



# Thurston Conservation District Board of Supervisors Work Session Topic List & Board Meeting Agenda

July 25, 2023, 5:00 pm -7:15 pm

Zoom Meeting Link:

<https://zoom.us/j/91658577844?pwd=cDgvaC9jcWRBU0luUFFHc1lrb3hLQT09>

**Passcode: 2918**

Meeting ID: 916 5857 7844

Call in: 1-253-215-8782

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## Work Session Topic List

5:00 pm – 6:00 pm

1. Topic List Review, *All*
2. Staff Presentation: Wildfire Ready Neighbors, *Jae Townsend (Education & Outreach Specialist)*
3. 2023 Mid-Year Budget Review, *Sarah Moorehead*
4. Proposed Resolutions:
  - a. Resolution #2023-04 WSCC Cost Share Rate
  - b. Resolution #2023-05 Cooperator Labor Rate
5. New Office Update, *Sarah Moorehead*
6. Annual Awards, *Sarah Moorehead*
7. 2023 WACD Resolutions, *All*
8. Important Updates & Announcements
  - a. Board of Supervisors, *All*
  - b. Executive Director, *Sarah Moorehead (Executive Director)*

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## Board Meeting

6:30 pm – 7:30 pm

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|---|----------------------|
| 1. Welcome, Introductions, Audio Recording Announcement | 6:30 PM<br>5 minutes |
| 2. Agenda Review  | 6:35 PM<br>5 minutes |
| 3. Consent Agenda – <i>Action Item</i>                  | 6:40 PM              |
| A. June 27, 2023, Board Work Session & Meeting Minutes  | 5 minutes            |
| B. July 2023 Financial Report                           |                      |
| C. South Sound Shellfish Recovery NTA                   |                      |

- D. Thurston County Voluntary Stewardship Program (VSP)
- E. FY23-24 Engineering Cluster Agreement
- F. Resolution #2023-04 WSCC Cost Share Rate
- G. Resolution #2023-05 Cooperator Labor Rate

<b>4. Public Comment</b>	<b>6:45 PM</b>
*Three minutes per person	<i>10 minutes</i>
<b>5. Partner Reports (if present)</b>	<b>6:55 PM</b>
A. Natural Resources Conservation Service (NRCS), <i>TBD</i>	<i>15 minutes</i>
B. Washington State Department of Ecology (ECY), <i>Travis Casey</i>	
C. Washington State Conservation Commission (WSCC), <i>Jean Fike</i>	
D. Washington Association of Conservation Districts (WACD), <i>Doug Rushton</i>	
E. National Association of Conservation Districts (NACD), <i>Doug Rushton</i>	
<b>6. Conservation and Education Center Feasibility Study: Mid-Project Update,</b> <i>James Stanton, Heartland et al</i>	<b>7:10 PM</b> <i>30 minutes</i>
<b>7. Governance, All – Action Item</b>	<b>7:40 PM</b>
A. August 22, 2023, Work Session Topic List & Meeting Agenda Development	<i>5 minutes</i>
<b>Adjourn</b>	<b>7:45 PM</b>
<b>Informational Only Items:</b>	
<i>I. Executive Director's Report</i>	

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## Important Dates

### August 2023

NACD Pacific/Southwest Region Meeting, Lake Tahoe, NV	August 23-25
TCD Board Work Session & Meeting 5:00 -7:30 pm In-person and Virtual (Zoom)	August 22

### September 2023

WACD Board of Directors Meeting 6:00 -8:30 pm	September 18
TCD Board Work Session & Meeting 5:00 -7:30 pm In-person and Virtual (Zoom)	September 26

### October 2023

WACD Board of Directors Meeting 6:00 -8:30 pm	October 16
TCD Board Work Session & Meeting 5:00 -7:30 pm In-person and Virtual (Zoom)	October 24

# Item

# 3



## Thurston Conservation District Consent Agenda Decision Sheet July 25, 2023 Board Meeting

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### A. June 27, 2023 Board Meeting and Work Session Minutes

a. Proposed action: accept without amendment and approve.

b. Action was taken:

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

### B. July 2023 Financial Report

a. Proposed action: accept without amendment and approve.

b. Action was taken:

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

### C. South Sound Shellfish Recovery NTA

a. Proposed action: accept without amendment and approve.

b. Action was taken:

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

### D. Thurston County Voluntary Stewardship Program (VSP)

a. Proposed action: accept without amendment and approve.

b. Action was taken:

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

### E. Engineering Cluster Agreement

a. Proposed action: accept without amendment and approve.

b. Action was taken:

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

### F. Resolution #2023-04 WSCC Cost Share Rate

a. Proposed action: accept without amendment and approve.

b. Action was taken:

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

### G. Resolution #2023-05 Cooperator Labor Rate

a. Proposed action: accept without amendment and approve.

b. Action was taken:

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

ADOPTED BY THE BOARD OF THE THURSTON CONSERVATION DISTRICT, WASHINGTON ON July 25, 2023, AND EFFECTIVE IMMEDIATELY

SIGNED:

\_\_\_\_\_  
TJ Johnson, Board Chair

\_\_\_\_\_  
Helen Wheatley, Board Vice-Chair

\_\_\_\_\_  
David Iyall, Board Auditor

\_\_\_\_\_  
Doug Rushton, Board Member

\_\_\_\_\_  
Betsie DeWreede, Board Member

\_\_\_\_\_  
Attest: Sarah Moorehead, Executive Director

# Thurston Conservation District Board of Supervisors

## Work Session Minutes

June 27, 2023

Hybrid: In-Person and Virtual on Zoom

Originally Scheduled: 5:00 pm – 6:00 pm

Actual Meeting Time: 5:00 pm – 6:06 pm



### Present at Work Session:

TJ Johnson, TCD Board Chair

Doug Rushton, TCD Board Supervisor

Helen Wheatley, TCD Board Vice Chair

Betsie DeWreede, TCD Board Supervisor

David Iyall, TCD Board Supervisor

Sarah Moorehead, TCD Executive Director

Sophia Barashkoff, TCD Staff

Stephanie Bishop, TCD Staff

Kirsten Hill, TCD Staff

- 1        **1.** Topic List Review, *All*
- 2        **2.** Staff Presentation: 30th Annual Student GREEN Congress, *Stephanie Bishop*
- 3        **3.** Minutes Review & Revision, *All*
- 4            a. March 28, 2023, Board Work Session & Meeting Minutes
- 5        **4.** Conservation and Education Center (CEC) Development Update, *All*
- 6        **5.** New Office Update, *All*
- 7        **6.** 2023 WACD Resolution Ideas, *Sarah Moorehead*
- 8        **7.** WADE Update, *Sarah Moorehead & Doug Rushton*
- 9        **8.** Important Updates & Announcements
- 10           a. Board of Supervisors, *All*
- 11           b. Executive Director, *Sarah Moorehead (Executive Director)*

Respectfully,

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TJ Johnson, TCD Board Chair

# Thurston Conservation District Board of Supervisors

## Regular Board Meeting Minutes

June 27, 2023

Hybrid: In-Person and Virtual on Zoom

Originally Scheduled: 6:30 pm – 7:30 pm

Actual Meeting Time: 6:30 pm – 7:26 pm



### Present at Meeting:

TJ Johnson, TCD Board Chair

Helen Wheatley, TCD Board Vice Chair

Betsie DeWreede, TCD Board Supervisor

Doug Rushton, TCD Board Supervisor

David Iyall, TCD Board Supervisor

Sarah Moorehead, TCD Executive Director

Sophia Barashkoff, TCD Staff

Stephanie Bishop, TCD Staff

Kirsten Hill, TCD Staff

Travis Casey, Department of Ecology (DOE)

Ben Cushman, TCD Legal Council

### Summary of Action Items

- 1       •   None.

### Summary of Motions Passed

2  
3   *Supervisor Rushton moved to approve the Agenda. Supervisor Iyall seconded. Motion passed*  
4   *unanimously, (5-0).*

5   *Supervisor DeWreede moved to approve the Consent Agenda. Supervisor Wheatley seconded.*  
6   *Motion passed unanimously, (5-0).*

7   *Supervisor DeWreede moved to adjourn the June 27, 2023 TCD Board Meeting. Supervisor*  
8   *Wheatley seconded. Motion passed unanimously, (5-0).*

### Full Version of the Minutes

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#### 9   Welcome & Introductions

10   At 6:30 pm, TCD Board Chair TJ Johnson called the June 27, 2023 Regular Board Meeting to  
11   order via the Zoom online forum. TCD Board and Staff and Legal Counsel were introduced by  
12   the Board Chair. For each vote, TCD Board Chair Johnson called out Supervisors by name. He  
13   announced that the meeting was being video recorded. TCD Supervisors Johnson, DeWreede,  
14   and Wheatley attended the meeting virtually. Supervisors Rushton, Iyall and Executive Director  
15   Moorehead attended the meeting in person at the TCD office.

#### 16   Agenda Review

17   The agenda was changed to extend the time for both executive sessions and Item I was added  
18   to the Consent Agenda.

19   *Supervisor Rushton moved to approve the Agenda. Supervisor Iyall seconded. Motion passed*  
20   *unanimously, (5-0).*

21 **Consent Agenda**

- 22 A. May 23, 2023, Board Work Session & Meeting Minutes  
23 B. June 2023 Financial Report  
24 C. NACD REPI Challenge MOA  
25 D. Riverbend Fish Passage Improvement  
26 E. FY23-25 WSCC Master Contract  
27 F. FY23-25 TCD WSCC Authorized Signature Form  
28 G. FY23 TCD WSCC Implementation Addendum  
29 H. FY23-24 TCD WSCC CREP Addendum  
30 I. TCD/PFW Restoring South Sound Prairies Amendment

31 ***Supervisor DeWreede moved to approve the Consent Agenda. Supervisor Wheatley seconded.***  
32 ***Motion passed unanimously, (5-0).***

33 **Public Comment**

34 No public members were present.

35 **Partner Reports**

- 36 A. Natural Resources Conservation Service (NRCS) Update, TBD  
37 • NRCS has not yet hired the new local field office staff member.  
38 B. Department of Ecology (DOE) Update, Travis Casey  
39 • Mr. Casey provided an update.  
40 C. Washington State Conservation Commission (WSCC) Update, Jean Fike  
41 • Ms. Fike was not present. No report was provided.  
42 D. Washington Association of Conservation Districts (WACD) Update, TCD Supervisor and  
43 WACD Board Member Rushton  
44 • Supervisor Rushton provided a written update which was included in the board  
45 packet.  
46 E. National Association of Conservation Districts (NACD) Update, TCD Supervisor and NACD  
47 Board Member Rushton  
48 • Supervisor Rushton provided a written update which was included in the board  
49 packet.

50 **Governance**

- 51 A. July 25<sup>th</sup>, 2023 Work Session Topic List & Meeting Agenda Development

52 **Work Session**

- 53 • Topic List Review, *All*  
54 • Staff Presentation: Wildfire Ready Neighbors, Jae Townsend (Education &  
55 Outreach Specialist)  
56 • 2023 Mid-Year Budget Review, *Sarah Moorehead*  
57 • Conservation & Education Center (CEC) Development, *All*

- 58 • New Office Update, *Sarah Moorehead*
- 59 • 2023 WACD Resolutions, *All*
- 60 • Updates & Announcements
- 61 ○ Board of Supervisors, *All*
- 62 ○ Executive Director, *Sarah Moorehead (Executive Director)*

### 63 **Board Meeting Agenda**

- 64 • Welcome, Introductions, Audio Recording Announcement
- 65 • Agenda Review
- 66 • Consent Agenda
- 67 ○ June 27, 2023 Board Work Session & Meeting Minutes
- 68 ○ July 2023 Financial Report
- 69 • Public Comment
- 70 • Partner Reports (if present)
- 71 ○ Natural Resources Conservation Service
- 72 ○ Washington State Department of Ecology
- 73 ○ Washington State Conservation Commission
- 74 ○ Washington Association of Conservation Districts
- 75 ○ National Association of Conservation Districts
- 76 • Governance, *All*
- 77 ○ August 22, 2023 Work Session Topic List & Meeting Agenda Development

### 78 **Executive Session: To discuss the performance of the Executive Director**

79 In attendance: TCD Board Members Johnson, DeWreede, Rushton, Iyall and Wheatley; TCD  
80 Legal Counsel Ben Cushman; and Executive Director Moorehead.

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

83 Executive Session opened at 6:43 pm to last no more than 20 minutes and concluded at  
84 7:05 pm.

### 85 **Executive Session Report Out:**

86 No action was taken.

### 87 **Executive Session: To consider the selection of a site or the acquisition of real estate**

88 In attendance: TCD Board Members Johnson, DeWreede, Rushton, Iyall and Wheatley; TCD  
89 Legal Counsel Ben Cushman; and Executive Director Moorehead.

90 *RCW 42.30.110 (1b) To discuss with legal counsel representing the agency the selection of a*  
91 *site or the acquisition of real estate.*

92 Executive Session opened at 7:03 pm to last no more than 15 minutes and concluded at  
93 7:21 pm.

94        **Executive Session Report Out:**

95        No action was taken.

96        ***Supervisor DeWreede moved to adjourn the June 27, 2023 TCD Board Meeting. Supervisor***  
97        ***Wheatley seconded. Motion passed unanimously, (5-0).***

98        **Adjourn 7:26 pm**

Respectfully,

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TJ Johnson, TCD Chair

# Thurston Conservation District

## July 2023 Financial Notes



### Year-to-Date (YTD) and June Profit & Loss (P&L)

1. The Year-To-Date Profit & Loss report shows a net income of nearly \$71,000 and as expected the June P&L Report shows a net loss of \$31,087.

### Profit & Loss Previous Year Comparison

1. In 2023, TCD has more than doubled our grant revenue compared to 2022.
2. Overall, TCD's net income has grown by 70%.

### Balance Sheet

3. TCD's checking account balance is a healthy \$349,292. This amount will cover some large construction expenses expected for July and August.
4. Reminder: \$100,000 of the checking account balance is part of the Reserve Fund that was loaned to the checking account to maintain cashflow during the summer.
5. The grant advances from funders for the 1<sup>st</sup> half of the year have been paid off. The District received a \$60,000 advance to cover the removal of the Zangle Cove bulkhead.

### Unrestricted Budget vs Actual

6. The 2023 Mid-Year Revised Budget has been prepared and has been added to the July Work Session Materials.
7. All the spending overages and shortages against the original 2023 Unrestricted Budget will be repaired with the 2023 Mid-Year Revised Budget.

## Thurston Conservation District

## Profit &amp; Loss

January through June 2023

	Jan - Jun 23
Ordinary Income/Expense	
Income	
3400000 · Charges for Goods and Services	
3451100 · Soil/Water Conservation Service	
3451110 · Soil Testing	3,998.82
3451120 · Nutrient Spreader Rentals	456.99
3451130 · Poultry Equipment & Tool Rentals	832.18
3451140 · Plant Sales	16,376.25
3451150 · Partner Fee for Service	2,998.93
Total 3451100 · Soil/Water Conservation Service	24,663.17
Total 3400000 · Charges for Goods and Services	24,663.17
3300000 · Grant Revenues	1,678,231.86
3600000 · Miscellaneous Revenues	
3685000 · Special Assessments - Service	323,140.38
3670000 · Nongovernmental Contributions	1,100.00
3610000 · Interest and Other Earnings	105.00
3620000 · Rents and Leases	418.62
Total 3600000 · Miscellaneous Revenues	324,764.00
Total Income	2,027,659.03
Gross Profit	2,027,659.03
Expense	
Vehicle Allocation	0.00
Overhead Allocation	0.00
5531000 · Salaries & Benefits	833,256.28
5314000 · Intern Stipends	3,049.09
5314101 · Legal Fees & Services	22,003.25
5314102 · Audit & Accounting	2,455.03
5314103 · Computer Services	10,920.00
5314100 · Professional Services	290,798.30
5314400 · Advertising	795.20
5314203 · Printing Services	8,814.73
5314104 · Janitorial Services	3,300.00
5314501 · Office Rent	26,208.00
5314700 · Utilities	3,721.07
5314503 · Equipment Leases	1,990.58
5314504 · Vehicle Leases	2,329.42
5314200 · Communications	7,055.24
5313102 · Photocopier Usage	551.52
5354800 · Repairs & Maintenance	4,228.96
5314505 · Software Licenses	9,644.21
5313101 · Office Supplies	2,709.73
5314202 · Postage & Shipping	2,402.74
5314902 · Organizational Dues & Licenses	8,574.26
5314117 · Soil Testing	2,583.55
5313401 · Plants for Resale	34,910.58
Project Expenses	46,695.98
5314310 · Board Meeting Snacks	188.91
5314302 · Staff - Conference & Training	4,750.83
5314300 · Staff - Travel	11,085.73
5314119 · Cultural Resources	41,153.40
5314108 · Construction & Restoration Work	79,759.60
5314109 · Cost Share	255,825.70
5314110 · Bank Fees & Interest Charges	71.25
5314600 · Liability Insurance Premiums	14,609.48
66300 · Sales Tax Adjustments	118.03
66900 · Reconciliation Discrepancies	-0.01
5945360 · Capital Outlays	
5945363 · Equipment & Office Furniture	137,381.32
5945364 · Computer Hardware	5,515.84
5945366 · Vehicle Purchases	77,245.56
Total 5945360 · Capital Outlays	220,142.72
Total Expense	1,956,703.36
Net Ordinary Income	70,955.67
Net Income	70,955.67

## Thurston Conservation District

07/20/23

## Profit &amp; Loss

Accrual Basis

June 2023

	Jun 23
Ordinary Income/Expense	
Income	
3400000 · Charges for Goods and Services	
3451100 · Soil/Water Conservation Service	
3451110 · Soil Testing	204.34
3451120 · Nutrient Spreader Rentals	108.25
3451130 · Poultry Equipment & Tool Rentals	317.36
3451150 · Partner Fee for Service	674.65
Total 3451100 · Soil/Water Conservation Service	1,304.60
Total 3400000 · Charges for Goods and Services	1,304.60
3300000 · Grant Revenues	545,056.76
3600000 · Miscellaneous Revenues	
3685000 · Special Assessments - Service	3,363.81
3610000 · Interest and Other Earnings	17.38
3620000 · Rents and Leases	131.88
Total 3600000 · Miscellaneous Revenues	3,513.07
Total Income	549,874.43
Gross Profit	549,874.43
Expense	
Vehicle Allocation	0.00
Overhead Allocation	0.00
5531000 · Salaries & Benefits	137,620.30
5314101 · Legal Fees & Services	2,000.00
5314102 · Audit & Accounting	468.86
5314103 · Computer Services	2,287.00
5314100 · Professional Services	48,648.79
5314400 · Advertising	45.00
5314203 · Printing Services	5,352.27
5314501 · Office Rent	4,368.00
5314700 · Utilities	279.00
5314503 · Equipment Leases	247.33
5314200 · Communications	1,725.29
5354800 · Repairs & Maintenance	790.17
5314505 · Software Licenses	1,553.95
5313101 · Office Supplies	818.31
5314202 · Postage & Shipping	1,106.24
5314902 · Organizational Dues & Licenses	5,819.26
5314117 · Soil Testing	1,293.10
5313401 · Plants for Resale	2,070.68
Project Expenses	20,550.11
5314310 · Board Meeting Snacks	123.45
5314302 · Staff - Conference & Training	787.82
5314300 · Staff - Travel	2,342.54
5314119 · Cultural Resources	17,825.00
5314108 · Construction & Restoration Work	11,290.66
5314109 · Cost Share	218,874.48
5314600 · Liability Insurance Premiums	2,432.58
5945360 · Capital Outlays	
5945363 · Equipment & Office Furniture	12,191.12
5945364 · Computer Hardware	804.86
5945366 · Vehicle Purchases	77,245.56
Total 5945360 · Capital Outlays	90,241.54
Total Expense	580,961.73
Net Ordinary Income	-31,087.30
Net Income	-31,087.30

# Thurston Conservation District

## Profit & Loss Prev Year Comparison

### January through June 2023

	Jan - Jun 23	Jan - Jun 22	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
3400000 · Charges for Goods and Services				
3451100 · Soil/Water Conservation Service				
3451110 · Soil Testing	3,998.82	3,787.08	211.74	5.6%
3451120 · Nutrient Spreader Rentals	456.99	347.20	109.79	31.6%
3451130 · Poultry Equipment & Tool Rentals	832.18	644.48	187.70	29.1%
3451140 · Plant Sales	16,376.25	15,099.22	1,277.03	8.5%
3451150 · Partner Fee for Service	2,998.93	8,160.98	-5,162.05	-63.3%
<b>Total 3451100 · Soil/Water Conservation Service</b>	<b>24,663.17</b>	<b>28,038.96</b>	<b>-3,375.79</b>	<b>-12.0%</b>
<b>Total 3400000 · Charges for Goods and Services</b>	<b>24,663.17</b>	<b>28,038.96</b>	<b>-3,375.79</b>	<b>-12.0%</b>
3300000 · Grant Revenues	1,678,231.86	818,107.70	860,124.16	105.1%
3600000 · Miscellaneous Revenues				
3699100 · Miscellaneous Other	0.00	1,631.51	-1,631.51	-100.0%
3685000 · Special Assessments - Service	323,140.38	320,437.75	2,702.63	0.8%
3670000 · Nongovernmental Contributions	1,100.00	24,878.56	-23,778.56	-95.6%
3610000 · Interest and Other Earnings	105.00	100.09	4.91	4.9%
3620000 · Rents and Leases	418.62	384.23	34.39	9.0%
<b>Total 3600000 · Miscellaneous Revenues</b>	<b>324,764.00</b>	<b>347,432.14</b>	<b>-22,668.14</b>	<b>-6.5%</b>
<b>Total Income</b>	<b>2,027,659.03</b>	<b>1,193,578.80</b>	<b>834,080.23</b>	<b>69.9%</b>
<b>Gross Profit</b>	<b>2,027,659.03</b>	<b>1,193,578.80</b>	<b>834,080.23</b>	<b>69.9%</b>
<b>Expense</b>				
Vehicle Allocation	0.00	0.00	0.00	0.0%
Overhead Allocation	0.00	0.00	0.00	0.0%
5531000 · Salaries & Benefits	833,256.28	684,834.82	148,421.46	21.7%
5314000 · Intern Stipends	3,049.09	0.00	3,049.09	100.0%
5314101 · Legal Fees & Services	22,003.25	10,000.00	12,003.25	120.0%
5314102 · Audit & Accounting	2,455.03	8,511.69	-6,056.66	-71.2%
5314103 · Computer Services	10,920.00	13,116.51	-2,196.51	-16.8%
5314100 · Professional Services	290,798.30	49,869.20	240,929.10	483.1%
5314400 · Advertising	795.20	1,419.53	-624.33	-44.0%
5314203 · Printing Services	8,814.73	1,022.10	7,792.63	762.4%
5314104 · Janitorial Services	3,300.00	3,832.50	-532.50	-13.9%
5314501 · Office Rent	26,208.00	26,208.00	0.00	0.0%
5314700 · Utilities	3,721.07	3,584.22	136.85	3.8%
5314503 · Equipment Leases	1,990.58	6,931.01	-4,940.43	-71.3%
5314504 · Vehicle Leases	2,329.42	2,776.55	-447.13	-16.1%
5314200 · Communications	7,055.24	6,009.73	1,045.51	17.4%
5313102 · Photocopier Usage	551.52	228.87	322.65	141.0%
5354800 · Repairs & Maintenance	4,228.96	3,391.02	837.94	24.7%
5314505 · Software Licenses	9,644.21	6,267.64	3,376.57	53.9%
5313101 · Office Supplies	2,709.73	2,268.05	441.68	19.5%
5314202 · Postage & Shipping	2,402.74	909.25	1,493.49	164.3%
5314902 · Organizational Dues & Licenses	8,574.26	1,430.21	7,144.05	499.5%
5314117 · Soil Testing	2,583.55	2,339.09	244.46	10.5%
5313401 · Plants for Resale	34,910.58	14,503.40	20,407.18	140.7%
Project Expenses	46,695.98	13,508.66	33,187.32	245.7%
5314310 · Board Meeting Snacks	188.91	0.00	188.91	100.0%
5314302 · Staff - Conference & Training	4,750.83	3,201.50	1,549.33	48.4%
5314300 · Staff - Travel	11,085.73	4,381.43	6,704.30	153.0%
5314119 · Cultural Resources	41,153.40	5,959.00	35,194.40	590.6%
5314108 · Construction & Restoration Work	79,759.60	166,028.47	-86,268.87	-52.0%
5314109 · Cost Share	255,825.70	42,935.25	212,890.45	495.8%
5314110 · Bank Fees & Interest Charges	71.25	28.86	42.39	146.9%
5314600 · Liability Insurance Premiums	14,609.48	12,559.98	2,049.50	16.3%
66300 · Sales Tax Adjustments	118.03	23.25	94.78	407.7%
66900 · Reconciliation Discrepancies	-0.01	0.00	-0.01	-100.0%
5945360 · Capital Outlays				
5945363 · Equipment & Office Furniture	137,381.32	4,586.53	132,794.79	2,895.3%
5945364 · Computer Hardware	5,515.84	3,892.46	1,623.38	41.7%
5945365 · Machinery and Tools	0.00	4,944.21	-4,944.21	-100.0%
5945366 · Vehicle Purchases	77,245.56	49,667.75	27,577.81	55.5%
<b>Total 5945360 · Capital Outlays</b>	<b>220,142.72</b>	<b>63,090.95</b>	<b>157,051.77</b>	<b>248.9%</b>
<b>Total Expense</b>	<b>1,956,703.36</b>	<b>1,161,170.74</b>	<b>795,532.62</b>	<b>68.5%</b>
<b>Net Ordinary Income</b>	<b>70,955.67</b>	<b>32,408.06</b>	<b>38,547.61</b>	<b>118.9%</b>
<b>Net Income</b>	<b>70,955.67</b>	<b>32,408.06</b>	<b>38,547.61</b>	<b>118.9%</b>

## Thurston Conservation District

## Balance Sheet

As of June 30, 2023

	Jun 30, 23
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
3081001 · Checking-7444 Timberland	349,291.67
3088020 · Savings Accounts	
3082002 · Saving-6568 Reserve Fund	105,383.09
3082003 · Saving-2410 Education Center	95,061.18
Total 3088020 · Savings Accounts	200,444.27
3088030 · Counter Cash	100.00
3088040 · PayPal Account	1,183.91
Total Checking/Savings	551,019.85
Accounts Receivable	488,586.93
Other Current Assets	
3090500 Prepaid Accounts	
3090501 · 309.05.01 Prepaid Insurance	5,333.20
3090506 · Security Deposit - Ferguson ST	3,835.00
Total 3090500 Prepaid Accounts	9,168.20
3091000 · 309.10.00 Inventory Asset	2,884.35
3092000 · 309.20.00 Cash on Hand	235,815.59
Total Other Current Assets	247,868.14
Total Current Assets	1,287,474.92
<b>TOTAL ASSETS</b>	<b>1,287,474.92</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	290,075.22
Credit Cards	15,026.60
Other Current Liabilities	
3471000 · Grant Advances	
3471100 · RCO Advances	60,000.00
Total 3471000 · Grant Advances	60,000.00
3861100 · Sales Tax Payable	222.88
3861000 · Payroll Liabilities	128,648.21
Total Other Current Liabilities	188,871.09
Total Current Liabilities	493,972.91
Total Liabilities	493,972.91
Equity	793,502.01
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,287,474.92</b>

# 2023 Unrestricted Budget vs Actual



June 50.00%

	Account Name	2023 Budget	2023 Actual	\$ Over Budget	% of Budget
1	<input checked="" type="checkbox"/> Income	1,012,458	480,386	-532,072	47.45%
2	<input checked="" type="checkbox"/> Retail Sales	51,524	22,146	-29,379	42.98%
3	<input checked="" type="checkbox"/> Food Production and Consumption	1,600	832	-768	52.01%
4	Poultry Equipment & Tool Rentals	1,600	832	-768	52.01%
5	<input checked="" type="checkbox"/> Soil Conservation and Health	7,778	4,456	-3,322	57.29%
6	Soil Testing	7,178	3,999	-3,179	55.71%
7	Soil Health Equipment Rental	600	457	-143	76.17%
8	<input checked="" type="checkbox"/> Community Outreach and Education	39,540	16,376	-23,164	41.42%
9	Plant Sales	39,540	16,376	-23,164	41.42%
10	TCD Swag Shop	0	0	0	
11	<input checked="" type="checkbox"/> Water Quality & Quantity and Protection & Restoration of Ecosystems	1,607	0	-1,607	0.00%
12	Partner Fee for Service - Restoration Crew	1,607	0	-1,607	0.00%
13	<input checked="" type="checkbox"/> Other Income	1,000	481	-519	48.14%
14	Contributions Private	0	0	0	
15	Rental Income	800	396	-404	49.46%
16	Interest Income	200	86	-114	42.89%
17	Miscellaneous Income	0	0	0	
18	<input checked="" type="checkbox"/> Grant Revenue	137,823	8,263	-129,560	6.00%
20	Rates and Charges	559,611	323,140	-236,470	57.74%
21	<input checked="" type="checkbox"/> Overhead	263,500	126,837	-136,663	48.14%
22	Overhead Allocation	248,000	118,139	-129,861	47.64%
23	Vehicle Allocation	15,500	8,698	-6,802	56.12%
24	Cash Surplus / 2022 Carry Overs	51,000	0	-51,000	0.00%
25	<input checked="" type="checkbox"/> Program Allocation	389,406	206,075	-183,332	52.92%
26	<input checked="" type="checkbox"/> Local Food Production and Consumption	14,000	11,606	-2,394	82.90%
27	Poultry Equipment Rentals	14,000	11,606	-2,394	82.90%
28	<input checked="" type="checkbox"/> Producer Support & Preservation and Expansion of Working Lands	6,000	167	-5,833	2.78%
29	Working Lands Preservation Initiative	6,000	167	-5,833	2.78%
30	<input checked="" type="checkbox"/> Water Quality & Quantity and Protection & Restoration of Ecosystems	1,446	909	-537	62.87%
31	Restoration Crew & Equipment	1,446	909	-537	62.87%
32	<input checked="" type="checkbox"/> Soil Conservation and Health	35,910	21,450	-14,460	59.73%
33	Soil Health Testing	22,910	16,239	-6,671	70.88%
34	Soil Health Equipment Rental	13,000	5,210	-7,790	40.08%
35	<input checked="" type="checkbox"/> Community Outreach and Engagement	179,125	96,598	-82,527	53.93%
36	Conservation & Education Center	55,000	13,443	-41,557	24.44%
37	District Communications	68,750	28,864	-39,886	41.98%
38	Plant Sale	44,625	44,655	30	100.07%
39	Elections	10,750	9,635	-1,115	89.63%
40	<input checked="" type="checkbox"/> Adult and Youth Conservation Education	54,800	31,708	-23,092	57.86%
41	South Sound Green	46,300	24,882	-21,418	53.74%

	Account Name	2023 Budget	2023 Actual	\$ Over Budget	% of Budget
42	Teens in Thurston Volunteer Program	5,000	3,326	-1,674	66.53%
43	Envirothon	3,500	3,500	0	100.00%
44	<input type="checkbox"/> Climate Change Adaptation & Mitigation and Other Strategic Plan Priorities	98,125	43,637	-54,488	44.47%
45	Conservation TA	98,125	43,637	-54,488	44.47%
46	<input type="checkbox"/> Expense	599,052	270,081	-328,970	45.08%
47	Administrative Salaries & Benefits	294,000	130,688	-163,312	44.45%
48	<input type="checkbox"/> Professional Services	75,697	35,028	-40,669	46.27%
49	Legal Services	36,000	22,003	-13,997	61.12%
50	Audit & Accounting	6,500	2,105	-4,395	32.38%
51	Computer Services	30,197	10,920	-19,277	36.16%
52	Professional Services	3,000	0	-3,000	0.00%
53	<input type="checkbox"/> Facility, Vehicles and Maintenance	157,905	77,418	-80,487	49.03%
54	Janitorial Services	7,800	3,900	-3,900	50.00%
55	Office Rent	50,000	24,648	-25,352	49.30%
56	Utilities	8,000	3,651	-4,349	45.64%
57	Equipment Leases	3,500	1,806	-1,694	51.59%
58	Vehicle Leases	5,775	2,329	-3,446	40.34%
59	5966604 · Vehicle Purchase	20,000	20,000	0	100.00%
60	Office Move	23,000	0	-23,000	0.00%
61	Communications	12,180	6,655	-5,525	54.64%
62	Photocopier Usage	600	552	-48	91.92%
63	Repairs & Maintenance	5,000	1,645	-3,355	32.90%
64	Computer Hardware Purchases	4,500	3,848	-652	85.51%
65	Computer Software	11,550	8,199	-3,351	70.99%
66	Equipment & Office Furniture	6,000	186	-5,814	3.09%
67	<input type="checkbox"/> Supplies	12,300	3,539	-8,761	28.77%
68	Office Supplies	4,000	2,328	-1,672	58.19%
69	Postage & Shipping	550	36	-514	6.59%
70	Organizational Dues & Licenses	7,750	1,175	-6,575	15.16%
71	<input type="checkbox"/> Conferences, Training and Travel	23,500	8,774	-14,726	37.34%
72	Staff Conference & Training Fees	11,000	1,915	-9,085	17.41%
73	Board Conference and Training Fees	2,500	189	-2,311	7.56%
74	Staff Travel	7,500	6,670	-830	88.94%
75	Board Travel	2,500	0	-2,500	0.00%
76	<input type="checkbox"/> Insurance and Banking	35,650	14,634	-21,016	41.05%
77	Bank Fees & Interest Charges	650	25	-625	3.85%
78	Liability Insurance Premiums	34,500	14,609	-19,891	42.35%
79	Late Fees & Penalties	500	0	-500	0.00%
80	<input type="checkbox"/> Savings	75,000	0	-75,000	0.00%
81	Reserve Fund	37,500	0	-37,500	0.00%
82	Conservation Education Center Savings Plan	37,500	0	-37,500	0.00%
83	Net Income (Surplus or Deficit)	0	4,230	4,230	

# 2023 Restricted Budgets vs Actuals



As of June 30, 2023

	Grant Name	Account Number	Grant Number	Grant Start Date	Grant End Date	Total Grant Amount	Official Remaining	2023 Budget	2023 Actual	2023 Remaining Budget	% of Total Time	% of Total Budget Spent
1	<b>- RCO</b>											
2	ESRP Shore Friendly	R035		07/01/21	To be	340,458	65,547	147,921	82,374	65,547	NA	80.75%
3	ASRP Riverbend Phase 2	R050	20-1908	03/28/22	06/30/27	7,674,839	7,448,109	655,070	140,637	514,433	23.95%	2.95%
4	SRFB Cozy Valley	R060	21-1089C	09/23/21	09/23/23	132,778	81,418	94,544	19,115	75,430	88.37%	38.68%
5	ESRP Zangle Cove	R070	20-1517R	07/01/21	12/31/23	110,072	105,844	105,927	83	105,844	79.87%	3.84%
6	Oregon Spotted Frog (OSF) Outreach	R080		01/01/23	01/01/25	32,550	31,712	25,100	838	24,262	24.73%	2.58%
7	<b>- DOE</b>											
8	Deschutes	E100	WQC-2018-ThurCD-00174	07/01/19	04/30/23	218,752	71,855	85,990	14,135	71,855	Closed	67.15%
9	<b>- Federal</b>											
10	Frogs on Farm Cost Share	US80		08/15/20	08/15/25	93,135	73,803	9,498	11,246	-1,748	57.47%	20.76%
11	USFWS Restoring South Sound Prairies	US90		07/01/22	07/01/27	60,000	19,674	3,589	3,263	326	19.98%	67.21%
12	Zangle Cove PMEP	US100		09/30/22	09/30/24	40,000	40,000	40,000	0	40,000	37.43%	0.00%
13	<b>- WSCC</b>											
14	Skookumchuck Planting	W030	20-13-ER	04/01/20	12/31/24	744,780	231,841	98,135	4,347	93,788	68.32%	68.87%
15	FY21-23 Livestock	W025	22-13-LT	07/01/21	06/30/23	20,000	4	6,013	6,009	4	Closed	99.98%
16	FY22-23 Wildfire Ready Neighbors (WRN)	W040	23-13-WRN	01/20/23	06/30/23	42,804	11,610	42,804	31,194	11,610	Closed	72.88%
17	FY21-23 Chehalis Flood Plain	W050	22-13-FL	09/01/21	To be extened	128,333	7,857	42,300	34,443	7,857	NA	93.88%
18	FY21-23 CREP	W070	22-13-CE	07/01/21	06/30/23	87,870	25,792	77,060	51,268	25,792	Closed	70.65%
19	FY21-23 NRI Cost Share	W080	22-13-NR	07/01/21	06/30/23	99,927	52,403	92,581	40,178	52,403	Closed	47.56%
20	FY22-23 Engineering	W100	23-13-PE	07/27/22	06/30/23	132,000	0	73,103	73,103	0	Closed	100.00%
21	Meyer Salmon Recovery	W111	23-13-SRF	07/01/22	06/30/23	60,000	15,900	55,831	39,931	15,900	Closed	73.50%
22	Riparian Outreach, Assessment, and Restoration (ROAR) Project	W112	23-13-SRF	07/01/22	06/30/23	65,000	6,416	52,446	46,029	6,416	Closed	90.13%
23	Riparian Restoration (RRIP)	W113	23-13-SRF	07/01/22	06/30/23	410,000	6,575,987.	311,622	245,862	65,760	Closed	83.96%
24	Lower McLane Riparian Plantings	W114	23-13-SRF	12/09/22	06/30/23	22,550	1,003,825.	21,334	11,296	10,038	Closed	55.48%
25	Large Wood Acquisition	W115	23-13-SRF	03/21/23	06/30/23	6,250	97	6,250	6,153	97	Closed	98.45%
26	FY22-23 Sustainable Farms and Fields	W120	23-13-SFF	12/16/22	06/30/23	103,348	4,823	103,348	98,525	4,823	Closed	95.33%
27	FY21-23 Chehalis Lead	W150	22-13-RIT	10/01/21	To be	72,000	27,798	41,539	13,741	27,798	NA	61.39%
28	<b>- Miscellaneous</b>											

	Grant Name	Account Number	Grant Number	Grant Start Date	Grant End Date	Total Grant Amount	Official Remaining	2023 Budget	2023 Actual	2023 Remaining Budget	% of Total Time	% of Total Budget Spent
29	Orca Recovery Day	M060		07/01/19	until spent	7,090	775	775	0	775	NA	89.07%
30	Bonneville ORD	M064		01/01/23	until spent	600	600	600	0	600	NA	0.00%
31	City of Olympia Urban Ag	M065		01/01/23	12/31/23	129,500	113,282	129,500	16,218	113,282	49.59%	12.52%
32	Western SARE - Grassland Grazing	M070	WSARE-R2GR	09/01/21	08/31/23	20,273	5,981	12,105	6,124	5,981	91.51%	70.50%
33	Sentinel Landscape Program (SLP)	M075		10/01/21	03/28/24	579,000	105,463	307,125	201,662	105,463	70.11%	81.79%
34	One Tree Planted	M085		09/03/21	until spent	33,076	30,087	30,087	0	30,087	NA	9.04%
35	WCRII Prairie Habitat Enhancement	M095	2022-06	01/01/22	06/30/25	111,954	78,285	37,110	14,490	22,620	42.76%	30.07%
36	<b>Thurston County</b>											
37	FY21-23 VSP	TC400		07/01/21	06/30/23	150,000	1,583	43,610	42,027	1,583	Closed	98.94%
38	FY21-23 VSP Cost Share	TC450		10/11/22	06/30/23	254,414	20,803	245,513	224,710	20,803	Closed	91.82%
39	<b>South Sound GREEN</b>											
40	FY23 Interlocal	G019-SS		01/01/23	12/31/23	51,200	34,962	51,200	16,238	34,962	49.59%	31.72%
41	2023 ESD 113 Climate Education	G019.104		05/16/23	until spent	6,000	1,942	6,000	4,058	1,942	NA	67.64%
42	NOAA B-WET	G019.106		01/01/22	12/31/23	12,881	3,543	11,999	8,456	3,543	74.79%	72.49%
43	RCO Outdoor Learning	G019.109		10/01/22	06/30/23	77,625	1	69,321	69,320	1	Closed	100.00%
44	OSD Outdoor Learning	G019.103		01/01/23	06/30/23	2,800	5	2,800	2,795	5	Closed	99.83%
45	Dawkins 2022	G019.28		01/01/22	until spent	25,000	5,968	13,350	7,381	5,968	NA	76.13%
46	Dawkins 2023	G019.28		TBD	until spent	20,000	20,000	6,000	0	6,000	NA	0.00%
47	Embrace the Stream	G019.30		08/01/22	07/31/23	5,035	1,051	5,035	3,984	1,051	91.51%	79.13%
48	TCC	TCC		01/01/18	until spent	9,853	0	174	174	0	NA	100.00%
49	<b>Teens in Thurston Volunteer Program</b>									0		
50	Nisqually TNT 2022	G019.60		01/19/22	until spent	4,000	1,975	1,975	0	1,975	NA	50.62%
51	Nisqually TNT 2023	T070		01/06/23	until spent	5,375	5,375	5,375	0	5,375	NA	0.00%
52	<b>Envirothon Program</b>									0		
53	2022 Nisqually Indian Tribe Envirothon	T040		01/01/22	until spent	5,000	0	274	274	0	Closed	100.00%
54	2023 Chehalis Tribe Envirothon	T040		01/23/23	until spent	5,000	1,106	5,000	3,894	1,106	NA	77.89%
55	2023 Pork Blakely Envirothon	T040		03/02/23	until spent	500	500	500	0	500	NA	0.00%
56	<b>PARTNERS</b>									0		
57	South Puget Sound Salmon Enhancement Group	P100		01/12/23	06/30/23	6,000	3,001	6,000	2,999	3,001	100.00%	49.98%
58	OlyEcosystems	P400		05/02/23	09/01/23	16,500	16,500	16,500	0	16,500	48.78%	0.00%
59	Wild Fish Conservancy (WFC)	P500		08/14/23	08/24/23	8,900	8,900	8,900	0	8,900	0.00%	0.00%

**Thurston Conservation District**  
**Payment Report**  
**June 2023**

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Credit Card Charge	11302	06/01/2023	Big 5	WSCC Salmon Recovery Funding	5314107 · Project Supplies	98.54
Credit Card Charge	11301	06/01/2023	Cabelas	WSCC Salmon Recovery Funding	5314107 · Project Supplies	88.68
Credit Card Charge	11305	06/01/2023	Harbor Freight	WSCC Salmon Recovery Funding	5314107 · Project Supplies	49.19
Credit Card Charge	11304	06/01/2023	Home Depot	WSCC Salmon Recovery Funding	5314107 · Project Supplies	20.24
Credit Card Charge	11345	06/01/2023	National Marine Educators Association	TCC:G019.28 Dawkins	5314902 · Organizational Dues & Licenses	555.00
Credit Card Charge	11383	06/01/2023	T Jags Trcuking	WSCC Salmon Recovery Funding	5314107 · Project Supplies	540.00
Credit Card Charge	11335	06/01/2023	Trader Joes	GREEN:G019.106 NOAA B-WET	5314901 · Meeting & Event	15.88
Credit Card Charge	11300	06/01/2023	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	15.20
Credit Card Charge	11303	06/01/2023	Wal Mart	WSCC Salmon Recovery Funding	5314107 · Project Supplies	31.50
Credit Card Charge	11344	06/01/2023	Western Washington University	G019.28 Dawkins	5314302 · Staff - Conference & Training	183.38
Check	EFT	06/05/2023	Regence - Health Care		5531021 · Medical Benefits	12,092.85
Credit Card Charge	11294	06/05/2023	Smartsheet Inc.	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	665.24
Credit Card Charge	11333	06/06/2023	Amazon	TCD Programs:T030 - District Communications	5313101 · Office Supplies	18.58
Check	EFT	06/06/2023	Delta Dental		5531022 · Dental Benefits	1,381.90
Credit Card Charge	11346	06/06/2023	Michaels	TCD Programs:T030 - District Communications	5314901 · Meeting & Event	83.15
Credit Card Charge	11158	06/06/2023	WA St Parks	G019.110 TCD SS Green Allocation	5314902 · Organizational Dues & Licenses	103.50
Check	EFT	06/06/2023	Wells Fargo		Wells Fargo	6,006.79
Credit Card Charge	11332	06/07/2023	Amazon	Various	Project Supplies, Computer Hardware, Office Supplies	1,054.59
Credit Card Charge	11352	06/07/2023	Ed Hume Seeds	TCD Programs:T030 - District Communications	5314901 · Meeting & Event	137.50
Liability Check	EFT	06/07/2023	Internal Revenue Service		Federal Income Tax Payable & FICA Payable	12,423.62
Credit Card Charge	1232547305	06/07/2023	QuickBooks Time Support (TSheets)	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	188.34
Credit Card Charge	11336	06/07/2023	Trader Joes	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	82.73
Credit Card Charge	11338	06/07/2023	Wal Mart	WSCC Salmon Recovery Funding	5314107 · Project Supplies	32.28
Liability Check		06/08/2023	QuickBooks Payroll Service		Payroll	39,359.22
Credit Card Charge	11337	06/08/2023	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	11.63
Liability Check	EFT	06/08/2023	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	765.00
Liability Check	EFT	06/08/2023	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	17,136.30
Credit Card Charge	11339	06/09/2023	Garmin	WSCC Salmon Recovery Funding	5945363 · Equipment & Office Furniture	547.48
Credit Card Charge	3159769	06/10/2023	Right Networks	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	23.00
Credit Card Charge	11348	06/10/2023	Simple and Delicious Donut	TCD Programs:T070 - Teens in Thurston Volunteer Pro	5314901 · Meeting & Event	32.97
Credit Card Charge	11386	06/12/2023	T Jags Trcuking	WSCC Salmon Recovery Funding	5314107 · Project Supplies	810.00
Credit Card Charge	5066595	06/14/2023	Buzzsprout	TCD Programs:T030 - District Communications	5374001 · Web Hosting and Maintenance	12.00
Credit Card Charge	1130942	06/14/2023	Midwest Labs	TCD Programs:T098 - Soil Health Testing	5314117 · Soil Testing	994.16
Bill Pmt -Check	EFT	06/15/2023	Comcast	UNRESTRICTED:A010 - Administrative Expenses	5314204 · Internet Services	186.61

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Bill Pmt -Check	EFT	06/15/2023	Pacific Disposal	UNRESTRICTED:A010 - Administrative Expenses	5314702 · Garbage Service	62.21
Bill Pmt -Check	21787	06/16/2023	All City Cleaning Services	UNRESTRICTED:A010 - Administrative Expenses	5314104 · Janitorial Services	600.00
Bill Pmt -Check	21788	06/16/2023	Anne Hankins	GREEN:G019.106 NOAA B-WET	5314107 · Project Supplies	97.28
Bill Pmt -Check	21789	06/16/2023	Community Farmland Trust	TCD Programs:T099 - Food Processing and Tools Re	5314501 · Office Rent	260.00
Bill Pmt -Check	21790	06/16/2023	Crains Office Supply	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	214.58
Credit Card Charge	11356	06/16/2023	Eastside Urban Farm & Garden	TCD Programs:T030 - District Communications	5314107 · Project Supplies	164.26
Bill Pmt -Check	21791	06/16/2023	Enduris	UNRESTRICTED:A010 - Administrative Expenses	5314600 · Liability Insurance Premiums	14.00
Bill Pmt -Check	21792	06/16/2023	Erin Phillips	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	1,200.00
Bill Pmt -Check	21793	06/16/2023	Gallagher	USFWS:US90 Restoring South Sound Prairies	5314107 · Project Supplies	562.95
Bill Pmt -Check	21794	06/16/2023	James Gudgeon	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	1,080.00
Bill Pmt -Check	21795	06/16/2023	Katrinka Hibler	Various	5314304 · Mileage	104.81
Bill Pmt -Check	21796	06/16/2023	Kiperts	USFWS:US90 Restoring South Sound Prairies	5314107 · Project Supplies	2,588.83
Bill Pmt -Check	21797	06/16/2023	Lew Rents	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	2,231.20
Bill Pmt -Check	21812	06/16/2023	Luxury Sport Auto	WSCC:W100 - Engineering	5945366 · Vehicle Purchases	50,030.00
Bill Pmt -Check	21798	06/16/2023	Marguerite Abplanalp	Various	5314304 · Mileage	155.92
Bill Pmt -Check	21799	06/16/2023	Natural Waters, LLC	RCO:R060 - SRFB Cozy Valley	5314100 · Professional Services	900.00
Bill Pmt -Check	21800	06/16/2023	Pheasants Forever Seed	W120 - Sustainable Farms and Fields	5314107 · Project Supplies	198.00
Bill Pmt -Check	21801	06/16/2023	Puget Sound Energy	UNRESTRICTED:A010 - Administrative Expenses	5314701 · Electricity & Gas	440.06
Bill Pmt -Check	21802	06/16/2023	Scott Nelson	Depart of Ecology:E100 - ECY Deschutes	5314109 · Cost Share	9,666.74
Bill Pmt -Check	21803	06/16/2023	Shane Wells	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	4,324.00
Bill Pmt -Check	21804	06/16/2023	Sophia Barashkoff	Various	5314304 · Mileage & Postage	21.23
Bill Pmt -Check	21786	06/16/2023	South Tacoma Auto	Various	5945366 · Vehicle Purchases	22,029.68
Bill Pmt -Check	21805	06/16/2023	Sydney Flemister	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	1,200.00
Bill Pmt -Check	21806	06/16/2023	Taylor Sherrow	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	100.00
Bill Pmt -Check	21807	06/16/2023	Thurston County Central Services	UNRESTRICTED:A010 - Administrative Expenses	5314501 · Office Rent	4,108.00
Bill Pmt -Check	21808	06/16/2023	WA St University Energy Program	UNRESTRICTED:A010 - Administrative Expenses	5314103 · Computer Services	2,287.00
Bill Pmt -Check	21809	06/16/2023	WACD	WSCC Salmon Recovery Funding	5313401 · Plants for Resale	5,368.75
Bill Pmt -Check	21810	06/16/2023	White, Nora	Various	5314304 · Mileage	65.51
Bill Pmt -Check	21811	06/16/2023	Wild Fish Conservancy	RCO:R060 - SRFB Cozy Valley	5314100 · Professional Services	1,260.00
Credit Card Charge	11361	06/17/2023	Abatix	W120 - Sustainable Farms and Fields	5314107 · Project Supplies	174.83
Credit Card Charge	E0300NX0EP	06/19/2023	Microsoft	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	49.28
Credit Card Charge	E0300NX2GO	06/19/2023	Microsoft	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	162.61
Credit Card Charge	E0300EX3QR	06/19/2023	Microsoft	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	95.82
Credit Card Charge	11385	06/20/2023	OSHA Training	WSCC Salmon Recovery Funding	5314302 · Staff - Conference & Training	86.51
Credit Card Charge	11357	06/21/2023	Harbor Freight	W120 - Sustainable Farms and Fields	5945363 · Equipment & Office Furniture	1,810.89
Check	EFT	06/21/2023	TPSC Benefits		5531021 · Medical Benefits	76.50
Credit Card Charge	11327	06/22/2023	Best Buy	Sustainable Farms and Fields	5314107 · Project Supplies	38.59
Credit Card Charge	10601	06/22/2023	Eastside Urban Farm & Garden	TCD Programs:T030 - District Communications	5314107 · Project Supplies	7.48

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Credit Card Charge	11368	06/22/2023	Home Depot	WSSC Salmon Recovery Funding	5314107 · Project Supplies	51.34
Credit Card Charge	11320	06/22/2023	Nitro	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	197.09
Credit Card Charge	11367	06/22/2023	OSHA Training	WSSC Salmon Recovery Funding	5314302 · Staff - Conference & Training	432.53
Liability Check		06/22/2023	QuickBooks Payroll Service		Payroll	39,927.23
Credit Card Charge	11350	06/22/2023	Trailer Station Chehalis	G019.109 RCO Outdoor Learning	5945366 · Vehicle Purchases	500.00
Credit Card Charge	1146	06/22/2023	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	16.22
Credit Card Charge	11354	06/22/2023	Valley Agronomics LLC	WSSC Salmon Recovery Funding	5314107 · Project Supplies	546.59
Credit Card Charge	11359	06/22/2023	Wildco	W100 - Engineering	5314107 · Project Supplies	265.38
Credit Card Charge	11376	06/23/2023	Elephant Car Wash	TCD Programs:T030 - District Communications	5314901 · Meeting & Event	11.00
Credit Card Charge	11373	06/23/2023	Home Depot	W120 - Sustainable Farms and Fields	5945363 · Equipment & Office Furniture	65.92
Liability Check	EFT	06/23/2023	Internal Revenue Service		Federal Income Tax Payable & FICA Payable	12,731.56
Credit Card Charge	11325	06/23/2023	Intuit	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	83.52
Credit Card Charge	P1-85976334	06/23/2023	Intuit	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	174.00
Credit Card Charge	11371	06/23/2023	OSHA Training	WSSC Salmon Recovery Funding	5314302 · Staff - Conference & Training	85.40
Liability Check	EFT	06/23/2023	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	765.00
Credit Card Charge	11369	06/23/2023	Wordpress	GREEN:TCC:G019.28 Dawkins	5374001 · Web Hosting and Maintenance	328.20
Credit Card Charge	11375	06/24/2023	Safeway	TCD Programs:T030 - District Communications	5314901 · Meeting & Event	41.63
Credit Card Charge	11381	06/26/2023	Abatix	W120 - Sustainable Farms and Fields	5314107 · Project Supplies	297.87
Bill Pmt -Check	21825	06/26/2023	Capitol Land Trust	WSSC Salmon Recovery Funding	5945363 · Equipment & Office Furniture	7,000.00
Bill Pmt -Check	21814	06/26/2023	Coastal Geologic Services	RCO:R035 - ESRP Shore Friendly	5314100 · Professional Services	4,357.50
Bill Pmt -Check	21815	06/26/2023	Erin Phillips	WSSC Salmon Recovery Funding	5314108 · Construction & Restoration Work	1,200.00
Credit Card Charge	11434	06/26/2023	Fred Meyer	G019.104 ESD 113 Climate Ed	5314901 · Meeting & Event	43.80
Credit Card Charge	11379	06/26/2023	Home Depot	W120 - Sustainable Farms and Fields	5945363 · Equipment & Office Furniture	84.74
Credit Card Charge	11422	06/26/2023	Home Depot	WSSC Salmon Recovery Funding	5314107 · Project Supplies	544.08
Bill Pmt -Check	21816	06/26/2023	James Gudgeon	WSSC Salmon Recovery Funding	5314108 · Construction & Restoration Work	1,066.66
Bill Pmt -Check	21817	06/26/2023	Keith Fagernes	W120 - Sustainable Farms and Fields	5314109 · Cost Share	26,231.00
Credit Card Charge	1139593	06/26/2023	Midwest Labs	TCD Programs:T098 - Soil Health Testing	5314117 · Soil Testing	298.94
Credit Card Charge	11363	06/26/2023	Mike's Plum Street Automotive	UNRESTRICTED:A120 - Vehicles	5354803 · Vehicle Maintenance	500.00
Bill Pmt -Check	21818	06/26/2023	North Thurston Public Schools	GREEN:G019.109 RCO Outdoor Learning	Substitute Teacher Reimbursement & Bus Transportation	11,136.60
Bill Pmt -Check	21819	06/26/2023	Pape Machinery	W120 - Sustainable Farms and Fields	Professional Services & Equipment	3,678.28
Check	EFT	06/26/2023	Postal IA		5314202 · Postage & Shipping	750.00
Check	EFT	06/26/2023	Postal IA	WSSC Salmon Recovery Funding	5314202 · Postage & Shipping	300.00
Bill Pmt -Check	21820	06/26/2023	Sydney Flemister	WSSC Salmon Recovery Funding	5314108 · Construction & Restoration Work	1,200.00
Bill Pmt -Check	21821	06/26/2023	Taylor Sherrow	WSSC Salmon Recovery Funding	5314108 · Construction & Restoration Work	100.00
Bill Pmt -Check	21822	06/26/2023	The Brookfield Group	UNRESTRICTED:A010 - Administrative Expenses	5314200 · Communications	277.86
Credit Card Charge	11362	06/26/2023	Trader Joes	UNRESTRICTED:A010 - Administrative Expenses	5314310 · Board Meeting Snacks	28.71
Bill Pmt -Check	21823	06/26/2023	Trailer Station Chehalis	G019.109 RCO Outdoor Learning	5945366 · Vehicle Purchases	4,269.82
Bill Pmt -Check	21826	06/26/2023	WA St Dept of Licensing	Various	5314902 · Organizational Dues & Licenses	5,010.76

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Credit Card Charge	11380	06/26/2023	Wal Mart	WSSC Salmon Recovery Funding	5314107 · Project Supplies	56.55
Bill Pmt -Check	21824	06/26/2023	William Townsend	W070 - CREP	5314109 · Cost Share	945.00
Credit Card Charge	11390	06/27/2023	Basil Leaf	UNRESTRICTED:A010 - Administrative Expenses	5314310 · Board Meeting Snacks	94.74
Credit Card Charge	11420	06/27/2023	Bobcat	WSSC Salmon Recovery Funding	5945363 · Equipment & Office Furniture	54.74
Credit Card Charge	11421	06/27/2023	Grainger	WSSC Salmon Recovery Funding	5945366 · Vehicle Purchases	416.06
Bill Pmt -Check	EFT	06/27/2023	Ricoh USA, Inc.	UNRESTRICTED:A010 - Administrative Expenses	5314503 · Equipment Leases	247.33
Credit Card Charge	11397	06/27/2023	Squaxin Island Musuem Library & Researc	GREEN:G019.104 ESD 113 Climate Ed	5314901 · Meeting & Event	165.00
Credit Card Charge	11387	06/27/2023	Wal Mart	WSSC Salmon Recovery Funding	5314107 · Project Supplies	21.70
Credit Card Charge	11391	06/28/2023	Home Goods	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	27.33
Credit Card Charge	11389	06/28/2023	Target	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	82.42
Credit Card Charge	11419	06/29/2023	Peak Industrial	WSSC Salmon Recovery Funding	5945363 · Equipment & Office Furniture	454.69
Credit Card Charge	11329	06/29/2023	Smartsheet Inc.	W070 - CREP	5314505 · Software Licenses	308.35
Credit Card Charge	11159	06/30/2023	Amazon	G019.110 TCD SS Green Allocation	5313101 · Office Supplies	25.43
Credit Card Charge	11156	06/30/2023	Aquatic Research Instruments	G019.109 RCO Outdoor Learning	5314107 · Project Supplies	500.00
Bill Pmt -Check	21829	06/30/2023	Crain, Becky	G019.28 Dawkins	5314113 · Teacher Substitute Stipends	100.00
Bill Pmt -Check	21830	06/30/2023	Dena Harris	G019.28 Dawkins	5314113 · Teacher Substitute Stipends	100.00
Credit Card Charge	11435	06/30/2023	Fred Meyer	G019.104 ESD 113 Climate Ed	5314901 · Meeting & Event	9.84
Credit Card Charge	11432	06/30/2023	Haggen	G019.109 RCO Outdoor Learning	5314901 · Meeting & Event	38.54
Credit Card Charge	11433	06/30/2023	Haggen	G019.109 RCO Outdoor Learning	5314901 · Meeting & Event	42.57
Credit Card Charge	11424	06/30/2023	Home Depot	WSSC Salmon Recovery Funding	5314107 · Project Supplies	158.13
Bill Pmt -Check	21831	06/30/2023	Kim Seldonridgi	G019.28 Dawkins	5314113 · Teacher Substitute Stipends	100.00
Bill Pmt -Check	21832	06/30/2023	Leah Wockman	G019.28 Dawkins	5314113 · Teacher Substitute Stipends	100.00
Credit Card Charge	MC13640171	06/30/2023	Mail Chimp	TCD Programs:T030 - District Communications	5314505 · Software Licenses	75.56
Bill Pmt -Check	21833	06/30/2023	Matthew Landers	G019.28 Dawkins	5314113 · Teacher Substitute Stipends	100.00
Credit Card Charge	11160	06/30/2023	Meconi's	G019.109 RCO Outdoor Learning	5314901 · Meeting & Event	120.09
Credit Card Charge	11161	06/30/2023	Microscope.com	G019.109 RCO Outdoor Learning	5314116 · Project Equipment	283.61
Credit Card Charge	11418	06/30/2023	Olympic Trailer	WSSC Salmon Recovery Funding	5314107 · Project Supplies	85.23
Bill Pmt -Check	21834	06/30/2023	Rebecca Carr	G019.28 Dawkins	5314113 · Teacher Substitute Stipends	100.00
Bill Pmt -Check	21835	06/30/2023	Shawna Myers	G019.28 Dawkins	5314113 · Teacher Substitute Stipends	100.00
Bill Pmt -Check	21836	06/30/2023	Tazita Kent	G019.28 Dawkins	5314113 · Teacher Substitute Stipends	100.00
Credit Card Charge	11412	06/30/2023	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	13.19
Liability Check	21828	06/30/2023	WSCCE - Council 2		3861008 · Union Dues	739.29



## BOARD MEETING ITEM SUMMARY SHEET

<b>Agenda Item Title:</b>		Contract Approval: South Sound Shellfish Recovery NTA Implementation (Pierc	
<b>Lead Staff:</b>	Karin Strelloff	<b>Board Meeting Date:</b>	07/25/23
<b>Goal of Presentation:</b>	<b>Decision</b> <input checked="" type="checkbox"/>	<b>Information</b> <input type="checkbox"/>	<b>Feedback</b> <input type="checkbox"/>
<b>Description/Background:</b>	<i>Please provide a description or background of the project.</i>		
<p>This contract with Pierce County provides funding through 9/30/23 for technical assistance in watershed draining to Puget Sound, including engineering TA. It is a continuation of past work with multiple partners that is funded through the EPA/Puget Sound Partnership every couple of years. This is the first of 2 contracts we will have with Pierce County to extend our work in coming years.</p>			
<b>Pros:</b> Provides engineering and ag TA funding for work around Puget Sound as part of a large collaborative partnership to improve and protect water quality in shellfish-producing regions.		<b>Cons:</b> none	
<b>Fiscal Impacts:</b> <i>Please describe the costs associated with this action.</i>			
Contract for \$40,000 of TCD staff time/work			
<b>Recommended Action:</b>	<i>What decision do you recommend the board make?</i>		
Contract approval requested			
<b>Legal Review:</b>	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input checked="" type="checkbox"/>	<b>N/A</b> <input type="checkbox"/>
<b>Supporting Documents:</b> <i>Please list below <b>and</b> attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>			
<p>Contract with Pierce County attached. Once approved we can request that they send the document to Sarah for e-signature.          Contact: Karlee Iverson          karlee.iverson@piercecountywa.gov</p>			



Title: South Sound Shellfish  
Recovery Near Term Action  
Implementation  
Start Date: October 25, 2022  
End Date: September 30, 2023  
Contract Amt: \$40,000  
Subrecipient: Thurston Conservation  
District  
Contact: Sarah Moorehead  
Telephone: (360) 754-3588  
CFDA #: 66.123  
Contract #: SC-110149

## **SUBRECIPIENT AGREEMENT**

### **PIERCE COUNTY PLANNING AND PUBLIC WORKS**

This contractual subrecipient agreement, referred to as this "Agreement", is comprised of these General Terms and Conditions, any attached Exhibits, and subsequent Amendments. The Agreement is a contract between **PIERCE COUNTY**, subsequently referred to as the "County", and **THURSTON CONSERVATION DISTRICT**, subsequently referred to as the "Subrecipient". The Subrecipient agrees to the terms and conditions set forth in this Agreement, including the following Exhibits:

**Exhibit A** Scope of Work  
**Exhibit B** Compensation and Financial Requirements  
**Exhibit C** Applicable Definitions

#### **1. GENERAL INFORMATION**

Subrecipient Name: Thurston Conservation District

Subrecipient Unique Identifier: 91-1011612

Federal Award Identification Number (FAIN): PC01J18001-0

Pass-through Entity Subaward Number: SC-110149

Federal Award Date: 8/2/2016

Subaward Period of Performance: October 25, 2022 through September 30, 2023

Amount of Federal Funds Obligated by this Action: \$40,000.00

Total Amount of Federal Funds Obligated to the Subrecipient: \$40,000.00

Total Amount of Federal Funds Committed to the Subrecipient: \$40,000.00

Federal Award Project Description: NTA #0011

Name of Federal Awarding Agency: United States Environmental Protection Agency

Name of First Pass Through Entity: Washington State Department of Health

Name of Second Pass Through Entity: Pierce County

Contact Information for Pierce County: Tina Basil, Contract and Monitoring Manager,  
253-798-2426, [tina.basil@piercecounitywa.gov](mailto:tina.basil@piercecounitywa.gov)

CFDA Number: 66.123

CFDA Program Title: Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program

Research and Development?: No

Indirect Cost Rate: N/A

## 2. PERIOD OF PERFORMANCE

The period of performance for this Agreement begins October 25, 2022 and ends September 30, 2023. The County reserves the right to extend this Agreement for additional periods. The County will allow pre-award costs from October 25, 2022. The decision to extend this Agreement is subject to the availability of funding, the continued priority of need for a specific service, and satisfactory performance by the Subrecipient during the period specified in this Agreement. Notification of intent to contract for additional periods with the Subrecipient will occur prior to the expiration of this Agreement.

## 3. CONSIDERATION

The maximum consideration for this Agreement shall not exceed **forty thousand and 00/100 dollars (\$40,000.00)** unless modified as per Section 6. Amendments.

## 4. SCOPE OF WORK AND REIMBURSEMENT

- A. The Subrecipient agrees to provide those services set out in the exhibits.
- B. The County agrees to pay the Subrecipient for services outlined in Exhibit A, Scope of Work, and in accordance with Exhibit B, Compensation and Financial Requirements.
- C. Subrecipient is permitted to reallocate budget between tasks, if necessary, as described in the uniform guidance ([§200.308](#)) to better reflect spending requirements, subject to the County's written approval, and subject to the federal awarding agency's policy and the uniform guidance that would define requirements for prior written approval ([§200.407](#)) before implementation. See Exhibit B 2.D.2.a for additional requirements.
- D. The County's payment options for Subrecipients includes electronic payments via Automated Clearing House (ACH). The ACH payment is a safe and efficient electronic payment option that credits the Subrecipient's bank account directly and provides for an increase in efficiency for both the Subrecipient and the County. In order to participate in the ACH option, the Subrecipient is required to complete the County's Supplier ACH Payment Enrollment form and W-9. Each form must be completed in their entirety by the Subrecipient and returned to: Pierce County Finance Department, ATTN: Accounts Payable , 950 Fawcett Avenue, Suite 100 , Tacoma, WA 98402. Enrollment forms are available upon request by e-mailing [PCAccountsPayable@co.pierce.wa.us](mailto:PCAccountsPayable@co.pierce.wa.us). Once enrolled, the ACH payment process will remain in effect for the Contractor until such time as the County receives written notice of revocation from the Subrecipient.

## 5. FUTURE NON-ALLOCATION OF FUNDS

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

## 6. AMENDMENTS

This agreement may be changed or modified only by written amendment and further signed by the parties hereto, subject to the policies and approvals of the County and the federal awarding agency.

**7. INSURANCE**

- A. The Subrecipient must provide a commercial general liability insurance policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Subrecipient is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- B. In the event that services delivered pursuant to this agreement involve the use of vehicles, either owned or unowned by the Subrecipient, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a combined single limit for bodily injury and property damage.
- C. The insurance required shall be issued by an insurance company/ies authorized to do business within Washington State.
- D. Upon request, the Subrecipient shall submit to the County a certificate of insurance which outlines the coverage and limits defined above. If a certificate of insurance is requested, the Subrecipient shall submit renewal certificates as appropriate during the term of the contract.

**8. DEFEND, HOLD HARMLESS AND INDEMNIFY**

- A. The Subrecipient, and its officers, agents, employees, subcontractors, and/or consultants, agree to defend, indemnify and save harmless Pierce County and its appointed and elective officers and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, and its elected or appointed officials or employees, for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Subrecipient, its officers, agents, employees, subcontractors, and/or consultants, successor or assigns, or the County, or its appointed or elected officers, employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, or its appointed or elected officials or employees.
- B. The preceding paragraph is valid and enforceable only to the extent of the Subrecipient's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Subrecipient or the Subrecipient's agents or employees.
- C. With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Subrecipient expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless

provided in this Agreement extend to any claim brought by or on behalf of any employee of the Subrecipient. This waiver is mutually negotiated by the parties to this Agreement.

- D. In addition to any other remedy authorized by law, the County may retain so much of the money otherwise due the Subrecipient as deemed necessary by the County to ensure indemnification until disposition has been made of such suits or claims subject to the provisions of this section.
- E. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
- F. Capital Projects
  - 1. The Subrecipient shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, run-off, or other related items arising during construction of the project.
  - 2. The Subrecipient shall also bear sole responsibility for any pollution of rivers, streams, ground water, or other waters which may occur as a result of construction operations.
  - 3. The Subrecipient shall exercise all necessary precautions throughout the life of the project to prevent pollution, erosion, siltation, and damage to property.

## 9. **NON-DISCRIMINATION IN EMPLOYMENT SERVICES**

- A. During the performance of this Agreement, the Subrecipient shall comply with federal, state, and local laws including, but not limited to:
  - Section 703, Titles VI and VII of the Civil Rights Act of 1964 [42 U.S.C. 2000d and e], the Civil Rights Act of 1991 [42 U.S.C. 1981],
  - The Americans with Disabilities Act of 1990 (ADA) [42 U.S.C. 12101 *et seq.*],
  - Sections 503 and 504 of the Rehabilitation Act of 1973 [29 U.S.C. 793 and 794], the Age Discrimination in Employment Act of 1967 [29 U.S.C. 621],
  - The Age Discrimination Act of 1975 [42 U.S.C. 6102],
  - The Vietnam Era Veterans Readjustment Assistance Act of 1974 [38 U.S.C. 2011],
  - Any relevant Executive Order (E.O.) issued by the President of the United States,
  - The Washington State Law Against Discrimination [Chapter 49.60 RCW], and
  - Any related provisions of the Code of Federal Regulations (CFR), Washington Administrative Code (WAC) and Revised Code of Washington (RCW), or any subsequent amendments to these provisions.
- B. Requirements of the County's Non-discrimination Plan are incorporated by reference to this Agreement and include, but are not limited to paragraphs listed below.

- C. The Subrecipient shall not discriminate against any employee or applicant for employment, nor conduct any unlawful employment practices because of race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person. This requirement does not apply, however, to a religious corporation, association, or educational institution with respect to the employment of individuals of a particular religion to perform work connected with the operation of such corporation, association, or educational institution, in pursuit of its activities.
- D. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, genetic information, or the use of a trained guide dog or service animal by a disabled person. For newspaper advertisements, the Subrecipient may state that the Subrecipient is an Equal Opportunity Employer, instead of using the longer qualification.
- E. The Subrecipient will not, on the basis of race, color, religion, creed, national origin, sex, age, disability, sexual orientation, marital status, or veteran status:
1. Deny an eligible individual any services or other benefits provided under this Agreement or any subcontracts awarded pursuant to this Agreement;
  2. Provide any services or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this Agreement or any subcontracts awarded pursuant to this Agreement;
  3. Subject an individual to unlawful segregation or separate treatment, or unlawful discriminatory treatment in any manner related to the receipt of any services and/or the use of the Subrecipient's facilities, or other benefits provided under this Agreement; nor
  4. Deny any individual an opportunity to participate in any service provided by this Agreement, or afford an opportunity to do so which is different from that afforded others under this Agreement. In determining: (i) the types of service or the benefits to be provided; (ii) the class of individuals to whom, or the situation in which, such services or other benefits will be provided; or (iii) the class of individuals to be afforded an opportunity to participate in any service or other benefits; the Subrecipient will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person.
- F. As required by Title III of the ADA regarding places of public accommodation, the Subrecipient will ensure equal opportunity for individuals with disabilities to receive services. The Subrecipient will make reasonable modifications to policies, practices, and procedures that deny equal access to individuals with disabilities.

10. **RELIGIOUS ACTIVITIES**

In accordance with the First Amendment of the United States Constitution and with Article 1, Section 11 of the Washington State Constitution, as a general rule, funds received under this Agreement may not be used for religious activities. The following restrictions and limitations apply to the use of funds provided by Pierce County under this Agreement:

- A. The Subrecipient may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the services funded under this Agreement;
- B. The Subrecipient may engage in inherently religious activities, but such activities must be separated in time or place from the services provided to beneficiaries under this Agreement and participation in such activities by individuals to receive services under this Agreement must be voluntary.

In performing under this Agreement, the Subrecipient shall not discriminate against an individual beneficiary or a prospective beneficiary of services under this Agreement on the basis of religion or religious belief.

11. **DRUG-FREE WORKPLACE**

In accordance with the Drug-Free Workplace Act the Subrecipient shall maintain a written drug-free workplace policy, notifying employees that the possession or use of a controlled substance is prohibited in the workplace, and specifying the actions which will be taken against employees for any violation of the policy.

12. **PAYMENT OF TAXES**

As a condition of performance of this Agreement, the Subrecipient shall pay all federal, state, and local taxes incurred by the Subrecipient and shall require their payment by any subcontractor or any other person in the performance of this Agreement. Satisfactory performance of this section is a condition precedent to payment by the County under this Agreement.

13. **RELATIONSHIP, ASSIGNABILITY, AND SEVERABILITY**

The Subrecipient, its employees, agents, consultants, or subcontractors performing work under this Agreement are independent Subrecipients and are not employees or agents of the County in any manner whatsoever. The Subrecipient, its employees, agents, consultants, or subcontractors will not hold itself out as, nor claim to be, an officer or employee of the County for any reason, and will not make any claim, demand, or application to or for any right, privilege, or benefit applicable to an officer or employee of the County including, but not limited to Worker's Compensation coverage, Unemployment Insurance, Social Security, retirement membership or credit, health care, or vacation or sick leave benefits.

The performance of all or part of this Agreement by the Subrecipient shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Subrecipient or any employee of the Subrecipient or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any person without prior written approval by the County. If any

provision of this Agreement, or portion thereof, is found to be invalid, the remainder of this Agreement shall not be affected, providing the remainder continues to conform to applicable federal, state, and local laws and regulations.

14. **AUDITS**

The Subrecipient shall submit to the County's fiscal representative an independent audit engagement letter and other reports as follows:

- A. Subrecipients that are required to have a single audit (formerly known as A-133 audit), must submit a copy of the independent auditor engagement letter to the County once this Agreement has been executed.
- B. Federal Funds Requirements – Title 2 Code of Federal Regulations (CFR) Chapter 2 Part 200.500 Uniform Administrative Requirements for audits require Non-profit and governmental Sub-recipients expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with Title 2 CFR Subtitle A Chapter 2 Part 200 Subpart F "Audit Requirements". The Subrecipient is to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited.
- C. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance must also be included.
- D. When the Subrecipient is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Subrecipient in accordance with Part 200.509 of the 2 CFR Chapter 2 Subpart F "Auditor Selection".
- E. The Subrecipient shall include the above audit requirements in any subcontracts.
- F. Inform the County's fiscal representative in advance of the date and time of the independent auditor's exit interview with the Subrecipient so that a County representative can be present if the County so desires.
- G. Submit the independent Certified Public Accountant (CPA's) auditor's financial statement report, the single audit (formerly known as A-133 audit) reports and the management letter ("collectively referred to as "reports") to the County within thirty (30) calendar days following the issuance of such reports.
- H. Provide comments on any findings and recommendations in the reports, including a plan for corrective action for any findings.
- I. The working papers of the reports must be available to the County.

In the event the Subrecipient's independent auditor does not provide the assurances necessary to satisfy federal and/or state audit requirements, the County retains the right to request a full audit and the Subrecipient will be responsible for any and all costs incurred in order to provide the required audit and assurances.

The reports will be submitted to the County's fiscal representative annually if the Subrecipient receives an annual audit due to requirements other than stated in this Agreement.

For Subrecipients who are not required to obtain a single audit (formerly known as A-133 audit), the County, at its discretion, may require the Subrecipient to obtain an independent review or an independent audit, at the Subrecipient's expense, conducted by an independent CPA. A single audit (formerly known as A-133 audit) requirements may also apply. See Exhibit C, Compensation and Financial Requirements.

**15. RECORDS AND REPORTS**

- A. The Subrecipient shall retain all books, records, documents, reports, and other data relevant to this Agreement, for a minimum of six (6) years after expiration or termination of this Agreement, unless longer and otherwise provided or required by law. If any audit, claim, litigation, or other legal action involving the records is started before applicable retention dates expire, the records shall be maintained until completion and resolution of all issues arising therefrom or until the end of applicable retention dates, whichever is later.
- B. An adequate audit trail shall be maintained. All transactions are to be clearly documented. The documentation is to be readily available for examination.
- C. The Subrecipient shall clearly separate allowable costs from unallowable costs, in accordance with the regulations and restrictions normally associated with federal programs including OMB 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (uniform guidance) and other such uniform administrative requirements for grants-in-aid now in effect or which hereafter may be made applicable by local, state, or federal laws or regulations. All of the above are incorporated in this Agreement by reference.
- D. The Subrecipient shall maintain written policy and procedural manuals for all services, information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staff changes or absences occur.
  - 1. The Subrecipient must establish and maintain an accounting system which adequately and separately identifies all funding sources and all application of funds associated with providing the required services including, but not limited to, local, state, and federal grants, fees, donations, federal funds, and all other funds, public or private. All costs incurred by the Subrecipient must be accurately identified and recorded even when no revenue is received for services. This accounting system provides the means to gather fiscal data necessary to determine: a) the cost of a unit of service; b) the bid price; and c) if funds were generated in excess of allowable costs.
  - 2. These records shall contain information pertaining to projects, contracts, grants, or sub-grant awards, and all authorizations, obligations, non-obligated balances, assets, outlays, liabilities, expenditures, and revenue.
  - 3. The Subrecipient shall maintain all books, records, documents, reports, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. Subrecipients shall maintain their fiscal books, records, documents, and other data in a manner consistent with generally accepted accounting principles.

- E. All records required to be maintained by this Agreement or by state and federal regulations are public records and shall be maintained and released, when requested, in accordance with applicable laws.

**16. RIGHT TO INSPECTION AND USE OF MATERIALS**

- A. County representatives, the State Auditor, and officials of the federal government shall have the right to review and monitor the financial and service components of this Agreement. The County's review will occur with reasonable notice, and will include, but is not limited to, on-site inspection by County agents or employees, and inspection of all records or other materials which the County deems pertinent to performance, compliance, or quality assurance in conjunction with this Agreement.
- B. During the term of this Agreement and for one (1) calendar year following termination or expiration of this Agreement, the Subrecipient shall, upon receiving reasonable notice, provide the County with access to its place of business and to its records that are relevant to compliance with this Agreement.
- C. The County may duplicate, use, and disclose in any manner, for any purpose whatsoever and authorize others to so do, all material created under this Agreement and paid for by the County.

**17. DEBARMENT**

The Subrecipient shall assure that, its officers, agents, subcontractors, and consultants shall not fund, contract with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.

The Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Agreement by any federal department or agency. If requested by the County, the Subrecipient shall complete a Certification Debarment, Suspension, Ineligibility, and Voluntary Exclusion form.

**18. RESOLUTION OF DISPUTES**

- A. A Subrecipient with a complaint involving this Agreement is encouraged to first attempt to resolve the matter with the County informally by communicating by telephone or electronic mail with the appropriate County representative or by meeting with that individual in person. The County representative must send written notification to the Subrecipient, specifying the response to the complaint and the date the informal dispute resolution process concluded. If the informal dispute resolution process is unsatisfactory and the Subrecipient elects to register a formal complaint, a Subrecipient shall submit a detailed written description of the issues which form the basis of the complaint to the Contract & Monitoring Manager at Planning and Public Works, 2702 South 42<sup>nd</sup> St., Suite 201 Tacoma, WA. The Subrecipient's written complaint must be received by the County within thirty (30) calendar days of the date that the informal dispute resolution process concluded.
- B. Upon receipt of a formal written complaint, the Contract & Monitoring Manager or designee will send a written confirmation to the Subrecipient acknowledging receipt of the complaint within five (5) working days. The Contract & Monitoring Manager or designee shall also contact the Subrecipient to establish a meeting to discuss and seek agreement and resolution of the formal complaint. The meeting shall be held within

fifteen (15) working days of receipt of the written complaint. The manager shall issue a written decision regarding the Subrecipient's formal complaint no later than fifteen (15) working days following completion of the meeting.

- C. If agreement and resolution are not reached and the Subrecipient elects to pursue the complaint further, the Subrecipient may, within five (5) working days after receipt of the Contract & Monitoring Manager's written decision, file a written appeal to the Director of Pierce County Planning and Public Works at the address listed in this Agreement. The appeal must state all facts and arguments upon which the appeal is based. The Director or designee will render a written decision within fifteen (15) working days following completion of the meeting.
- D. The Subrecipient may appeal an adverse decision of the Director of Pierce County Planning and Public Works to the Pierce County Executive, 930 Tacoma Avenue South, Room 737, Tacoma, WA 98402. The appeal must be received in writing by the Pierce County Executive within five (5) working days of the Subrecipient's receipt of the Director's decision. Upon receipt of a formal written appeal, the Pierce County Executive or designee will schedule a meeting with the Subrecipient within fifteen (15) working days of receipt of the appeal. The Pierce County Executive or designee will issue a written decision within fifteen (15) working days following completion of the meeting.
- E. In the event that any subsequent litigation should arise concerning this Agreement, the venue of such litigation shall be in the courts of Pierce County. This Agreement shall be governed by the laws of the State of Washington.
- F. All mailings by and to the County required in this section of the Agreement shall be by certified mail with return receipt requested to the Subrecipient's address of record.

## 19. **SUSPENSION, TERMINATION, AND CLOSEOUT**

- A. For Convenience – Either the Subrecipient or the County may terminate this Agreement for convenience or without cause by providing written notice at least sixty (60) calendar days prior to the effective date of the termination. If this Agreement is so terminated, the County and Subrecipient shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- B. For Cause – The County may, upon written notice to the Subrecipient, immediately suspend or terminate this Agreement in whole or in part, or withhold any payment of funds in whole or in part, when the County determines, in its sole discretion, that continuation of the Agreement is detrimental to the County's interest, including, without limitation, the occurrence of any one (1) or more of the following:
  - 1. Expected or actual funding from the state, federal government, or other source(s) is withdrawn, reduced, or limited in any manner after the effective date of this Agreement and prior to its normal completion; or
  - 2. Performance of this Agreement is rendered unfeasible or impossible for any reason; or
  - 3. Subrecipient fails to comply with any of the terms or conditions of this Agreement or when the Subrecipient fails to substantiate Subrecipient's compliance with this Agreement when requested to do so by the County; or

4. Subrecipient uses Agreement funds ineffectively, improperly, or illegally; or
  5. Subrecipient provides materials, information, reports, or documentation which are incomplete, incorrect, or false, either knowingly or negligently; or
  6. Subrecipient fails to provide services, information, reports, or documentation required by this Agreement in a timely and reasonable manner; or
  7. Subrecipient fails to resolve in a timely fashion audit findings associated with this Agreement which could materially impact performance of this Agreement; or
  8. Subrecipient is unable to carry out the terms and conditions of this Agreement in compliance with applicable local, state, or federal law; or
  9. Any illegal act by the Subrecipient.
- C. The County's forgiveness of the Subrecipient's nonperformance of any provision of this Agreement in one (1) instance does not constitute a waiver of any provision of this Agreement, nor of future nonperformance of the same provision.
- D. If the Subrecipient receives a notice of termination from the County for either convenience or cause or issues a notice of termination to the County, the Subrecipient shall:
1. Stop work on the date and to the extent specified;
  2. Place no further orders or agreements for goods, services, or facilities to complete the work now terminated;
  3. Assign to the County all of the Subrecipient's rights, title, and interest under the orders and agreements placed by the Subrecipient to complete the work now terminated;
  4. Deliver or convey title to:
    - a) Any property produced by the work terminated;
    - b) Any usable personal property in which the County has a secured interest;
    - c) Any usable property carried on the County's inventory; or
    - d) Any real property in which the County, or any entity named by the County, has a secured interest; and
    - e) Send a final billing for the work now terminated to the County within thirty (30) calendar days of the date of termination.
- E. If the County receives a notice of termination from the Subrecipient, or if the County issues a notice of termination to the Subrecipient, the County:
1. Will arrange to take delivery of property or the right, title, or interest of real property conveyed by the Subrecipient in conjunction with this Agreement; and

2. Will make final payment upon receipt of final billings for all authorized services, if the Subrecipient has provided documentation that the County's interests are fully protected.

F. The rights and remedies provided to the County and the Subrecipient in this section are in addition to any other rights and remedies provided by law or under this Agreement. Termination of this Agreement by the County at any time during the term of the Agreement shall not constitute a breach of contract by the County. The Subrecipient may request a reconsideration of the County's decision to terminate this Agreement in accordance with Resolution of Disputes Section listed above.

## 20. **LOBBYING CERTIFICATION**

The Subrecipient 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 Subrecipient, 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 Subrecipient 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 Subrecipient 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.

## 21. **GENERAL COMPLIANCE**

Subrecipients with contracts in excess of \$25,000 and with a Contract duration of longer than one hundred twenty (120) calendar days that are not specifically exempted under PCC 2.106.022, shall enroll in the Federal E-Verify Program. The requirement extends to every subcontractor meeting the same criteria. The Subrecipient must provide certification of enrollment in the Federal E-Verify program to the County before execution of this Agreement. The Subrecipient will remain enrolled in the program for the duration of this Agreement. The Subrecipient is responsible for verification of every applicable subcontractor. The County reserves the right to require a copy of the Memorandum of Understanding between the

Subrecipient or any Subcontractor and the Department of Homeland Security upon request at any time during the term of this Agreement. Failure to provide this document may result in termination of this Agreement.

**22. SURVIVABILITY**

The terms and conditions contained in the Agreement that by their sense and context are intended to survive the expiration of this Agreement shall so survive. Surviving terms include, but are not limited to: Resolution of Disputes, Defend, Hold Harmless and Indemnification, Right to Inspection, Records and Reports, and Treatment of Assets.

**23. PROPRIETARY SOFTWARE APPLICATIONS**

In the event that the Subrecipient accesses the County's proprietary software applications to perform any work under this Agreement, the Subrecipient shall read and agree to the terms and conditions of the software license agreement, and shall not violate the terms and conditions of the software license agreement including, but not limited to:

- A. The use of the software application shall be restricted to employees or subcontractors;
- B. The Subrecipient shall not "pirate" or reverse engineer the software application; and/or
- C. Otherwise use the application in any way that may harm the County.

**24. LICENSING AND ACCREDITATION STANDARDS**

The Subrecipient agrees to comply with all applicable local, state, and federal licensing standards, all applicable accrediting or certification standards, and any other standards or criteria established by the County to ensure quality of services, and to supply proof of said compliance upon demand.

**25. TREATMENT OF SUBRECIPIENT ASSETS**

- A. Title to all property furnished by the regulating authority shall remain with the regulating authority; and title to all property furnished by the County shall remain with the County.
- B. The Subrecipient shall obtain prior written approval by the County when purchasing non-expendable personal property if the cost of the personal property is to be reimbursed as a direct item of cost under this Agreement. This approval may be accomplished by inclusion in the Agreement Budget.
- C. Title of all non-expendable personal property purchased by the Subrecipient, the cost of which the Subrecipient is reimbursed as a direct item of cost under this Agreement, shall vest in the Subrecipient.
- D. Any non-expendable personal property furnished to, or purchased by, the Subrecipient, unless otherwise provided herein or approved by the County, be used only for the performance of this Agreement.
- E. As a precedent to reimbursement for the purchase of non-expendable personal property, title to which shall be vested in the County, the Subrecipient agrees to provide all necessary information and documents in order for the County to execute such security agreements and other documents as shall be necessary for the County to protect its

interest in such property in accordance with the Uniform Commercial Code as codified in Article 9 of Title 62A RCW.

- F. The Subrecipient shall be responsible for any loss or damage to property of the County, including all expenses resulting from such loss or damage, which results from negligence, willful misconduct, or lack of good faith on the part of the Subrecipient, or which results from the failure on the part of the Subrecipient to maintain and administer the property in accordance with sound management practices. Furthermore, the Subrecipient shall ensure that all County property in its possession, when returned to the County, shall be in a like condition to that in which it was when furnished to the Subrecipient or the condition in which the property was when acquired by the Subrecipient through purchase, except that in all cases, reasonable wear and tear shall be allowed.
- G. Within three (3) calendar days of discovery of loss or destruction of or damage to County property, the Subrecipient shall notify the County in writing and include appropriate documentation (i.e., police, fire, or accident reports). The Subrecipient shall take all reasonable steps to protect that property from further damage.
- H. Within five (5) working days after termination, or completion of this Agreement, unless otherwise mutually agreed in writing between the Subrecipient and the County, the Subrecipient shall surrender to the County all property of the County.
- I. The County may, at its discretion, abandon in place any property in which title is vested in the County under the terms of this Agreement insofar as permitted by law, rule, or regulation.
- J. Non-expendable personal property acquired by the Subrecipient, the cost of which is reimbursed by the County or the Subrecipient with funds provided through this Agreement, shall be subject to the same constraints, procedures, treatment, handling, disposition, and other matters as specified above. The Subrecipient shall take all steps necessary to ensure that the interest of the County in such property shall be protected and safeguarded.
- K. The Subrecipient will maintain property record cards and property identification tabs as may be directed by the County. This applies only to property purchased with federal, state, and/or County funds specifically designated for such purchase.

## **Exhibit A**

### **Scope of Work**

This Agreement is between the County and the Subrecipient for the project identified as **South Sound Shellfish Recovery Near Term Action Implementation** which is a federally funded project through the Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program PC01J18001-0, dated August 2, 2016, from the U.S. Environmental Protection Agency (EPA), CFDA number 66.123. The award is non-Research and Development. Phase 2 will be authorized upon the authorized extension of the County's pass-through award from Washington State Department of Health #GVL22510.

The funds are to be used to support efforts that will improve water quality by implementing the technical assistance, agricultural planning and design services in Thurston County geographies that drain to shellfish production areas.

Period of Performance: October 25, 2022 through September 30, 2023

Project Task and Subtask numbers reflect the reference numbers in Pierce County's agreement GVL22510 with the Department of Health and are, therefore, not sequential. All progress reports and invoices should reference the subtask numbers used within this Scope of Work.

#### **Task 1: Project Management and Reporting**

**OBJECTIVE:** The THURSTON CONSERVATION DISTRICT (TCD) will provide timely reports of their work on this project.

##### **Subtask 1.2.1**

TCD will email quarterly progress summary and invoicing related to project tasks and deliverables to Pierce County. TCD will use the templates provided by Pierce County to complete these reports. Templates will follow the FEATS (Financial and Ecosystem Accounting Tracking System) format, but additional text and attachments may also be submitted. Progress reports should provide:

- A description of the work completed in the last quarter, including total spending 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.

Pierce County may request monthly reporting and invoicing. TCD will submit progress reports according to the following schedule:

Second Quarter Period:                      April 1 – June 30                      Summary due by July 10

TCD will submit a final report and project invoice upon contract completion or by September 25, 2023. The final report will describe the entire project, highlight project outcomes, and discuss lessons learned.

##### **Deliverables:**

<b>Deliverable</b>	<b>Due Date</b>
Quarterly Progress Report Submitted to County	July 10, 2023
Final Project Report Submitted to County	September 25, 2023

**Task 1 Budget: \$500**

### **Task 3: Water Quality BMP Technical Assistance**

**OBJECTIVE:** The THURSTON CONSERVATION DISTRICT (TCD) will provide education and technical assistance to landowners in Thurston County Shellfish Protection Districts.

#### **Subtask 3.2.3**

TCD will provide technical assistance services to landowners. This will include performing site visits and developing written, prioritized recommendations for individual properties. This may also include assisting with the design and/or installation of water quality BMPs whose implementation are not funded through this agreement.

These services may include the following:

1. Conduct outreach activities to landowners and stakeholders to increase awareness of technical assistance services.
2. Provide technical assistance to landowners to site, design, prioritize, and construct BMPs including engineering services, if needed.
3. Develop and supervise the installation of water quality BMP projects.
4. Conduct initial and follow up site visits to ensure proper installation, use, and maintenance of BMPs.
5. Assess BMP implementation effectiveness
6. Conduct administrative tasks for grant reporting
7. Submit progress reports on the number, type, cost (if applicable) and approximate location of agricultural corrections completed and in progress, with both the total amount for each reporting period and a running total.

Activities completed under this task will include the following:

1. 25 technical assistance site visits in the Henderson Inlet and Nisqually Reach Shellfish Protection Districts.
2. Identify 6 BMPs to address water quality problems.
3. Design 3 BMPs to correct water quality problems.

#### **Deliverables:**

<b>Deliverable</b>	<b>Due Date</b>
25 Technical Assistance Site visits with progress reported quarterly	September 30, 2023
Final Project Report and Program Evaluation	September 25, 2023

### **Task 3 Budget: \$39,500**

#### **Assumptions:**

1. These activities may be used to provide match for other grants obtained by the TCD. TCD is responsible for confirming that monies received through the National Estuary Program can be used as allowable match for other grant programs.
2. TCD will promote the availability of the farm resource opportunities.
3. TCD will be able to locate cooperative landowners in the Thurston County area Shellfish Protection Districts to provide a minimum of 25 technical assistance site visits and to design at least 3 BMPs to address water quality concerns.

4. TCD will be able to identify 6 additional BMP projects for future design/implementation, that will address water quality concerns.
5. TCD will report on BMPs designed or implemented as a result of this project, but project funding will not be used to fund BMP implementation. TCD may use other funding sources to provide cost share or other resources to implement BMPs.

## **Exhibit B**

### **Compensation and Financial Requirements**

#### **1. COMPENSATION**

In consideration of the mutual promises given and the benefit to be derived from this Agreement, the County agrees to provide funds in the amount of **FORTY THOUSAND and no/100 dollars, (\$40,000.00)** to accomplish the scope of services described in Exhibit A – Scope of Work. The project budget and financial requirements are provided below.

##### **Budget Summary**

Task 1 Budget: \$500.00

Task 3 Budget: \$39,500.00

**Project Total: \$40,000.00**

#### **2. FINANCIAL REQUIREMENTS**

##### **A. Applicable Regulations and Restrictions**

It is understood that where applicable, funds provided by this Agreement are federal funds administered by the County and are subject to those regulations and restrictions normally associated with federal programs including: 2 CFR 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (formerly OMB Circular A-21, A-87, A-102, A-110, A-122 and A-133), and other such uniform administrative requirements for grants-in-aid now in effect or which hereafter may be made applicable by local, state or federal laws or regulations. All of the above are incorporated in this Agreement by reference.

##### **B. Audit requirements of the main contract, identified as Section 14 Audits must be adhered to by Subrecipients. Subrecipients who are required to obtain a single or program-specific audit (formerly an A-133 audit) must meet the requirements of 2 CFR 200.500-507. Audits and/or reviewed financial statement must be submitted to the County within thirty (30) calendar days of issuance. The review must be conducted in accordance with the Statements and Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants for non-profits or the Government Auditing Standards issued by the Comptroller General of the United States for government entities.**

##### **C. Approved Uses, Grant Funds**

It is expressly understood that funds may only be used for costs included in the attached approved project budget and may not be used for the general administration or operation of the Subrecipient and may not replace non-federal funds in any jointly funded project.

##### **D. Changes and Modifications**

1. Either party may amend this agreement per the requirements of Section 6. Amendments of this Agreement. A formal written and approved contract amendment for major changes is required. Major changes are those: that impact

the scope of work beyond minor budget and/or service adjustments that: increase or decrease the contract amount, add new line items to the approved Budget Summary, extend the time of performance, or make other regulatory changes. Proposed amendments must be submitted in writing (letter or email) by the Subrecipient, including an explanation for the requested change. If approved, an amendment will be processed for signature by both parties. Once the Subrecipient receives the fully executed amendment, billings may be submitted using the amended Budget Summary.

2. Minor budget and/or service adjustments include:

- a) A transfer from one (1) or more line item(s) not exceeding ten percent (10%) of the existing line item in Budget Summary (Exhibit B), is allowed with a corresponding decrease in another line item(s). Such a transfer may not increase the total contract amount. The request and approval of such transfers may be communicated via email.
- b) A written letter of agreement may be used to communicate minor changes that exceed ten percent (10%). Minor changes include line item adjustments to the contract budget or modifications to the day to day operating structure for services provided that do not impact the total contract amount. The letter of agreement must be signed by County Staff and the authorized signer of the agreement.

E. Inappropriate Funds Obligation

1. Funds shall not be obligated for:

- a) Any action subsequent to written notification from the county suspending or terminating the Agreement, except as authorized by the County.
2. The Subrecipient shall refund to the County any payment or partial payment expended by the Subrecipient, its Contractors or Consultants which is subsequently found to be ineligible, inappropriate or illegal.

F. Request for Payment

- 1. Reimbursement requests will not be approved unless Subrecipient submits timely performance reports and all information necessary to demonstrate compliance with regulations, eligibility, goals and objectives.
- 2. Request for payment by the Subrecipient shall include only the request for payment or reimbursement of cost actually incurred per the approved budget and supported by documentation. All reimbursement requests must be accompanied by copies of substantiating receipts, pay stubs, invoices or other proof of incurred costs and must be signed by a signature authority designee(s). A signature authority designee(s) form must be on file prior to the first contract payment request submission of the contract period. All backup documentation and a signed copy of the contract payment request are to be submitted electronically to [pcpwcontractservices@co.pierce.wa.us](mailto:pcpwcontractservices@co.pierce.wa.us) with organization name and service period in the subject line of the Email. Instructions and forms for electronic submissions will be forwarded to the Subrecipient upon execution of this agreement.

3. The Subrecipient is prohibited from submitting request for payment in excess of actual requirements for carrying out the project.
4. Subject to the terms and conditions of this Agreement, the Subrecipient shall submit a Contract Payment Request Form on a monthly basis within twenty-one (21) working days following the month in which the Subrecipient has incurred expenditures for services and costs as outlined in this Agreement. The amount requested must be supported by actual costs incurred and paid for by the Subrecipient/vendor. The County shall issue payment no later than thirty (30) working days after the receipt of complete and accurate billing information as determined by the County. The submission of incomplete or inaccurate billing information may delay the reimbursement process, and shall not be considered a breach of contract.
5. Exceptions to these procedures must be requested in writing and agreed upon between the parties.

G. Multiple Agency Funding

Projects funded by multiple agencies or sources shall indicate in the project budget the agency or source from which the funds derive and how the funds will be utilized.

## **Exhibit C**

### **Applicable Definitions**

The following terms shall have the following definitions:

"Acquisition Cost" shall mean that amount expended for property, excluding interest, plus, in the case of property acquired with a trade-in, the book value (acquisition cost less amount depreciated through the date of trade-in) of the property traded in. Non-expendable personal property, the value of which was expended when acquired, has a book value of zero (0) when traded in.

"Agreement" shall mean the Basic Agreement and any Statements of Work and Exhibits that are attached to and incorporated by reference to the Basic Agreement.

"BARS" shall mean Budget, Accounting, and Reporting System for counties, cities, and other local governments.

"Business Entity" shall mean any person, or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit with the County. The term business entity shall include, but not be limited to partnerships, corporations, Subrecipients, and subcontractors doing business with the County.

"CFR" shall mean Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.ecfr.gov>

"Contract" shall mean the Basic Agreement and any Statements of Work and Exhibits that are attached to and incorporated by reference to the Basic Agreement.

"Contract Budget" shall mean the budget incorporated in this Agreement, identifying a plan for the expenditure of contracted funds.

"Subrecipient" for purposes of E-Verify, PCC 2.106.022 and 2.106.025, shall mean a person, employer or business entity that enters into a contract or an agreement with the County to perform any service or work, or to provide a certain product in exchange for valuable consideration. For purposes of PCC 2.106.022 and 2.106.025, the term Subrecipient shall **not** include government agencies; legal, architectural and engineering service providers; those whose contracts would be exempt from competitive bidding under PCC 2.106.060 B; those whose contracts issue under PCC 2.106.070, those whose supplies and services are purchased under PCC 2.106.410; regulated providers of insurance, bonding, banking, or investment services; or public utilities.

"Cost Reimbursement" shall mean that payment to the Subrecipient is based upon the actual reimbursable costs incurred under this Agreement.

"Debarment" shall means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

"E-Verify", PCC 2.106.022 and 2.106.025, shall mean the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Pub. L. No. 104-208, Division C, Title IVY s. 403(a), as amended, and operated by the United States Department of Homeland Security, or a successor electronic verification of work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the

work authorization status of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. No. 99-603.

"Fee for Service" shall mean paying the Subrecipient a negotiated fixed rate, based upon performance of a defined unit of service.

"Financial Statement" shall mean a combined report, or separate reports, of financial information prepared by the Subrecipient's accountant that identifies the Subrecipient's financial position, operating results, and other pertinent information. The reporting period of the document(s) shall correspond with the Subrecipient's calendar or fiscal year.

"Independent Auditor" shall mean either a certified public accounting firm or a certified public accountant.

"Information Technology (IT) Purchases" include, but are not limited to, computers, software, desk telephones, and cellular telephones, but do not include keyboards and mouse.

"Non-expendable Personal Property" shall mean tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000.00 or more per unit, unless a greater amount is specified in an Appendix or Work Order.

"PCC" shall mean Pierce County Code.

"Personal Property" shall mean property of any kind, including small and attractive items and IT equipment, except real property.

"Price Related" shall mean a price-analyzed payment structure in which payments are either made as a lump sum, or made at a rate-per-unit basis, and without consideration of the Subrecipient's actual or anticipated costs.

"RCW" shall mean the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/RCW/>

"Real Property" shall mean any interest in land.

"Regulating Authority" shall mean any federal, state county or local entity which has the ability to enforce laws regulations or requirements upon the Subrecipient.

"Small and Attractive Items" shall mean those items with a value of \$300.00 or more that are particularly vulnerable to loss. Examples of these items include, but are not limited to, communication equipment, cameras, IT accessory equipment such as scanners, office equipment, televisions, cellular telephones, and VCRs.

"Subcontract" shall mean any agreement between the Subrecipient and a Subcontractor or between a Subcontractor and another Subcontractor that is related to this Agreement, provided that the Subcontract does not include the purchase of supplies or support services that do not directly affect the funded services. The terms Subcontract and Subcontracts shall mean Subcontract(s) in any tier.

"Subcontractor" shall mean any person, partnership, corporation, association, or organization, not in the employment of the Subrecipient, who is performing part of the contract or Subcontract from a Subcontractor. The terms Subcontractor and Subcontractors shall mean Subcontractor(s) in any tier.

"Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

"Useful Life" of non-expendable personal property shall mean that useful service life as based upon the United States Department of Treasury, Internal Revenue Service, policies on depreciation for tax purposes, unless the Subrecipient or Subcontractor documents in writing some different period that the County agrees to in writing.

"Unit Cost Rate" shall mean a payment mechanism where reimbursable costs incurred in a prior period, divided by the units of service delivered in the prior period and multiplied by the units identified in the current period, determines the total amount paid.

"Vendor" shall mean a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program.

"WAC" shall mean the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>

"Work Order" shall mean a document attached to and incorporated by reference to the Basic Agreement which states the goods, services, and/or benefits to be delivered, and any other terms and conditions that apply to the work.

**PIERCE COUNTY**  
**Agreement Signature Page**

Agreement # SC-110149

IN WITNESS WHEREOF, the parties have executed this Agreement on the days indicated below:

**SUBRECIPIENT:****PIERCE COUNTY**

**Approved as to legal form only:**

Signature

Date

Deputy Prosecuting Attorney

Date \_\_\_\_\_

Print Signer's Name and Title

**Approved:**

Thurston Conservation District

Agency Name

Deputy Director  
(Up to \$250,000)

Date

Mailing Address:

2918 Ferguson St SW, Ste A  
Tumwater, WA 98512

Contact Name: Sarah Moorehead

Finance Director

Date

Contact Phone Number: 360-754-3588

Federal Tax Id No.:

Federal Filing Status:

☐ Corporation   ☐ Partnership   ☐ Sole Proprietor

**Certificate Of Completion**

Envelope Id: 81810A27C9B345829956813EB04F52CE

Status: Sent

Subject: SC-110149: South Sound Shellfish Recovery Near Term Action Implementation

Source Envelope:

Document Pages: 24

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Karlee Iverson

AutoNav: Enabled

1102 Broadway

Envelopeld Stamping: Disabled

Ste 101

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Tacoma, WA 98402

karlee.iverson@piercecountywa.gov

IP Address: 97.113.36.119

**Record Tracking**

Status: Original

Holder: Karlee Iverson

Location: DocuSign

6/28/2023 7:53:00 AM

karlee.iverson@piercecountywa.gov

**Signer Events****Signature****Timestamp**

Karin Strelloff

Sent: 6/28/2023 7:57:44 AM

Karin@thurstoncd.com

Resent: 6/28/2023 7:58:24 AM

Security Level: Email, Account Authentication  
(None)

Viewed: 6/28/2023 8:22:48 AM

**Electronic Record and Signature Disclosure:**

Accepted: 6/28/2023 8:22:48 AM

ID: 09901308-310b-4c53-b088-03ad207a204f

Bruce Wagner

bruce.wagner@piercecountywa.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Accepted: 6/27/2023 7:45:45 AM

ID: 127f9ace-cc50-4e8c-b424-f782718fdeb3

Gary Robinson

Gary.Robinson@piercecountywa.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Accepted: 6/27/2023 4:26:53 PM

ID: d88e67b0-d713-4b15-a81c-b7cc7fb483bc

Ian Northrip

ian.northrip@piercecountywa.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Accepted: 6/27/2023 11:57:02 AM

ID: d6add803-7367-4be7-8b4c-874a5728a80d

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Isaac Johnson isaac.johnson@piercecountywa.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 6/28/2023 7:57:43 AM Viewed: 6/28/2023 7:59:27 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/28/2023 7:57:44 AM
Envelope Updated	Security Checked	6/28/2023 7:58:23 AM
Envelope Updated	Security Checked	6/28/2023 7:58:23 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, FPM\_DocuSign\_Procurement (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact FPM\_DocuSign\_Procurement:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [curtis.hanson@piercecounitywa.gov](mailto:curtis.hanson@piercecounitywa.gov)

#### **To advise FPM\_DocuSign\_Procurement of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [curtis.hanson@piercecounitywa.gov](mailto:curtis.hanson@piercecounitywa.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from FPM\_DocuSign\_Procurement**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [curtis.hanson@piercecounitywa.gov](mailto:curtis.hanson@piercecounitywa.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with FPM\_DocuSign\_Procurement**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [curtis.hanson@piercecounitywa.gov](mailto:curtis.hanson@piercecounitywa.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify FPM\_DocuSign\_Procurement as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by FPM\_DocuSign\_Procurement during the course of your relationship with FPM\_DocuSign\_Procurement.



# BOARD MEETING ITEM SUMMARY SHEET

<b>Agenda Item Title:</b>		Interlocal Agreement Between TCD and TC to implement the VSP	
<b>Lead Staff:</b>	Marguerite Abplanalp	<b>Board Meeting Date:</b>	07/25/23
<b>Goal of Presentation:</b>	<b>Decision</b> <input checked="" type="checkbox"/>	<b>Information</b> <input type="checkbox"/>	<b>Feedback</b> <input type="checkbox"/>
<b>Description/Background:</b>	<i>Please provide a description or background of the project.</i>		
Agreement between Thurston County and the district for VSP			
<b>Pros:</b> Funding available to implement VSP		<b>Cons:</b> na	
<b>Fiscal Impacts:</b> <i>Please describe the costs associated with this action.</i>			
\$220,000 to TCD for VSP work			
<b>Recommended Action:</b>	<i>What decision do you recommend the board make?</i>		
Approve			
<b>Legal Review:</b>	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input checked="" type="checkbox"/>	<b>N/A</b> <input type="checkbox"/>
<b>Supporting Documents:</b> <i>Please list below <b>and</b> attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>			



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

This Agreement is made and entered into effective the 1st day of July 2023, by and between the THURSTON CONSERVATION DISTRICT, (hereinafter DISTRICT) and THURSTON COUNTY, a municipal corporation, through its Department of Community Planning and Economic Development Department, (hereinafter COUNTY), (hereinafter collectively referred to as the PARTIES or individually PARTY).

**WHEREAS**, RCW 39.34.080 authorizes a public agency to contact with another public agency to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform;

**NOW THEREFORE**, by virtue of RCW 39.34.080 and in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made part of, IT IS MUTUALLY AGREED AS FOLLOWS:

**1. PURPOSE**

It is the purpose of this Agreement for the COUNTY to meet its requirements for implementation of the Voluntary Stewardship Program (VSP) through this Agreement with the DISTRICT. The scope of work implemented under this Agreement shall be consistent with RCW 36.70A.700-760 and related statutes and shall be consistent with the agreement between the Washington State Conservation Commission, (hereinafter COMMISSION), and COUNTY for VSP implementation, incorporated herein by reference.

**2. DURATION**

This agreement shall commence on July 1, 2023 and shall terminate on June 30, 2025, unless extended later or terminated sooner as provided herein. Prior to commencement, this Agreement shall be filed in accordance with RCW 39.34.040. Work that occurs after July 1, 2023 is eligible to be reimbursed, after the contract has been finalized.

**3. SCOPE OF WORK**

In exchange for consideration under the Agreement, the DISTRICT shall provide landowner assistance for the VSP including, but not limited to, outreach and technical assistance in the various watersheds of the County. The DISTRICT shall also substantially perform the work listed in APPENDIX A – SCOPE OF WORK, herein.

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

#### **4. COMPENSATION**

a. Financing for activities under this agreement will be provided by the COUNTY with funds received from the COMMISSION. The maximum total amount payable by the COUNTY to the DISTRICT under this agreement shall not exceed \$220,000 for the 2023-2025 biennium. The breakdown of the amounts payable are noted in APPENDIX B - "COMPENSATION". Should the duration of the agreement be extended under Section 11 (b) of this Agreement, additional compensation will be determined by mutual agreement of both parties and generally consistent with the figures detailed in APPENDIX B.

b. The DISTRICT will be paid only for work expressly authorized in the agreement as specified in APPENDIX A – SCOPE OF WORK.

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

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

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

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

- g. Eligible costs are limited to those listed below:
- i. Salaries and benefits, 25% indirect of salaries and benefits is allowed on personnel.
  - ii. Travel, including mileage and per diem for program staff, consistent with state law and the COMMISSION's VSP General Billing FAQ.
  - iii. Travel and expenses paid directly to work group participants is not allowed.
  - iv. Meeting rooms and light refreshments for working meetings. Light refreshments are defined as: an edible item that may be served between meals, for example, doughnuts, sweet rolls, and pieces of fruit or cheese. A list of meeting attendees and an agenda are also required. Prior to purchase of coffee and light refreshments, a formally adopted written internal policy and procedure for approval is required.
  - v. Reports, studies, research, and document preparation.
  - vi. Copy and printing costs.
  - vii. Equipment. The DISTRICT agrees and understands that pre-approval by the COUNTY is required for equipment purchases. All equipment should be directly related to the activities listed in APPENDIX A – SCOPE OF WORK. Equipment may include, but is not limited to, farming implements for the VSP, computers, data base software, GIS software or other equipment approved by the COUNTY and COMMISSION for VSP implementation.

## **5. BILLING PROCEDURES**

a. Monthly billing invoices shall be submitted to the COUNTY billing contact within 15 days following the end of each month. An invoice shall be submitted regardless if work has been performed on the project. This is considered a "No Activity" invoice.

The COUNTY Billing Contact:

NAME:	Jason Albert
TITLE:	Financial Analyst
AGENCY:	Thurston County
MAIL ADDRESS:	The Atrium, 3000 Pacific Avenue SE
CITY, STATE, ZIP:	Olympia, WA 98501
PHONE:	360-867-2115
EMAIL:	Jason.Albert@co.thurston.wa.us

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

## **6. COST-SHARE & DISTRICT IMPLEMENTED PROGRAMS**

a. DISTRICT agrees and understands if a cost-share or District Implement Projects (DIP) program is offered as part of VSP implementation, COMMISSION policies and procedures as the entity providing the funding shall be abided by.

b. DISTRICT agrees if a cost-share or District Implement Projects (DIP) program is offered utilizing COMMISSION funding, the DISTRICT agrees to receive training regarding COMMISSION relevant policies and procedures, from COMMISSION staff, prior to using VSP funds for these programs. If cost share or DIP funding is provided without COMMISSION training on the use of cost share funding, there is no guarantee that reimbursement will occur.

## **7. ASSIGNMENT**

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

## **8. THIRD PARTY BENEFICIARY**

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

## **9. CONTRACT REPRESENTATIVE**

Each party shall have a contract representative. Each party may change its representative upon written notice to the other. The party's representatives are as follows:

a. For DISTRICT:

NAME: Sarah Moorehead  
TITLE: Executive Director  
MAIL ADDRESS: 2918 Ferguson ST SW, STE A  
CITY, STATE ZIP: Tumwater, WA 98512  
PHONE: 360-754-3588  
EMAIL: [smoorehead@thurstoncd.com](mailto:smoorehead@thurstoncd.com)

b. For COUNTY:

NAME: Ashley Arai  
TITLE: Community Agriculture Program Manager  
MAIL ADDRESS: The Atrium  
3000 Pacific Avenue S.E.  
CITY, STATE ZIP: Olympia, WA 98501

PHONE: 360-280-9298  
EMAIL: [ashley.arai@co.thurston.wa.us](mailto:ashley.arai@co.thurston.wa.us)

## **10. TERMINATION**

- a. The COUNTY or the DISTRICT may terminate this agreement upon 30-days' prior written notification for convenience, without any showing of cause.
- b. The parties right to termination is in addition to any other rights the parties may have, including but not limited to, breach of contract actions or suits for damages.
- c. The obligation of the COUNTY to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this contract crosses over state fiscal years the obligation of the COUNTY is contingent upon the appropriation of funds during the next fiscal year. The failure of the legislature or federal agencies to appropriate or allot such funds to the program shall be good cause to terminate this contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the DISTRICT. After the effective date, no charges incurred under this Contract are allowable.
- d. The DISTRICT shall not be relieved of any liability to the COUNTY for damages sustained by the COUNTY because of any breach of contract by the DISTRICT. The COUNTY may withhold payments for the purpose of setoff until such time as the exact amount of damages due the COUNTY from the DISTRICT is determined. In the event the DISTRICT fails to commence work on the project funded herein within the timelines established under RCW Chapter 36.70A.

## **11. CHANGES, MODIFICATIONS, AND AMENDMENTS**

- a. In the event of any errors or omissions by the DISTRICT in the performance of any work required under the Contract, the DISTRICT will make all necessary corrections without additional compensation. All work submitted by the DISTRICT will be certified by the DISTRICT and checked by the DISTRICT for errors and omissions. The DISTRICT will continue to be responsible for the accuracy of work even after the work is accepted by the COUNTY.
- b. Both parties agree to meet on as needed basis to review this agreement and if necessary, amend it. To be effective, any amendment or modification must be in writing, be agreed on by both parties and be attached to the agreement. Work under an amendment or a modification may not commence until the amendment or modification has been approved by both parties and has become effective.
- c. This agreement and the attached appendices contain the entire integrated agreement of the parties that may be changed, modified, or amended by written agreement executed by both parties.

## **12. ASSURANCES**

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

## **13. DISPUTES**

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

## **14. GOVERNANCE**

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

## **15. INELIGIBILITY**

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

## **16. INDEPENDENT RELATIONSHIP**

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

## **17. HOLD HARMLESS AND INDEMNIFICATION**

a. The DISTRICT shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the DISTRICT'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions

that information supplied or used by the DISTRICT or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the DISTRICT'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the DISTRICT'S obligations hereunder shall apply only to the percentage of fault attributable to the DISTRICT, its employees, agents or subcontractors.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the DISTRICT, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the DISTRICT or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the DISTRICT expressly waives any immunity the DISTRICT might have had under Title 51 RCW. By executing the Contract, the DISTRICT acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the DISTRICT makes with any subcontractor or agent performing work hereunder.

c. The DISTRICT'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the DISTRICT, the DISTRICT'S employees, agents or subcontractors.

#### **18. COMMERCIAL GENERAL LIABILITY**

a. The DISTRICT shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$1,000,000.

- i. The DISTRICT shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the DISTRICT will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
- ii. The DISTRICT'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
- iii. The DISTRICT shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of

evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.

- iv. If the DISTRICT'S liability coverage is written as a claims made policy, then the DISTRICT must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.
- v. If the Contract is over \$50,000 then the DISTRICT shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

b. Automobile Liability: The DISTRICT shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.

c. Other Insurance Provisions:

- i. The DISTRICT'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- iii. The DISTRICT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. The DISTRICT shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- vi. The DISTRICT shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

d. Verification of Coverage and Acceptability of Insurers: The DISTRICT shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- i. Certificates of Insurance shall show the Certificate Holder as Thurston County and include c/o of the Office or Department issuing the Contract. The address

of the Certificate Holder shall be shown as the current address of the Office or Department.

- ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst  
Human Resources  
The Atrium  
3000 Pacific Avenue S.E.  
Olympia, Washington 98501

- iii. The DISTRICT shall furnish the COUNTY with properly executed certificated of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.
- iv. The DISTRICT or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

## **19. KICKBACKS**

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

## **20. INTELLECTUAL PROPERTY**

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

b. Publications. When the DISTRICT, DISTRICT's Agent(s), or persons employed by the DISTRICT use or publish information of the COUNTY; present papers, lectures, or seminars involving information supplied by the COUNTY; use logos, reports, maps or other data, in

printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the COUNTY.

## **21. PROPERTY AND RECORD MANAGEMENT**

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

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

## **22. ACCESSIBILITY REQUIREMENTS**

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

## **23. SEVERABILITY**

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

## **24. WAIVER**

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

**25. BREACH**

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

**26. ENTIRE AGREEMENT**

This agreement and the attached appendices contain the entire integrated agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

THURSTON CONSERVATION DISTRICT

THURSTON COUNTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Title Date

Approved as to form:

Approved as to form:

Conservation District Legal Counsel

County Prosecuting Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Interlocal Agreement**  
**Voluntary Stewardship Program (VSP)**  
**Thurston County/Thurston Conservation District**

**Appendix A**  
**SCOPE OF WORK**

The services to be performed by the DISTRICT under this agreement. The primary goals of the scope of work, under RCW36.70A715 (1)(b) is to assist the COUNTY and VSP Work Group in implementation of the approved VSP Work Plan. Scope of work tasks are set forth as follows:

**Task 1: Meetings and Communication**

- a. The DISTRICT will provide quarterly progress updates to the COUNTY, on a form to be provided by the COUNTY, summarizing project progress and identifies, if any, issues to meeting deliverables in this scope of work.
- b. The DISTRICT will provide updates on scope of work tasks for VSP Work Group meetings and staff will attend as feasible.
- c. The DISTRICT will attend key meetings hosted by the COMMISSION on VSP-related matters.

*Deliverables:*

- 1. Quarterly progress updates.
- 2. Updates for VSP Work Group Meetings and attendance as feasible and appropriate.
- 3. Attendance and participation in key VSP Meetings hosted by the COMMISSION.

**Task 2: Education and Outreach**

- a. The DISTRICT will create a VSP education and outreach plan with input from the COUNTY and VSP Work Group, that includes the following elements:
  - i. Set of updated outreach materials that may include, but not be limited to a general VSP pamphlet and Conservation Practice worksheets
  - ii. Schedule of events and communication channels being used for general VSP outreach to landowners

iii. Targeted outreach to landowners in watersheds of concern.

b. The DISTRICT will maintain an on-line Individual Stewardship Plan (ISP) Checklist tool for qualifying landowners to complete and submit.

c. The DISTRICT will track and report education and outreach event information including number of events attended, number of attendees per event, and outreach materials used.

*Deliverables:*

1. Annual education and outreach plan to be reviewed and approved by the COUNTY and VSP Work Group during the first quarter of each year.
2. Web-based Individual Stewardship Plan checklist tool
3. Annual summary of outreach and education activities will be reported each year.

**Task 3: Technical Assistance**

a. The DISTRICT will facilitate Individual Stewardship Plan (ISP) checklist completion for agricultural operators/producers with intersection of critical areas and agricultural activity.

b. The DISTRICT will provide technical assistance with conservation practices to agricultural producers and operators in the respective watersheds. This may include but is not limited to site visits, access to technical resources, and support for DISTRICT equipment rental program participants

c. The DISTRICT will develop watershed-specific participation goals for agricultural operators that will meet protection or enhancement benchmarks of the VSP Work Plan.

d. The DISTRICT will identify potential incentive programs that can support goals of VSP enrolled landowners.

*Deliverables:*

1. Annual participation goals for agricultural operators, broken down by watershed.
2. Quarterly report summarizing technical assistance provided.

**Task 4: Monitoring and Reporting**

a. The DISTRICT will store, track, and collate ISP information by watershed, acres enrolled, and BMPs recommended and/or implemented.

b. The DISTRICT will track number of VSP enrolled landowners by watershed who participate in additional incentive programs known to the DISTRICT. Provide a description of the type and size of project, name of program, and acreage enrolled.

c. The DISTRICT will provide the above data to the COUNTY as needed to support completion of the 2-Year Monitoring Report due in August 2023 and the 5-Year Monitoring Report due in July 2024.

d. The DISTRICT will review and provide input to the COUNTY on the VSP Monitoring Plan that is due July 2024.

*Deliverables:*

1. Quarterly ISP monitoring metrics
2. Program data (described above) as needed to inform the 2-yr and 5-yr VSP Monitoring Reports
3. Input on VSP Monitoring Plan

**Interlocal Agreement**  
**Voluntary Stewardship Program (VSP)**  
**Thurston County/Thurston Conservation District**  
**Appendix B**  
**COMPENSATION**

The DISTRICT compensation under this agreement, which is described in Section 4 of the Agreement (COMPENSATION), is set forth as follows:

COUNTY shall pay DISTRICT the amounts described below and shall reimburse DISTRICT for the reasonable costs and expenses directly incurred by DISTRICT in performing DISTRICT tasks outlined in ATTACHMENT A – SCOPE OF WORK. COUNTY shall reimburse DISTRICT for all costs and expenses not to exceed the total COMPENSATION. If DISTRICT costs for individual tasks are below estimates, funds may be shifted to other tasks as agreed to in writing by COUNTY and DISTRICT. The estimated hours and budget below are for guidance purposes; exceeding individual line items is not intended to and is not breach of ATTACHMENT A – SCOPE OF WORK. However, DISTRICT will notify COUNTY if the budget for the task will be exceeded. The total COUNTY COMPENSATION to DISTRICT, including cost and expense reimbursements, shall not exceed \$220,000

**Budget per Task**

Task	FY 2023	FY 2024	FY 2025	Total Budget
Contract Administration	\$ 1,125.00	\$ 2,250.00	\$ 1,125.00	\$ 4,500.00
Education and Outreach	\$ 8,250.00	\$ 16,500.00	\$ 8,250.00	\$ 33,000.00
Technical Assistance	\$ 31,750.00	\$ 63,000.00	\$ 31,750.00	\$ 126,500.00
Monitoring and Reporting	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 12,000.00
Cost Share Projects	<i>Additional funding increase subject to FY23-25 cost share awards</i>			
<i>Subtotal</i>	\$ 44,125.00	\$ 87,750.00	\$ 44,125.00	\$ 176,000.00
Overhead/Indirect (25%)	\$ 11,031.25	\$ 21,937.50	\$ 11,031.25	\$ 44,000.00
<b>Total Budget</b>	<b>\$ 55,156.25</b>	<b>\$ 109,687.50</b>	<b>\$ 55,156.25</b>	<b>\$ 220,000.00</b>



## BOARD MEETING ITEM SUMMARY SHEET

<b>Agenda Item Title:</b>		FY23-24 Engineering Cluster Agreement	
<b>Lead Staff:</b>		Sarah Moorehead	<b>Board Meeting Date:</b> 07/25/23
<b>Goal of Presentation:</b>	<b>Decision</b> <input checked="" type="checkbox"/>	<b>Information</b> <input type="checkbox"/>	<b>Feedback</b> <input type="checkbox"/>
<b>Description/Background:</b>		<i>Please provide a description or background of the project.</i>	
This agreement allows TCD access to the Professional Engineering Services administered by Mason Conservation District.			
<b>Pros:</b> TCD has a professional engineer on staff. However, if required, TCD could access the services of the Professional Engineer housed at MCD.		<b>Cons:</b> None	
<b>Fiscal Impacts:</b> <i>Please describe the costs associated with this action.</i>			
None			
<b>Recommended Action:</b>		<i>What decision do you recommend the board make?</i>	
Approve the agreement.			
<b>Legal Review:</b>	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>	<b>N/A</b> <input type="checkbox"/>
<b>Supporting Documents:</b> <i>Please list below <b>and</b> attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>			



**INTERDISTRICT AGREEMENT**  
**FOR**  
**PROFESSIONAL ENGINEERING SERVICES**

**THIS AGREEMENT** is made and entered into by the MASON Conservation District, hereinafter referred to as the “administering district,” and the JEFFERSON County Conservation District, KITSAP Conservation District, and THURSTON Conservation District, hereinafter referred to as the “partnering districts.”

**THE PURPOSE OF THIS AGREEMENT IS TO PROVIDE** the signatory conservation districts with fair and consistent access to professional engineering services.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

- 1. ADMINISTERING DISTRICT**—The administering district shall:
  - a. Enter into a grant contract with the Conservation Commission, the purpose of which is to hire and support a professional engineer or professional engineering services and if funds are available and workload is present, an engineer technician;
  - b. House or arrange for the housing of the professional engineer, and the engineer technician if necessary, and provide the necessary staff support for this position;
  - c. Ensure partnering districts are informed in advance of when engineering staff are performing any work within the partner district’s service area; and
  - d. Participate on the Board of Directors (see Appendix A).
- 2. PARTNERING DISTRICTS**—The partnering districts shall work cooperatively with the Administering District to form and participate on the Board of Directors. The partnering districts will also provide office space for the engineer technicians as needed.
- 3. PERIOD OF PERFORMANCE**—This agreement shall commence when it is signed by all the parties, and shall terminate on June 30, 2023, unless terminated sooner or extended as provided herein.
- 4. RECORDS MAINTENANCE**—The administering district shall maintain minutes of Board of Directors meetings and distribute them to the partnering districts and to the Conservation Commission. The administering district shall maintain other records as required in its grant contract with the Commission.
- 5. RIGHTS IN DATA**—Unless otherwise provided, data which originates from this agreement shall be a “work made for hire” as defined by Title 17, § 101 of the United States Code and shall be owned by the conservation district for whom the data are created under this agreement. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, computer files, films, tapes, and or sound reproductions. Ownership includes the right to reproduce, patent, register, license, and ability to transfer these rights.
- 6. INDEPENDENT CAPACITY**—The employees or agents of each party who are engaged in the performance of this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of another party.

7. **AMENDMENTS**—This agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless in writing and signed by all parties signatory to this agreement.
8. **TERMINATION**—Any of the parties may terminate their part of this agreement upon 30 days prior written notification to the other parties. If one of the partnering districts terminates its part, the remaining parties shall meet to determine the fair and consistent redistribution of professional engineering support.

If the administering district terminates its part, the remaining districts shall meet with their Commission Regional Manager and the Commission Financial Services Manager to determine which of the partnering districts shall become the administering district. This new administering district shall then enter into a grant contract with the Commission, the purpose of which is to hire and support a professional engineer.

9. **INDEMNIFICATION**—To the fullest extent permitted by law, the administering district and the partnering districts shall indemnify, defend, and hold harmless each other, their boards of supervisors, agents and employees, as well as the State of Washington, its officials, agents and employees from and against all claims for injuries or death arising out of or resulting from the performance of this agreement.
10. **DISPUTES**—In the event a dispute arises under this agreement, it shall be resolved by an ad hoc Dispute Board made up of the Board of Directors plus the Conservation Commission Regional Manager for that area, acting as advisor. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, provided it is in accordance with the administering districts' grant contract, and applicable state and federal law.

In the event that the ad hoc Dispute Board is unable to make a determination, or the Board of Directors is unable to convene an ad hoc Dispute Board for any reason, the Commission may convene a statewide Dispute Board. The statewide Dispute Board shall include representation from at least two other regional Boards of Directors, one representative from the WACD Officers and Directors, an elected Conservation Commission member and a Commission Regional Manager appointed by the Commission's Executive Director. The elected Commission member shall act as chair of the statewide Dispute Board.

11. **GOVERNANCE**—This agreement is entered into pursuant to and under the authority granted conservation districts by RCW 89.08 (the Conservation Districts Law) and by RCW 39.34 (the Interlocal Cooperation Act). The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;

- b. The scope of work found in the administering district’s professional engineering services contract with the Commission; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

**12. ALL WRITINGS CONTAINED HEREIN**—This agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed the agreement.

**MASON Conservation District**

**KITSAP Conservation District**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**JEFFERSON County Conservation District**

**THURSTON Conservation District**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date



# Thurston Conservation District RESOLUTION

**Resolution #2023-04**

**Subject: Cost Share Assistance – Rate of Reimbursement for Washington State Conservation Commission (WSCC) Funds**

## **A RESOLUTION OF THE THURSTON CONSERVATION DISTRICT, SETTING THE RATE OF REIMBURSEMENT FOR COST SHARE ASSISTANCE**

**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,

**WHEREAS**, the Thurston Conservation District maintains and follows its District Policies & Procedures in accordance with all applicable rules and laws set forth by the State of Washington; and,

**WHEREAS**, the Washington State Legislature authorizes the entering into agreements...”to furnish financial or other aid...to any occupier of lands within the district in carrying on of preventative and control measures and works of improvement for the conservation of renewable natural resources”, RCW 89.08.220; and

**WHEREAS**, the Washington State Conservation Commission Policy, #13-05 Cost Share Assistance Policy, authorizes local conservation district board to establish annual cost share ratios and landowner labor rates within policy parameters; and,

**WHEREAS**, the Thurston Conservation District Board of Supervisors determines entering into such agreements will likely increase participation of land occupiers to implement best management practices which will benefit natural resources and the public; and

**WHEREAS**, the Washington State Conservation Commission (WSCC) requires all conservation districts submit an approved board resolution stating the rate of reimbursement for all allowable practices paid by WSCC funds not exceed 100%.

## **THEREFORE, BE IT RESOLVED BY THE BOARD OF THE THURSTON CONSERVATION DISTRICT, AS FOLLOWS:**

The establishment and authorization of the following cost share rates for the 2023 – 2025 biennium:

### **Cost Share Assistance Rate of Reimbursement**

- a) Implementation of best management practices (BMPs) according to USDA NRCS standards and specifications, or alternative practice designs approved by a professional engineer licensed by the State of Washington, or a WSCC

approved practice per *13-05 Cost Share Assistance Policy, March 21, 2013* at 90% of eligible expenses with additive cost share from all sources not to exceed 100% of total project eligible expenses.

- b) Implementation of demonstration, education and pilot projects/practices at 100% of eligible expenses, not to exceed 100% of the total project costs.

**PASSED BY THE BOARD OF THE THURSTON CONSERVATION DISTRICT ON  
JULY 25<sup>th</sup> , 2023 AND EFFECTIVE IMMEDIATELY.**

**SIGNED:**

\_\_\_\_\_  
TJ Johnson, Board Chair

\_\_\_\_\_  
Helen Wheatley, Vice Chair

\_\_\_\_\_  
David Iyall, Board Auditor

\_\_\_\_\_  
Betsie DeWreede, Board Member

\_\_\_\_\_  
Doug Rushton, Board Member

**ATTEST:**

\_\_\_\_\_  
Sarah Moorehead, Executive Director



# Thurston Conservation District **RESOLUTION**

**Resolution #2023-05**  
**Subject: Cooperator Labor Rate**

## **A RESOLUTION OF THE THURSTON CONSERVATION DISTRICT, SETTING COOPERATOR LABOR RATES**

**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,

**WHEREAS**, the Thurston Conservation District maintains and follows its District Policies & Procedures in accordance with all applicable rules and laws set forth by the State of Washington; and,

**WHEREAS**, the Washington State Conservation Commission requires each conservation district to submit an approved board resolution setting the cooperator labor rate.

### **THEREFORE, BE IT RESOLVED BY THE BOARD OF THE THURSTON CONSERVATION DISTRICT, AS FOLLOWS:**

As of July 1, 2023, the Thurston Conservation District’s cooperator labor rate is set at \$25.00 per hour. Minor labor (17 years of age and younger) shall be consistent with Washington’s established minimum wage.

**PASSED BY THE BOARD OF THE THURSTON CONSERVATION DISTRICT ON  
JULY 25<sup>th</sup>, 2023 AND EFFECTIVE IMMEDIATELY.**

### **SIGNED:**

\_\_\_\_\_  
TJ Johnson, Board Chair

\_\_\_\_\_  
Helen Wheatley, Vice Chair

\_\_\_\_\_  
David Iyall, Board Auditor

\_\_\_\_\_  
Betsie DeWreede, Board Member

\_\_\_\_\_  
Doug Rushton, Board Member

**ATTEST:**

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Sarah Moorehead, Executive Director

# Item

# 5

**WACD and NACD Update  
July 25, 2023 Board Meeting  
Thurston Conservation District**

**WACD**

**June 19, 2023 WACD board meeting packet -**

<https://wacd1.box.com/s/s3pn22zvm004e4c9o18fc1ewquyqa53l>

Contract with lobbyist Brynn Brady to be extended. (Ceiba Consulting).

Budget and annual workplan approved at 6/19/23 meeting.

**Plant Materials Center Sets Plant Sales Records**

2023 Plant sales = \$1,744,071 (as of May 31, 2023; exceeding sales budget for the year of \$1,411,300 by 24%.

2022 Plant sales = \$1,558,682.

2021 Plant sales = \$1,100,900 (a record).

2023 is an increase of almost 12% from 2022 and 50% from 2021.

**New WACD staff** — Heather Wendt formerly with the Benton-Franklin districts, has been selected as WACD's first Director of Development and Engagement working as part of the Executive office starting August 1. Her focus is to expanding WACD capacity, better responding member needs, addressing the increasing mission of voluntary conservation, and providing resiliency to WACD. This includes seeking new business and partnership opportunities that may bring additional resources to WACD. She will be housed in Eastern Washington and her email and postal mail is being set up.

**WACD 2023 Annual Conference** is in Wenatchee, November 27 – 30. Session ideas to [Ryan Baye](#)

**Reminder on Resolutions**

Now is the time to develop [resolution](#) ideas at our district for possible elevation to the WACD area meetings this fall.

**NACD**

**Upcoming NACD Events**

- Joint [SW/Pacific Region Meeting](#), August 23-25, 2023. [Lake Tahoe Resort Hotel](#).
- 2023 [Summer Meeting](#), July 15-19, 2023. Bismarck, ND. Agenda [here](#).
- 2024 NACD Annual Meeting in San Diego – February 10-14, 2024.
- 2024 NACD Summer Conservation Forum and Tour – Boston, August 10-14, 2024

**Your CD's information at NACD** - promote your district events on NACD's [Calendar of Events](#) Submit events [here](#).

**NACD Outreach and Technical Assistance (TA) Grants Program**

The 2023 Request for Applications (RFA) for the **Outreach and Technical Assistance (TA) Grants Program** is available on the [2023 program webpage](#).

The Outreach and Technical Assistance Grant program is a partnership between NACD and NRCS. Our mutual goal is to achieve equitable outcomes for producers and communities while addressing conservation issues on private lands.

**Applications must be [submitted online](#) by Sunday, August 6, 2023, at 11:59 p.m. ET.**

To learn more, visit NACD's [2023 Outreach and Technical Assistance webpage](#). For questions, please contact the NACD Conservation Programs team at [conservationprograms@nacdn.net](mailto:conservationprograms@nacdn.net)

Submitted by Doug Rushton, Thurston CD board, WACD national director, NACD board member.

Information current as of 7/11/23.

E:\Thurston CD\2023\Board Meetings & Work Session\7-25-23 TCD Work Session & Board Mtg\7-25-23 DRAFT WACD-NACD update for TCD board.docx

# Item

# 6



## Thurston Conservation District Board of Supervisors Work Session Topic List & Board Meeting Agenda

August 22, 2023, 5:00 pm - 7:15 pm

Zoom Meeting Link:

<https://zoom.us/j/91658577844?pwd=cDgvaC9jcWRBU0luUFFHc1lrb3hLQT09>

**Passcode: 2918**

Meeting ID: 916 5857 7844

Call in: 1-253-215-8782

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### Work Session Topic List

5:00 pm – 6:00 pm

1. Topic List Review, *All*
2. Staff Presentation: TBD
3. Conservation and Education Center (CEC) Development, *All*
4. New Office Update, *Sarah Moorehead*
5. 2023 WACD Resolutions, *All*
6. Important Updates & Announcements
  - a. Board of Supervisors, *All*
  - b. Executive Director, *Sarah Moorehead (Executive Director)*

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### Board Meeting

6:30 pm – 7:30 pm

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|---|-----------------------|
| 1. Welcome, Introductions, Audio Recording Announcement   | 6:30 PM<br>5 minutes  |
| 2. Agenda Review  | 6:35 PM<br>5 minutes  |
| 3. Consent Agenda – <i>Action Item</i> <ol style="list-style-type: none"><li>A. July 25, 2023, Board Work Session &amp; Meeting Minutes</li><li>B. August 2023 Financial Report</li></ol> | 6:40 PM<br>5 minutes  |
| 4. Public Comment<br>*Three minutes per person  | 6:45 PM<br>10 minutes |
| 5. Partner Reports ( <i>if present</i> ) <ol style="list-style-type: none"><li>A. Natural Resources Conservation Service (NRCS), <i>TBD</i></li></ol>                                     | 6:55 PM<br>15 minutes |

- B. Washington State Department of Ecology (ECY), *Travis Casey*
- C. Washington State Conservation Commission (WSCC), *Jean Fike*
- D. Washington Association of Conservation Districts (WACD), *Doug Rushton*
- E. National Association of Conservation Districts (NACD), *Doug Rushton*

**6. Governance, All – Action Item**

**7:10 PM**

- A. September 26, 2023, Work Session Topic List & Meeting Agenda Development

*5 minutes*

**Adjourn**

**7:15 PM**

***Informational Only Items:***

- I. Executive Director's Report*

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**Important Dates**

**August 2023**

- TCD Board Work Session & Meeting 5:00 -7:30 pm In-person and Virtual (Zoom) August 22
- NACD Pacific/Southwest Region Meeting, Lake Tahoe, NV August 23-25

**September 2023**

- WACD Board of Directors Meeting 6:00 -8:30 pm September 18
- TCD Board Work Session & Meeting 5:00 -7:30 pm In-person and Virtual (Zoom) September 26

**October 2023**

- WACD Board of Directors Meeting 6:00 -8:30 pm October 16
- TCD Board Work Session & Meeting 5:00 -7:30 pm In-person and Virtual (Zoom) October 24

# Informational Items

# Executive Director's Report

Sarah Moorehead – Executive Director

July 25, 2023

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## **Priority Initiative Updates**

### **TCD Presents at USFWS Regional Director's Field Day**

The USFWS Ecological Services Field Office hosted a meeting of State Supervisors from across the Pacific NW and leaders from the Environmental Service Regional Office on June 7, 2023.

This field day visited several sites throughout the JBLM Sentinel Landscape to highlight important partnerships and recent conservation successes in the South Sound.

TCD Executive Director, Sarah Moorehead, spoke about the collaborative partnerships of the JBLM SLP and the importance and success of working with private land managers to achieve conservation goals.



Brian Calkins (WDFW Wildlife Manager), Sarah Moorehead (TCD Executive Director), and Kevin Connelly (USFWS Assistant Field Supervisor for the Washington Ecological Services Office) stand in a field of a former alpaca ranch, now being restored through partnerships to native prairie habitat adjacent to a world-class equestrian center.

### **Statewide Voluntary Stewardship (VSP) Program Meeting**

This month, Sarah facilitated a statewide all-district VSP meeting. Since its inception, VSP has had challenges addressing gray areas in the development of the program. In recent

years, frustrations around program guidelines, communication, and implementation have arisen between WSCC and many of the CDs involved in the program.

This meeting was a welcome initial conversation between WSCC and CDs to begin developing a collaborative path forward for the program. WSCC remains committed to improving the program and its functionality. Program updates are anticipated in the coming months to strengthen the program and continue to promote and showcase voluntary stewardship throughout Washington State.

### **Community Awards Program**

It is that time again to honor community members and partners who have demonstrated exceptional conservation ethics in Thurston County!

The Community Awards Committee is looking for a board representative to join the selection committee to review this year's nominations! An approximate timeline is included below for reference.

ANNUAL TIMELINE	PROCESS
By July 28th	<i>Board and Staff may submit nominations for any category.</i>
By August 25th	<i>Community Awards Committee will review nominations and select award recipients.</i>
By September 30th	<i>Awards created and recipients notified.</i>
October	<i>Recipients are honored at the Annual TCD Harvest Festival.</i>

Nominations can be submitted to Sarah via email ([smoorehead@thurstoncd.com](mailto:smoorehead@thurstoncd.com)) by July 28th. You may submit as many nominations for one or multiple categories as you wish.

Save-the-date for TCD's 2<sup>nd</sup> Annual Harvest Festival: October 7<sup>th</sup>, 2023!

### **District Operations**

#### **June 27, 2023 Board Meeting Action Items**

- No Action Items to report on.

### **Upcoming Policy Changes**

In August, staff will bring two proposed policy updates to the Board for review and considered approval:

- TCD's Equipment Rental Policy: This policy hasn't been updated since 2016 and does not capture the current procedures and requirements of our expanded equipment rental program. This policy will be updated to reflect the current program and anticipated future growth while giving staff clear expectations for the program's operation.
- TCD's Surplus Policy: New information and guidance is available for public entities regarding the surplus of equipment and other items. As TCD prepares to move offices, there will be a lot of broken or outdated items that need to be processed using our surplus procedures.

### **Monthly Staff Reports**

Reminder – Monthly staff reports can be viewed electronically! The link to view monthly staff reports can be found on your Board Portal.