

Thurston Conservation District Consent Agenda Decision Sheet February 27, 2020



Consent Agenda - Action Item

- A. January 30th , 2020 Board Meeting Minutes
- B. January Financial Report
- C. Shellfish NTA
- D. NACD Urban Agriculture Grant

A. January 30th , 2020 Board Meeting Minutes

Proposed action: accept without amendment and approve.

Action taken:

Passed Moved for discussion during meeting Tabled to future meeting

B. January Financial Report

Proposed action: accept without amendment and approve.

Action taken:

Passed Moved for discussion during meeting Tabled to future meeting

C. Shellfish NTA

Proposed action: accept without amendment and approve.

Action taken:

Passed Moved for discussion during meeting Tabled to future meeting

D. NACD Urban Agriculture Grant

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 JANUARY 30TH, 2020 AND EFFECTIVE
IMMEDIATELY

SIGNED:

TJ Johnson, Board Chair

Betsie DeWreede, Vice Chair

Doug Rushton, Board Member

David Iyall, Board Auditor

Paul Pickett Board Member

ATTEST:

Sarah Moorehead, Executive Director



Thurston Conservation District Board of Supervisors

Regular Meeting Agenda

February 27th, 2020 (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** **5:45 PM**
5 minutes
 - A. January 30th, 2019 Board Meeting Minutes
 - B. January Financial Report
 - C. Shellfish NTA
 - D. NACD Urban Agriculture Grant
4. **Public Comment** **5:50 PM**
15 minutes

*Three minutes per person
5. **Partner Reports** **6:05 PM**
15 minutes
 - A. Washington State Conservation Commission (WSCC), *Jean Fike*
 - B. Department of Ecology (DOE), *Shelia Macro*
 - C. Washington Association of Conservation Districts (WACD), *Doug Rushton*
 - D. National Association of Conservation Districts (NACD), *Doug Rushton*
6. **Financial Report** **6:20 PM** A/S:
15 minutes
 - A. February Financial Report Update, *Sarah Moorehead*
7. **Governance** **6:35 PM** A/S:
25 minutes
 - A. March Work Session Topic List, *All*
 - B. TCD Strategic Plan Dates and Update/Discussion, *All*
 - C. Conservation and Education Center Update/Discussion, *All*
 - D. Whitlock Limited Partnership Commercial Lease Agreement, *All* –**Action Item**
 - E. Travel Policy discussion (staff, volunteers, supervisors), *All*
 - F. TCD Resolution 2020-02: Executive Director Benefits, *All* –**Action Item**
 - G. Letter of support for Thurston County Agricultural Land Study, *All* –**Action Item**
8. **Executive Session** **7:00 PM**
20 minutes
 - A. To discuss pending litigation with legal counsel.
“RCW 42.30.110 (i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a

party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.”

9. Executive Session Report Out

7:20 PM

5 Minutes

10. Other Reports

7:25 PM

15 minutes

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

Adjourn

7:40 PM

Time Allotment: 1hr 35min

Key: A/S (Annual & Strategic Plans)

Important Dates

March

10 th	Staff and Board Meeting Potluck before Strategic planning Session: 11-1 pm	TCD Office
10 th	Combined Board/Staff Strategic Planning Session: 1-4 pm	TCD Office
12 th	March Work Session: 3-5pm	TCD Office
13 th	Board only Strategic Planning Session: 1-4pm	TCD Office
18-19 th	WSCC meeting	North Yakima CD
23 rd	Staff only Strategic Planning Review: 9am-12pm	TCD Office
25 th	NACD Fly-in	WA, DC
26 th	March Board Meeting: 5:30-8pm	TCD Office

April

9 th	April Work Session: 3-5pm	TCD Office
21 st	WACD Board meeting	Ellensburg
23 rd	April Board Meeting: 5:30-8pm	TCD Office
23 rd	Final Strategic Plan Draft due	TCD Office

May

8 th	Close Strategic Plan Attendees Feedback	Web
14 th	May Work Session: 3-5pm	TCD Office
18-20 th	WSCC Meeting – Lincoln County	Spokane
28 th	May Board Meeting: 5:30-8pm	TCD Office
28 th	Sign Final Strategic Plan	TCD Office

Item

3



Meeting: 5:30pm – 8:30pm

Present at Meeting:

TJ Johnson, TCD Board Chair
David Iyall, TCD Board Auditor
Paul Pickett, TCD Board Supervisor
Doug Rushton, TCD Board Supervisor
Ben Cushman, TCD Attorney

Leah Kellogg, TCD Staff
Sarah Moorehead, TCD ED
Stephanie Bishop, TCD Staff
Susan Shelton, TCD Staff
Shawn Ultican, Dept. of Ecology

Summary of Action Items:

1. **ACTION ITEM-** Staff will present a report on unspent funds that can be allocated for discussion at the February Board Meeting.
2. **ACTION ITEM-** Staff will add a Budget update in the Newsletter noting our financial accomplishments in 2019. Supervisor Johnson suggested “Financially Strong and Increasingly Secure” as a proposed title.
3. **ACTION ITEM-** Board and Staff will bring concerns about the 2020 lease agreement and possible building repairs to the February Board Meeting.
4. **ACTION ITEM-** ED will bring suggestions on how to structure the conversation about ED roles and responsibilities.
5. **ACTION ITEM-** Supervisor Rushton and ED will present staff member Nora White with a token of appreciation for the amazing job she did facilitating the election, which will be presented to her at the first Strategic Plan meeting.
6. **ACTION ITEM-** Staff will create a proposed timeline for the Strategic Plan process.
7. **ACTION ITEM-** Staff will look into possibility of engaging a financial consultant to help define how much the Conservation and Education Center would cost and build a concept that we can add to midyear budget review.
8. **ACTION ITEM-** Board would like to have a staff potluck before the first Strategic Plan meeting.
9. **ACTION ITEM-** ED will work with Counsel Cushman on a draft of ED’s benefit package.
10. **ACTION ITEM-** Staff will find out who the next regional NRCS contact is.

Summary of Motions Passed:

-) *Supervisor Iyall moved to adopt the Revised Agenda. Supervisor Rushton seconded. Motion passed unanimously.*
-) *Supervisor Rushton moved to adopt the revised Consent Agenda. Supervisor Pickett seconded. Motion passed unanimously.*

31) *Supervisor Pickett moved to designate Supervisor Iyall as the main contact and TCD*
32 *representative for the Thurston Regional Planning Council and Supervisor Johnson as*
33 *an alternate TCD representative. Supervisor Rushton seconded. Motion passed*
34 *unanimously.*

35 36 37 **Full Version of the Minutes** 38

39 **Welcome & Introductions**

40 5:32pm TCD Board Chair TJ Johnson called the January 30th, 2020 TCD Regular Board
41 Meeting to order. Thurston CD Board, Staff, and partners introduced themselves. TCD Board
42 Chair Johnson announced that the meeting is audio recorded.

43 Supervisor DeWreede was absent due to illness and was excused.

44 **Agenda Review - Action Item**

- 45) Executive Session to be added at the end of item 7 to discuss ongoing litigation.
- 46) A final draft of Cash Reserve Policy was added to Consent Agenda as item D.
- 47) 7-E Employee Travel Policy moved to February Work Session.
- 48) There is no set resolution on extending benefits of CBA to ED so Governance - Item F
- 49 under Governance will be brief discussion to guide the ED in preparing one for the
- 50 February Work session.
- 51) 8-A Board Supervisor Reports will include a discussion about recognizing Stu Trefry,
- 52 Regional Manager, and Jeff Swotek, NRCS, regarding their retirement.

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

56 57 **Consent Agenda – Action Item**

- 58 A. December 12th, 2019 Board Meeting Minutes
- 59 B. January 9th, 2020 Special Meeting Minutes
- 60 C. Citizens Advisory Council Policy
- 61 D. Cash Reserve Policy

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

65
66 **Public Comment** *Three minutes per person
67 No members of the public were present.

68 69 **Partner Reports**

- 70 A. Washington State Conservation Commission (WSCC), Jean Fike

- 71) Stu Trefry will be retiring at the end of June 2020. He is stepping down as Regional
72 Manager to start working on a special project.
73) Josh Guintoli will be stepping into the role of Regional WSCC Manager.
74) Supervisor Iyall and Johnson were given their official Conservation Supervisor
75 Certificates.

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

- 77) January 21st was WACD Legislative day. Thirty districts from across the state
78 attended to share their thoughts on several pieces of legislation including HB 2415
79 (elections) and HB2588 (accountability and transparency).

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

- 81) Supervisor Rushton provided NACD report for distribution to the Board.
82) Supervisor Rushton is set to attend the annual NACD meeting in Las Vegas.
83) Many older resolutions are being proposed to be retired in a sunset clause. There is
84 pushback to keep many of the relevant resolutions intact.

85 **D. Department of Ecology (DOE), Shawn Ultican**

- 86) DOE has a new Director
87) The Terry Husseman grants will be closing Feb. 4th.
88) There will be a briefing on the Budd Inlet TLDM and Deschutes IRL at a future
89 Board Meeting.

90
91 **Financial Report**

92 **A. Financial Report Update, Susan Shelton**

- 93) January Financial Report which is also the 2019 year-end report.
94) Update: unrestricted budget vs. actual budget has late invoices for legal fees that
95 caused TCD to go over budget.
96) Unspent 2019 funding would be presented to the Board at the February Board
97 Meeting for discussion on allocation.
98) Board would like to ensure that there is enough set aside for travel and
99 accommodations for future meetings.

100
101 **ACTION ITEM- Staff will present report on unspent funds that can be allocated for**
102 **discussion at the February Board Meeting.**

103
104 **ACTION ITEM- Staff will add a Budget update in the Newsletter noting our financial**
105 **accomplishments in 2019. Supervisor Johnson Suggested “Financially Strong and**
106 **Increasingly Secure” as a proposed title.**

107
108 **ACTION ITEM- Board and Staff will bring concerns about the 2020 lease agreement and**
109 **possible building repairs to the building at the February Board Meeting.**

110
111 **Governance**

112 **A. February 13th Work Session Topic List, All**

- 113) Draft Employee Travel Policy discussion
- 114) January Minutes
- 115) Initial discussion of the Executive Directors roles and responsibilities, review process,
- 116 CBA coverage, and benefits.

117 **ACTION ITEM- ED will bring suggestions on how to structure the conversation about ED**
118 **roles and responsibilities.**

119 **B. TCD Strategic Plan Dates and Discussion, *ED Sarah Moorehead***

- 120) Three dates selected to discuss Strategic Planning with Board and Staff:
- 121) 3/10/20 4pm, the Board and Staff will work together to develop a plan. Working
- 122 on fluid ideas and open conversation.
- 123) 3/13/20 1-4pm, the Board to discuss priorities and focus of plan, working on what
- 124 the Board wants to accomplish and the structure of the document.
- 125) 3/20/20 1-4pm, Staff to review the priorities the Board suggested and bring up
- 126 any issues the staff recognizes with ways to work through them, working on how
- 127 implementation can be accomplished.

128 **ACTION ITEM- Staff will create a proposed timeline for the Strategic Plan process.**

129 **ACTION ITEM- Staff will look into possibility of engaging a financial consultant to help**
130 **define how much the Conservation and Education Center would cost and build a concept**
131 **that we can add to midyear budget review.**

132 **ACTION ITEM- Board would like to have a staff potluck before the first Strategic Plan**
133 **meeting.**

134 **C. 2020 Elections Update, *Stephanie Bishop***

- 135) 370 total eligible mail-in ballots were collected.
- 136) 31 people came to vote at our pole site.
- 137) The May WSCC Board Meeting will have the winner certified as a TCD Supervisor.

138 **ACTION ITEM- At the first Strategic Planning meeting Supervisor Rushton and ED will**
139 **present staff member Nora White with a token of appreciation for the amazing job she did**
140 **facilitating the election.**

141 **D. Draft Cash Operating Reserves Resolution discussion, *All***

- 142) Moved to the Consent Agenda as discussed during Agenda Review.

143 **E. Draft Employee Travel Policy discussion, *All***

- 144) Moved to February Work Session.

145 **F. Resolution to extend benefits Package, *All***

- 146) A conversation to clarify what affects ED in the CBA in the resolution.
- 147) A clear definition needs to be developed.
- 148) Compensation, leave benefits, and accrual rates.

149) This amount will be at least the equivalent to CBA benefits and compensation
150 provided to other staff.

151 **11. ACTION ITEM- ED will work with Counsel Cushman on a draft of ED's benefit**
152 **package.**

153 **Executive Session:** *To discuss potential litigation with legal counsel.*

154 In attendance: Supervisors Pickett, Iyall, Johnson, Rushton, Legal Counsel Ben Cushman, and
155 WACC Jean Fike, and Executive Director Sarah Moorehead

156
157 *RCW 42.30.110 (i) To discuss with legal counsel representing the agency matters*
158 *relating to agency enforcement actions, or to discuss with legal counsel representing the*
159 *agency litigation or potential litigation to which the agency, the governing body, or a*
160 *member acting in an official capacity is, or is likely to become, a party, when public*
161 *knowledge regarding the discussion is likely to result in an adverse legal or financial*
162 *consequence to the agency.*

163
164 *Executive Meeting opened at 6:27pm for 20 minutes, was extended another 15 minutes, ending at*
165 *6:59pm*

166 ***Regular meeting opened at 7:00pm.***

167
168 **Executive Session Report Out**

169 The Board gave direction to Counsel Cushman and Executive Director Moorehead to pursue the
170 topic of the Executive Session. No decisions were made.

171
172 **Other Reports**

173 **A. Board of Supervisor Reports**

174) Suggestions of recognition mementos for Stu Trefry and Jeff Swotek.

175
176 **ACTION ITEM- Staff will find out who the next regional NRCS contact is**

177
178 ***Supervisor Pickett moved to designate Supervisor Iyall as the main contact and TCD***
179 ***representative for the Thurston Regional Planning Council and Supervisor Johnson as an***
180 ***alternate TCD representative. Supervisor Rushton seconded. Motion passed unanimously.***

181
182) Supervisor Johnson followed up with the Associate Supervisor applicants. He
183 explained TCD is putting the position on hold until the Citizens Advisory Committee
184 has been formed. They are welcome to apply again once the Associate Supervisor
185 position opens and encouraged to apply for the Citizens Advisory Committee as
186 representatives.

187) Supervisor Johnson gave an update on the Spooner Farms letter. A meeting will be
188 held Tuesday, February 4th with TCD's ED, Supervisor Johnson, the Director of
189 Parks, the Park Planner, the Chair and Executive Director of the Community

Farmland Trust to discuss the city's policy of "No Net Loss of Farmland" and the possibility of developing TCD's Conservation and Education Center on the parcel.

) Supervisor Johnson attended the Eco Farm conference in California in January.

B. Executive Director Report

) Sarah Moorehead has resumed the position of Executive Director part-time, working up to full time by April.

) Stephanie Bishop was commended for her role as TCD's Acting Executive Director in ED Moorehead's absence.

C. Correspondence

Supervisor Iyall moved to adjourn. Supervisor Rushton seconded. Motion passed unanimously.

Adjourn 7:11pm

Respectfully,

X

T.J. Johnson
TCD Board Chair

CONTRACT TO PERFORM GOVERNMENTAL ACTIVITIES
Between
THURSTON COUNTY
And
THURSTON CONSERVATION DISTRICT

THIS CONTRACT is entered into in duplicate originals between THURSTON COUNTY, hereinafter “County,” and THURSTON CONSERVATION DISTRICT, hereinafter “District” (collectively, “the Parties”).

WHEREAS, it is to the mutual advantage of the County and the District to cooperate in identification and remediation of pollution associated with agricultural activities in the shellfish growing watersheds, as described herein, in order to make the most efficient use of their powers to provide services and facilities needed by the citizens residing within their respective jurisdictions; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental activity that each public agency is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, it is mutually agreed by the parties as follows:

I. PURPOSE

The Parties desire to identify and remediate pollution associated with agricultural activities in Shellfish Growing Area watersheds by implementing pre-approved best management practices and excluding livestock from surface waters, primarily through technical and financial assistance and compliance actions when necessary. The purpose of this Contract is to implement this goal by working cooperatively under an EPA National Estuary Program Shellfish Strategic Initiative Near Term Action Implementation Pollution Prevention, Identification, and Correction grant awarded to Thurston County.

II. SERVICES

The services to be performed under this Contract by the District are shown in Exhibit A, Statement of Work attached hereto and incorporated by reference herein. This statement of work is derived from Task 4 of the EPA National Estuary Program Shellfish Strategic Initiative Near Term Action Implementation Pollution Prevention, Identification, and Correction Agreement, NEP SSI FY18 NTA 2018-0458 Pollution Prevention, ID & Correction; Contract No CLH18264, amendment #10, attached hereto as Exhibit B and incorporated by reference herein. The services shall be conducted in accordance with the terms and conditions of Contract No CLH18264, as amended, attached hereto as Exhibit B and incorporated herein by reference.

III. DURATION

The term of this Contract shall commence after the approval by the governing body of each party and following the filing of this Contract as required by RCW 39.34.040 by either filing with the Thurston County Auditor's office or listed by subject on either party's website or other electronically retrievable public source. This Contract shall terminate on December 31, 2020, unless amended or terminated sooner as provided herein.

The County agrees that the District may begin the performance of work under this Contract beginning **July 1, 2019**, provided that payment for that work shall become allowable only after the execution of the contract by both parties and compliance with RCW 39.34.040.

IV. COMPLIANCE WITH AGREEMENT NO. CLH18264

The District shall comply with all applicable terms, conditions, assurances and certifications of the Agreement between Washington State Department of Health and Thurston County Public Health & Social Services Department (CONTRACT # CLH18264, as amended), including without limitation all requirements for subrecipients of federal funding, and the Statement of Work for the EPA National Estuary Program Shellfish Strategic Initiative Near Term Action Implementation Pollution Prevention, Identification, and Correction Agreement, NEP SSI FY18 NTA 2018-0458 Pollution Prevention, ID & Correction, attached hereto Exhibit B.

V. PAYMENT

The County agrees to reimburse the District for all actual eligible direct and related indirect costs related to the services provided herein up to the maximum amount of **\$196,000** for the period ending December 31, 2020. Note that BMP installation requires pre-approval. Invoices shall be submitted not more often than monthly for all services performed in the prior months. The County will make payment to the District within 30 days after receiving a complete invoice from the District.

VI. ADMINISTRATION

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Contract and for coordinating and monitoring performance under this Contract. In the event such representatives are changed, the party making the change shall notify the other party.

The County's representative shall be:
Jane Mountjoy-Venning
Thurston County Environmental Health Division
412 Lilly Road NE
Olympia, WA 98506
Phone: (360) 867-2643
E-mail: venninj@co.thurston.wa.us

The District's representative shall be:

Karin Strelloff
Thurston Conservation District
2918 Ferguson Street SW, Suite A,
Tumwater, WA 98502
Phone: (360) 754-3588 x103
E-mail: Karin@thurstoncd.com

Wherever written notice is required under this Contract, such notice shall be provided to the representatives designated above.

VII. RELATIONSHIP OF THE PARTIES

The employees or agents of each party who are engaged in the performance of this Contract shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. This Contract is for the benefit of the parties, and no third party beneficiary relationship is intended. No separate legal entity is created by this Contract. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

VIII. INDEMNIFICATION AND HOLD HARMLESS

Each party agrees to indemnify and hold harmless the other party, its elected and appointed officers, employees, and agents from and against any and all claims, demands, and/or causes of action of any kind or nature, including but not limited to attorneys fees and costs, arising from its own action and/or inactions, and those of its elected and appointed officers, employees, and agents in conjunction with this Contract. In the event of concurrent negligence of the parties, each party's obligations hereunder shall apply only to the extent of fault attributable to that party, its elected and appointed officers, employees, and agents. It is further provided that no liability shall attach to the County by reason of entering into this Contract except as expressly provided herein.

IX. INSURANCE

The District shall maintain workers' compensation insurance as required by Title 51 RCW, and shall provide evidence of coverage to the Thurston County Risk Management Division.

The District certifies that it is a member of the Enduris Washington insurance pool. The District shall maintain membership in the Enduris insurance pool from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced with written notice mailed to Thurston County.

X. RECORDS RETENTION AND AUDIT

During the progress of the work and for a period not less than six (6) years from the final date of payment, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection and audit by either party and their authorized representatives, Pierce County, the State Auditor, and authorized federal officials. Copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period.

XI. TERMINATION

A. Either party may terminate this Contract upon thirty (30) days prior written notice to the other party.

B. The County may terminate this Contract, in whole or in part, on the date set forth in a written notice of termination if funding is withdrawn, reduced, or limited in any way during the term of this Contract.

If this Contract is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination.

XII. SURVIVABILITY

The terms and conditions of this Contract that by their sense and context are intended to survive the termination or expiration of this Contract shall so survive. Surviving terms include, but are not limited to: Indemnification and Hold Harmless, Records Retention and Audit, all surviving terms and provisions of Contract No. CLH18264.

XIII. LOBBYING CERTIFICATION

The District certifies that, to the best of its knowledge and belief:

- A. No appropriated funds have been paid, or will be paid by, or on behalf of the District, or officers or employees, to any person for influencing, or attempting to influence an officer or employee of any governmental 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 contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan or cooperative agreement.
- B. If federal appropriated funds have been paid, or will be paid, to any person for influencing, or attempting to influence, an officer or employee of any governmental

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded agreement, the District shall complete and submit to the County, a federal Standard Form-LLL, "Disclosure Form To Report Lobbying" in accordance with its directions. The form is available from the County on request.

- C. The District shall require that the language of this certification be included in all agreements issued to their subcontractors, and that all recipients certify and disclose accordingly.
- D. For federally funded Agreements, this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XIV. CHANGES, MODIFICATIONS, AND AMENDMENTS

The Contract may be changed, modified, amended or waived only by written agreement executed by the parties hereto.

XV. GOVERNANCE

This Contract is entered into pursuant to and under the authority granted by the laws of the State of Washington. The provisions of this Contract shall be construed to conform to those laws. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

XVI. COMPLIANCE WITH LAWS

The parties agree to comply with all applicable federal, state, and local laws, rules, and regulations in the performance of this Contract, as now existing or hereafter adopted or amended. The parties shall comply with the following and shall include in all contracts, subcontracts and purchase orders for this project the following list of laws and regulations and shall require compliance with such laws and requirements:

- A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to non-discrimination in performance of the project and to the benefits deriving from.
- B. Executive Order 11246 dealing with non-discrimination in employment based on sex, sexual orientation, gender identity, or national origin, as amended by Executive Orders 11375, 11478, 12086, and 13672.
- C. The relocation, acquisition and displacement requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

- D. The regulations, policies, guidelines and uniform administrative requirements of 2 CFR 200 (formerly OMB Circulars A-21, A-87, A-110, A-122 and A-128) as they relate to the acceptance and use of Federal funds.
- E. The National Environmental Policy Act of 1969 and other statutory environmental requirements.
- F. Executive Orders 11625, 12138 and 12432, and Public Law 98-507, dealing with the use of minority and women owned business enterprises.
- G. The provisions of the Hatch Act limiting political activities of government employees.
- H. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282).
- I. The Drug-Free Workplace Act of 1988 (42 U.S.C. 701).
- J. Current EPA general terms and conditions available at:
<https://www.epa.gov/grants/grant-terms-and-conditions>
- K. Current EPA Cybersecurity Condition available at:
<https://www.epa.gov/grants/grant-terms-and-conditions#cybersecurity>

Note: A listing of these applicable laws and regulations are to be incorporated in each contract, subcontract and consultant agreement issued by the District or its contractors.

XVII. MONITORING AND PERFORMANCE ASSESSMENT

The County and/or authorized representatives of Thurston County will conduct monitoring and performance assessments of all services provided under this Contract in accordance with the provisions of the Agreement between Washington State Department of Health and Thurston County Public Health & Social Services Department (CONTRACT #CLH18264).

XVIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- B. have not within a 3-year period preceding this contract been convicted of or had a

- civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - D. have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

XIX. SEVERABILITY

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

XX. WAIVER

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

XXI. ENTIRE CONTRACT

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed this ____ day of _____, 20____.

Thurston Conservation District

Thurston County

TJ Johnson, Board Chair

Schelli Slaughter, Director
Public Health & Social Services

Attest:

Approved as to Form:
Jon Tunheim
Prosecuting Attorney

Sarah Moorehead, Executive Director

Deputy Prosecuting Attorney

Exhibit A: Thurston Conservation District Scope of Work

Note: Task and subtask numbers in this Scope refer to specific deliverables within Thurston County's agreement with the Washington State Department of Health and may not be sequential.

The total consideration in this scope of work is for the period of July 1, 2019 through May 31, 2021. Deliverables due after December 31, 2020 are included in this scope of work for informational purposes only. Unspent funds and deliverables due after December 31, 2020 from EPA National Estuary Program Shellfish Strategic Initiative Near Term Action Implementation Pollution Prevention, Identification, and Correction Agreement, NEP SSI FY18 NTA 2018-0458 Pollution Prevention, ID & Correction; Contract No CLH18264, amendment #10 will be carried forward into a new consolidated contract between DOH and Thurston County with a term beginning January 1, 2021. The subcontract between Thurston County PHSS and Thurston Conservation District will likewise be updated following the new consolidated contract.

Task 4: Agricultural and/or Water Quality Education, Outreach, Best Management Practices Implementation and Technical Assistance

Objective: Conduct agriculture and/or water quality related education and outreach, installation of agricultural water quality Best Management Practices (BMPs) and to provide technical assistance to landowners in Nisqually Reach, Henderson Inlet, Eld Inlet, Totten Inlet and the Approved portion of Budd Inlet Shellfish Growing Areas.

Subtask 4.1

Reimbursement up to **\$68,800** based on actual costs.

The DISTRICT will conduct education and outreach to landowners and farm operators in the shellfish growing areas. The focus will be on actions residents can take to protect and improve water quality and the resources available to help. Outreach efforts will result in a minimum of 7 invitations for the DISTRICT to provide technical assistance. The DISTRICT will conduct voluntary intensive technical assistance site visits to a minimum of 5 properties.

Subtask 4.2:

Reimbursement up to **\$127,200** based on actual costs (\$106,000 for BMP installation and \$21,200 – up to 20% of actual BMP installation costs for outreach, planning, administration and management)

The DISTRICT will manage funds and installation of a minimum of 4 water quality BMPs as outlined in the *Shellfish Strategic Initiative National Estuary Program: Agricultural Best Management Practice Guidelines* (Guidelines). Participants are eligible for up to 100% reimbursement of riparian buffer implementation costs and associated livestock exclusion fencing, and up to 75% reimbursement for the costs of other eligible best management practices. Funds may be combined with other BMP funding sources, like the Conservation Commission or Environmental Quality Incentives Program (EQIP).

Site specific BMP implementation assistance will include the following services:

-)] Conduct outreach activities to landowners and stakeholders.
-)] Provide technical assistance to landowners to site, design, and construct BMPs. Develop and install livestock BMP projects.
-)] Conduct initial and follow up site visits to ensure proper installation, use, and maintenance of BMPs.
-)] Conduct administrative tasks for grant reporting and cost share reimbursement.
-)] Maintain project records and submit grant reporting information.
-)] Collect and report necessary information for payment vouchers.
-)] Provide administrative assistance to participants to meet reporting requirements for cost share reimbursement.
-)] Review data and records necessary for grant reporting and payment vouchers for accuracy.
-)] Submit payment requests using the NEP reimbursement forms.

In addition to the services listed above, the DISTRICT will also perform the following actions:

1. Submit a list of potential livestock BMP project lists from participating partners for DOH pre-approval to ensure that projects meet the Guidelines.
2. Submit progress reports on the number, type, cost and approximate location of BMPs completed and in progress, with both the total amount for each reporting period and a running total.

Deliverables:

Deliverable	Due Date
Report showing at least 30% of technical assistance requests received	July 30, 2020
60% requests for technical assistance received	December 31, 2020
40% of the intensive technical assistance site visits underway.	December 31, 2020
100% of the intensive technical assistance site visits underway	March 31, 2021
100% of the intensive technical assistance site visits completed	May 31, 2021
Preliminary list of prospective BMP projects submitted to DOH for pre-approval	March 31, 2020 or within 90 days of executing this agreement
50% BMPs installed	February 15, 2021
100 % BMPs installed	May 15, 2021
Report number of technical assistance site visits completed	April 1, 2020; July 15, 2020; October 1, 2020; January 15, 2021, April 1, 2021, May 31, 2021
Final Project Report Submitted to Thurston County	May 31, 2021

Task 4 Total Budget: \$196,000

Exhibit B: Contract CLH18264 between Washington State Department of Health and Thurston County

DRAFT

Exhibit A
Statement of Work
Contract Term: 2018-2020

DOH Program Name or Title: NEP SSI FY18 NTA 2018-0458 Pollution Prevention, ID & Correction - Effective July 1, 2019

Local Health Jurisdiction Name: Thurston County Public Health & Social Services Department
Contract Number: CLH18264

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: July 1, 2019 through December 31, 2020

Funding Source <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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Statement of Work Purpose: The purpose of this statement of work is to effectively reduce fecal coliform pollution by shifting from complaint driven pollution enforcement to pro-active pollution prevention, identification and correction in all Thurston County Shellfish Growing Areas, building on the pilot project in Henderson Shellfish Protection District and other Puget Sound counties' PIC Programs. The project will add sampling stations in streams flowing to Puget Sound, focusing on areas showing threatened, declining, prohibited, closed, or conditional shellfish harvesting status.

Note: The total consideration in this statement of work is for the period of July 1, 2019 through May 31, 2021. Deliverables due after December 31, 2020 are included in this statement of work for informational purposes only. Unspent funds and deliverables due after December 31, 2020 will be carried forward into a new statement of work in the new consolidated contract term beginning January 1, 2021.

Revision Purpose: N/A

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
				Start Date	End Date			
PS SSI 1-5 PIC TASK 4	66.123	333.66.12	261K1208	07/01/19	12/31/20	0	500,000	500,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	500,000	500,000

GOALS & MEASURABLE OBJECTIVES

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

Description (e.g., "shellfish beds reopened")	Units (e.g. "acres")	Targets ("number")
Protect (1,927 acres) or expand Nisqually Reach shellfish bed growing area	acres	1,927
Protect (1,948.8 acres) or expand (26 acres) Henderson Inlet shellfish bed growing area	acres	1,975
Protect (489.4 acres) or expand (96.6 acres) Budd Inlet shellfish bed growing area	acres	586
Protect (3,820) or expand Eld Inlet shellfish bed growing area	Acres	3,820

Protect (5,065.8) or expand Totten Inlet shellfish bed growing area.	acres	5,066
Number of hotspots identified	Hotspots identified	10
Number of hotspots corrected	Hotspots corrected	TBD
Number of failing OSS identified	Failing OSS	25
Number of failing OSS corrected	Corrected OSS	TBD
Number of agricultural pollution sources identified	Ag identified	12
Number of agricultural pollution sources corrected	Ag corrected	TBD
Number of properties receiving water quality and/or ag technical assistance	Properties	7
Number of agricultural water quality BMP installation	BMPs	4
Education & outreach plan	Plan	1

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount				
TASK 1. PROJECT DEVELOPMENT This task must be completed before initiating any other work under this subaward. Work completed prior to the completion of Task 1 will be ineligible for reimbursement under this subaward.									
1.1	Project Spatial Data Coordinates Provide relevant spatial data for their project in the following format: (latitude, longitude). Please use a representative sample site in the project area as applicable or the coordinates of a subrecipient’s office may also be used when a specific project site is not available.		<div>Project Spatial Data Coordinates</div> <div>PROJECT LOCATION:</div> <table><tr><td>Latitude</td><td>47.052121</td><td>Longitude</td><td>-122.844269</td></tr></table>	Latitude	47.052121	Longitude	-122.844269	July 15, 2019	Reimbursement up to \$7,520 based on actual costs.
Latitude	47.052121	Longitude	-122.844269						
1.2	Quality Assurance Project Plan (QAPP) Development Sub-recipient will submit a Quality Assurance Project Plan Waiver form using after reviewing the Washington State Department of Ecology’s NEP Quality Assurance web page: https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees . If a QAPP is required, sub-recipients will work with Ecology’s NEP Quality Coordinator -NEP QC to develop and approve the QAPP.		<div>QAPP or QAPP waiver</div> <div>Work related to collecting or using environmental data may not begin until the QAPP waiver and QAPP are completed and approved.</div>	Due within 60 days of agreement start date					

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.3	Evaluation Plan (DOH template): Complete short one page planning document describing your program’s plans for evaluation including data collection methods. Following project, used to discuss what the outcome results tell you about the impact and success of your program activities.		Evaluation Plan	Draft due within 60 days of agreement start date. Final Evaluation Report due at contract completion	
1.4	Effectiveness Consultation The sub-recipient will contact and consult via telephone (30 minutes) with the Puget Sound Partnership (PSP) effectiveness team regarding project metrics being tracked. PSP effectiveness team will provide an analysis approach for the NTA, about a paragraph per project, and will provide results of the effectiveness analysis to the Shellfish Strategic Initiative Advisory Team. The Shellfish SI grant program representative will send an email to put the sub-recipient in contact with the PSP effectiveness team.		Effectiveness Consultation Contact Elene Trujillo (elene.trujillo@psp.wa.gov) to set up your effectiveness consultation when you are approximately 2/3rds of the way through your project. The consultation will take approximately 30 minutes.	March 31, 2021	
Task 2. Project Management and Reporting This task describes the data collection and reporting requirements associated with this subaward. Maintenance of project records, submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting and inter-local agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project and submittal of required performance items. Carry out project in accordance with any completion dates outlined in the agreement.					
2.1	Project Fact Sheet Create a project fact sheet (using included template) and submit it in MS Word with the first quarterly progress report.		Project Fact Sheet	October 1, 2019	Reimbursement up to \$38,720 based on actual costs.
2.2	Bi-monthly Invoicing and Progress Reports (DOH Template) NEP requires quarterly reporting, and		Invoice and Progress Reports FEATS will serve as project summary for	Due annually: January 15	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>DOH ConCons require billing within 60 days of completing work. Local or County Health subrecipients will submit invoices through the Con-Con process, and will send progress reports and deliverables to the NEP Contract Manager. Invoices must be submitted at least bi-monthly (per ConCon requirements) but no more frequently than monthly. Invoices will be reviewed for consistency with progress.</p> <p>The NEP reporting periods are at quarterly and synced to inform the grant program's EPA reporting schedule; therefore, it is critical that the subrecipient submit according to the outlined schedule. Progress reports shall include, at a minimum:</p> <ul style="list-style-type: none">) A description of the work completed in the last quarter, including total spending by the subrecipient and any partners and any completed deliverables.) The status and completion date for the project activities and near-term deliverables.) Description of any problem or circumstances affecting the completion date, scope of work, or costs.) Evidence that you have satisfactorily completed all the reporting requirements. 		<p>performance periods that fall on or near FEATS due dates. See FEATS schedule in Task 2.3.</p> <p>First Quarter Period: January 1 – March 31 *FEATS will serve as project summary</p> <p>Second Quarter Period: April 1 – June 30</p> <p>Third Quarter Period: July 1 – September 30 *FEATS will serve as project summary</p> <p>Fourth Quarter Period: October 1 – December 31</p>	<p>April 1 (FEATS) July 15 October 1 (FEATS)</p> <p>(Additionally as required by ConCon process)</p>	
2.3	<p>FEATS (Template will be provided) Complete bi-annual FEATS (Financial and Ecosystem Accounting Tracking System) progress reports, as well as a final FEATS report. The final FEATS report, reflecting the</p>		Semi-annual FEATS reports	<p>Annually:</p> <p>April 1 October 1</p> <p>And summary report</p>	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	entry verification sample for reference.				
2.6	Women/Minority-Owned Business (MBE/WBE) Reports MBE/WBE reporting is required annually. This federal reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000., including amendments and/or modifications. Please send to Kristy Warner (kristy.warner@doh.wa.gov and your DOH Contract Manager).		MBE/WBE Reporting	October 15, annually and upon contract completion	
2.7	Broader Communications (Present at Regional Conference and Submit Project Photos) Participate in and present project outcomes at a regional event relevant to the project topic (conference, forum, stakeholder workshop, etc.). Work with DOH to determine targeted audience and ensure purpose of communication is clear. Submit draft materials to DOH for review prior to event. In addition, submit high-quality project photos or video clips of the project (process, progress, etc.). Ensure anyone in the photo or video has signed a release in case photos or videos are used for future publications. <u>NOTE: INTERNATIONAL TRAVEL REQUIRES PRE-APPROVAL</u>		a) Submit draft presentation materials to DOH a minimum of one week prior to use for review. b) Present at a regional conference (see Task 3.5)	a) April 30, 2021 b) May 31, 2021	
2.8	Final Project Report (DOH Template)		a) Draft Final Report	a) April 30, 2021	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	A final report will be written by the project owners that describes the methods, results, lessons learned and recommendations for future work. The final report will evaluate the success of achieving the performance measures identified in the detailed project plan. Included with the final project report will be an updated Project Factsheet (see 1.1).		b) Final Report and updated Factsheet	b) May 31, 2021	
TASK 3: POLLUTION PREVENTION, IDENTIFICATION AND CORRECTION This task includes the activities to implement the PIC Program to identify and correct bacteria contamination of shellfish growing areas (Nisqually Reach, Henderson Inlet, Eld Inlet, Totten Inlet and the Approved portion of Budd Inlet) in Thurston County. Activities include: PIC Program Coordination, Pollution Identification and Correction, Outreach and Education, PIC Training.					
3.1	PIC Program Coordination Advisory group meetings with project partners will be held quarterly or as needed to advance collaborative work in the PIC project area. Partners will report on their work according to a format developed by the group. The advisory group will provide oversight, guidance and structure for consistent procedures for the PIC program. Coordinate with landowners within the project area.		a) Describe progress in quarterly and FEATS reports. b) Submit meeting agendas, minutes and attendance sheet.	a-b) Quarterly	Reimbursement up to \$257,760 based on actual costs.
3.2	Pollution Identification and Correction Add approximately 6 monthly sampling sites to the 15 sites currently monitored monthly, prioritized on where closures are located. Resample as needed based on hot spot identification and PIC protocol. This includes conducting sanitary surveys and sampling shoreline tributaries to identify sources of fecal coliform bacteria, and following up on shoreline and upstream sampling referred by DOH or other partners. Once a source is identified, Thurston		a) Investigation Flowchart updated b) Collect approximately 200 water samples – each sample site will include samples collected during both wet and dry seasons. E.coli (fecal if needed). c) Report the number of sites requiring resampling	a) October 1, 2019, and as needed b) Complete 10% by September 30, 2019 Complete 30% by April 30, 2020 Complete 60% by December 31, 2020 c) Report in FEATS per schedule in Task 1	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	County will work to eliminate or mitigate the source. All pollution identification data paid for by the grant will be shared with state or federal agencies upon request. Within the PIC project area Thurston County will conduct pollution source follow-up, technical assistance, and enforcement with regulatory backstopping by Thurston County Public Health, Department of Ecology, and Department of Agriculture as needed, depending on facility type.		<p>d) Report on area-wide hotspot response: i.e. windshield survey, and OSS records review</p> <p>e) Report number of site visits and site visit attempts by potential pollution source (ag, OSS, stormwater/drainage issues).</p> <p>f) Report number of failing septic systems identified</p> <p>g) Report number of failing septic systems corrected</p>	d-g) Semi-annual reports will address current data related to Deliverables listed in “d” through “g”	
3.3	<p>Outreach and Education</p> <p>In the Thurston County Shellfish Growing Areas Thurston County will develop an education and outreach plan and begin implementation. The goal is to use the most effective means of reaching residents and businesses in the shellfish growing areas, primarily using effective materials previously developed. If needed, new materials will be developed or adapted. It is anticipated that social media and accessing existing neighborhood outreach channels such as newsletters will be the primary outreach methods used.</p>		<p>a) Develop an education and outreach plan and implementation methodology, including educational and marketing tools.</p> <p>b) Implement education & outreach plan with a minimum of three (3) outreach events on social media timed to proceed workshops.</p> <p>Submit draft presentation or education/outreach materials to DOH a minimum of one week prior to use for review.</p> <p>c) Conduct a minimum of three (3) workshops or community presentations/events focused on actions to protect water quality.</p> <p>d) Develop an evaluation report that assesses the success of the education and outreach effort and includes any additional or amended education and marketing tools.</p>	<p>a) October 31, 2019</p> <p>b) April 30, July 30, October 31, 2020</p> <p>c) 60% of presentations completed: July 30, 2020</p> <p>All presentations completed: November 15, 2020</p> <p>d) May 31, 2021</p>	
3.5	<p>PIC Training and Workshops</p> <p>Present at one PIC workshop and/or other trainings/events to share information and resources around the region. This may be done in coordination with other PIC Program Coordinators. Attend relevant PIC trainings/workshops.</p>		Present at a minimum of one PIC Workshop or other training. Attend PIC relevant trainings/workshops.	May 31, 2020	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
TASK 4: AGRICULTURAL AND/OR WATER QUALITY EDUCATION, OUTREACH, BEST MANAGEMENT PRACTICES IMPLEMENTATION AND TECHNICAL ASSISTANCE Thurston County Public Health & Social Services Department (TCPHSS) will subaward contract with Thurston Conservation District (TCD) conduct the following agriculture and or water quality related activities: education and outreach, installation of agricultural water quality Best Management Practices (BMPs) and to provide technical assistance to landowners in Nisqually Reach, Henderson Inlet, Eld Inlet, Totten Inlet and the Approved portion of Budd Inlet Shellfish Growing Areas.					
4.0	Thurston Conservation District must be under contract and have adequate staffing levels within 90 days of TCPHSS/DOH contract execution. If TCD contract and/or staffing levels are not in place by the due date, the TCPHSS/DOH contract will be amended to withdraw funds for the TCD subaward and reallocate tasks and funds to be carried out directly by TCPHSS.		Executed TCPHSS/TCD contract	December 31, 2019	Reimbursement up to \$0 based on actual costs.
4.1	Thurston Conservation District (TCD) will conduct education and outreach to landowners and farm operators in the shellfish growing areas. The focus will be on actions residents can take to protect and improve water quality and the resources available to help. TCD will conduct voluntary intensive technical assistance site visits. This work will build and continue momentum to provide services to property owners or farm operators in Henderson Inlet and Nisqually Reach and expand into in Eld, Totten and upper Budd Inlet watersheds.		a) Outreach efforts result in a minimum of seven (7) invitations for TCD to provide technical assistance. b) Intensive technical assistance site visits conducted on a minimum of five (5) properties (may include multiple visits per property).	a) At least 30% of technical assistance requests received by July 30, 2020; 60% requests received by December 31, 2020. b) 40% intensive technical assistance site visits underway by September 30, 2020; 100% underway by March 31, 2021; completed by contract end.	Reimbursement up to \$68,800 based on actual costs.
4.2	Agricultural Best Management Practices (BMP) Implementation Thurston Conservation District (TCD) will manage funds and installation of agricultural BMPs as outlined in the <i>Shellfish Strategic Initiative National Estuary Program: Agricultural Best Management Practice Guidelines</i>		a) List of potential livestock BMP project lists from participating partners for DOH pre-approval to ensure projects meet the Guidelines. b) A minimum of 4 water quality BMPs installed.	a) March 31, 2020 b) 50% BMPs installed by February 15, 2021; 100% installed by May 15, 2021	Reimbursement up to \$127,200 based on actual costs. \$106,000 for BMP installation (materials, equipment, labor)

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>(Guidelines). TCPHSS will be responsible for oversight of the funds for the project and all sub-subrecipients as outlined in the Guidelines.</p> <p>Participants are eligible for up to 100% reimbursement of riparian buffer implementation costs and associated livestock exclusion fencing, and up to 75% reimbursement for the costs of other eligible best management practices. Funds may be combined with other money for BMPs received from other funding sources like the Conservation Commission or Environmental Quality Incentives Program (EQIP).</p> <p>DOH requires potential livestock BMP project lists from participating partners for pre-approval to ensure projects meet the Guidelines.</p> <p>Site specific BMP implementation assistance will include the following services:</p> <ul style="list-style-type: none"> J Conduct outreach activities to landowners and stakeholders. J Provide technical assistance to landowners to site, design, and construct BMPs. Develop and install livestock BMP projects. J Conduct initial and follow up site visits to ensure proper installation, use, and maintenance of BMPs. J Conduct administrative tasks for grant reporting and cost share reimbursement. J Maintain project records and 		c) Administrative tasks and reporting completed.	c) Report in FEATS per schedule in Task 1	<p>\$21,200 (up to 20% of actual BMP installation costs) for outreach, planning, administration and management.</p> <p>DOH will periodically assess progress of expenditures and may withdraw funds if they are not being spent, or may add funds by mutual consent with the LHJ if the LHJ presents evidence that more funds are needed to address pollution.</p>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	submit grant reporting information. J Collect and report necessary information for payment vouchers. J Provide administrative assistance to participants to meet reporting requirements for cost share reimbursement. J Review data and records necessary for grant reporting and payment vouchers for accuracy. J Submit payment requests using the NEP reimbursement forms.				

Budget

Category	Amount
Personnel/Salaries	\$147,900
Fringe Benefits	\$63,800
Travel	\$0
Equipment (federal definition – anything over \$5,000)	\$0
Supplies	\$0
<u>Contracts</u> (name, amount, purpose for each; excludes subawards – see below)	\$0
Other: J Lab costs \$8,000 J Media purchases (social media, newsletters, potential newspaper ads) \$6,000 J Subaward: Thurston Conservation District \$196,000 for agricultural and water quality BMP technical assistance and installation	\$210,000
Total Direct Charges	\$421,700
Indirect Charges (federally approved rate) 36.2%	\$78,300
TOTAL – Not to Exceed	\$500,000

*For Information Only:

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at:

<http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

Special Requirements

Federal Funding Accountability and Transparency Act (FFATA)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Manual, Handbook, Policy References

Thurston County On-site Sewage System Management Plan Update – Adopted November 8, 2016

Thurston County PIC Protocols, *currently in draft form – final expected September 31, 2019*

Special References (RCWs, WACs, etc)

WAC 246-272A, RCW 70.118A, Puget Sound Action Agenda, Interim PIC Program Protocols

Federal funds from the Environmental Protection Agency (EPA) National Estuary Program (NEP) Geographic Funds Account must be used to implement elements and activities of the local on-site sewage management plans that do not conflict with and are consistent with the goals, strategies, objectives, and actions of the Puget Sound Action Agenda.

Monitoring Visits (frequency, type)

The DOH program contact may conduct at least one monitoring visit during the life of this project. The type, duration, and timing of visit will be determined and scheduled in cooperation with the subrecipient. The DOH Fiscal Monitoring Unit may conduct at least one fiscal monitoring visit during the life of this project.

Program Specific Requirements/Narrative

The following provisions are the pass-thru requirements of all U.S. EPA - DOH subawards funded under cooperative agreement PC01J18001-4.

EPA FEDERAL TERMS AND CONDITIONS

Administrative Conditions

1. General Terms and Conditions – Updated October 2, 2017

The subrecipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-2-2017-or-later>. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions cited throughout the award.

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

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

In addition to the General Terms and Conditions #6 "Consultant Cap", as of January 1, 2018, the limit is \$629.42 per day \$78.68 per hour.

NOTE: For future years' limits, the subrecipient may find the annual salary for Level IV of the Executive Schedule on the following Internet site:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/executive-senior-level><http://www.opm.gov/oca>. Select "Salary and Wages", and select "Rates of Pay for the Executive Schedule". The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

3. General Terms and Conditions – Cybersecurity

The subrecipient agrees to comply with the current EPA general terms and conditions "Cybersecurity".

The terms and conditions can be found on the EPA Grants Terms and Conditions Website.

For STATES: http://www2.epa.gov/sites/production/files/2015-07/documents/state_grant_cyber_security_condition.pdf.

For TRIBES: https://www.epa.gov/sites/production/files/2015-07/documents/tribal_grant_cyber_security_condition.pdf

For Other Recipients: https://www.epa.gov/sites/production/files/2015-07/documents/cyber_security_grant_condition_for_other_recipients.pdf

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

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

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

For State Agencies

The subrecipient must send its proposal to its cognizant federal agency within six (6) months after the close of the governmental unit's fiscal year. If EPA is the cognizant federal agency, the state subrecipient must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

Regular Mail

Financial Analysis and Rate Negotiation Service Center Office of Acquisition Management
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW, MC 3802R
Washington, DC 20460

Mail Courier (e.g. FedEx, UPS, etc.)

Financial Analysis and Rate Negotiation Service Center Office of Acquisition Management
US Environmental Protection Agency
1300 Pennsylvania Avenue, NW, 6th floor
Bid and Proposal Room Number 61107
Washington, DC 20004

For Indian Tribe

If the subrecipient does not have a previously established indirect cost rate, the subrecipient must submit their indirect cost rate proposals to:

National Business Center
Indirect Cost Services
U.S. Department of the Interior
2180 Harvard Street, Suite 430
Sacramento, CA 95815-3317

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

5. Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE)

Subrecipients are held to the same requirements as the recipient = (Department of Health) of the EPA Grant and must accept the MBE/WBE fair share objectives/goals negotiated with EPA by the Washington Office of Minority and Women's Business Enterprises as follows:

MBE: PURCHASED GOODS 8%, PURCHASED SERVICES 10%, PROFESSIONAL SERVICES 10%

WBE: PURCHASED GOODS 4%, PURCHASED SERVICES 4%, PROFESSIONAL SERVICES 4%

By accepting this financial assistance the subrecipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as, Washington Office of Minority and Women's Business Enterprises.

Subrecipients are required to submit MBE/WBE utilization reports to annually. Reports will be in the following format and will include all qualifying purchases. Reporting periods are from October 1 to September 30. Reports are due to DOH October 15, annually.

1. Procurement Made By (check box)			2. Business Enterprise (check box)		3. \$Value of Procurement	4. Date of Purchase (MM/DD/YY)	5. Type of Product or Services* (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Recipient	Subrecipient	Prime	Minority	Women				

*Type of product or service codes: 1=Construction, 2=Supplies; 3=Services; 4=Equipment

General Compliance, 40 CFR, Part 33

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

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

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the subrecipient or procurement under subawards or loans in the "Other" category, including amendments and/or modifications.

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

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C

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

- Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government subrecipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government subrecipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

Native American Provisions, 40 CFR, Section 33.304

The subrecipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.304. Any subrecipient, whether or not Native American, of an EPA financial assistance agreement for the benefit of Native Americans, is required to solicit and recruit Indian organizations and Indian-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts. If the efforts to solicit and recruit Indian organizations and Indian-owned economic enterprises is not successful, then the subrecipient must follow the six good faith efforts.

Contract Administration Provisions, 40 CFR, Section 33.302

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

Bidders List, 40 CFR, Section 33.501(b) and (c)

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

Programmatic Conditions

Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program Programmatic Terms and Conditions:

1. Semi-Annual Performance Reports

The subrecipient will submit performance reports through EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS) every six (6) months during the life of the project. Reports are due 30 calendar days after the end of each reporting period. The reporting periods shall end March 31st and September 30th of each calendar year. Reports will be submitted to the DOH Contract Manager on the FEATS form provided by the Contract Manager and shall be submitted electronically.

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

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

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

2. Final Performance Report

The subrecipient shall submit a final performance report through FEATS, which is due 90 calendar days after the expiration or termination of the award. The report shall be submitted to the DOH Contract Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period. After completion of the project, the DOH Contract Manager may waive the requirement for a final performance report if the DOH Contract Manager deems such a report is inappropriate or unnecessary.

3. Program Income - Addition

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

4. Recognition of EPA Funding

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

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J18001 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

5. Peer Review

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief

description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

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

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, subrecipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm.

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

7. STORET Requirement

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

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

8. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date - April 16, 2013), or the October 28, 2013 guidance. Grantees shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

9. International Travel (Including Canada)

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

10. Geospatial Data Standards

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

11. Lobbying and Litigation

All Subrecipients:

- i. The chief executive officer of this subrecipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The subrecipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii. The subrecipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The subrecipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any subrecipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv. Contracts awarded by a subrecipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v. Pursuant to Section 18 of the Lobbying Disclosure Act, the subrecipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

12. Quality Assurance Requirements (2 CFR 1500.11)

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

Instructions to Submit Quality Assurance Documents for Review:

Subrecipients shall refer to Washington State Department of Ecology's NEP Quality Assurance website at: <https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees> for guidance and templates. First, submit a [waiver form](#) to the NEP Quality Coordinator at Ecology (cc: to DOH Contract Manager) as soon as a final agreement or contract statement of work is in place, whether or not you expect a quality assurance project plan (QAPP) will be required. If a QAPP is required, the subrecipients will work with Ecology's NEP Quality Coordinator to develop and approve the QAPP.

13. ULO Stretch Goal

Subrecipients should manage their programs and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are "unspent" federal funds, not yet drawn down through disbursements to subaward recipients. EPA encourages the reduction of these unliquidated obligations (ULOs) by applying the following programmatic term and condition.

Subrecipients are to apply these "stretch" goals throughout the life of the agreement and to confer with your DOH Contract Manager whenever instances arise that make attainment of these stretch goals unlikely.

Stretch Goal: All funds should be spent in 2 years.

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

14. Animal Subjects

Subrecipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Subrecipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training."

(Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at:
<http://www.nal.usda.gov/awic/pubs/IACUC/vert.htm>. For additional information about the Principles, the subrecipient should consult the Guide for Care and Use of Laboratory Animals, prepared by the Institute of Laboratory Animal Resources, National Research Council and can be accessed at:
<http://www.nap.edu/readingroom/books/labrats/>.

15. Copyrighted Material and Data

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

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

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

-) The selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
-) Termination or expiration of this agreement.

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

DOH Program Contact

Contract Manager: Megan Schell, Office of Environmental Health, PO Box 47824, Olympia, WA 98504-7824; 360.236.3307; megan.schell@doh.wa.gov
Fiscal Lead: Nichole Simmons, Office of Environmental Health, PO Box 47824, Olympia, WA 98504-7824; 360.236.3208; nichole.simmons@doh.wa.gov

**Memorandum of Agreement
Between
The National Association of Conservation Districts and**

The _____ Conservation District

This Agreement is entered into on this _____ (date) day of _____ (month), 2020 by the National Association of Conservation Districts (NACD), located at 509 Capitol Court NE, Washington, DC 20002 and the _____ Conservation District (District), located at _____ (Address, City, State, Zip).

NACD shall provide your District with a total grant of \$ _____ to carry out the initiatives which were outlined in the District's proposal to the NACD request for proposals (RFP) announced on October 28, 2019. That proposal is hereby made a part of this Agreement as Exhibit I. In keeping with NACD procurement policy, this grant has been awarded under a competitive process. These funds are made available by a Contribution Agreement between NACD and the Natural Resources Conservation Service (NRCS). The requirements as specified in the RFP are also made a part of this Agreement as Exhibit II.

It is the intent of this Agreement and this project to increase the urban agriculture conservation technical assistance available to your community so as to improve the conditions of natural resources and the society that depend on them while providing the maximum flexibility for you to carry out your responsibilities for these funds.

STATEMENT OF WORK

The District shall undertake the work and activities set forth in Exhibit I, made a part hereof and incorporated by reference as if fully written herein.

The District expressly acknowledges this Agreement shall not be construed or interpreted as a contract of agency or employment. The District shall furnish its own support staff necessary for the satisfactory performance of this Agreement.

NACD may, from time to time as it deems appropriate, communicate specific instructions and requests to the District concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable period of time, the District shall respond to such requests. It is expressly understood by the parties these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement, and are not intended to amend or alter this Agreement or any part thereof.

Any or all materials created under this Agreement may be utilized by NACD and/or NRCS to promote outreach, educational and knowledge transfer nationally.

The District shall consult with the personnel of NACD and other appropriate persons as necessary to assure understanding of the work and satisfactory completion thereof. NACD will designate a person or persons to whom the District will contact and who will communicate with the District regarding the services provided, the time for performance of the services and to assist in arranging communications and/or other arrangements with NACD personnel to facilitate the performance under this Agreement.

REPORTING

NACD will require quarterly (3 month) reports for the project as of the following dates:

REPORT #	PERIOD COVERED	DATE DUE
1	Starting date to March 31	April 15
2	April 1 to June 30	July 15
3	July 1 to September 30	October 15
4	October 1 to December 31	January 15
5 (if needed)	January 1 to March 31	April 15
Final Report	Project period	Within 30 days of completion of project

A final report will be due at the conclusion of the grant period. Using the templates provided by NACD, the reports should address progress on carrying out technical assistance work outlined in Exhibit I; related outreach, marketing and public relations accomplishments; and progress on providing sustainability for the project going into the future.

Approval from NACD is required for all proposed deviations of more than 10% from your original proposed budget.

NACD will respond to reports when and if there is either a request for guidance or a question of compliance with this Agreement.

TERM OF AGREEMENT

This Agreement is effective and binding upon both parties on the day and year first above written. This Agreement shall remain in effect until the work described in Exhibit I is completed to the satisfaction of NACD, or until otherwise terminated as provided in this Agreement.

This Agreement shall not obligate any participating parties to endorse, support, or otherwise influence any policy, legislation, or program activities.

RECORD KEEPING REQUIREMENTS

The District shall keep all financial records in a manner consistent with generally accepted accounting procedures.

All disbursements made for this Agreement shall be only for obligations incurred in the performance of this Agreement and shall be supported by documentation and data, as appropriate to support such disbursements. All disbursements for this Agreement shall be for obligations incurred only after the effective date of this Agreement unless specific authorization for prior disbursements has been given in writing by NACD.

PAYMENT TERMS AND CONDITIONS

An initial check for 25% of the grant will be issued to the District upon receipt of the signed copy of this Agreement. The remaining amount of the grant will be provided in quarterly payments (25% of grant amount) upon satisfactory completion of each quarterly report. If the District is unable to use all the funds on the project by the initial deadline, or by an approved extension, all remaining funds will be returned to NACD.

CONFLICTS OF INTEREST

The District expressly acknowledges no officer or employee of NACD has been employed, retained, induced or directed by the District to solicit or secure this Agreement with NACD upon an Agreement, offer, understanding or implication involving the payment of any form of remuneration, whatsoever. The District agrees, in the event NACD has substantial reason to believe this provision has been violated, NACD may, at its sole option, consider this Agreement void; and in doing so, NACD is released from any and all obligations under this Agreement.

INDEMNIFICATION

The District, at its own expense, shall defend and hold NACD, its officers and employees, harmless from any and all claims, expenses, damages and judgments, including attorney's fees, in the event of a suit or claim arising out of the District's performance in executing the services as stated in Exhibit I and II. Similarly, NACD shall provide the District with reasonable notice of such suit or claim and provide information required for the defense of same.

WARRANTY AND DISCLAIMER OF WARRANTY

The District warrants the work and activities as set forth in this Agreement shall be performed by trained and qualified personnel, and in a professional and workmanlike manner.

COMPLIANCE WITH LAW

The District agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. The District accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the District in the performance of the work authorized by this Agreement.

LIMITATION OF LIABILITY

The District's and NACD's liability for damages, whether in contract or in tort, shall not exceed the amount of direct damages incurred by either party as determined by a court of competent jurisdiction.

The District's and NACD's sole and exclusive remedies for failure to perform under this Agreement shall be as set forth in this Article. In no event shall either party be liable to the other for any indirect or consequential damages, including lost profits, even if the parties knew or should have known of the possibility of such damages.

CHANGES OR MODIFICATIONS

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, commitments, representations and understanding of the parties with respect to the services contemplated under Article I of this Agreement. Any change, deletion, addition or modification of any portion of this Agreement shall not be valid or binding upon either party, unless such change, addition, deletion or modification is agreed to in writing and signed by both parties under this Agreement.

ASSIGNMENT

Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto and not already agreed to in Exhibit I without the prior express written consent of the other party.

CONSTRUCTION

This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the District of Columbia.

FORCE MAJEURE

Neither party shall be responsible for failure to perform under this Agreement due to causes beyond the parties' control, including but not limited to, fires, civil disobedience, riots, embargoes, explosions, rebellions, strikes, work stoppages, acts of God or acts of any governmental authority or any other similar occurrence.

BINDING EFFECT

This Agreement shall ensure to the benefit and be binding upon the legal representatives of the parties hereto, subject to the grant of consent for assignment as provided in this Agreement.

SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

(Signature, District Chair or designated official/manager)

(Name, District Chair or designated official/manager)

Conservation District in _____ (state)

_____, 2020
(Month) (Date)



Jeremy Peters, Chief Executive Officer
National Association of Conservation Districts

Item

6

Thurston Conservation District

February 2020 Financial Notes

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

1. In January 2020, the District's expenses exceeded its income by \$59,370.95. This is to be expected each month until May when TCD will receive one of the two major *Rates and Charges* payments; the other large payment is in November. As you can see on the Balance Sheet (page 4), the District ended January with \$104,640.49 in its checking account. Still TCD should avoid large discretionary purchases until cash flow stabilizes in May. I will be monitoring cash flow very closely until then.

Unrestricted Profit & Loss Budget vs Actual (Page 7)

Income

2. The 2020 *Plant Sale* budget is \$21,600.00. The District received \$6,404.39 of the plant sale income in 2019, so it may not reach that budget amount this year. If necessary, the board can address this potential shortfall during the Mid-Year Budget Revision process in June.
3. Just to note, the *Grant Revenue* income of \$95,600.00 will not be available to the District until July when TCD should be awarded the 2020 WSCC Implementation grant.

Expense

4. The District's *Computer Services* expense was quite high in January. This was due to technical support from WSU to set-up the new computers the District purchased in December. The Board had increased the 2019 *Computer Services* budget amount to cover this tech support, but scheduling issues pushed the work out into 2020. The Board may want to consider increasing the 2020 *Computer Services* budget to cover this work during the Mid-Year Budget Revision process.
5. The *Election Expense* line item also ended high in January. However, the election is finished; we do not expect additional expenses under this line item for the remainder of the year.
6. The District's *Janitorial Services* monthly expense increased from \$220 to \$232 per month. We can address this increase during the Mid-Year Budget Revision process.
7. Whitlock, the District's landlord, has proposed an increase of *Office Rent* from \$3,950 to \$4,108 per month. We can address this increase during the Mid-Year Budget Revision process.
8. A new line item, called *Licenses and Permits*, has been added to the Unrestricted Budget. The amount reported for this line item in January covers the cost of the District's business license.
9. The District's *Computer and Software Purchases* expense exceeded the 2020 annual budget amount in January. This was because the new computer server was purchased in January instead of December 2019. The Board had increased the 2019 *Computer and Software Purchases* budget amount to cover this purchase, but scheduling issues pushed the purchase out into 2020. The Board can address this increase during the Mid-Year Budget Revision process.

Thurston Conservation District

Profit & Loss

January 2020

	Jan 20
Ordinary Income/Expense	
Income	
3431100 · Retail Sales	
3431110 · Plant Sales	6,999.09
3411140 · TCD Equipment Rentals	9.15
3431130 · Soil Testing	272.64
3431120 · Rental Income	481.88
Total 3431100 · Retail Sales	7,762.76
3611100 · Interest Income	1.21
3300000 · Grant Revenue	36,843.44
3685201 · Rates and Charges	1,609.34
3670000 · Contributions Private	240.00
Total Income	46,456.75
Gross Profit	46,456.75
Expense	
5966699 · Vehicle Allocation	0.00
5314999 · Overhead Allocation	0.00
5531010 · Salaries & Benefits	82,583.03
5314101 · Legal Fees & Services	2,564.00
5314102 · Audit & Accounting	142.95
5314103 · Computer Services	2,309.00
5314400 · Advertising	31.73
5314117 · Soil Testing	557.80
5314104 · Janitorial Services	232.00
5314501 · Office Rent	3,950.00
5314700 · Utilities	143.61
5314503 · Equipment Leases	492.00
5314200 · Communications	833.03
5313102 · Photocopier Usage	181.82
5313101 · Office Supplies	245.23
5314202 · Postage & Shipping	194.61
Project Expenses	
5313103 · Project Supplies	1,354.29
5314116 · Project Equipment	58.58
Total Project Expenses	1,412.87
5314902 · Dues and Subscriptions	775.00
Board Meeting Snacks	75.43
5314307 · Licenses and Permits	31.00
5314302 · Staff - Conference & Training	455.00
5314300 · Staff - Travel	58.06
5314110 · Bank Fees & Interest Charges	60.12
5314600 · Liability Insurance Premiums	1,278.00
66900 · Reconciliation Discrepancies	500.00
5945360 · Capital Outlays	
5966601 · Office Furniture & Equipment	60.96
5966402 · Computer & Software Purchases	6,623.69
5966400 · Machinery and Tools	36.76
Total 5945360 · Capital Outlays	6,721.41
Total Expense	105,827.70
Net Ordinary Income	-59,370.95
Net Income	-59,370.95

Thurston Conservation District

Profit & Loss Prev Year Comparison

January 2020

	Jan 20	Jan 19	\$ Change	% Change
Ordinary Income/Expense				
Income				
3431100 · Retail Sales				
3431110 · Plant Sales	6,999.09	0.00	6,999.09	100.0%
3411140 · TCD Equipment Rentals	9.15	27.55	-18.40	-66.8%
3431130 · Soil Testing	272.64	576.68	-304.04	-52.7%
3431120 · Rental Income	481.88	74.54	407.34	546.5%
Total 3431100 · Retail Sales	7,762.76	678.77	7,083.99	1,043.7%
3611100 · Interest Income	1.21	9.09	-7.88	-86.7%
3300000 · Grant Revenue	36,843.44	22,005.08	14,838.36	67.4%
3685201 · Rates and Charges	1,609.34	667.45	941.89	141.1%
3670000 · Contributions Private	240.00	0.00	240.00	100.0%
Total Income	46,456.75	23,360.39	23,096.36	98.9%
Gross Profit	46,456.75	23,360.39	23,096.36	98.9%
Expense				
5966699 · Vehicle Allocation	0.00	0.00	0.00	0.0%
5314999 · Overhead Allocation	0.00	0.00	0.00	0.0%
5531010 · Salaries & Benefits	82,583.03	34,672.56	47,910.47	138.2%
5314101 · Legal Fees & Services	2,564.00	15,620.00	-13,056.00	-83.6%
5314102 · Audit & Accounting	142.95	54.45	88.50	162.5%
5314103 · Computer Services	2,309.00	686.00	1,623.00	236.6%
5314106 · PDR Expense	0.00	99.00	-99.00	-100.0%
5314100 · Professional Services	0.00	1,551.78	-1,551.78	-100.0%
5314400 · Advertising	31.73	150.00	-118.27	-78.9%
5314117 · Soil Testing	557.80	40.80	517.00	1,267.2%
5314104 · Janitorial Services	232.00	225.00	7.00	3.1%
5314501 · Office Rent	3,950.00	0.00	3,950.00	100.0%
5314700 · Utilities	143.61	839.36	-695.75	-82.9%
5314503 · Equipment Leases	492.00	305.55	186.45	61.0%
5314200 · Communications	833.03	363.72	469.31	129.0%
5313102 · Photocopier Usage	181.82	174.60	7.22	4.1%
5313101 · Office Supplies	245.23	133.89	111.34	83.2%
5314202 · Postage & Shipping	194.61	33.08	161.53	488.3%
Project Expenses				
5314901 · Meeting & Event Supplies	0.00	52.00	-52.00	-100.0%
5313103 · Project Supplies	1,354.29	595.72	758.57	127.3%
5314116 · Project Equipment	58.58	0.00	58.58	100.0%
5314113 · Teacher Substitute Stipends	0.00	606.34	-606.34	-100.0%
5314112 · Bus Transportation	0.00	2,183.75	-2,183.75	-100.0%
5314502 · Site Rental	0.00	150.00	-150.00	-100.0%
Total Project Expenses	1,412.87	3,587.81	-2,174.94	-60.6%
5314902 · Dues and Subscriptions	775.00	150.00	625.00	416.7%
Board Meeting Snacks	75.43	0.00	75.43	100.0%
5314307 · Licenses and Permits	31.00	0.00	31.00	100.0%
5314302 · Staff - Conference & Training	455.00	55.00	400.00	727.3%
5314300 · Staff - Travel	58.06	250.19	-192.13	-76.8%
5314108 · Construction & Landscaping	0.00	147.02	-147.02	-100.0%
5314109 · Cost Share	0.00	420.00	-420.00	-100.0%
5314110 · Bank Fees & Interest Charges	60.12	175.14	-115.02	-65.7%
5314600 · Liability Insurance Premiums	1,278.00	1,174.25	103.75	8.8%
5314111 · Late Fees & Penalties	0.00	10.00	-10.00	-100.0%
66900 · Reconciliation Discrepancies	500.00	0.00	500.00	100.0%
5945360 · Capital Outlays				
5966601 · Office Furniture & Equipment	60.96	0.00	60.96	100.0%
5966402 · Computer & Software Purchases	6,623.69	0.00	6,623.69	100.0%
5966400 · Machinery and Tools	36.76	0.00	36.76	100.0%
Total 5945360 · Capital Outlays	6,721.41	0.00	6,721.41	100.0%
Total Expense	105,827.70	60,919.20	44,908.50	73.7%
Net Ordinary Income	-59,370.95	-37,558.81	-21,812.14	-58.1%
Net Income	-59,370.95	-37,558.81	-21,812.14	-58.1%

Thurston Conservation District

Balance Sheet

As of January 31, 2020

	Jan 31, 20
ASSETS	
Current Assets	
Checking/Savings	
3081001 · Checking-7444 Timberland	104,640.49
3088020 Savings Accounts	
3082002 · Saving-6568 Reserve Fund	65,007.20
3082003 · Saving-2410 Education Center	10,000.67
Total 3088020 Savings Accounts	75,007.87
3088030 Counter Cash	155.00
Total Checking/Savings	179,803.36
Accounts Receivable	69,003.97
Other Current Assets	
3090500 Prepaid Accounts	
3090501 · 309.05.01 Prepaid Insurance	9,414.00
3090506 · Security Deposit - Ferguson ST	3,835.00
Total 3090500 Prepaid Accounts	13,249.00
3092000 · 309.20.00 Cash on Hand	13,436.17
Total Other Current Assets	26,685.17
Total Current Assets	275,492.50
TOTAL ASSETS	275,492.50
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	11,814.55
Credit Cards	388.10
Other Current Liabilities	
25500 · Sales Tax Payable	1,485.80
3861000 · Payroll Liabilities	57,476.74
Total Other Current Liabilities	58,962.54
Total Current Liabilities	71,165.19
Total Liabilities	71,165.19
Equity	204,327.31
TOTAL LIABILITIES & EQUITY	275,492.50

Thurston Conservation District
Restricted Budgets vs Actuals
February 2020

	Account Number	Grant Number	Grant Period		Total Grant Amount	2020 Budget	2020 Actual	2020 Remaining Budget	% of Total Time	% of Total Budget
RO	East Fork McLane Project	R030	16-1406	1-Mar-17	31-Dec-20	110,500.00	5,022.13	0.00	5,022.13	76.09%
	ESRP Shore Friendly	R035		1-Jul-19	1-Jul-21	227,551.00	141,338.95	5,575.06	135,763.89	28.00%
DOE	Deschutes	E100	WQC-2018-ThurCD-00174	1-Jul-19	30-Apr-22	247,511.00	95,167.68	677.74	94,489.94	4.15%
WSCC	Livestock	W025	20-13-LT	1-Jul-19	30-Jun-21	50,000.00	21,911.61	560.56	21,351.05	29.17%
	Drought Funding	W040	19-13-DR	1-Jul-19	30-Apr-20	53,050.00	9,005.30	8,148.17	857.13	70.00%
	FY20-21 Chehalis Flood	W050	20-13-FL	1-Jul-19	30-Jun-21	177,668.02	91,931.35	9,677.74	82,253.61	29.17%
	Shellfish Cost Share TA	W060	20-13-SH	15-Aug-19	30-Jun-21	30,113.46	17,320.66	382.00	16,938.66	26.09%
	Shellfish Cost Share	W060 CS	20-13-SH	15-Aug-19	30-Jun-21	120,453.84	80,302.56	0.00	80,302.56	0.00%
	FY19-21 CREP TA	W070	20-13-CE	1-Jul-19	30-Jun-21	33,847.00	20,227.79	430.09	19,797.70	29.17%
	FY19-21 CREP Cost Share	W070 CS	20-13-CE	1-Jul-19	30-Jun-21	9,651.50	1,604.33	0.00	1,604.33	29.17%
	NRI TA	W080	20-13-NR	1-Jul-19	30-Jun-21	19,150.00	10,301.08	1,371.58	8,929.50	29.17%
	NRI Cost Share	W080	20-13-NR	1-Jul-19	30-Jun-21	76,600.00	51,066.67	0.00	51,066.67	0.00%

	Account Number	Grant Number	Grant Period		Total Grant Amount	2020 Budget	2020 Actual	2020 Remaining Budget	% of Total Time	% of Total Budget
Miscellaneous	Soil Health Grant	M065	16-49-TS	21-Jun-17	15-Aug-20	32,136.34	4,125.46	0.00	4,125.46	84.21%
	JBLM - SLP	M075		1-Jul-19	30-Jun-21	18,750.00	11,825.94	316.62	11,509.32	29.17%
	VSP 2020	M400	K2024	1-Jul-19	30-Jun-21	105,000.00	52,534.97	9,799.70	42,735.27	29.17%
	Shellfish NTA	M600		1-Jul-19	30-Jun-20	130,525.00	94,970.53	2,628.28	92,342.25	58.33%
	Riparian NTA	M650		1-Jul-19	28-Feb-21	37,000.00	29,660.00	3,116.28	26,543.72	35.00%
	Orca Recovery Day	M060		1-Sep-19	Until Spent	4,700.00	1,330.19	213.78	1,116.41	NA

Thurston Conservation District Restricted Budgets vs Actuals

February 2020

Account Number	Grant Number	Grant Period	Total Grant Amount	2020 Budget	2020 Actual	2020 Remaining Budget	% of Total Time	% of Total Budget
T080		1-Jan-20	10,000.00	10,000.00	1,453.37	8,546.63	8.33%	14.53%
T100		1-Jan-20	3,000.00	3,000.00	1,084.08	1,915.92	8.33%	36.14%
W055	20-13-IM	1-Jul-19	11,111.00	5,393.25	0.00	5,393.25	58.33%	51.46%
T400		1-Jan-20	40,000.00	40,000.00	0.00	40,000.00	8.33%	0.00%

Account Number	Grant Number	Grant Period	Total Grant Amount	2020 Budget	2020 Actual	2020 Remaining Budget	% of Total Time	% of Total Budget
G019-SS		1-Jan-20	49,200.00	49,200.00	5,412.28	43,787.72	8.33%	11.00%
TCC		1-Jan-12	96,856.00	46,117.00	0.00	46,117.00	NA	52.39%
FY19-20 NOAA B-WET		1-Aug-19	18,313.76	17,329.21	412.42	16,916.79	50.00%	7.63%
TCD Nearshore		1-Jan-20	18,300.00	18,300.00	329.16	17,970.84	8.33%	1.80%
TCD Allocation		1-Jan-20	28,000.00	28,000.00	3,010.59	24,989.41	8.33%	10.75%
McLane Salmon Trail		1-Jan-20	5,000.00	5,000.00	0.00	5,000.00	8.33%	0.00%
Prairies and Pollinators		22-Mar-17	30,000.00	10,791.20	0.00	10,791.20	85.37%	64.03%

Thurston Conservation District
Unrestricted Profit & Loss Budget vs. Actual
 January 2020

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 02/20/2020
 Accrual Basis

January: 8.33%

Income

	20-Jan	Budget	\$ Over Budget	% of Budget
3431100 · Retail Sales				
3411140 · TCD Equipment Rentals	9.15	2,800.00	-2,790.85	0.33%
3431130 · Soil Testing	272.64	5,500.00	-5,227.36	4.96%
3431120 · Rental Income	481.88	800.00	-318.12	60.24%
3431110 · Plant Sales	6,999.09	21,600.00	-14,600.91	32.40%
3611100 · Interest Income	1.21	25.00	-23.79	4.84%
3300000 · Grant Revenue	0.00	95,600.00	-95,600.00	0.00%
3685201 · Rates and Charges	1,609.34	551,475.00	-549,865.66	0.29%
5966699 · Vehicle Allocation	381.33	4,500.00	-4,118.67	8.47%
5314999 · Overhead Allocation	7,344.36	84,000.00	-76,655.64	8.74%
Total Income	17,099.00	766,300.00	-749,201.00	2.23%

Program Allocations

	20-Jan	Budget	\$ Over Budget	% of Budget
SS Green	3,339.75	46,300.00	-42,960.25	7.21%
VSP	0.00	40,000.00	-40,000.00	0.00%
TCD Cost Share	0.00	5,000.00	-5,000.00	0.00%
Program Allocations Total	3,339.75	91,300.00	-87,960.25	3.66%

Expense

	20-Jan	Budget	\$ Over Budget	% of Budget
5531010 · Salaries & Benefits	20,022.25	305,248.00	-285,225.75	6.56%
5314101 · Legal Fees & Services	2,564.00	57,416.00	-54,852.00	4.47%
5314102 · Audit & Accounting	142.95	15,000.00	-14,857.05	0.95%
5314103 · Computer Services	2,309.00	15,500.00	-13,191.00	14.90%
5314100 · Professional Services	0.00	10,000.00	-10,000.00	0.00%
5355001 · Election Expense	3,302.55	6,500.00	-3,197.45	50.81%
5314400 · Advertising	31.73	1,500.00	-1,468.27	2.12%
5314117 · Soil Testing	557.80	3,000.00	-2,442.20	18.59%
5314104 · Janitorial Services	232.00	5,000.00	-4,768.00	4.64%
5314501 · Office Rent	3,950.00	47,400.00	-43,450.00	8.33%
5314700 · Utilities	143.61	7,500.00	-7,356.39	1.91%
5314503 · Equipment Leases	492.00	3,050.00	-2,558.00	16.13%
5314504 · Vehicle Leases	0.00	15,000.00	-15,000.00	0.00%
5314200 · Communications	833.03	10,000.00	-9,166.97	8.33%
5313102 · Photocopier Usage	181.82	5,000.00	-4,818.18	3.64%
Software Licenses	0.00	3,400.00	-3,400.00	0.00%
5354800 · Repairs & Maintenance	0.00	7,000.00	-7,000.00	0.00%
5313101 · Office Supplies	206.97	7,000.00	-6,793.03	2.96%
5314202 · Postage & Shipping	44.61	1,500.00	-1,455.39	2.97%

Income

	20-Jan	Budget	\$ Over Budget	% of Budget
5313401 · Plants for Resale	0.00	12,500.00	-12,500.00	0.00%
5314901 · Meeting & Event Supplies	158.58	2,000.00	-1,841.42	7.93%
5314902 · Dues and Subscriptions	775.00	7,500.00	-6,725.00	10.33%
Board Meeting Snacks	75.43	960.00	-884.57	7.86%
5314307 · Licenses and Permits	31.00	0.00	31.00	100.00%
5314302 · Staff - Conference & Training	0.00	7,000.00	-7,000.00	0.00%
5314306 · Board - Conference & Training	0.00	2,500.00	-2,500.00	0.00%
5314300 · Staff - Travel	58.06	5,500.00	-5,441.94	1.06%
5314301 · Board Travel	0.00	5,000.00	-5,000.00	0.00%
5314110 · Bank Fees & Interest Charges	60.12	1,500.00	-1,439.88	4.01%
5314600 · Liability Insurance Premiums	1,278.00	15,336.00	-14,058.00	8.33%
5314111 · Late Fees & Penalties	0.00	500.00	-500.00	0.00%
5945361 · Road Signs	0.00	1,000.00	-1,000.00	0.00%
5945362 · Board Tablets	0.00	4,690.00	-4,690.00	0.00%
5966601 · Office Furniture & Equipment	60.96	3,000.00	-2,939.04	2.03%
5966402 · Computer & Software Purchases	6,623.69	5,000.00	1,623.69	132.47%
Reserve Fund	0.00	65,000.00	-65,000.00	0.00%
Conservation Education Center Savings	0.00	10,000.00	-10,000.00	0.00%
Total Expense	44,135.16	675,000.00	-630,864.84	6.54%
Net Income	-30,375.91	0.00		

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Type	Num	Date	Name	Funding Source	Account	Paid Amount
Credit Card Charge	9110	1/2/2020	Smart Foodservice	GREEN:G019.110 TCD SS Green Allocation	5313103 · Project Supplies	25.53
Credit Card Charge	193316-0	1/2/2020	Crains Office Supply	UNRESTRICTED:A036 - Elections	5313101 · Office Supplies	31.68
Credit Card Charge	193389-0	1/3/2020	Crains Office Supply	UNRESTRICTED:A010-Overhead	5313101 · Office Supplies	6.88
Check	EFT	1/3/2020	Wells Fargo			4,856.99
Credit Card Charge	10562485	1/6/2020	Wenatchee Valley Museum	DISTRICT SERVICES:A097 - Plant Sale	5313103 · Project Supplies	100.00
Check	EFT	1/6/2020	Regence - Health Care	UNRESTRICTED:A010-Overhead	5312011 · Medical Benefits	5,602.14
Check	EFT	1/6/2020	Postal IA	UNRESTRICTED:A036 - Elections	5314202 · Postage & Shipping	150.00
Credit Card Charge	20291	1/7/2020	T Sheets	UNRESTRICTED:A010-Overhead	5314102 · Audit & Accounting	98.37
Bill Pmt -Check	20292	1/8/2020	Anita R Roedell	Depart of Ecology:E100 - ECY Deschutes:E100 - ECY Deschutes	5314113 · Teacher Substitute Stipends	100.00
Bill Pmt -Check	20293	1/8/2020	Apex Mailing	WSOC:W040 - Drought Funding	5314203 · Printing Services	650.44
Bill Pmt -Check	20294	1/8/2020	Black Lake Grange	UNRESTRICTED:A010-Overhead	5314502 · Site Rental	325.00
Bill Pmt -Check	20295	1/8/2020	Comcast	UNRESTRICTED:A010-Overhead	Internet and Telephone	366.77
Bill Pmt -Check	20296	1/8/2020	Community Farmland Trust	66900 - Reconciliation Discrepancies		500.00
Bill Pmt -Check	20297	1/8/2020	Jennifer Knight	Depart of Ecology:E100 - ECY Deschutes:E100 - ECY Deschutes	5314113 · Teacher Substitute Stipends	100.00
Bill Pmt -Check	20298	1/8/2020	Kelly Corson	GREEN:G019.110 TCD SS Green Allocation	5314113 · Teacher Substitute Stipends	100.00
Bill Pmt -Check	20299	1/8/2020	LaMotte Company	GREEN:G019.110 TCD SS Green Allocation	5313103 · Project Supplies	2,130.13
Bill Pmt -Check	20300	1/8/2020	Minuteman Press	UNRESTRICTED:A010-Overhead	5313101 · Office Supplies	169.55
Bill Pmt -Check	20301	1/8/2020	Mountain Mist	UNRESTRICTED:A010-Overhead	5313101 · Office Supplies	21.81
Bill Pmt -Check	20302	1/8/2020	North Thurston Public Schools	GREEN:TCC:G019.28 Dawkins	5314113 · Teacher Substitute Stipends	174.88
Bill Pmt -Check	20303	1/8/2020	Olympia School District	GREEN:G019.107 McLane Salmon Trail	5314112 · Bus Transportation	169.00
Bill Pmt -Check	20304	1/8/2020	Pacific Disposal	UNRESTRICTED:A010-Overhead	5314702 · Garbage Service	30.80
Bill Pmt -Check	20305	1/8/2020	Petrocard	UNRESTRICTED:A010-Overhead	5313201 · Vehicle Fuel	79.72
Bill Pmt -Check	20306	1/8/2020	Pioneer Fire & Security, Inc	UNRESTRICTED:A010-Overhead	5314704 · Security Monitoring	78.70
Bill Pmt -Check	20307	1/8/2020	Puget Sound Energy	UNRESTRICTED:A010-Overhead	Electricity and Gas	555.06
Bill Pmt -Check	20308	1/8/2020	Rainier School District No. 307	Depart of Ecology:E100 - ECY Deschutes:E100 - ECY Deschutes	5312017 · Life Insurance	542.14
Bill Pmt -Check	20309	1/8/2020	Regence - Life Insurance	UNRESTRICTED:A010-Overhead	5313102 · Photocopier Usage	37.22
Bill Pmt -Check	20310	1/8/2020	Ricoh, USA Inc - Usage	UNRESTRICTED:A010-Overhead	5312012 · Dental Benefits	364.93
Bill Pmt -Check	20311	1/8/2020	United Concordia Insurance Co	UNRESTRICTED:A010-Overhead	5314103 · Computer Services	571.64
Bill Pmt -Check	20312	1/8/2020	WA St University Energy Program	UNRESTRICTED:A036 - Elections	5314304 · Mileage	2,309.00
Liability Check	EFT	1/9/2020	White, Nora		Payroll	16.82
Liability Check	EFT	1/9/2020	QuickBooks Payroll Service		IRS Payroll Taxes	19,800.55
Liability Check	EFT	1/9/2020	Internal Revenue Service		DRS PERS	6,134.58
Liability Check	EFT	1/9/2020	WA St Dept of Retirement Systems		DRS DCP	10,005.68
Liability Check	EFT	1/10/2020	WA St Dept of Retirement Systems			50.00
Liability Check	EFT	1/13/2020	WA St Dept of L&I		3861009 · State L&I Payable	1,834.25
Liability Check	EFT	1/13/2020	WA St Dept of Employment Security		3861007 · State Unemployment Payable	1,416.23
Check	EFT	1/13/2020	WA St Dept of Revenue	UNRESTRICTED:A010-Overhead	5314307 · Licenses and Permits	31.00
Credit Card Charge	193752-0	1/14/2020	Crains Office Supply	UNRESTRICTED:A010-Overhead	5313101 · Office Supplies	28.39
Credit Card Charge	9125	1/15/2020	Crains Office Supply	UNRESTRICTED:A010-Overhead	5966601 · Office Furniture & Equipment	60.96
Credit Card Charge	9048	1/16/2020	Thurston County Solid Waste	UNRESTRICTED:A010-Overhead	5314702 · Garbage Service	20.00
Credit Card Charge	9126	1/16/2020	UPS	DISTRICT SERVICES:A098 - Soil Tests	5314202 · Postage & Shipping	10.78

Type	Num	Date	Name	Funding Source	Account	Paid Amount
Credit Card Charge	9060	1/17/2020	UPS	DISTRICT SERVICES:A098 - Soil Tests	5314202 · Postage & Shipping	10.54
Credit Card Charge	9127	1/17/2020	Wal Mart	WSSC:W040 - Drought Funding	5313101 · Office Supplies	6.58
Credit Card Charge	9120	1/20/2020	UPS	DISTRICT SERVICES:A098 - Soil Tests	5314202 · Postage & Shipping	10.72
Credit Card Charge	9012	1/21/2020	Ace Hardware	UNRESTRICTED:A010-Overhead	5314400 · Advertising	31.73
Liability Check	EFT	1/21/2020	Internal Revenue Service		IRS Payroll Taxes	6,655.34
Liability Check	EFT	1/21/2020	WA St Dept of Employment Security		3861010 · WA - Family & Medical Leave	376.98
Credit Card Charge	9131	1/22/2020	Western Washington University	RCO:R035 - ESRP Shore Friendly:R035.1 - Ti	5314302 · Staff - Conference & Training	455.00
Credit Card Charge	9049	1/23/2020	Amazon	UNRESTRICTED:A010-Overhead	5314102 · Audit & Accounting	44.58
Credit Card Charge	9050	1/23/2020	UPS	DISTRICT SERVICES:A098 - Soil Tests	5314202 · Postage & Shipping	12.57
Credit Card Charge	9129	1/23/2020	Target	GREEN:G019.106 NOAA B-WET	5313103 · Project Supplies	12.01
Credit Card Charge	9130	1/23/2020	JoAnn	GREEN:G019.106 NOAA B-WET	5313103 · Project Supplies	16.39
Liability Check	EFT	1/23/2020	QuickBooks Payroll Service		Payroll	20,523.16
Credit Card Charge	9138	1/24/2020	Dell	UNRESTRICTED:A010-Overhead	5966402 · Computer & Software Purchases	6,623.69
Liability Check	EFT	1/25/2020	WA St Dept of Retirement Systems		DRS DCP	50.00
Credit Card Charge	9132	1/26/2020	Home Depot	WSSC:W040 - Drought Funding	5966400 · Machinery and Tools	36.76
Bill Pmt -Check	20313	1/28/2020	A & L Western Agricultural Laboratory	UNRESTRICTED:A010-Overhead	5314117 · Soil Testing	557.80
Bill Pmt -Check	20314	1/28/2020	Balsley Sign Company	UNRESTRICTED:A030 - District Communicat	5314400 · Advertising	449.70
Bill Pmt -Check	20315	1/28/2020	EMD Millipore	GREEN:G019.110 TCD SS Green Allocation	5313103 · Project Supplies	590.96
Bill Pmt -Check	20316	1/28/2020	Hach Company	GREEN:G019.110 TCD SS Green Allocation	5313103 · Project Supplies	605.07
Bill Pmt -Check	20317	1/28/2020	National Association of Conservation	UNRESTRICTED:A010-Overhead	5314902 · Dues and Subscriptions	775.00
Bill Pmt -Check	20318	1/28/2020	Petrocard	UNRESTRICTED:A010-Overhead	5313201 · Vehicle Fuel	66.53
Bill Pmt -Check	20319	1/28/2020	Rich USA, Inc.	UNRESTRICTED:A010-Overhead	5314503 · Equipment Leases	185.34
Bill Pmt -Check	20320	1/28/2020	Rushton, Clifford D.	UNRESTRICTED:A010-Overhead	5314301 · Board Travel	158.24
Bill Pmt -Check	20321	1/28/2020	Verizon	UNRESTRICTED:A010-Overhead	5314201 · Telephone	462.86
Bill Pmt -Check	20322	1/28/2020	VSP - Vision Care		5312011 · Medical Benefits	89.43
Bill Pmt -Check	20323	1/28/2020	WA St Dept of Enterprise Services	UNRESTRICTED:A010-Overhead	5966601 · Office Furniture & Equipment	163.40
Check	EFT	1/28/2020	Wells Fargo			8,116.63
Credit Card Charge	9013	1/29/2020	Paypal	DISTRICT SERVICES:A097 - Plant Sale	5314116 · Project Equipment	58.58
Credit Card Charge	9051	1/30/2020	Haggen	UNRESTRICTED:A010-Overhead	Board Meeting Snacks	22.97
Credit Card Charge	9114	1/30/2020	Mecon's	UNRESTRICTED:A010-Overhead	Board Meeting Snacks	52.46
Credit Card Charge	9133	1/30/2020	Safeway	GREEN:G019.110 TCD SS Green Allocation	5313103 · Project Supplies	4.33

Item

7



**TCD Board of
Supervisors
Monthly Work
Session**

**Thursday, March, 2020 (3:00 pm)
2918 Ferguson St SW, Suite A, Tumwater, WA 98512,
360.754.3588**

No.	Item
1.	Topic List Review, All
2.	Staff Presentation: Increasing TCD Volunteers and Community Outreach – Kiana Sinner, Community Outreach Assistant
3.	February 27th, 2020 Minutes Review & Revision, All
4.	Conservation and Education Center Discussion, All
5.	TCD Strategic Plan Timeline Review, All
6.	March Board Meeting Agenda Development, All
7.	Policy Development, All <ul style="list-style-type: none">a. <i>Travel Policies</i>b. <i>Landowner Code of Conduct</i>
8.	Executive Director Evaluation Process and Timeline, All
9.	ED Important Updates & Announcements (<i>if needed</i>), Sarah Moorehead

Long Range Strategic Planning Timeline

Updated February 13th, 2020

March

Board:

-) Begin Board/Staff facilitated discussions on strategic plans

Staff:

-) Compile board/staff plan development into 1st draft plan

April

Board:

-) Review 1st draft plan for discussion at April work session
-) Provide revisions to staff
-) Approve final draft plan at April Board meeting (if ready)

Staff:

-) Review 1st draft plan and provide feedback to Board for April work session discussion
-) Prepare final draft plan for approval at April Board meeting (if ready)

May

Board:

-) Respond to community session feedback
-) *Make additional revisions (if needed)*
-) *Approve final draft plan (if additional time needed)*

Staff:

-) Respond to community session feedback (inclusive of Board comments)
-) *Make additional revisions (if needed)*
-) *Prepare final draft plan (if additional time needed)*

COMMERCIAL LEASE AGREEMENT

This lease is made on the 1st day of January 2020, by and between: **Whitlock Limited Partnership I, General Partner – Terry J. Whitlock**, hereinafter called Lessor, **Thurston Conservation District**, hereinafter called Lessee.

WITNESSETH:

1. Premises: Lessor does hereby lease to Lessee, those certain premises commonly known as Building #1, Suites A & B (address: 2918 Ferguson St. SW, Tumwater, WA 98512) of Mottman Center Warehouses, (hereinafter called “Premises”), being situated upon land described as Parcel #A of BLA #7269. The rented space shall represent approximately 5475 square feet of floor building space.

2. Term: The term of this Lease shall be for Two (2) years and shall commence on the 1st day of February, and shall terminate on the last day of January 2023. Lessee shall have the option to renew this Lease year to year up to an additional five years.

Lessor has agreed to allow Lessee to occupy the lease spaces referenced in this document rent free until such time as their obligation to their current lease has been satisfied. Lessee agrees to aggressively attempt to sublet their current space.

3. Rent: Lessee covenants and agrees to pay Lessor, at the offices of Lessor, 2915 29th Avenue S.W., Suite A, Tumwater, WA 98512, or to such other party or at such other place as Lessor may hereafter designate, monthly ‘base’ rent in the amount of Four Thousand One Hundred Eight dollars (\$4,108) in advance on the first day of each month.

Inflation Protection:

On each anniversary of the commencement date of this lease, the base rent shall be increased to an amount equal to the previous year’s rent plus an amount equal to any increase in the Consumer Price Index, and this sum shall become the base rent for the year following each anniversary. The basis for computing any such increase shall be the United States Department of Labor Statistics Consumer Price Index for all Urban Consumers, Subgroup All Items for ‘Seattle Area’ (1982-1984+100) which is published for the period nearest each anniversary (the “Index”), and such index published one year prior thereto shall be considered the “Base” to be used for calculating adjusted rent at the applicable anniversary date. On each anniversary date, the rent shall be increased by a percentage equal to the percentage increase, if any, in the Index over the base. By way of example, if the applicable Base for the adjustment were 150 and the applicable Index were 155, the percentage increase would be 3 1/3% $((155-150)/150)$ and the rental would be increased by 3 1/3%. If there is no increase in the Index, the rent shall remain the same as in the previous year. If the specified index is discontinued or revised, such other governmental index or computation which replaced the specified index shall be used so as to obtain substantially the same result as if the specified index had not been discontinued or revised.

At no time will the Lessee be allowed to alter or remove any part of the tenant improvement without prior written approval of the Lessor. The Lessee owns only its equipment, fixtures and furniture after the term if the lease has expired. If Lessee is in possession of the premises for a portion of a calendar month, the monthly rent shall be prorated for the number of days of Lessee’s possession during that month. If Lessee does not pay any installment of rent by the tenth (10th) day of the month of its due date, in addition to payment of the overdue rent, Lessee shall bear interest at the rate of eighteen (18) percent per annum from the date due until paid. Any checks

received which are returned for non-sufficient funds will be charged a handling fee of \$50.00, in addition to any other late payment penalty charges.

Security Deposit: A security deposit for Three Thousand Eight Hundred Thirty-five Dollars (\$3,835.00). Lessor hereby acknowledges Three Thousand Eight Hundred Thirty-five (\$3835.00) as a security deposit for any damage that might occur because of actions by the Lessee beyond normal wear and tear. Lessor shall not be required to maintain such security deposit in any separate special account. The existing security deposit remains in force.

4. Utilities and Fees: Lessee agrees to pay all charges for light, heat, water, sewer, garbage, drainage, building security systems and all other utilities and services to the premises during the full term of this lease. Any above charges which are received by the Lessor as a combined billing will be distributed on a square footage prorated basis to each tenant on a billing cycle determined by the Lessor. The Lessee will not receive any prorated charge before service is received and all payments to the Lessor after billing to Lessee are due within ten (10) days. Any late utility and fee payments are subject to an interest rate charge of eighteen percent (18%) per annum until all late charges are paid in full. The above items are not included in the lease payments from Point #3 above. All other items including all license fees and other governmental charges levied on the operation of Lessee's business on the premises will be paid directly by Lessee. In the event the leased premises are a part of a building or larger premises to which such charges are charged as a whole, with the consent of the Lessor, then Lessee agrees to pay, upon demand, a proper and fair share of said charges. Lessee is responsible for Utilities and Fees from the first day of occupancy irrespective of the official lease dates.

In as much as Lessee is not occupying all of the available lease space in the suite, Tenants of the remaining lease space shall share the costs of Utilities and Fees on a per square foot basis.

5. Taxes & Property Insurance: Lessee shall be liable for, and shall pay, throughout the term of this Lease all personal property taxes upon Lessee's fixtures, furnishings, equipment and stock in trade, Lessee's leasehold interest under this Lease or upon any other personal property situated in or upon the Premises. If any governmental authority at any time levies a tax on rentals payable under this lease or a tax in any form against Lessor because of or measured by income derived from the leasing or rental of the Premises, such tax shall be paid by Lessee; provided, however, that Lessee shall not be liable for the payment of any tax imposed on Lessor's gross or net income without regard to the source of such income.

6. Common Areas: If the premises are part of a building occupied by other tenants, Lessee agrees to conform to Lessor's rules and regulations pertaining to the parts of the building that are in common use by tenants. In as much as Lessee is not occupying all of the available space in the suite, Lessee agrees to share restroom and kitchen areas with other occupants. Maintenance of common areas is a joint responsibility between co-tenants of the suite.

7. Repairs and Maintenance: Premises have been inspected and are accepted by Lessee in their present condition unless noted herein at paragraph 29. Lessee shall, at its own expense and at all times, keep the premises neat, clean and in a sanitary condition, and keep and use the premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities. Lessee shall permit no waste, damage or injury to the premises. Any required maintenance and repair of the leasehold improvements are the responsibility of the Lessor. **Lessee is required to utilize carpet pads under desk chairs.**

8. Signs: All signs or symbols placed by Lessee in the windows and doors of the premises, or upon any exterior part of the building, shall be subject to Lessor's prior written approval. Lessor may demand the removal of signs which are not so approved, and Lessee's failure to comply with said request within forty-eight (48) hours will constitute a breach of this paragraph and will entitle Lessor to terminate this Lease or, in lieu thereof, to cause the sign to be removed and the building repaired at the sole expense of the Lessee. At the termination of this Lease, Lessee will remove all signs placed by it upon the premises, and will repair any damage caused by such removal. All signs must comply with sign ordinances and be placed in accordance with required permits.

9. Alterations: After prior written consent of Lessor, Lessee may make alterations, additions and improvements in said premises, at Lessee's sole cost and expense. In the performance of such work, Lessee agrees to comply with all laws, ordinances, rules and regulations of any proper public authority, and to save Lessor harmless from damage, loss or expense resulting from Lessee's negligence or that of its agents or contractors. Unless previously agreed to in writing within the consent noted above and upon termination of this Lease and upon Lessor's request, or Lessor's approval, Lessee shall remove such improvements and restore the premises to its original condition not later than the termination date, at Lessee's sole cost and expense. Any improvements not so removed shall be removed at Lessee's expense provided that Lessee shall pay for any damage caused by such removal.

10. Condemnation: In the event a substantial part of the premises is taken or damaged by the right of eminent domain, or purchased by the condemnor, in lieu thereof, so as to render the remaining premises economically untenable, then this Lease shall be canceled as of the time of taking at the option of either party. In the event of a partial taking which does not render the premises economically untenable, the rent shall be reduced in direct proportion to the leased property taken or Lessee may cancel this Lease at its option. Lessee shall have no claim to any portion of the compensation for the taking or damaging of the land or building. Nothing herein contained shall prevent the Lessee from his entitlement to negotiate for his own moving cost and his leasehold improvements.

11. Parking: Lessee understands that parking is apportioned in conformity with controlling zoning ordinances and that Lessor shall have the right to make such regulations as Lessee deems desirable for the control of parking automobiles on the real property described in Exhibit A or property under Lessor's control, including the right to designate certain areas for parking of the Lessee, employees of Lessee, his customers and other Lessees of said building. The designated parking spaces shall be in front of the spaces leased out to the Lessee only. No signage shall be supplied for this parking for the Lessee.

12. Liens and Insolvency: Lessee shall keep the premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Lessee and shall hold Lessor harmless against the same. In the event Lessee becomes insolvent, bankrupt, or if a receiver, assignee or other liquidation officer is appointed for the business of Lessee, Lessor may cancel this Lease in its Option.

13. Subletting or Assignment: Lessee shall not sublet the whole or any part of the premises, nor assign, mortgage, pledge, or otherwise encumber this lease without the expressed written consent of Lessor, which will not be unreasonably withheld. This lease shall not be assignable by operation of law. Any transfer of a controlling interest in Lessee, including without limitation, any sale, in one sale or in the aggregate, of more than 50% of the outstanding stock of Lessee shall be deemed an assignment. Notwithstanding, Lessor's consent to any assignment, subletting,

or encumbrance, Lessee shall remain liable hereunder unless expressly released from liability from Lessor in writing.

14. Access: Lessor shall have the right to enter the premises at all reasonable times for the purpose of inspection or of making repairs, additions or alterations, and to show the premises to prospective tenants for sixty (60) days prior to the expiration of the Lease term.

15. Possession: If for any reason Lessor is unable to deliver possession of the premises at the commencement of the term of the Lease, Lessee may give Lessor written notice of its intention to cancel this Lease if possession is not delivered within thirty (30) days after receipt of such notice by Lessor. Lessor shall not be liable for any damages caused by delay, and Lessee shall not be liable for any rent until such times as Lessor delivers possession. A delay of possession shall not extend the term or the termination date. If Lessor offers possession of the premises prior to the commencement date of the term of this Lease, and if Lessee accepts such early possession, then both parties shall be bound by all of the covenants and terms contained herein, including the payment of rent during such period of early possession.

16. Damage or Destruction: In the event the premises are rendered untenantable in whole or in part by fire, the elements, or other casualty, Lessee may cancel this Lease at its option, Lessor may elect, at its option, not to restore or rebuild the premises and shall so notify Lessee, in which event Lessee shall vacate the premises and this Lease shall be terminated; or, in the alternative, Lessor shall notify Lessee, within thirty (30) days after the notice of such casualty, that Lessor will undertake to rebuild or restore the premises, and that such work can be completed within one hundred eighty (180) days, and Lessee did not earlier elect to terminate, then the Lease may be terminated at Lessee's option by written ten (10) day notice to Lessor. During the period of untenantability, rent shall abate in the same ratio as the portion of the premises rendered untenantable bears to the whole of the premises.

17. Indemnity: Lessee, as a material part of the consideration to be rendered to Lessor, shall defend, indemnify and save Lessor harmless from and against any and all claims or causes of action which may arise based on the Lessee's occupancy and use of the demised premises by Lessee, its subtenants, invitees, agents, employees, contractors, or licensees. At all times during the term of this Lease, Lessee shall maintain comprehensive general liability insurance covering bodily injury and property damage, including that for which Lessee or its agents, representatives, employees, contractors, subtenants, licensees or invitees may be liable with respect to the Premises. Such liability insurance shall have policy limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and One Million and 00/100 Dollars (\$1,000,000.00) per person for bodily injury and One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for property damage. Each liability policy shall name Lessor as an additional insured and loss payee and shall include a mortgagee endorsement in favor of and in form acceptable to the holder of any deed of trust or mortgage on the Premises. Each liability policy shall provide that notice of cancellation of the policy or any endorsement shall be given to Lessor at least thirty (30) days prior to cancellation. Lessee shall provide Lessor and each lender designated by Lessor with certificates of insurance evidencing such coverage and shall provide evidence of renewal at least thirty (30) days prior to the expiration of such policy or policies.

18. Subrogation Waiver: Lessor and Lessee each herewith and hereby releases and relieves the other and waives its entire right of recovery against the other for loss or damage arising out of or incident to the perils described in standard fire insurance policies and all perils described in the "Extended Coverage" insurance endorsement approved for use in the state where the premises are located, which occurs in, on or about the Premises.

19. Default and Re-entry: Time and exact performance are of the essence of this Agreement, and, in case default shall be made by Lessee in the payment of any rent or other amount payable hereunder upon the date when the same shall become due and payable, and such default continues for five (5) days, after service of written notice of such default by Lessor, or in case default shall be made by Lessee in the performance of any other terms, conditions or covenants of this Lease, other than the covenant for payment of rent or other amounts, and such default shall continue for a period of ten (10) days, after service of written notice of such default by Lessor or Lessee, then Lessor may:

19.1 Enter into and upon the Premises, or any part thereof, and repossess the same, with or without terminating this Lease, and without prejudice to any of Lessor's remedies for rent or breach of covenant, and, in any such event, may, at Lessor's option, terminate this Lease by giving written notice of election so to do, or may, at Lessor's option, let the Premises, or any part thereof.

19.2 Enter upon and take possession of the Premises as the agent of Lessee without terminating this Lease and without being liable to prosecution or any claim for damages. Lessor may re-let all or any portion of the Premises for such term and upon such terms as Lessor sees fit and receive the rent, in which event Lessee shall pay to Lessor on demand actual damages incurred by Lessor, including the cost of repairing and re-letting the Premises and any deficiency arising by reason of such re-letting. If Lessor elects to enter and re-let the Premises, Lessor may at any time thereafter elect to terminate this Lease for Lessee's default.

19.3 Do whatever Lessee is obligated to do by the provisions of this Lease and may enter the Premises without being liable to prosecution or claim for damages in order to accomplish this purpose. Lessee agrees to reimburse Lessor immediately upon demand for any reasonable expenses which Lessor may incur in complying with the terms of this Lease on behalf of Lessee. Lessee agrees that Lessor shall not be liable for any damages to Lessee for such action, whether caused by negligence of Lessor or otherwise.

19.4 Upon any entry of the Premises by Lessor, Lessor may, but shall not be obligated to, remove any personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the risk and expense of the owners thereof, and Lessee shall reimburse Lessor for any expense incurred by it in such removal and storage. Lessor shall have the right to sell the stored property, without notice to Lessee, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the costs of sale, of any amounts then owing from Lessee to Lessor, and finally to Lessee.

19.5 The foregoing rights and remedies given to Lessor are and shall be deemed to be cumulative and in addition to any other remedies available to Lessor at law or in equity, and the failure upon the part of Lessor at any time to exercise any right or remedy hereby given to Lessor shall not be deemed to operate as a waiver of right to exercise such rights or remedies at a future time.

Exception: For the above non-monetary defaults, the lessee will not be in default if the cure is undertaken and diligently pursued to completion and the cure begins within 10 days after notice.

20. Disputes, Costs and Attorney's Fees: If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this Lease, a legal action is instituted, the prevailing party is entitled to reimbursement of all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this Lease may be in the county which the premises are situated.

In the event a dispute shall arise between the parties to this Lease, and the parties are unable to settle the dispute between themselves, it is hereby agreed that the dispute shall then be referred to a mutually agreeable mediator or the nearest office of Washington Arbitration & Mediation Service (WAMS) for resolution within forty-five (45) days of a written request for mediation submitted by either party. The parties agree to participate in at least three hours of mediation in an effort to resolve their dispute and to equally share the costs of the mediation process. In the event the dispute is not fully resolved through mediation, it is hereby agreed that, to the extent allowed by law, the dispute will then be submitted for binding arbitration to a mutually agreeable arbitrator or WAMS for arbitration within 45 days of a written request for arbitration submitted by either party. All arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of Washington Arbitration & Mediation Service and RCW 7.04 et seq. The arbitrator's decision shall be final and binding and judgment may be entered thereon. The parties agree to equally share in the costs of the arbitration process, with the arbitrator having the authority to assess the hearing costs as part of the award. In the event a party fails to proceed with mediation prior to arbitration, fails to proceed with arbitration following an unsuccessful mediation, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to recover his/her costs of suit, including reasonable attorney's fees, to enforce the terms of this agreement, compel arbitration, or defend or enforce any agreement reached or award rendered hereunder.

21. Subordination: Lessee agrees that this Lease shall be subordinated to any mortgages or deeds of trust, placed on the property described in Exhibit A, provided that in the event of foreclosure if Lessee is not then in default and agrees to attorn to the mortgagee or beneficiary under deed of trust, such mortgagee or beneficiary shall recognize Lessee's right of possession for the term of this Lease. Lessee agrees to sign at its option, within ten (10) days after presentation, any agreement presented to it to confirm such subordination.

22. Waiver, Entire Agreement, Modification: Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future similar breach. This Lease contains all the agreements between the parties; and there shall be no modification of the agreements contained herein except by written instrument signed by both parties hereto.

23. Surrender of Premises: Lessee agrees, upon termination of this Lease, to peacefully quit and surrender the premises without notice, leave the premises neat and clean and to deliver all keys to the premises to Lessor.

24. Holding Over: If Lessee, with the implied or express consent of Lessor, shall hold over after the expiration of the term of this Lease, the parties shall remain bound by all the covenants and agreements herein, except that the tenancy shall be from month to month.

25. Binding on Heirs, Successors and Assigns: The covenants and agreements of this Lease shall be binding upon the heirs, executors, administrator, successors and assigns of both parties hereto, except as herein above provided.

26. Americans with Disabilities Act: With respect to the Americans with Disabilities Act, it shall be the Lessor's responsibility to meet all requirements currently in effect for public access. It shall be the Lessee's responsibility to meet all non-discrimination requirements, including provision of auxiliary aids and services, and all requirements, including provisions of auxiliary aids and services, and all requirements, if applicable, regarding non-discrimination and reasonable accommodation for its employees. Each party shall be responsible for compliance with respect to any alterations, renovations or remodels initiated by it.

27. Use: Lessee shall use the premises for the purposes of office space, warehousing, and meeting spaces within the premises and no other purposes, without written consent of Lessor. In the event Lessee's use of the premises increases the fire and extended coverage or liability insurance rates on the building of which the premises are a part, Lessee agrees to pay for such increase. **Lessee agrees they understand this is a no smoking building.**

28. Notice: Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the Lessor at 2915 29th Avenue S.W., Suite A, Tumwater, WA 98512 or to the Lessee at 2915 – 29th Avenue S.W., Suite C, Tumwater, WA 98512, or at such other address as either party may designate to the other in writing from time to time.

29. Riders: Riders, if any, attached hereto, are made a part of this lease by reference and are described as: None.

30. Time of Essence: Time is of the Essence of this Lease.

31. If Lessee is a corporation, each individual execution this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this lease on behalf of said corporation in accordance with duly adopted resolution of the Board of Directors of said corporation or in accordance with the By-Laws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Lessee is a corporation, Lessee shall, within thirty (30) days after execution of this Lease, deliver to Lessor a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

Any dispute, claim or controversy between the Lessee and the Lessor that arises out of or relates in any way to this lease, and/or any attached personal guaranty, shall be resolved through the dispute resolution process contained in this section. Lessee and Lessor agree that should such a dispute arise each shall participate in good faith in at least three hours of mediation. The mediation shall be facilitated by a professional mediator whose fees shall be shared equally by the parties. In the event mediation fails to resolve the dispute, the parties agree to submit the matter to binding arbitration under the auspices of the Washington arbitration by Lessor or Lessee.

By placing their initials below, Lessor and Lessee Expressly acknowledge that each has read and understands this paragraph, that this paragraph is a negotiated portion of the lease and that each party voluntarily has agreed to participate in mediation and arbitration as set forth above.

_____ Lessor

_____ Lessee

IN WITNESS WHEREOF, LESSOR and the _____, LESSEE have caused this lease to be executed this ____ day of January, 2020

WHITLOCK LIMITED PARTNERSHIP I

LESSOR

By: _____
Terry J. Whitlock, General Partner

Date: _____

**THURSTON
CONSERVATION DISTRICT**
LESSEE

By: _____

Date: _____

STATE OF WASHINGTON
COUNTY OF THURSTON

On this _____ day of _____, 20 __, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2014.

NOTARY PUBLIC in and for the
State of Washington
Residing at _____

My Commission Expires: _____

Section 5: Financial Policies: Travel

5.1A Travel Policy -- Employees

Effective Date: January 1, 2001

Updated: _____, ____ 2020

Purpose: To minimize costs to the District and to establish basic guidelines governing the reimbursement of District-related travel and business expenses incurred by District ~~Board Members and~~ District employees.

Policy: **Travel Reimbursement**

The District will reimburse District employees ~~and Board Members~~ for expenses that are reasonable and necessary to conduct TCD business. Washington State travel rates for lodging, subsistence and mileage will be used. Actual expenses will be reimbursed for all other eligible expenses. Expenses that exceed the Washington State travel rates may be reimbursed for events when employees ~~or Board members~~ are required to stay and/or dine at the event or where lodging and sustenance are not available at the State rate.

Travel Status

The Executive Director or the employee's manager/supervisor will determine when an employee is in travel status. Generally travel status will be granted when an employee is required to travel beyond the time normally spent for their daily job duties.

Travel Authorization

The Executive Director or District Auditor will approve all out-of-state or overnight travel plans in advance.

Travel Advances

An employee who wants a travel advance must obtain written approval from the Executive Director. An approved travel advance form must be submitted to accounting at least five (5) days before travel begins. Should employee's plans for travel change, the employee must reimburse the District for any travel advance received.

Travel Arrangements

Travel arrangements should minimize costs to the District. Government discounts, economy vehicles, moderate accommodations and meals, and discount air fares must be used unless there is a bona fide reason for doing otherwise.

Transportation

Private Vehicles: District vehicles are to be used whenever possible for official District business travels. Employees are not eligible for reimbursement for

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47 mileage for personal vehicles unless an appropriate district vehicle is unavailable.
48 Use of private vehicles will be reimbursed at the current State of Washington
49 authorized mileage rate. When multiple employees/board supervisors are
50 traveling via motor vehicle to the same destination, every effort shall be made to
51 travel together.

52
53 *Air Fare:* Air travel will not be reimbursed unless authorized. Maximum payment
54 for air travel is “coach” or “Y” class fare. The Executive Director may authorize
55 “business” class air fare for round trips over 5,000 miles, on a case by case basis.

56
57 Employees are encouraged to take advantage of reduced airfare programs that
58 minimize travel costs to the District. This includes non-refundable discount fares,
59 and travel over Saturday nights (if other per diem costs are less than the
60 discounted fare). Where travel time is extended to use discount fares, the District
61 will reimburse the additional meals and lodging if the total travel expense is less
62 than had travel time not been extended.

63 **Lodging**

64 The District will reimburse lodging at single occupancy or double rates (if two
65 same sex employees share a room). Employees are not required to share lodging.

66
67 The use of moderately priced lodging is required. Motel/Hotels that offer rooms
68 at government rates must be used, wherever available. Employees attending a
69 seminar or conference may use the host facility. Lodging that is located less than
70 two hours driving time from the employee’s residence will not be reimbursed.
71 The Executive Director/ Board Auditor has the discretion to make exceptions to
72 accommodate early flight arrangements or attendance at a conference or seminar.

73 **Subsistence**

74 Subsistence includes all reasonable and necessary charges for breakfast, lunch,
75 and dinner, including tips. Snacks and beverages apart from breakfast, lunch and
76 dinner are not reimbursable.

77
78 The District will not reimburse discretionary expenditures such as video rentals or
79 hospitality bar charges. Alcoholic beverages will not be reimbursed. When
80 complimentary meals are provided in conjunction with a meeting, conference or
81 seminar, reimbursement will not be made for substitute (per diem) meals unless
82 unusual circumstances are explained to and approved by the employee’s
83 supervisor in advance.

84 **Miscellaneous Expenses**

85 Costs associated with vehicles, such as parking fees and tolls, will be reimbursed
86 if reasonable, necessary, and related to District business. The District will not
87 reimburse parking citations or traffic infractions. Wherever possible, receipts
88 should be provided with any requests for reimbursement.
89
90
91
92

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Expenses for telephone, facsimile services, baggage handling, rental cars, and airport limousine services are reimbursable if necessary, reasonable, and related to District business.

Laundry and dry cleaning charges on trips of more than five (5) days are reimbursable. Cleaning charges for accidental clothing damage that occurs while traveling on District business is reimbursable.

Expenses directly related to international travel requirements, such as visas and inoculations, are reimbursable.

Meetings

Expenses incurred in conducting business meetings are reimbursable if properly documented. These include facility charges and meals. Documentation must include the date, business purpose, location of meeting, and names and business affiliations of those attending.

Procedure: The Executive Director and the District Accountant/Treasurer will review each expense reimbursement form and supporting documentation for reasonableness, compliance and approval in accordance with this policy. Additional explanations must be supplied for any item that is not self-explanatory or is unusual.

All reimbursement of business expenses will be requested through the District's Travel Expense Voucher. All employee and volunteer reimbursement requests must be submitted within two weeks of travel, or sooner, if tied to a grant that expires within that time period. All board members reimbursement requests must be submitted within 30 days of travel, unless otherwise arranged through the Executive Director.

Receipts must support all expenses not included in the Washington State travel rates. Incidental expenses (including parking lot or parking meter fees) without a receipt or lost receipts may be reimbursed at the discretion of the supervisor.

Employees, board members, and volunteers attending the same meeting will generally submit separate claims. Items for which reimbursement is sought must be itemized by date and expense, i.e. meals, phone, facilities, etc. and include the purpose of the trip.

Acceptable documentation includes cash requester receipt or credit card receipt. Detailed billing information provided by the credit card company may be substituted for cash register receipts. Restaurant table receipts must document food and beverages consumed. Meals that are covered under per diem rates do not submittal of receipts.

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5.1A-1B Travel Policy -- ~~Employees~~Supervisors

Effective Date: January 1, 2001

Updated: ____, ____ 2020

Purpose: To minimize costs to the District and to establish basic guidelines governing the reimbursement of District-related travel and business expenses incurred by District Board Members ~~and District employees~~.

Policy: **Travel Reimbursement**

The District will reimburse District employees and Supervisor Board Members for expenses that are ~~reasonable and necessary to conduct TCD business~~directly and reasonably related to their role as a Supervisor. Washington State travel rates for lodging, subsistence and mileage will be used. Actual expenses will be reimbursed for all other eligible expenses. Expenses that exceed the Washington State travel rates may be reimbursed for events when employees or Board members are required to stay and/or dine at the event or where lodging and sustenance are not available at the State rate.

Travel Status and Approval

~~The Executive Director or the employee's manager/supervisor will determine when an employee is in travel status. Generally travel status will be granted when an employee is required to travel beyond the time normally spent for their daily job duties. Prior to travel for which a Supervisor plans to request reimbursement, the Supervisor must inform the Board of the planned travel. Such travel shall not be disallowed if it is reasonably related to the Supervisor's role as a Supervisor and if there is money remaining in the approved travel budget. If the cost of travel is likely to exceed the travel budget, then the travel must be approved by motion at a Board meeting prior to the travel for the Supervisor to be entitled to reimbursement hereunder.~~

Travel Authorization

~~The Executive Director or District Auditor will approve all out of state or overnight travel plans in advance.~~

Travel Advances

~~An employee who wants a travel advance must obtain written approval from the Executive Director. An approved travel advance form must be submitted to accounting at least five (5) days before travel begins. Should employee's plans for travel change, the employee must reimburse the District for any travel advance received.~~

Travel Arrangements

Travel arrangements should minimize costs to the District. Government discounts, economy vehicles, moderate accommodations and meals, and discount air fares must be used unless there is a bona fide reason for doing otherwise.

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185 **Air Transportation**

186 ~~Private Vehicles: District vehicles are to be used whenever possible for~~
187 ~~official District business travels. Employees are not eligible for reimbursement~~
188 ~~for mileage for personal vehicles unless an appropriate district vehicle is~~
189 ~~unavailable. Use of private vehicles will be reimbursed at the current State of~~
190 ~~Washington authorized mileage rate. When multiple employees/board~~
191 ~~supervisors are traveling via motor vehicle to the same destination, every effort~~
192 ~~shall be made to travel together.~~
193

194 ~~Air Fare: Air travel will not be reimbursed unless authorized. Maximum~~
195 ~~payment for air travel is "coach" or "Y" class fare. The Executive Director may~~
196 ~~authorize "business" class air fare for round trips over 5,000 miles, on a case by~~
197 ~~case basis.~~
198

199 ~~Employees-Supervisors~~ are encouraged to take advantage of reduced
200 airfare programs that minimize travel costs to the District. This includes non-
201 refundable discount fares, and travel over Saturday nights (if other per diem costs
202 are less than the discounted fair). Where travel time is extended to use discount
203 fares, the District will reimburse the additional meals and lodging if the total
204 travel expense is less than had travel time not been extended.
205

206 **Lodging**

207 The District will reimburse lodging at single occupancy or double rates (if two
208 same sex Supervisors and/or employees share a room). ~~Employees-Supervisors~~
209 ~~and employees~~ are not required to share lodging.
210

211 The use of moderately priced lodging is required. Motel/Hotels that offer rooms
212 at government rates must be used, wherever available. Employees attending a
213 seminar or conference may use the host facility. Lodging that is located less than
214 two hours driving time from the ~~employee's-Supervisor's~~ residence will not be
215 reimbursed. The ~~Executive Director/~~ Board Auditor has the discretion to make
216 exceptions to accommodate early flight arrangements or attendance at a
217 conference or seminar.
218

219 **Subsistence**

220 Subsistence includes all reasonable and necessary charges for breakfast, lunch,
221 and dinner, including tips. Snacks and beverages apart from breakfast, lunch and
222 dinner are not reimbursable.
223

224 The District will not reimburse discretionary expenditures such as video rentals or
225 hospitality bar charges. Alcoholic beverages will not be reimbursed. When
226 complimentary meals are provided in conjunction with a meeting, conference or
227 seminar, reimbursement will not be made for substitute (per diem) meals unless

unusual circumstances are explained to and approved by the employee's supervisor in advance.

Miscellaneous Expenses

Costs associated with vehicles, such as parking fees and tolls, will be reimbursed if reasonably ~~and e,~~ reasonably and necessarily incurred by a Supervisor traveling under this Section, necessary, and related to District business. The District will not reimburse parking citations or traffic infractions. Wherever possible, receipts should be provided with any requests for reimbursement.

Expenses for telephone, facsimile services, baggage handling, rental cars, and airport limousine services are reimbursable if reasonably and necessarily incurred by a Supervisor traveling under this Section, ~~necessary, reasonable, and related to District business.~~

Laundry and dry cleaning charges on trips of more than five (5) days are reimbursable if reasonably and necessarily incurred by a Supervisor traveling under this Section. ~~Cleaning charges for accidental clothing damage that occurs while traveling on District business is reimbursable.~~

Expenses directly related to international travel requirements, such as visas and inoculations, are reimbursable if reasonably and necessarily incurred by a Supervisor traveling under this Section.

Meetings

Expenses incurred in conducting business meetings are reimbursable if properly documented and if reasonably and necessarily incurred by a Supervisor traveling under this Section. These include facility charges and meals. Documentation must include the date, business purpose, location of meeting, and names and business affiliations of those attending.

Procedure: The ~~Executive Director and the District Accountant/Treasurer~~ Board Auditor will review ~~each expense reimbursement form and~~ supporting documentation for reasonableness ~~and~~ compliance ~~and approval in accordance~~ with this policy. Additional explanations must be supplied for any item that is not self-explanatory or is unusual.

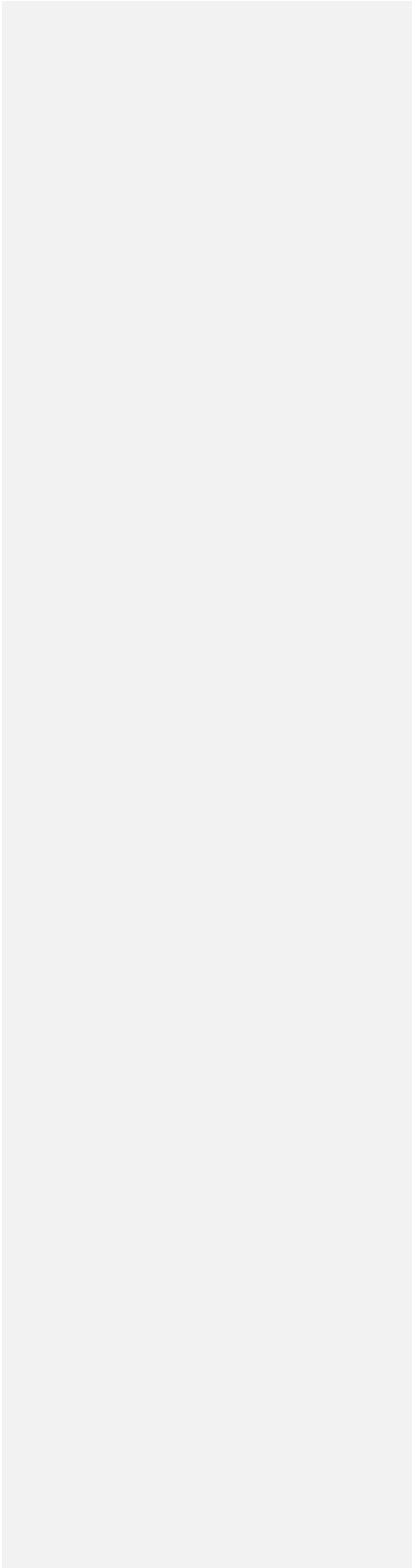
~~All reimbursement of business expenses will be requested through the District's Travel Expense Voucher. All employee and volunteer reimbursement requests must be submitted within two weeks of travel, or sooner, if tied to a grant that expires within that time period. All board members reimbursement requests must be submitted within 30 days of travel, unless otherwise arranged through the Executive Director.~~

Receipts must support all expenses not included in the Washington State travel rates. Incidental expenses (including parking lot or parking meter fees) without a receipt or lost receipts may be reimbursed at the discretion of ~~the supervisor~~ the Board Auditor.

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Employees, board members, and volunteers attending the same meeting will generally submit separate claims. Items for which reimbursement is sought must be itemized by date and expense, i.e. meals, phone, facilities, etc. and include the purpose of the trip.

Acceptable documentation includes cash requester receipt or credit card receipt. Detailed billing information provided by the credit card company may be substituted for cash register receipts. Restaurant table receipts must document food and beverages consumed. Meals that are covered under per diem rates do not submittal of receipts.



5.1C Travel Policy -- Volunteers

Effective Date: January 1, 2001

Updated: _____, 2020

Purpose: To minimize costs to the District and to establish basic guidelines governing the reimbursement of District-related travel and business expenses incurred by District District volunteers.

Policy: District Volunteers shall follow Policy 5.1A, the Employee Travel Policy, unless their travel was approved by special motion of the Board of Supervisors, in which case they shall follow Policy 5.1B, the Supervisor Travel Policy.



Thurston Conservation District RESOLUTION

Resolution #2020-02

Subject: Executive Director Benefits

**A RESOLUTION OF THE THURSTON CONSERVATION DISTRICT,
TO EXTEND BENEFITS OF THE THURSTON CONSERVATION DISTRICT'S COLLECTIVE
BARGAINING AGREEMENT TO THE EXECUTIVE DIRECTOR**

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

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

THEREFORE, the following articles of the Thurston Conservation District's collective bargaining agreement are extended to the Executive Director, effective January 1st, 2020:

-) Article 21 Holidays
-) Article 23 Scientific Integrity and Freedom of Speech
-) Article 25 Travel
-) Article 27 Health Care Coverage and Wellness
- ~~) Article 30 Resignation~~
-) Article 31 Employee Privacy
-) Article 32 Legal Defense
-) Article 36 Sick Leave
-) Article 37 Vacation Leave
-) Article 38 Miscellaneous Leave
-) Article 39 Family and Medical Leave
-) Article 40 Shared Leave, but only by participating as a grantor of leave to an employee, not as a recipient of leave from an employee.
-) Article 42 Compensation (~~4142~~.1 B, 42.1 C, and 42.1 D only)
-) Article 43 Child Friendly Workplace

**ADOPTED AT A REGULAR BOARD MEETING BY THE BOARD OF THE THURSTON
CONSERVATION DISTRICT ON FEBRUARY 27TH, 2020.**

TJ Johnson, Board Chair

Paul Pickett, Board Member

Betsie DeWreede, Vice Chair

Doug Rushton, Board Member

David Iyall, Board Auditor

ATTEST:

Sarah Moorehead, Executive Director

DRAFT



February 27th, 2020

Thurston County Community Planning & Economic Development
C/O Shannon Shula, Associate Planner
2000 Lakeridge Dr. SW
Olympia WA, 98502

Re: 2020-21 Docket – Support for Agricultural Policies and Programs Review

Dear Shannon Shula,

Thurston Conservation District strongly supports a review agricultural lands, including policies, prime farmland soils, and conservation programs such as transfer and purchase of development rights, to ensure support for agriculture.

Thurston CD recommends that the Board of County Commissioners place CPA-16, Community-Driven Review of Agricultural Policies and Programs, recommended by the Thurston County Planning Commission, on the Final Official Docket for 2020-21. To support a comprehensive analysis, Thurston CD recommends including CPA-8, Transfer of Development Rights/Purchase of Development Rights Programs, as a component of the CPA-16 Agricultural Policies and Programs review.

Thurston CD is committed to supporting these docket items and is happy to collaborate with Thurston County on a review of agricultural policies and programs. Thank you for your partnership in support of working lands, conservation and agricultural viability in Thurston County.

Sincerely,

Tj Johnson, Board Chair
Thurston Conservation District



Item

10

To: TCD Board of Supervisors
From: Sarah Moorehead (*Executive Director*)
Date: February 27th, 2020
Subject: Executive Director's Report



Priority Initiative Updates

Working Lands Preservation

There has been a lot of progress on the Working Lands Preservation front. Here are some additional details and next steps for the coming months.

In the last month, I have met with partners at Thurston County, US Fish and Wildlife Service (USFWS), WSU Extension, Community Farmland Trust (CFLT), Washington State Conservation Commission (WSCC), City of Olympia and more to discuss our commitment to supporting robust working lands preservation efforts in Thurston County and the develop of a broad and collaborative Regional Conservation Partnership Program (RCPP) grant.

To ensure a successful initiative and RCPP grant submission, broad collaboration and initial groundwork is needed to identify priorities and bring both partners and community members to the table. Thurston CD is working with partners at WSU Extension, Thurston County, PCC Farmland Trust and the Center for Natural Lands Management on a planning grant to bring additional resources, capacity and facilitation to help conduct this groundwork successfully.

Our local Sentinel Landscape Partnership group is a broad group of organizational and citizen partners focused on ensuring habitat conservation, agricultural viability and military readiness around JBLM. This group includes local, state and federal government partners, as well as non-profits and community members who are committed to working together on the shared goals among these compatible land uses. I will be presenting and facilitating, along with other governmental and organizational leaders at a meeting on March 3rd, to identify additional areas of collaboration, funding, programs and outreach opportunities. This information will be used to support many shared conservation and working lands preservation goals into the future.

In early February, Board Chair Tj Johnson and myself met with City of Olympia Parks staff and members of the Community Farmland Trust (CFLT) to discuss the future of the Zahn Parcel (Spooner Berry Farm on Yelm Hwy). Thurston CD and the CFLT discussed the City of Olympia's policy on a zero net loss of agricultural lands, along with strategies for both onsite mitigation (continued agricultural use) and establishing a mitigation fund for conservation of other agricultural lands within the city. Thurston CD has offered to assist in future planning for the use of this site and strategies to support the zero net loss policy.

Looking forward, many of these moving pieces will continue to gel and intertwine as partners and community members develop strategies and secure funds to successfully preserve working lands in our area. The opportunity to meet shared organizational

goals, preserve prime agricultural lands, protect listed species and support our community appears to be ripe and many are coming to the table in collaboration to ensure a successful local working lands preservation initiative.

2019 Annual Report

Staff are finishing compiling the 2019 Annual Work Plan Report, which will be shared in early March. This report will showcase the progress that Thurston CD has made on our annual plan goals during the 2019 calendar year. Copies will be submitted to Thurston County as part of our final report for the 2019 Rates and Charges funding.

In addition, Thurston CD staff are working to put together an interactive story map of past and present Thurston CD projects that will help us tell our story publicly as a community service organization. The story map will be available on our website and shared via web links and social media. Story maps use Geographic Information System (GIS) tools to combine geospatial data with photos, video, audio, and text. This is a great way to increase public engagement and share data in a non-technical and highly visual communication style. The story map is anticipated to be available on our website this summer, and will be continually updated with both future and historical project data.

2020 Native Plant Festival & Sale

Our Annual Native Plant Festival is coming up on Saturday, February 29th from 10am – 3pm at the Thurston County Fairgrounds. This event is an amazing community building and community outreach event for the District. This year we have 20 vendors joining us, including some hot food vendors, live music, and a fun photo booth!

District Operations

February 27th, 2020 Action Items:

- 1. Staff will present a report on unspent funds that can be allocated for discussion at the February Board Meeting.**
In progress. After additional direction at the February work session, this further discussion will occur during 2020 mid-year budget revision process. At this time, the staff recommendation is to keep the unspent funds in the checking account to help maintain a solid cash flow between the major installments of rates and charges.
- 2. Staff will add a Budget update in the Newsletter noting our financial accomplishments in 2019. Supervisor Johnson suggested “Financially Strong and Increasingly Secure” as a proposed title.**
In progress. Article will be published in the March 2020 TCD Newsletter.
- 3. Board and Staff will bring concerns about the 2020 lease agreement and possible building repairs to the February Board Meeting.**
In progress. This item is on the 2.25.2020 staff meeting agenda for discussion. In addition, Whitlock Partnership agreed to address existing maintenance issues highlighted.
- 4. ED will bring suggestions on how to structure the conversation about ED roles and responsibilities.**
Completed. TCD Chair and ED met to develop a process and timeline for presentation and discussion at the March Board Work Session.

5. **Supervisor Rushton and ED will present staff member Nora White with a token of appreciation for the amazing job she did facilitating the election, which will be presented to her at the first Strategic Plan meeting.**
In progress. Supervisor Rushton and ED to complete this action item in March.
6. **Staff will create a proposed timeline for the Strategic Plan process.**
Completed. Updated Strategic Plan timeline included in February Board Packet. ED to meet with WSCC to finalize planning session outline for March sessions.
7. **Staff will look into possibility of engaging a financial consultant to help define how much the Conservation and Education Center would cost and build a concept that we can add to midyear budget review.**
In progress. Further direction provided by TCD Board at February work session regarding timing and interest in consultants. ED is working to arrange discussion with Tom Salzer for late spring or early summer 2020 re: Clackamas SWCD's Education Center construction experience.
8. **Board would like to have a staff potluck before the first Strategic Plan meeting.**
In progress! Looking forward to it!
9. **ED will work with Counsel Cushman on a draft of ED's benefit package.**
Completed. Updated resolution draft sent via email to Board on 2.24.2020.
10. **Staff will find out who the next regional NRCS contact is.**
Completed. Information sent electronically to Board and staff. Amy Hendershot is current contact while a hiring process will be conducted to fill Jeff Swotek's position.

Long Range Strategic Plan Timeline Update

Please see below for an updated timeline for our strategic planning process:

March

-) Begin Board/Staff facilitated discussions on strategic plans.
-) Compile 1st draft plan for Board review and discussion at the April work session.

April

-) Review 1st draft plan for discussion at April work session
-) Provide revisions to staff (if any)
-) Review final draft plan at April Board meeting
-) Final draft plan is available for community review/comment

May

-) Comments on final draft plan are discussed at May work session
-) Provide final revisions to staff (if any)
-) Approve final plan at May Board meeting
-) Plan shared publicly with community

Conservation Accountability and Performance Program (CAPP)

WSCC is beginning the evaluation phase of CAPP. Attached are the 2020 CAPP program guidelines for reference. Individual CD preliminary reports will be available soon, before finalization later this year. An internal assessment shows that Thurston CD is on track to full CAPP compliance.

Annual Financial Report (Schedule 22)

Thurston CD staff are working to prepare and submit the Schedule 22 Annual Financial Report the State Auditor's Office. A copy of the guidance is attached for reference and a copy of the completed report will be provided to the Board.

Annual Work Plan

Thurston CD's Annual Work plan is due to WSCC by May 29th, 2020. The District is on track to provide a final annual plan to the Board to consider for approval at the May 28th, 2020 Board meeting. The 2020 Annual Work Plan will be reflective of the elements identified in Thurston CD's 2020 – 2024 Strategic Plan.

WSCC Budget Meeting: April 14th – 15th Ellensburg, WA

The Washington State Conservation Commission will hold a two day biennial budget development workshop planned on April 14th-15th in Ellensburg. This is a time where leadership from districts throughout the state come to discuss funding needs for conservation practices and programs for the next biennial budget. Once a budget package is proposed, CDs can work with elected officials in their area to demonstrate these dollars on the ground and the individual needs in their communities.



January 2020 Staff Report

Progress on Annual Plan

Goals Worked On	Work Done
9	) Assisted 1 landowner to implement water use efficiencies
12	) 12 soil test reports
13	) 6 Soil Test for producers
15	) Completed 1 Planting plan
22	) Conducted two site visits for Irrigation Management Plans) 32 Producers tracked with TA's, 6 out of 32 in SPD) 9 visits with landowners (horse, cattle, alpaca, row crops, and a homesteader)
27	) Added a shoulder seed spreader to the equipment rental program
28	) Finished and delivered one IMP) Recommended 11BMP's) Provided TA to 9 landowners
29	) 9 recommended BMPS) Recommended 3 BMPS
30	) 7 BMP's implemented
37	) Attended both SSFSN and STEDI monthly meetings) Submitted NACD Urban Ag Grant Application
41	) Served 13 commercial operations and 17 backyard homestead gardens) Served 7 commercial operation and 2 backyard farmers
48	) Attended Cascadia Grains Conference
50	) Submitted NACD Urban Ag Grant) Continued partnership with TCFB
60	) Assisted TCD staff in creating new outreach materials that match TCD branding
61	) Outreach to local elected at monthly STEDI meeting
71	) SSG to host at least 3 professional development opportunities for teachers to strengthen their knowledge of local conservation issues
78	) Shared information about the district with 30 community members at Cascadia Grains Conference
90	) Calculated and filed the <i>2019 Annual Survey of Local Government Finances</i> with the US Census Bureau
94	) 35 new newsletter subscribers, 73 new Facebook likes, 14,730 reach on Facebook

Staff Highlights

-) A highlight of the month for me was being able to attend the Cascadia Grains Conference. It was very informative and exciting to hear developments in the area of local grain infrastructure, processing, and added-value products, and what I learned there, I will relate back to landowners who are actively interested in grain production.
-) In January, I completed an Irrigation Management Plan for an organic vegetable farm in the Budd/Deschutes watershed.
-) Had three site visits with engineers from Mason CD; one for a Waste Storage Facility, another for Heavy Use Area, and the third was a site where both those practices will be implemented. It was great collaborating with the engineer and landowner to achieve the farmers' goals and take into account the environmental impact of the practice has on the natural resources.
-) This month I worked on a variety of projects. I personally enjoyed planning the workshop 'Gardening with Native Plants.' I enjoyed creating a PowerPoint and workshop activity that will help our audience learn about using native plants to increase water quality. Also, I enjoyed attending the Cascadia Grains Conference. I learned about interesting research being conducted by our community partners and learned some useful social media tips from local producers.
-) Held a successful 2020 election!
-) South Sound GREEN: Partnered on NOAA Environmental Literacy grant proposal; held South Sound GREEN Advisory Meeting; planning for winter water quality testing and Student GREEN Congress (3/19/2020). Led salmon dissections at Rainier High School.
-) I had the opportunity to spend the WACD Legislature day at the capitol with the ED and two supervisors. I learned about how we can enact change on the state level.
-) This month much of my work was focused on identifying and developing projects for the current ASRP Project Development Grant Round, which funds multi-benefit projects as part of the ongoing Chehalis Basin Strategy work. We identified two projects, one in the Independence Valley, and one in the Skookumchuck Valley and completed grant applications for both.