



Thurston Conservation District Board of Supervisors

Regular Meeting Agenda

November 21st, 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** **5:35 PM**
5 minutes
3. **Consent Agenda – Action Item** **5:40 PM** *A/S: 92*
5 minutes
 - A. October Financial Report
 - B. October 24th, 2019 Board Meeting Minutes
 - C. Shore Friendly South Sound ILA
 - D. WSCC Elections Survey Response
4. **Public Comment** **5:45 PM**
15 minutes

*Three minutes per person
5. **Partner Reports** **6:00 PM**
15 minutes
 - A. Natural Resources Conservation Service (NRCS), *Jeff Swotek*
 - B. Department of Ecology, *Sheila Marcoe*
 - C. Washington State Conservation Commission (WSCC), *Jean Fike*
 - D. Washington Association of Conservation Districts (WACD), *Doug Rushton*
 - E. National Association of Conservation Districts (NACD), *Doug Rushton*
6. **Financial Report** **6:15 PM** *A/S: 92*
15 minutes
 - A. Thurston CD 2020 Budget, *All – Action Item*
7. **Resolution #2019-16: Establishing the 2020 Election Date, Time, Location and Method – Action Item** **6:30 PM** *A/S: 92*
5 minutes
8. **Governance** **6:35 PM** *A/S: 92*
20 minutes
 - A. December Work Session Topic List, *All*
 - B. Strategic Planning Process Update, *Sarah Moorehead*
 - C. TCD Officer Elections, *All – Action Item*
 - D. Citizens Advisory Policy: Development, *All*

9. Executive Session: To review the performance of a public employee.

6:55 PM

15 minutes

RCW 42.30.110 (g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

10. Executive Session Report Out

7:10 PM

5 minutes

11. Closed Session: To discuss collective bargaining negotiations.

7:15 PM

20 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..

12. Other Reports

7:35 PM

15 minutes

- A. Board of Supervisor Reports
- B. Executive Director Report
- C. Correspondence

Adjourn

7:50 PM

Time Allotment: 2hr 30 min

Key: A/S (Annual & Strategic Plans)

Important Dates

November

| | | |
|------|---|-----------------------|
| 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: 3:00pm – 5:00pm | TCD Office |
| 12th | Monthly Board Meeting: 5:30pm – 8:00pm | TCD Office |
| 25th | TCD CLOSED – Christmas Day | |

Item

3

Thurston Conservation District Consent Agenda Decision Sheet November 21st, 2019



Consent Agenda - Action Item

- A. October Financial Report
- B. October 24th, 2019 Board Meeting Minutes
- C. Shore Friendly South Sound ILA
- D. WSCC Elections Survey Response

A. October Financial Report

Proposed action: accept without amendment and approve.

Action taken:

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

B. October 24th, 2019 Board Meeting Minutes

Proposed action: accept without amendment and approve.

Action taken:

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

C. Shore Friendly South Sound ILA

Proposed action: accept without amendment and approve.

Action taken:

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

D. WSCC Elections Survey Response

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 November 21st, 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

October 2019 Financial Notes

Total (Restricted and Unrestricted) Year-to-Date Profit and Loss (Page 2)

1. All grants have been signed, which means that we are now able to voucher for all grants. Grants that were signed late have been vouchered as of October with an effective date of July 1, 2019.
2. The large payment of \$200,128.16 from Rates and Charges was deposited on November 12th. This amount will be reflected in the December 2019 Financial Report.

Balance Sheet (Page 5)

3. The budgeted amounts for the Reserve Fund and the Conservation Education Center Fund were transferred to savings accounts on November 14th. These amounts will be reflected in the December 2019 Financial Report.

Unrestricted Profit & Loss Budget vs Actual (Page 6)

4. The budgeted amount for Unrestricted Grant Revenue has increased to \$111,546.40 from \$95,600 because of increased CTA and Gap Analysis funding.

Thurston Conservation District Profit & Loss

January through October 2019

| | Jan - Oct 19 |
|---|--------------|
| Ordinary Income/Expense | |
| Income | |
| 3431100 · Retail Sales | |
| 3411140 · TCD Equipment Rentals | 899.49 |
| 3431130 · Soil Testing | 4,639.61 |
| 3431120 · Rental Income | 731.09 |
| 3411150 · Miscellaneous Sales | 6.50 |
| Total 3431100 · Retail Sales | 6,276.69 |
| 3611100 · Interest Income | 15.36 |
| 3300000 · Grant Revenue | 483,834.05 |
| 3685201 · Rates and Charges | 325,421.02 |
| 3670000 · Contributions Private | 2,500.00 |
| Total Income | 818,047.12 |
| Gross Profit | 818,047.12 |
| Expense | |
| 5966699 · Vehicle Allocation | 0.00 |
| 5314999 · Overhead Allocation | 0.00 |
| 5531010 · Salaries & Benefits | 426,548.51 |
| Stipends | 1,000.00 |
| 5314101 · Legal Fees & Services | 48,876.58 |
| 5314102 · Audit & Accounting | 10,248.10 |
| 5314103 · Computer Services | 9,604.86 |
| 5314106 · PDR Expense | 99.00 |
| 5314100 · Professional Services | 14,585.55 |
| 5355001 · Election Expense | 32,428.70 |
| 5314400 · Advertising | 4,473.58 |
| 5314117 · Soil Testing | 3,644.40 |
| Hiring Costs | 90.00 |
| 5314104 · Janitorial Services | 2,250.00 |
| 5314501 · Office Rent | 39,500.00 |
| 5314700 · Utilities | 5,705.27 |
| 5314503 · Equipment Leases | 2,334.89 |
| 5314200 · Communications | 5,350.09 |
| 5313102 · Photocopier Usage | 2,499.41 |
| 5354800 · Repairs & Maintenance | 4,960.02 |
| 5313101 · Office Supplies | 5,665.01 |
| 5314202 · Postage & Shipping | 3,952.31 |
| 5313401 · Plants for Resale | 1,156.95 |
| Project Expenses | |
| 5314901 · Meeting & Event Supplies | 1,995.08 |
| 5313103 · Project Supplies | 13,522.41 |
| 5314116 · Project Equipment | 15,128.91 |
| 5314113 · Teacher Substitute Stipends | 9,788.22 |
| 5314112 · Bus Transportation | 12,552.58 |
| 5314502 · Site Rental | 1,382.31 |
| Total Project Expenses | 54,369.51 |
| 5314902 · Dues and Subscriptions | 6,250.00 |
| Board Meeting Snacks | 322.65 |
| 5314203 · Printing Services | 5,741.27 |
| 5314307 · Licenses and Permits | 378.00 |
| 5314302 · Staff - Conference & Training | 983.69 |
| 5314300 · Staff - Travel | 5,864.40 |
| 5314301 · Board Travel | 674.56 |
| 5314108 · Construction & Landscaping | 16,951.12 |
| 5314110 · Bank Fees & Interest Charges | 1,836.52 |
| 5314600 · Liability Insurance Premiums | 11,718.00 |
| 5314111 · Late Fees & Penalties | 709.58 |
| Sales Tax Adjustments | 104.88 |
| Outstanding Debt | 8,763.79 |
| 5314998 · Sponsor Match Allocation | 0.00 |
| Budget Reconciliation | 0.00 |
| 66900 · Reconciliation Discrepancies | 0.95 |
| 5945360 · Capital Outlays | |
| 5966601 · Office Furniture & Equipment | 731.16 |
| 5966402 · Computer & Software Purchases | 4,289.31 |
| 5966400 · Machinery and Tools | 6,628.11 |
| Total 5945360 · Capital Outlays | 11,648.58 |
| Total Expense | 751,290.73 |
| Net Ordinary Income | 66,756.39 |
| Net Income | 66,756.39 |

Thurston Conservation District

Profit & Loss

October 2019

| | Oct 19 |
|---|-----------|
| Ordinary Income/Expense | |
| Income | |
| 3431100 · Retail Sales | |
| 3411140 · TCD Equipment Rentals | 251.60 |
| 3431130 · Soil Testing | 546.19 |
| 3431120 · Rental Income | 131.88 |
| Total 3431100 · Retail Sales | 929.67 |
| 3611100 · Interest Income | 0.26 |
| 3300000 · Grant Revenue | 79,452.84 |
| 3685201 · Rates and Charges | 8,073.30 |
| Total Income | 88,456.07 |
| Gross Profit | 88,456.07 |
| Expense | |
| 5966699 · Vehicle Allocation | 0.00 |
| 5314999 · Overhead Allocation | 0.00 |
| 5531010 · Salaries & Benefits | 64,492.02 |
| 5314101 · Legal Fees & Services | 799.00 |
| 5314103 · Computer Services | 1,144.00 |
| 5314400 · Advertising | 354.35 |
| 5314117 · Soil Testing | 605.80 |
| 5314104 · Janitorial Services | 225.00 |
| 5314700 · Utilities | 480.74 |
| 5314503 · Equipment Leases | 306.66 |
| 5314200 · Communications | 898.64 |
| 5313102 · Photocopier Usage | 286.72 |
| 5354800 · Repairs & Maintenance | 796.52 |
| 5313101 · Office Supplies | 1,053.89 |
| 5314202 · Postage & Shipping | 378.41 |
| Project Expenses | |
| 5314901 · Meeting & Event Supplies | 570.25 |
| 5313103 · Project Supplies | 410.40 |
| 5314116 · Project Equipment | 5,459.35 |
| 5314502 · Site Rental | 0.00 |
| Total Project Expenses | 6,440.00 |
| Board Meeting Snacks | 58.26 |
| 5314203 · Printing Services | 733.26 |
| 5314302 · Staff - Conference & Training | 200.00 |
| 5314300 · Staff - Travel | 568.44 |
| 5314301 · Board Travel | 274.92 |
| 5314108 · Construction & Landscaping | 7,222.53 |
| 5314110 · Bank Fees & Interest Charges | 50.55 |
| 5314600 · Liability Insurance Premiums | 1,278.00 |
| 5945360 · Capital Outlays | |
| 5966402 · Computer & Software Purchases | 1,760.31 |
| Total 5945360 · Capital Outlays | 1,760.31 |
| Total Expense | 90,408.02 |
| Net Ordinary Income | -1,951.95 |
| Net Income | -1,951.95 |

Thurston Conservation District Profit & Loss Prev Year Comparison

January through October 2019

| | Jan - Oct 19 | Jan - Oct 18 | \$ Change | % Change |
|---|-------------------|--------------------|--------------------|---------------|
| Ordinary Income/Expense | | | | |
| Income | | | | |
| 3431100 - Retail Sales | | | | |
| 3431110 - Plant Sales | 0.00 | 18,908.25 | -18,908.25 | -100.0% |
| 3411140 - TCD Equipment Rentals | 899.49 | 2,716.18 | -1,816.67 | -66.9% |
| 3431130 - Soil Testing | 4,639.61 | 6,082.68 | -1,443.07 | -23.7% |
| 3431120 - Rental Income | 731.09 | 637.87 | 93.22 | 14.6% |
| 3411150 - Miscellaneous Sales | 6.50 | 1,327.13 | -1,320.63 | -99.5% |
| Total 3431100 - Retail Sales | 6,276.69 | 29,672.09 | -23,395.40 | -78.9% |
| 3611100 - Interest Income | 15.36 | 133.30 | -117.94 | -88.5% |
| 3300000 - Grant Revenue | 483,834.05 | 672,458.34 | -188,622.29 | -28.1% |
| 3685200 - County Assessment | 0.00 | 17,258.88 | -17,258.88 | -100.0% |
| 3685201 - Rates and Charges | 325,421.02 | 0.00 | 325,421.02 | 100.0% |
| 3670000 - Contributions Private | 2,500.00 | 100.00 | 2,400.00 | 2,400.0% |
| 3600000 - Miscellaneous Revenue | 0.00 | 907.78 | -907.78 | -100.0% |
| Total Income | 818,047.12 | 720,528.39 | 97,518.73 | 13.5% |
| Gross Profit | 818,047.12 | 720,528.39 | 97,518.73 | 13.5% |
| Expense | | | | |
| 5966999 - Vehicle Allocation | 0.00 | 0.00 | 0.00 | 0.0% |
| 5314999 - Overhead Allocation | 0.00 | 0.00 | 0.00 | 0.0% |
| 5531010 - Salaries & Benefits | 426,548.51 | 459,601.88 | -33,053.37 | -7.2% |
| Stipends | 1,000.00 | 1,000.00 | 0.00 | 0.0% |
| 5314101 - Legal Fees & Services | 48,876.58 | 4,207.50 | 44,669.08 | 1,061.7% |
| 5314102 - Audit & Accounting | 10,248.10 | 31,505.69 | -21,257.59 | -67.5% |
| 5314103 - Computer Services | 9,604.86 | 13,683.88 | -4,079.02 | -29.8% |
| 5314106 - PDR Expense | 99.00 | 0.00 | 99.00 | 100.0% |
| 5314100 - Professional Services | 14,585.55 | 50,735.96 | -36,150.41 | -71.3% |
| 5355001 - Election Expense | 32,428.70 | 5,550.00 | 26,878.70 | 484.3% |
| 5314400 - Advertising | 4,473.58 | 1,833.27 | 2,640.31 | 144.0% |
| 5314117 - Soil Testing | 3,644.40 | 3,607.20 | 37.20 | 1.0% |
| Hiring Costs | 90.00 | 0.00 | 90.00 | 100.0% |
| 5314104 - Janitorial Services | 2,250.00 | 2,877.37 | -627.37 | -21.8% |
| 5314501 - Office Rent | 39,500.00 | 39,500.00 | 0.00 | 0.0% |
| 5314700 - Utilities | 5,705.27 | 6,886.81 | -1,181.54 | -17.2% |
| 5314503 - Equipment Leases | 2,334.89 | 2,330.00 | 4.89 | 0.2% |
| 5314504 - Vehicle Leases | 0.00 | 6,820.49 | -6,820.49 | -100.0% |
| 5314200 - Communications | 5,350.09 | 4,030.69 | 1,319.40 | 32.7% |
| 5313102 - Photocopier Usage | 2,499.41 | 3,508.64 | -1,007.23 | -28.7% |
| 5354800 - Repairs & Maintenance | 4,960.02 | 1,298.31 | 3,661.71 | 282.0% |
| 5313101 - Office Supplies | 5,665.01 | 2,670.57 | 2,994.44 | 112.1% |
| 5314202 - Postage & Shipping | 3,952.31 | 1,039.02 | 2,913.29 | 280.4% |
| 5313401 - Plants for Resale | 1,158.95 | 3,102.50 | -1,943.55 | -62.7% |
| Project Expenses | | | | |
| 5314901 - Meeting & Event Supplies | 1,995.08 | 2,898.63 | -903.55 | -31.2% |
| 5313103 - Project Supplies | 13,522.41 | 23,011.91 | -9,489.50 | -41.2% |
| 5314116 - Project Equipment | 15,128.91 | 0.00 | 15,128.91 | 100.0% |
| 5314113 - Teacher Substitute Stipends | 9,788.22 | 4,716.95 | 5,071.27 | 107.5% |
| 5314112 - Bus Transportation | 12,552.58 | 6,511.74 | 6,040.84 | 92.8% |
| 5314602 - Site Rental | 1,382.31 | 1,151.29 | 231.02 | 20.1% |
| Total Project Expenses | 54,369.51 | 38,290.52 | 16,078.99 | 42.0% |
| 5314902 - Dues and Subscriptions | 8,250.00 | 952.00 | 5,298.00 | 566.5% |
| Board Meeting Snacks | 322.65 | 0.00 | 322.65 | 100.0% |
| 5314203 - Printing Services | 5,741.27 | 881.39 | 4,859.88 | 551.4% |
| 5314307 - Licenses and Permits | 378.00 | 221.99 | 156.01 | 70.3% |
| 5314302 - Staff - Conference & Training | 983.69 | 3,514.08 | -2,530.39 | -72.0% |
| 5314300 - Staff - Travel | 5,864.40 | 5,740.19 | 124.21 | 2.2% |
| 5314301 - Board Travel | 674.56 | 0.00 | 674.56 | 100.0% |
| 5314108 - Construction & Landscaping | 16,951.12 | 148,033.10 | -131,081.98 | -88.6% |
| 5314110 - Bank Fees & Interest Charges | 1,836.52 | 1,330.59 | 505.93 | 38.0% |
| 5314600 - Liability Insurance Premiums | 11,718.00 | 9,958.50 | 1,759.50 | 17.7% |
| 5314111 - Late Fees & Penalties | 709.58 | 2,186.24 | -1,476.66 | -67.5% |
| Sales Tax Adjustments | 104.88 | 0.00 | 104.88 | 100.0% |
| Outstanding Debt | 8,763.79 | 0.00 | 8,763.79 | 100.0% |
| 5314998 - Sponsor Match Allocation | 0.00 | 0.00 | 0.00 | 0.0% |
| 5314105 - Miscellaneous Expenses | 0.00 | 9.78 | -9.78 | -100.0% |
| 66100 - Cleaned up Item Adj. Expense | 0.00 | 172.00 | -172.00 | -100.0% |
| Budget Reconciliation | 0.00 | 0.00 | 0.00 | 0.0% |
| 66900 - Reconciliation Discrepancies | 0.95 | 644.93 | -643.98 | -99.9% |
| 5945360 - Capital Outlays | 11,648.58 | 1,842.17 | 9,806.41 | 532.3% |
| Total Expense | 751,290.73 | 859,565.26 | -108,274.53 | -12.6% |
| Net Ordinary Income | 66,756.39 | -139,036.87 | 205,793.26 | 148.0% |
| Other Income/Expense | | | | |
| Other Expense | 0.00 | 184.00 | -184.00 | -100.0% |
| Net Other Income | 0.00 | -184.00 | 184.00 | 100.0% |
| Net Income | 66,756.39 | -139,220.87 | 205,977.26 | 148.0% |

Thurston Conservation District

Balance Sheet

As of October 31, 2019

| | Oct 31, 19 |
|--|-------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 3081001 · Checking-7444 Timberland | 9,129.82 |
| 3088020 Savings Accounts | |
| 3082002 · Saving-6568 Reserve Fund | 25.00 |
| 3082003 · Saving-2410 Education Center | 25.00 |
| Total 3088020 Savings Accounts | 50.00 |
| 3088030 Counter Cash | 40.00 |
| Total Checking/Savings | 9,219.82 |
| Accounts Receivable | 190,451.62 |
| Other Current Assets | |
| 3090500 Prepaid Accounts | |
| 3090501 · 309.05.01 Prepaid Insurance | 13,248.00 |
| 3090506 · Security Deposit - Ferguson ST | 3,835.00 |
| Total 3090500 Prepaid Accounts | 17,083.00 |
| 3092000 · 309.20.00 Cash on Hand | 43.00 |
| Total Other Current Assets | 17,126.00 |
| Total Current Assets | 216,797.44 |
| TOTAL ASSETS | 216,797.44 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | 14,918.43 |
| Credit Cards | 8,164.38 |
| Other Current Liabilities | |
| 25500 · Sales Tax Payable | 74.21 |
| 3861000 · Payroll Liabilities | 26,565.30 |
| Total Other Current Liabilities | 26,639.51 |
| Total Current Liabilities | 49,722.32 |
| Total Liabilities | 49,722.32 |
| Equity | 167,075.12 |
| TOTAL LIABILITIES & EQUITY | 216,797.44 |

Thurston Conservation District
Unrestricted Profit & Loss Budget vs. Actual
 January through October 2019

10:58 AM
 11/15/2019
 Accrual Basis

October: 83.33%

| | TOTAL | | | |
|--|-------------------|-------------------|--------------------|---------------|
| | Jan - Oct 19 | Budget | \$ Over Budget | % of Budget |
| Income | | | | |
| 3431100 · Retail Sales | | | | |
| 3411140 · TCD Equipment Rentals | 899.49 | 500.00 | 399.49 | 179.9% |
| 3431130 · Soil Testing | 4,639.61 | 4,500.00 | 139.61 | 103.1% |
| 3431120 · Rental Income | 731.09 | 791.00 | -59.91 | 92.43% |
| 3411150 · Miscellaneous Sales | 6.50 | 0.00 | 6.50 | 100.0% |
| 3611100 · Interest Income | 15.36 | 50.00 | -34.64 | 30.72% |
| 3670000 · Contributions Private | 2,500.00 | 2,500.00 | 0.00 | 100.0% |
| 3300000 · Grant Revenue* | 96,737.41 | 111,546.40 | -14,808.99 | 86.72% |
| 3685201 · Rates and Charges | 325,421.02 | 551,475.00 | -226,053.98 | 59.01% |
| Program Allocations | 51,067.18 | 96,300.00 | -45,232.82 | 53.03% |
| 5966699 · Vehicle Allocation | 4,906.80 | 5,049.00 | -142.20 | 97.18% |
| 5314999 · Overhead Allocation | 35,745.52 | 36,574.00 | -828.48 | 97.73% |
| Total Income | 430,950.48 | 671,362.40 | -240,411.92 | 64.19% |
| Expense | | | | |
| 5531010 · Salaries & Benefits | 124,676.11 | 189,022.00 | -64,345.89 | 65.96% |
| 5314101 · Legal Fees & Services | 48,876.58 | 54,000.00 | -5,123.42 | 90.51% |
| 5314102 · Audit & Accounting | 10,248.10 | 16,824.00 | -6,575.90 | 60.91% |
| 5314103 · Computer Services | 9,604.86 | 22,710.00 | -13,105.14 | 42.29% |
| 5314106 · PDR Expense | 99.00 | 2,000.00 | -1,901.00 | 4.95% |
| 5314100 · Professional Services | 1,208.00 | 2,500.00 | -1,292.00 | 48.32% |
| 5355001 · Election Expense | 32,428.70 | 35,000.00 | -2,571.30 | 92.65% |
| 5314400 · Advertising | 941.26 | 2,436.00 | -1,494.74 | 38.64% |
| 5314117 · Soil Testing | 2,439.40 | 3,000.00 | -560.60 | 81.31% |
| Hiring Costs | 9,716.17 | 10,000.00 | -283.83 | 97.16% |
| 5314104 · Janitorial Services | 2,250.00 | 3,784.00 | -1,534.00 | 59.46% |
| 5314501 · Office Rent | 39,500.00 | 47,400.00 | -7,900.00 | 83.33% |
| 5314700 · Utilities | 5,705.27 | 7,749.00 | -2,043.73 | 73.63% |
| 5314503 · Equipment Leases | 2,334.89 | 3,072.00 | -737.11 | 76.01% |
| 5314504 · Vehicle Leases | 0.00 | 3,730.00 | -3,730.00 | 0.0% |
| 5314200 · Communications | 4,994.57 | 7,385.00 | -2,390.43 | 67.63% |
| 5313102 · Photocopier Usage | 2,499.41 | 4,059.00 | -1,559.59 | 61.58% |
| 5354800 · Repairs & Maintenance | 4,960.02 | 6,000.00 | -1,039.98 | 82.67% |
| 5313101 · Office Supplies | 4,378.59 | 5,000.00 | -621.41 | 87.57% |
| 5314202 · Postage & Shipping | 1,233.57 | 3,000.00 | -1,766.43 | 41.12% |
| 5313401 · Plants for Resale | 1,156.95 | 3,000.00 | -1,843.05 | 38.57% |
| 5314901 · Meeting & Event Supplies | 736.06 | 1,500.00 | -763.94 | 49.07% |
| 5314116 · Project Equipment & Supplies | 149.73 | 2,000.00 | -1,850.27 | 7.49% |
| 5314502 · Site Rental | 163.25 | 500.00 | -336.75 | 32.65% |

October: 83.33%

| | TOTAL | | | |
|---|-------------------|-------------------|--------------------|---------------|
| | Jan - Oct 19 | Budget | \$ Over Budget | % of Budget |
| 5314902 · Dues and Subscriptions & Licenses | 6,475.00 | 7,000.00 | -525.00 | 92.5% |
| Board Meeting Snacks | 322.65 | 745.00 | -422.35 | 43.31% |
| 5314302 · Staff - Conference & Training | 200.00 | 5,500.00 | -5,300.00 | 3.64% |
| 5314306 · Board - Conference & Training | 0.00 | 2,500.00 | -2,500.00 | 0.0% |
| 5314300 · Staff - Travel | 2,149.29 | 5,500.00 | -3,350.71 | 39.08% |
| 5314301 · Board Travel | 674.56 | 5,000.00 | -4,325.44 | 13.49% |
| 5314110 · Bank Fees & Interest Charges | 1,554.74 | 2,000.00 | -445.26 | 77.74% |
| 5314600 · Liability Insurance Premiums | 11,950.00 | 14,091.00 | -2,141.00 | 84.81% |
| 5314111 · Late Fees & Penalties | 709.58 | 500.00 | 209.58 | 141.92% |
| Reserve Fund | 0.00 | 65,000.00 | -65,000.00 | 0.0% |
| Conservation Education Center | 0.00 | 10,000.00 | -10,000.00 | 0.0% |
| Outstanding Debt | 25,925.79 | 27,000.00 | -1,074.21 | 96.02% |
| 5966601 · Office Furniture & Equipment | 731.16 | 1,500.00 | -768.84 | 48.74% |
| 5966400 · Machinery and Tools | 69.92 | 0.00 | 69.92 | 100.0% |
| 5966402 · Computer & Software Purchases | 1,629.36 | 5,000.00 | -3,370.64 | 32.59% |
| Total Expense | 362,692.54 | 587,007.00 | -224,314.46 | 61.79% |

* Budget Amount Increased from \$95,600 to \$111,546.40 for CTA and Gap Analysis

Thurston Conservation District
Restricted Budgets vs Actuals
November 2019

| | Account Number | Grant Number | Grant Period | | Total Grant Amount | 2019 Budget | 2019 Actual | 2019 Remaining Budget | % of Total Time | % of Total Budget |
|------|--------------------------|-----------------------|--------------|-----------|--------------------|-------------|-------------|-----------------------|-----------------|-------------------|
| RC | East Fork McLane Project | 16-1406 | 1-Mar-17 | 31-Dec-20 | 110,500.00 | 5,563.00 | 506.12 | 5,056.88 | 69.57% | 95.42% |
| RC | ESRP Shore Friendly | | 1-Jul-19 | 1-Jul-21 | 227,551.00 | 56,887.75 | 12,347.25 | 44,540.50 | 16.00% | 5.43% |
| DOE | Deschutes | WQC-2018-ThurCD-00174 | 1-Jul-19 | 30-Apr-22 | 247,511.00 | 49,502.20 | 9,129.44 | 40,372.76 | 11.76% | 3.69% |
| WSCC | Livestock | W025 | 1-Jul-19 | 30-Jun-21 | 50,000.00 | 12,500.00 | 8,769.46 | 3,730.54 | 16.67% | 17.54% |
| | Drought Funding | W040 | 1-Jul-19 | 31-Dec-19 | 53,050.00 | 53,050.00 | 22,470.66 | 30,579.34 | 0.00% | 42.36% |
| | FY18-19 Chehalis Flood | W050 | 1-Mar-18 | 30-Jun-19 | 132,400.00 | 68,573.00 | 29,435.82 | 0.00 | Closed | 70.44% |
| | FY19-20 Chehalis Flood | W050 | 1-Jul-19 | 30-Jun-21 | 142,000.00 | 35,500.00 | 31,455.00 | 4,045.00 | 16.67% | 22.15% |
| | Shellfish Cost Share TA | W060 | 15-Aug-19 | 30-Jun-21 | 30,113.46 | 7,528.37 | 4,083.29 | 3,445.08 | 0.00% | 13.56% |
| | Shellfish Cost Share | W060 CS | 15-Aug-19 | 30-Jun-21 | 120,453.84 | 30,113.46 | 1,530.00 | 28,583.46 | 0.00% | 1.27% |
| | FY17-19 CREP TA | W070 | 1-Jul-17 | 30-Jun-19 | 68,247.00 | 13,155.42 | 13,155.42 | 0.00 | Closed | 53.76% |
| | FY17-19 CREP Cost Share | W070 CS | 1-Jul-17 | 30-Jun-19 | 38,066.65 | 11,184.10 | 11,184.10 | 0.00 | Closed | 83.23% |
| | FY19-21 CREP TA | W070 | 1-Jul-19 | 30-Jun-21 | 33,847.00 | 8,461.75 | 2,940.62 | 5,521.13 | 16.67% | 8.69% |
| | FY19-21 CREP Cost Share | W070 CS | 1-Jul-19 | 1-Jul-21 | 5,715.00 | 5,715.00 | 5,715.00 | 0.00 | 16.00% | 100.00% |
| | NRI TA | W080 | 7-Jan-19 | 30-Jun-21 | 19,150.00 | 4,787.50 | 2,969.75 | 1,817.75 | 33.33% | 15.51% |
| | NRI Cost Share | W080 | 1-Jul-19 | 30-Jun-21 | 76,600.00 | 19,150.00 | 0.00 | 19,150.00 | 16.67% | 0.00% |

| | Account Number | Grant Number | Grant Period | | Total Grant Amount | 2019 Budget | 2019 Actual | 2019 Remaining Budget | % of Total Time | % of Total Budget |
|---------------|-------------------------|--------------|--------------|-----------|--------------------|-------------|-------------|-----------------------|-----------------|-------------------|
| Miscellaneous | Soil Health Grant | M065 | 21-Jun-17 | 15-Aug-20 | 30,736.34 | 23,730.34 | 20,874.88 | 2,855.46 | 76.32% | 90.71% |
| | JBLM - SLP | M075 | 1-Jul-19 | 30-Jun-21 | 18,750.00 | 4,687.50 | 674.55 | 4,012.95 | 16.67% | 3.60% |
| | VSP 2019 | M400 | 1-Jan-18 | 30-Jun-19 | 77,460.00 | 65,938.00 | 65,937.78 | 0.22 | Closed | 100.00% |
| | VSP 2020 | M400 | 1-Jul-19 | 30-Jun-21 | 105,000.00 | 26,250.00 | 26,210.75 | 39.25 | 16.67% | 24.96% |
| | Shellfish NTA | M600 | 1-Jul-19 | 30-Jun-20 | 130,525.00 | 65,262.50 | 26,080.16 | 39,182.34 | 33.33% | 19.98% |
| | Riparian NTA | M650 | 1-Jul-19 | 28-Feb-21 | 37,000.00 | 12,500.00 | 652.35 | 11,847.65 | 20.00% | 1.76% |
| | Orca Recovery Day | M060 | 31-Aug-19 | 31-Dec-19 | 3,500.00 | 3,500.00 | 1,137.12 | 2,362.88 | 60.00% | 32.49% |
| | Climate Change Workshop | M700 | 1-Aug-19 | 31-Dec-19 | 500.00 | 500.00 | 560.87 | -60.87 | 60.00% | 112.17% |

Thurston Conservation District
Restricted Budgets vs Actuals
November 2019

| TCD Allocations | Account Number | Grant Number | Grant Period | | Total Grant Amount | 2019 Budget | 2019 Actual | 2019 Remaining Budget | % of Total Time | % of Total Budget |
|--------------------|-------------------|-----------------|--------------|-----------|-----------------------|----------------|----------------|-----------------------------|--------------------|----------------------|
| | | | | | | | | | | |
| General TA | T080 | | 1-Aug-19 | 31-Dec-19 | 10,000.00 | 10,000.00 | 1,984.78 | 8,015.22 | 60.00% | 19.85% |
| | T100 | | 1-Aug-19 | 31-Dec-19 | 3,000.00 | 3,000.00 | 186.33 | 2,813.67 | 60.00% | 6.21% |
| | T450 | | 1-Jan-19 | 31-Dec-19 | 40,000.00 | 40,000.00 | 31,943.99 | 8,056.01 | 83.33% | 79.86% |

| South Sound Green | Account Number | Grant Number | Grant Period | | Total Grant Amount | 2019 Budget | 2019 Actual | 2019 Remaining Budget | % of Total Time | % of Total Budget |
|-----------------------|--------------------------|-----------------|--------------|-------------|-----------------------|----------------|----------------|-----------------------------|--------------------|----------------------|
| | | | | | | | | | | |
| Interlocal Agreements | G019-SS | | 1-Jan-19 | 31-Dec-19 | 49,200.00 | 49,200.00 | 43,333.41 | 5,866.59 | 83.33% | 88.08% |
| | TCC | | 1-Jan-12 | Until Spent | 69,813.00 | 44,144.00 | 23,081.07 | 21,062.93 | NA | 69.83% |
| | NOAA ELG | | 1-May-16 | 30-Jun-19 | 45,059.33 | 4,350.33 | 4,350.33 | 0.00 | Closed | 100.00% |
| | FY18-19 NOAA B-WET | | 1-Aug-18 | 31-Jul-19 | 12,421.06 | 10,577.06 | 10,577.06 | 0.00 | Closed | 100.00% |
| | FY19-20 NOAA B-WET | | 1-Aug-19 | 31-Jul-20 | 18,313.76 | 2,100.00 | 902.54 | 1,197.46 | 25.00% | 4.93% |
| | TCD Nearshore | | 1-Jan-19 | 31-Dec-19 | 18,300.00 | 18,300.00 | 9,724.90 | 8,575.10 | 83.33% | 53.14% |
| | TCD Allocation | | 1-Jan-19 | 31-Dec-19 | 28,000.00 | 28,000.00 | 7,413.51 | 20,586.49 | 83.33% | 26.48% |
| | McLane Salmon Trail | | 1-Sep-19 | 31-Dec-19 | 4,716.80 | 4,716.80 | 0.00 | 4,716.80 | 50.00% | 0.00% |
| | ESD 113 Climate Ed | | 1-Jan-19 | 31-Dec-19 | 4,861.20 | 4,861.20 | 4,861.20 | 0.00 | Closed | 100.00% |
| | Prairies and Pollinators | | 22-Mar-17 | 1-Aug-20 | 30,000.00 | 19,859.00 | 6,779.93 | 13,079.07 | 78.05% | 56.40% |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

Thurston Conservation District

Payments Detail

October 2019

12:41 PM

11/15/2019

| Type | Num | Date | Name | Funding Code | Account | Paid Amount |
|--------------------|---------|------------|---|--|-------------------------------------|-------------|
| Credit Card Charge | 451698: | 10/01/2019 | NewEgg | UNRESTRICTED:A010-Overhead | 5966402 · Computer & Software Purch | 290.25 |
| Liability Check | EFT | 10/01/2019 | WA St Dept of Retirement Systems | | PERS DCP | 50.00 |
| Bill Pmt -Check | EFT | 10/03/2019 | Pacific Disposal | UNRESTRICTED:A010-Overhead | 5314702 · Garbage Service | 11.13 |
| Bill Pmt -Check | EFT | 10/03/2019 | Pacific Disposal | UNRESTRICTED:W086 Implementation | 5314702 · Garbage Service | 31.51 |
| Credit Card Charge | 8894 | 10/04/2019 | UPS | DISTRICT SERVICES:A098 - Soil Tests | 5314202 · Postage & Shipping | 13.79 |
| Credit Card Charge | 8895 | 10/04/2019 | United Pacific | UNRESTRICTED:A010-Overhead | 5313201 · Vehicle Fuel | 49.73 |
| Check | EFT | 10/08/2019 | Regence - Health Care | UNRESTRICTED:A010-Overhead | 5312011 · Medical Benefits | 4,864.91 |
| Liability Check | EFT | 10/08/2019 | Internal Revenue Service | | IRS Payroll Taxes | 5,546.56 |
| Liability Check | EFT | 10/08/2019 | WA St Dept of Retirement Systems | | PERS Retirement | 9,073.40 |
| Credit Card Charge | 8896 | 10/09/2019 | Main Street Cookie Company | UNRESTRICTED:A030 - District Comms | 5314901 · Meeting & Event Supplies | 78.00 |
| Liability Check | | 10/09/2019 | QuickBooks Payroll Service | | Payroll | 17,889.85 |
| Bill Pmt -Check | 20178 | 10/10/2019 | Mara Healy | Chehalis Flood Outreach, Shellfish NTA, CR | 5314304 · Mileage | 78.30 |
| Bill Pmt -Check | 20176 | 10/10/2019 | Kiana Sinner_V | District Communications & CTA | 5314304 · Mileage | 14.50 |
| Bill Pmt -Check | 20169 | 10/10/2019 | A & L Western Agricultural Laboratories | DISTRICT SERVICES:A098 - Soil Tests | 5314117 · Soil Testing | 135.20 |
| Bill Pmt -Check | 20177 | 10/10/2019 | LaMotte Company | ECY Deschutes:E100.5 - Task 5 WQ ED | 5313103 · Project Supplies | 2,190.40 |
| Bill Pmt -Check | 20174 | 10/10/2019 | Hach Company | GREEN:G019.115 TCD Nearshore | 5313103 · Project Supplies | 528.34 |
| Credit Card Charge | 8898 | 10/10/2019 | Ralphs Thriftway | MISC:M060 - Orca Recovery Day | 5314901 · Meeting & Event Supplies | 28.31 |
| Bill Pmt -Check | 20179 | 10/10/2019 | Marguerite Abplanalp | MISC:M400 - VSP | 5314305 · Meals / Per Diems | 275.00 |
| Bill Pmt -Check | 20175 | 10/10/2019 | Karin Strelloff | MISC:M600 - Shellfish NTA | 5314304 · Mileage | 13.20 |
| Bill Pmt -Check | 20181 | 10/10/2019 | Nicole Warren | Shellfish NTA, Livestock | Mileage and Meals / Per Diems | 353.88 |
| Bill Pmt -Check | 20180 | 10/10/2019 | Mountain Mist | UNRESTRICTED:A010-Overhead | 5313101 · Office Supplies | 24.76 |
| Bill Pmt -Check | 20183 | 10/10/2019 | Pioneer Fire & Security, Inc | UNRESTRICTED:A010-Overhead | 5314704 · Security Monitoring | 78.70 |
| Bill Pmt -Check | 20187 | 10/10/2019 | Sarah Moorehead_V | UNRESTRICTED:A010-Overhead | 5314304 · Mileage | 109.04 |
| Bill Pmt -Check | 20189 | 10/10/2019 | United Concordia Insurance Co | UNRESTRICTED:A010-Overhead | 5312012 · Dental Benefits | 439.00 |
| Bill Pmt -Check | 20190 | 10/10/2019 | WA St University Energy Program | UNRESTRICTED:A010-Overhead | 5314103 · Computer Services | 1,144.00 |
| Bill Pmt -Check | 20182 | 10/10/2019 | Petrocard | UNRESTRICTED:A120-Vehicles | 5313201 · Vehicle Fuel | 36.59 |
| Credit Card Charge | 8841 | 10/10/2019 | H & H Towing | UNRESTRICTED:A120-Vehicles | 5354803 · Vehicle Maintenance | 105.47 |
| Bill Pmt -Check | 20173 | 10/10/2019 | Comcast | UNRESTRICTED:W086 Implementation | Internet and Telephone | 366.61 |
| Bill Pmt -Check | 20184 | 10/10/2019 | Puget Sound Energy | UNRESTRICTED:W086 Implementation | 5314701 · Electricity | 88.03 |

| Type | Num | Date | Name | Funding Code | Account | Paid Amount |
|--------------------|------------|------------|---|---|--|-------------|
| Bill Pmt -Check | 20186 | 10/10/2019 | Ricoh, USA Inc - Usage | UNRESTRICTED:W086 Implementation | 5313102 · Photocopier Usage | 457.81 |
| Bill Pmt -Check | 20191 | 10/10/2019 | Whitlock Limited Partnership 1 | UNRESTRICTED:W086 Implementation | 5314501 · Office Rent | 3,950.00 |
| Bill Pmt -Check | 20170 | 10/10/2019 | Black Lake Grange | W086:W040 - Drought Funding | 5314502 · Site Rental | 50.00 |
| Bill Pmt -Check | 20171 | 10/10/2019 | Black Lake Grange Deposit | W086:W040 - Drought Funding | 5314502 · Site Rental | 25.00 |
| Bill Pmt -Check | 20172 | 10/10/2019 | Brighton Park Grange | W086:W040 - Drought Funding | 5314502 · Site Rental | 150.00 |
| Bill Pmt -Check | 20188 | 10/10/2019 | Senior Center of Rainier | W086:W040 - Drought Funding | 5314502 · Site Rental | 50.00 |
| Liability Check | EFT | 10/10/2019 | WA St Dept of Retirement Systems | | PERS DCP | 50.00 |
| Bill Pmt -Check | 20185 | 10/10/2019 | Regence - Life Insurance | | 5312017 · Life Insurance | 33.54 |
| Credit Card Charge | 8899 | 10/11/2019 | Fred Meyer | District Communications, Drought Funding, (| 5314901 · Meeting & Event Supplies | 90.15 |
| Check | EFT | 10/11/2019 | Intuit | UNRESTRICTED:A010-Overhead | 5313101 · Office Supplies | 396.72 |
| Credit Card Charge | 8902 | 10/11/2019 | South of the Sound Community Fairland Tru | UNRESTRICTED:A010-Overhead | 5314302 · Staff - Conference & Trainir | 200.00 |
| Credit Card Charge | EFT | 10/11/2019 | Forestry Supplies | W086:W040 - Drought Funding | 5314116 · Project Equipment | 4,827.81 |
| Liability Check | EFT | 10/11/2019 | WA St Dept of L&I | | 3861009 · State L&I Payable | 1,640.17 |
| Sales Tax Payment | EFT | 10/11/2019 | WA St Dept of Revenue | | 25500 · Sales Tax Payable | 157.33 |
| Liability Check | EFT | 10/11/2019 | WA St Dept of Employment Security | | 3861007 · State Unemployment Payat | 1,547.18 |
| Credit Card Charge | 8880 | 10/12/2019 | Chevron | UNRESTRICTED:A120-Vehicles | 5313201 · Vehicle Fuel | 48.00 |
| Credit Card Charge | 8903 | 10/14/2019 | Go Daddy | GREEN:G019.110 TCD SS Green Allocator | 5374001 · Web Hosting and Maintenal | 12.39 |
| Credit Card Charge | 8905 | 10/14/2019 | Ace Hardware | MISC:M060 - Orca Recovery Day | 5314116 · Project Equipment | 45.71 |
| Credit Card Charge | 8842 | 10/15/2019 | UPS | MISC:M065 - Soil Health | 5314202 · Postage & Shipping | 15.82 |
| Credit Card Charge | 8909 | 10/16/2019 | Federal Express | MISC:M060 - Orca Recovery Day | 5313103 · Project Supplies | 134.44 |
| Credit Card Charge | 8907 | 10/16/2019 | Facebook | MISC:M700 - Climate Change Workshop | 5314400 · Advertising | 92.03 |
| Credit Card Charge | 10/16/2019 | 10/16/2019 | Left Bank Pastry | UNRESTRICTED:A030 - District Comms | 5314901 · Meeting & Event Supplies | 173.75 |
| Credit Card Charge | 8904 | 10/16/2019 | Crucial | UNRESTRICTED:A010-Overhead | 5966402 · Computer & Software Purc | 49.17 |
| Credit Card Charge | 8843 | 10/17/2019 | UPS | DISTRICT SERVICES:A098 - Soil Tests | 5314202 · Postage & Shipping | 20.98 |
| Credit Card Charge | 8859 | 10/17/2019 | Costco | GREEN:G019.110 TCD SS Green Allocator | 5313103 · Project Supplies | 144.21 |
| Credit Card Charge | 8860 | 10/17/2019 | Amazon | GREEN:G019.110 TCD SS Green Allocator | 5313103 · Project Supplies | 8.27 |
| Credit Card Charge | 8911 | 10/17/2019 | Fred Meyer | MISC:M060 - Orca Recovery Day | 5314901 · Meeting & Event Supplies | 78.72 |
| Credit Card Charge | 8913 | 10/17/2019 | Office Depot | MISC:M060 - Orca Recovery Day | 5313101 · Office Supplies | 27.31 |
| Credit Card Charge | 190877 | 10/17/2019 | Crains Office Supply | UNRESTRICTED:A010-Overhead | 5313101 · Office Supplies | 67.40 |
| Credit Card Charge | 172777 | 10/17/2019 | Minuteman Press | UNRESTRICTED:A010-Overhead | 5313101 · Office Supplies | 272.12 |
| Credit Card Charge | 8915 | 10/18/2019 | Wal Mart | MISC:M060 - Orca Recovery Day | 5313103 · Project Supplies | 15.48 |
| Credit Card Charge | 8922 | 10/18/2019 | O Reilly Auto Parts | UNRESTRICTED:A120-Vehicles | 5354803 · Vehicle Maintenance | 21.85 |
| Credit Card Charge | 8935 | 10/18/2019 | Best Buy | UNRESTRICTED:W090 - GAP Analysis | 5966402 · Computer & Software Purc | 1,420.89 |

| Type | Num | Date | Name | Funding Code | Account | Paid Amount |
|--------------------|--------|------------|----------------------------------|--|------------------------------------|-------------|
| Credit Card Charge | 190877 | 10/21/2019 | Crains Office Supply | UNRESTRICTED:A010-Overhead | 5313101 · Office Supplies | 28.40 |
| Credit Card Charge | 8937 | 10/21/2019 | Chevron | UNRESTRICTED:A120-Vehicles | 5313201 · Vehicle Fuel | 45.73 |
| Bill Pmt-Check | 20196 | 10/22/2019 | Kiana Sinner_V | District Communications, Drought Funding | 5314304 · Mileage | 29.58 |
| Bill Pmt-Check | 20193 | 10/22/2019 | Cottage Baked Goods by Nancy | MISC:M060 - Orca Recovery Day | 5314901 · Meeting & Event Supplies | 18.00 |
| Bill Pmt-Check | 20198 | 10/22/2019 | Marguerite Abplanalp | TCD Allocations:T400 - TCD VSP | 5314304 · Mileage | 9.86 |
| Bill Pmt-Check | 20194 | 10/22/2019 | Freimund Jackson & Tardiff, PLLC | UNRESTRICTED:A010-Overhead | 5314101 · Legal Fees & Services | 799.00 |
| Bill Pmt-Check | 20202 | 10/22/2019 | Ricoh USA, Inc. | UNRESTRICTED:A010-Overhead | 5314503 · Equipment Leases | 185.34 |
| Bill Pmt-Check | 20204 | 10/22/2019 | TJ Johnson | UNRESTRICTED:A010-Overhead | 5314301 · Board Travel | 112.52 |
| Bill Pmt-Check | 20206 | 10/22/2019 | Pioneer Fire & Security, Inc | UNRESTRICTED:A010-Overhead | 5314704 · Security Monitoring | 78.70 |
| Bill Pmt-Check | 20203 | 10/22/2019 | Terry's Automotive Group | UNRESTRICTED:A120-Vehicles | 5354803 · Vehicle Maintenance | 391.20 |
| Bill Pmt-Check | 20205 | 10/22/2019 | Petrocard | UNRESTRICTED:A120-Vehicles | 5313201 · Vehicle Fuel | 141.68 |
| Credit Card Charge | 8140 | 10/22/2019 | Mixed Role Productions | UNRESTRICTED:A010-Overhead | 5313101 · Office Supplies | 24.76 |
| Bill Pmt-Check | 20195 | 10/22/2019 | Jan-Pro Cleaning Systems | UNRESTRICTED:W086 Implementation | 5314104 · Janitorial Services | 225.00 |
| Bill Pmt-Check | 20201 | 10/22/2019 | Puget Sound Energy | UNRESTRICTED:W086 Implementation | Electricity, Gas | 239.61 |
| Bill Pmt-Check | 20199 | 10/22/2019 | Minuteman Press | WSOC:W040 - Drought Funding | 5314203 · Printing Services | 334.26 |
| Bill Pmt-Check | 20192 | 10/22/2019 | 4th Corner Nursery | | Void | 0.00 |
| Bill Pmt-Check | 20197 | 10/22/2019 | Leah Kellogg | UNRESTRICTED:A120-Vehicles | 5354803 · Vehicle Maintenance | 19.36 |
| Bill Pmt-Check | 20200 | 10/22/2019 | Petrocard | UNRESTRICTED:A120-Vehicles | 5313201 · Vehicle Fuel | 36.48 |
| Credit Card Charge | 8920 | 10/24/2019 | UPS | DISTRICT SERVICES:A098 - Soil Tests | 5314202 · Postage & Shipping | 15.11 |
| Credit Card Charge | 8921 | 10/24/2019 | UPS | DISTRICT SERVICES:A098 - Soil Tests | 5314202 · Postage & Shipping | 17.45 |
| Credit Card Charge | 8919 | 10/24/2019 | Kiperts Trailer Sales | DISTRICT SERVICES:A099 - Equipment R | 5354802 · Rental Equipment | 288.64 |
| Credit Card Charge | 8948 | 10/24/2019 | Harbor Freight | GREEN:G019.110 TCD SS Green Allocator | 5313103 · Project Supplies | 64.30 |
| Credit Card Charge | 8949 | 10/24/2019 | Fred Meyer | GREEN:G019.110 TCD SS Green Allocator | 5313103 · Project Supplies | 7.64 |
| Check | EFT | 10/24/2019 | Postal IA | UNRESTRICTED:A010-Overhead | 5314202 · Postage & Shipping | 50.00 |
| Credit Card Charge | 8951 | 10/24/2019 | San Francisco Street Bakery | UNRESTRICTED:A030 - District Comms | 5314901 · Meeting & Event Supplies | 78.20 |
| Liability Check | | 10/24/2019 | QuickBooks Payroll Service | Payroll | | 18,513.40 |
| Liability Check | EFT | 10/24/2019 | WA St Dept of Retirement Systems | PERS DCP | | 50.00 |
| Credit Card Charge | 8953 | 10/25/2019 | Target | GREEN:G019.110 TCD SS Green Allocator | 5313101 · Office Supplies | 21.36 |
| Credit Card Charge | 8983 | 10/26/2019 | Amazon | GREEN:G019-SS GREEN(General) | 5313103 · Project Supplies | 36.06 |
| Credit Card Charge | 8970 | 10/27/2019 | Facebook | Orca Recovery Day, Drought Funding | 5314400 · Advertising | 250.00 |
| Credit Card Charge | 8982 | 10/28/2019 | Ace Hardware | GREEN:G019-SS GREEN(General) | 5314116 · Project Equipment | 5.45 |
| Credit Card Charge | 8955 | 10/28/2019 | Ace Hardware | WSOC:W040 - Drought Funding | 5314116 · Project Equipment | 17.48 |
| Credit Card Charge | 8954 | 10/28/2019 | Ace Hardware | WSOC:W040 - Drought Funding | 5314116 · Project Equipment | 130.69 |

| Type | Num | Date | Name | Funding Code | Account | Paid Amount |
|--------------------|--------|------------|-----------------------------------|-------------------------------------|-------------------------------------|-------------|
| Liability Check | EFT | 10/28/2019 | WA St Dept of Employment Security | | 3861010 · WA - Family & Medical Lea | 318.64 |
| Credit Card Charge | 8956 | 10/29/2019 | Amazon | UNRESTRICTED:W090 - GAP Analysis | 5314116 · Project Equipment | 149.73 |
| Credit Card Charge | 8963 | 10/29/2019 | Home Depot | WSSC:W040 - Drought Funding | 5314116 · Project Equipment | 51.37 |
| Credit Card Charge | 963887 | 10/30/2019 | Midwest Labs | MISC:M065 - Soil Health | 5314117 · Soil Testing | 325.00 |
| Credit Card Charge | | 10/30/2019 | Lowes | WSSC:W040 - Drought Funding | 5314116 · Project Equipment | 70.35 |
| Credit Card Charge | 8958 | 10/30/2019 | Lowes | WSSC:W040 - Drought Funding | 5314116 · Project Equipment | 42.08 |
| Credit Card Charge | 8962 | 10/30/2019 | Home Depot | WSSC:W040 - Drought Funding | 5314116 · Project Equipment | 8.66 |
| Credit Card Charge | 8923 | 10/31/2019 | UPS | DISTRICT SERVICES:A098 - Soil Tests | 5314202 · Postage & Shipping | 10.26 |
| Credit Card Charge | 8953 | 10/31/2019 | Home Depot | WSSC:W040 - Drought Funding | 5314116 · Project Equipment | 10.02 |
| Credit Card Charge | 8969 | 10/31/2019 | Facebook | WSSC:W040 - Drought Funding | 5314400 · Advertising | 12.32 |

Thurston Conservation District Board of Supervisors
October 24th, 2019
Regular Meeting Minutes
(5:30pm – 8:30pm)
Draft 5-11/14/19



Meeting: 5:30pm – 8:30pm

Present at Meeting:

Paul Pickett, TCD Board Chair
Doug Rushton, TCD Board Auditor
Betsie DeWreede, TCD Board Supervisor
Jean Fike, Conservation Commission

Sarah Moorehead, TCD Executive Director
Ben Cushman, TCD Attorney
Leah Kellogg, TCD Staff
Sheila Marcoe, Department of Ecology

Summary of Action Items:

1. WSCC requested the Board set aside time at an upcoming Work Session to fill out the Election Procedure and WAC survey.
2. Sheila Marcoe will email monthly DOE newsletter to District for distribution to staff and Board.
3. An update on TCD's involvement in the WRIA 13 Watershed Restoration and Enhancement Committee will be included in the November Executive Director's Report.
4. Staff will draft a list of meetings that Supervisors are likely to attend in 2020 to the November Work Session.
5. TCD Policy 5.1: Travel and Reimbursements will be added for discussion at the November Work Session.
6. Staff will draft a one page application announcement for TCD Board Associate Supervisors, to be included on the website and distributed at the upcoming strategic planning community sessions.
7. Staff will update the Board in the November Work Session regarding ESA Listed Species and TCD Project Implementation.

Summary of Motions Passed:

1. *Supervisor Rushton moved to adopt the Revised Agenda. Supervisor DeWreede seconded. Motion passed unanimously.*
2. *Supervisor DeWreede moved to adopt the Revised Consent Agenda. Supervisor Rushton seconded. Motion passed unanimously.*
3. *Supervisor DeWreede moved to approve the 5 year contract with FCS Group. Supervisor Rushton seconded. Motion passed unanimously.*
4. *Supervisor DeWreede moved to adjourn. Supervisor Pickett seconded. Motion passed unanimously*

Full Version of the Minutes

Welcome & Introductions

5:35pm TCD Board Chair Paul Pickett called the October 24th, 2019 TCD Regular Board Meeting to order. Supervisor Johnson was absent and is excused from attending. Thurston CD

Board, Staff, partners, and public introduced themselves. Supervisor Pickett announced that the meeting is audio recorded.

Agenda Review - Action Item

-) Add FCS contract discussion under Financial Report Item B.
-) TCD policy discussions can be tabled if there is not sufficient time for discussion during the meeting. The Executive Director Evaluation Process was tabled to the November Work Session at the recommendation of legal counsel.

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

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

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

Public Comment

No public attended.

Partner Reports

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

-) Jeff Swotek not present

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

-) WSCC has compiled a small survey of proposed WAC changes regarding CD elections. WSCC would like feedback and comments from all 45 CD's.
-) WSCC requested the Board set aside time at an upcoming Work Session to: 1) discuss and provide feedback on proposed changes to WAC's regarding CD elections and 2) fill out a survey relating to potential RCW changes to CD elections, including opportunities and challenges that individual CD's may experience under different scenarios.
-) Stu Trefry at WSCC is working on a Supervisor Training Project for District Supervisors. He would like feedback from Supervisors on content and training methods.

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

-) All WACD Area meetings have been held. Resolutions are coming out next week.
-) Annual WACD meeting is December 2-4, 2019 in Tacoma.

<https://www.wadistricts.org/news-and-events/2019-wacd-annual-conference/>

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

- 74) Annual meeting will be in February, 2020 in Las Vegas. [https://www.nacdnet.org/news-and-](https://www.nacdnet.org/news-and-events/annual-meeting/2020-nacd-annual-meeting-agenda/)
- 75 [events/annual-meeting/2020-nacd-annual-meeting-agenda/](https://www.nacdnet.org/news-and-events/annual-meeting/2020-nacd-annual-meeting-agenda/)
- 76) Washington state contested 70+ NACD policies due to sunset as still being applicable.
- 77 NACD board will consider in February, 2020.

78 **E. Department of Ecology, Sheila Marcoe**

- 79) Sheila Marcoe will email the monthly DOE newsletter to TCD.
- 80) TMDL Alternative Work Group hosted a public webinar about water cleanup plans. Each
- 81 region gave a presentation.
- 82) Other report-backs on National Estuary Program and Nisqually River Council
- 83) Supervisor Pickett asked about the status of the Deschutes River TMDL. The Budd Inlet
- 84 TMDL is still under development (includes Capital Lake). Ms. Marcoe didn't know the status
- 85 of the TMDL for the upper river.

86)

87 **Financial Report**

88 Hard copies of the approved September Financial Report included a small error, which occurred

89 in the Financial Section of the Profit / Loss and Budget vs. Actual in the unrestricted portion of

90 the Budget. The actual amount under Salaries and Benefits should be \$74,538.10 instead of

91 \$48,431.15. The actual Liability Insurance Premiums amount should be \$11,574.00 rather than

92 \$26,008.00. Updated copies of the report were provided during the meeting.

93

94 **A. 2020 Budget Development, Sarah Moorehead- continued from September Work Session**

95 ED Moorehead presented the proposed draft of the 2020 unrestricted budget and addressed

96 questions from the Board. No substantive changes were proposed. Supervisor Pickett asked

97 about how reserves will be handled as they accumulate – this will be discussed at the next

98 work session.

99

100 **Action Item:** Staff will draft a list of meetings that Supervisors are likely to attend in 2020 for

101 inclusion in the November Work Session discussion on Travel and Reimbursement Policy 5.1

102 At the February, 2020 Board Meeting, Staff will present a reconciliation of the 2019 budget,

103 along with a proposal for any potential unspent unrestricted funding for Board consideration.

104

105 *The Board came to a consensus of the new title of the Relocation Fund. The new title will be*

106 *Conservation and Education Center Fund.*

107

108 **B. Rates and Charges Renewal Update, Sarah Moorehead**

- 109) On 10/15/2019 BOCC approved the TCD proposal for Rates and Charges; the term is 2020-
- 110 2024.
- 111) FCS Group Contract discussion:
 - 112 o FCS Group is a consulting firm that conducted TCD's initial Rates Study in 2017
 - 113 and provides updated land use information to the Thurston County Treasurer's Office
 - 114 annually to determine accurate Rates and Charges.

- TCD renewed the FCS Group contract for the 2020-2024 term of Rates and Charges. Supervisor Rushton noted TCD needs to track this with an eye towards considering being able to carry out this function in the future.

Supervisor DeWreede moved to approve the 5 year contract with FCS Group. Supervisor Rushton seconded. Motion passed unanimously.

Action Item: TCD Policy 5.1: Travel and Reimbursements will be added for discussion at the November Work Session.

Break at 6:54 pm, resumed at 7:02pm

Governance

A. November Work Session Topic List, All

-) Topic List for the November Work Session will include the following: Topic List review, Staff presentation, October Minutes review, 2020 Budget development (including how reserves are handled), Consent Agenda development for November and December Board meetings, Executive Director Evaluation process, review and update TCD Board Travel Policy, and WSCC Commission Election Survey.

B. TCD Policy 1.5: Associate Supervisors - Implementation Discussion, All

-) The Associate Supervisor Policy requires applicants to submit a letter of interest to the Board for approval. The Board directed Staff to draft a one page announcement with basic information to be posted on the website and distributed for recruitment. The Board will have the opportunity to review the draft and make revisions before it is finalized.

Action Item: Staff will draft a one page announcement for TCD Associate Supervisors, to be included on the website and distributed at the upcoming strategic planning community sessions.

C. Citizens Advisory Policy: Development, All-Tabled to the November Work Session

D. Executive Director Evaluation Process, All-Tabled to the November Work Session

E. Strategic Planning Process Update, All

-) TCD Staff facilitators are on track for the Strategic Planning Community Meetings. The November newsletter and the website will include a web-based survey for community members to provide input into TCD's strategic planning process, in addition to the community sessions.

Executive Session: *To discuss pending litigation risk with legal counsel 7:15pm-7:34pm*

In attendance: Supervisors Pickett, DeWreede, and Rushton, TCD Executive Director Sarah Moorehead, and Legal Counsel Ben Cushman.

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.

Executive Session Report Out

The Board had nothing to report back

Closed Session: *To discuss collective bargaining negotiations 7:35pm-7:48pm*

In attendance: Supervisors Pickett, DeWreede, and Rushton, TCD Executive Director Sarah Moorehead, and Legal Counsel Ben Cushman.

RCW 42.30.140

This session is closed and excluded from application of the OPMA by: 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.

Closed Session Report Out

Nothing to report. Collective Bargaining Negotiations are still underway.

Other Reports

A. Board of Supervisor Reports

) None

B. Executive Director Report

-) Orca Recovery Day was a success with over 85 volunteers in attendance and good weather. Olympia Mayor Selby, County Commissioner Menser, and Representative Doglio attended. Students of all ages (K-16) attended and planted native plants. Statewide there were 70 events. Strong attendance from SPSCC students.
-) Board discussed and decided on nominating Pierce CD for the WACD District of the Year Award.
-) TCD is assisting WSCC with a GAP analysis to identify funding needs to address existing BMP implementation and technical assistance needs statewide. This analysis will be provided to the legislature in November to inform supplemental and future budget requests.
-) ED requested to update the Board at the November Work Session on ESA Listed Species as it relates to TCD Project Implementation.

C. Correspondence

) None

Supervisor DeWreede moved to adjourn. Supervisor Pickett seconded. Motion passed unanimously

Adjourn 8:05pm

Respectfully,

X

Paul Pickett
TCD Board Chair

Draft 5

**Shore Friendly South Sound Initiative
July 1, 2019 through June 30, 2021**

This Agreement is made and entered by and between Pierce Conservation District (PCD) and Thurston Conservation District (TCD) for the purpose of establishing the roles and responsibilities of PCD and TCD on the Shore Friendly South Sound Initiative funded by the Estuary and Salmon Recovery Program and the National Estuary Program and managed under Recreation and Conservation Office PRISM# 19-1703 for the duration of the funding, scheduled from July 1, 2019 to June 30, 2021, as more fully described herein. The authority for this agreement is granted in Section 2 ("Cooperative Efforts") of the Puget Sound Conservation Districts' Interlocal Agreement, effective August 1, 2012.

Background

The Shore Friendly South Sound Initiative (SFSS Initiative) is funded by the Estuary and Salmon Recovery Program (ESRP) and the National Estuary Program (NEP) and managed under the Recreation and Conservation Office (RCO) PRISM # 19-1703. Total funding for the SFSS Initiative is \$665,880, with \$204,796.33 designated for Mason Conservation District, \$227,551.33 designated for Thurston Conservation District, and \$233,532.41 designated for Pierce Conservation District work executed from July 1, 2019 to June 30, 2021. Pierce Conservation District is the Sponsor and primary sponsor on the RCO Project Agreement for the Shore Friendly South Sound Initiative (2019-2021).

Statement of Work

The Statement of Work (SOW) in the RCO Project Agreement for the Shore Friendly South Sound Initiative (2019-2021) represents collaboration between Pierce Conservation District, Thurston Conservation District, and Mason Conservation District. The Tasks and Deliverables described therein are the responsibility of the three districts to complete collectively. The Deliverables will be divided according the following proportions:

| Statement of Work | Collective SFSS Deliverable | Pierce CD Proportion of Deliverable | Thurston CD Proportion of Deliverable | Mason CD Proportion of Deliverable |
|-------------------|--|-------------------------------------|---------------------------------------|------------------------------------|
| Task 1 | Attend 6 Shore Friendly South Sound Collaboration meetings | 6 meetings | 6 meetings | 6 meetings |
| Task 2 | Host 6 Shore Friendly workshops for landowners | 2 workshops | 2 workshops | 2 workshops |
| Task 3 | Provide TA to 90 landowners | 30 landowners | 30 landowners | 30 landowners |

| | | | | |
|---------------|--|---------------|---------------|---------------|
| Task 4 | Offer, advertise, and administer Shoreline Stewardship Mini-Grant program for participating landowners, with up to \$30,000 in available cost-share funds. | \$10,000 | \$10,000 | \$10,000 |
| Task 5 | Identify 6 potential restoration projects | 2 projects | 2 projects | 2 projects |
| Task 5 | Design 4 restoration projects, including feasibility assessments, surveying and engineering, and preliminary permitting. | 1-2 projects* | 1-2 projects* | 1-2 projects* |

*The Deliverable for Task 5 cannot be evenly divided among the three CDs. Therefore, each CD will be responsible for a minimum of 1 project and up to 2 projects, such that the collective deliverable can be accomplished, with the caveat that a single district may do *more* than 2 projects with the support of the other two districts if a high priority project arises.

Responsibilities of Pierce Conservation District

Role: PCD will act as the primary sponsor under RCO Project Agreement for the Shore Friendly South Sound Initiative (2019-2021), filed under PRISM #19-1703. PCD will bill RCO for all expenditures under the SFSS program, including costs incurred by Thurston CD. TCD will invoice PCD for their expenditures.

Cooperation with TCD: PCD shall cooperate so that TCD can perform the work under this Agreement and shall make a good faith effort to assist TCD as requested and as resources allow.

PCD agrees to execute SFSS billing in PRISM. PCD agrees to provide data required for TCD to execute SFSS reporting in PRISM.

Payment of invoices. PCD will pay invoices submitted in conformity with the invoicing requirements described in the “Responsibilities of Thurston Conservation District” section of this Agreement within 30 days of receipt, subject to the total payment limitation therein. PCD may request clarification of invoices and annotations before issuing payment.

Timeline: PCD will accept and honor invoices related to the Shore Friendly South Sound Initiative for Tasks and Worksites associated with the July 1, 2019-June 30, 2021 funding period received on or before June 30, 2021.

Adherence to RCO Project Agreement: PCD is the primary sponsor on RCO Project Agreement and Statement of Work for the Shore Friendly South Sound Initiative (2019-

2021), filed under PRISM # 19-1703. PCD will provide a copy of the RCO Project Agreement for the Shore Friendly South Sound Initiative (2019-2021) to TCD.

Responsibilities of Thurston Conservation District

Role: TCD agrees to execute SFSS reporting in PRISM. TCD will be primarily responsible for progress reporting & PRISM final report to RCO.

Cooperation with PCD: TCD shall cooperate so that PCD can perform the work as primary sponsor under this Agreement and shall make a good faith effort to assist PCD as requested and as resources allow.

Invoicing: TCD will submit quarterly invoices to PCD for SFSS Initiative expenditures. The parties agree that total payments under this Agreement shall not exceed \$227,551.33 (TCD). TCD will annotate invoices so that each line item is assigned to a specific SOW Task and PRISM Worksite. TCD will provide itemized receipts, timesheets, or other documentation for all invoices.

Each CD is responsible for tracking their own expenditures according to the PRISM Worksites and SOW Tasks and Deliverables to ensure they do not exceed the agreed upon limit, both in total and for individual Deliverables and Worksites. Any expenditure made in excess of the agreed upon limits, will not receive payment from PCD.

Timeline: TCD will submit all invoices related to SFSS Initiative for Deliverables and Worksites associated with the July 1, 2019-June 30, 2021 funding period on or before June 30, 2021.

Adherence to RCO Project Agreement: TCD is subject to all standards, conditions, agreements, and other language outlined in the RCO Project Agreement and Statement of Work for the Shore Friendly South Sound Initiative (2019-2021), filed under PRISM # 19-1703, which is attached here as Attachment A.

Authority

Each person executing this Agreement on behalf of a party represents and warrants that such person has the authority to execute this Agreement on behalf of such party.

Termination

Any of the parties may terminate their part of this agreement upon 30 days prior written notification to the other parties.

Indemnification

To the fullest extent permitted by law, PCD and TCD shall indemnify, defend, and hold harmless each other, their Boards of Supervisors, elected officials, agents and employees, as well as the State of Washington, its officials, agents and employees from and against all claims for injuries or death, losses or suits including attorney fees arising out of or resulting from the indemnifying party's performance of this agreement.

Disputes

In the event that a dispute arises under this agreement, TCD and PCD will promptly give the other notice of problems or concerns arising in connection with carrying out the scope of work under this Agreement and will meet as needed, but no later than fifteen (15) days after receipt of a written request for a meeting to minimize the same. If the dispute is not resolved through such preventative discussions, TCD and PCD may by mutual agreement submit the matters to mediation or arbitration upon such rules of mediation or arbitration as TCD and PCD may agree.

IN WITNESS WHEREOF, this Agreement has been executed by each of the parties on the dates set forth below.

PIERCE CONSERVATION DISTRICT

THURSTON CONSERVATION DISTRICT

Approved:

Approved:

Date: _____

Date: _____

Project Sponsor: Pierce Conservation District
Project Title: Shore Friendly South Sound Initiative (2019-2021)

Project Number: 19-1703C
Approval Date: 10/10/2019

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Agreement (Agreement) is entered into between the State of Washington the Department of Fish and Wildlife (WDFW or Funding Entity) acting through the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Pierce Conservation District (Sponsor, and primary Sponsor), PO Box 1057, Puyallup, WA 98371, and shall be binding on the agents and all persons acting by or through the parties.

The Sponsor's Data Universal Numbering System (DUNS) Number is 940083108.

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

Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity, if applicable, as provided therein), (3) enter any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all sponsors, unless otherwise allowed in Amendments and Agreement Section.

If a Sponsor wishes to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization, the Sponsor has the obligation to provide to RCO in writing a new Applicant Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, RCO will be entitled to rely upon the fact that the current Authorized Representative/Agent has the authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

This Shore Friendly South Sound initiative is a Conservation District-based collaboration that connects priority residential marine shoreline homeowners with Shore Friendly resources and professional technical guidance in Pierce, Thurston, and Mason Counties. Nearshore technical assistance available at each Conservation District will help residential communities change shoreline management behavior away from armoring by providing the appropriate professional expertise and tools to help them restore and steward their properties. Staff at each Conservation District will work with homeowners to avoid new armor; remove existing armor; choose soft shore alternatives where feasible; and improve nearshore stewardship. The goal within the next 10 years is to proactively reduce new armor installation, to increase shoreline stewardship behaviors, and to facilitate ongoing armor removal projects across South Puget Sound. This program involves development and design of bulkhead removal projects but no construction.

PERIOD OF PERFORMANCE

The period of performance begins on July 1, 2019 (project start date) and ends on June 30, 2021 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

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

LONG-TERM OBLIGATIONS

For the restoration portion of this project, the sponsor's on-going obligations shall be for a minimum of ten (10) years, or more as specific in the Landowner Agreement, after the final payment and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by RCO. For this planning project, the sponsor's on-going obligation shall be the same as the period of performance identified in the Period of Performance section.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$665,880.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

| | Percentage | Dollar Amount | Source of Funding |
|--------------------------------------|------------|---------------|-------------------|
| Office - ESRP-EPA Marine & Nearshore | 60.05% | \$399,861.00 | Federal |
| Office - ESRP Shore Friendly Program | 39.95% | \$266,019.00 | State |
| Total Project Cost | 100.00% | \$665,880.00 | |

FEDERAL FUND INFORMATION

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

Federal Agency: US Environmental Protection Agency
Catalog of Federal Domestic Assistance Number and Name: 66.123 - (21-18) DFW
Federal Award Identification Number: PC-O1J223-01
Federal Fiscal Year: 2018
Federal Award Date: 06/14/2019
Total Federal Award: \$922,013
Federal Award Project Description: Shoreline Implementation Strategy

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

If the Sponsor's total federal expenditures are \$750,000 or more during the Sponsor's fiscal-year, the Sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200, Sub Part F—Audit Requirements, Section 500 (2013). The Sponsor must provide a copy of the final audit report to RCO within nine months of the end of the Sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

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

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

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

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO's director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding on the Sponsor if the representative/agent signing has been authorized to do so by Applicant Resolution/Authorization provided to the RCO and such Applicant Resolution/Authorization has not been withdrawn by the governing body in a subsequent resolution.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, and any applicable federal program and accounting rules effective as of the date of this Agreement, and with respect to any amendments to this Agreement, as of the effective date of that amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

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

- Estuary & Salmon Restoration Program Policy Manual
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- Restoration Projects - Manual 5

Provided, where a manual refers to a funding board's responsibility and/or authority, the RCO director shall have that responsibility and/or authority.

SPECIAL CONDITIONS

1. Statement of Work: Incorporate PRISM "Attachment A - Statement of Work" by reference here as an attachment to the project Agreement.

2. Project Funding: The Estuary Salmon Restoration Program (ESRP) program awarded \$266,019 to the South Sound Shore Friendly program. The Environmental Protection Agency's (EPA) National Estuary Program (NEP) awarded \$399,861 to the South Sound Shore Friendly program through an Interagency Agreement with the WA Department of Fish and Wildlife (WDFW # 19-13871; RCO #19-21). ESRP funding may only be used for capital expenses, including grant administration, technical assistance, design, permitting, planting, and construction. ESRP funding may not be used for non-capital expenses, including outreach activities. NEP funding may be utilized for all project activities. As a result, outreach expenses may be reimbursed only with NEP funding. All other expenses may be reimbursed with 55% NEP funding and 45% ESRP funding until all ESRP funds are expended.

3. Additional Terms: Additional terms required by the National Estuary Program (NEP) are found in the PRISM attachment titled "Attachment B: Conditions of Grant Award(s) that Contain Federal Funds Through the National Estuary Program (NEP)". This attachment applies to the Sponsor and all entities receiving sub-award grants from the Sponsor, and should be included therein. Where conflicts exist between this Attachment and the Standard Terms and Conditions of the Project Agreement, the requirements of this Attachment shall prevail.

4. Recognition of Funding: In addition to the requirements of the "Terms and Conditions of the Agreement" titled "Acknowledgement and Signs", the Grantee will ensure that reports, documents, signage, videos, or other media, developed as part of projects funded by this contract:

- a. Recognize the "Shore Friendly" program by using the Shore Friendly brand guidelines provided by WDFW;
- b. Acknowledge funding from both the Estuary Salmon Restoration Program and the Environmental Protection Agency's National Estuary Program;
- c. Contain the following statement, when feasible: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-O1J223-01 Contract #16-05251 through the Washington Department of Fish and Wildlife. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency or the Washington Department of Fish and Wildlife, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.";
- d. When use of the statement in paragraph (c) is not feasible, use the following abbreviated funding acknowledgement on postcards and mailers where space is limited. "Funded wholly or in part by EPA under grant #PC-01J22301."

5. Compliance with EO 05-05, Archaeological and Cultural Resource Consultation: This agreement requires compliance with Governor's Executive Order 05-05, Archaeological and Cultural Resources Consultation. At the time of this agreement, RCO is in the process of determining the necessary cultural resources consultation process. RCO will amend this special condition to document the consultation process, once confirmed. Any projects (or sub-recipient awards) that involve ground disturbing actions may not proceed until the sponsor has received notice of cultural resource consultation completion.

AGREEMENT CONTACTS

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

Sponsor Project Contact

Allan Warren
Development Director
308 West Stewart Ave.
Puyallup, WA 98371
allanw@pierced.org

RCO Contact

Kay Caromile
Natural Resources Building
PO Box 40917
Olympia, WA 98504-0917
kay.caromile@rco.wa.gov

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

ENTIRE AGREEMENT

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

EFFECTIVE DATE

This Agreement, for project 19-1703, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RECREATION AND CONSERVATION OFFICE AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Pierce Conservation District

By: _____

Date: _____

Name (printed): _____

Title: _____


State of Washington Recreation and Conservation Office On behalf of the

By: _____

Kaleen Cottingham
Director
Recreation and Conservation Office

Date: _____

Pre-approved as to form:

By: 
Assistant Attorney General

Date: 01/01/2019

Project Sponsor: Pierce Conservation District
Project Title: Shore Friendly South Sound Initiative (2019-2021)

Project Number: 19-1703C
Approval Date: 10/10/2019

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Planning/Restoration Metrics

Worksite #1, Program Outreach (NEP funding only)

| | |
|--|---|
| Targeted salmonid ESU/DPS (A.23): | Chinook Salmon-Puget Sound ESU |
| Targeted species (non-ESU species): | None |
| Area Encompassed (acres) (B.0.b.1): | 4.5 Estimated acres that might be impacted by outreach activities: 1.5 miles of 25 foot wide shoreline and adjacent upland zone, converted to acres |
| Miles of Stream and/or Shoreline Affected (B.0.b.2): | 1.50 This estimate assumes that each of the three Districts assesses at least 0.5 mile of shoreline over the course of the program. 0.5 miles = 2640 LF = 26 (100lf) parcels each CD does 30 |
| Miles of Stream and/or Shoreline Treated or Protected (C.0.b): | 0.00 |
| Project Identified In a Plan or Watershed Assessment (C.0.c): | n/a |
| Type Of Monitoring (C.0.d.1): | None |

Shore Friendly Program Outreach

Shore Friendly Outreach Program Administration & Management

Shore Friendly Number of landowners contacted/provided shore friendly information outside of workshop/training events: 90

Shore Friendly Workshop and Training Events

Number of Shore Friendly Workshops / Training Events: 6
Number of Participants at Shore Friendly Workshops / Training Events: 100

Agency Indirect Costs

Agency Indirect

Worksite #2, Technical Assistance

| | |
|--|--------------------------------|
| Targeted salmonid ESU/DPS (A.23): | Chinook Salmon-Puget Sound ESU |
| Targeted species (non-ESU species): | None |
| Area Encompassed (acres) (B.0.b.1): | 0.0 to be determined |
| Miles of Stream and/or Shoreline Affected (B.0.b.2): | 0.00 to be determined |
| Miles of Stream and/or Shoreline Treated or Protected (C.0.b): | 0.00 |
| Project Identified In a Plan or Watershed Assessment (C.0.c): | n/a |
| Type Of Monitoring (C.0.d.1): | None |

Shore Friendly Program Technical Assistance

Shore Friendly Design Assistance

Number of landowners receiving design cost-share or assistance: 4
Number of completed armor removal scoping and feasibility studies: 4
Number of completed conceptual designs: 4
Number of completed preliminary (permit-ready) designs: 4
Number of completed final designs: 4

Shore Friendly Site Visit Assistance

Number of landowners receiving site visits: 90

Shore Friendly Technical Assistance Program Administration & Management**Agency Indirect Costs****Agency Indirect****Worksite #3, Restoration**

| | |
|--|---|
| Targeted salmonid ESU/DPS (A.23): | No Salmon ESU or Steelhead DPS |
| Targeted species (non-ESU species): | None |
| Area Encompassed (acres) (B.0.b.1): | 0.0 |
| | N/A |
| Miles of Stream and/or Shoreline Affected (B.0.b.2): | 0.00 |
| | N/A |
| Miles of Stream and/or Shoreline Treated or Protected (C.0.b): | 0.75 |
| | 3/4 mile of shoreline impacted by improvement management such as planting projects, drainage improvements etc? (approximately 39 parcels with 100' shoreline extents) or 13 parcels each CD |
| Project Identified In a Plan or Watershed Assessment (C.0.c): | n/a |
| Type Of Monitoring (C.0.d.1): | None |

Estuarine / Nearshore Project

Total Amount Of Estuarine / Nearshore Acres Treated (C.9.b): 0.8

Drainage Improvement

| | |
|--|------|
| Number of drainage systems improved: | 5 |
| Miles of shoreline treated for drainage improvement: | 0.01 |

Riparian Habitat Project

| | |
|--|---------------------------------|
| Total Riparian Miles Streambank Treated (C.5.b.1): | 0.38 |
| | 20 projects 100ft long |
| Total Riparian Acres Treated (C.5.b.2): | 0.5 |
| | (20 projects 10x100) @ \$750 ea |

Planting (C.5.c.1)

| | |
|--|---------------------------------|
| Acres Planted in riparian (C.5.c.3): | 0.5 |
| | (20 projects 10x100) @ \$750 ea |
| Miles of streambank planted (C.5.c.4): | 0.08 |
| | 20 projects 100ft long |

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

| | |
|--|--|
| Acres of riparian treated for plant removal/control (C.5.h.3): | 0.2 |
| | (10 sites with (1000SF) areas of lawn removal/invasive removal @ \$1000 each for removal + planting) |
| Miles of streambank treated for plant removal/control (C.5.h.4): | 0.19 |
| | 10 x 100ft shoreline |

Project Sponsor: Pierce Conservation District
Project Title: Shore Friendly South Sound Initiative (2019-2021)

Project Number: 19-1703C
Approval Date: 10/10/2019

Project Milestones

PROJECT MILESTONE REPORT

| Complete | Milestone | Target Date | Comments/Description |
|----------|----------------------------|-------------|---|
| | Project Start | 07/01/2019 | |
| | Other | 09/30/2019 | Attach National Estuary Program reporting factsheet (using provided template) to PRISM. |
| | Other | 11/30/2019 | RCO will work with Grantee to confirm what cultural resources documents are required. RCO will confirm what contracting requirements must be passed on to the landowners receiving cost-share agreements. |
| | Progress Report Due | 12/31/2019 | For Jul1 - Dec31. In PRISM, attach bi-annual summary report of all site visits (using template). Attach all available outreach, TA, design, cultural resources & cost share project deliverables. |
| | Other | 12/31/2019 | Attach signed agreement among Pierce CD, Mason CD and Thurston CD to ensure work and funding are distributed among parties as intended. |
| | Progress Report Due | 03/31/2020 | For Dec1 - Mar30. Attach all available outreach, TA, design, cultural resources & cost share project deliverables. |
| | Other | 03/31/2020 | Email any information that needs to be updated on the ShoreFriendly.org website to ESRP Shore Friendly coordinator. |
| | Other | 06/01/2020 | Complete GIS-based shoreline parcel prioritization, maps, and process memo. |
| | Other | 06/30/2020 | Email any information that needs to be updated on the ShoreFriendly.org website to ESRP Shore Friendly coordinator. |
| | Progress Report Due | 06/30/2020 | For Apr1 - Jun30. Attach bi-annual summary report of all site visits (using template). Attach all available outreach, TA, design, cultural resources & cost share project deliverables. |
| | Annual Project Billing Due | 07/31/2020 | |
| | Other | 09/30/2020 | Email any information that needs to be updated on the ShoreFriendly.org website to ESRP Shore Friendly coordinator. |
| | Progress Report Due | 09/30/2020 | For Jul1 - Sep30. Attach all available outreach, TA, design, cultural resources & cost share project deliverables. |
| | Progress Report Due | 12/31/2020 | For Oct1 - Dec31. Attach bi-annual summary report of all site visits (using template). Attach all available outreach, TA, design, cultural resources & cost share project deliverables. |
| | Other | 12/31/2020 | Email any information that needs to be updated on the ShoreFriendly.org website to ESRP Shore Friendly coordinator. |
| | Other | 03/31/2021 | Email any information that needs to be updated on the ShoreFriendly.org website to ESRP Shore Friendly coordinator. |
| | Progress Report Due | 03/31/2021 | For Dec1 - Mar30. Attach all available outreach, TA, design, cultural resources & cost share project deliverables. |
| | Progress Report Due | 06/30/2021 | For Apr1 - Jun30. In PRISM, attach Nat Est Prog reporting factsheet (using provided template); Attach bi-annual summary report of all site visits |

| | | |
|-----------------------------|------------|--|
| Cultural Resources Complete | 06/30/2021 | (using template). Attach all available outreach, TA, design, cultural resources & cost share deliverables. Be sure to attach documentation to PRISM to confirm cultural resources consultation is complete for all ground-disturbing activities completed with grant funding. |
| Agreement End Date | 06/30/2021 | PROJECT CLOSING. All expenditures must be prior to this date. |
| Final Report Due | 06/30/2021 | |
| Special Conditions Met | 06/30/2021 | Ensure Compliance with Statement of Work Attached in PRISM |
| Special Conditions Met | 06/30/2021 | Ensure Compliance with Statement of Work (Attachment A) and all other special conditions |
| Final Billing Due | 08/31/2021 | |

Project Sponsor: Pierce Conservation District
Project Title: Shore Friendly South Sound Initiative (2019-2021)

Project Number: 19-1703C
Approval Date: 10/10/2019

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This agreement reflects Standard Terms and Conditions as of 09/16/2019.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement or project agreement – The document entitled “Recreation and Conservation Office Agreement” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the Recreation and Conservation Office Agreement, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Agreement subject to any limitations on their effect .

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

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

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

application – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

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

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

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

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

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

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

long-term compliance period – The period of time after the project end date or end of the period of performance (depending on the project types and grant program). During this period, the Sponsor has continuing obligations under the Agreement. This period may have a nonspecific end date (in perpetuity) or an expressly specified number of

years.

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

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

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

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

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

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

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

project area – A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project – A project that brings a site back to its historic function as part of a natural ecosystem or improving the ecological functionality of a site.

restoration and/or enhancement project – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

RCW – Revised Code of Washington

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

useful service life – Period during which an asset or property is expected to be useable for the purpose it was acquired, developed, renovated, and/or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the RCO.

RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is Sponsored by more than one entity, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO has no responsibility for reviewing, approving, overseeing or supervising design or construction of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor

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

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

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries .
1. **Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130).** If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.
- D. **Archaeological and Cultural Resources.** RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The Sponsor must assist RCO in compliance with Governor's Executive Order 05-05 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the Sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
- E. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.
- No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- F. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO,

personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.

- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement .
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **Requirements for Federal Subawards.** Pre-Agreement costs before the federal award date in the FEDERAL FUND INFORMATION Section are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- E. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, which ever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:
1. All approved or required activities outlined in the Agreement are done;
 2. On-site signs are in place (if applicable);
 3. A final project report is submitted to and accepted by RCO;

4. Any other required documents and media are complete and submitted to RCO;
 5. A final reimbursement request is submitted to RCO;
 6. The completed project has been accepted by RCO;
 7. Final amendments have been processed;
 8. Fiscal transactions are complete, and
 9. RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.
- E. **Requirements for Federal Subawards: Match.** The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:
1. Are verifiable from the non-Federal entity's (Sponsor's) records;
 2. Are not included as contributions for any other Federal award;
 3. Are necessary and reasonable for accomplishment of project or program objectives;
 4. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
 5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
 6. Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and
 7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.
- F. **Requirements for Federal Subawards: Close out.** Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:
1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
 2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
 3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
 4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

ADVANCE PAYMENTS

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

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Overpayment Payments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30

days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

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

COVENANT AGAINST CONTINGENT FEES

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

INCOME (AND FEES) AND USE OF INCOME

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
1. The Sponsor's matching resources;
 2. The project's total cost;
 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 5. Capital expenses for similar acquisition and/or development and renovation; and/or
 6. Other purposes explicitly approved by RCO.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
1. Grant program laws, rules, and applicable manuals;
 2. Value of any service(s) furnished;
 3. Value of any opportunities furnished; and
 4. Prevailing range of public fees in the state for the activity involved.
- D. **Requirements for Federal Subawards.** Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:
1. Publish a notice to the public requesting bids/proposals for the project;
 2. Specify in the notice the date for submittal of bids/proposals;
 3. Specify in the notice the general procedure and criteria for selection; and
 4. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.

5. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. Requirements for Federal Subawards.

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

TREATMENT OF EQUIPMENT AND ASSETS

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

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.
- C. **Requirements for Federal Subawards.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
 1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 4. Adequate maintenance procedures must be developed to keep the property in good condition.
 5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure has been executed, it will further stipulate and define the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
 - 1. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
 - 2. During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
 - 1. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure (such as landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in this Agreement and any applicable manual as of the effective date of this Agreement and determines the long-term compliance period unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** Sponsor shall comply with the terms of this Agreement.
- B. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. RCO requires that the project area continue to function as intended after the period of performance in perpetuity.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those

purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon the terms of this Agreement, including without limitation all WACs and manuals deemed applicable and all applicable laws.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement, any applicable manual or WAC, or any applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per this Agreement and the applicable manuals, WACs and laws, and the RCO may pursue such remedies as the above allows.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
 - 1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - 2. In a reasonably safe condition for the project's intended use;
 - 3. Throughout its estimated useful service life so as to prevent undue deterioration;
 - 4. In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
 - 1. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
 - 2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 - 3. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

PROVISIONS FOR FEDERAL SUBAWARDS

The following provisions shall be in force for this agreement:

- A. **Sub-Recipient** (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. **Binding Official.** Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

- C. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

1. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
2. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

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

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

- E. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

- H. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- I. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- J. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- K. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- L. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State law (constitution, statute);
- F. Washington Administrative Code;
- G. Applicable RCO manuals.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written

amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO relies on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement and /or enforcement of long-term obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement , or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO will require strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

1. The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b. If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
2. Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
3. RCO reserves the right to suspend all or part of the Agreement , withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

1. The Sponsor was not in default; or
2. Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights of Remedies of the RCO.

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

DISPUTE HEARING

Except as may otherwise be provided in this Agreement , when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

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

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

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

ATTORNEYS' FEES

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

GOVERNING LAW/VENUE

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

The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SEVERABILITY

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

END OF AGREEMENT

This is the end of the agreement.

Estuary and Salmon Restoration Program (ESRP)

Shore Friendly Program

Shore Friendly South Sound Initiative - PRISM# 19-1703

Statement of Work

July 1, 2019

PURPOSE

Agreement Scope

This Shore Friendly South Sound initiative is a Conservation District-based collaboration that connects priority residential marine shoreline homeowners with Shore Friendly resources and professional technical guidance in Pierce, Thurston, and Mason Counties. Nearshore technical assistance will be available at each CD to help residential communities shift shoreline management behavior away from armor and towards stewardship. Local staff in each Conservation District will work with homeowners to avoid new armor; remove existing armor; choose soft shore alternatives where feasible; and improve nearshore stewardship. The goal within the next 10 years is to proactively reduce new armor installation, to increase shoreline stewardship behaviors, and to facilitate ongoing armor removal projects across South Puget Sound. This project:

- Funds local shoreline technical assistance programs at Thurston, Pierce and Mason Conservation Districts to provide site-specific assessments and expert guidance, and to develop armor removal projects. Goal: establish 3 collaborative Shore Friendly programs to rapidly engage shoreline communities in South Sound.
- Uses Shore Friendly branding, social marketing messaging, and collaboration to engage priority homeowners in proactive, preventative shoreline stewardship and on-the-ground restoration work at sites with high ecological value, low erosion rates, and unnecessary armor. Goal: assist over 90 homeowners in 2 years and 500 shoreline homeowners over 6 years in South Sound; identify at least 6 armor removal projects and develop at least 4 for construction by year 3.
- This project will achieve its objectives using collaborative, integrated, and consistent Shore Friendly branding and program structure across the three partnering Conservation Districts. It will track program impact and effectiveness, adaptively managing efforts to achieve the greatest outcomes over time.

GOALS & OBJECTIVES

To improve nearshore stewardship behavior in South Puget Sound, this program focuses on providing expert, site-specific guidance to residential landowners in order to benefit shoreline ecology and coastal processes. Shoreline ecology will benefit from landowner behaviors that focus on preserving, enhancing, and expanding marine riparian zones; improving drainage management to avoid adverse impacts; minimizing man-made barriers between the upland and beach, among other practices. Coastal processes will benefit from homeowner avoidance of new hard armor installation; adoption of soft shore alternatives where intervention is truly necessary; removal of hard armor at sites where appropriate and feasible. The result of this work is a reduction of new shoreline armoring and decrease in existing armoring. Together, the reduced modification of natural shorelines will benefit nearshore sediment supply and movement along the shoreline; forage fish habitat, and other critical processes and conditions that support the nearshore food web.

By June 30, 2021 the three partnering South Sound Conservation Districts will:

- Provide technical assistance to at least 90 waterfront homeowners (prioritizing properties with natural shorelines and those with low erosion rates and potential for armor removal).
- Incentivize homeowner stewardship behaviors by offering \$30,000 in mini-grant cost-share assistance for marine riparian planting projects; invasive weed removal and lawn conversion into

native vegetation; drainage management improvements; and armor removal or soft shore alternatives for shoreline management. \$10,000 will be available in each District.

- Identify at least 6 armor removal projects with willing landowners for further development.
- Fully develop 4 projects for future construction (complete permits, engineering, etc.)

TASKS & DELIVERABLES

Task 1: Grant Administration and Management, Progress Reporting & PRISM Final Report

Cost: \$ 50,700

Description: Grant administration and management for this task includes, but is not limited to: maintenance of project records; maintenance of local Shore Friendly webpage and any updates to the ShoreFriendly.org website sent to the ESRP Shore Friendly Coordinator; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and agreement requirements; and submittal of required deliverables, and coordination of the partnering Conservation Districts.

The ESRP Shore Friendly program will develop a guidance manual describing standard contract requirements; program vision, goals, objectives and policies; consistent program definitions, messaging and branding guidelines; and other applicable information for grant recipients. Once finalized, grantees will adhere to the requirements in the manual.

| Number | Deliverable | Completion date |
|--------|---|---|
| 1.1 | Quarterly PRISM progress reports that describe accomplishments, completed metrics, project status, opportunities for adaptive management and any delays or concerns. Attach all available project deliverables with your progress report. | September 30 December 31 March 31 June 30 |
| 1.2 | Complete the PRISM Final Report for the Shore Friendly grant to describe your completed work. | June 30, 2021 |
| 1.3 | Participation in quarterly regional Shore Friendly coordination meetings. | September 30 December 31 March 31 June 30 |
| 1.4 | On a quarterly basis, email any information that needs to be updated on the ShoreFriendly.org website http://shorefriendly.org/resources/resources-in-your-area/mason/ http://shorefriendly.org/resources/resources-in-your-area/pierce/ http://shorefriendly.org/resources/resources-in-your-area/thurston/ to the ESRP Shore Friendly Coordinator. | September 30 December 31 March 31 June 30 |
| 1.5 | Track Shore Friendly deliverables and complete regular reporting in PRISM. | Ongoing, attach with quarterly progress report in PRISM. |
| 1.6 | Coordinate South Sound regional Shore Friendly meetings and facilitate collaboration among Districts. | Ongoing, include summary of work in quarterly progress report in PRISM. |
| 1.7 | Attach the National Estuary Program reporting requirement of a project factsheet (using the provided template) to PRISM, with the first quarterly progress report. An updated fact sheet will be | Sept 30, 2019 June 30, 2021 |

| | | |
|------------|---|-------------------|
| | completed at the end of the grant period and also be attached to PRISM. | |
| 1.8 | Pierce Conservation District (CD) will finalize agreement with Mason CD and Thurston CD to ensure work and funding are distributed among parties as intended. Attach signed agreement to PRISM. | December 31, 2019 |

Task 2: Shore Friendly Outreach Program

Cost: \$ 64,318

Description: Program partners will implement an integrated and strategic outreach and marketing effort to engage priority shoreline homeowners in the Shore Friendly program.

| Number | Deliverable | Completion date |
|------------|---|--|
| 2.1 | Develop localized Shore Friendly posters, postcards, and other outreach materials to promote the program. Attach all outreach materials developed within the grant period to PRISM. These materials should include sign-in sheets from community meetings, MS PowerPoint presentations, brochures/flyers etc. | Ongoing, attach with quarterly progress report in PRISM. |
| 2.2 | Facilitate 6 Shore Friendly workshops for landowners. | June 30, 2021 |
| 2.3 | Complete GIS-based shoreline parcel prioritization, maps, and process memo. | June 1, 2020 |

Task 3: Shoreline Technical Assistance

Cost: \$ 333,817

Description: Each Conservation District will provide site-specific technical assistance and guidance to shoreline homeowners in their area, reaching a combined total of at least 90 South Sound shoreline residents. Technical assistance includes access to a nearshore technical team with engineering, landscape architecture, and geology expertise, as well as technical support for homeowners engaged in mini-grant stewardship projects. During this process, staff will identify and begin to develop high-value armor removal and restoration opportunities for Task 5.

| Number | Deliverable | Completion date |
|------------|---|------------------------|
| 3.1 | Attach a bi-annual summary report of all site visits using the standard tracking worksheet to PRISM (worksheet may be modified to add program-specific data). | December 31 June 30 |
| 3.2 | Provide technical assistance to at least 90 shoreline landowners via site visits and nearshore technical team support. | June 30, 2021 |

Task 4: Homeowner Mini-Grant Cost Share Program

Cost: \$ 30,000

Description: Incentive mini-grants will be offered to Shore Friendly program participants. "Mini-grant" cost-share programs in each district will reimburse a small portion of landowner costs for the following eligible stewardship practices: marine riparian planting, invasive weed removal /planting, lawn conversion to native planting, drainage improvements, and hard armor removal / soft shore stabilization alternatives.

| Number | Deliverable | Completion date |
|--|--|--|
| 4.1 | Offer, advertise, and administer Shoreline Stewardship Mini-Grant program for participating landowners. | Ongoing. Attach updates to quarterly progress report in PRISM. |
| 4.2 | Attach to PRISM all cost share agreements and completed deliverables. | prior to RCO reimbursement |
| ADDITIONAL REQUIREMENTS FOR ON-THE-GROUND IMPLEMENTATION PROJECTS (e.g., construction, planting) | | |
| 4.3 | IF CD implements projects (not through cost-share): Attach land owner agreements to PRISM. | prior to RCO reimbursement |
| 4.4 | Attach documentation to PRISM to confirm cultural resources consultation is complete for all ground-disturbing activities completed with grant funding. RCO will work with Grantee to confirm what documents are required. | prior to RCO reimbursement |
| 4.5 | Attach to PRISM pre-construction/implementation/planting plans (and bid documents, if relevant). | prior to RCO reimbursement |
| 4.6 | Attach to PRISM documentation of completed project (if different from pre-construction plans) and pre and post implementation high-resolution photo documentation of completed projects. | June 30, 2021 |

Task 5: Restoration Project Development

Cost: \$ 187,045

Description: Develop 4 of the highest-priority armor removal and restoration projects identified during technical assistance site visits and feasibility assessments. Prepare four sites to be ready for future construction.

- Engage consultants with specialized expertise for support during site visits/project development.
- Identify 6 potential projects for further development.
- Design 4 projects, including feasibility assessments, surveying and engineering, and preliminary permitting.
- Maintain necessary software to support outreach, project design, and engineering.

| Number | Deliverable | Completion date |
|------------|--|--|
| 5.1 | Identify sites for restoration; complete design assistance including: <ul style="list-style-type: none"> - Landowner/cooperator agreements, if relevant. - Feasibility studies. - Conceptual/preliminary/final designs. - Geotechnical assessments. - Permit assistance. - Attach all deliverables to PRISM. | Ongoing, attach with biannual progress report in PRISM |

TOTAL AMOUNT OF AWARD: \$665,880

Work on this project must be completed by June 30, 2021

Attachment B:

Conditions of Grant Award(s) that Contain Federal Funds Through the National Estuary Program (NEP)

- A. "Contractor" or "Subcontractor" is anyone or business paid to perform work to implement the scope of work of this grant.
- B. The Sponsor shall ensure the following:
 - 1. PREVAILING WAGES AND BIDS FOR SERVICES.
 - a. Competitive Bidding. For this grant and any sub-awards of over \$3,500, the recipient shall comply with all competitive bidding processes required by law. If no laws apply, the recipient shall comply with the competitive bid requirements of the Standard Terms and Conditions of the Project Agreement.
 - b. Prevailing Wages. Regardless of the grant amount, Sponsor and sub-recipients must pay federal prevailing wages to contractors and subcontractors as may apply (some activities may not require prevailing wages).
 - 2. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35. All parties receiving these funds shall comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
 - 3. BUY AMERICAN ACT. All parties receiving these funds shall comply with 41 USC 10a-10c (the "Buy American Act") by purchasing only American-made equipment and products with contract funds except articles, materials, and supplies — a) for use outside the United States; b) for which the cost would be unreasonable, as determined in accordance with federal regulations; c) for which the US Environmental Protection Agency determines that domestic preference would be inconsistent with the public interest; or d) that are not mined, produced, or manufactured in the United States in sufficient and reasonable available commercial quantities, of a satisfactory quality.
 - 4. CONSULTANT CAP. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by all parties shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the parties receiving these funds will pay these in accordance with their normal travel reimbursement practices). Subcontracts with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the subcontract provide the Sponsor with responsibility for the selection, direction and control of the individuals who will be providing services under the subcontract at an hourly or daily rate of compensation.

5. **DAVIS BACON AND RELATED ACTS.** If any work performed by the parties receiving these funds or Subcontractor employees is subject to the Davis Bacon Act and Davis-Bacon prevailing wage provisions contained in applicable federal laws, the Sponsor shall ensure that they and their Subcontractor(s) a) pay at least once per week wages to Sponsor and/or Subcontractor laborers and mechanics at a rate not less than the minimum wages specified in wage determinations made by the U.S. Department of Labor; and b) provide to the FUNDING AGENCY, as needed, each week U.S. Department of Labor Form WH-347 "Payroll (For Contractors Optional Use)" stating the wages paid to Sponsor and /or Subcontractor laborers and mechanics engaged in work funded by this contract.
6. **DISADVANTAGED BUSINESS ENTERPRISE.** The Sponsor agrees to comply with the requirements of the Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.
7. **DRUG FREE WORKPLACE.** The Sponsor shall comply with the Drug-Free Workplace Act of 1988, 41 USC 701-707, as amended. Compliance with the Drug-Free Workplace Act includes publishing a drug-free workplace statement and establishing a drug-free awareness program for Sponsor employees; and taking actions concerning Sponsor employees who are convicted of violating drug statutes in the workplace. The Sponsor shall provide written notice of a conviction of a Sponsor employee of a drug violation in the workplace to the Recreation and Conservation Office within seven (7) calendar days after the Sponsor learns of the conviction.
8. **FEDERAL DEBARMENT AND SUSPENSION.** The Sponsor certifies, that neither it nor its "principals" (as defined in 49 CFR 29.105) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Sponsor agrees not to enter into any arrangements or other contracts with any party that is on the "List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at <https://www.sam.gov>.
9. **INSURANCE.** Sponsor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
10. **LIGHT REFRESHMENTS AND/OR MEALS.** The Sponsor will obtain prior approval from WDFW for the use of contract funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events).
11. **MINORITY, WOMEN AND VETERAN-OWNED BUSINESSES.** The US Environmental Protection Agency encourages participation by minority and women-owned business enterprises certified by the Office of Minority and Women's Business Enterprises (OMWBE); and veteran-owned businesses certified by the Department of Veteran's Affairs (DVA). If any part of this contract is subcontracted to an OMWBE or DVA-certified firm the Sponsor shall

submit a statement of participation indicating what OMWBE or DVA certified firm was used and the dollar amount of their subcontracts. Pursuant to 40 CFR, Section 33.301, the Sponsor agrees to make good faith efforts whenever procuring construction, equipment, services and supplies funded through this contract, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained by the Sponsor.

12. **PROCUREMENT STANDARDS.** The Sponsor will meet the procurement standards contained in 2 CFR 200.217 through 2 CFR 200.326.
13. **RECOGNITION OF EPA FUNDING.** The Sponsor will ensure that reports, documents, signage, videos, or other media, developed as part of projects funded by this contract contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J223-01 Contract #16-05251 through the Washington Department of Fish and Wildlife. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency or the Washington Department of Fish and Wildlife, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."
14. **RESTRICTIONS ON LOBBYING.** The Sponsor certifies that under the requirements of Lobbying Disclosure Act, 2 USC, Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
15. **RIGHT OF INSPECTION.** The Sponsor shall provide right of access to its facilities to the Washington Department of Fish and Wildlife, The US Department of Environmental Protection, the Recreation and Conservation Office, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.
16. **TRAFFICKING VICTIMS PROTECTION ACT.** As described in 2 CFR Part 175 the Recreation and Conservation Office, Washington Department of Fish and Wildlife, or the US Environmental Protection Agency may terminate this contract, without penalty, if the Sponsor is found to be in violation of the Trafficking Victims Protection Act of 2000.
17. **RIPARIAN BUFFERS.** For Sponsors: Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of

January 30, 2013 and April 9, 2013; or the October 28, 2013 guidance previously agreed to by Lead Organizations). These documents are available from WDFW on request. For projects involving riparian buffer restoration in agricultural areas, the Sponsor shall confirm with WDFW in writing projects' consistency with the recommendations referenced above. When evaluating project proposals, WDFW will consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the Sponsor must submit to WDFW the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

18. GEOSPATIAL DATA STANDARDS. For all Sponsors: All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.
19. INTERNATIONAL TRAVEL (INCLUDING CANADA). For all Sponsors: All International Travel must be approved by EPA's Office of International and Tribal Affairs (OITA) through WDFW BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. The Sponsor will contact WDFW as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that WDFW can obtain appropriate approvals from EPA Headquarters.
20. ANIMAL SUBJECTS. The Sponsor agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. The Sponsor also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985).



**Thurston Conservation District Board of Supervisors
WSCC Elections Survey Response
Due: November 25th, 2019**

District: **Thurston**

1. The three elected board members on each conservation district board would be included on the regular general election ballot.

Could live with it

If you have concerns or suggestions about having the three elected board members being included on the general election ballot, please provide them below:

Could increase interested candidate pool, ballot costs are shared in general elections. Inconsistent with RCW 89.08. Cost is still significant to be on the general ballot, Supervisors become politicians – rather than community volunteers which may be intimidating to many landowners and farmers and deter them from service. If the law changes to require general ballot elections without a funding strategy it will likely close some CDs in the state – it is imperative that funding be provided to cover the cost of a general ballot election.

2. Conservation districts above a certain population threshold would be included on the regular general election ballot and be granted the authority to set Rates and Charges (e.g., used, in part, to cover election costs)

Could live with it

If you have concerns or suggestions about conservation districts above a certain population threshold being included on the regular general election ballot and be granted the authority to set Rates and Charges (e.g., used, in part, to cover election costs), please provide them below:

Independent ability to access Rates and Charges funding (outside of county government politics). CDs maintain autonomy from county government and the ability to direct local funds for CD driven priorities – rather than accommodate caveats put in place by county governments. This offers a more stable funding stream for CDs, rather than soft money (grants). Not fair to smaller CDs. Rates and Charges tiers need to maintain consistency in RCW 89.08 with populations as they increase. Could close some CDs if Board of Supervisors voluntarily does not approve a system of Rates and



**Thurston Conservation District Board of Supervisors
WSCC Elections Survey Response
Due: November 25th, 2019**

Charges AND opts in to the general election requirement. Will Rates and Charges funding be enough to comply with general election requirements across the state?

3. Conservation districts above a certain annual budget threshold would be included on the regular general election ballot and be granted the authority to set Rates and Charges (e.g., used, in part, to cover election costs)

Do not support

If you have concerns or suggestions about conservation districts above a certain annual budget threshold being included on the regular general election ballot and be granted the authority to set Rates and Charges (e.g., used, in part, to cover election costs), please provide them below:

Provides additional accountability to tax payers for the highest levels of public funding. Inconsistencies in grant funding could result in inconsistencies of in elections procedures from year to year. This would be a major concern for voters and create community outrage. Not community driven.

4. Conservation districts would have the option (but not required) to participate in general election ballot.

Do not support

If you have concerns or suggestions about conservation districts having the option (but not required) to participate in general election ballot, please provide them below:

Needs to have funding allocated to be a viable option. Inconsistencies across the state could create inequity and chaos for voters and CDs. Need to ensure that there is a requirement for county auditor's office to work with CDs opting in to general ballot. Inconsistencies with changing supervisor priorities/politics could create chaos within individual CD communities.

5. All conservation district supervisors should be appointed by the SCC.

Do not support

If you have concerns or suggestions about having all conservation district supervisors appointed by the SCC, please provide them below:



**Thurston Conservation District Board of Supervisors
WSCC Elections Survey Response
Due: November 25th, 2019**

CDs should be locally controlled not solely controlled by a statewide agency. This option could conflict with potential outcomes of current litigation based on the final ruling regarding the removal/recall of CD supervisors. Are general elections included under recall for removal? Does this remove SCC WAC ability to remove?

6. Two conservation district supervisors should be appointed by the SCC and 3 should be appointed by county legislative authority.

Do not support

If you have concerns or suggestions about having 2 conservation district supervisors appointed by the SCC and 3 appointed by county legislative authority, please provide them below:

Takes away both the locally led, community driven nature and autonomy of the CD. County politics change and this could create instabilities in CDs. This politicizes the CD, where CD work should remain non-partisan.

7. Hybridized structure where conservation districts above a certain threshold (such as population or annual budget) would conduct elections for three supervisors and those below that threshold would have all five supervisors appointed by SCC or the SCC and county legislative authority

Do not support

If you have concerns or suggestions about having a hybridized structure where conservation districts above a certain annual threshold (such as population or budget) would conduct elections for three supervisors and those below that threshold would have all five supervisors appointed by SCC or the SCC and county legislative authority, please provide them below:

Adds additional inconsistencies and variability to already 'bad' ideas. Does not appear to be a method that would work for anyone involved. Confusing and includes too many unknown variables to be successful.

8. Pursue funding to support technological improvements, such as online voting, that could be used to assist with conservation district elections.

Support it but have concerns



**Thurston Conservation District Board of Supervisors
WSCC Elections Survey Response
Due: November 25th, 2019**

If you have concerns or suggestions about pursuing funding to support technological improvements, such as online voting, that could be used to assist with conservation district elections, please provide them below:

This is an improvement over current process, a step in the right direction. CDs need some accountability to initiate change in election process – not just additional options. CD elections need to be fixed and this does not ensure it will be improved across the board.

9. Make no changes to current CD election process, but encourage all CDs to work with the county auditors to have the county auditor assist, as much as they are willing and able, with the CD's election.

Do not support

If you have concerns or suggestions about encouraging all CDs to work with the county auditors to have the county auditor assist, as much as they are willing and able, with the CD's election, please provide them below:

Challenging for the county auditor's office to implement. Outdated voting model that needs to be updated with the current ways of doing business. Cumbersome and expenses to comply with. Never a guarantee that county auditor's offices will provide support.

10. Continue to explore streamlining and improving opportunities within the current elections procedures (e.g., proposed WAC changes) ** Don't forget to submit comments by Nov 8 through the 2019 Election Changes Comment Form

Support it but have concerns

If you have concerns or suggestions about streamlining and improving opportunities within the current elections procedures (e.g., proposed WAC changes) please provide them by November 8 through the 2019 Election Changes Comment Form.

Need statewide election service available to CDs and funded through the legislature. WAC changes do make improvements, but don't solve the problem entirely.

Item

5

Nonpoint Activity Update

Southwest Region

November 2019



Program Updates

Updated Water Quality Standards

The Washington Department of Ecology has adopted new water quality standards to protect people from waterborne disease while they are enjoying recreational activities like swimming and boating. The previous state standards relied on fecal coliform bacteria testing to protect public health, but there are now more precise measures available. The new standards test for *E. coli* in freshwater and enterococci bacteria in saltwater. The U.S. Environmental Protection Agency, and many other states, have already moved to these new bacteria standards to ensure waters are safe for recreational use.

Water quality standards are also used to determine compliance with the state's wastewater discharge rules, permitting, monitoring, and prioritizing cleanup plans for waterbodies. The new standards are not related to beach closures, which are managed by local health departments. The Washington State Department of Health will continue to measure fecal coliform bacteria in saltwater to classify shellfish as safe for consumption, using standards set by the U.S. Food and Drug Administration.

In addition, Ecology is considering revisions to the freshwater dissolved oxygen standards and adding a new standard for fine sediment to better protect early life stages of salmonid fish and spawning habitat. For more information, please contact Bryson Finch at (360) 407-7158 or bryson.finch@ecy.wa.gov.

South Sound Shellfish Recovery: Clean Water Partners

The South Sound Clean Water Partners is a partnership approach to protecting and improving water quality in South Sound shellfish watersheds. The project provides a coordinated response to all aspects of pollution prevention, identification, and correction to recover downgraded shellfish harvest areas and prevent new downgrades. The partnership approach helps find funding, shares expertise, and facilitates prioritization to address problems regionally. This effort builds on over 20 years of clean water and healthy shellfish work by all of the project partners.

- **Related South Sound Strategy Targets:** Shellfish, Forest and Freshwater Habitat, Marine and Nearshore Habitat
- **Clean Water Partners:** Mason Conservation District, Mason County Public Health, Nisqually Tribe, Pierce Conservation District, Pierce County Surface Water Management, Squaxin Island Tribe, Tacoma-Pierce County Health Department, and Thurston Conservation District
- **More information:** <https://www.co.pierce.wa.us/1818/Shellfish-Partners>

Recent Environmental Report Tracking System (ERTS) – Nonpoint Complaints

| County | Number of ERTS | County | Number of ERTS |
|--------------|----------------|-----------|----------------|
| Clallam | 1 | Mason | 9 |
| Clark | 4 | Pacific | 1 |
| Cowlitz | 1 | Pierce | 14 |
| Grays Harbor | 3 | Skamania | 0 |
| Jefferson | 3 | Thurston | 14 |
| Lewis | 9 | Wahkiakum | 1 |

Meetings and Events

Ecology staff will be attending the following events. If you have an education or outreach event that you would like Ecology staff to participate in, please contact one of the SWRO Ecology staff listed below.

Nov 6 – Rocky Bay Shellfish Protection District, Key Peninsula

Nov 12 – Vaughn Bay Shellfish Protection District, Key Peninsula

Nov 13 – WA GIS Day, Olympia

Nov 17 – Nisqually River Council, Eatonville

Nov 19 – Henderson Inlet & Nisqually Reach Shellfish Protection District, Olympia

Nov 21 – Filucy Bay & Burley Lagoon Shellfish Protection Districts, Key Peninsula

Ecology Nonpoint Staff – Southwest Region

Coastal Watersheds

Jennifer Riedmayer

Nonpoint Water Quality Specialist

WA Department of Ecology

Water Quality Program, Southwest Region

P.O. Box 47775 Olympia WA 98504-7775

jennifer.riedmayer@ecy.wa.gov

(360) 407-6778 Office

Shawn Ultican

Nonpoint Water Quality and Shellfish Specialist

WA Department of Ecology

Water Quality Program, Southwest Region

P.O. Box 47775 Olympia WA 98504-7775

shawn.ultican@ecy.wa.gov

(360) 407-6697 Office

Puget Sound Watersheds

Ruth Powers-Piccone

Nonpoint Water Quality Specialist

WA Department of Ecology

Water Quality Program, Southwest Region

P.O. Box 47775 Olympia WA 98504-7775

ruth.piccone@ecy.wa.gov

(360) 407-7633 Office

Sheila Marcoe

Nonpoint Water Quality and TMDL Specialist

WA Department of Ecology

Water Quality Program, Southwest Region

P.O. Box 47775 Olympia WA 98504-7775

sheila.marcoe@ecy.wa.gov

(360) 407-6329 Office

To Report Environmental Concerns:

Southwest Regional Office

Counties: Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Mason, Lewis, Pacific, Pierce, Skamania, Thurston, and Wahkiakum

Online: ecology.wa.gov/ReportAnIssue

Email: swroerts@ecy.wa.gov

Phone: 360-407-6300



Item

6

Thurston Conservation District

Proposed 2020 Consolidated Budget

15-Nov-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
November 15, 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
November 15, 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 | 2,500 | 1,000 | 2020 Budget amount reduced from the 10-18-2019 version to cover road signs. |
| 3.5.11 | Road Signs | | | 500 | 500 | |
| 3.5.12 | 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

15-Nov-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

15-Nov-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% |

Item

7



Thurston Conservation District RESOLUTION

Resolution #2019-16

Subject: 2020 District Election

A RESOLUTION OF THE THURSTON CONSERVATION DISTRICT, ESTABLISHING THE 2020 ELECTION DATE, TIME, LOCATION AND METHOD

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

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

It is RESOLVED that a poll site and absentee ballot election for an open position on the District Board of Supervisors will be held on Tuesday, January 14th, 2020 from 10:00 AM until 8:00 PM at the Thurston Conservation District Offices, 2918 Ferguson St. SW, Suite A, Tumwater, WA 98512. Seasonal support staff from the Thurston County Auditor's Election Office will assist with this election by processing and fulfilling ballot requests, mailing ballots, and conducting the official ballot count.

A Conservation District Supervisor is a public official who serves without compensation and who sets policy and direction for the Conservation District. Interested candidates must be registered voters who reside within the boundaries of the District. Candidates may be required to be landowners or operators of a farm, depending on the current composition of the District Board of Supervisors. Interested candidates must file their candidate information to the District Office, located at 2918 Ferguson Street SW, Suite A, Tumwater, WA 98512. The filing deadline is December 17th, 2019 at 4:30 pm.

Eligible voters are registered voters who reside within the boundaries of the District. The last day and time that voters can request absentee ballots to be mailed to their mailing address for this election is January 9th, 2020 at 4:30 pm. The last day and time that voters can request absentee ballots in person is January 13th, 2020 at 4:30pm. Absentee ballots can be requested from the Thurston Conservation District Office, 2918 Ferguson St. SW, Suite A, Tumwater, WA 98512, (360) 754-3588 ext. 121, ballotrequest@thurstoncd.com.

The election supervisor will be Nora White, Education and Outreach Specialist, Thurston Conservation District. Questions or concerns may be sent to nwhite@thurstoncd.com.

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

**ADOPTED AT A REGULAR BOARD MEETING BY THE BOARD OF THE THURSTON
CONSERVATION DISTRICT ON NOVEMBER 21ST, 2019.**

Paul Pickett, Board Chair

TJ Johnson, Vice Chair

Betsie DeWreede, Board Member

Doug Rushton, Auditor

David Iyall, Board Member

ATTEST:

Sarah Moorehead, Executive Director

DRAFT

Item

8



**TCD Board of Supervisors
Monthly Work Session
Thursday, December 12, 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: Shore Friendly Thurston, <i>Karin Strelloff (Conservation Program Manager)</i> |
| 3. | Minutes Review & Revision: <ul style="list-style-type: none">a. November 21st, 2019 |
| 4. | 2020 Board Calendar Review & Development |
| 5. | Policy Development: <ul style="list-style-type: none">a. 2020 Policy Development & Revision Timelineb. Citizen's Advisory Committee Policyc. Policy 1.5: Travel and Reimbursements |
| 6. | Draft Reserve Fund Resolution Review, <i>Susan Shelton (Accountant)</i> |
| 7. | January Work Session Agenda Development |
| 8. | Zero Net Loss of Farmland Update, <i>TJ Johnson (Board Member)</i> |
| 9. | AED Important Updates & Announcements |

Item

12

To: TCD Board of Supervisors
From: Sarah Moorehead (*Executive Director*)
Date: November 21st, 2019
Subject: Executive Director's Report



Priority Initiative Updates

Working Lands Preservation

Thurston CD and WSU Extension are currently working on strategies to increase funding and capacity to facilitate meetings with community partner organizations and interested landowners/operators to pursue a large funding request in Fall of 2020. The goal is to have submitted funding application(s) that can provide substantial dollars towards working lands easements and associated conservation practice implementation.

WSCC Gap Analysis

Thurston CD has completed work on the WSCC gap analysis report to demonstrate needs for technical assistance and BMP implementation funding. This report will help inform the governor's office, the legislature and others about the needs for BMP implementation 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.

WRIA 13 Watershed Restoration and Enhancement Committee

The Streamflow Restoration Act (RCW 90.94) is a new law affecting water resource management in Washington State. The law, passed in 2018, helps protect water resources while providing water for families in rural Washington. The law directs local planning groups in 15 watersheds to develop or update plans that offset potential impacts to instream flows associated with new permit-exempt domestic water use. Thurston CD was selected as the Agricultural Interests Representative for WRIA 13 (Deschutes watershed). The vital role we play is to advocate for the interests and continued viability of working lands in the development of the planning process, and to engage and connect the agricultural community in participating and providing comment throughout the planning process.

Future grant funds for streamflow projects will be available and potential projects are in development at Thurston CD for application to this funding source throughout all of the WRIAs in Thurston County.

More information available here:

https://www.ezview.wa.gov/site/alias_1962/37325/watershed_restoration_and_enhancement_-_wria_13.aspx

District Operations

October 24th, 2019 Action Items:

1. **WSCC requested the Board set aside time at an upcoming Work Session to fill out the Election Procedure and WAC survey.**
Completed. Survey responses included for approval on November 21st consent agenda.
2. **Sheila Marcoe will email monthly DOE newsletter to District for distribution to staff and Board.**
Completed. Sent to Board electronically and included under tab 3 of the November 21st consent agenda.
3. **An update on TCD's involvement in the WRIA 13 Watershed Restoration and Enhancement Committee will be included in the November Executive Director's Report.**
Completed. Included above.
4. **Staff will draft a list of meetings that Supervisors are likely to attend in 2020 to the November Work Session.**
In progress. This will be provided with draft 2020 Board Calendar for review at the December 12th, 2019 work session.
5. **TCD Policy 5.1: Travel and Reimbursements will be added for discussion at the November Work Session.**
Completed. Also proposed for discussion at December 12th, 2019 work session.
6. **Staff will draft a one page application announcement for TCD Board Associate Supervisors, to be included on the website and distributed at the upcoming strategic planning community sessions.**
Completed. Flyer also sent electronically and attached for reference.
7. **Staff will update the Board in the November Work Session regarding ESA Listed Species and TCD Project Implementation.**
Completed.

Associate Supervisors

Please see attached flyer with information for individuals interested in applying to become a Thurston CD associate supervisor. This information is also available on our website: www.thurstoncd.com

Strategic Planning Process

Thurston CD is currently in the process of facilitating community discussions and collecting input as part of our strategic planning process. Individuals wishing to provide comment can do so through a short survey, available on our website or by following this link: <https://www.surveymonkey.com/r/66J2FN8>



Thurston Conservation District

BECOME AN ASSOCIATE SUPERVISOR

Thurston Conservation District invites you to contribute to conservation and your community by becoming an Associate Supervisor!

Associate Supervisors are a key component of the District's service to and communication with our community. Associate Supervisors can serve as advisors to the Board in an area of expertise, represent a sector of our community or an industry, assist with special committees, volunteer for events and support other District initiatives as directed by the Board of Supervisors.

Associate Supervisors do not have authority to vote on official actions of the Board.

Requirements

- Attend board meetings regularly (at least 6 meetings per year).
- Work with the Board to identify & perform specific on-going duties that match the expertise of the Associate Supervisor with the needs of the District.
- Participate in specific roles & activities as needed by the Board.
- Must be a resident of the District and of legal voting age.
- The term of office for Associate Supervisors is one (1) calendar year, which the Board reviews and may renew annually. Applications can be submitted at any time.

To Apply

- Submit a letter of interest to Sarah Moorehead, Executive Director (contact below).
- Candidates will be reviewed, contacted, and interviewed by the Board. The Board appoints Associate Supervisors by a majority vote.

More information can be found in our Associate Supervisor Policy online:
www.thurstoncd.com/about-us/board-of-supervisors/

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

October 2019 Staff Report

Progress on Annual Plan

| Goals Worked On | Work Done |
|-----------------|---|
| 1 | <ul style="list-style-type: none"> Two marine shoreline TA site visits. Held second partner coordination meeting with Shore Friendly South Sound program team (Thurston, Pierce and Mason CDs.) |
| 8 | <ul style="list-style-type: none"> 1500 students collected water quality data on 63 monitoring sites |
| 13 | <ul style="list-style-type: none"> 13 Landowners; 3 additional manure and lagoon testing |
| 17 | <ul style="list-style-type: none"> Worked to restore 1 acre of oak prairie habitat |
| 18 | <ul style="list-style-type: none"> Participated in 5 watershed planning and WRIA LE meetings to support TCD project development and collaboration with local partners to restore habitat and protect water quality and quantity. |
| 19 | <ul style="list-style-type: none"> Participated in VSP Work Group meeting |
| 22 | <ul style="list-style-type: none"> Maintained Technical Assistance Request tracking and funding database to support landowner need alignment with grant funding and staff capacity Served 5 non-commercial operator Served 3 commercial operator 32 site visits, 2 Forest Landowners; 2 Dairy Farmer Only Site visits and soil tests tracked 1 Irrigation Management Plan 1 Conservation Plan Mentoring 1 Annual Report Provided TA to 19 landowners Conducted four site visits |
| 25 | <ul style="list-style-type: none"> Maintained Technical Assistance Request tracking and funding database to support landowner need alignment with grant funding and staff capacity |
| 26 | <ul style="list-style-type: none"> Rented Equipment to 12 Landowners |
| 27 | <ul style="list-style-type: none"> Brought new manure spreader to office location |

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| 28 | <ul style="list-style-type: none"> ✓ VSP plans signed and given to one non-commercial landowner and one commercial landowner |
| 29 | <ul style="list-style-type: none"> ✓ 11 BMPs were recommended to landowners ✓ Recommended 27 BMPS |
| 30 | <ul style="list-style-type: none"> ✓ 5 of the 30% implementation |
| 33 | <ul style="list-style-type: none"> ✓ Coordinated two work parties to remove invasive species and plant native Garry oak trees on local prairie sites ✓ Held Orca Recovery Day event 10/19 |
| 37 | <ul style="list-style-type: none"> ✓ Tabled at TESC Harvest Festival 10/27 ✓ Return of the Chinook celebration 10/5 |
| 39 | <ul style="list-style-type: none"> ✓ The technical team has assisted 5 landowners with successful cost-share applications. These cooperators received a combined total of \$197,054 in funding awards through the Washington Conservation Commission's Shellfish investment Funds (3 landowners) and Natural Resources Investment Funds (2 landowners). |
| 41 | <ul style="list-style-type: none"> ✓ 8 commercial operations site visits and soil tests tracked ✓ 5 backyard/homestead garden site visits and soil tests tracked |
| 42 | <ul style="list-style-type: none"> ✓ rented out weed wrenches to 3 back yard gardeners |
| 48 | <ul style="list-style-type: none"> ✓ Attended both SSFSN and STEDI monthly meetings ✓ Attended WA Farm to School network meeting |
| 49 | <ul style="list-style-type: none"> ✓ Served local foods at Orca Recovery Day |
| 50 | <ul style="list-style-type: none"> ✓ Attended WA Farm to School network meeting |
| 55 | <ul style="list-style-type: none"> ✓ Hosted first CLAMSS (Climate Literacy and Monitoring South Sound) gathering of the school year ✓ Planning for 12/10 Producer Panel on Climate Change |
| 59 | <ul style="list-style-type: none"> ✓ Met with Thurston County Food Bank staff |
| 61 | <ul style="list-style-type: none"> ✓ Local elected officials participated in Orca Recovery Day ✓ Outreach to local elected at monthly STEDI meeting |
| 69 | <ul style="list-style-type: none"> ✓ 13 new teachers this year |

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| 71 |) Held Annual Water Quality Monitoring Training. 31 teachers attended |
| 78 |) Water Watchers volunteer training. 6 adult volunteers attended) 793 total attendees at this year's events. |
| 86 |) Received \$20K from Dawkins Charitable Trust |
| 94 |) Maintained CD social media and newsletter outreach) Reached 29,772 people via Orca Recovery Day social media outreach) Tabled at Return of the Chinook and TESC Harvest Fest |

Staff Highlights

-) In the month of October South Sound GREEN welcomed Sam Nadell to our team! Together, the South Sound GREEN program visited over 1,000 students, leading classroom and field lessons on water quality testing and riparian restoration.
-) Had a sit down meeting with Thurston County VSP facilitator, planning, and permitting departments. Anticipating an increase in VSP helping farmers improve operations in an ecologically and environmentally responsible way. Had joint site visits with a forester and helped landowners understand their forestry land. It was wonderful to offer this service to clients with as little as 5 acres and up to 25 acres.
-) I met with the landowner and the engineer team to begin the plans for a composting facility, heavy use area protection, and a hedgerow planting on a horse operation in the Shellfish Protection District. The project is planned for construction next spring and summer. The funding for this project comes from the WA State Conservation Commission's Shellfish dollars. I am very excited to be leading this cost share project!
-) I think the highlight for this month was making the first site visit for an IMP (Irrigation Management Plan). It's exciting to offer a new service to landowners, especially one service that involves water which has been a huge issue in recent years with continual droughts.
-) We had 85 attendees at our Orca Recovery Day event and completed all the work we had planned with City of Olympia. The day was a huge success and very fun!
-) This month I was able to use the newly approved General TA fund to serve a landowner who we would not have been able to help promptly otherwise. This landowner lives in an area of the county with severe groundwater resource concerns, keeps livestock, and reached out for help regarding native plant restoration. Because of the General TA fund, I was able to provide assistance for native plant restoration as well as education around groundwater resources, which resulted in landowner interest in implementing several BMPs to protect groundwater resources in addition to planting.