



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

August 29, 2023, 5:00 pm -8:00 pm

Zoom Meeting Link:

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

Passcode: 2918

Meeting ID: 916 5857 7844

Call in: 1-253-215-8782

Work Session Topic List

5:00 pm – 6:00 pm

1. Topic List Review, *All*
2. Staff Presentation: Agriculture Programs Cost Share Update, *Marguerite Abplanalp*
3. New Office Update, *Sarah Moorehead*
4. Draft TCD Policy 6.9.1: Disposition and Surplus of Assets, *Sarah Moorehead*
5. 2023 WACD Resolutions, *All*
 - a. Clarifying WSCC Criteria for Appointed Supervisors
 - b. Cluster Archaeologist
 - c. Farm Plastics Recycling
 - d. Office of Small Farms Act
6. Important Updates & Announcements
 - a. Board of Supervisors, *All*
 - b. Executive Director, *Sarah Moorehead (Executive Director)*

Board Meeting

6:30 pm – 7:45 pm

- | | |
|---|------------------------------------|
| 1. Welcome, Introductions, Audio Recording Announcement | 6:30 PM
<i>5 minutes</i> |
| 2. Agenda Review | 6:35 PM
<i>5 minutes</i> |
| 3. Consent Agenda – <i>Action Item</i> | 6:40 PM |
| A. July 25, 2023, Board Work Session & Meeting Minutes | <i>5 minutes</i> |
| B. August 2023 Financial Report | |
| C. RCO Funding Agreement: #22-1201 Lower Eld Bulkhead | |

- D. WSCC Natural Resource Investments (NRI) Funding Addendum
- E. WSCC Engineering Funding Addendum
- F. Washington State University (WSU) Vendor Agreement Amendment
- G. Sustainable Farms & Fields (SFF) Agroforestry & Hedgerows Funding Addendum
- H. TCD Policy 6.9.1: Disposition and Surplus of Assets
- I. Costal Geologic Services Contract Assignment
- J. Wild Fish Conservancy (WFC) Meyer Phase 2 Funding Agreement

4. Public Comment **6:45 PM**
 *Three minutes per person *10 minutes*

5. Partner Reports (if present) **6:55 PM**
15 minutes
 A. Natural Resources Conservation Service (NRCS), *TBD*
 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. Conservation and Education Center **7:10 PM**
 Acquisition and Development Strategy Presentation, *Heartland* *30 minutes*

7. Governance, All – Action Item **7:40 PM**
 A. September 26, 2023, Work Session Topic List & Meeting Agenda Development *5 minutes*

8. Executive Session: To consider the selection of a site or the acquisition of real estate **7:45PM**
 RCW 42.30.110 (1b) To consider the selection of a site or the acquisition of *15 minutes*
 real estate by lease or purchase when public knowledge regarding such
 consideration would cause a likelihood of increased price.

9. Executive Session Report Out – Action Item

Adjourn **8:00 PM**

Informational Only Items:
 I. *Executive Director's Report*

Important Dates

September 2023

Labor Day, TCD Office Closed	September 4
TCD Annual Summer Gathering, Urban Futures Farm 4:00 pm	September 5

WACD Board of Directors Meeting 6:00 -8:30 pm	September 18
WSCC Meeting, Clarkston, WA and Virtual	September 20-21
TCD Board Work Session & Meeting 5:00 -7:30 pm In-person and Virtual (Zoom)	September 26

October 2023

2 nd Annual Harvest Festival, South Union Grange 10:00 am	October 7
Orca Recovery Day, Squaxin Park 10:00 am	October 14
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

November 2023

Thanksgiving, TCD Office Closed	November 23
Native American Heritage Day, TCD Office Closed	November 24
WACD Annual Conference & Board Meeting, Wenatchee, WA	November 27-29
TCD Board Work Session & Meeting 5:00 -7:30 pm In-person and Virtual (Zoom)	November 28
WSCC Meeting, Wenatchee, WA	November 30

Item

3



Thurston Conservation District Consent Agenda Decision Sheet August 29, 2023 Board Meeting

- A. July 25, 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. August 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. RCO Funding Agreement: #22-1201 Lower Eld Bulkhead
- a. Proposed action: accept without amendment and approve.
 - b. Action was taken:
☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to a future meeting
- D. WSCC Natural Resource Investments (NRI) Funding Addendum
- a. Proposed action: accept without amendment and approve.
 - b. Action was taken:
☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to a future meeting
- E. WSCC Engineering Funding Addendum
- a. Proposed action: accept without amendment and approve.
 - b. Action was taken:
☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to a future meeting
- F. Washington State University (WSU) Vendor Agreement Amendment
- a. Proposed action: accept without amendment and approve.
 - b. Action was taken:
☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to a future meeting
- G. Sustainable Farms & Fields (SFF) Agroforestry & Hedgerows Funding Addendum
- a. Proposed action: accept without amendment and approve.
 - b. Action was taken:
☐ Passed ☐ Moved for discussion during meeting ☐ Tabled to a future meeting

H. TCD Policy 6.9.1: Disposition and Surplus of Assets

a. Proposed action: accept without amendment and approve.

b. Action was taken:

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

I. Coastal Geologic Services Contract Assignment

a. Proposed action: accept without amendment and approve.

b. Action was taken:

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

J. Wild Fish Conservancy (WFC) Meyer Phase 2 Funding Agreement.

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
August 29, 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

July 25, 2023

Hybrid: In-Person and Virtual on Zoom

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

Actual Meeting Time: 5:00 pm – 6:09 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

Susan Shelton, TCD Staff

Jae Townsend, TCD Staff

Marguerite Abplanalp, TCD Staff

- 1 **1.** Topic List Review, *All*
- 2 **2.** Staff Presentation: Wildfire Ready Neighbors Program, *Jae Townsend*
- 3 **3.** 2023 Mid-Year Budget Review, *Sarah Moorehead*
- 4 **4.** Proposed Resolutions:
 - 5 a. Resolution #2023-04 WSCC Cost Share Rate
 - 6 b. Resolution #2023-05 Cooperator Labor Rate
- 7 **5.** New Office Update, *Sarah Moorehead*
- 8 **6.** Annual Awards, *Sarah Moorehead*
- 9 **7.** 2023 WACD Resolutions, *All*
- 10 **8.** Important Updates & Announcements
 - 11 a. Board of Supervisors, *All*
 - 12 b. Executive Director, *Sarah Moorehead (Executive Director)*

Respectfully,

TJ Johnson, TCD Board Chair

Thurston Conservation District Board of Supervisors

Regular Board Meeting Minutes

July 25, 2023

Hybrid: In-Person and Virtual on Zoom

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

Actual Meeting Time: 6:30 pm – 7:39 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

Susan Shelton, TCD Staff

Travis Casey, Department of Ecology (DOE)

Ben Cushman, TCD Legal Counsel

Matt Hoffman, Maul, Foster, Alongi

Emily Haines, Heartland LLC

James Stanton, Heartland LLC

Doug Larson, Heartland LLC

Summary of Action Items

- 1 • None.

Summary of Motions Passed

- 2
- 3 *Supervisor Rushton moved to approve the Consent Agenda. Supervisor Iyall seconded. Motion*
- 4 *passed unanimously, (5-0).*
- 5 *Supervisor DeWreede moved to adjourn the July 25, 2023 TCD Board Meeting. Supervisor Iyall*
- 6 *seconded. Motion passed unanimously, (5-0).*

Full Version of the Minutes

Welcome & Introductions

At 6:30 pm, TCD Board Chair TJ Johnson called the July 25, 2023 Regular Board Meeting to order via the Zoom online forum. TCD Board and Staff and Legal Counsel were introduced by the Board Chair. For each vote, TCD Board Chair Johnson called out Supervisors by name. He announced that the meeting was being video recorded. TCD Supervisors Johnson, DeWreede, Wheatley, and Iyall attended the meeting virtually. Supervisor Rushton and Executive Director Moorehead attended the meeting in person at the TCD office.

Agenda Review

No changes to the agenda.

Consent Agenda

- A. June 27, 2023, Board Work Session & Meeting 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

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

Public Comment

No public members were present.

Partner Reports

- A. Natural Resources Conservation Service (NRCS) Update, TBD
 - NRCS has not yet hired the new local field office staff member. No report was provided.
- B. Department of Ecology (DOE) Update, Travis Casey
 - Mr. Casey provided an update. Mr. Casey explained the process for reporting environmental issues through the Environmental Incident Report Form (ERT).
- C. Washington State Conservation Commission (WSCC) Update, Jean Fike
 - Ms. Fike was not present. No report was provided.
- D. Washington Association of Conservation Districts (WACD) Update, TCD Supervisor and WACD Board Member Rushton
 - Supervisor Rushton provided a written update, which was included in the Board Packet.
- E. National Association of Conservation Districts (NACD) Update, TCD Supervisor and NACD Board Member Rushton.
 - Supervisor Rushton attended and provided an update on the NACD Summer Conservation Forum and Tour in Bismark, North Dakota (July 15-19).
 - A written update was included in the Board Packet.

Governance

- A. August 22, 2023 Work Session Topic List & Meeting Agenda Development

Work Session

- Topic List Review, *All*
- Staff Presentation: *Marguerite Abplanalp, Agriculture Programs Manager*
- 2023 Mid-Year Budget Review, *Sarah Moorehead*
- Conservation & Education Center (CEC) Development, *All*
- New Office Update, *Sarah Moorehead*
- 2023 WACD Resolutions, *All*
- Updates & Announcements

- 56 ○ Board of Supervisors, *All*
- 57 ○ Executive Director, *Sarah Moorehead*

58 **Board Meeting Agenda**

- 59 • Welcome, Introductions, Audio Recording Announcement
- 60 • Agenda Review
- 61 • Consent Agenda
 - 62 ○ July 25, 2023 Board Work Session & Meeting Minutes
 - 63 ○ August 2023 Financial Report
- 64 • Public Comment
- 65 • Partner Reports (if present)
 - 66 ○ Natural Resources Conservation Service
 - 67 ○ Washington State Department of Ecology
 - 68 ○ Washington State Conservation Commission
 - 69 ○ Washington Association of Conservation Districts
 - 70 ○ National Association of Conservation Districts
- 71 • Governance, *All*
 - 72 ○ September 26, 2023 Work Session Topic List & Meeting Agenda
 - 73 Development

74 **Conservation and Education Center (CEC) Feasibility Study: Mid-Project Update.**

75 Members from the Heartland-led joint venture gave a mid-project update on the District's
76 Conservation and Education (CEC) Feasibility Study. A written update was provided to the board
77 in the Board Packet

78 ***Supervisor DeWreede moved to adjourn the July 25, 2023 TCD Board Meeting. Supervisor Iyall***
79 ***seconded. Motion passed unanimously, (5-0).***

80 **Adjourn 7:39 pm**

Respectfully,

TJ Johnson, TCD Chair

Thurston Conservation District

August 2023 Financial Notes



July Profit & Loss (P&L)

1. TCD incurred income of \$9,700 in July for a *Partner Fee for Service* project with OlyEcosystems.

Profit & Loss Previous Year Comparison

1. The District's *Printing Services* and *Postage & Shipping* expenses have increased by 638% and 158% respectively over last year, mostly due to a large Salmon Recovery outreach project.
2. TCD's *Repairs and Maintenance* expenses have increased by 113%. This is mostly due to repairs to the District's aging poultry processing units.
3. *Cultural Resources* expenses are 590% greater in 2023 than 2022 as TCD's project team prepares for some upcoming large construction projects.
4. The District's *Construction & Restoration Work* expenses are down by 52%. However, we expect the 2023 amount to increase with the construction projects in August and September.

Thurston Conservation District

Profit & Loss

January through July 2023

	Jan - Jul 23
Ordinary Income/Expense	
Income	
3400000 · Charges for Goods and Services	
3451100 · Soil/Water Conservation Service	
3451110 · Soil Testing	4,272.45
3451120 · Nutrient Spreader Rentals	544.68
3451130 · Poultry Equipment & Tool Rentals	1,028.46
3451140 · Plant Sales	16,376.25
3451150 · Partner Fee for Service	12,748.33
Total 3451100 · Soil/Water Conservation Service	34,970.17
Total 3400000 · Charges for Goods and Services	34,970.17
3300000 · Grant Revenues	1,892,855.22
3600000 · Miscellaneous Revenues	
3685000 · Special Assessments - Service	325,202.04
3670000 · Nongovernmental Contributions	1,100.00
3610000 · Interest and Other Earnings	121.03
3620000 · Rents and Leases	473.13
Total 3600000 · Miscellaneous Revenues	326,896.20
Total Income	2,254,721.59
Gross Profit	2,254,721.59
Expense	
Vehicle Allocation	0.00
Overhead Allocation	0.00
5531000 · Salaries & Benefits	988,142.89
5314000 · Intern Stipends	3,049.09
5314101 · Legal Fees & Services	24,003.25
5314102 · Audit & Accounting	3,075.14
5314103 · Computer Services	12,719.50
5314100 · Professional Services	431,774.70
5314400 · Advertising	867.71
5314203 · Printing Services	8,924.39
5314104 · Janitorial Services	4,650.00
5314501 · Office Rent	30,576.00
5314700 · Utilities	4,138.04
5314503 · Equipment Leases	2,398.71
5314504 · Vehicle Leases	3,356.39
5314200 · Communications	8,197.60
5313102 · Photocopier Usage	754.10
5354800 · Repairs & Maintenance	7,987.26
5314505 · Software Licenses	10,027.48
5313101 · Office Supplies	2,835.58
5314202 · Postage & Shipping	2,454.80
5314902 · Organizational Dues & Licenses	6,402.39
5314117 · Soil Testing	2,821.72
5313401 · Plants for Resale	38,273.88
Project Expenses	44,914.74
5314310 · Board Meeting Snacks	295.46
5314302 · Staff - Conference & Training	5,952.87
5314300 · Staff - Travel	13,910.55
5314119 · Cultural Resources	41,153.40
5314108 · Construction & Restoration Work	86,340.50
5314109 · Cost Share	255,825.70
5314110 · Bank Fees & Interest Charges	652.21
5314600 · Liability Insurance Premiums	17,042.06
66300 · Sales Tax Adjustments	118.02
66900 · Reconciliation Discrepancies	-0.01
5945360 · Capital Outlays	
5945368 · Rental Equipment	58,429.11
5945367 · Restoration Equipment	75,281.37
5945363 · Equipment & Office Furniture	2,555.96
5945364 · Computer Hardware	5,654.88
5945366 · Vehicle Purchases	81,599.01
Total 5945360 · Capital Outlays	223,520.33
Total Expense	2,287,156.45
Net Ordinary Income	-32,434.86
Net Income	-32,434.86

Thurston Conservation District

Profit & Loss

08/22/23

July 2023

Accrual Basis

	Jul 23
Ordinary Income/Expense	
Income	
3400000 · Charges for Goods and Services	
3451100 · Soil/Water Conservation Service	
3451110 · Soil Testing	273.63
3451120 · Nutrient Spreader Rentals	87.69
3451130 · Poultry Equipment & Tool Rentals	196.28
3451150 · Partner Fee for Service	9,749.40
Total 3451100 · Soil/Water Conservation Service	10,307.00
Total 3400000 · Charges for Goods and Services	10,307.00
3300000 · Grant Revenues	214,623.36
3600000 · Miscellaneous Revenues	
3685000 · Special Assessments - Service	2,061.66
3610000 · Interest and Other Earnings	16.03
Total 3600000 · Miscellaneous Revenues	2,077.69
Total Income	227,008.05
Gross Profit	227,008.05
Expense	
Vehicle Allocation	0.00
Overhead Allocation	0.00
5531000 · Salaries & Benefits	154,886.61
5314101 · Legal Fees & Services	2,000.00
5314102 · Audit & Accounting	607.01
5314103 · Computer Services	1,799.50
5314100 · Professional Services	140,147.40
5314400 · Advertising	72.51
5314104 · Janitorial Services	1,350.00
5314501 · Office Rent	4,368.00
5314700 · Utilities	188.94
5314503 · Equipment Leases	408.13
5314504 · Vehicle Leases	1,026.97
5314200 · Communications	1,121.55
5313102 · Photocopier Usage	202.58
5354800 · Repairs & Maintenance	2,113.53
5314505 · Software Licenses	383.27
5313101 · Office Supplies	137.05
5314202 · Postage & Shipping	47.28
5314902 · Organizational Dues & Licenses	3,888.89
5314117 · Soil Testing	238.17
5313401 · Plants for Resale	3,363.30
Project Expenses	423.84
5314310 · Board Meeting Snacks	106.55
5314302 · Staff - Conference & Training	152.04
5314300 · Staff - Travel	2,352.10
5314108 · Construction & Restoration Work	4,971.75
5314110 · Bank Fees & Interest Charges	580.96
5314600 · Liability Insurance Premiums	2,432.58
66300 · Sales Tax Adjustments	-0.01
5945360 · Capital Outlays	
5945364 · Computer Hardware	218.99
5945366 · Vehicle Purchases	-241.25
Total 5945360 · Capital Outlays	-22.26
Total Expense	329,348.24
Net Ordinary Income	-102,340.19
Net Income	-102,340.19

Thurston Conservation District
Profit & Loss Prev Year Comparison
January through July 2023

	Jan - Jul 23	Jan - Jul 22	\$ Change	% Change
Ordinary Income/Expense				
Income				
3400000 · Charges for Goods and Services				
3451100 · Soil/Water Conservation Service				
3451110 · Soil Testing	4,272.45	3,935.69	336.76	8.6%
3451120 · Nutrient Spreader Rentals	544.68	347.20	197.48	56.9%
3451130 · Poultry Equipment & Tool Rentals	1,028.46	800.57	227.89	28.5%
3451140 · Plant Sales	16,376.25	15,099.22	1,277.03	8.5%
3451150 · Partner Fee for Service	12,748.33	8,160.98	4,587.35	56.2%
Total 3451100 · Soil/Water Conservation Service	34,970.17	28,343.66	6,626.51	23.4%
Total 3400000 · Charges for Goods and Services	34,970.17	28,343.66	6,626.51	23.4%
3300000 · Grant Revenues	1,892,855.22	926,993.15	965,862.07	104.2%
3600000 · Miscellaneous Revenues				
3699100 · Miscellaneous Other	0.00	1,631.51	-1,631.51	-100.0%
3685000 · Special Assessments - Service	325,202.04	322,140.73	3,061.31	1.0%
3670000 · Nongovernmental Contributions	1,100.00	26,550.56	-25,450.56	-95.9%
3610000 · Interest and Other Earnings	121.03	118.19	2.84	2.4%
3620000 · Rents and Leases	473.13	450.17	22.96	5.1%
Total 3600000 · Miscellaneous Revenues	326,896.20	350,891.16	-23,994.96	-6.8%
Total Income	2,254,721.59	1,306,227.97	948,493.62	72.6%
Gross Profit	2,254,721.59	1,306,227.97	948,493.62	72.6%
Expense				
Vehicle Allocation	0.00	0.00	0.00	0.0%
Overhead Allocation	0.00	0.00	0.00	0.0%
5531000 · Salaries & Benefits	988,142.89	789,510.07	198,632.82	25.2%
5314000 · Intern Stipends	3,049.09	925.00	2,124.09	229.6%
5314101 · Legal Fees & Services	24,003.25	12,000.00	12,003.25	100.0%
5314102 · Audit & Accounting	3,075.14	8,795.72	-5,720.58	-65.0%
5314103 · Computer Services	12,719.50	14,320.51	-1,601.01	-11.2%
5314100 · Professional Services	431,774.70	52,658.80	379,115.90	720.0%
5314400 · Advertising	867.71	2,790.63	-1,922.92	-68.9%
5314203 · Printing Services	8,924.39	1,194.41	7,729.98	647.2%
5314104 · Janitorial Services	4,650.00	3,832.50	817.50	21.3%
5314501 · Office Rent	30,576.00	30,576.00	0.00	0.0%
5314700 · Utilities	4,138.04	3,646.30	491.74	13.5%
5314503 · Equipment Leases	2,398.71	7,400.34	-5,001.63	-67.6%
5314504 · Vehicle Leases	3,356.39	3,277.57	78.82	2.4%
5314200 · Communications	8,197.60	7,014.30	1,183.30	16.9%
5313102 · Photocopier Usage	754.10	313.58	440.52	140.5%
5354800 · Repairs & Maintenance	7,987.26	3,746.20	4,241.06	113.2%
5314505 · Software Licenses	10,027.48	7,448.26	2,579.22	34.6%
5313101 · Office Supplies	2,835.58	2,633.05	202.53	7.7%
5314202 · Postage & Shipping	2,454.80	951.40	1,503.40	158.0%
5314902 · Organizational Dues & Licenses	6,402.39	5,087.01	1,315.38	25.9%
5314117 · Soil Testing	2,821.72	2,638.54	183.18	6.9%
5313401 · Plants for Resale	38,273.88	17,820.15	20,453.73	114.8%
Project Expenses	44,914.74	15,991.27	28,923.47	180.9%
5314310 · Board Meeting Snacks	295.46	0.00	295.46	100.0%
5314302 · Staff - Conference & Training	5,952.87	3,531.50	2,421.37	68.6%
5314300 · Staff - Travel				
5313201 · Vehicle Fuel	4,244.32	3,160.78	1,083.54	34.3%
5314303 · Lodging	3,045.35	332.89	2,712.46	814.8%
5314304 · Mileage	4,643.83	1,660.39	2,983.44	179.7%
5314305 · Meals / Per Diems	647.00	108.00	539.00	499.1%
5314306 · Airfare	852.45	0.00	852.45	100.0%
5314307 · Parking fees	324.50	9.50	315.00	3,315.8%
5314309 · Public Transportation & Taxis	153.10	0.00	153.10	100.0%
5314300 · Staff - Travel - Other	0.00	51.48	-51.48	-100.0%
Total 5314300 · Staff - Travel	13,910.55	5,323.04	8,587.51	161.3%
5314119 · Cultural Resources	41,153.40	5,959.00	35,194.40	590.6%
5314108 · Construction & Restoration Work	86,340.50	179,803.47	-93,462.97	-52.0%
5314109 · Cost Share	255,825.70	67,223.58	188,602.12	280.6%
5314110 · Bank Fees & Interest Charges	652.21	642.95	9.26	1.4%
5314600 · Liability Insurance Premiums	17,042.06	14,680.31	2,361.75	16.1%
66300 · Sales Tax Adjustments	118.02	87.13	30.89	35.5%
66900 · Reconciliation Discrepancies	-0.01	0.00	-0.01	-100.0%
5945360 · Capital Outlays				
5945368 · Rental Equipment	58,429.11	4,501.57	53,927.54	1,198.0%
5945367 · Restoration Equipment	75,281.37	0.00	75,281.37	100.0%
5945363 · Equipment & Office Furniture	2,555.96	4,586.53	-2,030.57	-44.3%
5945364 · Computer Hardware	5,654.88	3,892.46	1,762.42	45.3%
5945365 · Machinery and Tools	0.00	442.64	-442.64	-100.0%
5945366 · Vehicle Purchases	81,599.01	49,539.00	32,060.01	64.7%
Total 5945360 · Capital Outlays	223,520.33	62,962.20	160,558.13	255.0%
Total Expense	2,287,156.45	1,334,784.79	952,371.66	71.4%
Net Ordinary Income	-32,434.86	-28,556.82	-3,878.04	-13.6%
Net Income	-32,434.86	-28,556.82	-3,878.04	-13.6%

Thurston Conservation District

Balance Sheet

As of July 31, 2023

	Jul 31, 23
ASSETS	
Current Assets	
Checking/Savings	
3081001 · Checking-7444 Timberland	611,857.22
3088020 · Savings Accounts	
3082002 · Saving-6568 Reserve Fund	105,391.03
3082003 · Saving-2410 Education Center	95,064.96
Total 3088020 · Savings Accounts	200,455.99
3088030 · Counter Cash	100.00
3088040 · PayPal Account	1,794.48
Total Checking/Savings	814,207.69
Accounts Receivable	326,740.33
Other Current Assets	
3090500 Prepaid Accounts	
3090501 · 309.05.01 Prepaid Insurance	35,615.62
3090506 · Security Deposit - Ferguson ST	3,835.00
Total 3090500 Prepaid Accounts	39,450.62
3091000 · 309.10.00 Inventory Asset	2,884.35
3092000 · 309.20.00 Cash on Hand	29,197.82
Total Other Current Assets	71,532.79
Total Current Assets	1,212,480.81
TOTAL ASSETS	1,212,480.81
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
3093000 · 309.30.00 Accounts Payable	187,454.05
Total Accounts Payable	187,454.05
Credit Cards	3,605.33
Other Current Liabilities	
3471000 · Grant Advances	
3471100 · RCO Advances	202,974.98
Total 3471000 · Grant Advances	202,974.98
3861100 · Sales Tax Payable	979.16
3861000 · Payroll Liabilities	127,215.33
Total Other Current Liabilities	331,169.47
Total Current Liabilities	522,228.85
Total Liabilities	522,228.85
Equity	690,251.96
TOTAL LIABILITIES & EQUITY	1,212,480.81

2023 Unrestricted Budget vs Actual



July 58.33%

	Account Name	2023 Mid-Year Revised Budget	2023 Actual	\$ Over Budget	% of Budget
1	Income	1,030,703	534,316	-496,387	51.84%
2	Retail Sales	62,628	22,719	-39,909	36.28%
3	Food Production and Consumption	1,600	1,028	-572	64.28%
4	Poultry Equipment & Tool Rentals	1,600	1,028	-572	64.28%
5	Soil Conservation and Health	8,900	4,817	-4,083	54.13%
6	Soil Testing	8,000	4,272	-3,728	53.41%
7	Nutrient Spreader Rentals	900	545	-355	60.52%
8	No-Till Drill Rentals	0	0	0	N/A
9	Community Outreach and Education	49,546	16,376	-33,170	33.05%
10	Plant Sales	49,546	16,376	-33,170	33.05%
11	TCD Swag Shop	0	0	0	N/A
12	Water Quality & Quantity and Protection & Restoration of Ecosystems	1,607	0	-1,607	0.00%
13	Partner Fee for Service - Restoration Crew	1,607	0	-1,607	0.00%
14	Other Income	975	497	-478	51.02%
15	Contributions Private	0	0	0	N/A
16	Rental Income	800	396	-404	49.46%
17	Interest Income	175	102	-73	58.18%
18	Miscellaneous Income	0	0	0	N/A
19	Grant Revenue	148,935	50,824	-98,111	34.12%
21	Rates and Charges	559,611	325,202	-234,409	58.11%
22	Overhead	259,529	135,571	-123,958	52.24%
23	Overhead Allocation	242,133	124,963	-117,170	51.61%
24	Vehicle Allocation	17,396	10,608	-6,788	60.98%
25	Cash Surplus / 2022 Carry Overs	59,011	0	-59,011	0.00%
26	Program Allocation	447,560	266,754	-180,806	59.60%
27	Local Food Production and Consumption	20,606	15,505	-5,101	75.25%
28	Poultry Equipment Rentals	20,606	15,505	-5,101	75.25%
29	Producer Support & Preservation and Expansion of Working Lands	3,935	167	-3,768	4.24%
30	Working Lands Preservation Initiative	3,935	167	-3,768	4.24%
31	Water Quality & Quantity and Protection & Restoration of Ecosystems	1,446	909	-537	62.87%
32	Restoration Crew & Equipment	1,446	909	-537	62.87%
33	Soil Conservation and Health	47,859	24,384	-23,475	50.95%
34	Soil Health Testing	34,500	17,705	-16,795	51.32%
35	Nutrient Spreader Rentals	13,359	6,679	-6,679	50.00%
36	No-Till Drill Rentals	0	0	0	N/A
37	Community Outreach and Engagement	220,790	130,867	-89,923	59.27%
38	Conservation & Education Center	79,045	39,418	-39,627	49.87%
39	District Communications	68,750	32,971	-35,779	47.96%
40	Plant Sale	61,992	48,842	-13,150	78.79%
41	Elections	11,003	9,635	-1,367	87.57%

	Account Name	2023 Mid-Year Revised Budget	2023 Actual	\$ Over Budget	% of Budget
42	<input type="checkbox"/> Adult and Youth Conservation Education	54,800	35,701	-19,099	65.15%
43	South Sound Green	46,300	28,517	-17,783	61.59%
44	Teens in Thurston Volunteer Program	5,000	3,684	-1,316	73.68%
45	Envirothon	3,500	3,500	0	100.00%
46	<input type="checkbox"/> Climate Change Adaptation & Mitigation and Other Strategic Plan Priorities	98,125	59,222	-38,903	60.35%
47	Conservation TA	98,125	59,222	-38,903	60.35%
48	<input type="checkbox"/> Expense	592,978	335,452	-257,526	56.57%
49	Administrative Salaries & Benefits	294,000	174,156	-119,844	59.24%
50	<input type="checkbox"/> Professional Services	74,143	39,557	-34,586	53.35%
51	Legal Services	34,000	24,003	-9,997	70.60%
52	Audit & Accounting	6,500	2,834	-3,666	43.61%
53	Computer Services	30,643	12,720	-17,924	41.51%
54	Professional Services	3,000	0	-3,000	0.00%
55	<input type="checkbox"/> Facility, Vehicles and Maintenance	154,335	86,207	-68,128	55.86%
56	Janitorial Services	7,800	4,650	-3,150	59.62%
57	Office Rent	50,000	28,756	-21,244	57.51%
58	Utilities	7,300	4,068	-3,232	55.73%
59	Equipment Leases	3,600	2,214	-1,386	61.49%
60	Vehicle Leases	5,775	3,356	-2,419	58.12%
61	5966604 · Vehicle Purchase	20,000	20,000	0	100.00%
62	Office Move	23,000	0	-23,000	0.00%
63	Communications	12,710	7,765	-4,945	61.09%
64	Photocopier Usage	1,100	754	-346	68.55%
65	Repairs & Maintenance	3,300	1,946	-1,354	58.96%
66	Computer Hardware Purchases	4,500	4,007	-493	89.04%
67	Computer Software	12,250	8,507	-3,743	69.44%
68	Equipment & Office Furniture	3,000	186	-2,814	6.19%
69	<input type="checkbox"/> Supplies	10,750	7,558	-3,192	70.31%
70	Office Supplies	4,450	2,453	-1,997	55.13%
71	Postage & Shipping	300	41	-259	13.68%
72	Organizational Dues & Licenses	6,000	5,064	-936	84.40%
73	<input type="checkbox"/> Conferences, Training and Travel	24,600	10,325	-14,275	41.97%
74	Staff Conference & Training Fees	9,000	2,067	-6,933	22.97%
75	Board Conference and Training Fees	2,500	295	-2,205	11.82%
76	Staff Travel	11,600	7,962	-3,638	68.64%
77	Board Travel	1,500	0	-1,500	0.00%
78	<input type="checkbox"/> Insurance and Banking	35,150	17,648	-17,502	50.21%
79	Bank Fees & Interest Charges	650	606	-44	93.22%
80	Liability Insurance Premiums	34,500	17,042	-17,458	49.40%
81	Late Fees & Penalties	0	0	0	N/A
82	<input type="checkbox"/> Savings	56,300	0	-56,300	0.00%
83	Reserve Fund	37,500	0	-37,500	0.00%
84	Conservation Education Center Savings Plan	18,800	0	-18,800	0.00%
85	Net Income (Surplus or Deficit)	-7,125	-67,690	-60,765	952.85%

2023 Restricted Budgets vs Actuals



As of July 31, 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	- RCO											
2	ASRP Riverbend Phase 2	R050	20-1908	03/28/22	06/30/27	7,674,839	7,406,079	655,070	182,666	472,403	25.56%	3.50%
3	SRFB Cozy Valley	R060	21-1089C	09/23/21	09/23/23	132,778	77,677	93,563	22,856	70,707	92.61%	41.50%
4	ESRP Zangle Cove	R070	20-1517R	07/01/21	12/31/23	110,072	103,594	105,927	2,333	103,594	83.26%	5.89%
5	Oregon Spotted Frog (OSF) Outreach	R080		01/01/23	01/01/25	32,550	26,199	25,100	6,351	18,749	28.96%	19.51%
6	ESRP Lower Eld Bulkhead Removal	R090		07/01/23	07/01/26	125,200	125,200	TBD	0	N/A	2.83%	0.00%
7	- Federal											
8	Frogs on Farm Cost Share	US80		08/15/20	08/15/25	93,135	72,777	21,340	12,272	9,068	59.17%	21.86%
9	USFWS Restoring South Sound Prairies	US90		07/01/22	07/01/27	60,000	19,674	3,589	3,263	326	21.67%	67.21%
10	Zangle Cove PMEP	US100		09/30/22	09/30/24	40,000	40,000	40,000	0	40,000	41.67%	0.00%
11	- DOE										Closed	
12	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%
13	- WSCC											
14	Skookumchuck Planting	W030	20-13-ER	04/01/20	12/31/24	744,780	227,481	98,135	8,707	89,428	70.10%	69.46%
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	FY23-25 Livestock	W025	TBD	07/01/23	06/30/25	20,000	20,000	8,900	0	8,900	4.24%	0.00%
17	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%
18	FY21-23 Chehalis Flood Plain	W050	22-13-FL	09/01/21	06/30/23	128,333	7,857	42,300	34,443	7,857	Closed	93.88%
19	FY23-25 Chehalis Flood Plain	W050	TBD	TBD	06/30/25	TBD	N/A	TBD	5,076	N/A	N/A	N/A
20	FY21-23 CREP	W070	22-13-CE	07/01/21	06/30/23	88,870	26,792	78,060	51,268	26,792	Closed	69.85%
21	FY23-24 CREP	W070	24-13-CE	07/01/23	06/30/24	16,924	13,138	16,924	3,786	13,138	8.47%	22.37%
22	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%
23	FY23-25 NRI Cost Share	W080	24-13-NR	08/21/23	06/30/25	81,222	81,222	31,875	0	31,875	0.00%	0.00%
24	FY22-23 Engineering	W100	23-13-PE	07/27/22	06/30/23	132,000	0	73,103	73,103	0	Closed	100.00%
25	FY23-24 Engineering	W100	TBD	TBD	TBD	82,500	N/A	TBD	0	N/A	N/A	N/A
26	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%
27	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%
28	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%
29	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%

	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
30	Large Wood Acquisition	W115	23-13-SRF	03/21/23	06/30/23	6,250	97	6,250	6,153	97	Closed	98.45%
31	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%
32	FY23-24 Sustainable Farms and Fields	W120	TBD	TBD	TBD	52,798	N/A	TBD	0	N/A	N/A	N/A
33	FY21-23 Chehalis Lead	W150	22-13-RIT	10/01/21	06/30/23	72,000	27,798	41,539	13,741	27,798	Closed	61.39%
34	FY23-25 Chehalis Lead	W150	TBD	TBD	06/30/25	TBD	N/A	TBD	2,288	N/A	N/A	N/A
35	Thurston County											
36	FY21-23 VSP	TC400		07/01/21	06/30/23	150,000	1,583	43,610	42,027	1,583	Closed	98.94%
37	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%
38	FY23-25 VSP	TC400		07/01/23	06/30/25	220,000	200,630	56,994	19,370	37,624	4.24%	8.80%
39	FY23-25 VSP Cost Share	TC450		08/08/23	06/30/25	359,531	359,531	17,979	0	17,979	0.00%	0.00%
40	Miscellaneous											
41	ESRP Shore Friendly Phase 3	M035		07/01/23	06/30/25	TBD	N/A	TBD	11,132	N/A	4.24%	N/A
42	Orca Recovery Day	M060		07/01/19	until spent	7,090	775	775	0	775	NA	89.07%
43	Bonneville ORD	M064		01/01/23	until spent	600	600	600	0	600	NA	0.00%
44	City of Olympia Urban Ag	M065		01/01/23	12/31/23	129,500	106,211	129,500	23,289	106,211	58.08%	17.98%
45	Western SARE - Grassland Grazing	M070	WSARE-R2GR	09/01/21	08/31/23	20,273	1,926	12,105	10,179	1,926	95.75%	90.50%
46	Sentinel Landscape Program (SLP)	M075		10/01/21	03/28/24	579,000	83,733	307,125	223,392	83,733	73.52%	85.54%
47	One Tree Planted	M085		09/03/21	until spent	33,076	30,087	30,087	0	30,087	NA	9.04%
48	WCRII Prairie Habitat Enhancement	M095	2022-06	01/01/22	06/30/25	111,954	76,618	37,110	16,157	20,953	45.18%	31.56%
49	WFC Meyer Phase 2	M100		01/01/23	09/01/25	106,546	105,286	N/A	1,260	N/A	21.74%	1.18%
50	Pierce County Shellfish NTA	M600		07/01/23	09/30/23	40,000	30,563	40,000	9,437	30,563	33.70%	23.59%
51	South Sound GREEN											
52	FY23 Interlocal	G019-SS		01/01/23	12/31/23	51,200	31,345	51,200	19,855	31,345	58.08%	38.78%
53	2023 ESD 113 Climate Education	G019.104		05/16/23	until spent	6,000	1,150	6,000	4,850	1,150	NA	80.84%
54	NOAA B-WET	G019.106		01/01/22	12/31/23	12,881	3,516	11,999	8,483	3,516	79.04%	72.70%
55	NFWF Five Star	G019.108		09/01/23	06/30/24	12,375	12,375	5,000	0	5,000	0.00%	0.00%
56	RCO Outdoor Learning	G019.109		10/01/22	06/30/23	77,625	1	69,321	69,320	1	Closed	100.00%
57	OSD Outdoor Learning	G019.103		01/01/23	06/30/23	2,800	5	2,800	2,795	5	Closed	99.83%
58	Dawkins 2022	G019.28		01/01/22	until spent	25,000	5,045	13,350	8,304	5,045	NA	79.82%
59	Dawkins 2023	G019.28		01/01/23	until spent	20,000	20,000	6,000	0	6,000	NA	0.00%
60	Embrace the Stream	G019.30		08/01/22	07/31/23	5,035	1,051	5,035	3,984	1,051	100.00%	79.13%
61	TCC	TCC		01/01/18	until spent	9,853	0	174	174	0	NA	100.00%
62	Teens in Thurston Volunteer Program									0		
63	Nisqually TNT 2022	G019.60		01/19/22	until spent	4,000	1,975	1,975	0	1,975	NA	50.62%

	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
64	Nisqually TNT 2023	T070		01/06/23	until spent	5,375	5,375	5,375	0	5,375	NA	0.00%
65	- Envirothon Program									0		
66	2022 Nisqually Indian Tribe Envirothon	T040		01/01/22	until spent	5,000	0	274	274	0	Closed	100.00%
67	2023 Chehalis Tribe Envirothon	T040		01/23/23	until spent	5,000	1,106	5,000	3,894	1,106	NA	77.89%
68	2023 Pork Blakely Envirothon	T040		03/02/23	until spent	500	500	500	0	500	NA	0.00%
69	- PARTNERS									0		
70	South Puget Sound Salmon Enhancement Group	P100		01/12/23	06/30/23	6,000	3,001	6,000	2,999	3,001	118.24%	49.98%
71	OlyEcosystems	P400		05/02/23	09/01/23	16,500	11,493	16,500	5,007	11,493	73.98%	30.34%
72	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
July 2023

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Credit Card Charge	11497	07/01/2023	TCD Programs:T098 - Soil Health Testing	WSCC Salmon Recovery Funding	5314117 · Soil Testing	36.20
Credit Card Charge	11394	07/03/2023	Capital Industrial	T096.1 - Nutrient Spreader Rentals	5354802 · Rental Equipment	852.17
Check	EFT	07/05/2023	Regence - Health Care		5531021 · Medical Benefits	18,595.41
Credit Card Charge	11451	07/06/2023	Capitol Express	UNRESTRICTED:A120 - Vehicles	5354803 · Vehicle Maintenance	10.00
Credit Card Charge	11464	07/06/2023	Shell Gas	WSCC:W030 - Skookumchuck	5314107 · Project Supplies	14.91
Credit Card Charge	11465	07/06/2023	Shell Gas	WSCC:W030 - Skookumchuck	5314107 · Project Supplies	13.56
Credit Card Charge	11449	07/06/2023	US Postal Service	TCD Programs:T098 - Soil Health Testing:T098.3 - Soil Program	5314202 · Postage & Shipping	11.63
Credit Card Charge	11450	07/07/2023	Conservation Job Board	WSCC:W030 - Skookumchuck	5314400 · Advertising	55.00
Liability Check		07/07/2023	QuickBooks Payroll Service		Payroll	40,706.63
Credit Card Charge	1238798306	07/07/2023	QuickBooks Time Support (TSheets)	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	188.34
Credit Card Charge	3197134	07/09/2023	Right Networks	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	23.00
Bill Pmt -Check	21839	07/10/2023	Erin Phillips	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	1,200.00
Bill Pmt -Check	21840	07/10/2023	James Gudgeon	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	900.00
Bill Pmt -Check	21841	07/10/2023	Cost Share Cooperator	Thurston County VSP Cost Share: TC450.1	5314109 · Cost Share	47,507.33
Bill Pmt -Check	21827	07/10/2023	Cost Share Cooperator	Thurston County VSP Cost Share: TC450.2	5314109 · Cost Share	41,650.00
Bill Pmt -Check	21847	07/10/2023	Nisqually River Foundation	G019.109 RCO Outdoor Learning	5314100 · Professional Services	29,000.00
Bill Pmt -Check	21842	07/10/2023	Puget Sound Energy	UNRESTRICTED:A010 - Administrative Expenses	5314701 · Electricity	118.24
Credit Card Charge	11452	07/10/2023	Radiance	UNRESTRICTED:A010 - Administrative Expenses	5314302 · Staff - Conference & Training	66.69
Bill Pmt -Check	21843	07/10/2023	Sydney Flemister	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	1,200.00
Bill Pmt -Check	21844	07/10/2023	Taylor Sherrow	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	100.00
Bill Pmt -Check	21845	07/10/2023	Verizon	UNRESTRICTED:A010 - Administrative Expenses	5314201 · Telephone	920.62
Bill Pmt -Check	21846	07/10/2023	VSP - Vision Care		5531021 · Medical Benefits	202.75
Credit Card Charge	11404	07/11/2023	Dell	UNRESTRICTED:A010 - Administrative Expenses	5945364 · Computer Hardware	1,039.15
Credit Card Charge	11453	07/11/2023	Ralphs Thriftway	UNRESTRICTED:A010 - Administrative Expenses	5314302 · Staff - Conference & Training	5.46
Credit Card Charge	11462	07/11/2023	Shell Gas	Partner Fee for Service: P400.1 - OlyEcosystems Deschutes Rive	5314107 · Project Supplies	21.27
Credit Card Charge	11454	07/11/2023	Trader Joes	UNRESTRICTED:A010 - Administrative Expenses	5314302 · Staff - Conference & Training	79.89
Credit Card Charge	11461	07/12/2023	Auto Zone	UNRESTRICTED:A120 - Vehicles	5354803 · Vehicle Maintenance	48.77
Credit Card Charge	11456	07/12/2023	Capital Industrial	TCD Programs:T096 - Soil Health Equipment Rentals	5354802 · Rental Equipment	248.39
Credit Card Charge	11457	07/12/2023	Capital Industrial	UNRESTRICTED:A120 - Vehicles	5354803 · Vehicle Maintenance	132.36
Check	EFT	07/12/2023	Delta Dental		5531022 · Dental Benefits	1,486.50
Liability Check	EFT	07/12/2023	Internal Revenue Service		Federal Income Tax Payable & FICA Payable	12,973.10
Liability Check	EFT	07/12/2023	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	765.00
Liability Check	EFT	07/12/2023	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	18,373.81
Check	EFT	07/12/2023	Wells Fargo		Wells Fargo	16,475.72

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Credit Card Charge	11463	07/13/2023	Capital Industrial	TCD Programs:T099 - Food Processing and Tools Rentals	5354802 · Rental Equipment	141.89
Credit Card Charge	11459	07/13/2023	Ed Hume Seeds	TCD Programs:T030 - District Communications	5314901 · Meeting & Event	275.00
Credit Card Charge	5173528	07/14/2023	Buzzsprout	TCD Programs:T030 - District Communications	5374001 · Web Hosting and Maintenance	12.00
Credit Card Charge	11458	07/14/2023	Pro Time Lawn Seeds	MISC:M100 - WFC Meyer Phase 2	5314108 · Construction & Restoration Work	55.09
Bill Pmt -Check	EFT	07/17/2023	Comcast	UNRESTRICTED:A010 - Administrative Expenses	5314204 · Internet Services	186.61
Credit Card Charge	11467	07/18/2023	Auto Zone	UNRESTRICTED:A120 - Vehicles	5354803 · Vehicle Maintenance	48.16
Credit Card Charge	11472	07/18/2023	Chevron	UNRESTRICTED:A120 - Vehicles	5313201 · Vehicle Fuel	173.62
Credit Card Charge	E0300OBW20	07/19/2023	Microsoft	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	95.82
Credit Card Charge	E0300OBSFF	07/19/2023	Microsoft	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	162.61
Credit Card Charge	E0300OBWCP	07/19/2023	Microsoft	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	49.28
Check	EFT	07/19/2023	TPSC Benefits		5531021 · Medical Benefits	76.50
Credit Card Charge	11473	07/20/2023	Chevron	Partner Fee for Service: P400.1 - OlyEcosystems Deschutes River	5314107 · Project Supplies	35.90
Credit Card Charge	11471	07/20/2023	JoAnn	TCD Programs:T030 - District Communications	5314400 · Advertising	17.51
Credit Card Charge	11470	07/21/2023	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	14.90
Credit Card Charge	11484	07/22/2023	Tenino Market Fresh	TCD Programs:T030 - District Communications	5314901 · Meeting & Event	26.55
Credit Card Charge	P1-86531123	07/23/2023	Intuit	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	174.00
Credit Card Charge	11417	07/24/2023	Intuit	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	221.67
Credit Card Charge	11474	07/24/2023	O Reilly Auto Parts	GREEN:G019-SS GREEN Interlocal (Quarterly)	5354803 · Vehicle Maintenance	10.27
Bill Pmt -Check	EFT	07/24/2023	Pacific Disposal	UNRESTRICTED:A010 - Administrative Expenses	5314702 · Garbage Service	62.13
Liability Check		07/24/2023	QuickBooks Payroll Service		Payroll	40,989.52
Bill Pmt -Check	EFT	07/24/2023	Ricoh USA, Inc.	UNRESTRICTED:A010 - Administrative Expenses	Equipment Leases & Photocopier Usage	449.91
Liability Check	21848	07/24/2023	WSCCE - Council 2		3861008 · Union Dues	739.29
Bill Pmt -Check	21849	07/25/2023	Anne Hankins	G019.106 NOAA B-WET	5314107 · Project Supplies	26.81
Bill Pmt -Check	21850	07/25/2023	Antiquity Consulting	WSCC Salmon Recovery Funding	5314119 · Cultural Resources	17,825.00
Bill Pmt -Check	21851	07/25/2023	Builders Exchange of Washington Inc	RCO:R050 - FY 22-27 ASRP Riverbend	5314400 · Advertising	45.00
Bill Pmt -Check	21852	07/25/2023	Community Farmland Trust	TCD Programs:T099 - Food Processing and Tools Rentals	5314501 · Office Rent	260.00
Bill Pmt -Check	21853	07/25/2023	Deschutes Law Group	UNRESTRICTED:A010 - Administrative Expenses	5314101 · Legal Fees & Services	2,000.00
Bill Pmt -Check	21854	07/25/2023	Ecostudies Institute	M075 - FY21-24 SLP REPI Pilot	5314100 · Professional Services	1,000.09
Bill Pmt -Check	21855	07/25/2023	Erin Phillips	Various	5314108 · Construction & Restoration Work	1,200.00
Bill Pmt -Check	21856	07/25/2023	GRuB	GREEN:G019.104 ESD 113 Climate Ed	5314100 · Professional Services	829.00
Bill Pmt -Check	21857	07/25/2023	Heartland LLC	TCD Programs:T021 - Conservation Education Center	5314100 · Professional Services	7,411.52
Bill Pmt -Check	21858	07/25/2023	James Gudgeon	Various	5314108 · Construction & Restoration Work	450.00
Bill Pmt -Check	21859	07/25/2023	Cost Share Cooperator	Thurston County VSP Cost Share: TC450.4	5314109 · Cost Share	47,981.07
Bill Pmt -Check	21860	07/25/2023	KR Creative Strategies	WSCC:W070 - CREP	5314100 · Professional Services	5,215.00
Bill Pmt -Check	21861	07/25/2023	Midwest Labs	TCD Programs:T098 - Soil Health Testing	5314117 · Soil Testing	238.17
Bill Pmt -Check	21862	07/25/2023	Minuteman Press	Various	5314203 · Printing Services	5,461.93
Bill Pmt -Check	21863	07/25/2023	Mountain Mist	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	76.93
Bill Pmt -Check	21864	07/25/2023	Northwest Meadowsclapes, LLC	TCD Programs:T097 - Plant Sale	5313401 · Plants for Resale	5,433.98

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Bill Pmt -Check	21865	07/25/2023	Cost Share Cooperator	WSCC:W080 - NRI Cost Share	5314109 · Cost Share	37,261.00
Bill Pmt -Check	21866	07/25/2023	Perfect Temp, Inc.	TCD Programs:T099 - Food Processing and Tools Rentals	5354802 · Rental Equipment	246.38
Bill Pmt -Check	21867	07/25/2023	Petrocard	UNRESTRICTED:A120 - Vehicles	5313201 · Vehicle Fuel	831.68
Bill Pmt -Check	21868	07/25/2023	Puget Sound Energy	UNRESTRICTED:A010 - Administrative Expenses	5314700 · Utilities	228.03
Bill Pmt -Check	21869	07/25/2023	Cost Share Cooperator	Thurston County VSP Cost Share: TC450.4	5314109 · Cost Share	9,730.08
Bill Pmt -Check	21870	07/25/2023	Sydney Flemister	Various	5314108 · Construction & Restoration Work	1,200.00
Bill Pmt -Check	21871	07/25/2023	Taylor Sherrow	Various	5314108 · Construction & Restoration Work	100.00
Bill Pmt -Check	21872	07/25/2023	Thurston County Central Services	UNRESTRICTED:A010 - Administrative Expenses	5314501 · Office Rent	4,108.00
Bill Pmt -Check	21873	07/25/2023	Cost Share Cooperator	Thurston County VSP Cost Share: TC450.5	5314109 · Cost Share	23,800.00
Credit Card Charge	11483	07/25/2023	Tractor Supply	TCD Programs:T030 - District Communications	5314901 · Meeting & Event	9.84
Credit Card Charge	11476	07/25/2023	Trader Joes	UNRESTRICTED:A010 - Administrative Expenses	5314310 · Board Meeting Snacks	53.44
Bill Pmt -Check	21874	07/25/2023	Valley Agronomics LLC	WSCC Salmon Recovery Funding	5314108 · Construction & Restoration Work	1,531.47
Bill Pmt -Check	21875	07/25/2023	Verizon	UNRESTRICTED:A010 - Administrative Expenses	5314201 · Telephone	922.47
Credit Card Charge	11478	07/25/2023	Vic's Pizzeria	UNRESTRICTED:A010 - Administrative Expenses	5314310 · Board Meeting Snacks	53.11
Bill Pmt -Check	21876	07/25/2023	WA St Conservation Commission	UNRESTRICTED:A010 - Administrative Expenses	5314504 · Vehicle Leases	1,026.97
Bill Pmt -Check	21877	07/25/2023	WACD	UNRESTRICTED:A010 - Administrative Expenses	5314902 · Organizational Dues & Licenses	3,888.89
Bill Pmt -Check	21878	07/25/2023	Washington Conservation Society	UNRESTRICTED:A010 - Administrative Expenses	5314902 · Organizational Dues & Licenses	150.00
Bill Pmt -Check	21879	07/25/2023	Waterfall Engineering	RCO:R060 - SRFB Cozy Valley	5314100 · Professional Services	1,536.68
Liability Check	EFT	07/26/2023	Internal Revenue Service		Federal Income Tax Payable & FICA Payable	13,094.98
Liability Check	EFT	07/26/2023	WA St Dept of Employment Security		3861010 · WA - Family & Medical Leave	1,778.33
Liability Check	EFT	07/26/2023	WA St Dept of Employment Security		3861007 · State Unemployment Payable	1,222.05
Liability Check	EFT	07/26/2023	WA St Dept of L&I		3861009 · State L&I Payable	4,339.78
Liability Check	EFT	07/26/2023	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	765.00
Sales Tax Payment	EFT	07/26/2023	WA St Dept of Revenue		3861100 · Sales Tax Payable	222.87
Credit Card Charge	11477	07/27/2023	Big Lots	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	102.06
Credit Card Charge	11482	07/27/2023	Featherman Equipment	TCD Programs:T099 - Food Processing and Tools Rentals	5354802 · Rental Equipment	342.41
Check	EFT	07/27/2023	Internal Revenue Service		5531021 · Medical Benefits	51.00
Credit Card Charge	11475	07/27/2023	O'Reilly Auto Parts	UNRESTRICTED:A010 - Administrative Expenses	5354803 · Vehicle Maintenance	105.11
Credit Card Charge	11480	07/27/2023	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	20.75
Credit Card Charge	11510	07/30/2023	Holiday Inn Express	WSCC:W070 - CREP	5314303 · Lodging	430.80
Credit Card Charge	MC13803731	07/31/2023	Mail Chim	TCD Programs:T030 - District Communications	5314505 · Software Licenses	75.56



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title:		RCO Contract Approval: ESRP #22-1201 Lower Eld Bulkhead Removal	
Lead Staff:	Karin Strelloff	Board Meeting Date:	08/29/23
Goal of Presentation:	<input checked="" type="checkbox"/> Decision	<input type="checkbox"/> Information	<input type="checkbox"/> Feedback
Description/Background:	<i>Please provide a description or background of the project.</i>		
<p>This contract is for a grant award from the ESRP Small Grants program administered by RCO. It provides funding for a bulkhead removal and restoration project in Lower Eld Inlet, which was developed as part of the Shore Friendly Thurston program.</p>			
Pros: This grant award provides critical funding to complete a second bulkhead removal and marine shoreline restoration project in Thurston County led by TCD. This project is located on the lower Eld Inlet marine shoreline and has been a great collaboration with the community members who own the site.		Cons: n/a	
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>			
\$125,200.00			
Recommended Action:	<i>What decision do you recommend the board make?</i>		
Approve			
Legal Review:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>			
final version of contract attached			



Project Sponsor: Thurston Conservation District

Project Number: 22-1201R

Project Title: Lower Eld Bulkhead Removal

Approval Date: 07/01/2023

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Department of Fish and Wildlife (WDFW or Funding Entity) acting through the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Thurston Conservation District (Sponsor, and primary Sponsor), 2918 Ferguson St SW Ste 1 A, Tumwater, WA 98512, and shall be binding on the agents and all persons acting by or through the parties.

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

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

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

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

PURPOSE OF AGREEMENT

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

DESCRIPTION OF PROJECT

This South Puget Sound restoration project is located at a residential marine waterfront property found on the west shore of lower Eld Inlet. The construction-only project involves shoreline armor removal and marine riparian restoration to support enhanced nearshore habitat and coastal processes, particularly continued sediment movement and deposition. Removal of armor and associated fill will allow sediment movement and deposition to occur farther inland on this beach. Armor removal will also support salt marsh and forage fish habitat expansion. The beach has a small area of healthy intertidal vegetation which can move inland given new space, allowing future adaptation under sea level rise conditions. The project also involves extensive invasive ivy removal from the backshore and adjacent upland, LWD placement in the upper beach, and addition of diverse native marine riparian vegetation. Proposed restoration actions will especially benefit habitat for forage fish and salmon populations, among other nearshore species. This project hopes to support migrating Puget Sound steelhead, chum, and coho populations, while surf smelt populations will have more space for spawning. Thurston Conservation District will remove approximately 100 linear feet of concrete bulkhead and improve riparian conditions in approximately 3000 square feet of marine shoreline. The project will be promoted and celebrated through the Shore Friendly South Sound partnership.

PERIOD OF PERFORMANCE

The period of performance begins on July 1, 2023 (project start date) and ends on July 1, 2026 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this restoration project, the Sponsor's long-term obligations for the project area shall be for a minimum of ten (10) years, or more as specified in the Landowner Agreement, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$125,200.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
Office - ESRP Small Projects	69.98%	\$125,200.00	State
Project Sponsor	30.02%	\$53,700.00	
Total Project Cost	100.00%	\$178,900.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

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

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

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

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

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

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

- ESRP Small Grants Program Manual
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- Restoration Projects - Manual 5

Provided, where a manual refers to a funding board's responsibility and/or authority but the funding board is not involved with the grant or successor to an entity that was involved, the RCO director shall have that responsibility and/or authority if such responsibilities and/or authority falls within the RCO's statutory responsibilities and/or authority or within a lawful delegation by the board to the RCO.

SPECIAL CONDITIONS

ESRP STATEMENT OF WORK

Incorporate "Attachment A" - 22-1201 Statement of Work 080923 (PRISM Attachment #574397) by reference here as an attachment to the project Agreement.

PUBLIC ACCESS AND SIGNS

The following agreement language in the Standard Terms and Conditions will not be applicable to or enforced for this project on private land:

- ACKNOWLEDGEMENTS AND SIGNS: Section B
- CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS: Section B

SPECIAL CONDITIONS - CULTURAL RESOURCES

CONDITION APPLIES TO THE FOLLOWING AREA(S): Lower Eld BH Removal

State - RCO Lead: Survey required, may proceed with Geotech/soils: This agreement requires compliance with Executive Order 21-02 and may receive a federal permit or funding in the future. RCO has completed initial consultation for this project and a cultural resources survey is required for any project actions that will take place prior to engagement of a lead federal agency. RCO will defer to the federal lead agency for their permitted/ funded project actions once evidence of compliance with Section 106 of the National Historic Preservation Act as defined by the federal lead agency is provided. The cultural resources survey must include documentation of any above or below ground archaeological resources as well as any possible historic structures or buildings that may be affected by the project. Archaeological monitoring of any proposed geotechnical borings, investigations, or test pits may be included as part of the cultural resources survey. The Sponsor must submit the results of the cultural resources survey to RCO and receive a notice of cultural resources completion. Ground disturbance started without approval will be considered a breach of contract. If archaeological or historic materials are discovered while conducting ground disturbing activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Karin Strelhoff
Conservation Program Manager
2918 Ferguson St. Ste. A
Tumwater, WA 98512
karin@thurstoncd.com

RCO Contact

Kay Caromile
Outdoor Grants Manager
PO Box 40917
Olympia, WA 98504-0917
kay.caromile@rco.wa.gov

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

ENTIRE AGREEMENT

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

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 22-1201, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

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

Thurston Conservation District

By: _____

Date: _____

Name (printed): _____

Title: _____

State of Washington Recreation and Conservation Office

By: _____

Date: _____

For Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By:  _____
Assistant Attorney General

Date: 05/01/2023

Project Sponsor: Thurston Conservation District
Project Title: Lower Eld Bulkhead Removal

Project Number: 22-1201R
Approval Date: 07/01/2023

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Restoration Metrics

Worksite #1, Restoration

Targeted salmonid ESU/DPS (A.23):

Chum Salmon-Puget Sound/Strait of Georgia
ESU, Coho Salmon-Puget Sound/Strait of
Georgia ESU, Steelhead-Puget Sound DPS
Forage Fish

Targeted species (non-ESU species):

0.02

Miles of Stream and/or Shoreline Treated or Protected (C.0.b):

Project Identified In a Plan or Watershed Assessment (C.0.c):

Puget Sound Partnership, 2022-26, Action
Agenda, Strategy 3 Healthy Shorelines, online
Puget Sound NEP, 2021 update to Shoreline
Armoring Implementation Strategy, online AHSS
LIO Technical Team, 2016, Draft South Sound
Strategy, online Thurston County, 2013 Final
Draft Shoreline Master Program Update, online
(pp. 333-37) WRIA 14 LE South Sound Recovery
Plan (Eld Inlet stressors, Appendix A p.11)
Implementation Monitoring

Type Of Monitoring (C.0.d.1):

Estuarine / Nearshore Project

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

0.1

Estuarine plant removal / control (C.9.j.1)

Acres of Estuary Treated for plant removal/control (C.9.j.3):

0.1

Estuarine planting or native plant establishment (C.9.r.1)

Acres of Estuarine planting or native plant establishment (C.9.r.3):

0.1

Shoreline armor removal or modification (C.9.k.1)

Miles of Shoreline Treated for armor modification/removal (C.9.k.2):

0.01

Acres of Shoreline Treated for armor modification/removal (C.9.k.3):

0.1

Substrate modification

Acres of substrate modification:

0.1

Architectural & Engineering

Architectural & Engineering (A&E)

Project Sponsor: Thurston Conservation District
Project Title: Lower Eld Bulkhead Removal

Project Number: 22-1201R
Approval Date: 07/01/2023

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	07/01/2023	
	Landowner Agreement to RCO	12/31/2023	
	Other	12/31/2023	Final communications plan
	Applied for Permits	12/31/2023	
	Cultural Resources Study	12/31/2023	(for work not covered by federal permit) Cultural resources survey required pending Federal Nexus, see special condition #1
	Final Design to RCO	12/31/2023	Planting Plan
	Preliminary Design to RCO	12/31/2023	Preliminary Design Report and Plans
	Progress Report Due	12/31/2023	
	Final Design to RCO	04/01/2024	Final Design Report, Plans, and Specifications; Bid and Contract documents
	Permits Complete	06/01/2024	
	Cultural Resources Documents	06/01/2024	Attach Army Corps permit to PRISM to confirm cult res consultation complete for activities covered by federal permit
	Progress Report Due	07/01/2024	
	Annual Project Billing Due	07/31/2024	
	Progress Report Due	12/31/2024	
	Bid Awarded/Contractor Hired	03/01/2025	
	Progress Report Due	07/01/2025	
	Restoration Started	07/01/2025	construction
	Annual Project Billing Due	07/31/2025	
	Restoration Started	09/01/2025	planting
	Restoration Complete	12/31/2025	construction
	Progress Report Due	12/31/2025	
	RCO Final Inspection	03/01/2026	
	Restoration Complete	07/01/2026	planting
	Special Conditions Met	07/01/2026	Ensure compliance with ESRP Statement of Work
	Final Design to RCO	07/01/2026	As-built documentation (including depiction of planted area) attached in PRISM, if completed project differs from final design. Include an explanation if the constructed project differs significantly from the final design.
	Final Report Due	07/01/2026	
	Funding Acknowl Sign Posted	07/01/2026	
	Agreement End Date	07/01/2026	
	Final Billing Due	09/01/2026	

Project Sponsor: Thurston Conservation District
Project Title: Lower Eld Bulkhead Removal

Project Number: 22-1201R
Approval Date: 07/01/2023

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 08/15/2023.

CITATIONS, HEADINGS AND DEFINITIONS

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

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

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

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

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

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

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

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

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

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

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

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

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

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

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

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

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

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

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

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

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

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

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

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

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

RCW – Revised Code of Washington

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

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

restoration project – A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

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

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

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

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

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

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

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this

reference as if fully set forth herein.

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

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

RESPONSIBILITY FOR PROJECT

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

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

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

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

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

whom the Sponsor may be legally liable.

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

INDEPENDENT CAPACITY OF THE SPONSOR

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

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

CONFLICT OF INTEREST

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

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

COMPLIANCE WITH APPLICABLE LAW

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

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
 - 2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend

at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
 - 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. **Costs associated with project review and evaluation of archeology and cultural resources** are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.
- F. **Inadvertent Discovery Plan.** The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
 - 1) Keep the IDP at the project site.
 - 2) Make the IDP readily available to anyone working at the project site.
 - 3) Discuss the IDP with staff and contractors working at the project site.
 - 4) Implement the IDP when cultural resources or human remains are found at the project site.
- G. **Inadvertent Discovery**

- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement

may be reduced as necessary to exclude any such expenditure from reimbursement.

- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

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

ADVANCE PAYMENTS

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

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

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

commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

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

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
- 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and
 - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

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

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

TREATMENT OF EQUIPMENT AND ASSETS

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

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

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

STEWARDSHIP AND MONITORING

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

ACKNOWLEDGMENT AND SIGNS

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

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

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
 - 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner

agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.

- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.
- E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition and development projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, and/or renovated pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, and/or renovated with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
- 1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
- 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - 2) In a reasonably safe condition for the project's intended use;
 - 3) Throughout its estimated useful service life so as to prevent undue deterioration;
 - 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
- 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules,

including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.

- 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
- 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

ORDER OF PRECEDENCE

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

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

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

WAIVER OF DEFAULT

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

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

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

SPECIFIC PERFORMANCE

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

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application

for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. For Cause.

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

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

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

C. Rights and Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

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

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

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

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

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

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

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

ATTORNEYS' FEES

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

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

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

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.

Estuary and Salmon Restoration Program (ESRP)

Restoration Project

Lower Eld Bulkhead Removal #22-1201

Statement of Work

July 1, 2023

Note that the project milestones and individual task costs below are estimates and subject to change.

PURPOSE

Agreement Scope

This South Puget Sound restoration project is located at a residential marine waterfront property found on the west shore of lower Eld Inlet. The construction-only project involves shoreline armor removal and marine riparian restoration to support enhanced nearshore habitat and coastal processes, particularly continued sediment movement and deposition. Removal of armor and associated fill will allow sediment movement and deposition to occur farther inland on this beach. Armor removal will also support salt marsh and forage fish habitat expansion. The beach has a small area of healthy intertidal vegetation that can move inland given new space, allowing future adaptation under sea level rise conditions.

The project also involves extensive invasive ivy removal from the backshore and adjacent upland, LWD placement in the upper beach, and addition of diverse native marine riparian vegetation. Proposed restoration actions will especially benefit habitat for forage fish and salmon populations, among other nearshore species. The project hopes to support migrating Puget Sound Chinook, steelhead, chum, and coho populations, while surf smelt populations will have more space for spawning. Thurston Conservation District will remove approximately 100 linear feet of concrete bulkhead and improve riparian conditions in approximately 3000 square feet of marine shoreline. The project will be promoted and celebrated through the Shore Friendly South Sound partnership.

GOALS & OBJECTIVES

This project will remove 100 ft of shoreline armor to reduce the detrimental impacts of armor, including reduced nearshore extent, disruption of erosion that supports sediment deposition and transport, eradicated forage fish spawning habitat, disconnected upland and beach, and overwhelming invasive plant communities offering inadequate food, shelter, or cover.

FUNDING

ESRP AWARD:	\$125,200
SPONSOR MATCH:	<u>\$ 53,700</u>
TOTAL PROJECT:	\$178,900

AGREEMENT MILESTONES:

START DATE: July 1, 2023

END DATE: Work on this project must be completed by _(July 1, 2026)_

TASKS & DELIVERABLES

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

Description: General grant administration and management for this task includes but is not limited to maintenance of project records; submittal of payment vouchers (at least one/year), progress reports via PRISM Online (at least two/year); revising the public communication plan, as needed; sharing project progress via Shore Friendly and Thurston CD outreach tools; and submittal of final report and required deliverables via PRISM Online.

Deliverables:

Number	Deliverable	Target date
1.1	PRISM progress reports that describe accomplishments, project status, and any delays or concerns (Submit 2/yr)	12/31/2023 7/1/2024 12/31/2024 7/1/2025 12/31/2025
1.2	Final communications plan	12/31/2023
1.3	PRISM Final Report – Document completed work and project costs in PRISM final report (due at close of project)	7/1/2026

Task 2: Project Planning, Design, and Permitting

Description: Building from already-completed conceptual designs, Thurston Conservation District will complete preliminary then final restoration designs to restore the site. The final design will incorporate comments provided by stakeholders, the ESRP program, and/or permit agencies about the preliminary designs. Refer to Appendix A for a description of required deliverables for each design phase.

TCD will coordinate with the landowner to complete design and construction, secure project permits from the appropriate regulatory agencies, and will prepare bid documents and hire a contractor to construct the project.

Cultural Resources- Survey Required for Work Not Covered by Federal Permit or Funding. This agreement requires compliance with Executive Order 21-02 and may receive a federal permit or funding in the future. RCO has completed initial consultation for this project and a cultural resources survey is required for any project actions that will take place prior to engagement of a lead federal agency. RCO will defer to the federal lead agency for their permitted/ funded project actions once evidence of compliance with Section 106 of the National Historic Preservation Act as defined by the federal lead agency is provided.

The cultural resources survey must include documentation of any above or below ground archaeological resources as well as any possible historic structures or buildings that may be affected by the project. Archaeological monitoring of any proposed geotechnical borings, investigations, or test pits may be included as part of the cultural resources survey. The Sponsor must submit the results of the cultural resources survey to RCO and receive a notice of cultural resources completion. Ground disturbance started without approval will be considered a breach of contract. If archaeological or historic materials are discovered while conducting ground disturbing activities, work in the immediate vicinity must stop and the

Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

Subtasks and timeline, if relevant (steps to carry out the task):

- **Complete preliminary (permit-ready) design report and plans** and engage ESRP staff and stakeholders [12/31/2023]
- **Applied for Permits** (12/31/2023)
- **Complete final design report and plans** [4/1/2024]
- **Permits Complete** (6/1/2024)

Deliverables:

Number	Deliverable	Target date
2.1	Preliminary Design Report and Plans	12/31/23
2.2	Final Design Report, Plans, and Specifications	4/1/2024
2.3	Bid and Contract documents	4/1/2024
2.4	Planting Plan (if not included in final design plans)	12/31/2023
2.5	Cultural Resources Survey (for work not covered by federal permit)	12/31/2023
2.6	Army Corps permit attached to PRISM to confirm cult res consultation complete for activities covered by federal permit	6/1/2024
2.7	Signed Landowner agreement	12/31/23

Task 3: Construction and Post-Construction Activities

Description: Thurston Conservation District will stake out construction, provide engineering oversight during construction, and may engage volunteers to help re-plant the site with native vegetation. Following construction, TCD will complete as-built project documentation, if constructed project differs from final design, to provide a record of the completed work. TCD will deliver a [restoration stewardship and maintenance plan](#) that, at a minimum, describes the project goals, objectives, and desired outcome; project actions, a planned monitoring and maintenance activities to ensure that project goals and objectives will be achieved; and an adaptive management plan.

Subtasks and timeline, if relevant (steps to carry out the task):

- Bid Awarded/Contractor Hired:** (3/1/2025)
- Construction Start Date:** (7/1/2025)
- Construction Complete Date:** (12/31/2025)
- Planting Start Date:** (9/1/2025)
- Planting Complete Date:** (7/1/2026)

Deliverables:

Number	Deliverable	Completion date
3.1	Photos of completed project attached to PRISM (at least two in JPG format)	7/1/2026
3.2	As-built documentation (including depiction of planted area) attached in PRISM, if completed project differs from final design. Include an explanation if the constructed project differs significantly from the final design.	7/1/2026

3.3	ESRP funding acknowledgement sign posted on site (<i>optional on private property</i>)	7/1/2026
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Appendix A: Required Design Deliverables for Each Phase of Design

Preliminary (Permit Ready) Design

Preliminary designs must adequately describe all proposed project elements in sufficient detail for permit review and authorization. While the design team may tailor the design process to suit the unique circumstances of each project, the following project deliverables are required for preliminary design projects:

- Design Report: A design report is a record of the technical decisions that inform the development of the selected project design. The preliminary design report must describe all elements of the project and provide sufficient details to support project permitting. Typical elements of a design report include:
 - Introduction, Goals, and Objectives: An explanation of the purpose of the project and its specific nearshore ecosystem restoration goals and objectives.
 - Site Characterization: A detailed characterization of the existing conditions relevant to project design.
 - Alternative Assessment and Selection: A description of the conceptual design process that culminated in selection of a preferred alternative.
 - Design Considerations, Evaluations, and Analyses: A listing of specific design criteria that define the intent and expectations for each project element. Design criteria are specific, measurable attributes of project features that clarify the purpose of each project element and articulate how each element will contribute to the project's overall goals and objectives. Include justification and documentation of design methods applied, including assumptions that facilitated the design. Provide a summary of design output and analysis of each technical assessment required to support the proposed design elements. Full data output should be referenced to an Appendix.
 - Summary of Permitting and Stakeholder Consultation.
 - Construction Cost Estimate.
 - Appendices: All raw data, computational data, model output, and other reports (geotechnical, hydraulic modeling, topographic survey, wetland delineation, etc.) must be included in the Basis of Design Report, either as an appendix or otherwise incorporated.
- Design Drawings, including existing site plan, project site plan that includes all project elements, design details (as needed), relevant longitudinal profile and cross-sections.
- Permit applications (optional)

Final Design Deliverables:

The final design should incorporate and address the comments provided by stakeholders, the ESRP program, and permit agencies received regarding the preliminary designs. The following project deliverables are required for final designs:

- Final design report and drawings
- Technical specifications
- Final construction quantities and cost estimate
- Contract bidding documents and conditions (unless the project will be built by sponsor crew)
- Construction permit applications (optional)



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title: WSCC NRI FY23-25 Addendum	
Lead Staff: Karin Strelloff	Board Meeting Date: 08/29/23
Goal of Presentation: <input checked="" type="checkbox"/> Decision <input type="checkbox"/> Information <input type="checkbox"/> Feedback	
Description/Background:	<i>Please provide a description or background of the project.</i>
<p>This addendum funds 2 proposed District Implemented habitat restoration projects: a restoration planting on the marine shoreline of lower Eld Inlet, and a stream channel/prairie restoration project near Mima mounds in south Thurston County.</p>	
Pros: These 2 projects are currently the top 2 habitat restoration projects in our wait list. (1) NRI funds will provide critical match dollars for the Lower Eld Inlet project site. This project, developed under the Shore Friendly Thurston program, already received an ESRP Grant to remove unnecessary shoreline armor. NRI funds will support invasive control and marine riparian restoration for that project. (2) NRI funds will also support a prairie restoration project that would otherwise be difficult to fund through current grant programs. This site was badly damaged during the 2020 wildfires and the project will enable TCD to support the landowners in restoring a damaged creek channel and important prairie habitat.	Cons: n/a
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>	
Total Addendum: \$81,222	
Recommended Action:	<i>What decision do you recommend the board make?</i>
Approval	
Legal Review:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>	
Washington State Conservation Commission Addendum: Natural Resource Investments	



Karin Strelloff

From: Commission@scc.wa.gov <noreply+29899f926be69dff@formstack.com>
Sent: Monday, August 14, 2023 4:45 PM
To: Karin Strelloff
Subject: FORM 4: Addendum

Washington State Conservation Commission

FORM 4: ADDENDUM

Aug 14, 2023 4:45 PM

Conservation District: Thurston

GRANT PROGRAM: Natural Resource Investments

Overhead Rate: 25%

Submitted By: Karin Strelloff
Email: karin@thurstoncd.com

Total Grant Award: 81222.00

Basic Allocation Award (if applicable):

Total to be obligated under this Addendum: 81222.00

Intermediate Outcome #1: 50000.00

Lower Eld Marine Shoreline Restoration: DIP project

This riparian restoration project implements BMPS 612, 314, and 484 and provides match for an ESRP Small grants award for a bulkhead removal project.

Intermediate Outcome #2: 15000.00

Bordeaux Brook Restoration: DIP Project

This stream channel restoration & planting project implements BMPs 585 and 550 to restore a creek and vegetation impacted during past wildfires. The project will restore habitat appropriate to the Mima mounds ecosystem.

Intermediate Outcome #3: 16222.00

Technical Assistance: Planning and Design for the 2 DIP restoration projects.

Intermediate Outcome #4:

Intermediate Outcome #5:

Total of Intermediate Outcomes: 81222.00



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title:	Engineering Grant Submission		
Lead Staff:	Katrinka Hibler	Board Meeting Date:	08/29/23
Goal of Presentation:	<input checked="" type="checkbox"/> Decision	<input type="checkbox"/> Information	<input type="checkbox"/> Feedback
Description/Background:	<i>Please provide a description or background of the project.</i>		
<p>This is a funding request to WSCC for engineering time and materials from July 1 2023- June 30, 2024. The grant request includes \$50,000 to support the District Engineer's salary for project development and design with the goal of having projects further along in the design and permitting process when they receive implementation funding. The request also includes engineering specific software subscriptions, training, and overhead.</p>			
Pros: This funding will help address projects that may not be in a region of the county supported by existing grants. Grant reporting for this funding is less complicated than most.		Cons: This grant request has been submitted but not yet awarded as of July 31, 2023.	
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>			
The total grant request is \$82,500. Accounting staff will be required to submit documentation of grant expenditures. This time is only covered to \$12500.			
Recommended Action:	<i>What decision do you recommend the board make?</i>		
I recommend that you approve this grant request.			
Legal Review:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>			
The printout of the grant request that was submitted to WSCC.			



FORM 4: Addendum

Commission@scc.wa.gov <noreply+8424e8a37d3ee7b7@formstack.com>
Fri 7/28/2023 12:26 PM
To: Katrinka Hibler <Katrinka@thurstoncd.com>;

Washington State Conservation Commission
FORM 4: ADDENDUM

Jul 28, 2023 12:26 PM
Conservation District: Thurston
GRANT PROGRAM: Engineering
Overhead Rate: 25%
Submitted By: Katrinka Hibler
Email: katrinka@thurstoncd.com

Total Grant Award: 82500.00
Basic Allocation Award (if applicable):
Total to be obligated under this Addendum: 82500.00

- Intermediate Outcome #1: 50000.00**
Salary for TCD in-house District Engineer. Funding will support project development and design to better prepare projects for efficient implementation when funded.
- Intermediate Outcome #2: 16000.00**
Software subscriptions: AutoCAD 3 yr subscription \$7000, EnerCalc Structural Design \$1545, BlueBeam PDF software \$350, ASCE membership \$240, Laser Level \$1200, Incidentals \$3665
- Intermediate Outcome #3: 4000.00**
Training and Travel- River Restoration NW Conference, Software training
- Intermediate Outcome #4: 12500.00**
Overhead- based on 25% of \$50000 salary request
- Intermediate Outcome #5:**

Total of Intermediate Outcomes: 82500.00



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title:		WSU MOA Amendment	
Lead Staff:	Nora Carman-White	Board Meeting Date:	08/29/23
Goal of Presentation:	<input checked="" type="checkbox"/> Decision	<input type="checkbox"/> Information	<input type="checkbox"/> Feedback
Description/Background:	<i>Please provide a description or background of the project.</i>		
<p>This is an updated MOA to accommodate the additional pass-through funding to WSU Extension from the REPI Challenge funds added to our NACD MOA that the Board approved earlier this summer. Changes include an increased amount WSU can voucher for (\$130,000) and an extension of the funding period to June 30, 2028.</p>			
Pros:		Cons:	
Continuation of partnership and collaboration on work in the Sentinel Landscape		None	
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>			
An additional \$130,000 will be sub-awarded to WSU Extension			
Recommended Action:		<i>What decision do you recommend the board make?</i>	
Approve			
Legal Review:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>			
Amended MOA with updated deliverables appendix included			



**MEMORANDUM OF AGREEMENT BETWEEN
THURSTON CONSERVATION DISTRICT AND
WASHINGTON STATE UNIVERSITY**

This Memorandum of Agreement is entered into by Thurston Conservation District, having its principal offices at 2918 Ferguson Street SW, Building #1, Suite A, Tumwater, WA 98512 (TCD) and Washington State University (WSU), having its principal offices at Lighty 280, Pullman, WA, 99164-1060

1. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to provide for the sub-contract of activities and funds awarded by the U.S. Dept. of Defense Readiness and Environmental Protection Integration (REPI) program through the Memorandum of Agreement between The National Association of Conservation Districts (NACD) and the Thurston Conservation District (APPENDIX A) between Thurston Conservation District (TCD) and WSU.
2. **ADMINISTRATION OF AGREEMENT:** No separate or joint entity is being created by this Agreement. Rather TCD and WSU will each have a contract representative who will administer the agreement for each party. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

TCDContractRepresentative

Sarah Moorehead
Executive Director
Thurston Conservation District
2918 Ferguson Street SW, Building 1, Suite A
Tumwater, WA 98512
(360) 754-3588

WSUContractRepresentative

Dan Nordquist
AVP, Office of Research Support & Operations
Washington State University
Lighty Student Services Building, Room 280

PO Box 641060
Pullman, Washington 99164-1060
509.335.9661
orso@wsu.edu

3. **DURATION OF AGREEMENT:** This agreement shall remain in effect from October 1, 2021 through June 30, 2028. The duration of this agreement is subject to modification or extension set forth by APPENDIX A or subsequent funding awards for continuation of this project. Subsequent awards will be included by AMENDMENT to this agreement and approved in writing by both parties.
4. **SCOPE OF WORK:** The following activities and deliverables will be performed by WSU Extension Thurston County: Please see APPENDIX A.
5. **BUDGET:** Reimbursement for activities outlined in SECTION 4 SCOPE OF WORK is not to exceed \$354,388.99.
6. **FINANCIAL RESPONSIBILITY:** TCD shall approve all costs of WSU's implementation of the scope of work, according to any and all parameters agreed upon by both parties, or set forth by APPENDIX A.
7. **REIMBURSEMENT AND REPORTING:** WSU shall invoice TCD for work performed on a quarterly basis according to the schedule below:

Period of Work	Invoice Due to TCD
Jan 1, 2022 – Mar 31, 2022	Apr 15, 2022
Apr 1, 2022 – Jun 30, 2022	Jul 15, 2022
Jul 1, 2022 – Sep 30, 2022	Oct 15, 2022
Oct 1, 2022 – Dec 31, 2022	Jan 15, 2023
Jan 1, 2023 – Mar 31, 2023	Apr 15, 2023
Apr 1, 2023 – Jun 30, 2023	Jul 15, 2023
Jul 1, 2023 – Sep 30, 2023	Oct 15, 2023
Oct 1, 2023 – Dec 31, 2023	Jan 15, 2024
Jan 1, 2024 – Mar 31, 2024	Apr 15, 2024
Apr 1, 2024 – Jun 30, 2024	Jul 15, 2024

Jul 1, 2024 – Sep 30, 2024	Oct 15, 2024
Oct 1, 2024 – Dec 31, 2024	Jan 15, 2025
Jan 1, 2025 – Mar 31, 2025	Apr 15, 2025
Apr 1, 2025 – Jun 30, 2025	Jul 15, 2025
Jul 1, 2025 – Sep 30, 2025	Oct 15, 2025
Oct 1, 2025 – Dec 31, 2025	Jan 15, 2026
Jan 1, 2026 – Mar 31, 2026	Apr 15, 2026
Apr 1, 2026 – Jun 30, 2026	Jul 15, 2026
Jul 1, 2026 – Sep 30, 2026	Oct 15, 2026
Oct 1, 2026 – Dec 31, 2026	Jan 15, 2027
Jan 1, 2027 – Mar 31, 2027	Apr 15, 2027
Apr 1, 2027 – Jun 30, 2027	Jul 15, 2027
Jul 1, 2027 – Sep 30, 2027	Oct 15, 2027
Oct 1, 2027 – Dec 31, 2027	Jan 15, 2028
Jan 1, 2028 – Mar 31, 2028	Apr 15, 2028
Apr 1, 2028 – Jun 30, 2028	Jul 15, 2028

Failure to submit invoices to TCD by the invoice due date may result in non-reimbursement to WSU for that invoice period.

TCD shall reimburse WSU within thirty (30) days of receipt of the invoice. For each invoice period, invoices must include:

- a. Total expenses
- b. Match documentation
- c. Activities accomplished

8. **ASSIGNMENT:** WSU may assign or subcontract any portion of the services requested pursuant to this Agreement so long as TCD gives prior written approval for such assignment or subcontract. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement.
9. **TERMINATION OF AGREEMENT:** Either party may terminate this agreement by giving thirty (30) calendar days written notice to the other party. Written notice by email is acceptable. Unused funds will be returned. Termination of APPENDIX A for non-compliance or any other reason will result in automatic termination of this agreement.
10. **SEVERABILITY:** Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or

unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provision.

11. ENTIRE AGREEMENT: This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to the Agreement shall be valid.

WSU

Dan Nordquist, Associate Vice President
Office of Research Support & Operations

Date

Thurston Conservation District

Sarah Moorehead, Executive Director

Date

Appendix A

WSU Extension Scope of Work 2021-2028 Contract

REPI Pilot Funding, 2021 - 2024

Outreach and Education

Deliverables

1. Assist with or conduct a minimum total of 5 agricultural site visits to provide direct technical assistance to private land managers within the Joint Base Lewis McChord Sentinel Landscape (Landscape) geography
2. Facilitate the development of a 3-year Communications Plan for the JBLM Sentinel Landscape Partnership (SLP)
3. Collaboratively develop SLP outreach infrastructure
 - a. Create SLP communications subcommittee to develop, review and approve communication products
 - b. Collaboratively develop standard operating procedures for intake of interested landowners with 'landing', 'informational', 'site visit', and 'hand-off' pathways
 - c. Develop a comprehensive list of landowner incentive programs within the Landscape d. Facilitate internal SLP communications to clarify mitigation banking roles and terms
 - e. Set up WSU web page to host Sentinel Landscape outreach materials in collaboration with TCD.
4. Conduct conservation outreach to land managers
 - a. Collaboratively develop and distribute Conservation Easement Basic Brochure
 - b. Collaboratively develop and distribute Farmers Protecting Grasslands (Easement Staircase) Brochure
 - c. Complete Conservation Grazing Factsheet
5. Report out on successful conservation achievements
 - a. Provide TCD with Data, metrics, and language include in regular grant reporting i. Document knowledge change of target audience through surveys
 - b. Share conservation successes with land managers within the Landscape
6. Work with TCD and Ecostudies Institute to create 6 conservation workshops annually including coordinating content, speakers, and securing sites
 - a. Take the lead on 2-3 workshops for landowners/operators
 - b. Turn past workshop "What is an easement" from 2020 into a recorded product
7. Conduct annual 12-week training courses for new farmers and offer 10 scholarships to military Veterans
 - a. Adapt state-wide Cultivating Success curriculum to include JBLM Sentinel Landscape specific topics
 - b. Offer accessory workshops to Cultivating Success students interested in Landscape incentive programs
8. Facilitate JBLM food buyers within local Food Hubs
 - a. Document opportunities and barriers
 - b. Coordinate implementation or future pathway if not possible at this time

9. Scope areas of coordination with existing JBLM farmers market program
 - a. Assess needs of farmers' market
 - b. Document potential solutions
10. Identify potential for JBLM to participate in WSDA farm-to-school program in collaboration with SWWA Food Hub
 - a. Establish contacts and begin conversation

Grazing

Deliverables

1. Assist with the facilitation of a regional Grazing Association (GA) including planning for 2 GA meetings
 - a. Jointly develop agenda and find speakers for GA meetings
 - b. Assist in outreach to potential GA members
 - c. Co-host GA meetings
2. Collaborate on the development of educational webinars and workshops
 - a. Research requested educational topics to ensure delivery of the most current knowledge and techniques
 - b. Recruit expert speakers
 - c. Lead outreach evaluations
 - i. Conduct pre- and post-outreach knowledge assessments and report on findings
 - d. Ensure grant-identified learning objectives are achieved
3. Provide technical review of example Conservation Grazing Plans
4. Assist with development of prairie-friendly agricultural labelling
 - a. Complete logistical tasks as assigned

REPI Challenge Funding, 2023-2028

Role

Support a 0.25 FTE scientist, a 0.15 technician, and supplies to support a practical interpretation and demonstration site for local farmers to achieve SLP goals.

Deliverables

1. Establish a practical interpretation and demonstration site for local farmers at the Violet Prairie site owned by Thurston County. Specifically, WSU will upgrade infrastructure to support conservation grazing practices and seeding efforts that will establish and support native prairie vegetation on working lands.



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title:		SFF Agroforestry & Hedgerows Addendum	
Lead Staff:		Nora Carman-White	Board Meeting Date: 08/29/23
Goal of Presentation:	<input checked="" type="checkbox"/> Decision	<input type="checkbox"/> Information	<input type="checkbox"/> Feedback
Description/Background:	<i>Please provide a description or background of the project.</i>		
<p>TCD staff applied for a Sustainable Farms and Fields grant to support technical assistance and education related to agroforestry practices and hedgerows. This application is in partnership with WSU Water Resources, WSU Forestry, and Native Plant Salvage Foundation. Primarily, we will produce two podcast episodes and up to 7 workshops that will be focused on these topics. A majority of the workshops will be held on-farm where these practices are being implemented and attendees will participate in the installation or maintenance of such projects while learning from experts and the producer.</p>			
Pros:		Cons:	
<p>Increased education on these topics for our community Technical and human-power assistance for four local producers implementing these practices Lasting educational resources created including podcast episodes and webinar recordings Stronger partnerships with co-applicants</p>		<p>None</p>	
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>			
\$52,789 in increased funding for this project - including a sub-award to Native Plant Salvage Foundation			
Recommended Action:		<i>What decision do you recommend the board make?</i>	
Approve			
Legal Review:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>			



Accounting

From: Accounting
Sent: August 21, 2023 10:29 AM
To: Accounting
Subject: RE: FORM 4: Addendum

Washington State Conservation Commission

FORM 4: ADDENDUM

Aug 17, 2023 11:29 AM

Conservation District: Thurston

GRANT PROGRAM: Sustainable Farms and Fields

Overhead Rate: 25%

Submitted By: Susan Shelton
Email: accounting@thurstoncd.com

Total Grant Award: 52798.00

Basic Allocation Award (if applicable):

Total to be obligated under this Addendum: 52798.00

Intermediate Outcome #1: 21134.00

Technical Assistance

Intermediate Outcome #2: 31664.00

Goods & Services

Intermediate Outcome #3:

Intermediate Outcome #4:

Intermediate Outcome #5:

Total of Intermediate Outcomes: 52798.00



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title:		TCD Surplus Policy	
Lead Staff:		Brigette Vaughan	Board Meeting Date: 08/29/23
Goal of Presentation:	<input checked="" type="checkbox"/> Decision	<input type="checkbox"/> Information	<input type="checkbox"/> Feedback
Description/Background:		<i>Please provide a description or background of the project.</i>	
<p>TCD does not have a surplus policy. With the Interim Office Move, TCD will need to surplus items. This new policy gives TCD staff the authority to surplus or dispose of assets that are no longer functioning or are surplus to the District's needs.</p>			
Pros:		Cons:	
TCD staff will have the authority to surplus or dispose of assets that are no longer functioning or are surplus to the District's needs.		As long as the policy is clear and accurate and staff understand and follow the policy correctly, there are no cons.	
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>			
Potential income generated from the sale of the surplus items. Potential costs to surplus items.			
Recommended Action:		<i>What decision do you recommend the board make?</i>	
Approve the new policy.			
Legal Review:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>			
TCD Surplus Policy- Draft for Board Approval			



Thurston Conservation District
TCD Policy 6.9.1: Disposition and Surplus of Assets Policy



Policy:

In accordance with the Office of the Washington State Auditor (SAO), Conservation Districts are given the authority to surplus or dispose of assets that are no longer functioning or are surplus to the District's needs. The authority to sell property is provided by 89.08.220 (5) RCW.

Capital Assets Criteria

Capital assets are classified as land, buildings, vehicles, machinery, and equipment, with an initial acquisition cost that is equal to or exceeds three thousand dollars (\$3,000.00).

Small & Attractive Assets Criteria

Small and attractive assets are classified as:

- Assets with an initial acquisition cost that is equal to or exceeds three hundred dollars \$300.00 and/or;
- Assets that are vulnerable to loss. This includes assets such as computers, cameras, tablets/iPads, portable and shared equipment, survey equipment, and rental equipment.

Procedures:

The following procedures must be followed to surplus or dispose of assets:

- The reason and method of disposal will be noted in the District's inventory records.
- The District will assign the fair market value of the item and note it in the District's inventory records. Please see the *Fair Market Value* section below.
- A cost/benefit assessment is conducted for surplus assets. The cost to surplus the asset will not exceed the value of the asset and the time required for staff to conduct the surplus.
- When the cost to surplus the asset exceeds the value of the asset, the asset can be donated, recycled, or thrown away.
- If the *Fair Market Value* of the asset exceeds \$50,000, the proposed sale shall be announced at a regular public meeting. After at least 25 days' public notice, the sale will be discussed and authorized at a special public meeting.
- All electronics that have contained Thurston Conservation District files are wiped clean prior to disposal.

- The Executive Director reviews and approves the non-capital assets surplus list, prior to disposal.
- After Executive Director review and approval, the Board of Supervisors approves surplus of capital assets, prior to disposal.
- For items purchased with WA State Conservation Commission funds (WSCC), please see the instructions in the section below called *Disposition and Surplus of Items Purchased with WSCC Funds*.
- For items purchased with other entity-contracted funds, the following methods will be followed when disposing of inventory items:
 - For assets purchased with federal grant funds, the District will utilize the Federal Common Rule for Property Management, which describes the procedure required for the disposal of assets purchased with federal grant funds, where applicable.
 - For assets purchased with other grant and/or other entity funds, the District will contact the grantor and/or the entity for guidance on the disposal of assets purchased with their funding, defaulting to TCD surplus procedures when necessary.

Surplus Methods

The District may surplus or dispose of items using the following methods:

Selling Items: Items with commercial value can generally be sold by any number of methods, such as online or in-person auctions, sealed bids, “for sale” ads, direct sale to an individual, trade-in, sold for scrap, or other methods.

Other Surplus Methods: Items with little or no monetary value - sometimes referred to “de minimis” items - can be disposed of as the agency sees fit. An example of a de minimis item includes obsolete or broken equipment. Such items can be destroyed, recycled, or thrown away as appropriate. Where possible, assets are recycled, rather than thrown away.

Donating items: In accordance with Article 8 Section 7 of the Washington State Constitution the district may only donate surplus property when the fair market value of the asset equals \$0 or when the cost to surplus the asset exceeds the value of the asset.ⁱ

Recipients of Surplused Assets

The District may surplus or dispose of items to individuals, for-profit and non-profit entities, and:

Other Government Entities: The conservation district may sell, transfer, exchange, lease or otherwise dispose of any assets to any municipality or any political subdivision (this includes

other conservation districts), or the federal government, on such terms and conditions as may be mutually agreed upon. This requires a written request from the entity acquiring the asset and a determination that doing so is in the public interest. The written request from the recipient public agency will specify the asset and the compensation to be transferred to the District. Compensation may be less than the fair market value and may take the form of monetary payment, services, materials, or other assets provided in exchange for the asset.

Department of Enterprise Services (DES): DES is equipped to handle a wide range of *good quality* surplus items including but not limited to vehicles, furniture, lab equipment, tools, industrial machines, and more. Items must be pre-approved/vetted by DES Surplus Operations. For items valued at less than \$500, the District may donate or transfer items to DES or recycle/dispose of items using DES state master contracts found on DES website. For items valued at more than \$500, DES uses the auction platform called GOVDEALS.com. DES creates all auctions and processes the payments and paperwork required. DES Surplus Operations retains the first \$500 or 9%, whichever is greater, of any single transaction.

Fair Market Value

Selling an asset for less than its fair market value may be a violation of the “gift of public funds clause” in the Washington State Constitution. There are a number of ways to determine the property’s estimated market value, including (but not limited to) reviewing recent sales of similar items, Kelley Blue Book values, or county assessment records; contacting the manufacturer; or conducting a real estate market analysis or appraisal. Generally speaking, the more valuable the property, the more formal the appraisal or valuation should be. When disposal is made to the general public through direct sale, sealed bid, or auction, the final determination of value will be the highest responsible bid or offer.

Conflicts of Interest

When obtaining appraisals and valuation services, public agencies should make sure they are receiving independent and impartial opinions on value. The value estimate should not be provided by an individual or entity that has expressed interest in purchasing the property, which could result in the agency receiving less than fair market value.

Agency officials who are involved in the decision to surplus the property or who are responsible for administering the sale (board members, executive director, or other administrative staff) may not purchase the surplus property due to conflict-of-interest concerns. This prohibition also applies to the spouse and dependent children of anyone prohibited from purchasing the property.

Disposition and Surplus of Items Purchased with WSCC Funds

For assets purchased with grant funds from the WA State Conservation Commission:

If the project has no further significant use for the property and the property had an acquisition cost of \$1,000 or less per unit (i.e. tools). It may be retained, sold, or otherwise disposed of, and have no further obligation to the WSCC.

If the project has no further significant use for the property and the property had an acquisition cost of over \$1,000 per unit, the WSCC will instruct disposal of the property. The District may be required to either:

- Pay the SCC an amount equal to the WSCC's share of the current market value or other price agreed upon by the WSCC.
- Sell the property and retain the proceeds from the sale for use in other activities administered through the WSCC.
- Transfer title to the WSCC, or to a third party named by the SCC that is allowable under existing statutes; or
- If the property has no further value, the district may utilize a recycling or surplus option such as the Department of Ecology's E-Cycle program or DES Surplus Disposal.

ⁱ Article 8 Section 7 of the Washington State Constitution states that "No county, city, town or other municipal corporation shall hereafter give any money, or property, or loan its money, or credit to or in aid of any individual, association, company or corporation, except for the necessary support of the poor and infirm..."



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title:		Eld Inlet Bulkhead Removal Design Contract Change	
Lead Staff:		Katrinka Hibler	Board Meeting Date: 08/29/23
Goal of Presentation:	<input checked="" type="checkbox"/> Decision	<input type="checkbox"/> Information	<input type="checkbox"/> Feedback
Description/Background:	<i>Please provide a description or background of the project.</i>		
<p>Coastal Geologic Services contracted with TCD earlier this year to provide a bulkhead removal design. They have made significant progress on their contract. The company is being acquired by Natural Systems Design on the 1st of September. They would like to transfer the contract to NSD for completion. The same engineer will complete the project.</p>			
Pros:		Cons:	
The same engineer and geologist will remain on the project. There will be no change to the contract terms other than the name of the company.		This takes administrative time.	
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>			
There is no change to the cost of the contract. It will take some administrative time.			
Recommended Action:		<i>What decision do you recommend the board make?</i>	
I recommend that the letter is signed			
Legal Review:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>			
Letter provided by CGS to transfer project to NSD. Original Contract			



August 16, 2023

VIA E-MAIL

Katrinka Hibler & TJ Johnson
Thurston Conservation District
2918 Ferguson St. Southwest, Suite A
Turnwater, WA 98512
Katrinka@thurstoncd.com

Re: Request for Approval to Assign Consultant Services Contract Contract No. 2022-12
(the "Contract")

Dear Ms. Hibler and TJ Johnson,

I hope this letter finds you well. Natural Systems Design, Inc. ("Natural Systems") is in the process of completing its acquisition of substantially all of the assets of Coastal Geologic Services, Inc. ("CGS") including the rights and obligations under the Contract. As part of this transaction, it is our intention to have certain contractual obligations and rights of CGS assigned to Natural Systems.

Specifically, this concerns the Consultant Services Contract dated March 6, 2023, under which CGS agreed to complete a bulkhead removal and restoration design that meets the project goals. As part of our acquisition, we aim to ensure a seamless transition of the rights and obligations from CGS under this agreement. Accordingly, we seek Thurston Conservation District's written consent, as required by Section 8 of the Contract, to assign the Contract to Natural Systems.

We respectfully ask for your timely consideration of this request as we aim to finalize the asset purchase transaction by September 1, 2023. Our intention is to ensure a smooth transition for all involved parties. Upon your approval, we will provide all necessary documentation to reflect the assignment of the Contract to Natural Systems.

Thank you for your attention to this matter. Please do not hesitate to reach out to my office directly should you have any questions or require any additional information.

With the acknowledgment of:

Coastal Geologic Services, Inc.

Jim Johannessen

By: James Johannessen

Its: President

I hereby approve the Assignment of the
Contract to Natural Systems Design, Inc.

By: _____
Its: _____



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title:	Meyer Phase 2 WFC Contract		
Lead Staff:	Mara Healy	Board Meeting Date:	08/29/23
Goal of Presentation:	<input checked="" type="checkbox"/> Decision	<input type="checkbox"/> Information	<input type="checkbox"/> Feedback
Description/Background:	<i>Please provide a description or background of the project.</i> This contract is a sub-contract between partner organization Wild Fish Conservancy, and TCD, for the second phase of restoration work at the Meyer Farm. It funds important work such as riparian and wetland restoration, livestock exclusion fencing, and provides match for further farm BMPs. The original grant, awarded to WFC, is funded through the WRIA 13 SRFB and administered through RCO.		
Pros: Facilitates important priority restoration actions on a working farm.	Cons: No overhead for this grant.		
Fiscal Impacts: <i>Please describe the costs associated with this action.</i> Financial team administration costs.			
Recommended Action:	<i>What decision do you recommend the board make?</i> Approve.		
Legal Review:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i> Sub-contract document.			



SUBCONTRACT

BETWEEN WILD FISH CONSERVANCY and THURSTON CONSERVATION DISTRICT

THIS SUBCONTRACT is entered into between WILD FISH CONSERVANCY, a Washington non-profit corporation ("WFC"), and THURSTON CONSERVATION DISTRICT. (TCD, "Subcontractor"), with reference to the following facts:

A. WFC supports educational programs, scientific research, and various projects to preserve, protect and restore wild fish populations in Washington State and the habitat which supports them.

B. In furtherance of WFC's basic purposes, WFC has entered into a contract with the State of Washington to perform work on a project or other undertaking, and WFC desires to engage the services of Subcontractor with respect to portions of that project or other undertaking for which Subcontractor's services and/or materials appear useful.

C. Subcontractor possesses the requisite skill, care, knowledge and, if necessary, any licenses or permits required to supply the services and/or materials for use by WFC in performance of its obligations under its contract with the State of Washington, and desires to undertake performance of those portions of the project or undertaking hereinafter described, under the terms and conditions contained in this Subcontract.

NOW, THEREFORE, IT IS AGREED, in consideration of the foregoing premises, and of the several covenants and conditions hereinafter provided, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, as follows:

1. **Description of Project and Scope of Work.** The project or other undertaking for which the services and/or materials of Subcontractor are to be supplied under this Subcontract, which shall hereinafter be referred to as the "Project", along with a description of the services and/or materials to be supplied by Subcontractor to WFC under this Subcontract, which are hereinafter referred to as the "Work", and any matters or things constituting "Deliverables" under this Subcontract, are specified on the attached Exhibit A, the terms of which are incorporated herein by this reference.

2. **Master Contract.** It is understood and agreed that the items of Work described in Exhibit A to this Subcontract constitute portions of the deliverables due under WFC's agreement with RCO [22-1162, Deschutes Tributary Final Design and Implementation] which will be referred to in this Addendum as the Master Contract. Subcontractor maintains a copy of the Master Contract.

3. **Intended Beneficiary.** It is understood and agreed that Subcontractor's performance under this Subcontract is intended to benefit the State of Washington as well as WFC. Review of Subcontractor's performance of the Work, along with the Final Payment due to the Subcontractor under this Subcontract may be subject to the reasonable approval of the State.

4. **Deliverables under Master Contract.** Any specific items of Work, including without limitation any manuscripts, publications, analyses, surveys, maps, drawings, photographs, or other products or things to be created or supplied for delivery to WFC and the State by Subcontractor under the terms of this Subcontract, shall constitute "Deliverables". No work above and beyond that required to generate the Deliverables described in the Scope of Work attached as Exhibit A to this Subcontract shall be performed by Subcontractor unless requested in writing by WFC.

5. **Performance Standards.** Subcontractor shall create its Deliverables and perform any other Work required under this Subcontract in a good and workmanlike manner, in accordance with the terms of the

Master Contract.

6. **Term and Timeline.** The Term of this Subcontract, including a Timeline for commencement and completion of the Work, shall be as specified on the attached Exhibit B, the terms of which are incorporated herein by this reference. Unless otherwise specified herein, time shall be of the essence with respect to Subcontractor's performance under the Timeline. Subcontractor hereby confirms that the time for performance established in the Timeline represents a reasonable time for performance of the Work. If the Subcontractor is delayed at any time in progress of the Work by an act or neglect of the WFC, or by changes in the Work ordered by WFC, or by unavoidable casualties or other causes beyond the Subcontractor's control, then the time for completion of the Work may be extended for a reasonable period of time.

7. **Compensation** As consideration for the Work to be performed by Subcontractor under this Subcontract, Subcontractor shall be compensated in the manner described on the attached Exhibit C, the terms of which are incorporated herein by this reference. Unless otherwise provided in Exhibit C, WFC shall make any progress payment to which Subcontractor shall be entitled under this Subcontract, within thirty (30) days of receipt by WFC of Subcontractor's application for payment. Invoices shall detail task-specific expenses incurred by Subcontractor, including hours, rates, and other expenses. Receipts for project-related materials and supplies shall be provided by Subcontractor to WFC upon request. Invoices, receipts, and/or billing questions may be submitted via email to Wild Fish Conservancy's book keeper, Tina Green: tina@wildfishconservancy.org. The Final Payment to Subcontractor, consisting of the unpaid balance owing to Subcontractor upon completion of the Work, shall be due within thirty (30) days following completion of the Work, net of any offsets or adjustments to which WFC may be entitled.

8. **Payment Delays Caused by Late Payment by State under Master Contract.** In the event that any payment owing by WFC to Subcontractor under this Subcontract is delayed as a result of a delay by the State in paying WFC for work performed under the Master Contract, WFC shall not be in breach of this Subcontract and interest shall not accrue. Notwithstanding the foregoing, WFC shall timely submit reimbursement requests to the State under the Master Contract, and WFC shall use its best efforts to obtain prompt payments from the State for work performed under the Master Contract.

9. **Non-Availability of Funds.** Under Section D of Termination and Suspension in the Master Contract, the State may cancel the Master Contract, or portions thereof, in the event that the Legislature fails to appropriate sufficient funds. WFC shall not be in breach of this Subcontract in the event that the State cancels the Master Contract. Notwithstanding the foregoing, Subcontractor shall be entitled to compensation for work actually performed prior to termination, in accordance with the provisions of the Master Contract.

10. **Maintenance and Retention of Auditable Records.** Subcontractor shall maintain auditable records during the Term of this Subcontract and for a period of at least seven (7) years after RCO closes the project. Subcontractor shall adhere to a systematic accounting method which will assure the timely and appropriate resolution of audit findings and recommendations. Subject to the provisions of applicable law, Subcontractor shall permit WFC and the State of Washington, or any of their duly authorized representatives, to have access to any books and records of Subcontractor which are directly related to the subject matter of this Subcontract and the performance obligations contained herein, for the purpose of making an audit.

11. **Insurance and Indemnity.**

(a) **Insurance.** Subcontractor shall, at its expense, obtain and keep in force during the term of this Subcontract a Commercial General Liability Insurance policy (occurrence form) including Contractual Liability, Products, Completed Operations, Bodily Injury and Broad Form Property Damage. Such insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) Combined Single

Limit. Subcontractor shall also maintain Comprehensive Automobile Liability insurance covering owned, hired, and non-owned vehicles with combined single limit of not less than \$250,000. Subcontractor shall also maintain Workers' Compensation or Industrial Accident insurance as required by law. Subcontractor shall upon request deliver to WFC and the State certificates of insurance evidencing the existence and amounts of such insurance, naming WFC, the State, and their respective successors and assigns as additional insureds. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to WFC and the State.

(b) **Indemnity.** Subcontractor shall indemnify and hold harmless WFC and the State from and against any and all claims arising from any activity, work or things done, permitted or suffered by Subcontractor in or about the Project Site in the course of performing the Work and shall further indemnify and hold harmless the State from and against any and all claims arising from any breach or default in the performance of any obligation on Subcontractor's part to be performed under the terms of this Subcontract, or arising from any act or omission of Subcontractor, or any of Subcontractor's agents, Subcontractors, or employees, and from and against all costs, attorney's fees, expenses and liability incurred in the defense of any such claim or any action or proceeding brought thereon. Subcontractor hereby assumes all risk of damage to property of Subcontractor or injury to persons, in, upon, or about the Project site arising from any cause other than the sole negligence of the State or WFC.

12. **Policy of Nondiscrimination.** During the performance of the Work under this Subcontract, WFC and Subcontractor agree to comply with all federal and state nondiscrimination laws, regulations and policies, as set forth in the Master Contract, and as such laws, regulations and policies may be modified and/or construed during the parties' performance under this Subcontract.

13. **Default, Remedies.**

(a) **Default.** The failure of either The State or Subcontractor to perform under this Subcontract according to its terms shall constitute a default.

(b) **Remedies.** If either WFC or Subcontractor defaults, the non-defaulting party may seek specific performance or damages. If a suit, action, or other proceeding of any nature whatsoever (including any proceedings under the U.S. Bankruptcy code) is instituted in connection with any controversy arising out of this Subcontract or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover interest on any sums due and owing under this Subcontract, along with its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

14. **General Provisions.**

(a) **Binding Effect.** The provisions of this Subcontract shall be binding upon and inure to the benefit of the parties hereto and the respective successors and permitted assignees of the parties.

(b) **Assignment.** WFC has specially selected Subcontractor for the Work to be performed hereunder, and unless otherwise indicated in the Scope of Work provided in this Subcontract, Subcontractor shall not be permitted to assign or subcontract its obligations hereunder without the consent of WFC, which shall not be unreasonably withheld.

(c) **Amendment.** This Subcontract may not be modified or amended except by the written agreement of the parties.

(d) **Severability.** If any term or provision of this Subcontract or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Subcontract and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Subcontract shall be valid and enforceable to the fullest extent permitted by law.

(e) **Recitals.** Irrespective of any rules of construction or other precedent to the contrary, the contents of the Recitals contained in the paragraphs identified with capital letters on the first page of this Subcontract shall constitute warranties and / or covenants of the parties.

(f) **Governing Law - Venue.** This Subcontract shall be governed by and construed in accordance with the laws of the State of Washington. Venue of any action arising under this Subcontract shall be in the Superior Court of King County, Washington.

(g) **Facsimile Transmission.** Facsimile transmission of any signed original document, including any notice to be provided hereunder, and retransmission of any signed facsimile transmission, shall be deemed the equivalent of transmission of an original.

(h) **Counterparts.** This Subcontract may consist of two or more separately ratified counterparts, each of which shall constitute a duplicate original of this Subcontract.

(i) **Notices- Delivery.** Notices or other deliveries required under this Subcontract shall be in writing and shall be effective when actually hand delivered or three (3) business days after being deposited in the United States mails, certified, return receipt requested, directed to the other party at the address set forth below, or to such other address as the party may indicate by written notice to the other party.

IN WITNESS WHEREOF, the parties have signed this Addendum, intending to be bound thereby.

WILD FISH CONSERVANCY

THURSTON CONSERVATION DISTRICT:

By: _____

By: _____

EMMA HELVERSON, Its Executive Director

Date: _____, 2023__

Date: _____, 2023__

EXHIBIT A

Description of Project, Scope of Work, Deliverables

Project title: Deschutes Tributary Restoration Planning

Project background: This project will implement a comprehensive range of fish habitat protection and restoration actions developed through the team's recently concluded SRFB-funded design project. Meyer Creek is a unique spring-fed wetland and stream complex that enters the Deschutes River at RM 38.5. This 22-acre tributary property belongs to the Meyer family, which is committed to implement protection and restoration actions that improve stream and wetland habitat quality while enabling them to continue farming their land. Restoration actions include removing three failing culverts, livestock exclusion fencing to protect streams and wetlands, instream LWD placement, invasive plant removal, riparian and wetland restoration, and implementing farm BMPs to protect the stream and associated wetlands. Match for farm-related treatments will be sought through the WA Conservation Commission. To keep costs low, the Veterans Conservation Corps will be used to the extent possible. This project represents a unique partnership and opportunity for fish habitat protection, restoration, and farm sustainability; it will serve as a model for future fish + farm habitat project opportunities in WRIA 13.

Tasks, Deliverables, and Schedules

Task 1: Remove and dispose of 3 culverts and associated fill. Includes permitting, engineering, fish exclusion, construction oversight.

Responsible party: WFC, with contractor

Deliverables: Documentation of disposal of three culverts and associated fill.

Schedule: Summer 2023.

Task 2: Bioengineering (channel/bank)

Responsible party: WFC, with contractor

Deliverables: Documentation of bank / channel restoration at culvert locations

Schedule: Summer 2023.

Task 3: Purchase and install LWD

Responsible party: WFC, with contractor

Deliverables: Documentation of six or more logs placed in project reach.

Schedule: Summer 2023.

Task 4: Riparian / Wetland Planting

Responsible party: TCD

Deliverables: Documentation of riparian planting as described in the SRFB project application.

Schedule: Fall / Winter / Spring 2023 - 2025

Task 5: Invasive Plant Control

Responsible party: TCD

Deliverables: Documentation of invasive plant control as described in the SRFB project application.

Schedule: Winter 2023 - Summer 2025.

Task 6: Riparian Exclusion Fencing

Responsible party: TCD

Deliverables: Documentation of riparian exclusion fencing as described in the SRFB project application.

Schedule: Winter 2023 - Summer 2024.

Task 7: Farm BMP Infrastructure – cross-fencing, water source, winter stock confinement, as described in the SRFB project application.

Responsible party: TCD

Deliverables: Documentation of invasive plant control as described in the SRFB project application.

Schedule: Summer 2023 - Summer 2025.

EXHIBIT B

Term & Timeline

1. **Commencement Date.** Subcontractor shall commence Work under this Agreement on or before January 1, 2023.

2. **Completion Date.** Subcontractor shall complete all Work under this Agreement on or before September 1, 2025.

3. **Timeline.** If the Work under this Agreement is to be performed in stages, the various stages of Work, and their time for commencement and completion, are as specified below:
See Tasks, Deliverables, and Schedules in Exhibit A.

EXHIBIT C

Compensation Schedule

For the Work performed under this Agreement, the Subcontractor shall submit invoices to WFC at a quarterly frequency. Subcontractor shall be paid for their contributions, including personnel costs, eligible travel expenses, and indirect costs, toward completion of the Tasks, Deliverables, and Schedules identified in Exhibit A.

	Budget	WFC	TCD	Contractor	TCD Match	Total
Remove and dispose of 3 culverts and assoc. fill*	\$38,000.00	21000	0	17000	0	38000
Bioengineering (channel / bank)	\$6,000.00	4000	0	2000	0	6000
Purchase and install LWD	\$8,000.00	2000	0	6000	0	8000
Riparian / Wetland Planting	\$42,716.00	1000	33,116	0	\$ 8,600.00	42716
Invasive plant control	\$26,755.00	1000	15,955	0	\$ 9,800.00	26755
Riparian exclusion fencing (and cross fencing)	\$68,574.00	1000	57474	0	\$ 10,100.00	68574
Farm BMP infrastructure to protect stream - heavy use area, stock watering, waste storage	\$0.00	0	0	0	\$ -	0
Total	\$190,045.00	\$30,000.00	\$106,545.00	\$25,000.00	\$28,500.00	\$190,045.00
RCO (SRFB + PSAR)	\$161,545.00	\$161,545.00	note: \$145,600 avail now, PSAR to come in July 2023			
Conservation Commission (pending)	\$28,500.00	\$28,500.00				
	\$190,045.00					
WFC permitting, engineering, fish exclusion, construction oversight						

If necessary TCD may, by email to the WFC project manager, request to shift funds between any task line items without changing the total project budget.

In-kind Match

TCD will provide documentation of at least \$28,500 in WSCC salmon recovery or VSP funds spent on restoration at the site. This funding is available to be used as match.

Item

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WACD-NACD Update for August 22, 2023

Thurston Conservation District Board Meeting

WACD – Washington Association of Conservation Districts

- At our 6/19/23 meeting we approved an annual work plan and a budget
- WACD annual meeting planning initiated for November 27-30, 2023 in Wenatchee.
- **Plant Materials Center Sets Plant Sales Records**
2023 Plant sales = \$1,744,071 (as of 5/31/23; 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. She started August 1. Her focus is expanding WACD capacity, better responding to 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. Her email - hwendt@wadistricts.org.
- Next scheduled [WACD Board Meeting](#) – September 18, 2023.
- **WACD Area Meeting** dates are set by the hosting districts. Watch for announcements [here](#).

NACD – National Association of Conservation Districts

- **New NACD Staff** - Marquita Hall as our new Southeast Region Representative who comes with extensive non-profit experience in Alabama. She has served as founder and CEO of Shine E Solar and Executive Director of the Foundation for Inner-City Enrichment. She is a NACD Soil Health Champion and was a district official in the Jefferson County SWCD (AL). Her email is marquita-hall@nacdnet.org.
- **NACD Releases Study Showing Positive Economic Impact of Soil Health Management Systems**
NACD shares a multi-year collaboration with the Soil Health Institute (SHI) and NRCS, highlighting the positive impacts of improving soil health on farm profitability and resilience. Key findings include an average increase in net farm income of \$65/acre. Participating farmers also reported additional benefits, such as reduced erosion and soil compaction, improved access to fields in wet years, and increased resilience to extreme weather events. For more information about the economic case studies, including videos, producer narratives and fact sheets, please visit [NACD's website](#).

Upcoming meetings

February 10-14, 2024	NACD 2024 Annual Meeting in San Diego
August 10-14, 2024	NACD 2024 Summer Meeting in Boston
February 8-12, 2025	NACD 2025 Annual Meeting in Salt Lake City (tentative)
February 14-19, 2025	NACD 2026 Annual Meeting in San Antonio

Submitted by Doug Rushton, WACD national director, NACD board member.
Information current as of 8/15/23.

E:\Thurston CD\2023\Board Meetings & Work Session\8-22-23 TCD Work Session & Board Meeting\8-22-24 WACD-NACD update for Thurston CD Board Meeting.docx

Item

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

September 26, 2023, 5:00 pm -7:20 pm

Zoom Meeting Link:

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

Passcode: 2918

Meeting ID: 916 5857 7844

Call in: 1-253-215-8782

Work Session Topic List

5:00 pm – 6:00 pm

1. Topic List Review, *All*
2. Staff Presentation: Teens in Thurston Program Updates and Successes, *Sam Nadell*
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)*

Board Meeting

6:30 pm – 7:30 pm

- | | |
|--|----------------------|
| 1. Welcome, Introductions, Audio Recording Announcement | 6:30 PM
5 minutes |
| 2. Agenda Review | 6:35 PM
5 minutes |
| 3. Consent Agenda – <i>Action Item</i> | 6:40 PM |
| A. August 22, 2023, Board Work Session & Meeting Minutes | 5 minutes |
| B. September 2023 Financial Report | |
| 4. Public Comment | 6:45 PM |
| *Three minutes per person | 10 minutes |
| 5. Partner Reports (<i>if present</i>) | 6:55 PM |
| A. Natural Resources Conservation Service (NRCS), <i>TBD</i> | 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. October 24, 2023, Work Session Topic List & Meeting Agenda Development

10 minutes

Adjourn

7:20 PM

Informational Only Items:

- I. *Executive Director's Report*

Important Dates

September 2023

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

November 2023

Thanksgiving, TCD Office Closed

November 23

Native American Heritage Day, TCD Office Closed

November 24

WACD Annual Conference & Board Meeting, Wenatchee, WA

November 27-29

TCD Board Work Session & Meeting 5:00 -7:30 pm In-person and Virtual (Zoom)

November 28

WSCC Meeting, Wenatchee, WA

November 30

NACD Annual Meeting, San Diego CA

February 10-14

NACD Summer Meeting, Boston, MA

August 10-14

Informational Items

August 29, 2023

Priority Initiative Updates

Zangle Cover Bulkhead Removal Project Progresses

Construction began the week of 7/17/2023 to remove ~160 linear feet of failing bulkhead in Zangle Cove, located near Boston Harbor. This project will restore over 400 linear feet of natural marine shoreline in the Henderson Inlet watershed. The removal of the bulkhead and placement of beach nourishment sediment occurred in about one week. Vegetation management at the site will continue for another year. This project involved 3 years of planning, design, and coordination and we are excited to share this progress update!



Karin Strelhoff, TCD Conservation Programs Manager, led a tour of 11 partners and funders on a kayak tour to see the project site before construction started. The group included Shore Friendly program partners and funders, including the recent director of the Estuary and Salmon Recovery Program (ESRP), several current staff from the ESRP program including the WDFW Puget Sound Partnership policy liaison and the WDFW Nearshore Science Director; WA Dept of Ecology Marine Shoreline programs staff, WA Sea Grant shorelines program coordinator, the Pierce Conservation District Shore Friendly program coordinator, among others.

Most of the work took place from the barge, where it was beached so that the excavator could work from ramps attached to the barge, minimizing impacts to the delicate beach. Drone video footage of pre-restoration conditions, the restoration process, and post-restoration conditions were recorded and will be edited together for a future video presentation to the Board, among use in TCD-owned media outlets.

Save-The-Date: Fall Legislative Tours!

Save-the-Date invitations will be sent this week to tour invitees for TCD's fall legislative tours. (Board members received calendar invitations already). TCD will host two tours, focusing each on smaller geographic areas within Thurston County to allow for targeted time to be spent within each legislative and congressional district. Further details and itineraries to follow in September.

Dates: October 11th & 18th

Recap Meeting with Congresswoman Marilyn Strickland's Office

Representatives from TCD's Board and Staff met with Peter Ramaley of Congresswoman Strickland's office on August 2nd. Highlights from this meeting include interest in funding for impactful projects, such as the CEC and others through congressionally directed spending, and support for small businesses, including farm businesses!

There is great support for streamlining and simplifying federal funding programs, and interest in CREP and REAP funding opportunities in Puget Sound. In addition, Congresswoman Strickland was among those who proposed the Office of Small Farms Establishment Act, to focus on supporting farmers and ranchers to apply for and use federal funding programs. TCD also suggested routine audits of programs to ensure efficiencies and accessibility.

Fall Festivities: Upcoming Events



There's still time to order!

TCD's Native Bulb and Seed Sale is a pre-order-only sale, available for pickup at TCD's Annual Harvest Festival. Don't forget to snag a commemorative Harvest Festival mug or cider growler!

Order here, by Sept. 15th: store.thurstoncd.com

TCD's 2nd Annual Harvest Festival is just around the corner on October 7th! Join TCD as we celebrate community and conservation!

Enjoy workshops and hands-on demonstrations, bring your own apples for cider pressing, learn up close about our farm rental equipment, or enter our pie-baking competition for all ages!



District Operations

July 25, 2023 Board Meeting Action Items

- No Action Items to report on.

TCD Welcomes New Staff!

TCD is pleased to welcome new staff members Tina Wagner and Patrick (Pat) Oelschlager!

Tina Wagner joined TCD as the new **Community Agriculture Programs Coordinator!**

Tina is a western Washington native, where she first received a BA in Slavic Language and Literature (Russian) from Duke University and became an Air Force Intelligence Officer.

After separating from the USAF, she moved with family to Abilene, TX, for two years before settling in Olympia. Tina spent 20 years volunteering in many capacities in the Olympia School District, as a Thurston County Master Gardener, with the Washington Center for Performing Arts, and other organizations, in addition to working as a preschool teacher and educational consultant. She began volunteering with Thurston Conservation District as a Soil Health Intern in January 2022 and became the Veteran's Conservation Corps Education and Outreach Intern in July 2022. She earned her Master of Environmental Studies from The Evergreen State College in June 2023, completing her thesis project on the Influences on Soil Organic Carbon In Southwest Washington Pasturelands. Tina coordinates the South Sound FarmLink Program, along with supporting the development of community gardens and educational opportunities for gardeners and farmers alike!

Pat Oelschlager will join our farm team in September as a **Natural Resources Specialist**, coming to us from West Lafayette, Indiana! Pat received his BA in Environmental Science from Juniata College in Pennsylvania before he completed his MS in Landscape Systems and Design from Purdue University College of Agriculture. He focused his graduate work on modeling and designing nonlinear precision field-edge buffers to capture soil and agrichemicals lost through erosion, then working hand-in-hand with land managers to implement these buffers, blending their unique goals and site conditions. Pat blends practical knowledge of working agriculture and machinery with his passion for educating the community and developing landscape-scale restoration strategies. Pat will support our community with technical assistance, project development, and serve as the lead for our small farm equipment rental program!

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.