

TCD Board of Supervisors
Monthly Meeting & Work Session Agenda
October 30th, 2018 (2:00pm - 5:00pm)
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 September Board Meeting Materials, All <i>A. Board Training: OPMA (November training: Financial Report)</i>	60 minutes		
Work Session Time Allotment: 60 minutes (1 hr)				
Monthly Meeting: 2:00pm – 5:00pm				
1.	Welcome, Introductions, Audio Recording Announcement and Pledge of Allegiance	5 minutes		
2.	Public Comment	20 minutes		
3.	Agenda Review	10 minutes		
4.	Board Meeting Minutes Review, All - Action Item <i>(Information only: September 25th, 2018 action items report)</i> A. August 20th, 2018 Meeting minutes B. September 25th, 2018 Meeting & Work Session minutes C. Review of new minutes template and policy, <i>Ben Cushman</i> D. Discussion of past board Meeting minutes	20 minutes	1	GAP: 8
5.	Financial Report, Sarah Moorehead A. Monthly Financial Report B. October Check Register - Action Item C. Year End Budget Strategy - Action Item D. Equipment & Soil Testing Rental Program E. VSP MOU Update - Action Item F. 2018 Audit Engagement Letter - Action Item G. Third Party Auditor Discussion	15 minutes	2	A/S: 90
6.	Discussion of Public Employee Sarah Moorehead, Eric Johnson	30 minutes		
7.	Review of Conservation Accountability and Performance Program (CAPP), Eric Johnson A. Adoption of CAPP Action Plan, <i>All - Action Item</i> B. Discussion of WSCC Funding Appeal	10 minutes	3	
8.	2019 District Funding A. Update on Rates & Charges, <i>Sarah Moorehead</i> B. Discussion of Grant: Dept. of Health (Revised) <i>Bringing Together Farms and Fish for Water Quality and Habitat Protection</i>	45 minutes	4	

C. Discussion of Grant: Dept. of Ecology
Community Centered Restoration of the Middle Deschutes Watershed
D. 2019 Budget Development Discussion, *All*

- | | | | |
|-----|--|------------|---|
| 9. | Letter to WFSE Union re: Negotiations Request, Eric Johnson | 10 minutes | 5 |
| 10. | Review of TCD Governance Action Plan, All | 20 minutes | 6 |
| | A. Resolution #2018-04: TCD Governance Study | | |
| | B. Resolution #2018-05: Hiring of a Human Resources Consultant | | |
| 12. | Adjourn, All | | |
| 13. | Interim Executive Director Report (Informational Only) | | 7 |

Meeting Time Allotment: 185 minutes (2.96 hrs)

Total Time Allotment: 254 minutes (4.08 hrs)

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

Tab 1



Board of Supervisors
Regular Board Meeting Minutes
Monday, August 20, 2018 (2:00pm)
DRAFT V2 10.5.18

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	Doug Rushton, TCD Board Supervisor
Linda Powell, TCD Board Vice-Chair	Melinda Holman, Public
Alison Halpern, WSCC	Lisa Rinner, Public
Patricia Harrigan, Public	Madeline Bishop, Public
Ben Cushman, Deschutes Law Group	J. Martin McCallum, Public/Stream Team Volunteer
Esther Kronenberg, Public	AR Kusekin, Public
Ben Peterson, WFSE	John Stuhlmiller, WFB

Action Items:

1. Staff to expand Doodle poll for rescheduling of August 28th Board meeting to include September 10-21
2. Sarah to send a letter signed by TCD Board Chair to Enduris stating that Ben Cushman is the attorney for the TCD Board and authorize release of all records
3. Sarah to provide HR documents to TCD Attorney Ben Cushman for review
4. Staff to place HR Discussion on agenda for next Board meeting
5. Sarah to send work organization chart and salary schedule to TCD Attorney and Chair
6. Sarah will look into obtaining a payment plan for TCD election expenses
7. Richard will contact Kim Wyman for suggestions regarding TCD election invoice
8. Chair and AED to determine qualifications, duties, and compensation of subcontractor(s) and implement an RFP process to engage with subcontractor(s)
Sarah to draft a letter to WSFE for Board and attorney review. Eric to sign and submit.

1. Welcome, Introductions, Audio Recording Announcement and Pledge of Allegiance

- Eric Johnson called the meeting to order at 2:01pm. 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:
 - Paul Mikobski
 - Joe Hanna
 - Tony Wilson
 - Esther Kronenberg
 - Lise Rinner
 - Annabel Kusekin

3. Agenda Review, All

- Take #7 off agenda – TCD Resolution #2018-04 to WSCC (resolved)
- Jump to #14B at 4pm when John Stuhlmiller arrives
- Have discussion of past minutes - #13D
- **Doug moved to have #15 and #16 moved up to #4. Paul seconded. Doug, Paul – yes, Eric, Richard, Linda - no. Motion died.**
- **Doug moved to have #15 and #16 moved up to #5. Paul seconded. Doug, Paul - yes, Eric, Richard, Linda - no. Linda abstained. Motion died.**

- 54 ▪ *Paul moved to have #5, #6, #7, and #8 moved to end of agenda after #17. Doug*
55 *seconded. Paul, Doug – yes. Eric, Richard, Linda – no. Motion died.*
56

57 Rescheduling of August 28th Board meeting – Doodle poll was sent out. Doodle poll to be
58 expanded to September 10-21.
59

60 **AI – Staff to expand Doodle poll for rescheduling of August 28th Board meeting to include**
61 **September 10-21**
62

63 **4. Legal Services. All**

- 64 A. Supervisors were asked to select questions for attorney candidates from a compiled list of
65 questions submitted by Supervisors prior to the meeting.
66 B. The following six questions were selected and answered by the only attorney answering the
67 RFP in the affirmative – Ben Cushman, Deschutes Law Group PLLC. (Note: the State Attorney
68 General's office was contacted but showed no interest in providing legal services to TCD.)
69 **1. How long have you been practicing law?**
70 • Practicing since 1996
71 **2. Please describe your experience serving as counsel for any organizations with a**
72 **Board of Directors and a CEO (or Director or Manager).**
73 • Tribal and nonprofit experience; experience with a non-profit Board of 15
74 members (quorum of 9 recommended); counsel providing corporate governance
75 advice to boards of construction firms
76 • Asked how he acts when there is a strong board and a strong manager? He
77 would see his role primarily as advisor to the Board. Could serve as
78 parliamentarian for the Chair and do procedural rulings – more closely follow
79 Robert's Rules.
80 **3. Describe how you communicate with a Board and a CEO, both in public in a**
81 **meeting and between meetings when the Board members and CEO are in separate**
82 **locations.**
83 • Prefers most communication to take place in Executive Session or in a public
84 meeting. He would create streamlined process for email; email can be used as
85 long as it becomes part of the public record. Unless an official action is needed,
86 Executive Session is good.
87 **4. What do you think are the District's top priority issues that a legal counsel should**
88 **address?**
89 • Public confidence in TCD and process. Unionization, OPMA, Human Rights
90 complaints are all factors. He would have a more robust HR protocol and
91 procedures in place to handle HR complaints.
92 **5. Do you have any experience with Conservation Easements, and have you ever set**
93 **one up?**
94 • Mr. Cushman has represented farmers negotiating easements, and he has
95 experience with forestry land easements and aquaculture. His family has a
96 ranch, hayfields, and timberland in Eastern Washington and on the Olympic
97 Peninsula.
98 **6. What makes your firm the best to satisfy the requirements of the position?**
99 • Well versed in land use and environmental law
100 • Wants TCD to succeed as a member of the community; the District provides an
101 important service
102 • Mr. Cushman is offering his services at a discount and structured his proposal as
103 one of public interest – his rate is usually at \$250/hr; his proposed rate is
104 \$200/hr. If less than 10 hours are used within a month, the hours will roll over to
105 the next month. He would attend every meeting including work sessions.
106

C. Contract development

Paul motioned to authorize the Chairman to enter into a Master Services Agreement consistent with Resolution 2018-05 with Mr. Ben Cushman of Deschutes Law Group. Doug seconded. Unanimous Approval.

Break at 3:46pm. Resumed at 4:00pm

5. Review of TCD Governance Action Plan, All

- Two signatures were missing – Paul and Richard; Action Plan now has all signatures
- Staff meetings – Sarah will send out emails about staff meetings once a Code of Conduct is created
- Suggested that the union rep, Mark Hamilton, work with Board on appropriate interactions with staff
- Suggested that CAPP and union negotiations are incorporated into Action Plan
- TCD Chair would like TCD Attorney Ben Cushman to contact Enduris to obtain report from Enduris investigation

Doug motioned that Sarah send a Chair-signed letter to Enduris stating that Ben Cushman is the attorney for the TCD Board and authorize release of all records. Paul seconded. Unanimous approval.

AI – Sarah to send a letter signed by TCD Board Chair to Enduris stating that Ben Cushman is the attorney for the TCD Board and authorize release of all records

6. HR Discussion, All

- Handouts were provided by Richard and Paul concerning the hiring procedures and the HR consultant. There was a discussion on the materials provided.

AI – Sarah to provide HR documents to TCD Attorney Ben Cushman for review

AI – Staff to place HR Discussion on agenda for next Board meeting

7. Board Officer Elections, All

- **AUDITOR** Paul nominated Doug for Auditor. Paul, Doug – yes; Eric, Richard, Linda – no. Richard as Auditor: Eric, Richard, Linda - yes. Paul, Doug – no. **Richard remains as Auditor.**
- **CHAIR** Doug nominated Paul for Chair. Paul, Doug – yes; Eric, Richard, Linda – no. Eric as Chair – Eric, Richard, Linda – yes; Paul, Doug – no. **Eric remains as Chair**
- **VICE-CHAIR** Paul, Doug, Eric, Richard voted yes to have **Linda remains as Vice-Chair** (Linda abstained.)

8. Partner Reports

A. NRCS – No Report

B. WSCC, Alison Halpern

- Annual Reports due by Friday, August 24th (will be in next Board packet)

C. WACD/NACD, Doug Rushton

- The Southwest Area Association of Conservation Districts meeting will be on October 11th, 9am – 3:30pm, in Cathlamet, WA

D. Supervisor Reports

- Richard discussed staff step increases and credit card balances.

E. Weekly Staff Updates

- Sarah proposed transitioning to a monthly activities report that aligns with the District's annual and strategic plans.

- Several Board members find the weekly updates to be helpful and would like to continue receiving them.

AI – Sarah to send work organization chart and salary schedule to attorney and Chair

9. Mid-Year Budget Revision – UPDATED, All

A. TCD Election Expense Authorization

- Richard will contact Secretary of State Kim Wyman for suggestions regarding invoice
- Sarah will look into payment plan
- Payment will come from unrestricted funding and WSCC

AI – Sarah will look into a payment plan for TCD election expenses

AI – Richard will contact Kim Wyman for suggestions regarding TCD election invoice

10. Financial Report

A. Monthly Financial Report

B. July Check Register

- Eric moved to approve checks 19642-19666 totaling \$57,267.21. Linda seconded. Unanimous approval.

C. DOH Grant

- ***Paul made a motion to approve DOH Grant. Doug seconded. Richard had questions that he would like addressed before he votes. Paul, Doug – yes. Eric, Richard – no. Linda abstained. Motion died.***
- Sarah stated that this grant facilitates easement work and several staff positions depend on this grant. The DOH grant has been waiting for signature for a couple of months and they could pull it.

(Note: Paul Pickett left meeting at 7:21pm)

D. New Signature Card for Bank

- Board members not on signature card will need to go to Timberland Bank in downtown Olympia and provide ID and sign

11. Washington Service Corps Contract, All

- ***Paul motioned for approval. Doug seconded. Unanimous approval.***

12. CREP Plan

- ***Doug motioned to approve CREP reimbursement contract. Linda seconded. Unanimous approval.***

13. Board Meeting Minutes Review, All

A. Discussion on Audio Recording as Official Meeting Record – not discussed

B. June 26, 2018 Regular Board Meeting & Work Session minutes

- Not discussed (amendments made during work session)

C. July 24, 2018 Special Meeting minutes

- Not discussed (amendments made during work session)

14. Voluntary Stewardship Program, Sarah Moorehead

A. Discussion with Washington Farm Bureau

- John Stuhlmiller presented on VSP and shared support for progress on implementation.

B. VSP Technical Support MOU Addendum

- Sarah presented on VSP implementation at TCD and proposed contracting, according to TCD policy, a portion of the technical work until TCD increases staff capacity. Sarah

noted that the VSP Work Group has approved subcontracting this work and a request for a letter of consent from Thurston County was submitted.

- Need 11 plans total: 9 plans by July 2019 (2 have been completed)

Doug motioned to authorize the Chair and Sarah to determine qualifications, duties, and compensation of a subcontractor or contractors and implement a Request for Proposals process to engage with a VSP subcontractor or contractors to provide at least 11 ISPs and related outreach and technical assistance by July 2019 for up to \$30,000. Linda seconded. Unanimous approval.

AI – Chair and AED to determine qualifications, duties, and compensation of subcontractor(s) and implement an RFP process to engage with subcontractor(s)

15. WRIA 13 Lead Entity Contract (RC), All

- Another agency will be taking over the contract

16. WSFE Negotiations Letter, All

- ***Eric motioned to acknowledge the letter. Linda seconded. Eric, Linda, Richard approved. Doug abstained. Paul was absent. Motion passed***
- TCD Attorney recommends approval of negotiation. A negotiation team will be appointed. Attorney Ben Cushman will provide recommendations.

AI – Sarah to draft a letter to WSFE for Board and attorney review. Eric to sign and submit.

17. Review of Policies & Procedures, All

- A. Review of Policy 1.3-Delegation of Authority - *Not discussed*

18. Adjourn, All

Linda moved to adjourn. Richard seconded at 8:01pm. Unanimous approval.

Respectfully Submitted,

Eric Johnson, Board Chair



Board of Supervisors
Work Session Minutes
Tuesday, September 25, 2018
1pm – 2pm

Present at Meeting:

Eric Johnson, TCD Board Chair	Linda Powell, TCD Board Vice-Chair
Richard Mankamy, TCD Board Auditor	Sarah Moorehead, TCD Interim Executive Director
Paul Pickett, TCD Board Supervisor	Tony Wilson, Public
Doug Rushton, TCD Board Supervisor	Jerry Dierker, Public
Alison Halpern, WSCC	
Ben Cushman, Deschutes Law Group	

Action Items:

None

Meeting not audio recorded

1. Review September 25th 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
Regular Board Meeting Minutes
Tuesday, September 25, 2018 (2:00pm)
Draft V2

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	Doug Rushton, TCD Board Supervisor
Linda Powell, TCD Board Vice-Chair	Ben Cushman, Deschutes Law Group
Alison Halpern, WSCC	Chris Stearns, Associate Board Supervisor
Tony Wilson, Public	TJ Johnson, Public
Jerry Dierker, Public	Madeline Bishop, Public
Esther Kronenberg, Public	Annabel Kusekin, Public
Ben Peterson, WFSE	Joe Hanna, Public
Patricia Harrigan, Public	Jeff Swotek, NRCS
Tara Donohoe, NRCS	

Action Items:

1. Staff to send Doodle poll to Supervisors to schedule Special Meeting in October to go over past minutes
2. Alison will provide examples of consent agendas and minutes with public comment; Ben will be providing policy
3. Sarah will draft a letter to Mark Clark/WSCC for Eric to sign stating that they are working on CAPP

1. Welcome, Introductions, Audio Recording Announcement and Pledge of Allegiance

- Eric Johnson called the meeting to order at 2:04pm. 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:
 - o Tony Wilson
 - o Jerry Dierker
 - o Madeline Bishop
 - o TJ Johnson
 - o Glen Morgan
 - o Annabel Kusekin
 - o Esther Kronenberg
 - o Joe Hanna

3. Agenda Review, All

- Partner Reports by NRCS, NACD after Agenda Review
- WSCC – Conservation Accountability and Performance Program (CAPP) update
- Resolution #2018-06 (#5) – to remain on agenda with comments made by Attorney Ben Cushman
- At end of Partner Reports: Special Meeting to be scheduled between this meeting and next public meeting to discuss legal and liability issues, Human Rights Commission complaints, and labor matters

4. Partner Reports

54 **A. NRCS, Jeff Swotek**

- 55 • Tara Donohoe introduced
- 56 • 2019 Farm Bills – they do not have timelines
- 57 • Draft biological assessments will be submitted in late 2019

58 **B. NACD/WACD, Doug Rushton**

- 59 • Handouts – how to navigate NACD website
- 60 • NACD Report: nominated the Okanogan CD for work on fire events
- 61 • Farm Bill – Congress to vote on latest version by September 30, 2018
- 62 • WACD – WSCC Executive Director Mark Clark will be retiring mid-January 2019; annual
- 63 WACD meeting November 26-28 in Kennewick, WA.

64 **C. Schedule a Special Meeting – Friday, September 28, 2pm-4pm**

- 65 • Special Meeting in Executive Session; Ben Cushman will report out at next public
- 66 meeting.
- 67 • Purpose is to present potential issues of legal liability to District Counsel on pending
- 68 lawsuits, employment issues, HRC complaints, and possibly labor issues.
- 69

70 **5. Board Meeting Minutes, All**

71 **A. August 20, 2018 Board Meeting and Work Session Minutes**

- 72 • Line 116 – 2 signatures were missing; add names (Paul and Richard) to clarify
- 73 • Move Paul's departure time (7:21pm) to after 10C
- 74 • Line 226 on page 5 – Paul says Doug abstained, Paul was absent.
- 75 • Line 227 – TCD attorney recommended approval of negotiation
- 76 • Line 21 – Action item 2 did not happen; Sarah to send a letter to Enduris
- 77 • Line 162 – Action Item – Organization chart was sent by Sarah to Ben Cushman.
- 78 • Line 166 – Richard will contact Kim Wyman for suggestions regarding invoice.
- 79 • Line 183 – strike out "Has moved deadline"
- 80 • All action items have been resent to Ben and Eric by Sarah
- 81

82 **Linda moved to approve August 20, 2018 Work Session minutes. Paul seconded.**
83 **Unanimous approval.**

84
85 **Paul motioned that minutes need to be done within 5 business days. Doug seconded.**
86 **Unanimous approval.**
87

88 **B. Past Board Meeting Minutes discussion – Will schedule a Special Meeting in October to go**
89 **over past minutes and to work on minutes policy and procedure**

- 90 • Need to develop policy re: public comments
- 91 • WSCC says to follow Whatcom model for consent agendas, but Ben doesn't think it's
- 92 very good; Alison will send examples of other CD consent agendas and minutes with
- 93 public comment; Ben will develop policy
- 94

95 **AI - Staff to send Doodle poll to Supervisors to schedule Special Meeting in October to go**
96 **over past minutes**

97 **AI - Alison will provide examples of consent agendas and minutes with public comment; Ben**
98 **will be providing policy**
99

100 **6. Resolution #2018-06, Indemnification of TCD Supervisors. Ben Cushman**

- 101 • Depends on whether this is a necessarily incurred expense in discharge of duty; not
- 102 retrospective and won't reimburse cash costs
- 103 • Consensus decision to table this resolution
- 104

105 **7. Financial Report, Sarah Moorehead**

106 A. **Monthly Financial Report**

107 B. **August Check Register**

108 Linda moved to approve checks 19667-19709 totaling \$93,019.83 with voided checks
109 19678, 19688, and 19689. Paul seconded. Unanimous approval.

- 110 ▪ Checks 19671, 19672, 19674, 19691, 19710, 19790 – questions for Susan
- 111 ▪ A/P Aging Detail Handout requested by Richard was provided by Sarah

112
113 **September Check Register**

114
115 Doug moved to approve checks 19711-19761 totaling \$136,585.85 with voided checks
116 19739, 19744, and dd04251861. Paul seconded. Unanimous approval.

117
118 C. **WSCC FY 19 Livestock TA Addendum**

119
120 Doug motioned to approve. Linda seconded. Unanimous approval.

121
122 D. **Deschutes Law Group: West OPMA Lawsuit Statement of Work**

- 123 • Ben Cushman has reached allocated hours - both West and Hanna lawsuits need to be
- 124 addressed
- 125 • Ben Cushman is representing Supervisors on West case but not Hanna case because
- 126 actions were outside of meeting in the latter lawsuit
- 127 • Ben Cushman/DLG will accept a deferred payment plan given TCD's financial situation
- 128 and will provide 5 hours of free time on the Hanna case

129
130 Linda moved to approve Statement of Work #1 with Deschutes Law Group as amended to
131 allow \$5,000 for handling West and Hanna lawsuits. Paul seconded. Unanimous
132 approval.

133
134 E. **TC Auditor's Office 2018 Elections Invoice**

- 135 • Sarah said the County Auditor allows installments if the invoice is paid by February 28,
- 136 2019 (60 days after December 31, 2018)
- 137 • Unprecedented turnout and new mechanism produced a higher cost (\$24,970.03) than
- 138 budgeted (\$5,750)

139
140 Paul motioned to pay the County Auditor the amount that was budgeted and then
141 negotiate the amount and timing of the balance. Linda seconded. Unanimous approval.

142
143 F. **Smart Talent Agency HR Consultant Invoice**

- 144 • Ben Cushman received letter from Smart Talent and advises that TCD receives analysis
- 145 from counsel
- 146 • According to Ben Cushman, there was no contracting authority at the time the apparent
- 147 contract was entered into; therefore, payment would be illegal by a public agency
- 148 • There was a determination to begin a process to create a contract, but there was no
- 149 express authorization in a public meeting

150
151 8. **Review of Conservation Accountability and Performance Program (CAPP). All**

- 152 • WSCC voted to withhold money from TCD except for trainings for Supervisors and staff
- 153 effective September 20, 2018
- 154 • WSCC would like a TCD Supervisor to be at meeting in Kennewick on November 29;
- 155 can do GoToMeeting
- 156 • Alison suggested that a letter be drafted as soon as possible to Mark Clark noting how
- 157 they had addressed the CAPP non-compliance issues and started to discuss training

opportunities during that afternoon's work session, rather than waiting until the November 29 meeting.

Paul motioned for Sarah to draft a letter to Mark Clark/WSCC stating that they are working on CAPP and to have Eric sign letter. Doug seconded. Unanimous approval.

AI – Sarah will draft a letter to Mark Clark/WSCC for Eric to sign stating that they are working on CAPP

9. Adjourn, All

Paul moved to adjourn. Linda seconded at 5:02pm. Unanimous approval.

Respectfully Submitted,

Eric Johnson, Board Chair

Tab 2

<u>Date</u>	<u>Check #</u>	through	<u>Check #</u>	<u>Totaling</u>	<u>Voided Check #'s</u>
9/20/2018	19762		19783	59,966.49	

Detail

The following checks were written on Timberland Bank:

9/6/2018	EFT		EFT	2,448.89	Insurance Premium
9/6/2018	dd04251877		dd04251877	2,981.08	Payroll
9/7/2018	EFT		EFT	15.00	DRS - DCP
9/7/2018	EFT		EFT	767.14	IRS Payroll Tax
9/7/2018	EFT		EFT	1,514.36	IRS Payroll Tax
9/7/2018	EFT		EFT	3,093.82	IRS Payroll Tax
9/7/2018	dd04251871		dd04251876	10,443.87	Payroll
9/12/2018	EFT		EFT	5,629.78	DRS - PERS
9/21/2018	19762		19783	19,721.09	Accounts payable
9/21/2018	dd04251884		dd04251884	703.13	Payroll
9/24/2018	EFT		EFT	15.00	DRS - DCP
9/24/2018	5504251878		dd04251883	9,558.51	Payroll
9/27/2018	EFT		EFT	3,074.84	IRS Payroll Tax

Total 59,966.49

Richard Mankamy, Board Auditor

Date

9:09 AM

10/25/18

Thurston Conservation District
Payroll Transactions by Payee
September 2018

Date	Name	Num	Type	Memo	Account	Amount
Dept of Retirement Systems						
09/05/2018	Dept of Retirement Sy...	EFT	Liability Check	Pay Date: 09/...	3081001 · 308.10.01...	-15.00
09/19/2018	Dept of Retirement Sy...	EFT	Liability Check	August PERS...	3081001 · 308.10.01...	-5,629.76
09/20/2018	Dept of Retirement Sy...	EFT	Liability Check	2 of 2 Septem...	3081001 · 308.10.01...	-15.00
Total Dept of Retirement Systems						-5,659.76
EFT Payment						
09/06/2018	EFT Payment	EFT	Liability Check	Amy Franks V...	3081001 · 308.10.01...	-1,514.36
09/06/2018	EFT Payment	EFT	Liability Check	Bishop's Back...	3081001 · 308.10.01...	-767.14
09/06/2018	EFT Payment	EFT	Liability Check	Sep 10 Payroll	3081001 · 308.10.01...	-3,093.82
09/26/2018	EFT Payment	EFT	Liability Check	September 25...	3081001 · 308.10.01...	-3,074.84
Total EFT Payment						-8,450.16
QuickBooks Payroll Service						
09/06/2018	QuickBooks Payroll S...		Liability Check	Stephanie's B...	3081001 · 308.10.01...	-2,981.08
09/07/2018	QuickBooks Payroll S...		Liability Check	September 10...	3081001 · 308.10.01...	-10,443.87
09/21/2018	QuickBooks Payroll S...		Liability Check	Mara's Backpay	3081001 · 308.10.01...	-703.13
09/24/2018	QuickBooks Payroll S...		Liability Check	Adjusted for v...	3081001 · 308.10.01...	-9,558.51
Total QuickBooks Payroll Service						-23,686.59
Bishop, Stephanie E						
09/07/2018	Bishop, Stephanie E	dd042...	Paycheck	Direct Deposit	3081001 · 308.10.01...	0.00
09/10/2018	Bishop, Stephanie E	dd042...	Paycheck	Direct Deposit	3081001 · 308.10.01...	0.00
09/25/2018	Bishop, Stephanie E	dd042...	Paycheck	Direct Deposit	3081001 · 308.10.01...	0.00
Total Bishop, Stephanie E						0.00
Hatch-Winecka, Amy B						
09/10/2018	Hatch-Winecka, Amy B	dd042...	Paycheck	Direct Deposit	3081001 · 308.10.01...	0.00
09/25/2018	Hatch-Winecka, Amy B	dd042...	Paycheck	Direct Deposit	3081001 · 308.10.01...	0.00
Total Hatch-Winecka, Amy B						0.00
Healy, Mara E						
09/10/2018	Healy, Mara E	dd042...	Paycheck	Direct Deposit	3081001 · 308.10.01...	0.00
09/24/2018	Healy, Mara E	dd042...	Paycheck	Direct Deposit	3081001 · 308.10.01...	0.00
09/25/2018	Healy, Mara E	dd042...	Paycheck	VOID: Direct ...	3081001 · 308.10.01...	0.00
Total Healy, Mara E						0.00
Moorehead, Sarah						
09/10/2018	Moorehead, Sarah	dd042...	Paycheck	Direct Deposit	3081001 · 308.10.01...	0.00
09/25/2018	Moorehead, Sarah	dd042...	Paycheck	Direct Deposit	3081001 · 308.10.01...	0.00
Total Moorehead, Sarah						0.00
Warren, Nicole A						
09/10/2018	Warren, Nicole A	dd042...	Paycheck	Direct Deposit	3081001 · 308.10.01...	0.00
09/25/2018	Warren, Nicole A	dd042...	Paycheck	Direct Deposit	3081001 · 308.10.01...	0.00
Total Warren, Nicole A						0.00
White, Nora E						
09/10/2018	White, Nora E	dd042...	Paycheck	Direct Deposit	3081001 · 308.10.01...	0.00
09/25/2018	White, Nora E	dd042...	Paycheck	Direct Deposit	3081001 · 308.10.01...	0.00
Total White, Nora E						0.00
TOTAL						-37,796.51



Washington State Department of Retirement Systems
Electronic Payments
Completed Payment Advice

Employer: THURSTON CONSERVATION DISTRICT
Report Period: 09/2018
Retirement Due Date: 10/15/2018
Payment Status: Submitted (09-05-18 12:10:31 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	0.00	
		Total Amount for Plan 2:	0.00
Plan 3 Payments			
		DB Employer	DC WSIB
PERS	2358	0.00	0.00
		0.00	0.00
		Total Amount for Plan 3:	0.00
		Total Payment Amount:	15.00
		Scheduled Date of Payment:	9/7/2018

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:	270885010841168
------------------------------------	-----------------

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	Q3/2018
Payment Amount	\$767.14
Settlement Date	09/07/2018
Subcategories:	
1 Social Security	\$462.88
2 Medicare	\$108.26
3 Tax Withholding	\$196.00
Account Number	xxxxx6554
Account Type	CHECKING
Routing Number	325170754
Bank Name	TIMBERLAND BANK



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TAXPAYER NAME: THURSTON CONSERVATION DISTRICT

EIN: xxxxx1612

Payment Details

Your payment details are listed below. The highlighted 8 digits of the EFT Acknowledgement Number represent your trace number.

Payment Information	Entered Data	
Taxpayer EIN	xxxxx1612	
EFT Number (Acknowledgement Number)	270865035444144	
Cancellation EFT (Acknowledgement Number)		
Tax Form	941 Employers Federal Tax	
Tax Type	Federal Tax Deposit	
Tax Period	Q2/2018	
Total Payment Amount	\$1,514.36	
Payment Input Method	Web	
Settlement Date	2018-09-07	
ACH Trace Number		
Payment Status	Scheduled	
Original EFT (Acknowledgement Number)	270865035444144	
Transaction Type	ACH Debit Payment-DDA	
Received Date	2018-09-06	
Received Time (ET)	19.13.53	
Cancellation Date		

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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:	270865035656430
------------------------------------	-----------------

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	Q3/2018
Payment Amount	\$3,093.82
Settlement Date	09/07/2018
Subcategories:	
1 Social Security	\$1,688.02
2 Medicare	\$394.80
3 Tax Withholding	\$1,011.00
Account Number	xxxxx6554
Account Type	CHECKING
Routing Number	325170754
Bank Name	TIMBERLAND BANK



Washington State Department of Retirement Systems
Electronic Payments
Completed Payment Advice

Employer: THURSTON CONSERVATION DISTRICT
Report Period: 08/2018
Retirement Due Date: 09/15/2018
Payment Status: Submitted (09-10-18 12:15:10 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	3156.47			
	Total Amount for Plan 2:	3156.47			
Plan 3 Payments					
	DB Employer	DC WSIB	DC Self		
PERS	2358	1648.60	0.00	824.69	2473.29
		0.00	0.00	0.00	
		Total Amount for Plan 3:			2473.29
		Total Payment Amount:			5629.76
		Scheduled Date of Payment:			9/12/2018

Thurston Conservation District
Check Detail
September 21, 2018

1:58 PM
09/21/2018

Num	Date	Name	Account	Paid Amount
19762	09/21/2018	A & L Western Agricultural Laboratories		-610.00
212019	09/06/2018	UNRESTRICTED:WSCC:W086 Implementation	5314117 · Soil Testing	-610.00
				<u>-610.00</u> ✓
19763	09/21/2018	Accountemps		-4,338.46
51397802	07/24/2018	UNRESTRICTED:WSCC:W086 Implementation	5314102 · Audit & Accounting	-589.00
51663474	08/30/2018	UNRESTRICTED:WSCC:W086 Implementation	5314102 · Audit & Accounting	-931.00
51709561	09/06/2018	UNRESTRICTED:WSCC:W086 Implementation	5314102 · Audit & Accounting	-927.96
51736885	09/11/2018	UNRESTRICTED:WSCC:W086 Implementation	5314102 · Audit & Accounting	-950.00
51787771	09/18/2018	UNRESTRICTED:WSCC:W086 Implementation	5314102 · Audit & Accounting	-940.50
				<u>-4,338.46</u> ✓
19764	09/21/2018	Comcast		-370.64
Sep 4 - Oct 3	08/24/2018	UNRESTRICTED:WSCC:W086 Implementation	5314204 · Internet Services	-134.90
		UNRESTRICTED:WSCC:W086 Implementation	5314201 · Telephone & Internet Expense	-235.74
				<u>-370.64</u> ✓
19765	09/21/2018	Culligan Water Co.		-31.41
	08/31/2018	UNRESTRICTED:WSCC:W086 Implementation	5313105 · Water - Bottled	-31.41
				<u>-31.41</u> ✓
19766	09/21/2018	Deschutes Law Broup		-2,000.00
490	08/31/2018	UNRESTRICTED:WSCC:W086 Implementation	5314101 · Legal Services	-2,000.00
				<u>-2,000.00</u> ✓
19767	09/21/2018	GRuB		-50.00
	09/21/2018	Shellfish Fund:M041.3 Shellfish Clear Choices	5314302 · Registration Fees	-50.00
				<u>-50.00</u> ✓
19768	09/21/2018	Jan-Pro Cleaning Systems		-225.00
18-4743	09/01/2018	UNRESTRICTED:WSCC:W086 Implementation	5314104 · Janitorial Services	-225.00
				<u>-225.00</u> ✓
19769	09/21/2018	LaMotte Company		-161.26
563023	08/14/2018	GREEN:TCC:G019.28 Dawkins	5313103 · Project Supplies	-161.26
				<u>-161.26</u> ✓
19770	09/21/2018	Lewis County Conservation District		-38.10
	09/13/2018	WSCC:W050 - Chehalis Flood Outreach	5314100 · Professional Services	-38.10
				<u>-38.10</u> ✓

Thurston Conservation District
Check Detail
September 21, 2018

1:58 PM
09/21/2018

Num	Date	Name	Account	Paid Amount
19771	09/21/2018	OfficeTeam		-1,800.00
51668878	08/30/2018	UNRESTRICTED:WSCC:W086 Implementation	5314100 · Professional Services	-800.00
51678646	09/03/2018	UNRESTRICTED:WSCC:W086 Implementation	5314100 · Professional Services	-600.00
	09/11/2018	UNRESTRICTED:WSCC:W086 Implementation	5314100 · Professional Services	-400.00
				<u>-1,800.00</u> ✓
19772	09/21/2018	Olympia School District		-170.00
20180509	09/05/2018	GREEN:TCC:G019.28 Dawkins	5314113 · Teacher Stipends/Subs	-170.00
				<u>-170.00</u> ✓
19773	09/21/2018	Pacific Disposal		-50.70
10398303	09/01/2018	UNRESTRICTED:WSCC:W086 Implementation	5314702 · Garbage Service	-22.26
10398304	09/01/2018	UNRESTRICTED:WSCC:W086 Implementation	5314702 · Garbage Service	-28.44
				<u>-50.70</u> ✓
19774	09/21/2018	Puget Sound Energy		-262.92
	08/30/2018	UNRESTRICTED:WSCC:W086 Implementation	5314701 · Electricity	-191.21
		UNRESTRICTED:WSCC:W086 Implementation	5314703 · Utility - Gas	-71.71
				<u>-262.92</u> ✓
19775	09/21/2018	Ricoh USA, Inc.		-184.67
	08/31/2018	UNRESTRICTED:WSCC:W086 Implementation	5314503 · Equipment Leases	-184.67
				<u>-184.67</u> ✓
19776	09/21/2018	Ricoh, USA Inc - Usage		-236.86
5054272598	08/21/2018	UNRESTRICTED:WSCC:W086 Implementation	5313102 · Computer Supplies	-236.86
				<u>-236.86</u> ✓
19777	09/21/2018	United Concordia Insurance Co		-309.26
	09/01/2018	UNRESTRICTED:A010-Overhead	5312012 · Dental Benefits	-309.26
				<u>-309.26</u> ✓
19778	09/21/2018	VSP - Vision Care		-42.22
	09/17/2018	UNRESTRICTED:A010-Overhead	5312011 · Medical Benefits	-42.22
				<u>-42.22</u> ✓
19779	09/21/2018	Wa St Conservation Commission		-577.00
	09/14/2018	UNRESTRICTED:A010-Overhead	5314504 · Vehicle Leases	-577.00
				<u>-577.00</u> ✓

Thurston Conservation District
Check Detail
September 21, 2018

1:58 PM
09/21/2018

Num	Date	Name	Account	Paid Amount
19780	09/21/2018	WA St University Energy Program		-1,467.00
19-0067	08/31/2018		5314103 · Computer Services	-1,467.00
				-1,467.00 ✓
19781	09/21/2018	WACD		-1,877.00
19-028-Deposit	08/31/2018	UNRESTRICTED:W098 - Plant Sale	5313103 · Project Supplies	-1,877.00
				-1,877.00 ✓
19782	09/21/2018	Wells Fargo		-1,000.00
	08/31/2018		Wells Fargo	-1,000.00
				-1,000.00 ✓
19783	09/21/2018	Whitlock Limited Partnership 1		-3,950.00
	09/14/2018	UNRESTRICTED:WSCC:W086 Implementation	5314501 · Office Rent	-3,950.00
				-3,950.00 ✓
Grand Total				\$19,721.09

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against Thurston Conservation District, and that I am authorized to authenticate and certify the said claim."

Richard Mankamyar
Richard Mankamyar, District Auditor

092518
Date

Board Member

Date



Washington State Department of Retirement Systems
Electronic Payments
Completed Payment Advice

Employer: THURSTON CONSERVATION DISTRICT
Report Period: 09/2018
Retirement Due Date: 10/15/2018
Payment Status: Submitted (09-20-18 3:23:42 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	0.00	
		Total Amount for Plan 2:	0.00
Plan 3 Payments			
		DB Employer	DC WSIB
PERS	2358	0.00	0.00
		0.00	0.00
		Total Amount for Plan 3:	0.00
		Total Payment Amount:	15.00
		Scheduled Date of Payment:	9/24/2018



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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:

270867083647806

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		Q3/2018
Payment Amount		\$3,074.84
Settlement Date		09/27/2018
Subcategories:		
1 Social Security		\$1,670.72
2 Medicare		\$392.12
3 Tax Withholding		\$1,006.00
Account Number		xxxxx8554
Account Type		CHECKING
Routing Number		325170754
Bank Name		TIMBERLAND BANK

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Thurston Conservation District
Grant Balances Reprt
September 2018

RCO	Project	Account Number	Grant Number	Grant Period		Total Grant Amount	Thru Aug 2018	Outstanding Vouchers	Remaining Balance	% of Time	% of Budget
WA Conservation Commission	East Fork McLane Project	R030	16-1406	1-Mar-17	31-Dec-20	110,500.00	45,072.97	21,430.25	65,427.03	40.00%	40.79%
	Implementaton	W086	18-13-IM	1-Jul-18	30-Jun-19	90,000.00	88,023.12	39,711.50	1,976.88	0.08%	141.93%
	Chehalis Flood Plain Outreach	W050	18-13-FL	1-Mar-18	30-Jun-19	132,400.00	38,210.07	8,724.24	94,189.93	40.00%	35.45%
	CREP TA	W070	18-13-CE	1-Jul-17	30-Jun-19	68,247.00	25,522.59	2,892.15	42,724.41	60.87%	41.64%
	CREP Cost Share	W070	18-13-CE	1-Jul-17	30-Jun-19	16,954.40	13,264.00		3,690.40	60.87%	78.23%
	Livestock	W025	18-13-LT	1-Jul-17	30-Jun-19	26,327.00	26,302.92	9,083.54	24.08	60.87%	134.41%

South Sound Green	Account Number	Grant Number	Grant Period		Total Grant Amount	Thru Aug 2018	Outstanding Vouchers	Remaining Balance	% of Time	% of Budget
General	G019-SS		1-Jan-18	31-Dec-18	49,200.00	44,938.85	12,300.00	4,261.15	72.73%	91.34%
	TCC		1-Jan-18	Until Spent	44,274.23	19,453.05	0.00	24,821.18	NA	43.94%
	NOAA	G019.105	1-Jan-18	31-Dec-18	12,343.00	10,944.70	8,801.63	1,398.30	72.73%	88.67%
	Prairies and Pollinators	G019.27	22-Mar-17	31-May-19	30,000.00	9,952.12	9,952.12	20,047.88	69.23%	33.17%

Thurston Conservation District
Grant Balances Reprt

September 2018

	Account Number	Grant Number	Grant Period		Total Grant Amount	Thru Aug 2018	Outstanding Vouchers	Remaining Balance	% of Time	% of Budget
Shellfish Fund	Students and the Shore	M041.1	1-Feb-18	31-Dec-18	44,179.30	16,628.97	0.00	27,550.33	70.00%	37.64%
	Shellfish Clear Choices	M041.3	1-Feb-18	31-Dec-18	42,044.60	17,427.25	0.00	24,617.35	70.00%	41.45%
	Technical Assistance	M041.7	1-Feb-18	31-Dec-18	74,817.55	39,297.62	0.00	35,519.93	70.00%	52.52%
	Cost Share	M041.2	1-Feb-18	31-Dec-18	10,000.00	0.00	0.00	10,000.00	70.00%	0.00%
	Engaging Landowners	M041.10	1-Feb-18	31-Dec-18	10,000.00	10,466.79	0.00	-466.79	70.00%	104.67%
	Shoreline TA	M041.12	1-Feb-18	31-Dec-18	18,286.00	3,021.29	0.00	15,264.71	70.00%	16.52%
	SPD - Grants to other Agencies	SF-28%	1-Feb-18	31-Dec-18	48,148.00	31,185.83	0.00	16,962.17	70.00%	64.77%

	Account Number	Grant Number	Grant Period		Total Grant Amount	Thru Aug 2018	Outstanding Vouchers	Remaining Balance	% of Time	% of Budget
Miscellaneous	Puget Sound Caucus / Russell Grant	M035	1-Jul-18	Until Spent	2,500.00	821.87	0.00	1,678.13	NA	32.87%
	Thurston Cty / Deschutes TMDL	M038	1-Jan-18	31-Dec-18	10,000.00	9,795.57	5,693.21	204.43	72.73%	97.96%
	Soil Health Grant	M065	21-Jun-17	31-Dec-20	29,986.34	6,841.93	0.00	23,144.41	35.71%	22.82%
	VSP	M400	1-Jan-18	30-Jun-19	77,460.00	6,161.95	1,593.60	71,298.05	47.06%	10.01%

9:19 AM

10/25/18

Accrual Basis

Thurston Conservation District

Balance Sheet

As of September 30, 2018

	Sep 30, 18
ASSETS	
Current Assets	
Checking/Savings	44,551.90
3088010 Checking Accounts	32,031.32
3088020 Savings Accounts	328.00
3088030 Petty Cash	76,911.22
Total Checking/Savings	220,847.84
Accounts Receivable	
Other Current Assets	21,217.25
3090500 Prepaid Accounts	1,140.80
3092000 - 309.20.00 Cash on Hand	22,358.05
Total Other Current Assets	320,117.11
Total Current Assets	320,117.11
TOTAL ASSETS	
LIABILITIES & EQUITY	
Liabilities	111,672.59
Current Liabilities	109,603.67
Long Term Liabilities	221,276.26
Total Liabilities	98,840.85
Equity	320,117.11
TOTAL LIABILITIES & EQUITY	

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10/25/18

Accrual Basis

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

	Sep 30, 18	Sep 30, 17	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
3088010 Checking Accounts	44,551.90	28,949.36	15,602.54	53.9%
3088020 Savings Accounts	32,031.32	283,343.71	-251,312.39	-88.7%
3088030 Petty Cash	328.00	239.76	88.24	36.8%
Total Checking/Savings	76,911.22	312,532.83	-235,621.61	-75.4%
Accounts Receivable	220,847.84	141,649.39	79,198.45	55.9%
Other Current Assets	22,358.05	12,833.75	9,524.30	74.2%
Total Current Assets	320,117.11	467,015.97	-146,898.86	-31.5%
TOTAL ASSETS	<u>320,117.11</u>	<u>467,015.97</u>	<u>-146,898.86</u>	<u>-31.5%</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities	111,672.59	75,962.78	35,709.81	47.0%
Long Term Liabilities	109,603.67	153,107.08	-43,503.41	-28.4%
Total Liabilities	221,276.26	229,069.86	-7,793.60	-3.4%
Equity	98,840.85	237,946.11	-139,105.26	-58.5%
TOTAL LIABILITIES & EQUITY	<u>320,117.11</u>	<u>467,015.97</u>	<u>-146,898.86</u>	<u>-31.5%</u>

9:25 AM

10/25/18

Accrual Basis

Thurston Conservation District

Profit & Loss

January through September 2018

	Jan - Sep 18
Ordinary Income/Expense	
Income	
3300000 · Intergovernmental Rev	375,255.06
3340000 · State Grants	
3370000 · Local Revenue	181,890.40
Total 3300000 · Intergovernmental Rev	557,145.46
3400000 · Charges Goods&Svcs	27,440.79
3600000 · Miscellaneous Revenue	64,130.21
3685000 · Assessment	16,471.46
Total Income	665,187.92
Gross Profit	665,187.92
Expense	419,043.45
5531010 · Salaries & Benefits	31,889.03
5531030 · Supplies	
5531040 · Services & Charges	81,327.63
5314108 · Professional Contract	
5314100 · Professional Services	4,207.50
5314101 · Legal Services	23,623.56
5314102 · Audit & Accounting	
5314103 · Computer Services	12,898.88
5314104 · Janitorial Services	2,652.37
5314111 · Lab Fees	3,396.00
5314112 · Bus Transportation	6,095.91
5314113 · Teacher Stipends/Subs	5,716.95
5314105 · Miscellaneous Services	2,956.19
5314100 · Professional Services - Other	35,839.58
Total 5314100 · Professional Services	97,386.94
5314200 · Communications	4,636.17
5314300 · Travel	8,045.31
5314400 · Advertising	1,794.52
5314500 · Rentals & Leases	50,705.09
5314600 · Insurance Premiums	3,321.75
5314700 · Utility Services	4,203.65
5314900 · Miscellaneous	3,772.74
Total 5531040 · Services & Charges	255,193.80
5531050 · Intergovernmental Svc	5,550.00
5355001 · Election Expense	
Total 5531050 · Intergovernmental Svc	5,550.00
5531060 · Maintenance	1,198.31
5945360 · Capital Outlays	1,671.38
5980000 · Other Financing Uses	55,322.00
66100 · Cleaned up Item Adj. Expense	172.00
66900 · Reconciliation Discrepancies	644.93

9:25 AM

10/25/18

Accrual Basis

Thurston Conservation District
Profit & Loss
January through September 2018

	Jan - Sep 18
Total Expense	770,684.90
Net Ordinary Income	-105,496.98
Other Income/Expense	184.00
Other Expense	-184.00
Net Other Income	-105,680.98
Net Income	

9:27 AM

10/25/18

Accrual Basis

Thurston Conservation District

Profit & Loss

September 2018

	Sep 18
Ordinary Income/Expense	
Income	
3300000 · Intergovernmental Rev	72,991.59
3340000 · State Grants	
3370000 · Local Revenue	29,237.70
Total 3300000 · Intergovernmental Rev	102,229.29
3400000 · Charges Goods&Svcs	941.25
3600000 · Miscellaneous Revenue	14,604.41
3685000 · Assessment	417.21
Total Income	118,192.16
Gross Profit	118,192.16
Expense	40,570.93
5531010 · Salaries & Benefits	1,155.91
5531030 · Supplies	
5531040 · Services & Charges	24,481.55
5314108 · Professional Contract	
5314100 · Professional Services	2,876.50
5314102 · Audit & Accounting	1,038.00
5314103 · Computer Services	225.00
5314104 · Janitorial Services	718.00
5314111 · Lab Fees	170.00
5314113 · Teacher Stipends/Subs	10.00
5314105 · Miscellaneous Services	1,638.10
5314100 · Professional Services - Other	6,675.60
Total 5314100 · Professional Services	424.88
5314200 · Communications	164.08
5314300 · Travel	8,831.12
5314500 · Rentals & Leases	357.13
5314700 · Utility Services	29.91
5314900 · Miscellaneous	40,964.27
Total 5531040 · Services & Charges	5,550.00
5531050 · Intergovernmental Svc	
5355001 · Election Expense	5,550.00
Total 5531050 · Intergovernmental Svc	136.24
5531060 · Maintenance	0.00
5945360 · Capital Outlays	0.10
66900 · Reconciliation Discrepancies	88,377.45
Total Expense	29,814.71
Net Ordinary Income	29,814.71
Net Income	

9:29 AM

10/25/18

Accrual Basis

Thurston Conservation District

Profit & Loss Prev Year Comparison

January through September 2018

	Jan - Sep 18	Jan - Sep 17	\$ Change	% Change
Ordinary Income/Expense				
Income				
3300000 · Intergovernmental Rev	375,265.06	284,256.52	90,998.54	32.0%
3340000 · State Grants				
3370000 · Local Revenue	181,890.40	201,181.02	-19,290.62	-9.6%
Total 3300000 · Intergovernmental Rev	557,145.46	485,437.54	71,707.92	14.8%
3400000 · Charges Goods&Svcs	27,440.79	22,966.87	4,473.92	19.5%
3600000 · Miscellaneous Revenue	64,130.21	69,752.15	-5,621.94	-8.1%
3685000 · Assessment	16,471.46	317,721.50	-301,250.04	-94.8%
Total Income	665,187.92	895,878.06	-230,690.14	-25.8%
Gross Profit	665,187.92	895,878.06	-230,690.14	-25.8%
Expense				
5531010 · Salaries & Benefits	419,043.45	632,292.48	-213,249.03	-33.7%
5531030 · Supplies	31,889.03	46,993.25	-15,104.22	-32.1%
5531040 · Services & Charges				
5314108 · Professional Contract	81,327.63	0.00	81,327.63	100.0%
5314100 · Professional Services				
5314101 · Legal Services	4,207.50	0.00	4,207.50	100.0%
5314102 · Audit & Accounting	23,623.56	7,244.07	16,379.49	226.1%
5314103 · Computer Services	12,898.88	7,289.00	5,609.88	77.0%
5314104 · Janitorial Services	2,652.37	3,195.57	-543.20	-17.0%
5314111 · Lab Fees	3,396.00	2,125.60	1,270.40	59.8%
5314112 · Bus Transportation	6,095.91	4,243.92	1,851.99	43.6%
5314113 · Teacher Stipends/Subs	5,716.95	5,409.94	307.01	5.7%
5314105 · Miscellaneous Services	2,956.19	16,216.88	-13,260.69	-81.8%
5314100 · Professional Services - Other	35,839.58	79,330.09	-43,490.51	-54.8%
Total 5314100 · Professional Services	97,386.94	125,055.07	-27,668.13	-22.1%
5314200 · Communications	4,636.17	7,684.06	-3,047.89	-39.7%
5314300 · Travel	8,046.31	22,198.09	-14,152.78	-63.8%
5314400 · Advertising	1,794.52	2,075.85	-281.33	-13.6%
5314500 · Rentals & Leases	50,705.09	40,442.68	10,262.41	25.4%
5314600 · Insurance Premiums	3,321.75	7,184.45	-3,862.70	-53.8%
5314700 · Utility Services	4,203.65	3,691.67	511.98	13.9%
5314900 · Miscellaneous	3,772.74	11,889.40	-8,116.66	-68.3%
5531040 · Services & Charges - Other	0.00	178.15	-178.15	-100.0%
Total 5531040 · Services & Charges	255,193.80	220,399.42	34,794.38	15.8%
5531050 · Intergovernmental Svc				
5355001 · Election Expense	5,550.00	0.00	5,550.00	100.0%
Total 5531050 · Intergovernmental Svc	5,550.00	0.00	5,550.00	100.0%
5531060 · Maintenance	1,198.31	3,056.38	-1,858.07	-60.8%
5945360 · Capital Outlays	1,671.38	5,308.62	-3,637.24	-68.5%
5980000 · Other Financing Uses				
5983100 · Intergov't Agreement	0.00	0.00	0.00	0.0%
5989600 · Cost Share Program	55,322.00	21,972.55	33,349.45	151.8%

9:29 AM
10/25/18
Accrual Basis

Thurston Conservation District
Profit & Loss Prev Year Comparison
January through September 2018

	Jan - Sep 18	Jan - Sep 17	\$ Change	% Change
5980000 · Other Financing Uses - Other	0.00	19,149.00	-19,149.00	-100.0%
Total 5980000 · Other Financing Uses	55,322.00	41,121.55	14,200.45	34.5%
66100 · Cleaned up Item Adj. Expense	172.00	0.00	172.00	100.0%
66900 · Reconciliation Discrepancies	644.93	0.00	644.93	100.0%
Total Expense	770,684.90	949,171.70	-178,486.80	-18.8%
Net Ordinary Income	-105,496.98	-53,293.64	-52,203.34	-98.0%
Other Income/Expense	184.00	0.00	184.00	100.0%
Other Expense	-184.00	0.00	-184.00	-100.0%
Net Other Income				
Net Income	-105,680.98	-53,293.64	-52,387.34	-98.3%

9:14 AM

10/03/18

**Thurston Conservation District
Reconciliation Summary**

3082003 - Saving-2410 Shellfish Fund, Period Ending 08/31/2018

	<u>Aug 31, 18</u>
Beginning Balance	48,697.99
Cleared Transactions	
Checks and Payments - 1 item	-17,884.19
Deposits and Credits - 1 item	1.02
Total Cleared Transactions	<u>-17,883.17</u>
Cleared Balance	<u>30,814.82</u>
Register Balance as of 08/31/2018	30,814.82
Ending Balance	30,814.82

9:14 AM

10/03/18

Thurston Conservation District Reconciliation Detail

3082003 - Saving-2410 Shellfish Fund, Period Ending 08/31/2018

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						48,697.99
Cleared Transactions						
Checks and Payments - 1 Item						
Transfer	09/19/2018			X	-17,884.19	-17,884.19
Total Checks and Payments					-17,884.19	-17,884.19
Deposits and Credits - 1 Item						
Deposit	09/30/2018			X	1.02	1.02
Total Deposits and Credits					1.02	1.02
Total Cleared Transactions					-17,883.17	-17,883.17
Cleared Balance					-17,883.17	30,814.82
Register Balance as of 08/31/2018					-17,883.17	30,814.82
Ending Balance					-17,883.17	30,814.82



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

Page 1 of 1

09/30/2018

CYCLE-101

*****2410

REG SV MO STMT

******02410**

BEGINNING RATE	0.03000	
PREVIOUS STATEMENT BALANCE AS OF 08/31/18		48,697.99
PLUS 1 DEPOSITS AND OTHER CREDITS		1.02
LESS 1 CHECKS AND OTHER DEBITS		17,884.19
LESS MAINTENANCE FEE		0
CURRENT STATEMENT BALANCE AS OF September 30, 2018		30,814.82
NUMBER OF DAYS IN THIS STATEMENT PERIOD: 30		

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

Date	Description	Amount
09/19	August Invoices and Reallocate	17,884.19

***** DEPOSITS *****

Date	Description	Amount
09/30	INTEREST PAYMENT	1.02

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

Date	Balance	Date	Balance	Date	Balance	Date	Balance
08/31	48,697.99	09/19	30,813.80	09/30	30,814.82		

PAYER FEDERAL ID NUMBER.....	91-0260220
INTEREST PAID YEAR TO DATE.....	129.24

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9:16 AM

10/03/18

**Thurston Conservation District
Reconciliation Summary**

3082002 · Saving-6568 - Timberland, Period Ending 09/30/2018

	Sep 30, 18
Beginning Balance	1,216.49
Cleared Transactions	
Deposits and Credits - 1 Item	0.01
Total Cleared Transactions	0.01
Cleared Balance	1,216.50
Register Balance as of 09/30/2018	1,216.50
Ending Balance	1,216.50

9:16 AM

10/03/18

Thurston Conservation District Reconciliation Detail

3082002 · Saving-6568 - Timberland, Period Ending 09/30/2018

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						1,216.49
Cleared Transactions						
Deposits and Credits - 1 Item						
Deposit	09/30/2018			X	0.01	0.01
Total Deposits and Credits					0.01	0.01
Total Cleared Transactions					0.01	0.01
Cleared Balance					0.01	1,216.50
Register Balance as of 09/30/2018					0.01	1,216.50
Ending Balance					0.01	1,216.50

9:11 AM

10/03/18

**Thurston Conservation District
Reconciliation Summary**

3081001 - 308.10.01 Cash TimberLand Bank, Period Ending 09/30/2018

	Sep 30, 18
Beginning Balance	61,137.61
Cleared Transactions	
Checks and Payments - 21 Items	-52,646.25
Deposits and Credits - 22 Items	55,813.04
Total Cleared Transactions	3,166.79
Cleared Balance	64,304.40
Uncleared Transactions	
Checks and Payments - 23 Items	-25,778.98
Total Uncleared Transactions	-25,778.98
Register Balance as of 09/30/2018	38,525.42
New Transactions	
Deposits and Credits - 1 item	1,255.86
Total New Transactions	1,255.86
Ending Balance	39,781.28

9:11 AM

10/03/18

Thurston Conservation District Reconciliation Detail

3081001 · 308.10.01 Cash TimberLand Bank, Period Ending 09/30/2018

Type	Date	Num	Name	Clr	Amount	Balance
						61,137.61
Beginning Balance						
Cleared Transactions						
Checks and Payments - 21 Items						
Bill Pmt -Check	08/14/2018	19736	WA St University En...	X	-2,827.00	-2,827.00
Bill Pmt -Check	08/14/2018	19738	United Concordia In...	X	-397.20	-3,224.20
Bill Pmt -Check	08/28/2018	19761	Whitlock Limited Par...	X	-4,468.66	-7,692.86
Bill Pmt -Check	08/28/2018	19755	Accountemps	X	-1,852.50	-9,545.36
Bill Pmt -Check	08/28/2018	19758	OfficeTeam	X	-1,600.00	-11,145.36
Bill Pmt -Check	08/28/2018	19760	Wells Fargo	X	-1,000.00	-12,145.36
Bill Pmt -Check	08/28/2018	19757	Lewis County Conse...	X	-152.40	-12,297.76
Bill Pmt -Check	08/28/2018	19756	Hatch-Winecka, Am...	X	-56.17	-12,353.93
Bill Pmt -Check	08/28/2018	19756	Hatch-Winecka, Am...	X	-46.92	-12,400.85
Bill Pmt -Check	08/28/2018	19759	VSP - Vision Care	X	-2,448.89	-14,849.74
Check	09/03/2018	EFT	Regence - Health C...	X	-15.00	-14,864.74
Liability Check	09/05/2018	EFT	Dept of Retirement ...	X	-3,093.82	-17,958.56
Liability Check	09/06/2018	EFT	EFT Payment	X	-2,981.08	-20,939.64
Liability Check	09/06/2018	EFT	QuickBooks Payroll ...	X	-1,514.36	-22,454.00
Liability Check	09/06/2018	EFT	EFT Payment	X	-767.14	-23,221.14
Liability Check	09/06/2018	EFT	EFT Payment	X	-10,443.87	-33,665.01
Liability Check	09/07/2018		QuickBooks Payroll ...	X	-5,629.76	-39,294.77
Liability Check	09/19/2018	19758	Dept of Retirement ...	X	-15.00	-39,309.77
Liability Check	09/20/2018	EFT	Dept of Retirement ...	X	-703.13	-40,012.90
Liability Check	09/21/2018		QuickBooks Payroll ...	X	-9,558.51	-49,571.41
Liability Check	09/24/2018		QuickBooks Payroll ...	X	-3,074.84	-52,646.25
Liability Check	09/26/2018	EFT	EFT Payment	X		
					-52,646.25	-52,646.25
Total Checks and Payments						
Deposits and Credits - 22 Items						
Bill Pmt -Check	08/14/2018	19739	Thurston County Au...	X	0.00	0.00
Bill Pmt -Check	08/18/2018		Regence - Life Insur...	X	0.00	0.00
Paycheck	09/07/2018	dd042...	Bishop, Stephanie E	X	2,483.97	2,483.97
Deposit	09/07/2018			X	0.00	2,483.97
Paycheck	09/10/2018	dd042...	Hatch-Winecka, Am...	X	0.00	2,483.97
Paycheck	09/10/2018	dd042...	Moorehead, Sarah	X	0.00	2,483.97
Paycheck	09/10/2018	dd042...	Warren, Nicole A	X	0.00	2,483.97
Paycheck	09/10/2018	dd042...	White, Nora E	X	0.00	2,483.97
Paycheck	09/10/2018	dd042...	Bishop, Stephanie E	X	0.00	2,483.97
Paycheck	09/10/2018	dd042...	Healy, Mara E	X	417.21	2,901.18
Deposit	09/10/2018			X	4,397.37	7,298.55
Deposit	09/13/2018			X	5,070.65	12,369.20
Deposit	09/18/2018			X	17,884.19	30,253.39
Transfer	09/19/2018			X	25,559.65	55,813.04
Deposit	09/19/2018			X	0.00	55,813.04
Paycheck	09/24/2018	dd042...	Healy, Mara E	X	0.00	55,813.04
Paycheck	09/25/2018	dd042...	Healy, Mara E	X	0.00	55,813.04
Paycheck	09/25/2018	dd042...	Moorehead, Sarah	X	0.00	55,813.04
Paycheck	09/25/2018	dd042...	Warren, Nicole A	X	0.00	55,813.04
Paycheck	09/25/2018	dd042...	Bishop, Stephanie E	X	0.00	55,813.04
Paycheck	09/25/2018	dd042...	White, Nora E	X	0.00	55,813.04
Paycheck	09/25/2018	dd042...	Hatch-Winecka, Am...	X	0.00	55,813.04
					55,813.04	55,813.04
Total Deposits and Credits						
					3,166.79	3,166.79
Total Cleared Transactions						
					3,166.79	64,304.40
Cleared Balance						
Uncleared Transactions						
Checks and Payments - 23 Items						
Liability Check	09/14/2018	19757	Dept of Retirement ...		-6,026.48	-6,026.48
Bill Pmt -Check	09/21/2018	19763	Accountemps		-4,338.46	-10,364.94
Bill Pmt -Check	09/21/2018	19783	Whitlock Limited Par...		-3,950.00	-14,314.94
Bill Pmt -Check	09/21/2018	19766	Deschutes Law Group		-2,000.00	-16,314.94
Bill Pmt -Check	09/21/2018	19781	WACD		-1,877.00	-18,191.94
Bill Pmt -Check	09/21/2018	19771	OfficeTeam		-1,800.00	-19,991.94
Bill Pmt -Check	09/21/2018	19780	WA St University En...		-1,467.00	-21,458.94
Bill Pmt -Check	09/21/2018	19782	Wells Fargo		-1,000.00	-22,458.94
Bill Pmt -Check	09/21/2018	19762	A & L Western Agric...		-810.00	-23,068.94
Bill Pmt -Check	09/21/2018	19779	Wa St Conservation ...		-577.00	-23,645.94

9:11 AM

10/03/18

Thurston Conservation District Reconciliation Detail

3081001 - 308.10.01 Cash TimberLand Bank, Period Ending 09/30/2018

Type	Date	Num	Name	Clr	Amount	Balance
Bill Pmt -Check	09/21/2018	19764	Comcast		-370.64	-24,016.58
Bill Pmt -Check	09/21/2018	19777	United Concordia In...		-309.26	-24,325.84
Bill Pmt -Check	09/21/2018	19774	Puget Sound Energy		-262.92	-24,588.76
Bill Pmt -Check	09/21/2018	19776	Ricoh, USA Inc - Us...		-236.86	-24,825.62
Bill Pmt -Check	09/21/2018	19768	Jan-Pro Cleaning Sy...		-225.00	-25,050.62
Bill Pmt -Check	09/21/2018	19775	Ricoh USA, Inc.		-184.67	-25,235.29
Bill Pmt -Check	09/21/2018	19772	Olympia School Dist...		-170.00	-25,405.29
Bill Pmt -Check	09/21/2018	19769	LaMotte Company		-161.26	-25,566.55
Bill Pmt -Check	09/21/2018	19773	Pacific Disposal		-50.70	-25,617.25
Bill Pmt -Check	09/21/2018	19767	GRuB		-50.00	-25,667.25
Bill Pmt -Check	09/21/2018	19778	VSP - Vision Care		-42.22	-25,709.47
Bill Pmt -Check	09/21/2018	19770	Lewis County Conse...		-38.10	-25,747.57
Bill Pmt -Check	09/21/2018	19765	Culligan Water Co.		-31.41	-25,778.98
Total Checks and Payments					-25,778.98	-25,778.98
Total Uncleared Transactions					-25,778.98	-25,778.98
Register Balance as of 09/30/2018					-22,612.19	38,525.42
New Transactions						
Deposits and Credits - 1 item						
Deposit	10/01/2018				1,255.86	1,255.86
Total Deposits and Credits					1,255.86	1,255.86
Total New Transactions					1,255.86	1,255.86
Ending Balance					-21,356.33	39,781.28



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09/30/2018

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

CYCLE-030

*****6554

FREE BUSINESS CK

*****06554

PREVIOUS STATEMENT BALANCE AS OF 08/31/18	61,137.61
PLUS 6 DEPOSITS AND OTHER CREDITS	55,813.04
LESS 21 CHECKS AND OTHER DEBITS	52,646.25
LESS MAINTENANCE FEE	0
CURRENT STATEMENT BALANCE AS OF September 30, 2018	64,304.40
NUMBER OF DAYS IN THIS STATEMENT PERIOD: 30	

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

Date	Serial	Amount	Date	Serial	Amount	Date	Serial	Amount
09/13	19736 *	2,827.00	09/10	19756	56.17	09/17	19759	46.92
09/13	19738 *	397.20	09/12	19757	152.40	09/10	19760	1,000.00
09/11	19755 *	1,852.50	09/11	19758	1,600.00	09/28	19761	4,468.66

(*) Asterisk denotes skip in check sequence

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

Date	Description	Amount
09/06	AC InstaMed REGENCE BL	2,448.89
09/06	AC INTUIT PAYROLL S QUICKBOOKS	2,981.08
09/07	AC WA DEPT RET SYS DRS EPAY	15.00
09/07	AC IRS USATAXPYMT	767.14
09/07	AC IRS USATAXPYMT	1,514.36
09/07	AC IRS USATAXPYMT	3,093.82
09/07	AC INTUIT PAYROLL S QUICKBOOKS	10,443.87
09/12	AC WA DEPT RET SYS DRS EPAY	5,629.76
09/21	AC INTUIT PAYROLL S QUICKBOOKS	703.13
09/24	AC WA DEPT RET SYS DRS EPAY	15.00
09/24	AC INTUIT PAYROLL S QUICKBOOKS	9,558.51
09/27	AC IRS USATAXPYMT	3,074.84

***** DEPOSITS *****

Date	Description	Amount
09/07	AC WA ST SCC VENDOR PAY	2,483.97
09/10	AC TCTREASURER 1104 CITYREMIT	417.21

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

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09/30/2018

*****6554

*** DEPOSITS ***

Date	Description	Amount
09/13	CK Deposit	4,397.37
09/19	AC WA ST SCC VENDOR PAY	25,559.65
09/19	August Invoices and Reallocate	17,884.19
09/21	CK Deposit	5,070.65

*** BALANCE BY DATE ***

Date	Balance	Date	Balance	Date	Balance	Date	Balance
08/31	61,137.61	09/06	55,707.64	09/07	42,357.42	09/10	41,718.46
09/11	38,265.96	09/12	32,483.80	09/13	33,656.97	09/17	33,610.05
09/19	77,053.89	09/21	81,421.41	09/24	71,847.90	09/27	68,773.06
09/28	64,304.40						

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



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THURSTON CONSERVATION DISTRICT 2111 FERGUSON STREET, SUITE A TUMWATER, WA 98561-4117 360-794-3418		THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 8/14/2018	19736
PAY TO THE ORDER OF: VLS 554 University Energy Program Ten Thousand Eight Hundred Twenty Seven and 00/100		\$ 2,827.00	
MEMO: VLS 554 University Energy Program PO Box 42105 98501-0105 Olympia, WA 98504-3145		THURSTON CONSERVATION DISTRICT <i>Richard M. Mendenhall</i> RAY K. RUTHERFORD	
019736 1325170754 490006554			

09/13/2018 19736 \$2,827.00

THURSTON CONSERVATION DISTRICT 2111 FERGUSON STREET, SUITE A TUMWATER, WA 98561-4117 360-794-3418		THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 8/14/2018	19738
PAY TO THE ORDER OF: United Concrete Inc. d/b/a Three Thousand and Sixty Seven and 00/100		\$ 397.20	
MEMO: United Concrete Inc. d/b/a PO Box 27202 98502-0202 Tacoma, WA 98409-7202		THURSTON CONSERVATION DISTRICT <i>Richard M. Mendenhall</i> RAY K. RUTHERFORD	
019738 1325170754 490006554			

09/13/2018 19738 \$397.20

THURSTON CONSERVATION DISTRICT 2111 FERGUSON STREET, SUITE A TUMWATER, WA 98561-4117 360-794-3418		THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 8/20/2018	19755
PAY TO THE ORDER OF: Account 1000 One Thousand Eight Hundred Fifty Two and 50/100		\$ 1,852.50	
MEMO: Account 1000 PO Box 10775 Los Angeles, CA 90071-7785		THURSTON CONSERVATION DISTRICT <i>Richard M. Mendenhall</i> RAY K. RUTHERFORD	
019755 1325170754 490006554			

09/11/2018 19755 \$1,852.50

THURSTON CONSERVATION DISTRICT 2111 FERGUSON STREET, SUITE A TUMWATER, WA 98561-4117 360-794-3418		THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 8/20/2018	19756
PAY TO THE ORDER OF: Ruby Weeks, Ray B (employee) Fifty Six and 10/100		\$ 56.17	
MEMO: Ruby Weeks, Ray B (employee)		THURSTON CONSERVATION DISTRICT <i>Richard M. Mendenhall</i> RAY K. RUTHERFORD	
019756 1325170754 490006554			

09/10/2018 19756 \$56.17

THURSTON CONSERVATION DISTRICT 2111 FERGUSON STREET, SUITE A TUMWATER, WA 98561-4117 360-794-3418		THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 8/25/2018	19757
PAY TO THE ORDER OF: Lewis County Conservation District One Hundred Fifty Two and 40/100		\$ 152.40	
MEMO: Lewis County Conservation District 1554 8th St NW Olympia, WA 98501-0710		THURSTON CONSERVATION DISTRICT <i>Richard M. Mendenhall</i> RAY K. RUTHERFORD	
019757 1325170754 490006554			

09/12/2018 19757 \$152.40

THURSTON CONSERVATION DISTRICT 2111 FERGUSON STREET, SUITE A TUMWATER, WA 98561-4117 360-794-3418		THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 8/25/2018	19758
PAY TO THE ORDER OF: OCEAN One Thousand Six Hundred and 00/100		\$ 1,600.00	
MEMO: OCEAN PO Box 71135 Los Angeles, CA 90071-1285		THURSTON CONSERVATION DISTRICT <i>Richard M. Mendenhall</i> RAY K. RUTHERFORD	
019758 1325170754 490006554			

09/11/2018 19758 \$1,600.00

THURSTON CONSERVATION DISTRICT 2111 FERGUSON STREET, SUITE A TUMWATER, WA 98561-4117 360-794-3418		THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 8/25/2018	19759
PAY TO THE ORDER OF: VSP - Vision Care Four Hundred Sixty Four and 00/100		\$ 46.92	
MEMO: VSP 3331 2nd Ave Rancho Cordova, CA 95670		THURSTON CONSERVATION DISTRICT <i>Richard M. Mendenhall</i> RAY K. RUTHERFORD	
019759 1325170754 490006554			

09/17/2018 19759 \$46.92

THURSTON CONSERVATION DISTRICT 2111 FERGUSON STREET, SUITE A TUMWATER, WA 98561-4117 360-794-3418		THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 8/29/2018	19760
PAY TO THE ORDER OF: White Flag Hardware Center One Thousand and 00/100		\$ 1,000.00	
MEMO: White Flag Hardware Center PO Box 17650 Vancouver, WA 98689-7766		THURSTON CONSERVATION DISTRICT <i>Richard M. Mendenhall</i> RAY K. RUTHERFORD	
019760 1325170754 490006554			

09/10/2018 19760 \$1,000.00

THURSTON CONSERVATION DISTRICT 2111 FERGUSON STREET, SUITE A TUMWATER, WA 98561-4117 360-794-3418		THURSTON BANK 423 WASHINGTON STREET SE OLYMPIA, WA 98501 8/10/2018	19761
PAY TO THE ORDER OF: Robert Lutz Partnership I Four Thousand Four Hundred Eighty Eight and 00/100		\$ 4,488.66	
MEMO: Robert Lutz Partnership I 2215 25th Avenue SW, Suite A Tacoma, WA 98402		THURSTON CONSERVATION DISTRICT <i>Richard M. Mendenhall</i> RAY K. RUTHERFORD	
019761 1325170754 490006554			

09/28/2018 19761 \$4,488.66

1:56 PM

10/15/18

Thurston Conservation District
Reconciliation Summary
Wells Fargo, Period Ending 09/18/2018

	Sep 18, 18
Beginning Balance	9,343.36
Cleared Transactions	
Charges and Cash Advances - 17 Items	-1,521.50
Payments and Credits - 3 Items	2,000.10
Total Cleared Transactions	478.60
Cleared Balance	8,864.76
Uncleared Transactions	
Charges and Cash Advances - 5 Items	-514.67
Payments and Credits - 1 Item	1,000.00
Total Uncleared Transactions	485.33
Register Balance as of 09/18/2018	8,379.43
New Transactions	
Charges and Cash Advances - 9 Items	-387.00
Payments and Credits - 1 Item	500.00
Total New Transactions	113.00
Ending Balance	8,266.43

1:56 PM

10/15/18

Thurston Conservation District

Reconciliation Detail

Wells Fargo, Period Ending 09/18/2018

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						9,343.36
Cleared Transactions						
Charges and Cash Advances - 17 Items						
Credit Card Charge	08/16/2018	8453	UPS	X	-11.58	-11.58
Credit Card Charge	08/24/2018		Terry's Automotive ...	X	-742.39	-753.97
Credit Card Charge	08/24/2018	8440	City of Olympia	X	-3.25	-757.22
Credit Card Charge	08/25/2018	8474	UPS	X	-10.39	-767.61
Credit Card Charge	08/25/2018		Home Depot	X	-5.95	-773.56
Credit Card Charge	08/30/2018		Office Depot	X	-32.66	-806.22
Credit Card Charge	08/30/2018		UPS	X	-11.98	-818.20
Credit Card Charge	09/05/2018		OfficeSupply.com	X	-337.05	-1,155.25
Credit Card Charge	09/06/2018		UPS	X	-9.76	-1,165.01
Credit Card Charge	09/07/2018	8446	Harbor Freight	X	-161.50	-1,326.51
Credit Card Charge	09/07/2018		T Sheets	X	-55.00	-1,381.51
Credit Card Charge	09/10/2018		Ralphs Thriftway	X	-17.37	-1,398.88
Credit Card Charge	09/10/2018		Olympia Food Co-Op	X	-12.54	-1,411.42
Credit Card Charge	09/12/2018		Les Schwab Tire Ce...	X	-14.87	-1,426.29
Credit Card Charge	09/12/2018		UPS	X	-10.39	-1,436.68
General Journal	09/18/2018	10311...		X	-0.10	-1,436.78
Credit Card Charge	11/11/2018			X	-84.72	-1,521.50
Total Charges and Cash Advances					-1,521.50	-1,521.50
Payments and Credits - 3 Items						
Bill	12/31/2012		Wells Fargo	X	0.10	0.10
Bill	08/14/2018		Wells Fargo	X	1,000.00	1,000.10
Bill	08/24/2018		Wells Fargo	X	1,000.00	2,000.10
Total Cleared Transactions					478.60	478.60
Cleared Balance					-478.60	8,864.76
Uncleared Transactions						
Charges and Cash Advances - 5 Items						
Credit Card Charge	09/14/2018		Forestry Supplies		-209.48	-209.48
Credit Card Charge	09/14/2018	8438	Harbor Freight		-137.97	-347.45
Credit Card Charge	09/14/2018		Crains Office Supply		-63.14	-410.59
Credit Card Charge	09/18/2018		Women in Agriculture		-64.08	-474.67
Credit Card Charge	09/18/2018		Island Enterprise		-40.00	-514.67
Total Charges and Cash Advances					-514.67	-514.67
Payments and Credits - 1 Item						
Bill	08/31/2018		Wells Fargo		1,000.00	1,000.00
Total Uncleared Transactions					485.33	485.33
Register Balance as of 09/18/2018					-963.93	8,379.43
New Transactions						
Charges and Cash Advances - 9 Items						
Credit Card Charge	09/20/2018		US Postal Service		-33.50	-33.50
Credit Card Charge	09/21/2018		Sunbird		-25.28	-58.78
Credit Card Charge	09/21/2018	8465	UPS		-10.59	-69.37
Credit Card Charge	09/21/2018		Fred Meyer		-4.35	-73.72
Credit Card Charge	09/25/2018		Terry's Automotive ...		-96.09	-169.81
Credit Card Charge	10/01/2018	8470	UPS		-9.76	-179.57
Credit Card Charge	10/04/2018	8473	UPS		-11.98	-191.55
Credit Card Charge	10/07/2018		T Sheets		-55.45	-247.00
Credit Card Charge	10/09/2018	8472	Island Enterprise		-140.00	-387.00
Total Charges and Cash Advances					-387.00	-387.00
Payments and Credits - 1 item						
Bill	10/03/2018		Wells Fargo		500.00	500.00
Total New Transactions					113.00	113.00
Ending Balance					-1,076.93	8,266.43

INTERLOCAL AGREEMENT BETWEEN GRAYS HARBOR CONSERVATION DISTRICT AND THURSTON CONSERVATION DISTRICT

SCOPE OF WORK #1

REQUEST: Grays Harbor Conservation District (GHCD) staff will assist Thurston Conservation District Landowners by developing a minimum of eleven Individual Stewardship Plans under the Voluntary Stewardship Program. In addition, GHCD staff will attend VSP Workgroup meetings, as requested by the workgroup, and participate as the technical service provider in TCD led outreach events.

Deliverables:

- Develop a minimum of 11 Individual Stewardship Plans
- Attend up to 4 outreach events
- Participate in VSP workgroup meetings, as requested

DURATION: Work to be completed by June 30, 2019.

COST: Not to exceed \$30,000

Thurston Conservation District

GRAYS HARBOR Conservation District

Eric Johnson
Board Chair

/Date

Mike Nordin
District Manager

/Date



**Office of the Washington State Auditor
Pat McCarthy**

October 23, 2018

Board of Supervisors and Sarah Moorehead, Interim Executive Director
Thurston Conservation District
2918 Ferguson Street SW
Tumwater, WA 98512

We are pleased to confirm the audit to be performed by the Office of the Washington State Auditor for the Thurston Conservation District. This letter confirms the nature and limitations of the audit, as well as responsibilities of the parties and other engagement terms.

Office of the Washington State Auditor Responsibilities

Accountability Audit

In accordance with RCW 43.09.260, we will perform an accountability audit for the fiscal years ended December 31, 2015, 2016, and 2017, of the District's compliance with applicable state laws, regulations, policies and procedures, and safeguarding of public resources in areas representing the highest risk of fraud, loss, abuse, or noncompliance.

Areas will be selected for audit using a risk-based approach and will be identified in the audit entrance conference.

Upon completion of our audit we will issue a written report describing the overall results and conclusions for the areas we examined.

Other SAO Responsibilities

Additionally, the Office of the Washington State Auditor will:

- Provide the Board of Supervisors with timely notification if we identify issues that require further audit work and increase audit costs.
- Will communicate status of the audit during weekly progress meetings to be held on Thursdays with the audit liaison.
- Safeguard District financial records and documentation from loss, damage, and inadvertent release to unauthorized persons.

Reporting Levels for Audit Issues

Issues identified through the auditing process will be communicated as follows. Failure to appropriately address audit issues may result in escalated reporting levels.

- **Findings** formally address issues in an audit report. Findings report significant deficiencies and material weaknesses in internal controls; misappropriation; and material abuse or non-

compliance with laws, regulations, contracts or grant agreements. You will be given the opportunity to respond to a finding, and this response, or a synopsis of it, will be published in the audit report.

- **Management letters** communicate control deficiencies, non-compliance or abuse with a less-than-material effect on the financial statements or other issues with significance to the audit objectives. Management letters are referenced, but not included, in the audit report.
- **Exit items** address control deficiencies or non-compliance with laws or regulations that have an insignificant or immaterial effect on the audit objectives, or errors with an immaterial effect on the financial statements. These issues are informally communicated to management, but do not warrant the attention of those charged with governance and are not referenced in the audit report.

Client's Responsibilities

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis *Budgeting, Accounting and Reporting System Manual* (BARS), this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. Our audit does not relieve management or the governing body of their responsibilities.

Management is also responsible for:

- Selecting and applying appropriate administrative and accounting policies.
- Establishing and maintaining effective internal controls over financial reporting, compliance, and safeguarding of public resources.
- Designing and following effective controls to prevent and detect fraud, theft, and loss.
- Ensuring compliance with laws, regulations and provisions of contracts and grant agreements.
- Making all financial records and related information available to us.
- Correcting the financial statements based on the results of our audit.
- Identifying and providing copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented.
- Promptly reporting to us knowledge of any fraud, allegations of fraud or suspected fraud involving management, employees or others, in accordance with RCW 43.09.185.
- Providing us with a management representation letter, on the District's own letterhead, that confirms certain representations, both express and implied, which we will request at the conclusion of our audit. This letter includes representations regarding legal matters. A separate letter may be needed from the District's legal counsel.
- Following up and taking corrective action on all audit findings, including, when applicable, preparing a summary schedule of prior audit findings and a corrective action plan on the District's own letterhead.

Management will provide the Office of the Washington State Auditor with the information required for performing the audit and is responsible for the accuracy and completeness of that information. Management will notify the Office of the Washington State Auditor when any documents, records, files, or data contain information that is covered by confidentiality or privacy laws, such as HIPAA.

All misstatements identified by the audit will be discussed with management. Material misstatements corrected by management and all uncorrected misstatements will be communicated at the exit conference, as required by professional auditing standards.

Management's Written Representations

At the conclusion of our audit, we will also request certain written representations from you about the audit, including items discussed above.

Additionally, the District will:

- Interact with auditors professionally and respectfully and promptly respond to auditor requests and also communicate issues and concerns to the auditors.
- Provide requested documentation in a timely manner.

Estimated Audit Costs and Timeline

We estimate the cost of the audit work to be \$9,500, with work expected to commence by October 22, 2018. Invoices for these services will be prepared and presented each month as our audit work progresses.

We anticipate our reports, which will be addressed to the District's governing body and published on our website www.sao.wa.gov to be available to you and the public as outlined below. These estimates are based on timely access to financial information and no significant audit reporting issues. The estimated cost and completion date may change if unforeseen issues arise or if significant audit issues are identified necessitating additional audit work. We will promptly notify you if this is the case.

Report	Date*
Independent Auditor's Report on Accountability	December 2018

**Report Issuance Dates Are Estimates Only*

The audit documentation for this engagement, which may contain confidential or sensitive information, is the property of SAO and constitutes a public record under Chapter 42.56 RCW. Subject to applicable laws and regulations, appropriate individuals, as well as audit documentation, will be made available upon request and in a timely manner to appropriate auditors and reviewers, District's management and governing body, and federal agencies, for purposes of a public records request, a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities.

The audit documentation for this engagement will be retained for a minimum of five years after the report release (publish) date in accordance with the public records retention schedule established by the Washington Secretary of State.

Expected Communications

During the course of the audit, we will communicate with the District's selected audit liaison, Sarah Moorehead, Interim Executive Director, on the audit status, any significant changes in our planned audit scope or schedule and preliminary results or recommendations as they are developed. The audit liaison is responsible for regularly updating the District's management and the governing body on these matters. We may also provide direct communication of these matters to management and the governing body as needed or at the District's request.

Please contact us if, during the audit, any events or concerns come to your attention of which we should be aware. We will expect the audit liaison to keep us informed of any such matters.

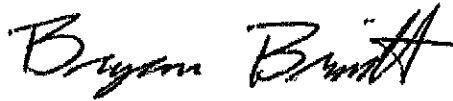
Audit Dispute Process

Please contact the Audit Manager or Assistant Director to discuss any unresolved disagreements or concerns you have during the performance of our audit. At the conclusion of the audit, we will summarize the results at the exit conference. We will also discuss any significant difficulties or disagreements encountered during the audit and their resolution.

By signing and returning this letter you acknowledge that the foregoing is in accordance with your understanding. Please contact us with any questions.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Sincerely,



Bryson Bristol, Audit Manager 10/23/18
Office of the Washington State Auditor

District Response:

This letter correctly sets forth our understanding.

Board of Supervisors

Date

Sarah Moorehead
Interim Executive Director

Date

Letter of Reprimand – Acting Executive Director - Thurston Conservation District

To: Sarah Moorehead

From: Eric Johnson, Chair TCD Board of Supervisors

Date: 103018

Re: Letter of Reprimand

This is an official written reprimand for your failure to perform the functions of your position, Acting Executive Director, despite previous formal requests, including by written email and by public direction at public meeting of the Board of Supervisors. You have failed to appropriately comply with the directions of the Board of Supervisors and of the Chair of the Board of Supervisors, Thurston Conservation District. Specifically, you have failed to submit, in a timely manner the weekly staff reports, which are required as part of duty to act "in consultation and communication with the board." Further, you have failed, despite repeated requests and direction, to ensure that the Board had accurate meeting minutes that could be approved by the Board under its duties under applicable statutes, including the Open Public Meetings Act, which is a violation of your obligation to ensure "all district functions and services are managed and provided in accordance with all applicable laws, regulations, and district policies. Finally, you have failed to pursue the disciplinary action begun by your predecessor, at the request of the Board, against Amy Hatch- Wineka, which is violation of both your duty to manage employees in accordance with TCD policy and in consultation with the Board and of your duty to ensure that all district functions and services are done in accordance with district policies. I am also reminding you of the critical importance that your exercise of dependable good judgment, and as an employee entrusted with management responsibilities requires. Because of your position, further diligence in carrying out your responsibilities is required for the future.

You have received many verbal reminders and e-mails of your many and important duties. The Board has noted, in the minutes of several meetings, that you have failed to perform or timely perform these duties. With this letter of reprimand, I am reminding you of the critical importance of you following the direction of the Board of Supervisors.

These are serious breaches of your expected and entrusted managerial role. Further, together, they reveal a pattern of intentional noncompliance or gross negligence in performing your management role. The Board considers your failure to perform your functions properly as being severe enough to justify employment termination if you continue to fail to perform those functions, as well as justifying a formal reprimand to be added to your file. This letter both serves as a formal reprimand and as notice of noncompliance needing correction, with the failure to correct being grounds for termination. Therefore, another breach of our confidence in your ability to carry out any of your expected managerial roles will result in additional disciplinary action up to and including the possibility of employment termination.

A copy of this reprimand will be placed in your official personnel file.

Signature:

Supervisor Name: Eric Johnson, Chair

Tab 3



To: Commissioners of the Washington State Conservation Commission
From: Sarah Moorehead, Interim Executive Director
October 4, 2018
Re: Thurston CD's Compliance with 2018 CAPP

Dear Commissioners,

Please find the enclosed draft action plan to address Thurston Conservation District's compliance with the 2018 Conservation Accountability and Performance Program (CAPP). On September 25th, 2018, Thurston CD Supervisors met during a regular public meeting to discuss the elements of the CAPP that were found to be in non-compliance. Detailed in the attached draft action plan, is the progress Thurston CD has made to date, along with additional steps our District will take to ensure these issues are resolved efficiently and adequately. We apologize for the delay in our response and would like the Commission to know that we are taking our compliance in the program seriously. We also welcome additional feedback and guidance on our attached plan as we continue to revisit, revise and make progress towards compliance.

The reduction in funding has certainly put the District in financial hardship, especially when it comes to covering our administrative and operating (non-grant funded) expenses. Staff capacity is limited, plantings and implementation projects will be delayed, soil testing and equipment rental services have been suspended, our 2019 Annual Native Plant Sale and Festival has been cancelled, landowner cost share reimbursements are subject to delay, and our ability to offer services has been greatly limited to small portions of Thurston County. This results in extensive impacts to our community members, our public reputation, and the conservation of resources throughout our precious landscape. Very importantly, Thurston CD is also heavily focused on finalizing the process to secure Rates and Charges funding for collection beginning in 2019. At this time, we have very limited capacity to continue support our local Thurston County Commissioners in this process, jeopardizing the success of this initiative, as well as, the overall long-term viability of Thurston CD.

On September 20th, 2018 a motion was taken by the Commission to suspend all WSCC direct funding to Thurston CD, detailing that a response addressing the non-compliance was to be received by and presented at the November 29th, 2018 WSCC meeting. I am humbly writing to ask the Commissioners of the Washington State Conservation Commission to consider holding a special meeting before this date to consider rescinding this motion and to restore all funding for Thurston CD as soon as possible. We hope to minimize the impacts of this funding loss to the health of our organization and the needs of our local taxpayers.

We look forward to re-building a collaborative relationship and hope to focus on strengthening our District's governance now and into the future.

Thank you for your consideration.

Sincerely,



Sarah Moorehead

Interim Executive Director

Thurston Conservation District

2918 Ferguson St. SW, Ste A Tumwater, WA 98512

(360) 754-3588 ext. 136

smoorehead@thurstoncd.com

CC: Mark Clark, Washington State Conservation Commission

Alison Halpern, Washington State Conservation Commission

Thurston Conservation District Board of Supervisors

[Enclosure: 2018 CAPP Action Plan]



Thurston Conservation District
Conservation Accountability and Performance Program
Draft Action Plan
September 25, 2018

COMPLIANCE REQUIREMENT	8. Open Public Meetings Act is followed including executive sessions (RCW 42.30)
TCD ACTION	<p>TCD has hired general counsel to be present at all TCD Board Meetings beginning with 8/20/2018. TCD attorney continues to review and provide guidance for compliance with OPMA, and currently represents TCD in all OPMA related litigation.</p> <p>One TCD Supervisor and Executive Director have completed OPMA training since funding suspension. Additional Supervisors plan to revisit training.</p> <p>Currently the OMPA violation is a disputed issue involved in pending litigation and not an established violation.</p>
COMPLIANCE REQUIREMENT	9. State Public Records Act is followed (RCW 42.56)
TCD ACTION	<p>TCD Supervisors, under guidance of legal counsel, will develop a policy update to address public information not housed within the ability of District staff to obtain, specifically requests for information of TCD Supervisors.</p> <p>One TCD Supervisor and Executive Director have completed OPMA training since funding suspension. Additional Supervisors plan to revisit training.</p> <p>Currently, all requestors of PDRs have been provided with an appropriate response, including those requests made directly to TCD Supervisors. TCD has tracking mechanism for incoming PDRs to monitor requests, installments and fulfillments to ensure requestors receive information according to required timeline.</p>





COMPLIANCE REQUIREMENT	12. Keeping public informed of conservation district activities. (RCW 89.08.220 (13))
TCD ACTION	<p>TCD has developed a system to address revisions to public meeting minutes and approval of minutes within one (1) month of the meeting date.</p> <p>TCD attorney will develop a streamlined minutes template by the October Board Meeting.</p> <p>TCD Supervisors are in the process of scheduling a meeting with staff to review approved past meeting minutes, to ensure accuracy. Minutes will then be signed by the Chair and posted to the TCD website.</p>
COMPLIANCE REQUIREMENT	15. Demonstrated diligence in complying with state and federal statutes related to contracting, non-discrimination, labor laws, etc., through adoption of up-to-date policies and training.
TCD ACTION	TCD Supervisors hired attorney on 8.20.2018 to maintain compliance. A Special Meeting was held in Executive Session on 9.28.2018 to receive legal advice in regards to employment matters.



To: Commissioners of the Washington State Conservation Commission

From: Eric Johnson, Thurston CD Board Chair

October 30, 2018

Re: Thurston CD's Compliance with 2018 CAPP

Dear Commissioners,

Please find the enclosed draft action plan to address Thurston Conservation District's compliance with the 2018 Conservation Accountability and Performance Program (CAPP). On September 25th, 2018, Thurston CD Supervisors met during a regular public meeting to discuss the elements of the CAPP that were found to be in non-compliance. Detailed in the attached draft action plan, is the progress Thurston CD has made to date, along with additional steps our District will take to ensure these issues are resolved efficiently and adequately. We apologize for the delay in our response and would like the Commission to know that we are taking our compliance in the program seriously. We also welcome additional feedback and guidance on our attached plan as we continue to revisit, revise and make progress towards compliance.

The reduction in funding has certainly put the District in financial hardship, especially when it comes to covering our administrative and operating (non-grant funded) expenses. Staff capacity is limited, plantings and implementation projects will be delayed, soil testing and equipment rental services have been suspended, our 2019 Annual Native Plant Sale and Festival has been cancelled, landowner cost share reimbursements are subject to delay, and our ability to offer services has been greatly limited to small portions of Thurston County. This results in extensive impacts to our community members, our public reputation, and the conservation of resources throughout our precious landscape. Very importantly, Thurston CD is also heavily focused on finalizing the process to secure Rates and Charges funding for collection beginning in 2019. At this time, we have very limited capacity to continue support our local Thurston County Commissioners in this process, jeopardizing the success of this initiative, as well as, the overall long-term viability of Thurston CD.



On September 20th, 2018 a motion was taken by the Commission to suspend all WSCC direct funding to Thurston CD, detailing that a response addressing the non-compliance was to be received by and presented at the November 29th, 2018 WSCC meeting. I am humbly writing to ask the Commissioners of the Washington State Conservation Commission to consider holding a special meeting before this date to consider rescinding this motion and to restore all funding for Thurston CD as soon as possible. We hope to minimize the impacts of this funding loss to the health of our organization and the needs of our local taxpayers.

We look forward to re-building a collaborative relationship and hope to focus on strengthening our District's governance now and into the future.

Thank you for your consideration.

Sincerely,

Eric Johnson

Board Chair

Thurston Conservation District

2918 Ferguson St. SW, Ste A Tumwater, WA 98512

(360) 754-3588

ericjohnsontcd@gmail.com

CC: Mark Clark, Washington State Conservation Commission

Alison Halpern, Washington State Conservation Commission

Thurston Conservation District Board of Supervisors

[Enclosure: 2018 CAPP Action Plan]



Thurston Conservation District
Conservation Accountability and Performance Program
Draft Action Plan
September 25, 2018
Updated: October 30, 2018

COMPLIANCE REQUIREMENT	8. Open Public Meetings Act is followed including executive sessions (RCW 42.30)
TCD ACTION	<p>TCD has hired general counsel to be present at all TCD Board Meetings beginning with 8/20/2018. TCD attorney continues to review and provide guidance for compliance with OPMA, and currently represents TCD in all OPMA related litigation.</p> <p>One TCD Supervisor and Executive Director have completed OPMA training since funding suspension. Additional Supervisors plan to revisit training.</p> <p>Currently the OMPA violation is a disputed issue involved in pending litigation and not an established violation.</p> <p>Training: TCD Board and Interim Executive Director reviewed and discussed the Washington State Attorney General's Office video on Open Public Meetings Act compliance at the 10-30-2018 Thurston CD Board Work Session.</p>
COMPLIANCE REQUIREMENT	9. State Public Records Act is followed (RCW 42.56)
TCD ACTION	<p>TCD Supervisors, under guidance of legal counsel, will develop a policy update to address public information not housed within the ability of District staff to obtain, specifically requests for information of TCD Supervisors.</p> <p>Currently, all requestors of PDRs have been provided with an appropriate response, including those requests made directly to TCD Supervisors. TCD has tracking mechanism for incoming PDRs to monitor requests, installments and fulfillments to ensure requestors receive information according to required timeline.</p> <p>Training: One TCD Supervisor and Executive Director have completed OPMA training since funding</p>





	suspension. Additional Supervisors plan to revisit training.
COMPLIANCE REQUIREMENT	12. Keeping public informed of conservation district activities. (RCW 89.08.220 (13))
TCD ACTION	<p>TCD has developed a system to address revisions to public meeting minutes and approval of minutes within one (1) month of the meeting date.</p> <p>TCD attorney will develop a streamlined minutes template by the October Board Meeting.</p> <p>TCD Supervisors are in the process of scheduling a meeting with staff to review approved past meeting minutes, to ensure accuracy. Minutes will then be signed by the Chair and posted to the TCD website.</p> <p>Training:</p>
COMPLIANCE REQUIREMENT	15. Demonstrated diligence in complying with state and federal statutes related to contracting, non-discrimination, labor laws, etc., through adoption of up-to-date policies and training.
TCD ACTION	<p>TCD Supervisors hired attorney on 8.20.2018 to maintain compliance. A Special Meeting was held in Executive Session on 9.28.2018 to receive legal advice in regards to employment matters.</p> <p>Training:</p>

Tab 4



CONTRACT NUMBER:

CBO23407

SUBRECIPIENT

☒ YES ☐ NO

FFATA FORM REQUIRED

☒ YES ☐ 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 September 30, 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 – SEPTEMBER 30, 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			Megan Schell		megan.schell@doh.wa.gov 360.236.3307			
DUNS #		168 783 850			Approved Indirect Rate					
Period of Performance		DOE - September 30, 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: Megan Schell, megan.schell@doh.wa.gov, (360) 236-3307

Approved Indirect Rate: 10% of staff salary

Period of Performance: Date of Execution - September 30, 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 (using NOAA 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.	Technical assistance to community gardens	5
Reach 200 individuals 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
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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:

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	January 15, 2019
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		June 30, 2019

►► 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, and upon NTA/contract completion

NTA financial reporting completed between:

Summer: 2018, 2019, 2020, and upon NTA/contract completion

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	January 15, 2019
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 and upon contract completion
	<ul style="list-style-type: none"> Financial Status 		Summer 2018 and 2020 and upon contract completion
1.2.3	STORET (if required)	Reimbursement up to \$29,478.80 based on actual costs	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		Upon 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.a	Convene partners quarterly Submit meeting agendas and notes and attendees, and project products and identification of any properties in consideration.	Reimbursement up to \$119,701.68 based on actual costs	September 30, 2020
2.1.b	Three conservation easements being considered for funding		First easement application by December 15, 2019 All easement applications by September 30, 2020
2.2.a	500 individuals reached*		250 by September 30, 2019 2019XXX? All by September 30, 2020
2.2.b	20 new enrollees into South Sound FarmLink		10 by September 30, 2019 20 by September 30, 2020

2.2.c	100 potential matches shared				50 by September 30, 2019 All by September 30, 2020
2.2.d	Creation of robust resource library*				First installment due September 30, 2019 with full library shared with final report
2.3.a	Create Urban Livestock Manual publication*				December 15, 2019
2.3.b	Create urban gardening guide publication*				June 30, 2019
2.3.c	Provide technical assistance to 8 school gardens				4 by September 30, 2019 8 by September 30, 2020
2.3.d	Provide technical assistance to 5 beginning or existing community gardens				2 by September 30, 2019 5 by September 30, 2020
2.3.e	200 individuals reached regarding urban agricultural practices and the impacts on water quality*				100 by September 30, 2019 200 by September 30, 2020
*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 5 sites totaling up to 50 acres with a blend of native riparian buffers and perennial agricultural crops. Ensure sites can be utilized as demonstration sites and that a minimum of 75% of the plantings survive. 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.

Riparian planting will be follow EPA Riparian Buffer Programmatic Term and Condition #10 in this document and the *Shellfish Strategic Initiative National Estuary Program Funds: Agricultural Best Management Practice Guidelines (Guidelines)*. DOH requires potential BMP project list for pre-approval to ensure projects meet the Guidelines. **DOH will periodically assess progress of expenditures and may withdraw funds if they are not being spent in a timely manner.** Site specific BMP implementation assistance will include the following services:

- Conduct outreach to landowners and stakeholders
- Provide technical assistance to landowners directly or via appropriate organizations to best site, design, prioritize, and construct BMPs.
- **Develop and install BMP projects.**
- Conduct initial and follow up site visits to ensure proper installation, use, and maintenance of BMPs.
- Conduct administrative tasks for grant reporting, coordination, and cost share reimbursement.
- Maintain project records and submit grant reporting information.
- Collect and report necessary information for payment vouchers.
- Provide administrative assistance to participants to meet reporting requirements for cost share reimbursement.
- Submit progress reports and cost share reimbursements with the number, type, cost and location of BMPs completed and in progress and the total amount spent for each reporting period and a running total.

DESCRIPTION Number	Deliverable	Reimbursement	Completion date
3.1.a	Restore up to 5 sites totaling 50 acres of riparian buffer d utilizing native plants and perennial agricultural crops. Work with landowners to monitor survival and utilize sites for educational and legislative outreach. Report number, type, cost and location of BMPs completed and in progress and the total amount spent for each reporting period and a running total.	Reimbursement up to \$100,501.81 based on actual costs ALLOWABLE REIMBURSEMENT DETAIL/BREAKDOWN (per SSI NEP AgBMP Guidelines) \$83,750 for BMP installation (materials, equipment, labor) \$16,750 (up to 20% of actual BMP installation costs- see above) for outreach, planning, administration and management.	Report per Task 1 schedule
3.1.b	Create and submit Planting and Monitoring Plan for approval by DOH?		Upon completion of each draft plan
3.1.c	Ensure sites can be utilized as demonstration sites and that a minimum of 75% of the plantings survive upon completion of the grant contract.		By September 30, 2020

►► **TASK 4. Provide Education to Landowners**

Thurston Conservation District will provide business training, marketing, and guidance on the implementation of agricultural Best Management Practices, such as nutrient management, prescribed grazing and forage, fencing, and biomass planting (filtration). 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
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4.1.a	Provide educational opportunities to a minimum of 500 landowners	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)
4.1.b	Conduct 20 workshops and tours		09-30-2020 10 by December 15, 2019 20 by September 30, 2020
4.1.c	Provide business and marketing training to a minimum of 20 producers.		Completion by September 30, 2020 with plan shared with DOH by June 30, 2019

►► 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.a	Submit draft presentation materials to DOH	Reimbursement up to \$3,562.02 based on actual costs	30 days prior to event
5.1.b	Present at a 2018/9 regional conference		08-28-2019
5.2	Submit project photos		With FEATS and/or final project report per Task 1 schedule.

BUDGET	
Category	Amount
Salaries	\$165,439.28
Benefits	Included in above
Travel	\$1,895.96
Supplies	\$6,000.00
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/oca>. 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>.

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-00J8801 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 (GPL-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+testing><http://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.

GENERAL TERMS AND CONDITIONS

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

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additional insureds under the insurance policy/ies. All policies shall be primary to any other 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

GENERAL TERMS AND CONDITIONS

act of placing a record 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

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performance, 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.

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- 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 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

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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 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

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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.

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.

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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 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 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).

- 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 1. 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 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.

ATTACHMENT 1
DOH CONTRACT CBO23407

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.
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

WQC-2018-ThurCD – 00174

RECIPIENT: Thurston Conservation District

FUNDING: Centennial

PROJECT TITLE: Community Centered Restoration of the Middle Deschutes Watershed

Total Cost:	\$325,866.00
Total Eligible Cost:	\$325,866.00
Ecology Share:	\$244,401.00
Recipient Share:	\$ 81,465.00
The Effective Date of the Agreement is:	9/22/2018
The Expiration Date of this Agreement is no later than:	9/21/2021

Project Short Description

The RECIPIENT has put together a Tribal, public, private, and non-profit partnership to restore degraded conditions in the Middle Deschutes River watershed. The collaboration will lead to immediate water quality improvements by restoring two properties in the middle Deschutes River Watershed and engaging the community in the long-term stewardship and protection of the watershed.

Project Long Description

The RECIPIENT has brought together the Squaxin Island Tribe, Thurston County, the Rainier School District, South Sound GREEN, Capitol Land Trust, the Center for Natural Land Management, Taylor Shellfish and private landowners to restore natural processes to the middle Deschutes River Watershed and inspire a stewardship ethic through hands-on implementation of the Next Generation Science Standards.

The 57-mile long Deschutes River flows through Thurston County and is a regionally important water body that suffers from ongoing pollution concerns and intense growth pressure that is likely to exacerbate these issues. Anticipated development in the Deschutes Watershed will result in increases in impervious area and total number of residential units on septic systems while reducing the amount of tree cover – impacts that could exacerbate pollution loads, increase stream temperatures, and lead to loss of fish and wildlife habitat (Deschutes Current Conditions, 2015). The Deschutes Watershed is home to Federally listed salmonids, in addition to prairie-associated species such as the Mazama Pocket Gopher and the streaked horned lark. In 2003, a TMDL project began to address water quality impairments: temperature, dissolved oxygen, bacteria, pH, and phosphorus. The problems stem from a blend of point and nonpoint sources. This project will address nonpoint sources in the watershed such as agricultural and livestock activities, and land use activities.

The Puget Sound Watershed Characterization (ECOLOGY) identifies the Upper and Middle Deschutes mainstem sub-basins as priority areas for protection as they are relatively intact and highly important for water flow processes. The middle watershed is moderately to highly degraded and recommended for restoration, as the area is of high importance for water flow and for spawning and rearing salmonids. The area has also been identified as the most sensitive to impacts from projected growth, as under current land use regulations, it has a high number of new dwelling units (2,330) and a moderate percentage of forestlands that are vulnerable to conversion.

The Deschutes River TMDL Improvement Report / Implementation Plan (2015) recommends several actions in the Middle Deschutes Watershed, including maintaining the existing riparian buffers, re-establishing riparian buffers where they have been degraded, stabilizing banks that contribute fine sediment, and reducing nutrient sources. The RECIPIENT

will implement a parallel process to install restoration actions in both agricultural and developed areas, while reaching out to landowners in the middle Deschutes Watershed, and partnering with the Rainier School District to design, implement and monitor water quality and restoration projects.

The restoration projects are on two parcels totaling 6 acres. The RECIPIENT will work directly with the students to design, implement and then monitor the project for years into the future. These activities will create a stewardship ethic, improve water quality immediately and into the future, plant the seed of possibility for work in the environmental field, and engage the community to solve water quality issues themselves. The Squaxin Island Tribe will mentor the students as well, creating a cross-community bridge to link two different areas and cultures and create opportunities where previously none existed.

The riparian restoration will couple with a LWD placement already planned at the CNLM site, which has been ranked by the WRIA 13 Salmon Habitat Recovery Lead Entity and proposed for funding by the Salmon Recovery Funding Board (SRFB) in December, 2018. The SRFB project will install eight large wood habitat complexity structures and one engineered logjam as the confluence of the spring channel and the mainstem Deschutes.

To create a community that is engaged in the restoration of the Middle Deschutes, the RECIPIENT will reach out and engage with landowners building a place where trust and respect are paramount. The RECIPIENT will send out mailings and conduct nine community meetings. These outreach activities will lead to opportunities to create Conservation Plans that design a minimum of 25 BMP's to be implemented with future funding opportunities.

South Sound GREEN connects communities and schools for watershed protection and unites multiple local partners to combine their time, talents and expertise into a high quality watershed educational experience for area youth. South Sound GREEN exponentially increases the resources and technical expertise available in the watershed and allows an expansion into new and diverse areas to better reach at-risk youth. A study conducted by the Washington Office for the Superintendent of Public Instruction (OSPI) and the Environmental Education Association of Washington (EEAW) in 2008 revealed that the primary obstacles for teachers in teaching environmental education in their classes was lack of time and lack of access, followed by lack of funding and professional development. South Sound GREEN will partner with Rainier and Tumwater School Districts to remove these barriers to their outdoor learning experience, aid their understanding of ecological processes along the Deschutes River, and nurture a positive relationship with the natural world.

Overall Goal:

The goal of this project is to reduce impacts to water quality from current and future residential development and agricultural practices by creating a stewardship ethic that begins with Tribal and area youth to install riparian plantings that will restore properly functioning ecological processes and lessen the impact of development on the watershed while teaching Next Generation Science Standards. Another goal of the project is to perform intensive landowner outreach, using the interactions with community youth as the foundation, to design and implement two shovel-ready actions that will restore stream function and water quality. Tribal, community and youth will then monitor the installations biannually and report on the results at a local water quality summit and to the WRIA 13 Deschutes Salmon Habitat Recovery Lead Entity.

RECIPIENT INFORMATION

Organization Name: Thurston Conservation District

Federal Tax ID: 91-1011612

DUNS Number: 168783850

Mailing Address: 2918 Ferguson St. SW

Tumwater, WA 98512

Physical Address: Same

Organization Email: ssgreen@thurstoncd.com

Organization Fax:

Contacts

Project Manager	Amy Hatch-Winecka Deputy Director 2918 Ferguson St. SW Tumwater, WA 98512 (360) 754-3588 (360) 236-0941 amyhw@thurstoncd.com
Billing Contact	Susan Shelton Accountant 2918 Ferguson St. SW, Suite A Tumwater, WA 98512 (360) 754-3588 sshelton@thurstoncd.com
Authorized Signatory	Eric Johnson Chair, TCD Board of Supervisors 2918 Ferguson St. SW, Suite A Tumwater, WA 98512

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive
Lacey, WA 98503

Contacts

Project Manager	Leanne Weiss Project Manager PO Box 47775 Olympia, WA 98504-7775 Email: leanne.weiss@ecy.wa.gov Phone: (360) 407-0243
Financial Manager	Laurie Webster Financial Manager PO Box 47600 Olympia, WA 98504-7600 Email: laurie.webster@ecy.wa.gov Phone: (360) 407-6542

BUDGET

Funding Distribution

Funding Title: Centennial

Funding Type: Grant

Funding Effective Date: 7/01/2017

Funding Expiration Date: 7/30/2020

Funding Source: Centennial-SFY18

Recipient Match %: 25%

InKind Interlocal Allowed: Yes

InKind Other Allowed: Yes

Is this Funding Distribution used to match a federal grant? NO

Elements (Tasks)	Total Project Cost	Total Eligible Cost	Funding Source
1. Project Administration/Management	\$17,643.00	\$17,643	Centennial
2. Restoration and Conservation Planning	\$102,199.00	\$102,199.00	Centennial
3. Restoration Designs	\$6,607.26	\$6,607.26	Centennial
4. Community Outreach and Engagement	\$39,710.00	\$39,710.00	Centennial
5. Water Quality Monitoring - South Sound GREEN	\$53,241.74	\$53,241.74	Centennial
6. Squaxin Island Tribe Community Engagement	\$25,000.00	\$25,000.00	Centennial
Total	\$325,868.20	\$325,868.20	Centennial
MATCHING REQUIREMENTS			
ECOLOGY Share: maximum 75% of TEC		\$244,401.00	
RECIPIENT Share: minimum 25% of TEC Cash, interlocal, and in-kind other match are eligible.		\$81,467.00	

Tab 5



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 Henricksen, WFSE Council President
Mark Hamilton, WFSE Labor Advocate
WFSE Officers
WFSE Bargaining Team
Kurt Spiegel, Olympia Field Supervisor



To: Mark Hamilton

Washington Federation of State Employees
1212 Jefferson St SE Olympia, WA 98501

From: Thurston CD Board of Supervisors

October 30, 2018

Re: Request for Negotiations

Dear Mr. Hamilton,

The Thurston conservation District has received the request for negotiations from the Washington Federation of State Employees (WFSE). We have not yet selected our bargaining team; however WFSE will be notified immediately upon selection.

The Thurston Conservation District is happy to address implementation of the 2018 Cost of Living Adjustment (COLA) during the negotiations process.

Sincerely,

Eric Johnson

Board Chair

Thurston Conservation District
2918 Ferguson St. SW, Ste A Tumwater, WA 98512
(360) 754-3588
ericjohnsontcd@gmail.com



Tab 6



Thurston Conservation District

RESOLUTION

Resolution #2018-04

Subject: TCD Governance Study

September 25, 2018

Whereas, Earlier this year, Thurston Conservation District (District) voted to adopt a system of "Rates and Charges" (R&C) to provide funding to support District activities.

And whereas, the Thurston County Board of Commissioners must now decide whether to approve the District's request

And whereas, A number of concerns have been raised about the District's management of finances. These have included:

- Appropriateness of staff pay
- Control over staff travel expenses and use of personal vehicles
- Confusing information on the District's budget
- Conflict of interest with grants
- Use of No-bid contracts.

And whereas, the District Board of Supervisors take these concerns seriously and are looking for proper ways to address these issues.

And whereas, the District Board of Supervisors want to assure that the taxpayer's investments are spent responsibly, the community has confidence in the District, and the District has credibility in our community

And whereas, the District would benefit from a thorough review of its governance and finances to find ways to improve the District's management.

And whereas, a comprehensive and useful study would take funding that the District does not have right now.

Hereby be it resolved that if the Thurston County Commissioners approve the District's Rates and Charges, the District Board of Supervisors commit the District to use the R&C assessment to fund a comprehensive review and assessment of the District's finances and governance, conducted by an independent third-party consultant. This would be a top priority for use of these funds, to begin as soon as possible in 2019.

And be it resolved that the scope would include

- The appropriate job classes the District needs, and the appropriate salary schedule for those classes
- The governance structure to ensure proper management and use of staff resources
- Policies needed for controlling costs and ensuring effective use of District funds, staff resources, and physical assets, including travel, grants, and contracts.
- Policies needed to ensure that conflict of interest and other ethical concerns are addressed

- Any other need identified by the District, County, or State Conservation Commission

And be it resolved that the study would review the practices of other Conservation Districts and nonprofit organizations of a similar size and with similar duties, and would make use of the three-year State Auditor review, which occurs later this year.

And be it resolved A tri-party Steering Committee should be created to scope and guide the study. The Steering Committee would be made up of representatives from the District, County, and State Conservation Commission, and could include elected officials, staff, and legal counsel, as appropriate.

And be it resolved This study, including its scope, schedule, reporting requirements, and implementation could be included as part of the Memorandum or Agreement accompanying the R&C authorization.

Passed by a vote of the Thurston Conservation District Board of Supervisors:

Signed, District Board of Supervisors Chair

Date



Thurston Conservation District

RESOLUTION

Resolution #2018-05

Subject: Hiring of a Human Resources Consultant

Whereas, RCW RCW 89.08.210 authorizes that "supervisors may employ a secretary, treasurer, technical experts, and such other officers, agents, and employees, permanent and temporary, as they may require, and determine their qualifications, duties, and compensation."

And,

Whereas, RCW 89.08.210 also states that " supervisors may delegate to their chair, to one or more supervisors, or to one or more agents or employees such powers and duties as it deems proper." **And,**

Whereas, Thurston Conservation District (the District) has need of a Human Resources (HR) consultant to provide technical expertise,

Hereby be it resolved that the District Board of Supervisors establish the position of District HR Consultant, to be filled by a short-term contract for four months.

And be it resolved that duties of the HR Consultant be prioritized to address:

1. Negotiations with the WFSE union
2. Resolution of the complaints to the HR Commission
3. Establishing policies and procedures that help ensure compliance of the District with state and federal employment and labor laws
4. Addressing HR issues raised by the District's insurance agent and by the State Conservation Commission.

And be it resolved that the District Supervisors allocate \$8,000 from the District's budget for this purpose, and request that the Interim Executive Director propose a budget with this allocation included.

And be it resolved that the Executive Director will publish a request for Qualifications for HR consulting firms to provide qualifications and a scope of work with proposed compensation to meet the objectives of the position.

And be it resolved that the Board of Supervisors will review the qualifications and compensation proposed by consulting firms and choose a firm to hire for this position.

And be it resolved that outside of official District Board meetings the position will work solely on tasks approved under this resolution or assigned by the Board as a whole, and will be jointly managed by the Interim Executive Director, and by the Chair of the Board of Supervisors or a Supervisor that he delegates.

Passed by a vote of the Thurston Conservation District Board of Supervisors:

Signed, District Board of Supervisors Chair

Date

Tab 7

To: TCD Board of Supervisors
From: Sarah Moorehead (*Interim Executive Director*)
Date: October 30, 2018
Subject: Interim Executive Director's Report



Priority Initiative Updates

Rates and Charges

The Thurston Board of County Commissioners held a public hearing on TCD's proposed System of Rates and Charges on Tuesday, September 25th, 2018 at the Thurston County Courthouse. Public comment received reflected 180 in favor, 5 opposed.

The final step in the process to secure Rates and Charges is approval by the Thurston Board of County Commissioners. If approved, collection would begin in 2019. This item will be presented during the October 30th, 2018 Thurston Board of County Commissioners agenda setting meeting for inclusion in a subsequent regular business meeting for consideration.

Cost Share Implementation

TCD staff have completed implantation of a cost share project for waste transfer for a producer in the Chehalis Watershed using WSCC Natural Resource Investment (NRI) funding. In addition, staff are wrapping up a culvert removal cost share project on a cattle ranch in the Skookumchuck Watershed through WSCC NRI. TCD staff have entered 16 projects into the Conservation Practice Data System (CPDS) that are awaiting cost share funding through WSCC Shellfish funds, focusing on watersheds throughout Thurston County.

District Operations

Staffing Capacity

This is a follow up report from the March, June and September 2018 TCD Board Meetings to increase staffing capacity. Progress has been made on filling vacant positions; beginning with a permanent accountant. Moving forward, securing a full-time natural resource specialist and a shared full-time education assistant/SSGREEN Educator are expected to filled next. Recruitment for these positions has been postponed to November, to allow for approval of necessary grant funding and the outcome of Rates and Charges. Incoming DOH and DOE grants will be vital to support these new positions entering into 2019 and create the funding base to support ongoing priorities, such as the Voluntary Stewardship Program by allowing enough funding to support increasing long-term technical capacity.

The natural resource specialist position will primarily focus on conservation planning, cost share implementation and implementation of the Voluntary Stewardship Program, including development of ISPs. The education assistant position will support our district's educational programming, events, social media and workshops (fulfilling the role of our previous TCD AmeriCorps position), as well as, directly fill the role of the previous SSGREEN AmeriCorps position.

Needs for additional technical and administrative staffing resources should be included in the 2019 Annual Budget, pending sufficient funding.

2019 Annual Budget Development Process

Due to the delay in anticipate approval date of Rates and Charges and other vital grant funding, staff's objective for the October 20th, 2018 Board meeting is to begin discussion with the Thurston CD Board to assess priority items for inclusion in the 2019 Annual Budget. An outcome of the initiative to secure Rates and Charges is expected to take place in early November, providing foundational direction to Thurston CD's budget development process.

Therefore, a draft 2019 Annual Budget inclusive of TCD Board Supervisor priorities, including staffing needs and unallocated unrestricted funds will be provided to the Board for discussion and feedback at the November TCD Board Meeting. Staff will then compile feedback on the draft budget and provide a final budget at the next regularly scheduled Board meeting. Please feel free to submit feedback at any time and staff will compile them for discussion and prioritization by the full Board.

The TCD Board Auditor, and other members of the TCD Board, are encouraged to participate in the process by reviewing documents and proposals distributed from staff, sharing ideas and input throughout the development process, and asking questions to ensure a solid understanding of TCD's financial needs and abilities for the coming year.

2018 Accountability Audit (2015-2017)

The WA State Auditor's Office will begin our routine three year accountability audit in late October. An engagement letter is included in the October 30th, 2018 Board Meeting packet for review and Board signature.

Appendix C Project Proposal

Project Number	#18-2153
Project Name	South Sound Prairies Rare Species
Sponsor	Center for Natural Lands Management

Project Name/Number	Status	Status and Relationship
15-1511 Restoration of Prairies and Wetlands	Project Completed	Conducted prairie restoration on multiple sites, including some sites in current proposal where we are building on those efforts.

Project Brief

This restoration project will enhance habitat and help expand populations of rare, but not currently federally-listed species, helping to keep these species from becoming listed. The imperiled species include butterflies and birds.

Project Location

Work will occur in the Thurston County portion of the South Puget Sound Prairie Landscape, all within the Chehalis River watershed. Restoration sites range from near Tenino westward towards Oakville; sites are primarily legally-protected prairie conservation areas. Five sites in total will be restored.

Problem Statement

The prairies and oak woodlands of western Washington are one of the rarest ecosystems in the United States, with greater than 90% of the habitat destroyed. One consequence is further endangerment of rare species, potentially leading them to be listed as threatened or endangered by the US Fish and Wildlife Service. The potential listing of additional species in Thurston County has huge political and economic implications. The listing of the Mazama pocket gopher and the efforts to conserve the species has created a significant political challenge, and large economic impacts.

Taking steps to preclude listing of additional species is a prudent action and is being applied with other conservation actions. This philosophy underpins Thurston County and Tumwater/Bush Prairie Habitat Conservation Plans, which include species that are not federally listed.

This project will enhance habitat that part of on-going conservation and restoration efforts in core conservation areas and important tribal resource sites. Implementing actions that benefit the target species, and their habitat, will add resiliency to these locations and help to maximize the conservation value of areas already set aside for conservation. These sites are also within core ranges of target species, or desired range expansions that will benefit the species.

Ecological Resources

Species	Life History Present	Current Population Trend	Endangered Species Act Coverage
Valley silverspot- <i>Speyeria zerene bremnerii</i>	All life stages	Declining	Federal – No State - Candidate
Puget blue- <i>Icaricia icarioides blackmorei</i>	All life stages	Stable	Federal – No State - Candidate
Hoary elfin- <i>Callophrys polios</i>	All life stages	Declining	Federal – No State – No
Puget Sound fritillary- <i>Speyeria cybele pugetensis</i>	All life stages	Declining	Federal – No State - No
Oregon vesper sparrow- <i>Pooecetes gramineus affinis</i>	Breeding	Declining	Federal – No - Proposed State - Candidate
Western bluebird- <i>Sialia mexicana</i>	Breeding	Stable/Increasing	Federal – No State - No

Limiting Factors, Limiting Life Stages

While specific limiting factor studies have not been conducted on each of the target species, generally similar species in the same habitats have proven to be limited by resources in those habitats. For butterflies, this is larval host plants, while for birds it is breeding habitat. Fortunately, these limitations are amenable to restoration efforts. Specific larval host plants can be seeded into habitat to further develop those habitats. For bluebirds, nest cavities are limiting but a suitable proxy is provision of nest boxes. Less is known for the vesper sparrow, though recent observations suggest that the species is sensitive to having a shrub component within its grassland habitat.

Specific host plants for the target butterfly species are: Valley silverspot and Puget Sound fritillary—*Viola adunca* and *Viola praetensis*; Puget blue – *Lupinus albicaulis*; Hoary elfin – *Arctostaphylos urva-ursi*. Restoration and enhancement of these host plants will create greater larval host areas, areas that are depleted in the current conditions.

Creating and Sustaining Jobs

The project will create 11.25 FTEs.

The project will sustain 5.3 FTEs.

Total FTEs supported is 16.55.

Specifically the project will create a new prairie restoration team in collaboration with the Confederated Tribes of the Chehalis Reservation. This team will, at times, will be supplemented by VetCorps and Americorps members, while working independently at other times.

Technical assistance for all restorationists will be supplied by sustaining positions, including a full-time Restoration Specialist, that was originally funded by a previous WCRRI project. Additional science and training support will also be supplied by staff experienced in prairie restoration.

Local Community Benefits

Direct community benefits will be derived from viewing and enjoying the rare species in the prairie environment. This includes Prairie Appreciation Day, when more than 1,000 individuals visit Glacial Heritage Preserve and Mima Mounds NAP with interpretation from area experts. These and other interpretation events help create an increased awareness of these rare species and the efforts to keep them from further decline. Additionally, restoring prairie habitat and species to Chehalis tribal lands will enhance harvesting opportunities of camas and other plants important to the tribes.

The potential largest benefit will come if enhancement actions preclude the need to federally list the species as threatened or endangered. The impact of the Mazama pocket gopher on Thurston County and its residents has been tremendous. If this project, and complementary efforts, is successful in helping to preclude listing, then the community will receive both economic and social benefits.

Good Fit with WCRRI

The South Sound Prairie project extends the geographic and ecological range of the WCRRI program, bringing an expanded set of legislative supporters and outreach opportunities. Focused on an area currently negatively economically impacted by presence and protection of endangered species, the project offers a proactive approach that helps alleviate current and future problems.

The project also focuses on providing training and job opportunities for Native Americans, Veterans and young adults, that will benefit most from the employment and learning opportunities offered. For instance, the Center for Natural Lands Management's (CNLM) partnership with the WA Veterans Administration on the VetCorps Program has already established a track record of successfully aiding Veterans that are struggling. The mission oriented ethic of CNLM matches well with many veterans. Combined with the eco-therapy of working outside on active restoration and the enhanced access to VA programs, the VetCorps program has improved lives, while supporting restoration.

Similarly, CNLM has a proven program for AmeriCorps members, one that provides opportunities beyond most positions available for young adults. Participants of the program gain direct experience and responsibility for conservation actions and outcomes. Guided by experienced staff, the AmeriCorps members produce independent projects of substantial quality. Many of the science or restoration members participate in projects that result in refereed science papers. This has led to very good placement of members once they finish the program.

The prairie restoration project will also support the creation of a prairie restoration team, envisioned for young adults, through the Confederated Tribes of the Chehalis Reservation. A consistent concern among tribal leaders is that there aren't enough young tribal members trained in natural resources, leading to a dearth of qualified individuals to fill important tribal land management and biologist positions. This will provide meaningful employment and training for tribal members, working on improving a habitat that was, and still is, a central part of their cultural heritage.

Project Goals and Objectives

Project Goal - The South Sound Prairie Restoration Project will result in enhanced habitat and should, over time, encourage robust populations for multiple rare species. These improvements will integrate with other prairie restoration efforts in the ecoregion and will preclude the need to list these species as federally endangered. The resulting lack of restrictions and regulations will allow the area to create resilient human communities while maintaining ecological resources. Additionally, through integrating a variety of groups into the restoration, substantial individual benefits will accrue and new partnerships will expand overall prairie conservation in the region.

Project Objectives

Habitat – The amount of suitable and occupied habitat for rare species will increase at each restored site, specific numbers will be generated based on initial surveys. For butterflies this will be primarily due to increased forb diversity and abundance, especially larval food and nectar species. Bluebird nest boxes will be established at preserves without them and expanded on those that currently support bluebirds, while vesper sparrow habitat, with increased shrub and debris components, will be established.

Metric – Field surveys of habitat conditions specific to target species.

Community – New, specific actions for the target species will generate increased cooperative conservation projects in the Puget Sound Prairies for these species. The recognition of improvements in the habitat for these species will help alter public perception of prairie conservation and will help preclude federal listing of the species.

Metric – Tracking of the number of new projects that include target species in their objectives. This will be tracked the Joint Base Lewis-McChord Sentinel Landscape group. Complementary projects include restoration and habitat acquisition projects within the project area.

Implementation – Individuals that participate in the project will learn restoration skills and knowledge of the ecology of the prairie system. The training, and other support programs, will help individuals to progress in their quality of life and their careers.

Metric – Exit interview and survey at end of term for participants.

Project Details

Narrative description - The South Puget Sound Prairie Restoration Project will restore habitat for a set of rare, though not federally listed, butterfly and bird species. The Project's ecological goal is to generate species specific habitat enhancements that will positively affect the status of these species. The Project's focus on these species will be a catalyst for additional projects that will complement the outcomes and should eventually lead to precluding these species from listing. Restoration actions will occur on protected prairie lands and will be based on proven prairie restoration techniques.

Scope of Work/Project Deliverables – Restoration actions will take place at six sites, all within the Chehalis River Watershed and in the South Puget Sound Prairie Landscape. Most of the sites are currently 'protected' conservation sites, under ownership by an agency or non-profit land trust, and have received initial prairie restoration previously. The properties owned by members of the Chehalis Tribes have received initial mowing treatments but would greatly benefit from additional restoration

treatments such as fire and native seeding. By building on these previous efforts the current project can focus much of its action on enhancement actions, rather than substantial effort placed towards removing the initial of pest plants like Scotch broom. By helping to further restore protected lands, the project increases the conservation value of these lands that the public has already paid for, with an eye towards maximizing the conservation value on each site.

Generally restoration actions will include targeted control of pest plants, seeding and plugging of native prairie plants and installation of nest boxes and other wildlife structures.

- Pest plant control is needed to continue on-going efforts on the sites, especially controlling remaining individuals within targeted locations. For instance, at Mima Mounds NAP, Scotch broom and Cascara have reinvaded previously treated areas. Follow-up treatment will be of lower intensity and will keep the habitat functional. Actions will follow the best practices established for South Sound Prairies and includes mechanical and chemical control of individuals. Pest plant control will include control of selected Douglas-fir where they are overtopping oaks or invading grasslands.
- Direct seeding has been determined to be the best technique available to establish most grassland forbs and grasses. Typically the site is prepared with prescribed fire and follow-up treatments, which are part of on-going efforts at the sites. Adding host plant and nectar specific species to the seeding will enhance conditions for the target species. Direct seeding into areas prepared without fire will also be conducted. Plugging of individual plants will be undertaken where individual shrubs are needed to improve vesper sparrow habitat.
- Installation of bluebird nest boxes is a well proven technique to substitute for the native cavities that are lacking in the landscape. These installations will take into consideration, a) the needs of the bluebirds, and b) visibility to the public. Bluebirds, and 'trails' of bluebird boxes have proven to be effective ambassadors for natural areas. Vesper sparrows are not quite as charismatic as blue birds, but construction of structures such as woodpiles or downed trees, can add considerably to their habitats.

Site Specific Actions –

Cavness Ranch	Acreage = 600
Primary Actions	Pest plant control; Habitat enhancement, seeding, plugging, vesper sparrow habitat, bluebird boxes
Specific Actions – Year 1	Prepare additional acreage for enhancement seeding, prepare small patches near oak woodland for seeding, control pest plants as needed. Conduct seeding based site conditions and seed availability.
Year 2	Follow-up pest plant control. Conduct seeding based on site conditions and seed availability. Enhance bluebird and vesper sparrow habitats

Chehalis Tribal Land	Acreage = 25
Primary Actions	Pest plant control; Habitat enhancement, seeding, plugging, bluebird boxes
Specific Actions – Year 1	Initiate Scotch broom control on site, with focus on creating patches of grassland 'free' of broom. Prepare patches for seeding and plugging. . Conduct seeding based site conditions and seed availability. Enhance bluebird habitat.

Year 2	Continue Scotch broom control on site, with focus on expanding patches of grassland 'free' of broom. Prepare patches for seeding and plugging. . Conduct seeding based site conditions and seed availability. Enhance bluebird habitat.
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Glacial Heritage Preserve	Acreage = 1,100
Primary Actions	Pest plant control; Habitat enhancement, seeding, plugging, vesper sparrow habitat, bluebird boxes
Specific Actions – Year 1	Assist with follow-up plant pest control, especially Scotch broom and tall oatgrass. Prepare priority location for seeding and conduct seeding as conditions and seed availability dictate. Enhance bluebird and vesper sparrow habitats.
Year 2	Assist with follow-up plant pest control, especially Scotch broom and tall oatgrass. Prepare priority location for seeding and conduct seeding as conditions and seed availability dictate. Enhance bluebird and vesper sparrow habitats.

Mima Mounds NAP	Acreage = 637
Primary Actions	Pest plant control; Habitat enhancement, seeding, plugging, bluebird boxes
Specific Actions – Year 1	Control Scotch broom and cascara in priority locations. Assist with spot spray, or other control methods, of Scotch broom resprouts and germinates throughout the Natural Area. Plugging of kinnicknick. Potential seeding into priority areas, based on site preparation. Expansion or maintenance of bluebird boxes on adjacent to Natural Area.
Year 2	Follow-up of priority Scotch broom and cascara sites. Control sprouting of cascara. Seeding and plugging continue based on site preparation.

West Rocky Prairie Wildlife Area	Acreage = 410
Primary Actions	Pest plant control; Habitat enhancement, seeding, plugging, vesper sparrow habitat, bluebird boxes
Specific Actions – Year 1	Assist with follow-up plant pest control, especially Scotch broom and tall oatgrass. Prepare priority location for seeding and conduct seeding as conditions and seed availability dictate. Enhance bluebird and vesper sparrow habitats.
Year 2	Assist with follow-up plant pest control, especially Scotch broom and tall oatgrass. Prepare priority location for seeding and conduct seeding as conditions and seed availability dictate. Enhance bluebird and vesper sparrow habitats.

Cost Determination – Cost estimates are based on completion of similar efforts over the 25 year history of the Puget Prairie restoration efforts. Seed costs are derived from CNLM's native seed nursery at Violet Prairie Preserve. Labor estimates are based on time and effort of completing similar actions previously.

Design Alternatives – Primary alternatives for the project included alternative sites and additional species. Some potential sites were eliminated due to the recommendations of the site managers, or their preference for specific sites. Species such as Oregon branded skipper and Sonoran skipper were eliminated due to lack of clarity of effectiveness of specific restoration actions.

Lessons Learned – This project builds on 25 years of trials and projects within the South Puget Sound Prairie Landscape. Best management practices continue to evolve and improve due to the use of adaptive management on most projects. The latest discussions on management techniques are communicated through the Cascadia Prairie Oak Partnership, which is facilitated by Center for Natural Lands Management. Recently, considerable interchange has also occurred within the Joint Base Lewis McChord Sentinel Landscape Group and the JBLM Army Compatible Use Program. Through these programs multiple agencies and non-profits interact to produce projects with the latest information. This project derives from discussions with those partners, including the need to conserve the target, non-listed, species.

Long-term Stewardship – One advantage of focusing on protected prairie areas is that long-term stewardship is already considered, planned and budgeted on multiple sites. On state agency sites this management is part of their operations budgets. At CNLM owned sites there is a stewardship endowment in place to assist with stewardship. Long-term stewardship on the Chehalis Tribal and Cavness Ranch sites are unknown.

Importance of Project Timing

The timing of the project is affected by two factors – the status of the restoration efforts on the sites and the political environment. The project could not proceed effectively until preliminary restoration of the sites was completed. The primary task has been control of pest plants such as Scotch broom and tall oatgrass. Once a site has entered a phase of vegetation enhancement the specific enhancements for rare species are much more effective. The protected sites of the project have progressed through these restoration steps and are ready to be further enhanced.

In terms of timing of political concerns with listed species time is critical. The continuing decline of the target species is concerning. For instance, the vesper sparrow is now likely the rarest bird in western WA, rarer than the threatened streaked horned lark. Similarly, the hoary elfin in the South Puget Prairies has been identified as a distinct taxa and occurs today at only 4 known locations. Hoary elfins were abundant across the prairie historically. The listing of these species could pose considerable political challenges, demonstrating that restoration can improve the status of these species will be a critical factor in any potential listing determination.

Larger Project Strategy

This project is part of a larger strategy to conserve and restore prairies in the South Puget Sound region. These efforts are spurred on due to the conservation status of the habitat, one of the rarest in the US, and individual species, 3 federally listed species. The importance of these efforts is illustrated by Joint Base Lewis-McChord's reliance on prairie grasslands for military training. The impact of listed species on the ability of the Army to train on the installation is a major driver and funding source for efforts both on

and off the installation. The refined species-targeted restoration efforts of this project are complimentary to the efforts underway from the federally-listed species. By expanding beyond these listed species restorations will create resilient habitats that can help a broad range of species.

Sponsor's Experience

The South Sound Program of CNLM has been an on-going project for 24 years. It was started as part of The Nature Conservancy and transferred to CNLM 2011. The Program has completed hundreds of grants pertaining to prairie conservation and has worked effectively with a broad range of partners and funding sources. CNLM has successfully completed a previous project for WCRRI on prairie restoration. CNLM has a dedicated grants manager to assist with contracting and billing. Other staff include experienced restorationists, scientists and program managers. CNLM has developed and maintains a prescribed fire program and a native seed nursery, both critical for these habitats and their enhancement.

Landowner Names

Cavness Ranch – Arline Cavness (Conservation Easement held by The Nature Conservancy, prairie and oak woodlands managed by CNLM.)

Chehalis Tribal Land – Confederated Tribes of the Chehalis Reservation

Glacial Heritage Preserve – Thurston County

Mima Mounds Natural Area Preserve – WA Dept. of Natural Resources

Violet Prairie-Scatter Creek – Center for Natural Lands Management

West Rocky Prairie Wildlife Area – WA Dept. of Fish and Wildlife

Project Partners

The Confederated Tribes of the Chehalis Reservation will be hosting a crew of restoration technicians. The crew will work both independently and in cooperation with a crew from Center for Natural Lands Management. The program is part of an effort to develop awareness, job skills and increased interest in the culturally significant landscape of prairies.

VetCorps and Americorps members working with CNLM will continue to be contracted by their respective sponsoring group, WA Dept. of Veterans Affairs and Washington Service Corps.

Stakeholder Outreach

This project has not experienced any opposition or concerns. Conservation partners are enthusiastic and believe it is synergistic with other current and future actions. Since actions are occurring on lands already dedicated to conservation, and the effort is to help preclude future listings, the project has widespread support. There are no public safety concerns.

Supplemental Questions

Design Process

The project does not involve construction of infrastructure or landscape manipulations.

Licensed Engineer

No licensed engineer is needed for the project design.

Streambank Stabilization

No streambank stabilization is involved.

Invasive Species Introductions

All seed used in this project will be tested at an accredited seed testing facility for purity and presence of invasive species.



Dear Patrick Dunn:

I am writing on behalf of the Thurston Conservation District in support of your proposal to the Washington Coast Restoration and Resiliency Initiative, entitled "South Sound Prairies Rare Species." This project will help to advance our vision of healthy, functioning ecosystems in Thurston County through on-the-ground restoration of prairie and oak habitat for rare species. Additionally, partnerships and training programs with both the Veteran Conservation Corps and the Chehalis Tribe expand the reach of conservation to underserved communities in our region.

I am happy to support this project. Please contact me with any questions.

Sincerely,

Eric Johnson
Board Chair
Thurston Conservation District

