▪ Introduced new Puget Sound Regional Manager, Alison Halpern
- 94 ▪ WSCC meeting July 18 and 19 in Shelton at Little Creek Casino and Resort; Mason CD tour
- 95 ▪ WSCC has concluded their investigation of TCD; drafting final report; report should be available
- 96 soon
- 97 ▪ Livestock technical assistance – WSCC is asking more questions of each CD so they can track
- 98 funding
- 99 ▪ Thurston CD will be audited this year – to be reimbursed through grant money; each district is
- 100 audited every three years
- 101 ▪ Legal requirements for TCD – still have 4 different elements not in compliance with Action Plan
- 102 (handout): open public meetings act; keeping public informed through minutes; adherence to
- 103 labor laws; unresolved HRC complaints
- 104 ▪ Shana will be reporting CDs in red (TCD) to the Commission and they make decision; there is a
- 105 new CAPP program so she is not sure what they will do
- 106 ▪ It is up to TCD to provide evidence that they have complied by July 18

- Shana mentioned that it's OK to not post minutes for a couple of months, but not beyond two months
- C. **WACD/NACD** – Doug Rushton was not able to attend June 26 Board meeting but provided handouts that were included in Board Packet
- D. **Supervisor Meetings**
 - Eric and Richard have attended US Fish and Wildlife Service meetings; they would like to attend a meeting in Boise on August 28 that addresses how landowners are handling easements; other issues are problems with endangered species and making the building permit process easier
 - Meetings with Partners in Conservation
- AI – Board Chair to review and sign minutes provided at meeting so they can be published on website in compliance with Action Plan
- AI – Sarah to send out Doodle poll to change Board meeting date in August because of conflict with USFWS meeting in Boise (August 28)

Letter from Eric Johnson and his attorney read by Richard Mankamy

- Letter states that closed door sessions are legal to discuss employees including Acting Executive Director; final action may be taken in public meeting

AI – Staff to ask for public meeting guidance for Supervisors from Attorney General's office

Handout - Statement of Paul Pickett

- Re: sending emails for discussion to other Board Supervisors
- In the future, it is recommended that all Supervisors use bcc (blind copy) when communicating by email so that they can't all reply and create a discussion
- In addition, Shana advised not putting anything in email that's to do with Executive Session

Handout – Statement of Paul Pickett and Doug Rushton

- Because of potential legal liability regarding the June 7th Special Meeting Executive Session, Paul Pickett and Doug Rushton issued a statement

7. Board Meeting Minutes Review, All

A. April 24, 2018 Regular Meeting & Work Session minutes

Linda moved to approve minutes as amended in work session. Richard seconded. Eric, Richard, and Linda approved. Paul abstained. Motion passed.

B. May 29, 2018 Regular Meeting & Work Session minutes

Paul moved to approve minutes as amended in work session. Linda seconded. Unanimous approval.

C. June 7, 2018 Special Meeting & Work Session minutes

Paul distributed minutes through Sarah with his edits.

- Edits 64-69 – OK
- Remove 70
- Edits 80-82 – OK
- Take out D

D. February 27, 2018 Regular Meeting minutes

Linda moved to approve as amended. Richard seconded. Eric, Richard, and Linda approved. Paul abstained. Motion passed.

- Lines 79-81 – put on agenda for July 31 Board meeting

8. Financial Report

A. Monthly Financial Report

- If Richard would like different information provided, Sarah will implement
- Staff birth dates to be removed from Regence invoice/statement

B. May Check Register

- 160 ▪ Paul moved to approve checks 19602-19642 totaling \$104,171.78 with voided checks
161 19604, 19626, 19638. Linda seconded. Unanimous approval.
162

163 **Break at 3:54pm. Meeting resumed at 4:07pm.**
164

165 **C. DOH Grant**

- 166 ▪ Ready for signature; Sarah emailed it to Supervisors during previous week (54 pages)
167 ▪ \$300,000 total
168 ▪ Approved in 2018 annual budget; through March 31, 2020
169 ▪ Provides for technical assistance – working with school and urban gardens, farm tours,
170 beginning farming training programs, riparian programs
171 ▪ Two hard copies requested for Supervisors

172 **AI – Staff to put DOH Grant on July 31 agenda for discussion and provide two hard**
173 **copies for Supervisors**
174

175 **D. Quarterly Payroll and Staff Reports**

176 **AI – Sarah will email quarterly payroll and staff reports to Board**
177

178 Linda moved to have Work Session scheduled mid-month to handle routine items and place
179 them on consent calendar. Paul seconded. Unanimous approval.
180

181 **AI – Staff to send Doodle poll to Supervisors to schedule Work Session mid-July**
182 **sometime between 3-6pm or 5-8pm**
183

184 **9. Executive Session Statement**

185 A. Paul Pickett read statement earlier (refer to 6D)

186 B. Potential OPMA violations

187 It was decided by Board that emails sent by Paul and Doug were not in violation as they were
188 not reply all; as mentioned earlier in this meeting, it is best to blind copy other Board
189 Supervisors or send to Sarah and she will distribute
190

191 **10. Mid-Year Budget Revision, All**

192 **A. Budget and 2018 Mid-Year Staffing Needs**

- 193 ▪ Supervisors concluded they need more information to make budget decisions
194 ▪ TCD can subcontract out to Pierce, King, Mason and other districts; However,
195 permanent staff are needed to fulfill grant commitments; TCD needs to retain staff
196 ▪ Union labor negotiator will be contacting Board through Sarah
197

198 **B. HR/Legal Services**

- 199 ▪ Eric moved to authorize Board Auditor to hire a qualified HR person through a temp
200 agency who reports back to the Auditor and the Board. Linda seconded. Eric, Linda,
201 Richard approved. Paul objected. Motion Passed.
202 ▪ Richard will provide recommendations to Board mid-July during Work Session
203 ▪ Shana Joy noted that TCD policy states the hiring is done by the permanent or acting
204 executive director, not Board Supervisors. TCD needs to know if there is budget to hire
205 HR and/or legal services.
206 ▪ Sarah shared concerns about operating against TCD policy and the Board authorizing
207 expenses of unknown amounts. She recommended first ensuring there is sufficient
208 funding available and second following the District's policy on hiring staff.

209 **AI – Staff to provide revised mid-year budget with additional information to Supervisors**

210 **AI – Richard will contact HR temp agencies to hire a temp and will provide**
211 **recommendations to Board in Work Session mid-July**
212

213 **11. Conservation Projects, All**

214 **A. WRIA 13 Lead Entity Contract Renewal**

- 215 ▪ This is the next contract with RCO to continue TCD's commitment to operate as the fiscal
- 216 agent for the WRIA 13 Lead Entity
- 217 ▪ Staff recommendation is to approve this second half biennium contract with RCO (July 1,
- 218 2018 – June 30, 2019) and authorize the TCD Board Chair or Interim Executive Director to
- 219 sign the final contract document upon receipt
- 220 ▪ Billable time starts July 1
- 221 ▪ Final contract not yet available
- 222 ▪ Shana advised Board to vote to approve at July 31 Board meeting and backdate it to July
- 223 1
- 224 ▪ Board would like entire contract (as hard copies) to be provided for approval
- 225 ▪ Board Chair stated that there is to be no monetary expenditure by staff until contract is
- 226 signed

227 **B. VSP Technical Support MOU Addendum - Tabled**

228 **C. CREP Assignment of Payment Forms – Tabled**

229 **D. Chehalis Outreach Grant Addendum**

- 230 ▪ Staff working on this: Sarah, habitat team, education and outreach staff
- 231 ▪ Chehalis Basin Strategy work – Skookumchuk – interested in working lands easements;
- 232 flood mitigation, aquatic species restoration work; making sure that landowners have a
- 233 seat at the table; Kathleen Berger has been a big advocate for landowners
- 234 ▪ Paul moved to approve Chehalis Outreach Grant addendum. Linda seconded.
- 235 Unanimous approval.

236 **AI – Staff to provide entire contract for WRIA 13 Lead Entity as hard copies for approval**

237 **during July 31 Board meeting**

238 **AI – Stop work on WRIA 13 Lead Entity contract effective July 1 until contract is signed**

239 **AI – Staff will provide Chehalis Outreach meeting announcements**

240

241 **12. Rates & Charges, Sarah Moorehead**

242 **Preparation for Board of County Commissioner's Briefing**

- 243 ▪ Meeting on June 27 9:30am-10am; second meeting scheduled for July 18 2:30pm-3pm in
- 244 case more time is needed
- 245 ▪ County has been supportive; all individuals who spoke at May 10 Public Hearing were
- 246 supportive

247

248 **13. Review of TCD Governance Action Plan and Protocol for Supervisor Requests, All**

249 **A. Action Plan Discussion**

- 250 ▪ Action Plan items – some have been accomplished and noted
- 251 ▪ Travel Policy has not been approved
- 252 ▪ Code of Conduct needs to be created; Enduris' Code of Conduct sent by Shana in January
- 253 2018 for reference; decided that one Board member, Linda, will attend a staff meeting to
- 254 co-create Code of Conduct with staff

255 **B. Protocol for Supervisor Requests**

- 256 ▪ Between meetings there are requests; Interim Executive Director can either 1) provide
- 257 answer fairly quickly, 2) set a time frame for deliverable, or 3) defer to discussion in
- 258 meeting because request requires extensive time commitment
- 259 ▪ Sarah gets conflicting direction from Supervisors; need a broader discussion on priorities
- 260 - how best to prioritize from a collective Board with one voice

261 **AI - Travel Policy to be discussed by Board in July Work Session**

262 **AI - Linda will attend a staff meeting (date TBD) to co-create Code of Conduct with staff**

263

264 **14. Review of Policies & Procedures**

265 **AI – Staff to put policy updates in books**

266
267
268
269
270
271
272
273
274

15. Adjourn, All

Paul moved to adjourn. Linda seconded at 6:33pm. Unanimous approval.

Respectfully Submitted,

Eric Johnson, Board Chair

DRAFT



Board of Supervisors
Special Meeting Minutes
Tuesday, July 24, 2018
1:30pm

Present at Meeting:

| | |
|------------------------------------|---|
| Eric Johnson, TCD Board Chair | Sarah Moorehead, TCD Interim Executive Director |
| Richard Mankamy, TCD Board Auditor | Alison Halpern, WSCC |
| Doug Rushton, TCD Board Supervisor | Melinda Holman, Public |
| Linda Powell, TCD Board Vice-Chair | Jerry Dierker, Public |
| Paul Pickett, TCD Board Supervisor | Tony Wilson, Public |
| Steven W. Morrison, Public | |
| Paula Holroyde, Public | |
| Ben Peterson, WFSE | |

Action Items:

1. Staff to explore with the Attorney General's office possible representation with the Arthur West lawsuit
2. Board Supervisors and staff to review legal services RFP submissions at July 31st Board meeting (or on potentially rescheduled date in August)

1. Welcome, Introductions, Audio Recording Announcement and Pledge of Allegiance

- Eric Johnson called the meeting to order at 1:31pm. There was a quorum.
- Welcome, Introductions, & Pledge of Allegiance conducted
- Chair announced meeting being audio recorded

2. Public Comment (3 minutes per person)

- Persons who provided public comment:
 - Steven W. Morrison
 - Tony Wilson
 - Jerry Dierker
 - Arthur West

3. Agenda Review, All

- Sarah requested discussion of the documents received to date in response to the legal services RFP as well as an email from Ann Essko, Senior Counsel with the Office of the Attorney General – Ecology Division and receipt of the Notice of Appearance by the State of Washington
- Doug stated that the agenda was not discussed between Chair and other Board Supervisors and the Board Chair needs to ensure this happens in the future; Chair is to work collaboratively with the other Supervisors and agenda is then formalized by staff

4. Discuss a contract for legal services to respond to and answer the notice served to the District regarding Notice of Appearance, State of Washington Thurston county Superior Court No. 18-2-03305-34 dated July 12, 2018:

- Clarification regarding Notice of Appearance and the State of Washington; the State filed a Notice of Appearance, which does not extend to the District or to any of the District's Supervisors
- Doug motioned to have staff explore with the Attorney General's office representation with this lawsuit to be considered at a future meeting. Paul seconded. Unanimous approval.

- Only the State of Washington has been served; Thurston Conservation District and the individual Supervisors named in the lawsuit – Eric, Richard, and Linda – have not been served
- The Board has 20 days after they've been served to respond
- Alison Halpern noted that TCD hasn't received all of the legal services RFPs – deadline is July 27 – so there is no ticking clock and TCD might have the Attorney General's office provide representation
- Doug motioned to stick to agenda topics and look at RFP submissions at July 31st Board meeting since there is no need for an attorney at this time. Paul seconded. Unanimous approval.
- Paul wants his printed documents to be included in record because they are relevant to legal process for hiring contract workers

AI - Staff to explore with the Attorney General's office possible representation with the Arthur West lawsuit

AI – Board Supervisors and staff to review legal services RFP submissions at July 31st Board meeting (or on potentially rescheduled date in August)

5. Adjourn, All

Eric moved to adjourn. Linda seconded at 2:11pm. Motion passed.

Respectfully Submitted,

Eric Johnson, Board Chair

Tab 9

Thurston County VSP Implementation Update

August 20, 2018

Due to limited capacity currently at Thurston Conservation District (TCD), a proposal to subcontract a portion of the implementation deliverables is provided to the Thurston VSP workgroup. Proposal details are included below:

1. TCD proposes subcontracting the development of Individual Stewardship Plans (ISPs) at this time to ensure the successful implementation of the Voluntary Stewardship Plan, until Thurston Conservation District can increase its staffing capacity to fulfill this portion of the program.

Through local dollars acquired by TCD to support the Thurston VSP program, TCD piloted subcontracting the development of (2) ISPs with 7 Generations Ag Conservation. 7 Generations Ag Conservation, a local conservation agricultural consulting firm lead by retired TCD employee James Weatherford. James has extensive qualifications and is known throughout WA State for his work on complex conservation plans, nutrient management plans, TSP service through NRCS, development of Dairy Nutrient Management plans and work on the development of VSP. He is a certified crop advisor and certified pesticide applicator. He has 14 years of experience as a Natural Resources Specialist at TCD, over 30 years of experience as co-owner and operator of his family's wheat farm in Eastern, OR and a BS in Natural Resources Management. TCD performed a broad search, including obtaining quotes from other similar area consultants. 7 Generations Ag Conservation was selected as the lowest quote received, as well as, the high level of specific experience pertaining to this proposal.

The plans were completed in 2.5 weeks, and follow the template developed by the VSP Workgroup and TCD. The pilot proved efficient, accurate and expeditious in completion of these ISPs.

On July 26th, 2018 the VSP workgroup discussed pursuing a subcontractor for ISP development. The VSP workgroup showed interest and recommended subcontracting to increase the capacity for current ISP development. Draft minutes from the VSP workgroup meeting are attached. It is projected that it will be possible to complete another ~10 plans before December 31, 2018 with the current VSP grant budget, depending on the complexity of the operations developing ISPs. This is subject to change depending on timely approval of contracts with subcontractors to perform this work.

Moving forward, TCD will prepare a bid process in accordance with TCD policy and generate an addendum with the selected subcontractor to perform this work.

2. Thurston Conservation District intends to retain the outreach component and move forward with the plans brought before the Thurston VSP group.

An update on the Outreach Plan is as follows:

- Final versions of VSP outreach materials reviewed and revised by VSP workgroup following the July VSP meeting are attached.
- Materials will be utilized to promote the program broadly throughout the remainder of the program. Including, flyering throughout the agricultural communities, dissemination to granges, work groups, faith organizations, clubs and other social and civic committees.
- An advertising campaign will begin using the language from the VSP workgroup vetted outreach materials. This includes a multiplatform social media campaign, as well as print media advertisements in The Olympian, The Nisqually Valley News, The Chronicle, The Tenino Independent / Rochester Sun newspapers (within supported budget parameters).
- A combined program postcard outreach mailing occurred this Spring, generating additional interest and candidates for ISPs. This postcard was sent to ~1800 properties throughout Thurston County . This mailing list was generated using GIS, identifying parcels that included agricultural activities AND critical habitat, over 5 acres. These parameters were identified as high priority and utilized to ensure the mailing would fall within the limited supply budget included for Thurston CD to perform outreach under the VSP contract.
- VSP will be included as a component of future program mailings by TCD. Parameters and constraints of these mailing lists will need to meet the scope and budget constraints of multiple programs. TCD has offered to incorporate specific parameters for future mailing lists provided by the VSP Workgroup if feasible.
- A series of workshops/on-farm walks is scheduled for mid-Fall 2018 for landowners to learn about VSP and work through their initial checklists. Broad outreach and advertising will be provided to maximize participation.

Thurston County Voluntary Stewardship Program

Workgroup Meeting #45
July 26, 2018, 1:00-3:00 pm
Washington Farm Bureau, Suite 201
975 Carpenter Road NE
Lacey, WA 98516

Chair McAninch called the meeting to order at 1:05 pm

In attendance:

Jon McAninch, WWA, Cedarville Farms, TCFB
Raul De Leon, TCFB
Bruce Morgan, TCFB/UPPL
Karen Parkhurst, TRPC
John Stuhlmiller, WFB
Rick Nelson, TCFB/Grange
Patrick Dunn, CNLM
Jim Goche
Brian Merryman, TCFB
Richard Mankamy, Board of TCD Supervisor, TC Ag Committee
Sarah Moorehead, TCD
James Weatherford
Theresa Nation, WDFW
Tom Davis, WFB

Current Voting Members:

Jon McAninch, WWA, Cedarville Farms, TCFB
Patrick Dunn, CNLM
Rick Nelson, TCFB/Grange
Evan Sheffels, WSFB
Karen Parkhurst, TRPC
Brian Merryman, TCFB
Raul De Leon, TCFB
John Stuhlmiller, WSFB
Jim Myers, Nisqually farmer
Dan Calvert, PSP
Bruce Morgan, TCFB/UPPL (reapproved 7/26/18)

Welcome and Introductions: Chair Jon McAninch had all participants introduce themselves.

Public Comment: No comment.

Approval of Agenda: Pat Dunn moved that the meeting agenda be approved as published. Rick Nelson seconded. Approved by consensus.

Chair McAninch asked for a secretary to take minutes. John Stuhlmiller was nominated by Patrick Dunn. Motion seconded by Bruce Morgan. Approved by consensus.

Brief update on VSP Implementation: Thurston Conservation District staff Sarah Moorehead updated the group on VSP efforts and shared the concept of subcontracting with James Weatherford to provide Work Plan implementation assistance by writing ISPs. Sarah noted that TCD will follow the TCD policy requirements with respect to subcontracting, which includes soliciting multiple informal bids/quotes before selecting a subcontractor. Additionally, all other state and federal laws for public entities will be followed and TCD will keep the work group informed of each step in the process.

Consideration/approval of Implementation Plan Modifications:

Discussion ensued regarding the subcontract potential. Sarah shared that TCD had conducted a pilot with other TCD resources to pay James for writing plans. He was able to complete 2 plans. TCD shared that there are also several ISPs in process through other CD staff efforts.

Members shared the desire to connect more closely with Thurston Conservation District. The district shared the same desire. If this subcontracting is approved by the county and the TCD board of supervisors, the VSP workgroup would like regular check in with James to ensure that plan goals are achieved. James would be the technical aspect of TCD effort and another staff person will be continuing the outreach component.

In addition to ensuring accountability for the work, other options to contract with districts from other counties was also discussed.

Karen Parkhurst moved to support the TCD proposal to subcontract the ISP technical work, including the potential of contracting with James Weatherford. Seconded by John Stuhlmiller. Approved by consensus: 6 in favor and 1 opposed (Pat Dunn).

Karen Parkhurst moved to reinstate Bruce Morgan as a voting member. Seconded by Rick Nelson. Motion carried by consensus.

Rick Nelson moved that the TCD come to our next meeting with details of time and cost of the contracted implementation work and prioritization strategies to enable us to meet VSP plan goals. Bruce Morgan seconded. Motion carried by consensus.

John shared that the WSCC recently informed Thurston County of a lack of meeting VSP reporting deadlines. It was pointed out that there is need the County to be sure to complete the status reports. Contact with the County is needed to ensure compliance is achieved.

Sarah Moorehead shared additional VSP materials. Comment is needed as soon as possible so they can be distributed.

Next Steps:

Chair McAninch will approach the county regarding getting current on WSCC VSP reporting requirements. TCD will proceed with seeking subcontracting authority with Thurston County.

The workgroup decided by consensus to continue to meet on an as-needed-basis. The workgroup will get feedback on outreach materials to the Conservation District via email, and TCD committed to communicating regularly with the Work Group to demonstrate progress and ensure that implementation goals are met.

The next meeting of the Work Group was tentatively set as 9/23/2018 at 3 PM. This meeting is subject to the call of the chair and depends on activity needing review.

Adjourned at 3:03 PM.

Respectfully submitted,
Acting Secretary
John Stuhlmiller

Voluntary Stewardship Program Implementation

Thurston Conservation District
2018



| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|-------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Administration | | | | | | | | | | | | |
| 1 MOU Approved by TCD Board | | | | | | | | | | | | |
| 2 MOU Approved by TC | | | | | | | | | | | | |
| 3 Metric Reporting to TC & VSP WG | | | | | | | | | | | | |
| Outreach | | | | | | | | | | | | |
| 4 Develop Outreach Plan & Messaging | | | | | | | | | | | | |
| 5 Webpage development | | | | | | | | | | | | |
| 6 Develop Outreach Materials | | | | | | | | | | | | |
| 7 Outreach Postcard Mailer | | | | | | | | | | | | |
| 8 VSP Workshops | | | | | | | | | | | | |
| 9 Tabelling & Flyering | | | | | | | | | | | | |
| 10 Social Media Campaign | | | | | | | | | | | | |
| Implementation | | | | | | | | | | | | |
| 11 VSP Technical Assistance | | | | | | | | | | | | |
| 12 ISP Development | | | | | | | | | | | | |

Task Detail

- 1 MOU Approved by TCD Board on January 30, 2018
- 2 MOU Approved by TCCPED March 19, 2018
- 3 Target metric reporting dates: June 30, 2018 & December 31, 2018
- 4 Developing outreach plan, workshop dates, messaging and strategies for engagement
- 5 Update TCD VSP webpage & increase resources/helpful information for landowners
- 6 Develop/update TCD outreach materials to engage landowners in ISP development
- 7 Outreach postcard mailer sent on 4/23/2018 to 1,824 properties that included agricultural activities and critical habitat
- 8 Host workshops for landowners focused on increasing viability of ag operation, while protecting and enhancing critical areas
- 9 Promote VSP at all events, hosted and partner workshops, posting community flyers and through technical assistance opportunities
- 10 Launch social media campaign (Facebook, Twitter, Instagram) to promote: VSP awareness, agricultural viability, critical areas enhancement and ISP development
- 11 Provide VSP technical assistance to landowners in person, through site visits, phone calls, etc.
- 12 Develop ISPs with landowners

Incentive Programs to Pair with VSP
Conservation Reserve Enhancement Program
Cost share for BMP Implementation



Voluntary Stewardship Program

The Voluntary Stewardship Program (VSP) is an **alternative approach** for counties in Washington State to protect and voluntarily enhance environmentally critical areas while maintaining and improving the long-term viability of local agriculture. **Instead of enacting further critical areas regulation for agricultural activities**, the VSP allows a technical assistance provider to work with agricultural operators to develop voluntary, site-specific stewardship plans. The Thurston Conservation District is the technical service provider for Thurston County.

GOALS OF THE PROGRAM

- ♦ Protect and voluntarily enhance critical areas where they overlap with agricultural activities
- ♦ Maintain and improve the long-term viability of agriculture and reduce the conversion of farmland to other land use types
- ♦ Proactively address land-use regulation and conversion



Want to know more?

Curious if you qualify for an Individual Stewardship Plan?

We want to hear from you!

WHY PARTICIPATE?

- ♦ Gain a better understanding of the critical areas on your land and how to work *with* those to improve operational efficiencies, see higher yields, and increase production
- ♦ Flexible – allows farmers and ranchers to manage in a way that meets their needs
- ♦ Focuses on results rather than regulations. Proactively be a good steward of your land for generations to come
- ♦ Enhances the image of agriculture to the larger community as good stewards of natural resources
- ♦ Protect your farm from violations and regulation
- ♦ Participation in the VSP potentially opens individual landowners up to other cost share opportunities
- ♦ A successful Voluntary Stewardship Program supports a voluntary approach to land stewardship for all Thurston County residents. Success is dependent upon landowner participation.



Thurston County opted in.

Now what?

After the program was funded by the state in 2014, Thurston County began the planning process. The county conferred with stakeholders before establishing a VSP Workgroup to develop the work plan. The Workgroup includes representatives from the agricultural community, environmental groups, agencies, and tribes. Thurston County's work plan was approved by the State Conservation Commission (SCC) on April 26, 2017.

- ◆ Outreach, implementation, and development of Individual Stewardship Plans is primarily through the lead technical assistance provider, the Thurston Conservation District.
- ◆ As of Summer 2018, landowners may work with the Thurston Conservation District to implement the Voluntary Stewardship Program on their land.
- ◆ The Workgroup will continue monitoring the success of the program in Thurston County and adjust as necessary. If the VSP does not meet the critical area protection and enhancement benchmarks after 10 years (2024), the county must review and, if necessary, revise development regulations in the watershed.

CONTACT US

Thurston County
Resource Stewardship
Department

Charissa Waters, Program Manager

(360) 786-5541

watersc@co.thurston.wa.us

[http://www.co.thurston.wa.us/
planning/voluntary-stewardship-
program.html](http://www.co.thurston.wa.us/planning/voluntary-stewardship-program.html)

Interested in getting an Individual Stewardship Plan?

TECHNICAL SERVICE PROVIDER

Thurston Conservation District

(360) 754-3588

2918 Ferguson St. SW, Suite A
Tumwater, WA 98512

[https://www.thurstoncd.com/
welcome/programs/voluntary-
stewardship-program/](https://www.thurstoncd.com/welcome/programs/voluntary-stewardship-program/)



Voluntary Stewardship Program



FREQUENTLY ASKED QUESTIONS

| Site Specific Stewardship |





What is the Voluntary Stewardship Program?

The Voluntary Stewardship Program (VSP) is an alternative to the traditional regulatory approach for counties to protect critical areas where they overlap with agricultural activities while supporting the long-term viability of agriculture. Counties were given two options: Opt-in to the VSP or continue with existing regulations under the Growth Management Act (GMA) to protect critical areas on agricultural lands.

What are Critical Areas?

- ◆ Fish & wildlife habitat conservation areas
- ◆ Wetlands
- ◆ Frequently flooded areas
- ◆ Geologic hazard areas (including steep slopes)
- ◆ Critical aquifer recharge areas used for potable water

What technical assistance will be offered to landowners?

Thurston Conservation District is the primary provider that helps landowners develop Individual Stewardship Plans (ISP) under the VSP. These plans are free, site-specific and tailored to individual agricultural operations to help them identify conservation practices that can be implemented on their land to aid in the voluntary conservation of the critical areas on their land. Participating landowners complete a checklist of current practices and then collaborate with Thurston CD staff to verify the extent and location of critical areas on the property and to develop an action plan for implementing conservation practices and maintaining or improving the long-term viability of the agricultural operations. This process is collaborative and site-specific throughout. Free educational opportunities offered by the Conservation District also serve as a companion to individual's plans.



What will be recommended for my property?

Technical staff will recommend agricultural activities and conservation practice options based on Natural Resources Conservation Service (NRCS) conservation planning procedures. These include such things as cover cropping, exclusion fencing, integrated pest management, or prescribed grazing. Plans and recommendations are adapted to each operation individually.



Instead of enacting further critical areas regulation for agricultural activities, the VSP works with landowners to develop voluntary, site-specific Stewardship Plans.

Tab 10

Natural Resources Building
P.O. Box 40917
Olympia, WA 98504-0917
1111 Washington St. S.E.
Olympia, WA 98501



(360) 902-3000
TTY: (360) 902-1996
Fax: (360) 902-3026

E-mail: Info@rco.wa.gov
Web site: www.rco.wa.gov

STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE

June 28, 2018

Sarah Moorehead, Acting Executive Director, and Members of the Board of Supervisors
Thurston Conservation District
2918 Ferguson St SW A
Tumwater, WA 98512

RE: Salmon Recovery Lead Entity Contract

Dear Ms. Moorehead and Members of the Thurston Conservation District Board of Supervisors:

It has come to my attention that the Board of Supervisors of the Thurston Conservation District is uncertain about its willingness to renew its role as fiscal agent for the lead entity of Water Resources Inventory Area (WRIA) 13.

The District was designated as the lead entity in 2000 by resolutions adopted by the Thurston County Commission, the cities of Olympia, Lacey, Rainier, and Tumwater, and the Squaxin Island Tribe. As such, the District serves as the fiscal agent for the lead entity citizens committee and helps manage the citizens committee and the technical review committee in their role of developing the ranked list of habitat projects submitted to the Salmon Recovery Funding Board each year. I sent you a letter in November 2017 detailing the roles and responsibilities of this function.

I am very disappointed. This is a critical time in the annual grant round for the Salmon Recovery Funding Board. The work of the lead entity is essential for any grant funding to flow to sponsors in WRIA 13. We see two possible pathways at this moment:

1. The parties that make up the lead entity designate a new fiscal agent quickly and that new fiscal agent signs the necessary documents to keep the process moving.
2. Thurston Conservation District signs the necessary documents no later than July 13, 2018, to continue to serve as the fiscal agent. Documents include an authorizing resolution and contract with Washington State Recreation and Conservation Office.

The consequences of delay are that sponsors in WRIA 13 would receive no funding for salmon recovery projects during the 2018 grant round, a loss of more than \$830,000 in project funding. This would be a huge blow to those sponsors and, frankly, to salmon and the orcas that depend on them.



As a result, my preferred option is that the parties that make up the lead entity designate a new fiscal agent quickly, and that new fiscal agent sign the necessary documents to keep the process moving.

I understand that you are scheduling a special meeting during the second week of July. I ask that you please provide a response about which path you intend to take the day following that meeting.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Kaleen Cottingham". The signature is written in a cursive, flowing style.

Kaleen Cottingham
Director

cc: Thurston County Commissioners
Washington State Conservation Commission
City of Olympia
City of Lacey
City of Rainier
City of Tumwater
Squaxin Island Tribe
Sheida Sahandy, Director, Puget Sound Partnership
David Troutt, Chair, Salmon Recovery Funding Board

Enclosures: Recreation and Conservation Office Applicant Resolution/Authorization
WRIA 13 Salmon Habitat Recovery Committee Lead Entity Scope of Work 18-19

Puget Sound Salmon Recovery Region

Lead Entity Scope of Work

July 1, 2018–June 30, 2019

NAME OF LEAD ENTITY: WRIA 13 SALMON HABITAT RECOVERY COMMITTEE

Background

In this grant period, lead entities are funded with capacity grants from the Washington State Legislature using general fund (operating budget) and capital budget (bond) dollars. These funds are allocated by the Salmon Recovery Funding Board (SRFB), and the contracts that govern these grants are administered by the Recreation and Conservation Office (RCO).

Puget Sound lead entities also receive funding from capital funds that the Legislature appropriates to the Puget Sound Acquisition and Restoration (PSAR) program. The RCO administers these funds through a Memorandum of Understanding with the Puget Sound Partnership (Partnership). For this grant period, six percent of the first \$30 million of the PSAR program will be distributed among the Puget Sound lead entities to support their capacity to recruit, develop, review, and prioritize eligible projects.

The Legislature appropriated more than \$30 million to PSAR during this biennium. As a result, the Partnership and SRFB are supplementing the lead entity capacity contracts so that each lead entity receives \$100,000 per year from a combination of SRFB and PSAR funds.

This scope of work, for the period July 1, 2018–June 30, 2019, includes funds in these categories. The PSAR balances will be determined after RCO receives and pays the final billings.

| | |
|---|-------------|
| Lead entity support from operating budget | \$XX,XXX.XX |
| Lead entity support from capital budget | \$XX,XXX.XX |
| SUBTOTAL | \$XX,XXX.00 |

PSAR balance, 2015–17

PSAR balance, 2017–19

Grant Funding Timing

The fund sources included in this agreement have different timelines.

The lead entity support from the operating and the capital budget must be spent in one fiscal year, i.e., by June 30, 2019.

PSAR funding may be used for up to two biennia.

- **PSAR capacity funds allocated for 2015–17 must be spent by June 30, 2019.** Any balance of 2015–17 PSAR capacity funds remaining on July 1, 2019 will no longer be available to the lead entity.
- **PSAR capacity funds allocated for 2017–19 must be spent by June 30, 2021.** Any balance of 2017–19 PSAR capacity funds remaining on July 1, 2021 will no longer be available to the lead entity.

Purpose

The purpose of this scope of work is to describe the tasks that will be completed by the lead entity during the fiscal year July 1, 2018 through June 30, 2019 with the funds available as described above.

Each task includes:

- A description of the services to be provided or work to be performed
- Deliverables
- Responsible person or job title
- Timeline
- Budget amount and funding source, summarized in table at end of document

All work is bound by the lead entity contract agreement, its terms and conditions, and the applicable RCO policy manuals (e.g., [Manual 8-Reimbursements](#); [Manual 18-Salmon Grants](#); [Manual 19-Regional Organization and Lead Entity Capacity Grant Guidance](#)).

Contracts

The lead entity may sub-contract out portions of the tasks described in this scope of work, but it must meet these requirements:

- The lead entity must have adopted written procedures on the procurement of contracted services in compliance with state law.
- The lead entity must allow the RCO to review proposed sub-contracts of more than \$20,000.

See [Manual 19](#) for specifics.

Indirect/Overhead Costs

RCO allows indirect costs for lead entity capacity grants. Organizations are required to complete a RCO Fiscal Data Collection Sheet available at

<https://rcow.wa.gov/documents/manuals&forms/FiscalDataCollectionSheet.pdf>

See [Manual 19](#) for specifics.

Reporting

The lead entity will report twice a year to RCO on its progress in completing these tasks. RCO will provide a template for the progress report. Progress reports will become publicly available as attachments on PRISM.

Due dates: April 15th and October 31st.

TASKS 1–7: REQUIRED TASKS FOR ALL PUGET SOUND LEAD ENTITIES

Task Groups 1–5 comprise the work a lead entity engages in to complete its SRFB grant round. Accordingly, for budget purposes, the costs associated with these five task groups are combined. See the table at the end of this document for that budget amount.

Task Group 1: Lead Entity Organization

The lead entity will maintain sufficient administration, facilitation and coordination capacity to support the on-going goals and objectives of a lead entity organization.

Task 1.1 The lead entity organization will maintain an office and points of contact. It will keep the Recreation and Conservation Office (RCO) informed of its physical and mailing address and the names, phone numbers, and e-mail addresses for points of contact. It will report changes within 15 calendar days to the RCO.

Deliverable 1.1 Notice to RCO of changes within 15 calendar days.

Task Lead: Amy Hatch-Winecka, Deputy Director

Task 1.2 The lead entity will provide a brief summary of the number of staff involved in performing the lead entity tasks (whether on lead entity payroll or not), their individual roles, and any training that has occurred during the reporting period. Examples of some common roles include billing, accounting, education, outreach, data management (e.g., Habitat Work Schedule), and coordination.

Deliverable 1.2 Lead entity will provide summary of staff, roles, and training in the April 15th progress report.

Task Lead: Amy Hatch-Winecka, Deputy Director

Task 1.3 The lead entity coordinator and appropriate committee members will represent the lead entity organization in salmon recovery settings as directed by the regional recovery organization, the lead entity committee(s) and the lead entity organization.

An important setting in 2018-2019 is the lean study on how salmon recovery projects come to the SRFB. Lead entities are expected to play a key role in this study and their participation is expected and encouraged. This includes participation in at least one workshop, completion of a survey, and review of draft materials.

Expected Participation

- Lean study workshop, completion of a survey, and review of draft materials.
- Puget Sound Watershed Leads meetings¹, (monthly; in person or conference call)
- Washington Salmon Coalition meetings (as scheduled; in person or conference call)
- Meetings with the coordinator(s) of the relevant Local Integrating Organization, if applicable (quarterly, in person)
- Lead entity operational review meeting with GSRO lead entity program manager (annual, in person)

Optional Participation:

- Puget Sound Salmon Recovery Council, when on agenda or as requested (bimonthly, in person)
- Salmon Recovery Funding Board, when on agenda or as requested (quarterly, in person)
- Washington State Salmon Recovery Conference (2019, in person)
- Large Capital Project Review Team for PSAR (summer 2018, in person and conference calls)

¹ A coordinated ecosystem recovery workshop (Fall 2018) and training (Spring 2019) with the Local Integrating Organization will take the place of two Puget Sound Watershed Leads meetings and focus on how to improve coordination and alignment of salmon and ecosystem recovery goals, strategies, and priorities.

- Puget Sound Ecosystem Monitoring Program Salmonid Workgroup (monthly or quarterly, in person or conference call)

The lead entity coordinator will ensure that the time spent and any travel costs incurred are directly work related, obtained at the most economical price, and both critical and necessary for state business.

Any travel associated with this scope of work must follow the rules in the [State Administrative and Accounting Manual](#). See Manual 19 for guidance.

Note that any out-of-state travel must be authorized in advance authorization from the RCO agency director or authorized designee (see SAAM 10.10.50a)

Deliverable 1.3 The lead entity will provide summary of lead entity representation in appropriate salmon recovery settings to RCO in the April and October progress reports.

Task Lead: Amy Hatch-Winecka, Deputy Director

Task 1.4 The lead entity organization will serve as the agent administering the lead entity grant with the RCO, either by administering the grant itself or by an agreement with a fiscal agent.

The lead entity organization is responsible for accounting and reporting to the RCO in a timely fashion. Invoices for reimbursements of eligible costs will be sent to the RCO no less frequently than annually and no more often than monthly.

Lead entity organizations must prepare their bills in [PRISM Online E-billing](#). Information is available on the RCO Web site at http://www.rco.wa.gov/doc_pages/reimbursement.shtml

Deliverable 1.4 The lead entity will administer its grant in a timely manner, including accounting, reporting, and invoicing using PRISM Online E-billing. Invoices for reimbursements of eligible costs will be submitted no less frequently than annually and no more often than monthly.

Task Lead: Amy Hatch-Winecka, Deputy Director

Task Group 2: Lead Entity Committees:

As required in statute, the lead entity is to establish and maintain a committee that is representative of diverse salmon habitat and community interests (citizens committee) and whose primary purpose is to compile a prioritized habitat project list (see RCW 77.85.050).

Task 2.1 The lead entity will establish and maintain a citizens committee. The lead entity shall ensure diverse membership that reflects RCW 77.85.050.

The lead entity coordinator or designee shall:

- Arrange and facilitate citizens committee and subcommittee meetings
- Create agendas for citizens committee and subcommittee meetings
- Perform staff assignments
- Develop meeting summaries
- Maintain a complete set of records to be made available to the RCO as needed for oversight of the lead entity grant. These records to include, at a minimum:
 - Agendas
 - Sign in sheets
 - Meeting summaries, including action items

Deliverables 2.1

- a. Arrange, facilitate, and document citizen committee meetings, maintain records, and make the information available to RCO as needed.
- b. Document the diverse membership on the citizens committee that reflects RCW 77.85.050
- c. Submit the name and affiliation of each member of the citizens committee to the RCO in the April 15th progress report.

Task Lead: Amy Hatch-Winecka, Deputy Director

Task 2.2 The lead entity will organize and coordinate a means of ensuring that the technical and science-related needs of compiling a prioritized habitat project list are met. For many lead entities, this entails coordinating a technical advisory group.

For any such technical advisory group, the lead entity coordinator or designee shall:

- Arrange and facilitate technical advisory group meetings
- Create agendas for technical advisory group
- Perform staff assignments
- Develop meeting summaries

- Maintain a complete set of records to be made available to the RCO as needed for oversight of the lead entity grant. These records to include, at a minimum:
 - Agendas
 - Sign in sheets
 - Meeting summaries, including action items

If no separate technical advisory group exists for the lead entity, the lead entity coordinator or designee shall document how the technical and science-related needs of the lead entity area are met.

Deliverables 2.2

- a. Arrange, facilitate, and document technical advisory group meetings (or document how the technical and science-related needs of the lead entity area are met), maintain records, and make the information available to RCO in the April 15th progress report.
- b. Submit the name and expertise of each member of the technical advisory group to the RCO in the April 15th progress report

Task Lead: Amy Hatch-Winecka, Deputy Director

Task 2.3 The lead entity will maintain a set of written bylaws approved by the citizens committee and update them as needed.

At a minimum, the bylaws will include:

- Membership criteria
- Attendance requirements
- Roles of all participants including chairs
- Decision-making and/or voting structure and process
- Purpose and membership of any standing supporting committees
- Statement of fairness and/or conflict of interest policy

These bylaws shall be made available to the RCO as needed for oversight of the lead entity grant.

Deliverable 2.3: Maintain a set of written bylaws approved by the citizen committee and update as needed. Make the bylaws available to the RCO on request.

Task Lead: Amy Hatch-Winecka, Deputy Director

Task 3: Lead Entity Annual Work Plan and Grant Program Criteria

The lead entity will develop an annual work plan to guide its overall effort for creating the prioritized habitat project list and to provide transparency and clarity for its watershed partners, the Partnership, and the RCO.

The annual work plan will include:

- A description of how the prioritized project list will be created (the overall process, structure of application workshops, guidelines for applicants, etc.)
- Grant program criteria consistent with lead entity's local habitat strategy, watershed recovery strategy chapter, or regional recovery plan
- Timeline
- Plan for ensuring that the citizens committee reflects RCW 77.85.050
- Plan for how Task 6 will be completed (i.e., use of Habitat Work Schedule database (HWS))
- Staff and committee roles
- Decision-making structure to ensure compliance with Manual 18.

Deliverable 3.0

Develop an annual work plan and provide it to the RCO as part of the April 15th progress report

Task Lead: Amy Hatch-Winecka, Deputy Director

Task Group 4: Adaptive Management of Watershed Recovery Chapter

The lead entity will document the goals and strategies needed for salmon recovery in its area. The lead entity will maintain a current watershed salmon recovery chapter, advance or implement a salmon recovery monitoring plan, and maintain a current list of high priority salmon recovery projects planned for the next four years (i.e., a Four Year Work Plan project list).

The Partnership encourages lead entities to incorporate the following into its salmon recovery chapter: habitat goal statements, updated strategies, H-integration approaches, pressures, and climate change considerations.

The lead entity will coordinate with the Alliance for a Healthy South Sound to ensure that salmon recovery goals and strategies (e.g., watershed salmon recovery chapter updates) are incorporated into the LIO's South Sound Strategy (Ecosystem Recovery Plan), or at a minimum, ensure there is no conflict exists between salmon recovery goals and strategies and the South Sound Strategy.

The WRIA 13 Salmon Habitat Recovery Committee is one of five Lead Entities working with the Alliance for a Healthy South Sound (AHSS). As such, the WRIA 13 Lead Entity will fulfill the relevant portion of the below deliverables, as they relate to the geography of WRIA 13.

The lead entity will bring any difficulty or conflict in achieving this alignment to the attention of Partnership staff and the GSRO Lead Entity Program Manager.

Task 4.1 The lead entity will assist the LIO and the four other Lead Entities in the South Sound Recovery Chapter geography to maintain a current salmon recovery chapter. Current information shall be incorporated into the watershed's Miradi file and HWS (4YWP project list) as appropriate.

Deliverables 4.1:

- a. Provide summaries from committee meetings that focus on adaptive management of the recovery chapter in the April 15th and October 31st progress reports to RCO.
- b. Contribute to the update the recovery chapter Miradi file with the other South Sound Lead Entities no less than twice a year, due April 15th and October 31st. If Miradi capacity is not available within the lead entity, the information should be provided to the Partnership.
- c. Maintain current list of priority projects (4YWP project list) in HWS.
- d. Provide documentation of coordination with relevant LIO(s) (if applicable) in the April 15th and October 31st progress reports to RCO.

- e. Initiate coordination of goals between the South Sound Strategy and the Habitat Protection and Restoration Plan for WRIA 13 (WRIA 13 strategy document created in 2005), to enable an update of the latter when funds become available.

- f. Participate in the Alliance for a Healthy South Sound (AHSS) Council and Technical meetings. This participation will contribute to the update of the WRIA 13 freshwater

strategy (noted above) while also supporting the adaptive management of the AHSS South Sound Strategy document.

Task Lead: Amy Hatch-Winecka, Deputy Director

Task Group 5: Create a Habitat Project List for the SRFB:

The lead entity will submit a habitat project list to the SRFB in accordance with Manual 18 (see RCW 77.85.050(3)). Generally, this includes the following activities:

- Initiating and facilitating prioritization meetings
- Conducting community outreach about the grant round
- Preparing and organizing meeting materials
- Scheduling and coordinating site visits with the SRFB review panel
- Compiling project ratings and final rankings
- Scheduling and coordinating application workshops
- Ensuring all aspects of project pre-applications and project applications are complete
- Coordinating with the SRFB review panel and providing review panel comments to project applicants and sponsors
- Completing and submitting the lead entity list memorandum to RCO and the regional organization
- Interacting with the SRFB and RCO staff as requested.

Task 5.1 The lead entity will submit a ranked habitat project list in accordance with Manual 18. Each project will demonstrate a link to the lead entity's Four Year Work Plan (see Task 4) and to the strategies in the relevant watershed recovery chapter.

Deliverable 5.1: The lead entity will submit its ranked habitat project list to the regional organization and SRFB in accordance with the Grant Schedule published in Manual 18.

Task Lead: Amy Hatch-Winecka, Deputy Director

Task 5.2 The lead entity will summarize and evaluate its involvement in the current SRFB grant round.

Deliverable 5.2: The lead entity will summarize and evaluate its involvement in the current SRFB grant round in the progress report due October 31st.

Task Lead: Amy Hatch-Winecka, Deputy Director

Task 5.3 The lead entity will provide feedback to the RCO, making suggestions to improve Manual 18 for the next grant round.

Deliverable 5.3: The lead entity will provide feedback to improve Manual 18 in its progress report due October 31st.

Task Lead: Amy Hatch-Winecka, Deputy Director

Task Group 6: Habitat Work Schedule

The lead entity organization will track salmon restoration and protection projects in its area using the Habitat Work Schedule (HWS) database, following the instructions and guidelines in Attachment A.

This task must be charged to lead entity support from the operating budget. See Manual 19 for further guidance.

Tracking will include projects on the lead entity's ranked list, in its Four Year Work Plan or Four Year Project Forecast, and salmon restoration and protection projects in its area that are funded at \$20,000 or more that are not in the PRISM database. This tracking allows better reporting on salmon recovery progress statewide and a better picture of the other funding sources.

The lead entity will define a budget amount of its award dedicated to tracking salmon recovery projects in HWS. For the purpose of this scope of work, the budgeted amount is \$3,000.

Task 6.1 Track project information in the Habitat Work Schedule database in accordance with instructions in Attachment A (see below). Work with RCO to improve data quality and verify metrics in support of state-wide reporting (i.e. State of Salmon in Watersheds) and the new Four Year Project Forecast.

Deliverable 6.1 The lead entity will complete data entry in HWS as described in Attachment A by April 15 for salmon recovery projects, in the budgeted amount of \$3,000.

Task Lead: Amy Hatch-Winecka, Deputy Director

Task 6.2 The lead entity will provide the RCO with a description of how it uses the HWS database, how often it updates information, and how the HWS database helps it identify and coordinate with all known salmon habitat projects in the lead entity area, including Washington Wildlife and Recreation Program, the Conservation Reserve Enhancement Program, and other conservancy programs (see RCW 77.85.060), including the Estuary and Salmon Restoration Program, as relevant.

Deliverable 6.2 The lead entity will respond to the questions about HWS in the progress report due April 15th.

Task Lead: Amy Hatch-Winecka, Deputy Director

Task 6.3 The lead entity coordinator or designee shall attend one HWS database training event per year, which may be a Web-based training event. If project sponsors are assigned responsibility for providing project data input into HWS, the lead entity shall coordinate a minimum of one HWS database training opportunity per year for project sponsors.

Deliverable 6.3 The lead entity will provide documentation of training attended and, where relevant, provided, in the progress report due April 15th.

Task Lead: Amy Hatch-Winecka, Deputy Director

Task 7: Outreach

Building community support is critical for project development and creating an authorizing environment for salmon recovery project implementation. Community outreach and education are activities that may occur throughout the year. Accordingly, the lead entity will report its progress for these activities in either the spring or fall progress report, as appropriate.

Outreach activities examples include educating elected officials (federal, state, local representatives), presentations to community groups, youth education day camps, and meetings with landowners.

NOTE: Only outreach activities directly related to project recruitment and development should be charged to lead entity support from the capital budget or PSAR capacity funds. Any other outreach activities must be charged to lead entity support from the operating budget. See Manual 19 for further guidance.

Task 7.1 Please provide a bulleted list of activities.

The WRIA 13 Salmon Habitat Recovery Committee Lead Entity (Thurston) plans these outreach activities for 2018-19:

- ☐ Legislative outreach at the state and national levels
- ☐ Outreach to local elected officials
- ☐ Presentations to community groups, youth education day camps, etc.
- ☐ Outreach and meetings with landowners to benefit future project implementation

Deliverable 7.1 Please indicate how these activities will be documented, how success will be measured, and when they will be reported to RCO and the regional organization.

Opportunities for the above-referenced outreach will be discussed at the monthly combined meetings of the Lead Entity technical and citizen group, seeking input and direction. Reports will be given at PSP Watershed Leads meetings and in the biannual grant reports to RCO. Highlighting a particular success may mean inclusion in the WA Salmon Coalition update to the SRFB at a regularly scheduled meeting.

Task Lead: Amy Hatch-Winecka, Deputy Director

Budget Summary Table

July 1, 2018–June 30, 2019

NAME OF LEAD ENTITY



This scope of work includes these funds:

| | |
|---|--|
| Lead entity support from operating budget (25%) | |
| Lead entity support from capital budget (75%) | |
| SUBTOTAL | |
| PSAR balance, 2015–17 | |
| PSAR balance, 2017–19 | |



LEAD ENTITY BUDGET

| TASK | DESCRIPTION | BUDGET |
|--------------|---|--------|
| Tasks 1-5 | <ol style="list-style-type: none"> 1. The lead entity will maintain sufficient administration, facilitation and coordination capacity to support the on-going goals and objectives of a lead entity organization. 2. The lead entity will maintain and coordinate a citizen committee and technical advisory group. 3. The lead entity will develop an annual work plan and provide it to the RCO as part of its spring progress report (April 15th) 4. The lead entity will maintain a current salmon recovery chapter 5. The lead entity will submit a habitat project list to the SRFB in accordance with Manual 18 (see RCW 77.85.050(3)). | XXXX |
| Task 6 | The lead entity organization will create and maintain a habitat work schedule for salmon restoration and protection projects using the Habitat Work Schedule (HWS) database. | XXXX |
| Task 7 | Community Outreach | XXX |
| TOTAL | | |

Appendix A.

Habitat Work Schedule

Introduction

As noted in the body of the scope of work, the recently implemented interface between the PRISM and HWS databases reduces the level of effort needed to manage data in HWS for projects that are opted-in to the PRISM / HWS interface.

To allow better reporting on salmon recovery efforts and funding sources throughout the state, it is important to track as many salmon recovery projects as possible in the HWS database. This includes projects at all different phases of completion (in different categories of project status) and projects funded by sources in addition to the Salmon Recovery Funding Board.

Project status

Tracking projects at all different phases of completion (i.e., in different categories of project status) allows for a more complete picture of salmon recovery in Washington.

How is project status defined?

- A **conceptual project** is one that has a timeline, but has not yet been proposed for funding.
- A **planned project** has a timeline such that it begins **within the next four years**, but has **not yet been proposed for funding**. These projects will be included in a Forecast List and require additional information.
- A **proposed project** is one that is actively seeking or has applied for funding and is awaiting approval.
- An **active project** is one that is currently underway.
- A **completed project** is one that has been finished.
- A **dormant project** has been proposed but withdrawn for some reason (e.g., landowner changed mind)

Projects with salmon recovery benefit

Projects with salmon recovery benefit may be funded from many different sources. Tracking these in HWS allows better reporting on Washington's salmon recovery efforts. Ideally, HWS will track projects funded by all sources, including:

1. Projects funded through the lead entity ranked list process:
 - Salmon Recovery Funding Board projects
 - Puget Sound Acquisition and Restoration Program.
2. Projects with salmon recovery benefit that receive funding administered by the Recreation and Conservation Office, including but not limited to:
 - Aquatic Lands Enhancement Account
 - Brian Abbott Fish Barrier Removal Board
 - Estuary and Salmon Restoration Program
 - Family Forest Fish Passage Program
 - Land and Water Conservation Fund
 - Washington Wildlife and Recreation Program
3. Projects with salmon recovery benefit that are funded from sources administered elsewhere, for example:
 - City or county funds
 - Bonneville Power Administration
 - U.S. Fish and Wildlife Service
 - Conservation Reserve Enhancement Program
 - NOAA Restoration Center
 - National Fish and Wildlife Foundation

Publishing projects in HWS

HWS provides the option for projects to be hidden or to be shared to the public. All proposed, active, and completed projects and activities are to be made public unless an agreement has been made between the lead entity and GSRO to allow certain information relating to projects or activities to remain unpublished (e.g. private landowner information).

The lead entity will ensure that all proposed, active, and completed projects and activities entered into HWS are published on the public portal by April 15th of each year.

Conceptual, planned, and dormant projects and activities may be published on the public portal also, if public access to project information is allowed.

RCO or the HWS developer (Paladin) are available for help on how to publish your projects.

Data to enter into Habitat Work Schedule

Please enter the following fields into HWS for projects with salmon recovery benefit.

The following table outlines the required fields by project status. For conceptual projects some of the fields may be estimated, as noted by the (C*).

The planned project category will serve as a Four Year Project Forecast for estimating legislative budget requests for two bienniums (i.e., 2019–2021 and 2021–2123). Project contact and project sponsor information is optional.

A template for planned projects is under development; it will help you ensure that you have all the required fields prior to submission.

If you are moving a conceptual project to planned project status, the metric validation tool (currently being enhanced) should be used to confirm required fields.

For details regarding metric definitions, please refer to the PCSRF data dictionary or the Washington state reporting codes available in HWS.

| Required Data Fields by Project Status | | | |
|---|-------------------|----------------|--------------------------------------|
| Field Name | Conceptual | Planned | Proposed / Active / Completed |
| Project name (descriptive name) | X | X | X |
| Project ID (unique ID created by HWS user) | X | X | X |
| Project category (e.g., restoration, acquisition, etc.) | X | X | X |
| Project status (conceptual, planned, proposed, active, complete, dormant) | X | X | X |
| Start date and end date | X* | X | X |
| Cost or Budget | X* | X | X |
| Project summary (written overview of the project) | X | X | X |
| Goals | | | X |
| Funding entries (project funding in addition to RCO funding) | | | X |
| Location (latitude/longitude, line, or polygon) | | X | X |

Metrics

| | | | |
|--|--|---|---|
| <p>PCSRF metrics and values (choose all that apply)</p> <ul style="list-style-type: none"> • Total Amount Of Estuarine / Nearshore Acres Treated • Miles Of Stream Made Accessible • Number of blockages / impediments / barriers impeding passage • Total Miles Of Instream Habitat Treated • Total Riparian Miles Streambank Treated • Total Riparian Acres Treated • Acres of restored land maintained • Total Acres Of Wetland Area Treated • Acres of upland area treated • Miles of road treated • Acres of treatment for forestry practices/stand management (Treatment or management of trees and undergrowth in riparian area including prescribed burnings, stand thinning, stand conversions, and silviculture.) | | X | X |
| <p>Washington metrics and values – (choose all that apply)</p> <ul style="list-style-type: none"> • Floodplain acres reconnected • Floodplain acres protected • Acres of off-channel / floodplain connected or added | | X | X |
| Primary species benefiting | | X | X |
| Secondary species benefiting | | X | X |
| Biennium | | X | X |
| Limiting factors / ecological concerns | | | X |
| Recovery plan goals | | | X |
| Recovery plan chapter | | | X |

| Additional Information | | | |
|---|--|---|---|
| Project sponsor / primary project contact | | | X |
| Habitat type | | X | X |

**Recreation and Conservation Office
Applicant Resolution/Authorization**

Organization Name (sponsor) _____

Resolution No. (if applicable) _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person identified below (in section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. _____ [insert
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE/AGENT] is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at: <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.

6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.
10. *[Recreation and Conservation Funding Board Grant Programs Only]* If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.
12. *[Acquisition Projects Only]* Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor.
13. *[Acquisition Projects Only]* Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the project agreement, or authorized in writing by the Office Director.
14. *[Development, Renovation, Enhancement, and Restoration Projects Only – If your organization owns the property]* Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.
15. *[Development, Renovation, Enhancement, and Restoration Projects Only – If your organization DOES NOT own the property]* Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the project agreement or an amendment thereto.

16. [Only for Projects located in Water Resources Inventory Areas 1 – 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
17. This resolution/authorization is deemed to be part of the formal grant application to the Office.
18. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

[Native American Tribes, Local Governments, and Nonprofit Organizations Only] This application authorization was adopted by our organization during the meeting held:

Location _____

Date _____

[All Applicants] Signed and approved on behalf of the resolving body of the organization by the following authorized member(s):

Signed _____

Title _____ Date _____

Washington State Attorney General's Office

Approved as to form Brian Stallen 1/19/18

Assistant Attorney General

Date

You may reproduce the above language in your own format; text however may not change.

Tab 11



STATE HEADQUARTERS OFFICE

1212 JEFFERSON ST. S.E., SUITE 300 • OLYMPIA, WA 98501-2332
800-562-6002 • www.wfse.org

July 19, 2018

by Electronic Mail and USPS

Sarah Moorehead, Interim Executive Director
Thurston Conservation District
2918 Ferguson St SW, Suite A
Tumwater, WA 98512

Dear Ms. Moorehead,

Pursuant to RCW 41.56.100 I am writing to request negotiations of an initial Collective Bargaining Agreement between the Washington Federation of State Employees, AFSCME Council 28 and the Thurston Conservation District.

The Washington Federation of State Employees (WFSE) also requests that the two percent COLA that was approved during the December 20, 2017 Board of supervisors meeting be implemented retroactively to April 1, 2018.

Mark Hamilton will be the chief negotiator for the Washington Federation of State Employees. Please contact Mark at (360) 709-1940 or by e-mail at MarkH@wfse.org to discuss scheduling.

We look forward to productive negotiations resulting in a first agreement that benefits both the WFSE membership and the Thurston Conservation District.

Sincerely,

Amy Spiegel
WFSE Director of Negotiations

CC: Eric Johnson, Board Chair
Greg Devereux, WFSE Executive Director
Sue Henriksen, WFSE Council President
Mark Hamilton, WFSE Labor Advocate
WFSE Officers
WFSE Bargaining Team
Kurt Spiegel, Olympia Field Supervisor

OLYMPIA FIELD OFFICE
906 Columbia St. SW, Suite 500
Olympia, WA 98501

SEATTLE FIELD OFFICE
6363 7th Ave. S., Suite 220
Seattle, WA 98108-3407

SPOKANE FIELD OFFICE
16710 Smokey Point Blvd., Suite 308
Arlington, WA 98223-8435

TACOMA FIELD OFFICE
222 W. Mission Ave., Suite 201
Spokane, WA 99201-2301

TACOMA FIELD OFFICE
5003 Tacoma Mall Blvd.
Tacoma, WA 98409-6826

VANCOUVER FIELD OFFICE
11816 SE Mill Plain Blvd., Suite 202
Vancouver, WA 98684-5090

YAKIMA FIELD OFFICE
3804 Kern Road, Suite B
Yakima, WA 98902-7801

CALL CENTER: 833-MCC-WFSE (833-622-9373)

Tab 12

To: TCD Board of Supervisors
From: Sarah Moorehead (*Interim Executive Director*)
Date: August 20, 2018
Subject: Interim Executive Director's Report



Priority Initiatives & Conservation Programs

Voluntary Stewardship Program (VSP)

Please see status report on this program under Tab 9 of the August 20th, 2018 TCD Monthly Board Meeting packet.

Conservation Reserve Enhancement Program (CREP)

CREP plan 01-2018 has been completed by TCD staff and is progressing through the review and implementation process.

At this time, an action item is included on the August 20th, 2018 TCD Board of Supervisors meeting agenda (item #12) to approve the standard CREP reimbursement agreement.

A copy of the standard CREP reimbursement agreement is included following this report for review. This agreement signifies that TCD will facilitate the state cost share reimbursement to the landowner for implementation and maintenance of this CREP project.

Funding comes directly from the Washington State Conservation Commission (WSCC) and is restricted for use as cost share reimbursement. TCD operates as the local pass through for these state provided cost share dollars. A cost share breakdown is included for your convenience to show the local pass through dollars that will come through TCD to the landowner for implementation and maintenance of this project. In addition, a project summary has been provided as supplemental information.

District Operations

Rates & Charges

Thurston Conservation District successfully prepared and provided Thurston County with the proposal to implement a system of Rates and Charges beginning in January 2019 on June 27th, 2018. Additional information and follow up discussion was provided during a second briefing on July 18th, 2018.

The Thurston County Board of Commissioners will now hold a public hearing, before considering the proposal. Additional information on the status of Rates and Charges and the pending Thurston County public hearing will be provided as it is received.

Washington Federation of State Employees Union Update

Please see the letter provided under Tab 11 of the August 20th, 2018 Board of Supervisors meeting packet. After Board discussion, a response can be sent to the contact included.



CREP 01-2018 Project Summary

Location: Beaver Creek. The property is located within Section 5 of Township 16 and Range 2W. Currently, the pasture is used rotationally for grazing and haying. When grazed, 30 head of livestock use the pasture without adequate exclusion from Beaver Creek.

Stream Length: 1,770 linear feet

Practices

Livestock Exclusion Fence (NRCS 382): 1,300 linear feet on Right Bank, 1,300 linear feet on Left Bank (2,600 linear feet total)

Riparian Forest Buffer (NRCS 391): Total area to be enrolled in CREP is 5 acres. The buffer is on left and right bank, with a total average width of 125 feet.

Landowner Objectives: Landowner would like to exclude livestock from Beaver Creek and re-establish diverse native vegetation along Beaver Creek to increase the habitat value on his property. His objectives reinforce the objectives of the CREP.

Project Objectives: The project will install permanent fencing to exclude livestock from Beaver Creek, which will reduce nutrient input and improve water quality. The project will also plant native vegetation along Beaver Creek to provide increased water filtration, provide shade, long-term bank stabilization, and increase habitat value. Beaver Creek is mapped by the Washington Department of Fisheries SalmonScape to have documented spawning of Coho and is a CREP eligible stream. Beaver Creek is also mapped by the US Fish and Wildlife Service IPaC to include Critical Habitat area of the Oregon spotted frog. This CREP project has been designed in collaboration with USFW to protect the function of this Critical Habitat through use of strategic planting zones.

CREP 01-2018 Costshare Breakdown

| Time | Code | Component Description | FSA Costshare/unit | Costshared cost | # of units | Dollars | Max FSA C/S | PIP | State C/S |
|-----------------------|------|---|------------------------|-----------------|------------|--------------|--------------|--------------|-------------|
| Spring 2019 | FN | Permanent Fencing | 50% NTE COC per foot | \$ 5.50 | 2,600 | 14,300 | 7,150 | 5,720 | 1,430 |
| Spring 2019 | SP16 | Site Prep | 50% NTE \$175 per acre | \$ 350.00 | 5 | 1,652 | 826 | 661 | 165 |
| Spring 2019 | S21 | Rigid mesh tube/netting | \$ 0.31 each | \$ 0.62 | 50.00 | 31 | 16 | 12 | 3 |
| Spring 2019 | S33 | Solid Wall Protectors | 50% NTE \$1.00 each | \$ 2.00 | 1,750 | 3,500 | 1,750 | 1,400 | 350 |
| Spring 2019 | TS13 | Planting costs for trees, shrubs, plugs | 50% NTE \$0.40 each | \$ 0.80 | 3,650 | 2,920 | 1,460 | 1,168 | 292 |
| Spring 2019 | TS21 | Tree and Shrub Cost | 50% NTE \$.44 | \$ 0.88 | 2,300 | 2,024.00 | 1,012.00 | 809.60 | 202.40 |
| Spring 2019 | TS22 | Tree and Shrub Cost | 50% NTE \$.58 | \$ 1.16 | 1,000 | 1,160.00 | 580.00 | 464.00 | 116.00 |
| Spring 2019 | TS23 | Tree and Shrub Cost | 50% NTE \$.72 | \$ 1.44 | 350 | 504.00 | 252.00 | 201.60 | 50.40 |
| Total Cost | | | | | | \$ 26,091.00 | | | |
| Total FSA Costshare | | | | | | | \$ 13,045.50 | | |
| Total PIP | | | | | | | | \$ 10,436.40 | |
| Total State Costshare | | | | | | | | | \$ 2,609.10 |

**<District Name> Conservation District
Conservation Reserve Enhancement Program (CREP)
State Reimbursement and Maintenance Contract**

WHEREAS the State of Washington ("State") and United States Department of Agriculture ("USDA") entered into a joint partnership to provide incentives to restore and improve salmon and steelhead habitat on private land through the Conservation Reserve Enhancement Program ("CREP"), and

WHEREAS the funds appropriated by the State for CREP are to be administered by the Washington State Conservation Commission ("COMMISSION") through local conservation district offices; and

WHEREAS the <District Name> Conservation District ("DISTRICT") is thereby authorized to reimburse local participants enrolled in CREP for the State portion of eligible costs; and

WHEREAS the undersigned <Name> ("PARTICIPANT") has entered into a Conservation Reserve Program ("CRP") contract with the USDA Farm Service Agency ("FSA");

NOW THEREFORE the DISTRICT and PARTICIPANT agree as follows:

1. DEFINITIONS: The following definitions are applicable to this contract.

- 1.1. Contract means this document and the PARTICIPANT'S approved Conservation and Maintenance plans that are incorporated herein by this reference,
- 1.2. Conservation Plan means a record of the PARTICIPANT'S decisions, and supporting information for the treatment of a unit of land or water, and includes the schedule of operations needed to solve identified water quality concerns, protect or improve salmonid habitat. The Conservation Plan includes standards and specifications for implementation and maintenance requirements.
- 1.3. Approved Conservation Plan means a Conservation Plan that has been signed by authorized representatives of the PARTICIPANT, DISTRICT, FSA and USDA Natural Resources Conservation Service (NRCS).
- 1.4. Approved Maintenance Plan means the maintenance requirements identified in the approved Conservation Plan or a separate maintenance plan developed by the PARTICIPANT, meeting the requirements of and approved by the DISTRICT. Such approval shall not be unreasonably withheld.
- 1.5. Conservation Practice means a specified treatment, such as a structural, vegetative or land management practice, which is planned and applied according to NRCS or FSA standards and specifications.
 - 1.5.1. Structural Practice means establishment, construction or installation of a site-specific measure to protect from degradation or improve water resources. Examples include crossings, fences and livestock water development.
 - 1.5.2. Land Management Practice means site-specific management techniques and methods to conserve, protect from degradation or improve water resources and salmonid habitat. Examples include nutrient, manure, grazing or wildlife habitat management.

- 1.5.3. Vegetative Practice means the establishment or planting of site-specific vegetative measures to conserve, protect from degradation, improve water resources and salmonid habitat. Examples include the 391A -- Riparian Forest Buffer and 612 -- Tree/Shrub Establishment.
- 1.5.4. Mid-Contract Management means activities that must be performed on CREP practices to ensure the original plant diversity, wildlife benefits, and protection of the soil and water resources are present for the life of the contract, as required in the CRP contract.
- 1.6. Cost Share Payment means FSA, COMMISSION, or DISTRICT financial payments to reimburse the PARTICIPANT for the respective portion of eligible cost of installing or implementing a Conservation Practice identified in an Approved Conservation Plan; not including Maintenance Requirements or other obligation of the PARTICIPANT identified in the plan.
- 1.7. Program Payment means the financial payments from the DISTRICT to reimburse the PARTICIPANT for the State portion of eligible cost of installing or implementing a Conservation Practice; or advance of the Federal 40% PIP payment.
- 1.8. Technical Assistance means the personnel and support resources needed to conduct conservation planning; conservation practice survey, layout, design, installation, and certification; and evaluation and assessment of the Program,

2. AGREEMENTS

The PARTICIPANT agrees:

- 2.1. To implement the practices specified in the Conservation Plan;
- 2.2. Collaborate with DISTRICT staff in the development of a maintenance plan meeting the requirements of the DISTRICT to ensure the successful establishment of the Vegetative Practices and implementation of any mid contract management activities.
- 2.3. Not to start:
 - 2.3.1. Any structural practice before NRCS has approved any structural designs called for in the Conservation Plan; and
 - 2.3.2. The maintenance of any vegetative practice before DISTRICT approves the maintenance plan.
- 2.4. To implement the maintenance plan for the life of the FSA contract.
- 2.5. To comply with all Federal, State, and Local laws that apply to the Conservation Plan's content;
- 2.6. Not to undertake any action on land under the PARTICIPANT'S control that may defeat the purposes of this contract as determined by the DISTRICT.
- 2.7. To comply with the DISTRICT's Cultural Accidental Discovery Policy if, during the construction of any practice, the PARTICIPANT or their contractor encounters a previously unidentified archeological or historical site;

- 2.8. Submit original invoices and receipts and complete necessary forms to facilitate FSA and DISTRICT processing of program payment requests.
- 2.9. Permit access by DISTRICT or Commission personnel during normal business hours and after reasonable notice to provide technical assistance, monitor implementation or effectiveness, or otherwise inspect the project.
- 2.10. Notify the DISTRICT within 15 days of any accepted offer of purchase by a third party that will require transfer of the CREP contract.
- 2.11. Ensure any purchaser of the property qualifies for and assumes the FSA contract.

The DISTRICT agrees to:

- 2.12. Provide technical assistance to PARTICIPANT in the development and implementation of the Conservation Plan, Maintenance Plans; and Mid-Contract Management activities.
- 2.13. To make program payments upon properly submitted invoices, receipts and forms and subject to availability of funds for:
 - 2.13.1. Cost Share. DISTRICT to reimburse PARTICIPANT 10% of eligible costs approved by FSA for implementation of the Conservation Plan. Payment shall be made within 30 days of presentation by FSA to the DISTRICT of the calculation of the State cost share payment.
 - 2.13.2. Maintenance. For five (5) years from date of 1st planting, to reimburse PARTICIPANT 100% of the eligible maintenance costs of maintaining the vegetative practices within 60 days of presentation of original receipts to DISTRICT. Eligible maintenance costs are those identified in PARTICIPANT'S approved maintenance plan or authorized in writing by DISTRICT CREP Specialists. Costs in excess of Commission maintenance eligibility caps will be the PARTICIPANT'S responsibility.
 - 2.13.3. Mid-contract Management. DISTRICT to reimburse PARTICIPANT 50% of eligible costs authorized by FSA for Mid-Contract Management activities. Payment shall be made within 30 days of presentation by FSA to the DISTRICT of the calculation of the State cost share payment.
 - 2.13.4. Insufficient Funds. The obligation of the District to reimburse Maintenance costs is contingent on the availability of state and federal funds through legislative appropriation and state allotment to the Washington Conservation Commission. When this contract crosses over state fiscal years, the obligations of the Commission and DISTRICT are contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this contract.
 - 2.13.5. Practice Incentive Payment (PIP) Loan. To advance up to 40% of eligible costs to establish the conservation practices (excludes maintenance) at 0% interest to the PARTICIPANT where the necessary loan agreement, promissory note and assignment of proceeds documents have been executed with the COMMISSION and DISTRICT.
3. **LIQUIDATED DAMAGES.** It is mutually agreed that in the event the PARTICIPANT breaches this agreement or the approved FSA Contract referenced above, the DISTRICT will suffer substantial damages, which may not be possible to quantify with certainty. Therefore, the

PARTICIPANT will refund all payments received plus interest at the legal rate, for the breach of contract.

4. **EFFECTIVE DATE.** The Program contract is effective when signed by the PARTICIPANT and an authorized representative of DISTRICT.
5. **TERMINATION OF CONTRACT.** If a PARTICIPANT fails to carry out the terms and conditions of this contract, but DISTRICT determines that such failure does not warrant termination of this contract, DISTRICT may require such PARTICIPANT to refund, with interest, payments received under this contract, or require the PARTICIPANT to accept such adjustments in the subsequent payments as are determined to be appropriate by DISTRICT.
6. **VENUE.** If either party commences an action to enforce rights under this contract, venue of such action shall lie in <County Name>County, Washington.
7. **MEDIATION AND BINDING ARBITRATION.** If a dispute arises out of or relates to this contract or the breach thereof, the parties agree to try, in good faith, to settle the dispute by non-binding mediation through the PARTICIPANT'S nearest Dispute Resolution Center. If this does not resolve the matter then the parties shall resort to binding arbitration. All dispute or claim in law or equity arising out of this contract or any resulting transaction shall then be decided by mandatory arbitration of civil actions under RCW §07.06 et seq. and Superior Court Mandatory Arbitration Rules (MAR), and not by court action except as provided by law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
8. **ATTORNEYS' FEES.** In the event the parties to this contract resort to mediation, binding arbitration or judicial review and enforcement of the arbitration decision, the prevailing party shall be entitled to recover judgment against the other party for reasonable attorneys' fees and costs (including title and lien searches) including trial or on appeal. If any Party exercises any non-judicial right or remedy to enforce such Party's rights hereunder, it shall be a condition for the cure of the default that the defaulting party pay the non-defaulting Party(s) reasonable attorneys' fees incurred and all reasonable costs, including costs of service of notices and title and lien searches. Failure to pay such costs and reasonable attorneys' fees shall constitute an event of default under this contract.
9. **HEADINGS, INTERPRETATION AND SEVERABILITY.** The captions heading the various paragraphs of this agreement are for convenience and shall not be considered to limit, expand, or define the contents of the respective paragraphs. Masculine, feminine, or neuter gender, the singular, and the plural number, shall each be considered to include the other whenever the context so requires. If either party consists of more than one-person, each such person shall be jointly and severally liable. This agreement shall be interpreted under Washington State law and according to its fair meaning, and not strictly in favor of or against any party. Whenever possible, each provision of this contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this contract shall be prohibited or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of this contract.
10. **TIME.** Time is of the essence in the performance of the parties' rights and obligations contained herein.
11. **WAIVER.** No waiver of any of the provisions of this contract shall be deemed, or shall constitute, a waiver of any other provisions whether or not similar, nor shall any waiver

<Participant>
<address line 1>
<address line 2>
FSA Contract No. <Contract #>

constitute a continuing waiver. To be binding, the party making the waiver shall execute a waiver in writing.

12. BINDING ON SUCCESSORS. For the period of Participants CRP contract with FSA, this agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors and assigns. If a Participant dies, their heirs may elect to cancel the contract.

13. FEDERAL OBLIGATION. This contract in no terms, reduces, eliminates or alters in any fashion the PARTICIPANTS obligation under FSA CRP-1 contract requirements.

_____/_____/_____
(Participant name)
FSA Contract Participant

<DISTRICT NAME> CONSERVATION DISTRICT

By _____/_____/_____
<DISTRICT NAME> Conservation District Board Chair