



Thurston Conservation District Board of Supervisors

Regular Meeting Agenda

October 24th, 2019 (5:30pm - 8:00pm)

2918 Ferguson St SW, Suite A, Tumwater, WA 98512, 360.754.3588

1. **Welcome, Introductions, Audio Recording Announcement** **5:30 PM**
5 minutes
2. **Agenda Review** **5:45 PM**
5 minutes
3. **Consent Agenda – Action Item** **5:50 PM** *A/S: 92*
5 minutes
 - A. September Financial Report
 - B. August 22nd, 2019 Board Meeting Minutes
 - C. September 26th, 2019 Board Meeting Minutes
 - D. VSP MOU
 - E. Sentinel Landscape Grant Agreement
4. **Public Comment** **5:55 PM**
*Three minutes per person *15 minutes*
5. **Partner Reports** **6:10 PM**
10 minutes
 - A. Natural Resources Conservation Service (NRCS), *Jeff Swotek*
 - B. Washington State Conservation Commission (WSCC), *Jean Fike*
 - C. Washington Association of Conservation Districts (WACD), *Doug Rushton*
 - D. National Association of Conservation Districts (NACD), *Doug Rushton*
 - E. Department of Ecology, *Sheila Marcoe*
6. **Financial Report** **6:20 PM** *A/S: 92*
15 minutes
 - A. 2020 Budget Development, *Sarah Moorehead*
 - B. Rates and Charges Renewal Update, *Sarah Moorehead*
7. **Governance** **6:35 PM** *A/S: 92*
15 minutes
 - A. November Work Session Topic List, *All*
 - B. TCD Policy 1.5: Associate Supervisors - Implementation Discussion, *All*
 - C. Citizens Advisory Policy: Development, *All*
 - D. Executive Director Evaluation Process, *All*
 - E. Strategic Planning Process Update, *All*

- 8. Executive Session: To discuss pending litigation with legal counsel.** **7:05 PM**
10 minutes
RCW 42.30.110 (i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.
- 9. Executive Session Report Out** **7:25 PM**
5 minutes
- 10. Closed Session: To discuss collective bargaining negotiations.** **7:30 PM**
10 minutes
This session is closed and excluded from application of the OPMA by RCW 42.30.140 (4)(a) :Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress..
- 11. Closed Session Report Out** **7:40 PM**
5 minutes
- 12. Other Reports** **7:45 PM**
15 minutes
A. Board of Supervisor Reports
B. Executive Director Report
C. Correspondence
- Adjourn** **8:00 PM**

Time Allotment: 2hr 30 min
Key: A/S (Annual & Strategic Plans)

Important Dates

October

19th	Orca Recovery Day: 10am – 2pm	West Bay Park (Olympia)
24th	Regular Monthly Board Meeting: 5:30pm - 8pm	TCD Office

November

2nd	Workshop: Irrigation Efficiencies & System Set Up	Helsing Junction Farm
7th	TCD Board Work Session: 3pm - 5pm	TCD Office
11 th	TCD CLOSED – Veteran’s Day	
12th	Strategic Planning Community Session	SPSCC Lacey Campus
13th	Workshop: Drought Tolerant Cropping	WSU Extension (Fairgrounds)
14th	Strategic Planning Community Session	Yelm Community Center
19th	Strategic Planning Community Session	Gate School House
21st	Regular Monthly Board Meeting: 5:30pm - 8pm	TCD Office
28th	TCD CLOSED – Thanksgiving Day	
29th	TCD CLOSED – Columbus Day Observed	

December

2nd – 3rd	WACD Annual Meeting	Tacoma, WA
10th	Climate Change Impacts on Local Agriculture: Producer Panel	Brighton Park Grange
12th	Board Work Session & Meeting: 3pm - 8pm	TCD Office
25th	TCD CLOSED – Christmas Day	

Tab 3

Thurston Conservation District Consent Agenda Decision Sheet October 24th, 2019



Consent Agenda - Action Item

- A. September Financial Report
 - B. August 22nd, 2019 Board Meeting Minutes
 - C. September 26th, 2019 Board Meeting Minutes
 - D. VSP MOU
 - E. Sentinel Landscape Grant Agreement
-

A. September Financial Report

Proposed action: accept without amendment and approve.

Action taken:

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

B. August 22nd, 2019 Board Meeting Minutes

Proposed action: accept without amendment and approve.

Action taken:

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

C. September 26th, 2019 Board Meeting Minutes

Proposed action: accept without amendment and approve.

Action taken:

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

D. VSP MOU

Proposed action: accept without amendment and approve.

Action taken:

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

E. Sentinel Landscape Grant Agreement

Proposed action: accept without amendment and approve.

Action taken:

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

ADOPTED BY THE BOARD OF THE THURSTON CONSERVATION DISTRICT,
WASHINGTON ON OCTOBER 24TH, 2019 AND EFFECTIVE IMMEDIATELY.

SIGNED:

Paul Pickett, Board Chair

TJ Johnson, Vice Chair

David Iyall, Board Member

Doug Rushton, Board Auditor

Betsie DeWreede, Board Member

ATTEST:

Sarah Moorehead, Executive Director

The Financial Report

will be electronically

sent out October 22,

2019



Meeting: 5:30pm – 8:00pm

Present at Meeting:

Paul Pickett, TCD Board Chair (arrived late)
Doug Rushton, TCD Board Auditor
TJ Johnson, TCD Board Vice-Chair
Betsie DeWreede, TCD Board Supervisor
Jean Fike, Conservation Commission

Sarah Moorehead, TCD Executive Director
Ben Cushman, TCD Attorney
Leah Kellogg, TCD Staff
Tony Wilson, Public
Shelia Marco, Department of Ecology

Summary of Action Items:

1. The review of the August 2019 Minutes has been moved to Oct. Work Session.
2. VSP MOU will be added to the Oct. Consent Agenda.
3. A Department of Ecology update will be added to the Agenda under the Partners Reports.
4. Supervisors attending the NACD Southwest Meeting will register with ED Moorehead.
5. On the Budget and in an official capacity, the former “Office Relocation Fund” will now be referred to as the “Conservation and Education Center”.
6. ED Moorehead will work with Supervisor Pickett on some talking points for the strategic plan public meetings for discussion at the October work session.
7. Strategic Plan Staff ideas will be made available to the Board for their review.
8. ED Moorehead will provide recommendations on an evaluation process for her position for the October work session.
9. ED Moorehead will draft a hierarchy of Policy needs broken into two categories: issues related to staff that might be affected by collective bargaining and issues related to the Board that is not likely to be affected by bargaining.

Summary of Motions Passed:

1. *Supervisor Rushton moved to adopt the Revised Agenda. Supervisor DeWreede seconded. Motion passed unanimously.*
2. *Supervisor Rushton moved to adopt the revised Consent Agenda. Supervisor DeWreede seconded. Motion passed unanimously.*
3. *Supervisor Rushton moved to table passing the August 2019 Minutes until they can review them at the October Work Session and add to the Consent Agenda for the October Regular Board meeting. Supervisor DeWreede seconded. Motion passed unanimously.*
4. *Supervisor Pickett moved to adopt and send Resolutions to NACD meeting. Supervisor DeWreede seconded. Motion passed unanimously.*
5. *Supervisor Pickett moved to adopt Whatcom Conservation District Policy “identifying on on-farm renewable energy development and soil health”. Supervisor DeWreede seconded. Motion passed unanimously.*
6. *Supervisor Pickett moved to work with the WACD to consider a study and adopt Southwest Conservation Election Reform. Supervisor DeWreede seconded. Motion passed unanimously.*
7. *Supervisor Pickett moved to work with the WACD and Long Term Sustainability Funding Committee to adopt the resolutions with new language. Supervisor DeWreede seconded. Motion passed unanimously.*
8. *Supervisor Pickett moved to adopt recommended Midyear Budget as proposed by Staff. Supervisor DeWreede seconded. Motion passed unanimously.*

38 9. Supervisor Rushton moved to approve TCD Policy 1.5 Associate Board Supervisors as amended.

39 DeWreede seconded. Motion passed unanimously

40 10. Supervisor Rushton moved to adjourn. Supervisor Pickett seconded. Motion passed unanimously.

41 Full Version of the Minutes

43 Welcome & Introductions

44 Supervisor Pickett was late, and Vice Chair Supervisor Johnson called the meeting to order at 5:32 pm.
45 Thurston CD Board, Staff, partners, and public introduced themselves. The meeting was being audio
46 recorded.
47

48 Agenda Review - Action Item

- 49) Items in the agenda were reordered and two items tabled.
- 50) A quick election update was added.
- 51

52
53 *Supervisor Rushton moved to adopt the Revised Agenda. Supervisor DeWreede seconded. Motion passed*
54 *unanimously.*
55

56 Consent Agenda – Action Item

- A. August Financial Report
- B. August 22nd, 2019 Board Meeting Minutes remove from Consent Agenda to be
addressed as separate item after Consent Agenda and before Public Comment
- C. WSCC Cost Share Contract: Participant ID 17423
- D. WSCC Cost Share Contract: Participant ID 17436
- E. WSCC Cost Share Contract: Participant ID 11437
- F. WSCC Livestock TA Addendum
- G. VSP MOU Tabled
- H. Sentinel Landscape Grant Agreement Tabled
- I. Reschedule November and December Board Meeting and Work Session Dates

57
58 Note: Supervisor Pickett arrived at 5:39 pm and is in attendance. Supervisor Johnson continued to chair
59 the Board Meeting.
60

61 *Supervisor Rushton moved to adopt the revised Consent Agenda. Supervisor DeWreede seconded. Motion*
62 *passed unanimously*
63

64 Reviewing Past Meeting Minutes

65 Minutes for August 22, 2019 have been recently revised and the Board needs time to review before they
66 approve.
67

68
69 *Supervisor Rushton moved to table passing the Minutes for August 22, 2019 until they can review them at the*
70 *October Work Session and add to the Consent Agenda for the October Regular Board meeting. Supervisor*
71 *DeWreede seconded. Motion passed unanimously*
72

73 Public Comment

74 Tony Wilson, Public

Shelia Marco, Department of Ecology

Ms. Marco offered to present a monthly DOE update along with our other Partner Reports.

Supervisor Pickett moved to include the Department of Ecology in our Partner Report on our Agenda, Supervisor Rushton seconds.

Counsel Cushman recommended not making an official Motion, if it ceases to happen another motion would be necessary. Supervisor Pickett withdrew the Motion.

The Board expressed a consensus to add the DOE update to the Agenda as a new regular item.

Partner Reports

A. Natural Resources Conservation Service (NRCS), Jeff Swotek

- Jeff Swotek was absent - no report.

B. Washington State Conservation Commission (WSCC), Jean Fike

-) WSCC would like to coordinate the issue of election reforms. Commission meeting and strategic priority has been established.
-) WSCC took “no action” on its investigation of Supervisors Rushton and Pickett, which ends their investigation.
-) Decision package of the Legislative Budget has been decided on.
-) The WSCC found the CAPP to be all good, and wrote up a letter of compliance for TCD.

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

-) Tom Salzer offered and accepted the position of Executive Director of WACD starting Jan. 2, 2020.
-) Dec. 3rd and 4th is the WACD meeting, all Supervisors are encouraged to attend.
-) It is suggested that WACD adopt a strategic plan and examine when the WACD holds their meetings to coincide with other organizations.

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

-) Las Vegas meeting coming up

E. WACD Resolutions [for these resolutions you should copy the titles from the printed resolutions I provided at the meeting].

-) Supervisor Pickett has drafted 3 resolutions for consideration at the NACD Southwest Meeting.
-) Whatcom CD has a resolution about climate change and soil health that is in alliance with TCD’s strategic Plan. Supervisor Pickett would like the Board to adopt Whatcom CD resolution as a TCD’s resolution.
-) Encouraged NACD to have distinct comprehensive outline of climate change policy so they can lobby the federal government. 3 Main issues: Cover admonition reductions, Carbon sequestration, and adaptation.

Supervisor Pickett moved to adopt the resolution titled “NACD Policy Issue Paper on Climate Change” to send to the WACD Southwest Region meeting. Supervisor DeWreede seconded. Motion passed unanimously.

Supervisor Pickett moved to adopt the resolution proposed by Whatcom Conservation District “Identifying on-farm renewable energy development and soil health” to send to the WACD Southwest Region meeting. Supervisor DeWreede seconded. Motion passed unanimously.

Supervisor Pickett described two resolutions, one that asked WACD for a study on district elections and alternative elections that will increase voter turnout, transparency, and accountability, and one for a study of sustainable funding with WACD. The two resolutions that concern elections and funding are linked.

Supervisor Pickett moved to adopt a resolution to send to the WACD Southwest Region meeting that requests WACD to consider a study of Election Reform. Supervisor DeWreede seconded. Motion passed unanimously.

Supervisor Pickett moved to adopt a resolution to send to the WACD Southwest Region meeting that the WACD and its Long Term Sustainability Funding Committee conduct a study of long-term sustainable funding alternatives. Supervisor DeWreede seconded. Motion passed unanimously.

Financial Report

A. Mid-Year Budget Revision Amendment 2019, Sarah Moorehead – Action Item

-) Staff described the revisions to the budget needed to address emerging changes to the District’s financial situation.

The Board suggested changing the name from “Office Relocation Fund” to “Conservation and Education Center” on the budget.

Supervisor Pickett moved to adopt recommended Midyear Budget as proposed by Staff. Supervisor DeWreede seconded. Motion passed unanimously.

B. Rates and Charges Renewal Update, Sarah Moorehead

-) Public hearing was on Tuesday September 24, 2019. Only 2 written comments were opposed and the rest supported the District’s request. During the hearing all testimony was in support but one person. ED Moorehead and the Board expressed satisfaction with the hearing.
-) Next Tuesday October, 1 2019 the County Commissioners will vote on whether they support the Rates and Charges request and what term they support, and set the final vote on the agenda for a future meeting.

Governance

A. Union Negotiations Update, Sarah Moorehead

-) Management and Staff are moving forward with process, the first meeting is Oct. 7. Supervisor DeWreede, Supervisor Pickett, and Executive Director Sarah Moorehead will be in attendance as the management bargaining team.

B. Strategic Planning, Sarah Moorehead

-) Staff presented an updated timeline for adopting a new Strategic Plan which was made with the direction of the Board.
-) Staff presented a list of big idea plans from the existing Strategic Plan.
-) Community Meetings are scheduled.

- 170 J Outreach and advertising will be on multiple platforms including: physical flyer
- 171 distribution, community and local business partner outreach, press release, local media
- 172 contacts and social media platforms.
- 173 J Counsel Cushman recommends Supervisors take notes during community meetings, so
- 174 there can be a record of where the ideas were collected. This will ensure that the public
- 175 input is being heard. Outside of Supervisors notes, Staff will take extensive notes as well.
- 176 J The Board discussed what information would be provided to the public. There was no
- 177 agreement, and the discussion will continue at the October work session. ED Moorehead
- 178 will work with Supervisor Pickett on some talking points.

179
180 **C. October Work Session Topic List, All**

- 181 J Approve August 22 minutes.
- 182 J Provide structure for evaluating Executive Director Position, including defining clear
- 183 expectations of the job. The hiring letter was shared with provides initial information on
- 184 evaluations and expectations. ED Moorehead will provide some recommendations for a
- 185 process.
- 186 J Discuss platforms to share a calendar between Supervisors and Executive Director.
- 187

188 **Executive Session: To discuss pending litigation with legal counsel 7:05-7:24pm**

189 Attendance: Supervisors and Counsel Cushman.

RCW 42.30.110

190 *(I) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal*
191 *counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an*
192 *official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse*
193 *legal or financial consequence to the agency.*
194

195 **Executive Session Report Out Open to the public 7:25pm**

196 No information to share or actions to take.
197

198 **TCD Policy 1.5: Associate Board Supervisors – Action Item**

- 199 J The appointment of an Associate Supervisor can take place at any time by the Board. Appointing a
- 200 supervisor for one year and annual review.
- 201 J Renewing supervisors yearly with a notification to incumbents in November and a vote on renewing
- 202 appointments in December.
- 203 J Termination process is with Board discretion with 2 weeks' notice to the affected Associate
- 204 Supervisor.
- 205

206 ***Supervisor Rushton moved to approve TCD Policy 1.5 Associate Board Supervisors as amended. Supervisor***
207 ***DeWreede seconded. Motion passed unanimously.***
208

209 The Board discussed future work for a comprehensive review of policies and prioritizing policies needing
210 revision. A task that would begin this process involves separating the Staff and Board Policies into two packets.
211 This would support the Board request to develop a hierarchy of Policy needs broken into two categories: issues
212 of collective bargaining and issues that are not collective bargaining from Staff. Staff is encouraged to draft a
213 list of Policies that need they would like to see addressed.
214

215 **Other Reports**

216 **A. Board of Supervisor Reports**

- 217) 2020 election update; Staff is working on cost effective options and best processes to
218 implement; we are currently ahead of timeline. A robust update will be presented at the Oct.
219 Work Session.
220) Joining TRCP will be part of the 2020 budget discussion.
221) Workshop at Supervisor Johnson's farm went very well. At a future work session the Board
222 would like hear a presentation on the Climate Change Tool Box Kit that was developed by
223 Staff member and used at the workshop.
224

225 **B. Executive Director Report, Sarah Moorehead**

- 226) Section 7 with USFWS for programmatic incorporation is in talks to incorporate TCD into the
227 program.
228) Nearly tripled the amount of cost share projects, record for the last few years. More projects
229 now than ever.
230) Drought public workshop dates posted.
231

232 **C. Correspondence**

- 233) None
234
235

236 **Adjourn 8:05pm**

237
238
239 *Supervisor Rushton moved to adjourn. Supervisor Pickett seconded. Motion passed unanimously*

240
241 Respectfully,

X

Paul Pickett
TCD Board Chair

242
243 Partner Reports - E the bracketed sentence needs to be dealt with.

Thurston Conservation District Board of Supervisors
August 22nd, 2019
Special Meeting Minutes (2:00pm - 5:00 pm)
Regular Meeting Minutes (5:30pm – 8:00pm)



Special Meeting: 2:00 pm – 5:00 pm

Present at Meeting:

Paul Pickett, TCD Board Chair	TJ Johnson, TCD Board Supervisor
Doug Rushton, TCD Board Supervisor	Jean Fike, Conservation Commission

1. Search Committee report

Supervisor Johnson summarized the results of the Executive Director Candidate search: Ten applications were received. Four applications were incomplete and ineligible. Six applications were reviewed and three were selected for interview. The three finalists met with staff and with the public at separate meetings on August 20th. A list of interview questions was developed for Board review.

The Board reviewed and edited interview questions.

Special Meeting recessed at 2:24pm

Executive Session: Evaluate the qualifications of an applicant for public employment, RCW 42.30.110 (g) To evaluate the qualifications of an applicant for public employment. Candidate Charlene Andrade, Jean Fike, and Supervisors Pickett, Johnson and Rushton were in attendance. 2:30pm – 3:00pm.

Special Meeting recessed.

Executive Session: Evaluate the qualifications of an applicant for public employment, RCW 42.30.110 (g) To evaluate the qualifications of an applicant for public employment. Candidate Tim O'Brien, Jean Fike, and Supervisors Pickett, Johnson and Rushton were in attendance. 3:15pm – 3:45pm.

Special Meeting recessed.

Executive Session: Evaluate the qualifications of an applicant for public employment, RCW 42.30.110 (g) To evaluate the qualifications of an applicant for public employment. Candidate Sarah Moorehead, Jean Fike, and Supervisors Pickett, Johnson and Rushton were in attendance. 4:00pm – 4:30pm.

Special Meeting recessed.

Executive Session: Evaluate the qualifications of an applicant for public employment, RCW 42.30.110 (g) To evaluate the qualifications of an applicant for public employment. Candidate Jean Fike, Supervisors Pickett, Johnson and Rushton were in attendance. 4:35pm – 5:00pm.

Special Meeting adjourned.

Regular Meeting: 5:30pm – 8:00pm

Present at Meeting:

Paul Pickett, TCD Board Chair	Sarah Moorehead, TCD Executive Director
Doug Rushton, TCD Board Supervisor	Ben Cushman, TCD Attorney
TJ Johnson, TCD Board Supervisor	Leah Kellogg, TCD Staff
Jean Fike, Conservation Commission	Tony Wilson, Public

Summary of Action Items:

1. Dissolve the position of Interim Executive Director.
2. The Executive Director will bring an updated copy of the Mid-Year Budget Revision for approval at the next meeting.
3. The findings in the Audit report will be sent to Enduris, The Executive Director will send the Report.
4. Draft a press release and send to the appropriate sources that announces the successful Audit Report and the WSCC renewed confidence in the district.
5. The results of meeting with County Auditor Mary Hall will be discussed in the September 12th Work Session.

Summary of Motions Passed:

1. *Supervisor Rushton moved to adopt the Revised Agenda. Supervisor Johnson seconded. Motion passed unanimously.*
2. *Supervisor Johnson moved to adopt the Consent Agenda. Supervisor Rushton seconded. Motion passed unanimously.*
3. *Supervisor Rushton moved to offer the position of Executive Director of Thurston Conservation District to Sarah Moorehead. Supervisor Johnson seconded. Motion passed unanimously.*
4. *Supervisor Johnson motioned moving \$10,000 from Government Training Study into legal fees and advises Staff to update the Mid-Year Budget Revision Amendment based on the changes to staffing. Supervisor Rushton seconded. Motion passed unanimously*
5. *Supervisor Johnson moved to appoint Supervisor Doug Rushton as Auditor until such time that the Board chooses to revisit that decision. Supervisor Pickett seconded. Motion passed. Supervisor Rushton abstained.*
6. *Supervisor Rushton motioned to approve the substantive term of the Shellfish MTA MOU with a signature to occur upon receipt of a contract that include terms incorporated by writing of terms incorporated by reference. Supervisor Johnson seconded. Motion passed unanimously.*
7. *Supervisor Rushton moved to re-adopt the Actions and Motions of Thurston Conservation District from February 2019 through July 2019. Supervisor Johnson seconded. Motion passed unanimously.*
8. *Supervisor Johnson moved to direct Council offer a settlement in an amount not to exceed \$6000.00 to resolve all claims against all parties in the Hanna case. The amount of which*

87 *will be offset in reduction of council fees in Hanna case with no net loss to the District.*

88 *Counsel recommends settling.*

89 *Supervisor Pickett and Rushton recused themselves and Supervisor Johnson voted aye. The*
90 *legal counsel advised that, in this case, with three as a Quorum, a vote of 1 aye and 2*
91 *recusals is a legal passage of the motion. Motion passed.*

92 *9. Supervisor Johnson moved to direct Staff to retain Jeff Freimund to represent the District in*
93 *the Cross Claim filed by Sean Newman in the West case and any other related claims.*

94 *Supervisor Rushton seconded. Motion passed unanimously.*

95 *10. Supervisor Rushton moved to adjourn the meeting. Supervisor Johnson seconded. Motion*
96 *passed unanimously.*

97 Full Version of the Minutes

98 Regular Monthly Meeting: 5:30 pm – 8:00 pm

99 **Welcome & Introductions**

100
101 Supervisor Pickett called the meeting to order at 5:30 pm. Thurston CD Board, Staff, partners, and
102 public introduced themselves. This meeting is being audio recorded.

103
104 Supervisor Betsie DeWreede was unavailable and was excused. (See next item regarding status of
105 Supervisor David Iyall)

106 **Washington State Conservation Commission Legal Update, Jean Fike**

107
108 Washington Conservation Commission held a special session on July 20, 2019 to discuss ongoing
109 Legal issues. Much of the meeting was in executive session. The Commission passed a Motion at
110 that meeting as follows:

111 ***Motion by Commissioner Longrie, to recommend that the Conservation Commission direct the***
112 ***Attorney General office to Appeal the decision by Superior Court in the matter of Johnson vs.***
113 ***Conservation Commission and enter the process of entering a Stay of Superior Court Judges***
114 ***decision, seconded by Commissioner Williams, motion passed.***

115
116 Fike noted that there is no written decision, and the timeline is uncertain. Counsel Cushman noted
117 that there is only an oral ruling, so the status of the affected Board seat is uncertain. Neither Richard
118 Mankamyer (the previous Supervisor in this seat) nor David Iyall (appointed later as Supervisor to
119 this seat by the Board) attended this meeting.

120 **Agenda Review**

121) Items in the agenda were reordered.

122) A quick election update was added.

Supervisor Rushton moved to adopt the Revised Agenda. Supervisor Johnson seconded. Motion passed unanimously.

Consent Agenda – ACTION ITEM

- A. July Financial Report
- B. July 2nd, 2019 Board Meeting Minutes
- C. July 25th, 2019 Board Meeting Minutes
- D. WACD Resolution: CD input into WSCC staff evaluations
- E. WACD Resolution: OPMA “whistleblower” protection
- F. WACD Resolution: WSCC Criteria for allegations against supervisors
- G. WSCC Cost Share Contract: 7632
- H. WSCC Cost Share Contract: 11306
- I. **Shellfish NTA MOU: removed, moved to 7-E before Governance**
- J. Riparian NTA MOU
- K. TRPC MOU
- L. WSCC Shellfish Cost Share Addendum
- M. WSCC Drought Funding Addendum

Supervisor Johnson moved to adopt the Consent Agenda. Supervisor Rushton seconded. Motion passed unanimously.

Hiring a TCD Executive Director

Supervisor Johnson reviewed the hiring process:

-) July 25, 2019: The Search Committee was formed at the regular Board meeting, consisting of Supervisor Doug Rushton, Supervisor T.J. Johnson and Nora White (representing Staff).
-) Notice of the position was posted in July on the website and other job sites with an application deadline of August 2, 2019.
-) Ten applications were received.
-) August 8, 2019: The committee met to review applicants. Four applications were incomplete and ineligible. The Committee reviewed six applications that met the criteria, and recommended 3 candidates to recommend for interviews and a Board decision.
-) August 8, 2019: The Board at its Work Session approved 3 candidates: Charlene Andrade, Tim O’Brian, and Sarah Moorehead.
-) The Committee organized interviews of the candidates with staff, and an open house to meet with the public.
-) August 20, 2019: Staff interviews took place in the morning. The open house took place in the evening.

163) Nora White compiled staff comment and public comments and sent them to the Board prior
164 to interviews.
165) August 22, 2019: At the Special Session, Board interviewed candidates, and discussed the
166 merits of each candidate.

167 ***Supervisor Rushton moved to offer the position of Executive Director of Thurston Conservation***
168 ***District to Sarah Moorehead. Supervisor Johnson seconded. Motion passed unanimously.***
169

170) Effective date of the hire is September 1, 2019.
171) WSCC supports the decision and will assist with the paperwork.
172) Supervisor Pickett and Johnson will develop a hiring letter, and meet with Ms. Moorehead
173 on August 29th, 2019 to discuss hiring letter, expectations, paperwork, and hiring dates.
174) Supervisor Johnson will attend the next Staff meeting to announce decision.
175) Supervisor Johnson will contact the other applicants to notify them of the Board's decision.
176) Supervisor Pickett will contact Ramiro Chavez at Thurston County to notify him of the
177 Board's decision.

178 **Public Comment**

179 Tony Wilson, Public

180 **Partner Reports**

181 Natural Resources Conservation Service (NRCS)

182) Jeff Swotek was absent - no report.

183 Washington State Conservation Commission (WSCC), Jean Fike

184) WSCC cancelled the all-Districts Election and Policy Meeting in Ellensburg
185) A tour was organized for staff of the Organization of Financial Management, to help
186 clarify what Districts do and how the funding is allocated.
187) WSCC is confident of how the District is functioning, and will be stepping back from
188 attending every TCD meeting. They are going to start attending once a month, and
189 then after a few months, once a quarter. WSCC is always available in a support role
190 when necessary.
191) Supervisor asked about support for strategic planning. Stu Trefry will provide support,
192 along with Ms Fike.

193 Washington Association of Conservation Districts (WACD), Doug Rushton

194) A written report was provided.
195) Attended a Conservation Commission workshop in Ellensburg. The workshop came
196 up with a blanket statement to cover all the Districts:

197 "Conservation Districts are the community hub, bringing people and resources
198 together through voluntary locally lead conservation, ensuring a healthy and
199 sustainable future."

200 National Association of Conservation Districts (NACD), Doug Rushton

201) Written report was provided.

202) Farm Bill listening session hosted by Michael Crowderawler, the first Vice President
203 of NACD on August 21, 2019 at Barker Ranch, West Richland. Leaders in Farm Bill
204 implementation attended, including Associate NRCS Chief Norton.

205) In order to implement the Farm Bill, NRCSACD will have to allocate more staff.

206 **Financial Report**

207 2019 Mid-Year Budget Revision Amendment, Sarah Moorehead - Action Item

208) The Mid-Year Revision Amendment was tabled until September.

209) Staff discussed cost savings from the Executive Director hire, and possible
210 reallocation of those funds.

211) In the budget, there was \$10,000 for governance training, but this objective was met
212 without spending the money.

213) The Executive Director will update staffing plan, for the September meeting, which
214 also allows reallocation of funding.

215 ***Supervisor Johnson motioned moving \$10,000 Government training study into Legal fees and***
216 ***advice staff to update the Mid-Year Budget Revision Amendment based on the changes to***
217 ***staffing. Supervisor Rushton seconded. Motion passed unanimously***

218 Rates and Charges Renewal Update, Sarah Moorehead

219) The Executive Director reached out to a county representative: no updates and the
220 hearing has not been scheduled.

221) Mid-Year Progress Report was submitted to the County before the deadline.

222) The Executive Director shared the "No Findings" Audit Report with the County.

223 TDC Board Vacant Positions

224) Supervisor Rushton volunteered to be the sit in Board Auditor until the WSCC appeal
225 is resolved.

226) Rushton awaits a decision by the WSCC in September regarding his application for
227 reappointment to the position he currently holds.

228 ***Supervisor Johnson moved to appoint Supervisor Doug Rushton as Auditor until such time that the***
229 ***Board chooses to revisit that decision. Supervisor Pickett seconded. Supervisor Rushton abstained.***
230 ***Motion passed.***

231 Thurston Conservation District Accountability Audit (2014-2018), Sarah Moorehead

- 232) The audit is done; it was finalized on Monday August 19, 2019. The Auditor's report
- 233 offered helpful suggestions that Staff have already started to implement. The Report had
- 234 no "findings" for the District.
- 235) The next audit will be in 2121 covering 2019-2020.
- 236) The Executive Director will send the findings in the report, along with a WSCC letter
- 237 stating their vote of confidence, to Enduris.
- 238) The Board requested that staff draft a press release to send out to the appropriate
- 239 sources that announces the successful Audit Report and WSCC renewed confidence in
- 240 the district.

241 Shellfish NTA MOU, Sarah Moorehead

- 242) The County would like to add some specific language in the agreement. The terms are
- 243 the same and contract will be changed by copying and pasting new legal sections.
- 244 Beyond that addition, nothing else has changed.

245 Counsel articulated the language of the Motion.

246 ***Supervisor Rushton moved to approve the substantive term of the Shellfish MTA MOU with a***
247 ***signature to occur upon receipt of a contract that include terms incorporated by writing of terms***
248 ***incorporated by reference. Supervisor Johnson seconded. Motion passed unanimously.***

249 **Governance**

250 Election Update, All

- 251) A meeting is set for Tuesday August 27th, 2019 with County Auditor Mary Hall to
- 252 discuss the support they can provide TCD given the 2020 primary elections.
- 253) The results of that meeting will be discussed in the September 12th Work Session.

254 Union Negotiations Update, Sarah Moorehead

- 255) We are still pending schedule for the first bargaining team joint meeting, process
- 256 is underway.

257) Once the negotiation begins, the Board will add a standing Executive Session
258 moving forward for the purpose of updates on negotiations on the agenda,
259 consistent with OPMA.

260 Strategic Planning Process Development, All

261) Having the full board present and Stu from the Commission is important. Table to
262 work session.

263 Associate Supervisors and Citizens Advisory Committee Discussion, All

264) The second hour of the Work Session can be spent on this topic.

265) Tabled until the work session

266 A. September Work Session Topic List, All

267) Strategic planning- spend at least an hour with the goal of setting a clear process.

268) Minutes

269) Advisory Committee's goal is to start a good solid draft; the Executive Director
270 will provide Citizens Advisory Council Examples from other districts. 30 minutes.

271) MOU and Contracts- intended to brief about what would be signed on regular
272 meeting on consent agenda. 15 minutes

273) Staff Presentation 15 minutes

274) Governance timeline

275 Meeting recessed 7:00pm – 7:12pm

276 **Executive Session:** To discuss pending litigation with legal counsel. Opened at 7:12 for 20 minutes.

277
278 RCW 42.30.110 (i) To discuss with legal counsel representing the agency matters relating to
279 agency enforcement actions, or to discuss with legal counsel representing the agency litigation or
280 potential litigation to which the agency, the governing body, or a member acting in an official
281 capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely
282 to result in an adverse legal or financial consequence to the agency.

283 **Executive Session Recessed at 7:30pm**

284 **Executive Session Report Out - Action Item 7:32 PM**

285) Due to the Superior Court's decision in Johnson vs. WSCC, past motions taken with
286 Supervisor Iyall are not clearly completed actions.

287) Recommendation from Counsel to ratify the actions where Supervisor Iyall was
288 present and accounted for.

289) A list compiled by Staff, reflects Feb- April 2nd 2019 all motions by the Board and April
290 to July 19th 2019 all motions with Supervisor Iyall as mover, the second, or a voter.

291 ***Supervisor Rushton moved to re-adopt the Actions and Motions of Thurston Conservation District***
292 ***in the document provided by Counsel from February 2019 through July 2019. Supervisor Johnson***
293 ***seconded. Motion passed unanimously.***

294 ***Supervisor Johnson moved to direct Council offer a settlement in an amount not to exceed***
295 ***\$6000.00 to resolve all claims against all parties in the Hanna case. The amount of which will be***
296 ***offset by a reduction of council fees in Hanna case with no net cost to the District.***

297 ***Supervisor Pickett and Rushton recused themselves and Supervisor Johnson voted aye. The District***
298 ***Counsel advised that, in this case, with three as a Quorum, a vote of 1 aye and 2 recusals is a legal***
299 ***passage of the motion. Motion passed.***

300 The District Counsel noted that this is a special accommodation to encourage settlement in the case,
301 the result being the district doesn't pay any money; this is not a usual accommodation to be used
302 for similar lawsuits in the future.

303 **Executive Session reconvened,** Counsel Cushman, Sarah Moorehead, Supervisors Pickett, Johnson
304 and Rushton in attendance, to discuss pending litigation in the West Case and contract outside
305 counsel, due to a conflict of interest with current Counsel. Opened at 7:35pm for 15minutes–

306 **Executive Session closed at 7:48pm**

307 **Executive Session report out pertaining to the Cross Claim- Action Item**

308) In the West case, Counsel suggests obtaining outside separate counsel to undertake the
309 defense of the Cross Claim and any other actions pertaining to the West Case.
310 Recommendation from Counsel, insurance company, and Supervisors produced 3 firms that
311 would be appropriate.

312) Staff has reached out to 3 firms, received proposals from 2 firms; Phillip Bourgeois and
313 Freimund Jackson and Tardiff. The Board has reviewed them and recommendations from
314 Executive Director and Counsel. Cost measures may be different between firms.

315 ***Supervisor Johnson moved to direct Staff to retain Jeff Freimund to represent the District in the***
316 ***Cross Claim filed by Sean Newman in the West case and any other related claims. Supervisor***
317 ***Rushton seconded. Motion passed unanimously.***

318 Executive Director mentioned that this hiring process followed District Policy 4.6.

319

320 **Other Reports**

321 **A.** Board of Supervisor Report- NONE

322 **B.** Interim Executive Director Report

323) Thankful the Board for thorough hiring process. She is grateful for the support in
324 offering her the position.

325 **B.** Correspondence

326) The WACD area meeting is coming up in October.

327 **Adjourn**

328 ***Supervisor Rushton moved to adjourn the meeting. Supervisor Johnson seconded. Motion passed***
329 ***unanimously.***

330

INTERAGENCY AGREEMENT
BETWEEN
THURSTON CONSERVATION DISTRICT
AND
THURSTON COUNTY
TO IMPLEMENT THE VOLUNTARY STEWARDSHIP PROGRAM

This Agreement is made and entered into by and between the THURSTON CONSERVATION DISTRICT, hereinafter referred to as "DISTRICT" and THURSTON COUNTY, hereinafter referred to as "COUNTY" and is issued pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

PURPOSE

It is the purpose of this Agreement for the COUNTY to meet its requirements for implementation of the Voluntary Stewardship Program (VSP) through this Agreement with the CONSERVATION DISTRICT. The VSP implemented under this Agreement shall be consistent with RCW 36.70A.700-760 and related statutes, and shall be consistent with the agreement between the COMMISSION and COUNTY for VSP implementation, incorporated herein by reference. The CONSERVATION DISTRICT agrees to implement these statutory and contractual requirements of the VSP in the COUNTY.

THEREFORE, IT IS MUTUALLY AGREED THAT the COUNTY will provide funding consistent with the terms of this contract, the policies of the COUNTY, and the laws of the State of Washington; and the DISTRICT will implement the terms of this contract with the funding provided consistent with the policies of the COUNTY and the laws of the State of Washington.

DEFINITIONS

Terms used throughout this contract are defined below:

"Agreement" shall mean the contract agreement to which these terms and conditions are affixed.

"Agent" shall mean any entity to which the COUNTY has assigned responsibilities as allowed in the agreement.

"Best management practice (BMP)" is a technique designed to protect the air, water, soil, animals, plants, and humans. BMPs must meet NRCS standards, or alternative practice designs approved by a licensed professional engineer. NRCS Practice Standards and Specifications are contained in the USDA NRCS Field Office Technical Guide (FOTG). SCC also maintains a list of approved practices eligible for cost share for special programs.

“COMMISSION” shall mean the Washington State Conservation Commission, any division, section, office, including the Office of Farmland Preservation, unit or other entity of the COMMISSION, or any of the officers or other officials lawfully representing the COMMISSION.

“DISTRICT” shall mean the Thurston Conservation District receiving the funds as identified in the agreement and is performing activities under this contract, and shall include all employees of the DISTRICT.

“Cost-share” is funding used to reimburse landowners for a percentage of the costs associated with the implementation of Best Management Practice(s) BMP(s). Examples of costs include, but are not limited to labor, materials, and permits.

“COUNTY” shall mean Thurston County as identified in the agreement and is performing activities under this contract, and shall include all employees of the COUNTY.

“Current fiscal year” shall mean July 1, 2019 through June 30, 2021.

“Five year report” shall mean written report, provided not later than five years after the receipt of funding for a participating watershed and every five years thereafter, to the Executive Director of the COMMISSION and to the COUNTY on whether the COUNTY has met the COUNTY work plan's protection and enhancement goals and benchmarks, as described in RCW 36.70A.720 (2) (b) (i) and (c) (i).

“Implement” and “implementation” shall mean to execute any requirements of RCW 36.70A.700-760 and associated statutes.

“Two year report” shall mean the written report of the status of plans and accomplishments that shall be provided to the COUNTY and to the COMMISSION within sixty days after the end of each biennium, as described in RCW 36.70A.720 (1) (j).

“Voluntary Stewardship Program” and “VSP” shall mean the program established in, and governed by, RCW 36.70A.700-760 and associated statutes.

“Workgroup” means an entity designated by a county under the provisions of RCW 36.70A.715.

“Work group participants” means those volunteer members of the county VSP Workgroup who are working to implement the work plan and fulfill ancillary VSP statutory requirements.

“Work plan” means a watershed work plan developed under the provisions of RCW 36.70A.720.

INTENT

In consideration of the mutual benefits to be derived by all parties, the parties agree to perform the work set forth herein. No separate legal entity is created by this Agreement.

SCOPE OF WORK

The CONSERVATION DISTRICT shall report in writing within 30 days any problems, delays or adverse conditions that will materially affect their ability to meet project objectives or time schedules stated herein. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed to resolve the situation.

The CONSERVATION DISTRICT shall complete the work listed in APPENDIX A – SCOPE OF WORK, herein.

PERIOD OF PERFORMANCE

This agreement shall commence on July 1, 2019 and shall terminate on June 30, 2021, unless extended by mutual agreement of both parties.

PAYMENT

Financing for activities under this agreement will be provided by the COUNTY with funds received from the Washington State Conservation Commission (hereinafter referred to as "COMMISSION"). The maximum total amount payable by the COUNTY to the CONSERVATION DISTRICT under this agreement shall not exceed \$105,000 for the 2019-21 biennium. The breakdown of the amounts payable are noted in *Attachment "A."* Should the duration of the agreement be extended, additional compensation will be determined by mutual agreement of both parties and detailed in *Attachment B.*

The CONSERVATION DISTRICT will be paid only for work expressly authorized in the agreement as specified in the Attachments.

METHOD OF PAYMENT

Payment shall be made on a reimbursable basis for costs or obligations. Eligible costs incurred by the CONSERVATION DISTRICT will be considered to have been paid by the CONSERVATION DISTRICT under this contract at the time the CONSERVATION DISTRICT seeks reimbursement from the COUNTY. No payments in advance of or in anticipation of goods or services to be provided under this agreement shall be made by the COUNTY.

Subject to available funding, and subject to state contracting requirements, the CONSERVATION DISTRICT will be reimbursed by the COUNTY for expenses incurred carrying out the responsibilities of this agreement.

BILLING PROCEDURES

Monthly billing invoices shall be submitted to the COUNTY within 15 days following the end of each month.

BILLING DETAIL

Each invoice shall clearly reflect: 1) the total budget, 2) total billed to date by hours 3) work completed for the billing period.

ELIGIBLE COSTS

Eligible costs are limited to those listed below:

- Salaries and benefits, 20% indirect of salaries and benefits is allowed on COUNTY personnel.

- Travel, including mileage and per diem for program staff, consistent with state law. Travel and expenses paid directly to work group participants is not allowed.
- Meeting rooms and light refreshments for working meetings. Light refreshments are defined as: an edible item that may be served between meals, for example, doughnuts, sweet rolls, and pieces of fruit or cheese. A list of meeting attendees and an agenda are also required.
- Facilitation, reports, studies, research and document preparation, which may be accomplished through either staff efforts or qualified contractors. Contractor services shall conform to ordinary billing rates and overhead multipliers for the type and location of the services.
- Copy and printing costs.
- Equipment. The COUNTY agrees and understands that pre-approval by the COMMISSION is required for equipment purchases. All equipment should be directly related to the activities of the watershed group and the implementation of the VSP. Equipment may include, but is not limited to, computers, data base software, and GIS software.

COST-SHARE PROGRAMS

Both the COUNTY and DISTRICT agree and understand if a cost-share program is offered as part of VSP implementation, in order achieve the goals and objectives of the county work plan and RCW Chapter 36.70A, COMMISSION cost-share policies and procedures as the entity providing the funding shall be abided by.

Both the COUNTY and DISTRICT agree if a cost-share program is offered utilizing COMMISSION funding, the COUNTY and the DISTRICT agree to receive training regarding COMMISSION cost-share policies and procedures, from COMMISSION staff, ***prior*** to using VSP funds for a cost-share program. If cost share funding is provided without COMMISSION training on the use of cost share funding, there is no guarantee that reimbursement for the cost share will occur.

FUNDING CONTINGENCY

The COUNTY'S ability to make payments is contingent on availability of funding from the COMMISSION. In the event funding from the state is withdrawn, reduced, limited or otherwise determined by the COMMISSION to be inadequate in any way after the effective date and prior to completion or expiration date of this agreement, the COUNTY, at its sole discretion, may elect to terminate the agreement with the CONSERVATION DISTRICT, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. The COUNTY may also elect to suspend performance of the agreement until the COMMISSION determines the funding insufficiency is resolved.

FUNDING AVAILABLE

The parties expect legislative appropriation for the VSP implementation work shall not exceed \$240,000 per county for the 2019-21 biennium.

DISALLOWED COSTS

The CONSERVATION DISTRICT is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors (such as consultants), and Assignees. If the CONSERVATION DISTRICT expends more than the amount of the COUNTY funding in this agreement in anticipation of receiving additional funds from the COUNTY, it does so at its own risk. The COUNTY is not legally obligated to reimburse the CONSERVATION DISTRICT for costs incurred in excess of this agreement.

INSUFFICIENT FUNDS

The obligation of the COUNTY to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this contract crosses over state fiscal years the obligation of the COUNTY is contingent upon the appropriation of funds during the next fiscal year. The failure of the legislature or federal agencies to appropriate or allot such funds to the program shall be good cause to terminate this contract and for the Executive Director of the COMMISSION to determine that the watershed has not received adequate funding to implement the program consistent with RCW 36.70A.735 (d).

ASSIGNMENT

The CONSERVATION DISTRICT may not assign this contract. The CONSERVATION DISTRICT may however, delegate the work to be completed under this agreement to an Agent. Any such Agent shall comply with the requirements of this agreement. Within any such delegation the CONSERVATION DISTRICT shall remain liable for any claim arising thereunder, and the CONSERVATION DISTRICT shall remain responsible for compliance with this agreement and RCW 36.70A.700-735, and with all applicable Federal, State and local laws, orders, regulations and permits. The CONSERVATION DISTRICT retains the right to subcontract any portion or portions of the work as it deems necessary to complete the work.

THIRD PARTY BENEFICIARY

Both COUNTY and the DISTRICT agree that they intend for the Conservation Commission to be a third party beneficiary of this agreement. The parties agree that this agreement implements the VSP, in whole or in part, under the COUNTY'S agreement with the Commission and so obligations under this agreement run directly to the Commission as a third party beneficiary.

AGREEMENT MANAGEMENT

Each party shall assign a specific individual to be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement. If for any reason the individuals identified below change, the parties agree to immediately identify and notify each other in writing of the new responsible individual for this agreement.

The Agreement Manager for the DISTRICT is:

NAME: Karin Strelhoff
TITLE: Conservation Program Manager
MAIL ADDRESS: 2918 Ferguson St SW, STE A

CITY, STATE ZIP: Tumwater, WA 98512
PHONE: 360.754.3588 x103
EMAIL: Karin@thurstoncd.com

The Agreement Manager for the COUNTY is:

NAME: Charissa Waters
TITLE: Associate Planner
MAIL ADDRESS: 2000 Lakeridge Dr SW
CITY, STATE ZIP: Olympia, WA 98501
PHONE: (360)786-5541
EMAIL: charissa.waters@co.thurston.wa.us

TERMINATION

The COUNTY or the CONSERVATION DISTRICT may terminate this agreement upon 60-days' prior written notification for convenience, without any showing of cause.

The parties right to termination is in addition to any other rights the parties may have, including but not limited to, breach of contract actions or suits for damages.

AMENDMENT

Both parties agree to meet on a quarterly basis to review this agreement and if necessary amend it. In order to be effective, any amendment or modification must be in writing, be agreed on by both parties and be attached to the Agreement. Work under an amendment or a modification may not commence until the amendment or modification has been approved by both parties and has become effective.

In the event of any errors or omissions by the CONSERVATION DISTRICT in the performance of any work required under the Contract, the CONSERVATION DISTRICT will make all necessary corrections without additional compensation. All work submitted by the CONSERVATION DISTRICT will be certified by the CONSERVATION DISTRICT and checked by the CONSERVATION DISTRICT for errors and omissions. The CONSERVATION DISTRICT will continue to be responsible for the accuracy of work even after the work is accepted by the COUNTY.

ASSURANCES

The CONSERVATION DISTRICT and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Agreement.

DISPUTES

In the event a dispute arises between the CONSERVATION DISTRICT and the COUNTY relating to this agreement, a meeting regarding the dispute shall be held by the Parties, to be attended by representatives with decision-making authority, to attempt in good faith to negotiate a mutually acceptable resolution of the dispute. If the dispute cannot be resolved within a reasonable time not to exceed sixty (60) days, which time may be extended by

mutual consent of the Parties, then the Parties may seek resolution through dispute resolution or formal arbitration.

GOVERNANCE

The Agreement will be construed as having been made and delivered within the State of Washington and it is agreed by each party that the Agreement will be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

INELIGIBILITY

The CONSERVATION DISTRICT certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or state agency.

INDEPENDENT RELATIONSHIP

The CONSERVATION DISTRICT or CONSERVATION DISTRICT's Agent(s) performing under this contract are not employees or agents of the COUNTY. The CONSERVATION DISTRICT shall not hold themselves out as nor claim to be an officer or employee of the COUNTY or of the State of Washington by reason hereof, nor will the CONSERVATION DISTRICT make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work outlined in the scope of work shall be solely with the CONSERVATION DISTRICT.

KICKBACKS

The CONSERVATION DISTRICT and its employees and authorized representatives are prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

INTELLECTUAL PROPERTY

Copyrights and Patents. Should the CONSERVATION DISTRICT or CONSERVATION DISTRICT's Agent(s) create any copyrightable materials or invent any patentable property in the course of the scope of work governed by this agreement, the CONSERVATION DISTRICT may copyright or patent the same but shall grant the COUNTY a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions developed by the CONSERVATION DISTRICT as provided in 35 U.S.C. §§ 200–212.

Publications. When the CONSERVATION DISTRICT, CONSERVATION DISTRICT's Agent(s), or persons employed by the CONSERVATION DISTRICT use or publish information of the COUNTY; present papers, lectures, or seminars involving information supplied by the COUNTY; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the COUNTY.

PROPERTY MANAGEMENT

The COUNTY'S Property and Records Management Policy, hereby incorporated by reference, and any updates thereto, shall control the use and disposition of all real and personal property purchases wholly or in part with funds furnished by the COUNTY in the absence of state, federal statute(s), regulations(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the scope of work.

RECORDS MAINTENANCE

The parties to this agreement shall each maintain books, records, documents and other information which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be kept in accordance with the provisions contained on the Secretary of State archives website, for records retention, hereby incorporated by reference, and any updates thereto. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, federal officials so authorized by law, and as provided by the state Public Records Act, RCW 42.56. All books, records, documents, and other material relevant to this agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

ACCESSIBILITY REQUIREMENTS

The CONSERVATION DISTRICT and the COUNTY will remain current with Federal and Washington State accessibility standards and comply with OCIO Policy 188 – Accessibility located at <https://ocio.wa.gov/policy/accessibility>.

SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original agreement.

BREACH

The CONSERVATION DISTRICT shall not be relieved of any liability to the COUNTY for damages sustained by the COUNTY because of any breach of contract by the CONSERVATION DISTRICT. The COUNTY may withhold payments for the purpose of setoff until such time as the exact amount of damages due the COUNTY from the CONSERVATION DISTRICT is determined. In the event the CONSERVATION DISTRICT fails to commence work on the project funded herein within the timelines established under RCW Chapter 36.70A., the CONSERVATION DISTRICT shall be subject to the requirements of RCW 36.70A.735.

ENTIRE AGREEMENT AND CHANGES, MODIFICATIONS AND AMENDMENTS

This agreement and the attached appendices contain the entire integrated agreement of the parties may be changed, modified or amended by written agreement executed by both parties.

EFFECTIVE DATE

The effective date of this Agreement shall be July 1, 2019.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONSERVATION DISTRICT

COUNTY

Signature

Signature

Title

Date

Title

Date

Approved as to form:
Conservation District Legal Counsel

Approved as to form:
County Prosecuting Attorney

Date

Date

Interlocal Agreement
DISTRICT and COUNTY Agreement on
Implementation of the Voluntary Stewardship Program

Appendix A

SCOPE OF WORK

The DISTRICT will be the entity responsible for administering VSP funds and coordinating the VSP watershed group, under RCW 36.70A.715 (1) (b).

The primary goals of the scope of work are to:

1. Assist the VSP Workgroup in the implementation of the approved VSP work plan. This includes providing necessary staff support for the Workgroup.
2. Implement the VSP work plan. Implement the requirements of the VSP and RCW 36.70A.700–760. Implementation includes:
 - a) Ensure outreach and technical assistance is provided to agricultural operators;
 - b) Designate the entity or entities that will provide technical assistance;
 - c) Work with the entity providing technical assistance to ensure that individual stewardship plans contribute to the goals and benchmarks of the work plan;
 - d) Conduct periodic evaluations, institute adaptive management, and provide a written report of the status of plans and accomplishments to the county and to the commission within sixty days after the end of each biennium;
 - e) Submit five-year reports as required by RCW 36.70A.720 (2)(b)(i) and (2)(c)(i), and
 - f) Satisfy any other requirement of RCW 36.70A.70.700–.760.

VSP Implementation Management and Administration

- A. The DISTRICT will manage and administer all aspects of the work described in this scope of work. The DISTRICT will work closely with the COUNTY to ensure full compliance with the requirements and intent of VSP. Responsibilities will include but not be limited to (1) submittal of vouchers and invoices, (2) maintenance of records, (3) preparation of progress reports, (4) compliance with applicable procurement and contracting procedures and laws, (5) compliance with requirements of this Agreement.

- B. The DISTRICT will ensure that every effort is made to maintain effective communication between the VSP Workgroup, the COUNTY, local stakeholders, and participating state and federal agency personnel.

Deliverables:

- 1. Effective management and administration of the project.
- 2. Maintenance of all project records.
- 3. Timely submission of all required performance items such as vouchers, fiscal records and quarterly progress reports.
- 4. Timely signature of a funding agreement with the COUNTY.
- 5. Provide a quarterly status report to the COUNTY in a form and manner proscribed by the COUNTY, and deemed reasonable by DISTRICT staff.

Task 1: Workgroup Support

- A. The DISTRICT will provide staff support for the VSP workgroup, including but not limited to attendance at workgroup meetings and development of reports for the workgroup.

Deliverables:

- 1. Attendance and participation at meetings, as necessary for implementation of the county VSP work plan, of the VSP workgroup members and interested public.

Task 2: Facilitate VSP Work Plan Implementation

- A. The DISTRICT will facilitate and assist the VSP watershed group which will implement the approved VSP Work Plan as per RCW 36.70A.720. In implementing the approved work plan, the VSP watershed group will:
 - 1. Identify critical areas and agricultural activities within those critical areas.
 - 2. Identify a public outreach plan to contact landowners.
 - 3. Identify and designate entity(ies) to provide landowner assistance (voluntary stewardship plans) RCW 36.70A.720 (1)(f).
 - 4. Identify measurable programmatic and implementation goals and benchmarks.
- B. Seek input from tribes, agencies and stakeholders. RCW 36.70A.720 (1)(b).
- C. Develop goals for participation by agricultural operators conducting commercial and noncommercial agricultural activities in the watershed necessary to meet the protection and enhancement benchmarks of the work plan. RCW 36.70A.720 (1)(c).

- D. Ensure outreach and technical assistance is provided to producers and operators in the various watersheds. RCW 36.70A.720 (1)(d).
- E. Establish baseline monitoring and collect data on the Work Plan metrics, including for:
 - 1. Participation and implementation of voluntary stewardship plans and projects
 - 2. Stewardship activities, and
 - 3. Effects on critical areas and agriculture relevant to protection and enhancement benchmarks. RCW 36.70A.720 (1)(i).
- F. Develop timeline for periodic evaluations, adaptive management, and provide written reports of plan status/accomplishments to the COUNTY and the Washington State Conservation Commission.
- G. Coordinate monitoring programs with other state agency activities.
- H. Meet any other requirement for the successful implementation of VSP in RCW 36.70A.720.

Deliverables:

- 1. Provide information on monitoring data and progress of implementation activities for a written biennial report to the COUNTY and COMMISSION under RCW 36.70A.720 (2)(b)(i) and (c)(i). The biennial report must provide the status of plans and accomplishments of the work plan to the COUNTY and COMMISSION. The biennial report should include a summary of how plan implementation is affecting each of the following:
 - a) The protection and enhancement of critical areas within the area where agricultural activities are conducted;
 - b) The maintenance and improvement of the long-term viability of agriculture;
 - c) Reducing the conversion of farmland to other uses;
 - d) The maximization of the use of voluntary incentive programs to encourage good riparian and ecosystem stewardship as an alternative to historic approaches used to protect critical areas;
 - e) The leveraging of existing resources by relying upon existing work and plans in counties and local watersheds, as well as existing state and federal programs to the maximum extent practicable to achieve program goals;
 - f) Ongoing efforts to encourage and foster a spirit of cooperation and partnership among county, tribal, environmental, and agricultural interests to better assure the program success;
 - g) Ongoing efforts to improve compliance with other laws designed to protect water quality and fish habitat; and
 - h) A description of efforts showing how relying upon voluntary stewardship practices as the primary method of protecting critical areas and does not require the cessation of agricultural activities.
- 2. Assist the Workgroup with the development of the five year status report to the director of the COMMISSION and COUNTY. At five year intervals from the date

of receipt of funding, each county watershed group must submit a report to the director of the Commission and the county on whether it has met the work plan's protection and enhancement goals and benchmarks. The five year status report should include a summary of how plan implementation is satisfying the following plan elements through VSP implementation:

- a) Develop goals for participation by agricultural operators conducting commercial and noncommercial agricultural activities in the watershed necessary to meet the protection and enhancement benchmarks of the work plan;
- b) Ensure outreach and technical assistance is provided to agricultural operators in the watershed;
- c) Create measurable benchmarks that, within ten years after the receipt of funding, are designed to result in (i) the protection of critical area functions and values and (ii) the enhancement of critical area functions and values through voluntary, incentive-based measures;
- d) Work with the entity providing technical assistance to ensure that individual stewardship plans contribute to the goals and benchmarks of the work plan;
- e) Incorporate into the work plan any existing development regulations relied upon to achieve the goals and benchmarks for protection;
- f) Establish baseline monitoring for: (i) Participation activities and implementation of the voluntary stewardship plans and projects; (ii) stewardship activities; and (iii) the effects on critical areas and agriculture relevant to the protection and enhancement benchmarks developed for the watershed;
- g) Conduct periodic evaluations, institute adaptive management, and provide a written report of the status of plans and accomplishments to the county and to the commission within sixty days after the end of each biennium;
- h) Assist state agencies in their monitoring programs; and
- i) Satisfy any other reporting requirements of the program.
- j) VSP cost-share projects that are funded using any amount of COMMISSION VSP funds shall be reported in the five year report under RCW 36.70A.720 (2) (b) (i) and (c) (i).

Task 3: Public Outreach and Technical Assistance

- A. The DISTRICT will utilize existing outreach tools (e.g. the DISTRICT's newsletter) to the extent possible to keep COUNTY landowners and the public informed as to the status and potential requirements that will be addressed in the VSP work plan.
- B. The DISTRICT will continually encourage public and landowner input into the VSP Work Plan implementation process.
- C. The DISTRICT will develop and maintain a webpage for VSP process. This webpage will include program description, goals, and products for public review.

- D. Public informational meetings will be held as needed.
- E. Additional public outreach will be determined by the Workgroup.
- F. The DISTRICT will provide technical assistance to operators/producers when funding is available.

Deliverables:

- 1. Robust public outreach using existing and/or new outreach tools.
- 2. Develop and maintain webpage for VSP implementation.
- 3. Public informational meetings as needed/required.
- 4. Additional public contact to be determined.

Voluntary Stewardship Program
Interlocal Agreement
DISTRICT and COUNTY Agreement

Appendix B

BUDGET

	FY 2019	FY2020	FY2021	Total
<i>Task 1: Work Group Attendance</i>	0	2,000	1,000	3,000
<i>Task 2: VSP Work Plan Implementation</i>	3,000	15,000	10,000	28,000
<i>Task 3: Public Outreach and Technical Assistance</i>	0	33,000	20,000	53,000
<i>Overhead (25%)</i>	750	12,500	7,750	21,000
TOTAL	3,750	62,500	38,750	105,000

**UNITED STATES ENDOWMENT FOR FORESTRY AND COMMUNITIES
CONTRACTOR AGREEMENT E19-73**

PROJECT: Building Operational and Strategic Support for JBLM Sentinel Landscape Partnership

CONTRACTOR: Thurston Conservation District

CONTRACTOR TYPE: Non-Profit

PERIOD OF PERFORMANCE: August 1, 2019-June 30, 2021

PROJECT DESCRIPTION: The Contractor will Build Operational and Strategic Support for JBLM Sentinel Landscape Partnership and other activities and Deliverables as described in Appendix A, Work Plan.

ENDOWMENT AWARD: \$18,750

FUNDING SOURCE(S): Endowment: \$9,375
Department of Defense HQ0034-16-2-0022: \$9,375

CFDA NUMER & TITLE: 12.632, Legacy Resource Management Program

The United States Endowment for Forestry and Communities (“Endowment”) agrees to provide the Endowment Award to the Contractor for the purposes of satisfactorily performing the Project described in the **Work Plan** and **Budget** as found in Appendix A. Project must be completed, with all Endowment funds spent, during the Period of Performance as set forth above.

CONTRACTOR ADMINISTRATIVE CONTACT INFORMATION

Contractor Name: Susan Shelton
Contractor Address: 2918 Ferguson St SW, Suite A
Tumwater, WA 98512
Contractor Phone: 360.754.3588
Contractor Email: accounting@thurstoncd.com

CONTRACTOR TECHNICAL CONTACT INFORMATION

Contractor Name: Karin Strelloff
Contractor Address: 2918 Ferguson St SW, Suite A
Tumwater, WA 98512
Contractor Phone: 360.754.3588 x103
Contractor Email: karin@thurstoncd.com

ENDOWMENT ADMINISTRATIVE CONTACT INFORMATION

Endowment Grant Administrator: Aleta Rogers
Endowment Address: 908 E. North Street

Endowment Phone: Greenville, SC 29601
864-233-7646
Endowment Email: aleta@usendowment.org

ENDOWMENT TECHNICAL CONTACT INFORMATION

Endowment Grant Administrator: Peter Stangel
Endowment Address: 908 E. North Street
Greenville, SC 29601
Endowment Phone: 864-233-7646
Endowment Email: peter@usendowment.org

To the extent possible, all communication should take place electronically via the address provided above. Please reference the project number, E19-73, in any communication.

TERMS AND CONDITIONS

1. **Payment of Funds:** The Endowment will reimburse Contractor for allowable costs in the performance of this Subaward. Such reimbursement shall not exceed the Endowment Award identified above, as detailed in the Budget in Appendix A.
 - a. To be eligible to receive Funds, the Contractor must 1) return to the Endowment an original executed copy of the Grant Agreement for the Project; 2) submit any due financial and programmatic reports; and 3) submit a complete and accurate payment request. Contractor may request advance payment of funds prior to expenditure provided that 1) Contractor demonstrates an immediate need for advance payment; and 2) Contractor documents expenditure of advanced funds on the next payment request and/or required financial report to the Endowment. Approval of advance payment of Funds is made at the sole discretion of the Endowment, based on an assessment of the Contractor's needs. In all other cases, Funds are disbursed on a reimbursable basis. The Endowment reserves the right to retain up to ten percent (10%) of Funds until submission and acceptance of the Final Reports.
 - b. Payments by the Endowment to the Contractor shall be made upon receipt and approval of invoices from the Contractor. Invoices shall be submitted by the Contractor no more frequently than monthly, with the final invoice to be submitted no later than thirty (30) days following the expiration date of the Period of Performance. Invoices shall show current claim and cumulative expenses incurred to date, by budget category.
2. **Restrictions on Use of Funds:** No Funds provided by the Endowment pursuant to this Agreement may be used to support litigation expenses, lobbying activities, terrorist activities, or activities in violation of the Foreign Corrupt Practices Act. Overhead and indirect costs must comply with the Endowment's [Indirect Cost Rate Policy](#).
3. **Amendments:** During the term of the Project, the Contractor is required to inform the Endowment Contact of any changes in contact information, any difficulties in completing the Project by the end of the Period of Performance, or any difficulties in submitting reports by their due dates. Any modifications to the scope of the Project must be agreed to in writing by the Endowment and the Contractor prior to the change. If the Contractor determines that a change exceeding ten percent (10%) in any one budget category is required, the Contractor must seek approval from the Endowment Grant Administrator. Amendment requests should be initiated by the Contractor upon determination of a deviation from the original Grant Agreement. The Endowment may initiate the amendment if the Endowment determines an amendment is necessary.

4. **Termination:** Failure by the Contractor to comply with any material term of this Grant Agreement shall be deemed to be a breach of this Grant Agreement and constitute cause for the Endowment to terminate the Agreement by written notice to the Contractor and to pursue any legal remedy to which the Endowment may be entitled. For purposes of this paragraph, failure to perform those activities described in the Project Description and Scope of Work—Appendix A will be considered a material breach and could result in termination.

The Contractor may terminate this Grant Agreement by written notice to the Endowment. In the event of termination of this Grant Agreement prior to Project completion, the Contractor shall immediately (unless otherwise directed by the Endowment in its notice if the Endowment initiated the termination) undertake all reasonable steps to conclude the Project cooperatively with the Endowment, including but not limited to the following:

- a. Stop any work that is incomplete (unless work to be completed and a different date for termination of work are specified in the Endowment's notice);
- b. Place no further work orders or enter into any further subawards or subcontracts for materials, services, or facilities, except as necessary to complete work as specified in the Endowment's notice;
- c. Terminate all pending Project work orders, subawards, and subcontracts for work that has not yet been commenced;
- d. With the prior written consent of the Endowment, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of the Project work orders, subawards, and subcontracts;
- e. Deliver or make available to the Endowment all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor under this Grant Agreement, whether completed or in progress;
- f. Return to the Endowment any unobligated portion of the Award.

ENDOWMENT PROCESS

5. Reporting Requirements:

- a. **Reports:** The Contractor will provide a two page summary report at the end of the project and quarterly updates in person to the Sentinel Landscape meetings that will be captured in Charlene Andrade's notes, which will be included in her reporting to the Endowment including bulleted updates from the Contractor as needed.
- b. **Final Reports:** No later than thirty (30) days after the completion of the Project, the Contractor will submit 1) a Final Financial Report accounting for all Project receipts, Project expenditures, and any Budget variances; 2) a final, concise programmatic report summarizing and evaluating the accomplishments achieved during the Period of Performance; and 3) copies of any publications, press releases, and other appropriate products resulting from the Project.
- c. **Requests for Extension:** Any request for extension of any of these reporting requirements must be made in writing to the Endowment Contact and approved by the Endowment in advance.
- d. **Reporting Due Dates**

July 30, 2021 Final Report

REPRESENTATIONS, CERTIFICATIONS, AND OTHER

6. **Binding Obligations:** This Grant Agreement has been duly executed by a representative of the Contractor with full authority to execute this Grant Agreement and bind the Contractor to the terms hereof. After execution by the representative of the Contractor named on the signature page hereto, this Grant Agreement will represent the legal, valid, and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms.
7. **Assignment; Subawards and Subcontracts:** The Contractor may not assign this Grant Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of the Endowment. The Contractor may not provide subawards nor enter into subcontracts without the prior written approval of the Endowment. Subawards and subcontracts with known parties disclosed in the proposal budget are deemed to be approved.
8. **Unexpended Funds:** Any Funds provided by the Endowment and held by the Contractor and not expended at the end of the Period of Performance will be returned to the Endowment within ninety (90) days after the end of the Period of Performance.
9. **Additional Support:** In making this Award, the Endowment assumes no obligation to provide further funding or support to the Contractor beyond the terms stated in this Grant Agreement.
10. **Publicity and Acknowledgement of Support:** The Contractor agrees to give appropriate credit to the Endowment and other funders for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Grant Agreement. The Contractor will refer to the Endowment in such acknowledgements as follows:

The Unites States Endowment for Forestry and Communities, Inc. (the "Endowment") is a not-for-profit corporation that works collaboratively with partners in the public and private sectors to advance systemic, transformative and sustainable change for the health and vitality of the nation's working forests and forest-reliant communities.

The Contractor must obtain prior approval for the use of the Endowment logo or the logo of any Funding Sources on any public information releases concerning this Award. The Contractor also gives the Endowment the right and authority to publicize the Endowment's financial support for this Grant Agreement and the Project in press releases, publications, and other public communications.

11. **Evaluation:** The Contractor agrees to cooperate with the Endowment by providing timely responses to all reasonable requests for information to assist the Endowment in evaluating the accomplishments of the Project for a period of five (5) years after the date on which the final financial and programmatic repots are provided.
12. **Arbitration:** All claims, disputes, and other matters in question arising out of, or relating to this Grant Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both the Endowment and the Contractor. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Grant Agreement.

13. **Indemnity:** The Contractor shall indemnify and hold harmless the Endowment, any Funding Source identified in this Grant Agreement, their respective officers, agents, and employees, in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions arising from or in connection with the Project. Likewise, the Endowment shall indemnify and hold harmless the Contractor, its officers, agents, and employees, in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions arising from or in connection with the Project. The terms of this provision will survive termination of this Grant Agreement.
14. **Choice of Law:** The Grant Agreement shall be subject to and interpreted by the laws of the State of South Carolina without regard to choice of law principles. By entering into this Grant Agreement, the agrees to submit to the jurisdiction of the courts of South Carolina. The terms of this provision will survive termination of this Grant Agreement.
15. **Compliance with Laws:** In conducting its activities relating to the Project, the Contractor agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Grant Agreement.
16. **Insurance:** The Contractor agrees to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by the Contractor and associated with this Award in any way.

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS

17. **Federal Provisions:** The Contractor must read and understand certain federal regulations, including but not limited to, those identified below which may be located on the Internet at <www.gpo.gov>. Many Federal agencies have agency-specific regulations that govern the issuance of awards and subawards with their funds; it is the obligation of the to review and comply with any such regulations issued by its Federal Agency Funding Source(s).
18. **Federal Cost Principles:** If the Contractor is a non-profit organization, it must understand and comply with 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” as adopted and supplemented by the USDA in 2 CFR Part 400, including, but not limited to: (i) 2 CFR, Part 215 “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” and, (ii) depending on what kind of organization it is, either (a) 2 CFR, Part 220 “Cost Principles for Educational Institutions” or (b) 2 CFR, Part 230 “Cost Principles for Non-Profit Organizations.”
19. **Uniform Guidance Audits:** If the Contractor is any type of U.S organization and its expends an aggregate of \$750,000 or more from all Federal sources in a fiscal year, it is subject to a special audit as detailed in 2 C.F.R. Part 200, Subpart F, “Audit Requirements” which it will need to understand and comply with, in addition to other applicable Federal regulations. The above statement includes, but is not limited to, the following specific acts, as applicable.
 - A. **REMEDIES. Contracts for more than the simplified acquisition threshold currently set at \$250,000,** which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as

authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- B. **TERMINATION. All contracts in excess of \$10,000** must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, **all contracts that meet the definition of “Federally assisted construction contract” in 41 CFR Part 60-1.3** must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. **DAVIS-BACON ACT**, as amended (40 U.S.C. 3141-3148). **When required by Federal program legislation, all prime construction contracts in excess of \$2,000** awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** (40 U.S.C. 3701-3708). **Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers** must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704

are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- F. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm** or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. **CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000** must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. **ENERGY EFFICIENCY.** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- I. **DEBARMENT AND SUSPENSION.** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- J. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000** or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- K. **PROCUREMENT OF RECOVERED MATERIALS.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and

Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- L. **DEBARMENT AND SUSPENSION.** Furthermore, the Contractor certifies that to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- M. **BID GUARANTEES AND BONDS.** In accordance with § 200.325 for construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:
 - a. (A) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 - b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
 - c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- N. **CONTRACTING WITH SMALL AND MINORITY-OWNED BUSINESSES.** In accordance with § 200.321 “Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms,” if subcontracts are to be let, the prime contractor agrees to take the affirmative steps such as those listed in paragraphs (1) through (5) of this section.
 - a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;

- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Signature page follows

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Grant Agreement, intending to be bound legally.

UNITED STATES ENDOWMENT FOR FORESTRY AND COMMUNITIES

Name: Carlton N. Owen
Title: President & CEO

Date: _____

THURSTON CONSERVATION DISTRICT

Name:
Title:

Date: _____

EIN: 91-1011612

APPENDIX A—WORK PLAN AND BUDGET

Building Operational and Strategic Support for JBLM Sentinel Landscape Partnership

- JBLM-SLP

Statement of Work

Thurston Conservation District

Key Priorities

- Establish a Voluntary Stewardship Program Liaison for the JBLM Sentinel Landscape Partnership (SLP) to support the partnership's three primary goals:
 1. Increase military training flexibility on JBLM by creating opportunities to conserve prairies and listed species outside JBLM.
 2. Maintain the South Puget Sound agricultural landscape by promoting mutually beneficial projects that support local agricultural viability, sustainable community development and prairie conservation on working lands.
 3. Protect and enhance rare species and their habitats outside JBLM to promote rare species conservation and minimize chances of further species listings within the JBLM-SLP.
- ☐ Provide technical assistance and capacity to collaborate and support the JBLM-SLP and leverage our collective efforts;

Actions

- Develop Individual Stewardship Plans (ISPs) with willing agricultural operators, focusing on those lands located on prairie habitat;
- Conduct targeted outreach through the Voluntary Stewardship Program (VSP) specifically to agricultural operations/lands with agricultural activities that are located on prairie habitat;
- Integrate outreach surrounding Sentinel Landscapes initiatives and services into regular District outreach activities;
- Facilitate feedback from landowners/operators to the Sentinel Landscapes Planning and Implementation Committee as necessary;
- Identify potential conservation project implementation sites for future Thurston CD or JBLM-SLP partner projects;
- Coordinate with JBLM-SLP Planning and Implementation Committee (PIC) on scoping, planning and implementation of Liaison activities as necessary.

Timeline- Preparation and Planning

- ☐ August-2018 – July 2019 In-kind contribution to initiative. Met with PIC explore possibilities of collaboration strategies and partnership priorities; Studied objectives in collaboration with partners; Developed plan to achieve community development, prairie conservation and other goals;
- ☐ August 2019 – June 30, 2021 Conduct targeted outreach and develop ISPs with agricultural landowners/operators on prairie lands; attend partnership meetings and document progress; Implement technical assistance and other conservation programming

to achieve goals of the project.

Budget and Deliverables

- ☐ \$8,437.50 Year 1 & \$8,438.50 in Year 2 conducting outreach and providing technical assistance to agricultural landowners/operators on prairie lands, plus 10% indirect costs (\$1,875) for total project cost of \$ 18,750;
- ☐ Over the two-year grant period, Thurston CD will conduct outreach to at least 200 agricultural landowners/operators on prairie lands; develop at least three (3) Individual Stewardship Plans (ISPs); offer additional technical assistance and support for landowners/operators on prairie lands; and identify potential conservation project implementation sites for future Thurston CD or JBLM-SLP partner projects. Thurston CD will provide JBLM-SLP marketing materials to landowners/operators and provide verbal JBLM-SLP reference / introduction during site visits and other outreach events.
- ☐ Provide a two-page summary document on deliverable accomplishments, additional need/priorities for assisting agricultural landowners/operators that intersect with critical habitat within the Sentinel Landscape region; and strategies for supporting objectives of the JBLM-SLP at the end of the project.

Item

6

Thurston Conservation District
Proposed 2020 Consolidated Budget
18-Oct-19

Income

Unrestricted

District Services	30,725
WSCC Implementation	95,600
Rates and Charges	551,475
Overhead	88,500

Unrestricted Total 766,300

Restricted

DOE Deschutes	57,433
South Sound Green	179,927
VSP	97,229
JBLM - SLP	9,375
Shellfish NTA	82,055
Riparian NTA	18,500
ESRP Shore Friendly	159,251
Livestock	25,000
Chehalis	86,888
Shellfish Cost Share	143,518
CREP	18,643
NRI Cost Share	88,828
Restricted Total	966,646

Income Total 1,732,946

Budget Surplus 0

Expense

Unrestricted

Salaries, Benefits & Staff Time	304,438
TCD Cost Share	5,000
Professional Services	108,916
Facility, Vehicles and Maintenance	114,450
Supplies	34,860
Conferences, Trainings & Travel	20,000
Insurance and Banking	17,336
Savings and Debt Pay Down	75,000
Unrestricted total	680,000

Program Allocations

South Sound Green	46,300
TCD VSP	40,000
Program Allocations Total	86,300

Salaries & Benefits	546,050
Overhead	61,014
Travel	4,319
Goods & Services	150,439
Equipment	1,000
Cost Share	197,054
Construction	6,770
Restricted Total	966,646

Expense Total 1,732,946

Thurston Conservation District
Proposed 2020 Unrestricted Budget
October 18, 2019

Must Have
Should Have
Nice to Have

Line		Pro-Rated 2019 Actual	2019 Budget	2020 Budget	2019/2020 Difference	Notes
1.0	Income					
1.1	3431100 · Retail Sales					\$30,725
1.1.1	3411140 · TCD Equipment Rentals	1,956	500	2,800	2,300	
1.1.2	3431130 · Soil Testing	5,632	4,500	5,500	1,000	
1.1.3	3431120 · Rental Income	800	791	800	9	
1.1.4	3611120 · Interest on Savings	22	50	25	-25	
1.1.5	3431110 · Plant Sales			21,600	21,600	
1.2	3300000 · Grant Revenue					\$95,600
1.2.1	3340000 · State Grants	95,600	95,600	95,600	0	
1.3	3685200 · Rates & Charges	551,475	551,475	551,475	0	\$551,475
1.4	Overhead					\$88,500
1.4.1	5314999 · Salary Overhead from Grants	44,589	36,574	84,000	47,426	
1.4.2	5966699 · Vehicle Overhead from Grants	4,745	5,049	4,500	-549	
1.5	Total Income			766,300		

2.0	Program Allocations					
2.1	South Sound Green	13,245	46,300	46,300	0	
2.2	VSP	11,227	40,000	40,000	0	
2.3	Total Program Allocations			86,300		

3.0	Expense					
3.1	Administrative Staff Salaries & Benefits					\$215,860
3.2	Staff Time for District Services & Training					\$88,578
3.2.1	District Services	21,344	10,634	41,400	30,766	Includes District Soil Testing, Plant Sale, Equipment Rental, Communications & Grant Writing
3.2.2	Trainings & Certifications	5,859	8,020	18,000	9,980	Increased number of staff
3.2.3	General TA		10,000	10,000	0	
3.2.4	Working Lands Initiative		3,000	3,000	0	
3.2.5	Engineering & Cost Share TA			5,067	5,067	
3.2.6	CTA		11,111	11,111	0	
3.3	TCD Cost Share			5,000	5,000	\$5,000
3.4	Professional Services					\$108,916
3.4.1	5314101 · Legal Services	70,530	54,000	57,416	3,416	
3.4.2	5314102 · Audit & Accounting	15,257	16,824	15,000	-1,824	
3.4.3	5314103 · Computer Services	11,442	22,710	15,500	-7,210	
3.4.4	5314100 · Professional Services	1,212	2,500	10,000	7,500	Potential HR, FCS Group
3.4.5	5314400 · Advertising	1,412	2,436	1,500	-936	
3.4.6	5314117 · Soil Testing Lab	3,035	3,000	3,000	0	
3.4.7	5355001 · Elections Expense	32,429	35,000	6,500	-28,500	\$5,500 contracted staff, \$1,000 printing

Thurston Conservation District
Proposed 2020 Unrestricted Budget
October 18, 2019

Must Have
Should Have
Nice to Have

Line		Pro-Rated 2019 Actual	2019 Budget	2020 Budget	2019/2020 Difference	Notes
3.5	Facility, Vehicles and Maintenance					\$114,450
3.5.1	5314104 · Janitorial Services	2,700	3,784	5,000	1,216	
3.5.2	5314501 · Office Rent	47,400	47,400	47,400	0	
3.5.3	5314700 · Utilities	7,194	7,749	7,500	-249	
3.5.4	5314503 · Equipment Leases	3,042	3,072	3,050	-22	
3.5.5	5314504 · Vehicles	0	3,730	15,000	11,270	\$8,000 state lease; \$15,000 for purchase
3.5.6	Computer Equipment	239	5,000	5,000	0	
3.5.7	5314200 · Communications	5,513	7,385	10,000	2,615	
3.5.8	5313102 · Photocopier Usage	2,290	4,059	5,000	941	
3.5.9	5354800 · Repairs & Maintenance	4,093	6,000	7,000	1,000	
3.5.10	Office Furniture & Equipment	1,097	1,500	3,000	1,500	
3.5.11	New Telephone System			6,500	6,500	
3.6	Supplies					\$34,860
3.6.1	5313101 · Office Supplies	4,612	5,000	7,000	2,000	
3.6.2	5314202 · Postage & Shipping	867	3,000	1,500	-1,500	
3.6.3	5313401 · Plants for Resale	3,574	3,000	12,500	9,500	
3.6.4	5314901 · Meetings & Events	433	1,500	2,000	500	
3.6.5	5314902 · Organizational Dues	6,475	7,000	7,500	500	NACD, WACD, TRPC
3.6.6	Software Licenses	0	0	3,400	3,400	
3.6.7	Board Meeting Snacks	303	745	960	215	\$80 a month for 12 months
3.7	Conferences, Training and Travel					\$20,000
3.7.1	5314302 · Staff Conference & Training Fees		5,500	7,000	1,500	
3.7.2	Board Conference and Training Fees		2,500	2,500	0	
3.7.3	5314300 · Staff Travel	2,029	5,500	5,500	0	
3.7.4	Board Travel	599	5,000	5,000	0	
3.8	Insurance and Banking					\$17,336
3.8.1	5314110 · Bank Fees & Interest Charges	2,332	2,000	1,500	-500	
3.8.2	5314600 · Liability Insurance Premiums	12,330	14,091	15,336	1,245	Increased Liability Premium
3.8.3	5314111 · Late Fees & Penalties	347	500	500	0	
3.9	Savings and Debt Pay Down					\$75,000
3.9.1	Reserve Fund	65,000	65,000	65,000	0	Current Balance: \$65,000
3.9.2	Conservation Education Center Savings Plan	10,000	10,000	10,000	0	Current Balance: \$10,000
4.0	Total Expense			680,000		
5.0	Net Income			0		

Thurston Conservation District
Proposed 2020 Restricted Budget

18-Oct-19

	DOE	Green	Miscellaneous				RCO	WSCC					
	Deschutes	Green	VSP	JBLM - SLP	Shellfish NTA	Riparian NTA	ESRP Shore Friendly	Livestock	Chehalis	Shellfish Cost Share	CREP	NRI Cost Share	Total
	E100	Green	M400	M075	M600	M650	R035	W025	W050	W060	W070	W080	
Salaries & Benefits	20,018	106,828	97,229	8,523	65,644	14,800	100,351	20,000	69,510	18,451	14,914	9,782	546,050
Overhead	5,005	1,882		852	16,411	3,700		5,000	17,378	4,613	3,729	2,446	61,014
Travel	434	1,735	0				2,150						4,319
Goods & Services	25,857	67,832	0				56,750						150,439
Equipment		1,000											1,000
Cost Share										120,454		76,600	197,054
Construction	6,120	650											6,770
Total	57,433	179,927	97,229	9,375	82,055	18,500	159,251	25,000	86,888	143,518	18,643	88,828	966,646

Thurston Conservation District
Proposed 2020 Staffing Plan

18-Oct-19

Assumes 2.8% COLA increase for 2019 and step increases.

Assumes benefits at 32% taxes and benefits.

	FTE	Salary & Benefits	FTE Salary & Benefits	Unrestricted		DOE	Green	Miscellaneous				RCO	WSCC					Total
						E100	Green	M400	M075	M600	M650	R035	W025	W050	W060	W070	W080	
						Deschutes	Green	VSP	JBLM - SLP	Shellfish NTA	Riparian NTA	ESRP Shore Friendly	Livestock	Chehalis	Shellfish Cost Share	CREP	NRI Cost Share	
Administrative Staff																		
Exec Director	1.00	116,703	116,703	95.0%	110,868						5.0%							100%
Admin Assistant	1.00	52,114	52,114	100.0%	52,114													100%
Accountant	0.60	78,404	47,043	100.0%	47,043													100%
Accounting Assistant	0.50	34,610	17,305	100.0%	17,305													
Project Staff																		
South Sound Green Program Manager	1.00	90,624	90,624	15.0%	13,594	2.0%	71.0%					12.0%						100%
South Sound Green Assistant	1.00	46,708	46,708	10.0%	4,671		90.0%											100%
Education and Outreach Specialist	0.80	69,132	55,306	17.0%	9,402	18.0%		35.0%		10.0%	6.0%	9.0%		5.0%				100%
Education and Outreach Assistant	1.00	46,895	46,895	16.0%	7,503	3.0%				20.0%	5.0%	6.0%		50.0%				100%
Habitat Specialist	1.00	64,532	64,532	10.0%	6,453	9.0%					5.0%	14.0%		35.0%	4.0%	23.0%		100%
Natural Resource Technician	1.00	65,996	65,996	10.0%	6,600					59.0%			11.0%		14.0%		6.0%	100%
Conservation Program Manager	1.00	103,556	103,556	14.0%	14,498	1.0%				5.0%		60.0%		20.0%				100%
Natural Resource Specialist	1.00	72,877	72,877	10.0%	7,288			38.0%	11.0%	10.0%		16.0%	6.0%		9.0%			100%
Natural Resource Technician	1.00	70,675	70,675	10.0%	7,067			71.0%					11.0%				8.0%	100%

Tab 7



**TCD Board of Supervisors
Monthly Work Session
Thursday, November 7, 2019 (3:00 pm)
2918 Ferguson St SW, Suite A, Tumwater, WA 98512, 360.754.3588**

No.	Item
-----	------

- | | |
|----|--|
| 1. | Topic List Review |
| 2. | Staff Presentation: Soil Health Project, <i>Nicole Warren (Natural Resource Specialist)</i> |
| 3. | Minutes Review & Revision:
a. October 24 th , 2019 |
| 4. | 2020 Budget Development <i>(if needed)</i> |
| 5. | Citizen's Advisory Committee Policy Development <i>(if needed)</i> |
| 6. | November Board Meeting Agenda Development |
| 7. | December Board Meeting and Work Session Discussion |
| 8. | ED Important Updates & Announcements |

21.X Citizens Advisory Committee Policy

Established/Adopted: _____

Updated: _____

Comment [SW1]: 10.10.2019 Version

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Purpose: To specify the structure and role of a Citizen's Advisory Committee (CAC), established by the District Board of Supervisors to provide assistance and advice to the District. This includes duties of CAC members, as well as the process for selecting and terminating CAC members.

The mission of Thurston Conservation District (TCD) is to conserve and sustain the beneficial use and protection of natural resources in our local communities. The District strives to make available technical, financial and education resources to all land users and citizens of the District. To fulfill this mission effectively and efficiently the District must coordinate and collaborate with numerous agencies and organizations and reach out to the citizens of the District.

The Board of Supervisors should be adequately informed about natural resource conservation concerns and opportunities and land user needs. There is a tremendous diversity of land users and citizens in the District, representing varied interests, objectives and needs. It is impractical for a five-member Board of Supervisors to adequately represent such diversity and thoroughly understand the variety of needs and concerns that exist. Therefore, the Board relies on paid staff, volunteer Associate Supervisors, and a volunteer Citizens Advisory Committee for input and to help inform their decisions and disseminate information to the citizens of the District.

A CAC is a key component of the District's interactions and communication with the community it serves.

Policy: **Structure and Organization of CAC**

[Note to reviewers: this is a first-cut to stimulate discussion. There are probably many alternative approaches, depending on the Board's objectives for the CAC.]

Approach #1

A potential candidate may apply for a vacant CAC position at any time. Supervisors are encouraged to identify and recruit potential CAC candidates. An application approved by the Board will be available for interested candidates on the District website or upon request.

The CAC will consist of 11 positions. Each position will fill a two-year term.

~~Odd numbered positions will begin in January of odd numbered years; even numbered positions in even numbered years. If a term is vacant and a suitable replacement is approved, they will fill whatever portion of the designated term remains.~~

~~Even-numbered positions will serve for two calendar years beginning in January of an even-numbered year and ending in December of an odd-numbered year. Odd-numbered positions will serve for two calendar years beginning in January of an odd-numbered year and ending in December of an even-numbered year.~~

~~A potential candidate may apply for a vacant CAC position at any time. Supervisors are encouraged to identify and recruit potential CAC candidates. An application approved by the Board will be available for interested candidates on the District website or upon request.~~

The District Board of Supervisors will appoint by majority vote the Committee members to fill all positions for the terms beginning in January at their last meeting in the year the term ends. The District Board may fill unexpired terms at any time.

All Committee members must be residents within the District. Positions on the CAC are designated as follows:

Position #	Qualifications of position
1	Nominated by Thurston County Commissioners
2	Landowner in South County
3	Commercial farmer in South County
4	Landowner in Lacey, Olympia, or Tumwater UGAs
5	Landowner in Lacey, Olympia, or Tumwater UGAs
6	Landowner in Northeast County
7	Commercial farmer in Northeast County
8	Landowner in Northwest County
9	Commercial farmer in Northwest County
10	Member of Nisqually, Squaxin Island, or Chehalis Tribe
11	Under-represented community member

12 Member of Community Farm Land Trust

Definitions of "Qualifications"

- J South County is roughly defined as south of Black Lake; the Olympia, Tumwater and Lacey UGA boundaries, and north of Yelm. (The District Board retains the discretion to determine geographic qualifications for residents living near this boundary.)
- J Northeast County is north of "south county", outside of UGAs and east of Budd Inlet
- J Northwest County is north of "south county", outside of UGAs and west of Budd Inlet
- J Commercial farmer is a resident who can demonstrate gross sales of greater than \$10,000 in agricultural products produced on their property. Recruitment of different types of farmers (i.e. produce, forest products, livestock farmers) will be encouraged.
- J The District Board will define under-represented communities prior to appointing this position. Generally the definition will be based on demographic communities that represent a percentage of County agricultural producers or workers that is lower than their percentage of County population. This is likely to include people of Hispanic, African-American, or Middle-eastern heritage. The Board may also apply this designation to a low-income resident of the County.

Approach #2

The CAC will consist of between 9 and 13 positions. All Committee members must be residents within the District. Each position will fill a one-year term. A potential candidate may apply for CAC position at any time. Supervisors are encouraged to identify and recruit potential CAC candidates. An application approved by the Board will be available for interested candidates on the District website or upon request.

- J The Board Supervisors will determine the suitability of a CAC candidate through review of the application, an interview, and assessment of current CAC membership and how the candidate can improve the knowledge base and diversity of the CAC.
- J The Board appoints CAC members by majority vote at a regular TCD board meeting. Positions may be filled at any time.
- J The Board will renew the CAC annually.

- J In November of each year, the Board Chair or Executive Director will notify CAC members in writing to request renewal of their appointment.
- J In December of each year, the Board will vote on whether to renew the CAC and the appointments of any current CAC members who have requested reappointment.
- J The CAC and its members serve at the discretion of the Board of Supervisors, and the Board may terminate the CAC or the appointment of a CAC member at any time.

A goal of the District Board is to appoint CAC members who represent the diversity of the District residents. Elements of this diversity may include:

- J Political: a representative nominated by the County to represent their interests is highly desirable. The Cities and other political entities in the District may also suggest candidates.
- J Geographic: a mix of residents from: the unincorporated areas of the south county (south of Black Lake, UGAs of Olympia, Lacey and Tumwater, and north of Yelm); north county; and the UGAs of Olympia, Lacey and Tumwater
- J Economic: a mix of large commercial farmers, small commercial farmers, landowners with non-commercial agriculture or gardening, low-income residents, and other residents.
- J Demographic: diversity of gender, age, ethnic heritage, and culture. This can include Tribal members, Hispanics, African-Americans, and other under-represented groups.

Comment [SW2]: This seems beyond the purview of these entities... I would recommend the Board retain this authority.

Comment [SW3]: Perhaps consider a % of cooperators who have worked with the CD, have a conservation plan, or have implemented projects. They are familiar with some of the functions of the CD and promote good stewardship, while also understanding the needs/barriers land owners/operators have to implementing BMPs.

Comment [SW4]: This approach seems more efficient and easier to implement – approach #1 is very restrictive and may be hard to maintain

Powers and Duties of the CAC

The CAC and its members serve the District as important liaison and a forum for communication between the District and the Community it serves. The CAC will provide recommendations and advice to the District for consideration. However, final policy decisions are the responsibility of the District Board of Directors, and operational decisions are the delegated responsibility of the Executive Director.

CAC members serve without compensation; however, with prior permission from the Executive Director, they may be reimbursed for expenses incurred conducting District business such as travel or meeting refreshments.

The District Board will establish CAC Operating Rules. In addition, as part of annual planning the Board will establish an annual workplan for the CAC, which will include a schedule for CAC meetings, issues the CAC should routinely review, and mechanisms for communication with the Board. In addition, the Board may pose a particular issue or question to the CAC, and ask for a special meeting to provide review and advice.

The following is a list of some of the common duties performed by the CAC:

- J Provide feedback on District programs, services, and service delivery methods.
- J Review the District's budget and annual plan, and prioritize actions in the 5-year strategic plan;
- J Review Rates and Charges reporting to the County;
- J Review annual elections and District appointments;
- J Review policies and suggest areas and priorities for policy revision;

-)] Represent the community by knowing their concerns and accomplishments and use this information to help direct District policies;
-)] Advise on outreach and education programs;
-)] Collect information and feedback from citizens and recipients regarding District services and programs

Minimum Job Requirements

CAC members bring unique perspectives to the discussions, and it is hoped that members will become informed about the issues, participate constructively in discussions, and serve as an accurate and objective information conduit with others outside the meetings who should be aware of Council discussions.

Specifically, Council members will:

-)] Attend CAC meetings regularly (more than half of the meetings each calendar year);
-)] Review materials in advance of meetings, including policy and planning documents, meeting summaries, and financial analyses to understand the scope of the issues and potential approaches.
-)] Bring a valuable and informed perspective, and contribute useful information to the process.
-)] Work collaboratively, constructively and creatively to support the CAC to effectively advise the District by aligning with the District's mission, performing designated duties, and communicating with the Board;
-)] Communicate actively with the community to bring back information and viewpoints to the CA;
-)] Participate in other CAC roles or activities as needed that the Board requests or agrees to.
-)] Abide by the Operating Rules.

Qualifications & Skills

CAC members shall identify and demonstrate the knowledge, experience, and expertise that they will employ. Specific skills are less important than a demonstrated commitment to work actively on CAC activities and communicate with the community and the Board.

Tab

12

To: TCD Board of Supervisors
From: Sarah Moorehead (*Executive Director*)
Date: October 24th, 2019
Subject: Executive Director's Report



Priority Initiative Updates

Rates and Charges

On Tuesday, October 15th, 2019 the Thurston Board of County Commissioners approved Thurston CD's proposed system of rates and charges for 2020 – 2024!

Attached is the renewal contract for FCS Group, matching the length of approved system of rates and charges. FCS Group updates the billing database annually and provides it to the Thurston County Treasurer for collection of rates and charges.

I would like to request this contract be added to the consent agenda for approval at the October 24th, 2019 Board Meeting.

Working Lands Preservation

Conversations continue with community partners to build support for a working lands preservation proposal developed in 2020. WSU Extension Thurston County and USFWS staff have been supportive of finding solutions that preserve agricultural lands and open space for ESA listed species habitat. Conversations with the Sentinel Landscape Partners and Thurston County staff will take place next week.

Orca Recovery Day

See attached flyer for Orca Recovery Day event. Update will be provided at October 24th, 2019 Board Meeting.

WSCC Gap Analysis

Thurston CD is working to support WSCC in preparing a gap analysis report for the legislature to demonstrate existing and future need for technical assistance and BMP implementation funding. This report will help inform legislators and others about the needs of landowners and operators throughout Washington State. WSCC and WACD intend to utilize this data to build future budget requests and support beneficial legislation, respectively.

District Operations

August 22nd, 2019 Action Items:

- 1. The review of the August 2019 Minutes has been moved to Oct. Work Session.**
Completed.
- 2. VSP MOU will be added to the Oct. Consent Agenda.**
Completed.
- 3. A Department of Ecology update will be added to the Agenda under the Partners Reports.**

Completed.

4. **Supervisors attending the WACD Southwest Meeting will register with ED Moorehead.**

Completed.

5. **On the Budget and in an official capacity, the former “Office Relocation Fund” will now be referred to as the “Conservation and Education Center”.**

Completed.

6. **ED Moorehead will work with Supervisor Pickett on some talking points for the strategic plan public meetings for discussion at the October work session.**

Completed.

7. **Strategic Plan Staff ideas will be made available to the Board for their review.**

This will take place during WSCC facilitated sessions in January.

8. **ED Moorehead will provide recommendations on an evaluation process for her position for the October work session.**

Tabled to October Board Meeting.

9. **ED Moorehead will draft a hierarchy of Policy needs broken into two categories: issues related to staff that might be affected by collective bargaining and issues related to the Board that is not likely to be affected by bargaining.**

In progress. Will be ready for Supervisor review and prioritization at December Board Work Session, inclusive of priorities identified in collective bargaining.

Long Range Strategic Plan Update

See attached flyer for community listening sessions. Update will be provided at October 24th, 2019 Board Meeting.

CONTRACT AGREEMENT

BETWEEN

**FINANCIAL CONSULTING SOLUTIONS
GROUP, INC.**

Redmond Town Center
7525 – 166th Ave. NE, Suite D-215
Redmond, Washington 98052

AND

**THURSTON CONSERVATION
DISTRICT**

2918 Ferguson Street SW
Suite A
Tumwater, WA 98512

PROJECT: BILLING DATABASE MAINTENANCE

THIS AGREEMENT combines all understandings between the Parties regarding professional services for the Project named above and supersedes all prior proposals, quotations, solicitations, negotiations, representations, agreements or understandings, whether written or oral.

The performance of the professional services herein described and authorized by Thurston Conservation District (Client), as well as payment for such services, shall be in accordance with the terms and conditions presented in this Agreement and the following Sections and Exhibits which are attached and incorporated by reference which, taken together, shall constitute the whole Agreement.

- Section I** - **Relationship of the Parties**
- Section II** - **Contract Provisions**
- Exhibit A** - **Scope of Work and Budget**
- Exhibit B** - **Fee Schedule**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this ____ th day of _____ 2017.

APPROVED:

**FINANCIAL CONSULTING
SOLUTIONS GROUP, INC.**

APPROVED:

THURSTON CONSERVATION DISTRICT

John Ghilarducci
President

Date: _____

Paul Pickett
Board Chair

Date: _____

SECTION I: RELATIONSHIP OF THE PARTIES

The Thurston Conservation District ("Client"), desires to maintain its billing database from year to year ("Study"). In furtherance of the Study, the Client hereby contracts with **Financial Consulting Solutions Group, Inc.** ("FCS GROUP") to perform the professional services described in Exhibit A of this Agreement. All services shall be performed under the supervision of the Client's Representative, Sarah Moorehead, or a designee or designees identified in writing to FCS GROUP by the Client's Representative.

This Agreement shall inure to the benefit of and be binding upon successors, assigns, and legal representatives of each of the Parties hereto. Any assignment or transfer of an interest in this Agreement by either Party without the written consent of the other shall be void.

SECTION II: CONTRACT PROVISIONS

1. Scope of Work: FCS GROUP shall perform the service for the Client as defined in Exhibit A of this Agreement.

2. Time for Completion: The Scope of Work for the conduct of the Study as set forth above is anticipated to be completed by FCS GROUP within a time frame approximating that shown by the following schedule:

Notice to Proceed: On or before October 25, 2019.

Completion of Billing Database: Annually on or before December 15 of each year through 2023.

Completion of Services: No later than February 29, 2024.

FCS GROUP agrees to perform the work described in the Scope of Work guided by the contract schedule. Any delays shall be agreed upon by FCS GROUP and Client prior to the due date. Changes in the schedule caused by Client delays may require additional compensation and a change order. Due to the need and urgency of this Study, both parties to this Agreement agree that they will endeavor to adjust the respective party's work and process as necessary to accommodate that objective.

If FCS GROUP is delayed in the performance of services by conditions which are beyond their control, or by a Client requested change in the scope of work, the schedule showing time of performance may be revised. Any revision thereto shall be submitted in writing to the Client for review and approval by the Client Representative. If FCS GROUP's services are temporarily suspended by the Client in the interest of the Study and with written notice to FCS GROUP, and the suspensions last longer than 90 consecutive days, FCS GROUP shall be compensated for any additional labor and direct expenses incurred due to the interruption and resumption of services.

3. Payment: FCS GROUP will be paid by the Client on a time and expense basis as outlined below and in accordance with the hourly billing rates attached hereto as Exhibit B. FCS GROUP agrees to perform the services as set forth in Exhibit A at a cost not to exceed **\$30,950**. It is understood that FCS GROUP will not exceed this amount without the Client's prior written authorization.

Payment to FCS GROUP for services set forth in Exhibit A shall be: an amount equal to FCS GROUP's hourly billing rates as set forth in Exhibit B multiplied by the actual hours worked. Should any unforeseen project delays, not caused by FCS GROUP, and/or any requested amendments to the original scope of work, cause this Agreement to extend more than 90 days past the original contracted schedule date, any work and/or amendments to the work shall be billed at the hourly billing rates in effect for the period of time the work is being performed. If said change in billing rates will cause the Study to exceed the amount stated in the preceding paragraph, a change order will be prepared, negotiated and signed by both parties.

Study related direct expenses will not be charged except as identified in Exhibit B for mileage. Payment shall be made monthly upon receipt and approval of FCS GROUP's invoice, subject to the Client's remittance approval process.

4. Supplemental Agreements: Supplemental Agreements may be entered into upon mutual written agreement that would increase or decrease the scope and associated costs and payment.

5. Work to be Accomplished: All work accomplished will be performed under the direction of the Client Representative or his/her Designee.

6. Termination: This Agreement may be terminated by the Client by giving FCS GROUP written notice of such termination no fewer than fifteen (15) days in advance of the effective date of said termination. FCS GROUP shall be entitled to terminate this Agreement only in the case of a material breach by the Client, and upon failure of the Client to remedy said breach within fifteen (15) days of said notice. In the event that the Agreement is terminated before completion, FCS GROUP shall be paid for the services to date on the basis set forth in Paragraph 3, plus 10% of the total compensation earned to time of termination to compensate for FCS GROUP's rescheduling adjustments, reassignment of personnel, and related costs incurred due to termination. The Client shall notify FCS of termination or abandonment in writing.

7. Indemnity: FCS GROUP shall comply with all Federal Government, State and local laws and ordinances applicable to the work to be done under this Agreement.

FCS GROUP hereby agrees to hold the Client harmless from and shall process and defend at its own expense, specific claims, demands or suits at law or equity, arising from FCS GROUP's negligent performance of the provisions of this Agreement; provided that if the Client and FCS GROUP are concurrently negligent, FCS GROUP shall be required to indemnify and defend only in proportion to negligence of FCS GROUP. These indemnity provisions shall not require FCS GROUP to defend or indemnify the Client against any action based solely on the alleged negligence of the Client.

8. All Work Produced is Joint Property of FCS GROUP and the Client: The materials, computer programs, reports, calculations, analyses, etc., generated by FCS GROUP under this Agreement including the final report shall be the joint property of the Client and FCS GROUP. FCS GROUP may retain copies thereof for work paper documentation and their own use unless specifically restricted in writing by the Client as to use.

Computer models use generally available software, such as Microsoft Excel (TM), and FCS GROUP does not intend or imply any warranty of those programs.

9. Financial Forecasts: Neither FCS GROUP's name nor the report and its financial projections may be referred to or included in any prospectus or as a part of any offering or representation made in connection with the sale of securities or participation interests to the public, whether through a public or private offering.

The information used in developing the forecast assumptions will be derived from published information, Client provided data and information, and other sources FCS GROUP considers appropriate. However, FCS GROUP cannot assume responsibility for the accuracy of such material. Moreover, forecasts are subject to many uncertainties as to the future; therefore, FCS GROUP cannot represent that the Client's projected financial performance will be representative of the results that actually occur. FCS GROUP will endeavor to include appropriate comments drawing the readers' attention to these matters.

10. Integrated Agreement: This Agreement together with attachments or addenda, represents the entire and integrated agreement between the Client and FCS GROUP supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended by written instrument signed by both the Client and FCS GROUP.

11. Independent Contractor: The parties intend that an independent Contractor/Client relationship will be created by this Agreement. No agent, employee, or representative of FCS GROUP shall be deemed to be an agent, employee, or representative of the Client for any purpose. FCS GROUP shall be solely responsible for all acts of its agents, employees, representatives, and subcontractors during the performance of this Agreement.

12. Equal Opportunity: FCS GROUP is committed to the principles of providing equal employment opportunities for all employees. The performance and diversity of our employees will help us meet the challenges of the present and the future in serving our clients. This policy statement is a reaffirmation of our long-standing commitment to provide equal opportunity on the basis of individual merit and personal qualifications to employees and applicants for employment without regard to race, color, religious creed, sex, sexual orientation or preference, gender identity, genetic characteristics or information of employee or family, age, national origin, ancestry, marital status, citizenship, the presence of sensory, mental, or physical disability, pregnancy/childbirth or related condition, medical condition, membership in the military service, veteran's status, political ideology or any other basis protected by applicable federal, state, or local laws.

13. Notices: Notices to the Client shall be sent to the following address:

Thurston Conservation District
Attention: Sarah Moorehead, Executive Director
2918 Ferguson St. SW, Suite A
Tumwater, WA 98512

Notices to FCS GROUP shall be sent to the following address:

Financial Consulting Solutions Group, Inc.
Attention: John Ghilarducci, President
Redmond Town Center
7525 – 166th Ave. NE, Suite D-215
Redmond, Washington 98052

EXHIBIT A: STUDY SCOPE OF WORK AND TASK PLAN

FCS GROUP will update the Thurston Conservation District’s billing database each year for up to five years (2019 for 2020 billing; 2020 for 2021 billing; 2021 for 2022 billing; 2022 for 2023 billing; and 2023 for 2024 billing). The following work plan would apply. Deliverables will include an updated Excel-based billing database for each year’s billing.

- 1. Data Collection / Review** – Collect updated customer information each year from the County Assessor’s office.
- 2. Billing database** – Update the billing database used to bill District customers each year:
 - Update customer data compilation. Compile new customer information needed to base rates. FCS GROUP will use information received on specific inclusions / exclusions to the list of those to be billed, and update the list of those to be billed.
 - Establish billing database for each year. Incorporating new customer information and refinements, FCS GROUP will develop a billing database for the District each year for up to five years (2019 for 2020 billing; 2020 for 2021 billing; 2021 for 2022 billing; 2022 for 2023 billing; and 2023 for 2024 billing).
- 3. Meetings** – It is anticipated that one meeting per year may be needed. The following meetings are included:
 - District staff. FCS GROUP will meet with District staff up to one time each year remotely via video conference to review and discuss findings.

The cost of providing these services will not exceed \$39,355 without written approval by the Client. The budget summary below, details expected effort and associated cost.

	Ghilarducci	Tacia	Consultant	Support		
	\$ 265	\$ 165	\$ 135	\$ 85	Hours	Cost
1. Data Collection / Review	5	10	18	5	38	\$ 5,830
2. Billing Database						
2.1 - Customer data	5	10	60	0	75	\$ 11,075
2.2 - Billing database	5	20	100	0	125	\$ 18,125
3. Meetings						
3.1 - Staff (5)	5	10	10	0	25	\$ 4,325
Total Hours	20	50	188	5	263	
Total Fee Budget	\$ 5,300	\$ 8,250	\$ 25,380	\$ 425		\$ 39,355

EXHIBIT B: FINANCIAL CONSULTING SOLUTIONS GROUP, INC. FEE SCHEDULE

LABOR

<u>Name</u>	<u>Title</u>	<u>Hourly Billing Rate</u>
John Ghilarducci	President / Principal	\$265
Brooke Tacia	Project Manager	\$165
Consultant Staff		\$135
Administrative & Graphic Support		\$85

DIRECT EXPENSES

Direct expenses will not be charged for ordinary study-related expenses. For any client-requested extraordinary expenses, the Client will reimburse FCS GROUP for the cost.

September 2019 Staff Report

Progress on Annual Plan

Goals Worked On	Work Done
13	<ul style="list-style-type: none"> 22 Landowners
22	<ul style="list-style-type: none"> Served 1 non-commercial operator Served 1 commercial operator 1 training NRCS Conservation Planning 1 training WSU Summer Cover Crops Trial Conducted one site visit
23	<ul style="list-style-type: none"> Enrolled 5 acres in FarmLink
25	<ul style="list-style-type: none"> Flexible Farming workshop 9/7 September Quarterly Report
28	<ul style="list-style-type: none"> 1 VSP plan completed and given to non-commercial landowner Working on 1 conservaytion plan
29	<ul style="list-style-type: none"> 9 BMPs were recommended to landowners
30	<ul style="list-style-type: none"> 30% implementation
32	<ul style="list-style-type: none"> Held 1 workshops/field tour combo event. 18 out of required 15 workshops held- goal exceeded. Held 3 workshops and one community tour. 17 out of required 15 workshops held- goal exceeded.
33	<ul style="list-style-type: none"> Coordination of Orca Recovery Day event

37	) Tabled at the Tumwater Farmers Market 9/4
41	) 1 workshop held in September had local refreshments) Served 1 commercial operation) commercial operations 6 site visits and soil tests tracked) backyard/homestead gardens 9 site visits and soil tests tracked
44	) Participated in workshop addressing climate change adoptions
48	) Attended both SSFSN and STEDI monthly meetings
55	) Workshop held in September was climate focused- Flexible Farming: Climate Adaptive Practices) Presented on the Northwest Climate Toolbox at the Flexible Farming workshop on September 7.
59	) Presented to the Nisqually River Foundation
61	) Created new outreach material for Shore Friendly program) Reached out to local legislators specifically regarding Flexible Farming workshop and Orca Recovery Day
69	) 63 teachers enrolled in SS GREEN for 2019-2020 school year
71	) Water Quality Monitoring Training for teachers on 9/21 (31 participants)
72	) 25 students visited student oyster garden/nearshore program
78	) 600 total attendees at this year's events.
89	) Attended Planner Certification Training
94	) Maintained CD social media and newsletter outreach, tabled at Tumwater Farmers Market

Staff Highlights

-) In September we filled our Community Outreach Assistant position to grow our education, volunteer programing, and outreach capacity. It has been wonderful so far and you can expect an update from Kiana in November.
-) September: Met with 32 teachers to plan for their participation in GREEN this school year; conducted interviews and hired Sam Nadell as the South Sound GREEN Watershed Educator; first SS GREEN Advisory meeting of the new school year
-) Going to Planner Certification Training helped develop my conservation skills and assisting operators in proper land stewardship practices.
-) In September, I attended an NRCS Conservation Planning Course, which is a requirement for my Certified Planner designation that I will complete in December. I continued to work on my conservation plan for a landowner in the Deschutes watershed, and I started to incorporate the new information that I received from the course into the contents of the plan.
-) I greatly appreciate the opportunity this September to present at the Flexible Farming workshop on the Northwest Climate Toolbox. This toolset is an invaluable reference I use regularly in my own work to frame my thinking. Having the space to relate climate change projection data to agricultural producers and community members in agricultural terms was something I found very meaningful.
-) September:
 - On-boarded 1 new employee
 - Submitted 2019 PERS Compliance Review Documents
 - Completed the Unearned Revenues and Liabilities Clean-up Project



FALL 2019

DROUGHT & IRRIGATION WORKSHOPS

Irrigation Efficiencies & System Set Up

Saturday, Nov. 2nd, 2-4 pm

Helsing Junction Farm, Independence Valley

Come learn about irrigation efficiencies programs and irrigation system set up. Representatives from the WA State Conservation Commission & Helsing Junction Farm will share their experiences & recommendations.

Drought Tolerant Cropping

Wednesday, Nov. 13th, 6-8 pm

WSU Extension Office, Th. Co. Fairgrounds

Join Thurston CD & WSU Extension staff to talk about drought tolerant crops and crop systems in the PNW.

Current research and practices will be shared!

Climate Change Impacts on Local Agriculture: Producer Panel

Tuesday, Dec. 10th, 6-8:30 pm

Brighton Park Grange Hall, Tumwater

Come hear from local farmers about how the current drought conditions and local climate change conditions have impacted their production and practices.

WWW.THURSTONCD.COM





STRATEGIC PLANNING COMMUNITY SESSIONS

Thurston Conservation District is updating our
five-year strategic plan!

Join us to share your input on our priorities for on-the-ground
conservation work in our community moving forward.

There are three opportunities for you to join us.

TUES, NOV. 12TH | SPSCC LACEY
6 – 7:30PM

THURS, NOV. 14TH | YELM COMMUNITY CENTER
6 – 7:30PM

TUES, NOV. 19TH | GATE COMMUNITY SCHOOL HOUSE
6 – 7:30PM

Questions? Contact Sarah Moorehead, Executive Director
smoorehead@thurstoncd.com // 360-754-3588 ext. 114

