



## BOARD MEETING ITEM SUMMARY SHEET

<b>Agenda Item Title:</b>	Mason Conservation District: Shore Friendly Vendor Agreement		
<b>Lead Staff:</b>	Karin Strelloff	<b>Board Meeting Date:</b>	09/24/25
<b>Goal of Presentation:</b>	<input checked="" type="checkbox"/> <b>Decision</b>	<input type="checkbox"/> <b>Information</b>	<input type="checkbox"/> <b>Feedback</b>
<b>Description/Background:</b>	<i>Please provide a description or background of the project.</i>		
<p>This vendor agreement defines the budget and SOW for Mason Conservation District under the Shore Friendly South Sound Collaborative, a project that is designed to continue for six years, from July 2025-June 2031 (ongoing funding dependent).</p> <p>Project Summary:          The Shore Friendly South Sound collaborative is a Conservation District-based collaboration that connects residential marine shoreline homeowners with Shore Friendly resources and professional technical guidance in Pierce, Thurston, and Mason Counties. Each conservation district hosts a separate local Shore Friendly program which provides customized technical assistance and financial incentives to its county's shoreline homeowners. This technical assistance aims to help residential communities shift shoreline management behavior away from armor and towards stewardship. Local staff in each Conservation District work with homeowners to avoid new armor; remove existing armor; choose soft shore alternatives where feasible; and improve nearshore stewardship.</p> <p>TCD serves as the project sponsor and coordinates the partners.</p>			
<b>Pros:</b>	<b>Cons:</b>		
This agreement provides funding for Mason Conservation District to ensure continued work under the Shore Friendly Pierce program, which is a key component of the South Sound Shore Friendly Collaborative project.	n/a		
<b>Fiscal Impacts:</b> <i>Please describe the costs associated with this action.</i>			
<p>\$624,702 of funds are allocated to Mason CD.</p> <p>The Shore Friendly South Sound project has an overall budget of \$2,051,187 supporting the SFSS collaborative. The funds are apportioned as follows:</p> <p>TCD: \$740,865          PCD: \$685,621          MCD: \$624,702</p>			
<b>Recommended Action:</b>	<i>What decision do you recommend the board make?</i>		
Approve			
<b>Legal Review:</b>	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>Not Required</b>
<b>Supporting Documents:</b> <i>Please list below <b>and</b> attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>			
Statement of Work for Mason Conservation District, as a funded partner of the Shore Friendly South Sound Collaborative.			





**Project: Shore Friendly South Sound Collaborative (2025-2031)**  
*(Professional Services Agreement, in support of PRISM Project #24-1207)*

**PARTNERS**

**Thurston Conservation District:**

Project Manager: Karin Strelloff, [karin@thurstoncd.com](mailto:karin@thurstoncd.com), (360) 972-4565

**Mason Conservation District:**

Project Manager: Dakota Oliver, [doliver@masoncd.org](mailto:doliver@masoncd.org), (360) 968-0743

**PROJECT BACKGROUND**

This Agreement is made and entered by and between Thurston Conservation District (TCD) and Mason Conservation District (MCD) for the purpose of establishing the roles and responsibilities of TCD and MCD as partners implementing the “Shore Friendly South Sound Collaborative” project, funded by the Estuary and Salmon Recovery Program and the WA State Climate Commitment Act, and managed under Recreation and Conservation Office PRISM# 24-1207 for the duration of the funding. This project is scheduled from July 1, 2025 to June 30, 2031, as more fully described herein. Thurston Conservation District is the project Sponsor on the RCO Project Agreement for the Shore Friendly South Sound Collaborative (2025- 2031).

The authority for this agreement is granted in the Memorandum of Understanding between TCD and MCD dated September 2025 as well as in Section 2 ("Cooperative Efforts") of the Puget Sound Conservation Districts' Interlocal Agreement, effective August 1, 2012.

**FUNDING**

Shore Friendly South Sound Collaborative is awarded funding through the Estuary and Salmon Restoration Program (ESRP) by 1) the Washington State Legislature’s 2024 Supplemental Capital Budget - LEAP Capital Document No. RCO-4-2024, funded through the Climate Commitment Act (CCA)

<https://fiscal.wa.gov/statebudgets/2024proposals/Documents/cc/LEAPDocRCO-4-2024ESRP.pdf> , and 2) funding from the Washington State Legislature’s 2025-2027 Capital Budget – LEAP Capital Document No. RCO-7-2025

<https://fiscal.wa.gov/statebudgets/2025proposals/Documents/cc/RCO-7-2025.pdf>. ESRP funding may only be used for eligible capital expenses outlined in the RCO Grant Manual 29. This project is managed under the Recreation and Conservation Office (RCO) as PRISM Project # 24-1207.

The Shore Friendly Program is designed to run for a 6-year period, from July 1, 2025 to June 30,

## Shore Friendly South Sound (SFSS) Collaborative 2025-2031

### Statement of Work - Mason Conservation District

Agreement Number: 2025-20



2031. ESRP funding awards cover two-year project periods and there is no guarantee of future funding. CCA funding awards have separate timelines. Should additional funding be awarded for future biennia, this agreement will be amended to include those awards and associated deliverables.

### PHASE 1 AWARD

Funding for the SFSS Collaborative totals \$2,051,188.00 and consists of combined funds from ESRP (\$1,475,001 for July 1, 2025-June 30, 2027) and CCA (\$576,187 for 7/1/2025-6/30/2029). Funds are apportioned as follows:

- **Pierce Conservation District - \$685,621**
  - ESRP: \$464,600 (FY25-27)
  - CCA: \$221,021 (FY25-29)
- **Mason Conservation District - \$624,702**
  - ESRP: \$463,400 (FY25-27)
  - CCA: \$161,302 (FY25-29)
- **Thurston Conservation District - \$740,865**
  - ESRP: \$547,001 (FY25-27)
  - CCA: \$193,864 (FY25-29)

### PROJECT TIMELINE

Work will be executed as follows:

- ESRP funds will be spent between July 1, 2025 and June 30, 2025.
- CCA funds will be spent between July 1, 2025 and June 30, 2029. One-half (50%) of awarded CCA funds must be expended by June 30, 2027; unspent funds from the first half of the award will be returned.

### STATEMENT OF WORK

The Statement of Work (SOW) in the RCO Project Agreement for the Shore Friendly South Sound Collaborative (2025-2031) represents collaboration between Pierce Conservation District, Thurston Conservation District, and Mason Conservation District. The Tasks and Deliverables described therein are the responsibility of the three districts to complete collectively.

Thurston Conservation District will coordinate implementation of this project. All work performed under this Amendment must comply with Thurston Conservation District's standard Personal Services Contract Terms and Conditions (Appendix A) as well as all Terms and Conditions of the ESRP Grant Contract (Appendix B).



## PROJECT DELIVERABLES

Deliverables will be divided as follows:

<b>Task 1</b> <i>Administration</i>	<b>8 quarterly progress reports, at least 8 quarterly billings, attendance at up to 24 regional Shore Friendly Leads meetings, 2 sets of biennial budget request forms, 3 biennial summary reports, 1 PRISM final report</b>
<i>TCD</i>	<i>Project management, billing coordination, and data submission in PRISM. Timely submission of invoices, data for all reports and budget requests; meeting attendance.</i>
<i>MCD</i>	<i>Timely submission of invoices, data for all reports and budget requests; meeting attendance.</i>
<i>PCD</i>	<i>Timely submission of invoices, data for all reports and budget requests; meeting attendance.</i>
<b>Task 2</b> <i>Targeted Landowner Recruitment (&lt; 15% total budget)</i>	<b>ESRP:</b> <b>9 targeted recruitment workshops (123 participants)</b> <b>5 targeted recruitment mailings (1100 parcels)</b> <b>1 story map - Promotion of finished demonstration sites to incentivize new recruits</b> <b>CCA:</b> <b>5 additional landowner recruitment workshops (60 participants)</b> <b>4 additional rounds of landowner recruitment mailers (800 parcels/landowners)</b>
<i>TCD</i>	<i>ESRP: 3 workshops, 1 mailing, 1 story map. CCA: 1 workshop, 3 mailings.</i>
<i>MCD</i>	<i>ESRP: 4 workshops, 4 mailings. CCA: 3 workshops.</i>
<i>PCD</i>	<i>ESRP: 2 workshops. CCA: 1 workshop, 1 mailing.</i>
<b>Task 3</b> <i>Site Visits</i>	<b>ESRP: Complete 130 initial site visits and 48 follow-up site visits.</b> <b>CCA: Complete 20 additional initial site visits and 10 additional follow-up site visits.</b>
<i>TCD</i>	<i>ESRP: 3a) 50 site visits and 3b) 20 follow-up site visits CCA: 3a) 8 additional site visits and 3b) 3-4 follow-site visits</i>
<i>MCD</i>	<i>3a) ESRP: 40 site visits and 3b) 20 follow-up site visits. CCA: 3a) 7 additional site visits and 3b) 3-4 follow-site visits</i>
<i>PCD</i>	<i>3a) ESRP: 40 site visits and 8 follow-up site visits. CCA: 3a) 5 additional site visits and 3b) 3-4 follow-site visits</i>
<b>Task 4</b> <i>Feasibility &amp; Design</i>	<b>ESRP:</b> <b>Identify 4-5 potential armor removal projects</b> <b>Complete 5 feasibility studies/conceptual designs</b> <b>Complete 5 preliminary designs</b> <b>Complete 2 final designs</b> <b>CCA:</b> <b>Project development for 3 additional armor removal projects</b>
<i>TCD</i>	<i>ESRP: Identify 2+ projects, complete 2 feasibility studies/conceptual designs, 1+ preliminary design, up to 1 final design. CCA: 1 feasibility study/ conceptual design, 1 preliminary design</i>
<i>MCD</i>	<i>ESRP: Identify 2+ projects, complete 2 feasibility studies/conceptual designs, 1+ preliminary design, up to 1 final design. CCA: 1 feasibility study/ conceptual design, 1 preliminary design</i>



**Shore Friendly South Sound (SFSS) Collaborative 2025-2031**  
**Statement of Work - Mason Conservation District**  
 Agreement Number: 2025-20



<i>PCD</i>	<i>ESRP: Identify 2+ projects, complete 2 feasibility studies/conceptual designs, 1+ preliminary design, up to 1 final design. CCA: 1 feasibility study/ conceptual design, 1 preliminary design</i>
<b>Task 5</b> Permitting Assistance	<b>Permitting assistance for 5 armor removal projects</b>
<i>TCD</i>	<i>ESRP: Permit assistance to 2+ projects / CCA: n/a</i>
<i>MCD</i>	<i>ESRP: Permit assistance to 2+ projects / CCA: n/a</i>
<i>PCD</i>	<i>ESRP: Permit assistance to 2+ projects / CCA: n/a</i>
<b>Task 6</b>	<i>Capture project implementation data across multiple funding sources for projects identified and developed under the Shore Friendly program.</i>
<i>TCD</i>	<i>Track and report data for projects implemented with other sources of funding / CCA: n/a</i>
<i>MCD</i>	<i>Track and report data for projects implemented with other sources of funding / CCA: n/a</i>
<i>PCD</i>	<i>Track and report data for projects implemented with other sources of funding / CCA: n/a</i>

## CULTURAL RESOURCES

Conservation District partners will complete required cultural resources review processes prior to any ground-disturbing activities. Cultural resources processes must be consistent with WSCC Cultural Resources protocol. Documentation of all concurrence processes and communications with DAHP and the Tribes will be saved and provided to WA Department of Archaeology and Historic Preservation (DAHP) upon request.

**BUDGET:** Not to exceed \$624,702 (combined funds)

- Invoices will be provided to Thurston Conservation District on a quarterly or monthly basis.

**DURATION** ESRP: July 1, 2025 – June 30, 2027  
 CCA: July 1, 2025 – June 30, 2029

\_\_\_\_\_  
 Evan Bauder  
 Executive Director  
 Mason Conservation District

Date

\_\_\_\_\_  
 Sarah Moorehead  
 Executive Director  
 Thurston Conservation District

Date

**Shore Friendly South Sound (SFSS) Collaborative 2025-2031**  
**Statement of Work - Mason Conservation District**  
Agreement Number: 2025-20



**Appendix A:**  
**Thurston Conservation District**  
***Standard Terms and Conditions***

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Thurston Conservation District

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582 Tilley Court SE, Suite #152  
Tumwater, WA 98501  
(360) 754-3588



PERSONAL SERVICES AGREEMENTS:  
STANDARD TERMS AND CONDITIONS

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THIS AGREEMENT is between the THURSTON CONSERVATION DISTRICT, a conservation district created under Chapter 89.08 of the Laws of the State of Washington (the "District"), and the party identified in the project Scope of Work, (the "Consultant").

The parties agree as follows:

1. Term of Agreement. This Agreement shall be effective during the period described in the Scope of Work document, unless terminated earlier pursuant to the provisions of this Agreement.
2. Scope of Work to be Performed. The Consultant shall perform the work and services described in the Scope of Work document. If specified, the work and services shall be performed pursuant to task orders issued by the District. In the event of a conflict between the Scope of Work document and this Agreement, the provisions of this Agreement shall prevail.
3. Compensation and Payment.
  - A. Compensation. The District shall pay the Consultant for all completed work and services as provided in Exhibit A. Reimbursement rates for lodging, meals, or vehicle mileage billed for this project may not exceed current state rates for the project area. The total amount paid under this Agreement shall not exceed the amount defined in the Scope of Work document, unless mutually agreed upon in writing by the parties.
  - B. Payment. The Consultant shall submit to the District at the end of each month an itemized billing statement that identifies in detail, to the reasonable satisfaction of the District, the days and hours worked and which describes the work or services performed. The District will pay the Consultant for work or services performed within 30 days after receipt of an itemized billing statement, in accordance with established practices. The Consultant will provide the District with a Taxpayer Identification Number before or along with the first billing statement submitted to the District.
4. Record Keeping and Reporting. The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and work or services performed under this Agreement, and any other records or reports as may be deemed necessary by the District to ensure the performance of this Agreement. These records shall be maintained for a period of six (6) years after termination of this Agreement, unless permission to destroy such records is granted by the Washington State Archives in accordance with RCW 40.14.070 and the District.
5. Audit. The Consultant shall permit the District, from time to time as the District deems necessary (including after the expiration or termination of this Agreement), to inspect and audit at all reasonable times in Thurston County, Washington, or at such other reasonable

location as the District selects, all pertinent books and records of the Consultant to verify the accuracy of accounting records. The Consultant shall supply the District with, or shall permit the District to make, a copy of any books and records upon the District's request. The Consultant shall ensure that the inspection, audit and copying right of the District is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work and services under this Agreement.

6. Compliance with Law.

- A. General Requirement. The Consultant, at the Consultant's sole cost and expense, shall perform and comply with all applicable Federal, State, County and City laws and ordinances. To the extent such laws apply to the performance of Contractor's professional services, Contractor shall comply to the extent required by the standard of care.
- B. Discrimination. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- C. Licenses and Similar Authorizations. The Consultant, at no expense to the District, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits and similar legal authorizations.
- D. Taxes. The Consultant shall pay, before delinquency, all taxes, levies and assessments arising from the Consultant's activities and undertakings under this Agreement; taxes levied on the Consultant's property, equipment and improvements; and taxes on the Consultant's interest in this Agreement and any leasehold interest deemed to have been created by this Agreement under RCW Chapter 82.29A.

7. Contractual Relationship.

- A. Independent Contractor. The Consultant and District agree that the Consultant is an independent contractor with respect to work or services provided under this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Consultant and the District. It is understood and agreed that the Consultant or any employee of the Consultant will not be entitled to receive any other benefits accorded District employees. The District will not be responsible for withholding or otherwise deducting federal income tax, social security, or contributing to the State Industrial Insurance Program, or in any other way assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.
- B. Lack of Authority. This Agreement does not constitute the Consultant as the agent or legal representative of the District for any purpose. The Consultant is not granted any

express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the District or to bind the District in any manner.

8. No Subcontracting or Assignment. The Consultant shall not subcontract or assign any portion of the work or services covered by this Agreement without the prior written approval of the District. In the event of approval, the Consultant is responsible for any subcontractor's or sub consultant's compliance with all the terms of this contract.

9. Indemnification and Limitation of Remedies.

- A. By Consultant. The Consultant shall indemnify and hold the District, its officers, officials, employees and volunteers, and the landowner of the project site, harmless from claims, injuries, damages, losses or suits including reasonable attorney fees, to the extent caused by Consultant's negligence. In the event of liability caused by or resulting from the concurrent negligence of the Consultant and the District, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's sole negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- B. By District. The District shall indemnify and hold the Consultant, its officers, officials, employees and volunteers harmless from claims, injuries, damages, losses or suits including reasonable attorney fees, to the extent caused by District's negligence. In the event of liability caused by or resulting from the concurrent negligence of the Consultant and the District, its officers, officials, employees, and volunteers, the District's liability hereunder shall be only to the extent of the District's sole negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- C. Limitation of Remedies. Contractor's aggregate liability responsibility to the District, including that of Contractor's officers, directors, employees, and agents is limited to \$1,000,000 or the amount of Contractor's fee under this Agreement, whichever is greater. This limitation of remedy applies to all lawsuits, claims or actions, whether identified as arising in tort, contract or other legal theory, (including without limitation, Contractor's indemnity obligations in the previous paragraph) related to Contractor's services under this Agreement -.

10. Insurance.

The Consultant shall maintain for the duration of the Agreement and with a two-year tail, such insurance for claims for injuries to persons or damage to property which may arise from or in connection with insurable loss related to or arising from the work hereunder by the Consultant, its agents, representatives, or employees, including any injury or loss as a result of negligence. This clause is not meant to require any warranty of work or builder's risk insurance.

No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity. The Consultant's insurance shall include contractual liability coverage and additional insured coverage for the benefit of the District and anyone else the District is required to name, and shall specifically include coverage for ongoing and completed operations.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The Consultant's insurance shall include additional insured coverage for the benefit of the District and anyone else the District is required to name, with respect to the work performed for the District.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

4. The consultant is required to provide a certificate of coverage additionally insuring Thurston Conservation District for all work conducted by or resulting from the work of the consultant.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The insurance required to be carried by the Consultant shall be PRIMARY AND NON-CONTRIBUTORY. With respect to each type of insurance specified hereunder, the District's insurances shall be excess to Consultant's insurance.
2. The Consultant's insurance coverage shall be PRIMARY AND NON-CONTRIBUTORY insurance with respect to the District and any other entity the District is required to indemnify and hold harmless. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Consultant's insurance and shall not contribute with it.
3. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

Before commencing work and services under this Agreement, the Consultant shall provide to the person identified in Section 12 a Certificate of Insurance evidencing the insurance described above. The District reserves the right to request and receive a certified copy of all required insurance policies.

F. Subcontractors' Insurance

Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor. Upon request from the District, the Contractor shall provide evidence of such insurance



11. Ownership of Documents. Reports, studies, plans, drawings, maps, models, specifications, computer files and other work products produced by the Consultant, except for working notes and internal documents, shall be the property of the District, which are subject to public disclosure under Chapter 42.56 RCW. The Consultant shall furnish these documents to the District upon request. The Consultant shall refer all third-party requests for inspection and copying of these documents to the District which shall determine whether the documents shall be made available for inspection in accordance with Chapter 42.56 RCW. Modification or re-use of any of these documents by the District following completion of the work and services under this Agreement, without the written permission of the Consultant, shall be at the District's sole risk.
- A. Pursuant to performing the Specified Services, Consultant will create certain instruments of service, which may take the form of printed, hard copy documents and electronic, computer-ready materials including but not limited to computer programs, software, and data. These instruments may also take the form of methodology, processes, and logic.
  - B. Materials, methodologies, processes, and logic will be delivered to District as part of the Specific Services rendered by Consultant, and District will acknowledge said materials as instruments of service. All instruments shall become the property of District upon completion of the respective Specific Service and payment in full of monies due Consultant for that service.
  - C. Consultant makes no warranties, expressed or implied, of the merchantability or fitness of said instruments for any particular purpose other than the pertinent scope of the Specified Services.
  - D. Consultant may retain reproducible copies of its instruments of service (aka "documents" per TCD).
12. Addresses for Notices and Deliverable Materials. All notices and other material to be delivered under this Agreement shall be in writing and shall be delivered or mailed to the following addresses, unless otherwise requested by the Thurston Conservation District:

**Thurston Conservation District  
582 Tilley Court SE, Suite 152  
Tumwater, WA 98501  
(360) 754-3588**

or such other addresses as either party may, from time to time, designate in writing.

13. Amendments. No modification or amendment of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. The parties expressly reserve the right to modify this Agreement, from time to time, by mutual agreement.

14. Binding Effect. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
15. Applicable Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought under this Agreement shall be in the Superior Court for Thurston County.
16. Remedies Cumulative. Rights under this Agreement are cumulative, and the failure to exercise a right on any occasion shall not operate to forfeit the right on another occasion. The use of one remedy shall not exclude or waive the right to use another.
17. No Waiver. No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Agreement. The payment of compensation to the Consultant shall not be deemed a waiver of any right or the acceptance of defective performance.
18. Termination.
- A. At Convenience of District. The District may terminate this Agreement at any time upon 10 days written notice to the Consultant.
  - B. For Cause. Either party may terminate this Agreement where the other party fails to perform its obligations and the failure has not been corrected in a timely manner after notice of breach.
  - C. For Reasons Beyond Control of Parties. Either party may terminate this Agreement without recourse by the other party where performance is rendered impossible or impracticable for reasons beyond the party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; civil commotion; riot; labor disputes including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.
  - D. Compensation in the Event of Termination. In the event of termination of the Contract pursuant to this Section, District shall pay Contractor the lower of the actual price or the price shown on any schedule of values for all Work completed up to the date of such termination for which Contractor has not been paid incurred by it in the performance of the Work, plus all the pro-rated portion of any fee included in Contractor's price based on the portion of the non-fee price to be paid under this paragraph.
  - E. Notice. Notice of termination pursuant to Subsections B and C above shall be given by the party terminating this Agreement to the other not less than 30 days prior to the effective date of termination.

19. Previous Agreements Superseded. The terms and conditions of this Agreement supersede the terms, obligations and conditions of any existing or prior agreement between the parties regarding the subject matter of this Agreement.
21. Headings. Headings of paragraphs and section herein are for reference purposes only and are not intended to create or imply any contract terms or understandings different from or supplemental to those created by the substantive terms as written.
20. Entire Agreement. This Agreement is all of the covenants, promises, agreements and conditions, either oral or written, between the parties.

**Shore Friendly South Sound (SFSS) Collaborative 2025-2031**  
**Statement of Work - Pierce Conservation District**  
Agreement Number: 2025-19



**Appendix B:**  
**Project Funding Agreement**  
***"ESRP Shore Friendly Program***  
***Shore Friendly South Sound Collaborative 2025-2027 – PRISM#24-1207***  
***Statement of Work***  
***July 1, 2025 – June 30, 2031***

**ESTUARY AND SALMON RESTORATION PROGRAM (ESRP)**  
**SHORE FRIENDLY PROGRAM**  
**SHORE FRIENDLY SOUTH SOUND COLLABORATIVE 2025-2027 - PRISM# 24-1207**  
**STATEMENT OF WORK**  
**JULY 1, 2025 – JUNE 30, 2031**

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

**AMENDMENTS**

*Month/Year: Description*

**SHORE FRIENDLY GRANT PROGRAM MANUAL 29**

Effective July 1, 2025, all Shore Friendly contracts will refer to, and adhere to, the requirements of the Recreation and Conservation Office's Manual 29. The manual was created to provide direction and guidance to Shore Friendly Grantees for managing and administering local Shore Friendly programs, as well as eligible program and project elements.

**PURPOSE**

Agreement Scope

The Shore Friendly South Sound collaborative is a Conservation District-based collaboration that connects residential marine shoreline homeowners with Shore Friendly resources and professional technical guidance in Pierce, Thurston, and Mason Counties. Each conservation district hosts a separate local Shore Friendly program which provides customized technical assistance and financial incentives to its county's shoreline homeowners. This technical assistance aims to help residential communities shift shoreline management behavior away from armor and towards stewardship. Local staff in each Conservation District work with homeowners to avoid new armor; remove existing armor; choose soft shore alternatives where feasible; and improve nearshore stewardship.

The goal is to proactively reduce new armor installation, to increase shoreline stewardship behaviors, and to facilitate ongoing armor removal projects across South Puget Sound. This project funds local shoreline technical assistance programs at Thurston, Pierce and Mason Conservation Districts to provide site-specific assessments and expert guidance, and to develop armor removal projects. It uses Shore Friendly branding, social marketing messaging, and collaboration to engage priority homeowners in proactive, preventative shoreline stewardship and on-the-ground restoration work at sites with high ecological value, low erosion rates, and unnecessary armor.

Metrics Summary

Task 1	8 quarterly progress reports, at least 8 quarterly billings, attendance at up to 24 regional Shore Friendly Leads meetings, 2 sets of biennial budget request forms, 3 biennial summary reports, 1 PRISM final report
Task 2	ESRP: 9 targeted recruitment workshops (123 participants) 5 targeted recruitment mailings (1100 parcels) 1 story map - Promotion of finished demonstration sites to incentivize new recruits CCA: 5 additional landowner recruitment workshops (60 participants) 4 additional rounds of landowner recruitment mailers (800 parcels/landowners)

Task 3	ESRP: Complete 130 initial site visits and 48 follow up site visits. CCA: Complete 20 additional initial site visits and 10 additional follow up site visits.
Task 4	ESRP: Identify 4-5 potential armor removal projects Complete 5 feasibility studies/conceptual designs Complete 5 preliminary designs Complete 2 final designs CCA: Project development for 3 additional armor removal projects
Task 5	Permitting assistance for 5 armor removal projects
Task 6	<i>Capture Shore Friendly project implementation data across multiple funding sources for projects identified and developed using Shore Friendly funding.</i> Track and report data for projects implemented using other sources of funding

### Cultural Resources Consultation

This agreement requires compliance with Executive Order 21-02. The conservation districts assume responsibility to complete cultural resources consultation for the Shore Friendly program in accordance with Conservation Commission policies and procedures.

## **FUNDING AND SPENDING PLAN**

### Funding

Shore Friendly South Sound Collaborative is awarded funding through the Estuary Salmon Restoration Program (ESRP) by 1) the Washington State Legislature's 2024 Supplemental Capital Budget - *LEAP Capital Document No. RCO-4-2024*, funded through the Climate Commitment Act (CCA) <https://fiscal.wa.gov/statebudgets/2024proposals/Documents/cc/LEAPDocRCO-4-2024ESRP.pdf>, and 2) funding from the Washington State Legislature's 2025-2027 Capital Budget – *LEAP Capital Document No. RCO-7-2025* <https://fiscal.wa.gov/statebudgets/2025proposals/Documents/cc/RCO-7-2025.pdf>.

ESRP funding may only be used for eligible capital expenses outlined in the RCO Grant Manual 29.

Table 1. Award Overview					
FY2024 CCA ESRP Award 2025-2027	FY2024 CCA ESRP Award 2027-2029	FY25-27 ESRP Award 2025-2027	Total Spending July 2025 - June 2027	Total Spending July 2027- June 2029	Total Award
\$288,094	\$288,094	\$1,475,000	\$1,763,094	\$288,094	\$2,051,187

### Spending Plan

The spending plan described in each task will support sponsors in billing consistently according to this statement of work. If the billing becomes inconsistent with the spending plan, contact the RCO grant manager to explain the inconsistency and to determine if a scope adjustment is necessary.

### Other Shore Friendly Funding

The Environmental Protection Agency National Estuary Program award to Shore Friendly is documented separately through an Interagency Agreement between RCO and the WA Department of Fish and Wildlife (WDFW #23-23870; RCO #25-23).

## TASKS AND DELIVERABLES

Estimated Total Cost = \$2,051,187

### Task 1: Program Administration

Total Cost: \$153,551

#### Spending Plan

2025-2027 ESRP capital award (50% spent by June 30, 2026, 100% spent by June 30, 2027): \$133,520

2024 CCA award (50% spent by June 30, 2027, 100% spent by June 30, 2029): \$20,031

#### Description

Grant administration and management, progress reporting & PRISM Final Report; coordination, implementation, data tracking, reporting, website updates, monthly regional collaboration.

#### Metrics

8 quarterly progress reports, at least 8 quarterly billings, attendance at up to 24 regional Shore Friendly Leads meetings, 2 sets of biennial budget request forms, 3 biennial summary reports, and 1 PRISM final report.

*Refer to RCO Manual 29 (Section 3, pages 13-25)*

Number	Deliverable	Completion date
1.1	Complete quarterly PRISM progress reports that describe accomplishments, completed metrics, project status, opportunities for adaptive management and any delays or concerns. Attach all available project deliverables with quarterly progress report.	Apr 30 for 1 <sup>st</sup> qtr July 31 for 2 <sup>nd</sup> qtr Oct 31 for 3 <sup>rd</sup> qtr Jan 31 for 4 <sup>th</sup> qtr
1.2	Complete at least quarterly, but no more than monthly, billings to RCO.	Apr 15 for 1 <sup>st</sup> qtr July 15 for 2 <sup>nd</sup> qtr Oct 15 for 3 <sup>rd</sup> qtr Jan 15 for 4 <sup>th</sup> qtr
1.3	On a quarterly basis, email any information that needs to be updated on the ShoreFriendly.org website to the Shore Friendly Program Manager.	Apr 30 for 1 <sup>st</sup> qtr July 31 for 2 <sup>nd</sup> qtr Oct 31 for 3 <sup>rd</sup> qtr Jan 31 for 4 <sup>th</sup> qtr
1.4	Submit any partner agreements with quarterly progress reports.	Apr 30 for 1 <sup>st</sup> qtr July 31 for 2 <sup>nd</sup> qtr Oct 31 for 3 <sup>rd</sup> qtr Jan 31 for 4 <sup>th</sup> qtr
1.5	Participate in monthly regional Shore Friendly coordination meetings to collaborate, share, and learn from the regional Shore Friendly team of practitioners and partners. Document attendance in quarterly progress report.	Apr 30 for 1 <sup>st</sup> qtr July 31 for 2 <sup>nd</sup> qtr Oct 31 for 3 <sup>rd</sup> qtr Jan 31 for 4 <sup>th</sup> qtr
1.6	If collaborating with partners in the same geography, hold partner meetings monthly/quarterly to ensure strong communication and coordination of the programs and projects.	Apr 30 for 1 <sup>st</sup> qtr July 31 for 2 <sup>nd</sup> qtr Oct 31 for 3 <sup>rd</sup> qtr Jan 31 for 4 <sup>th</sup> qtr
1.7	Attach documentation to PRISM to confirm cultural resources consultation is complete for all design-related ground-disturbing activities completed with grant funding. RCO will work with grantees to confirm which documents are required for individual projects.	Ongoing, submitted prior to ground disturbance

1.8	As stated in the original <u>2024 Six-Year Local Program Grants Request for Proposals</u> , to request continued biennial funds from the Washington State Legislature for the 2027-29 and 2029-31 capital budgets, attach the required forms to PRISM during the two subsequent ESRP grant rounds. Including (subject to change): <ul style="list-style-type: none"> <li>• Updated incentives structure worksheet</li> <li>• Updated 6-year activities schedule</li> <li>• MS Word document describing status of metrics, deliverables, and spent funds. Provide justification for any changes to expected performance, including opportunities that allowed for accelerated progress and/or challenges that hindered expected progress.</li> <li>• Any additional forms required by the Shore Friendly Program Manager.</li> </ul>	May 29, 2026 May 31, 2028
1.9	Attach a biennial summary report of completed outreach, technical assistance (including site visit, permit, and design assistance), implementation assistance to PRISM (pending funding allocation from the legislature), metrics, accomplishments, and lessons learned.	August 31, 2027 August 31, 2029 August 31, 2031
1.10	Complete the PRISM Final Report for the Shore Friendly grant to describe your completed work.	September 30, 2031

## Task 2: Landowner Recruitment

Total Cost: \$93,269

### Spending Plan

2025-2027 ESRP capital award (50% spent by June 30, 2026, (100% spent by June 30, 2027): \$67,462

2024 CCA award (50% spent by June 30, 2027, 100% spent by June 30, 2029): \$25,807

### Description

To recruit shoreline landowners to participate in Shore Friendly incentives offerings, South Sound will execute 14 recruitment events and 9 mailings. Events will include targeted workshops and beach walks for landowners, intended to inspire participation in further Shore Friendly incentives. Mailers will be targeted at priority segments of the shoreline, using the parcels segmentation report data and local County Assessor data, to efficiently reach our audience segments.

### Metrics

ESRP:

9 targeted recruitment workshops (123 participants)

5 targeted recruitment mailings (1100 parcels)

1 story map - Promotion of finished demonstration sites to incentivize new recruits

CCA:

5 additional landowner recruitment workshops (60 participants)

4 additional rounds of landowner recruitment mailers (800 parcels/landowners)

*Refer to RCO Manual 29 (Section 3, pages 14-15)*



Number	Deliverable	Completion date
2.1	Attach all landowner recruitment materials developed within the grant period to PRISM. These materials will include direct mailers, brochures/flyers, topical content information materials, attendance records from workshops and community meetings, presentation slides and/or recordings, and landowner recruitment plan updates. These will be submitted with quarterly progress reports.	Ongoing, attach with quarterly progress report in PRISM. Apr 30 for 1 <sup>st</sup> qtr July 31 for 2 <sup>nd</sup> qtr Oct 31 for 3 <sup>rd</sup> qtr Jan 31 for 4 <sup>th</sup> qtr

### Task 3: Site Visits

Total Cost: \$715,814

#### Spending Plan

2025-2027 ESRP capital award (30% spent by June 30, 2026, (100% spent by June 30, 2027): \$568,479

2024 CCA award (50% spent by June 30, 2027, 100% spent by June 30, 2029): \$142,314

#### Description

Provide an average of 60-75 initial technical assistance site visits per year, reaching at least 360 participants/parcels over the six years.

Provide an average of 22 follow-up site visits per year throughout the six-year period. Follow-up site visits allow us to utilize additional conservation district staff or contracted consultants to address the complexity of a site or potential project, or to reinforce Shore Friendly principles through a second opinion and additional point of contact.

*Initial site visit: Any first-time site visit conducted by program staff or professional that results in site recommendations/findings. Site visits are best delivered in person, unless a virtual option is preferred by the landowner or required due to safety protocols.*

*Follow up technical site visits: Further technical assistance/assessments based on the findings/recommendations of the initial site visit.*

*Follow up technical site visits do not include: Phone call check ins, coordination support, design, permitting assistance, implementation assistance.*

#### Metrics

ESRP: Complete 130 initial site visits and 48 follow up site visits.

CCA: Complete at least 20 additional initial site visits and up to 10 additional follow up site visits.

*Refer to RCO Manual 29 (Section 3, page 15)*

Number	Deliverable	Completion date
3.1	Attach to PRISM <ul style="list-style-type: none"> <li>An updated summary report of all site visits using the standard tracking worksheet to PRISM (worksheet may be modified to add program-specific data).</li> <li>Annually update standard tracking worksheet to detail project status, incentive details, how project implementation was funded, plans for future funding, and other next steps. The Shore Friendly Program Manager will annually compile the initial and follow up site visits totals from each local Shore Friendly program for regional reporting.</li> </ul>	July 15, 2026 July 15, 2027 July 15, 2028 July 15, 2029 July 15, 2030 July 15, 2031

#### Task 4: Project Feasibility and Design

Total Cost: \$939,461

##### Spending Plan

2025-2027 ESRP capital award (25% spent by June 30, 2026, (100% spent by June 30, 2027): \$551,426

2024 CCA award (50% spent by June 30, 2027, 100% spent by June 30, 2029): \$388,035

##### Description

Identify potential armor removal projects through our site visits and follow-up site visits. Work closely with landowners to develop the trust and relationship to assist them in developing projects. Work with contracted coastal professionals and Conservation District staff to develop projects through identification, feasibility assessment/conceptual design, preliminary design, and final design for a subset.

##### Metrics

ESRP:

Identify 4-5 potential armor removal projects

Complete 5 feasibility studies/conceptual designs

Complete 5 preliminary designs

Complete 2 final designs

CCA:

Project development including 3 conceptual designs and 1 preliminary design for 3 additional armor removal projects.

*Refer to RCO Manual 29 (Section 3, page 16)*

Number	Deliverable	Completion date
4.1	Submit a description of projects receiving design or implementation assistance: Provide a brief description of each proposed project. Refer to Manual 29 for which project types and elements require a program review and approval. If required, the review must occur prior to providing services.	Ongoing, submitted with quarterly progress report
4.2	Attach completed design assistance and cost share materials: Attach to PRISM all: <ul style="list-style-type: none"><li>• Landowner/cooperator agreements/forms, if relevant.</li><li>• Feasibility studies.</li><li>• Conceptual/preliminary/final designs.</li><li>• Permit ready designs.</li><li>• Geotechnical assessments.</li><li>• Secured cost share agreements.</li></ul>	Ongoing, submitted with quarterly progress report, must be submitted prior to RCO reimbursement

#### Task 5: Project Permitting

Total Cost: \$116,274

##### Spending Plan

2025-2027 ESRP capital award (30% spent by June 30, 2026, (100% spent by June 30, 2027): \$126,558

2024 CCA award (50% spent by June 30, 2027, 100% spent by June 30, 2029): N/A

##### Description

Permitting assistance. Provide technical guidance and support, as needed, to ensure appropriate permit preparation and submission for projects proceeding through preliminary design.

### Metrics

Permitting assistance for 5 armor removal projects

*Refer to RCO Manual 29 (Section 3, page 16)*

Number	Deliverable	Completion date
5.1	Attach to PRISM a summary of permit assistance provided to projects, identifying and noting any additional barriers to program participants or sponsors in the quarterly progress report. This may include: <ul style="list-style-type: none"><li>• Permit assistance and coordination of local, state, federal and tribal permits</li><li>• Permit assistance and coordination of streamlined permitting</li><li>• Permit fee reimbursement</li></ul>	Ongoing, submitted with quarterly progress report

### Task 6: Project Implementation

Total Cost: \$32,818

### Spending Plan

2025-2027 ESRP capital award (10% spent by June 30, 2026, (100% spent by June 30, 2027): \$32,818

2024 CCA award (50% spent by June 30, 2027, 100% spent by June 30, 2029): N/A

### Description

Capture project implementation data across multiple funding sources for projects identified and developed using Shore Friendly funds.

### Metrics

Track and report data for projects implemented using other sources of funding

*Refer to RCO Manual 29 (Section 3, page 16)*

Number	Deliverable	Completion date
6.1	Attach to PRISM all project plans and agreements.	prior to RCO reimbursement
6.2	As-built documentation (applies to implementation projects only): Attach to PRISM <ul style="list-style-type: none"><li>• documentation of completed projects (if different from final design/planting plans) and</li><li>• pre and post implementation high-resolution photo documentation of completed projects.</li></ul>	Submitted upon project completion
6.3	Where feasible in PRISM, link projects receiving non-Shore Friendly funds to project awards. Where infeasible to link in PRISM, document projects receiving non-Shore Friendly funds in a MS Word document.	Ongoing, in PRISM contract



## BOARD MEETING ITEM SUMMARY SHEET

<b>Agenda Item Title:</b>		Ecostudies Institute FY25-28 REPI Funding Agreement	
<b>Lead Staff:</b>		Susan Shelton	<b>Board Meeting Date:</b> 09/24/25
<b>Goal of Presentation:</b>		<input checked="" type="checkbox"/> <b>Decision</b>	<input type="checkbox"/> <b>Information</b> <input type="checkbox"/> <b>Feedback</b>
<b>Description/Background:</b>		<i>Please provide a description or background of the project.</i>	
<p>REPI is a US Department of Defense program that stands for Readiness and Environmental Protection Integration Program. "The REPI Program is a key tool for combating encroachment that can limit or restrict military training, testing, and operations. The REPI Program preserves and enhances these military missions by helping remove or avoid land-use conflicts near installations, ranges, and their associated facilities, range infrastructure, and airspace, as well as addressing regulatory restrictions that inhibit military activities."</p> <p>Ecostudies Institute is "an organization focused on discovering real-world solutions for conserving natural habitats in the Pacific Northwest and the wildlife and plant populations that rely on them. We conduct sound science that strives to contribute to developing effective conservation strategies and help partners restore and manage their lands to achieve tangible conservation outcomes. We also incorporate outreach and embrace partnerships to ensure that collaborative conservation goals are met."</p>			
<b>Pros:</b>		<b>Cons:</b>	
TCD is partnering with Ecostudies Institute to provide technical assistance and outreach to landowners and to implement soil best practices.		None	
<b>Fiscal Impacts:</b> <i>Please describe the costs associated with this action.</i>			
TCD is being awarded \$188,543 to fund this work.			
<b>Recommended Action:</b>		<i>What decision do you recommend the board make?</i>	
Approve			
<b>Legal Review:</b>		<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>Not Required</b>
<b>Supporting Documents:</b> <i>Please list below <b>and</b> attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>			
SLP100 - FY25-28 Ecostudies Institute REPI SLP100 - FY25-28 Ecostudies Institute REPI Attachment B			





<b>Award Number:</b>	SA-2025-01
<b>Accounting Information</b>	
<b>Cost Center Name:</b>	REPI Challenge 2024
<b>Cost Center Number:</b>	G2508
<b>CFDA No.:</b>	
<b>Source of Funds:</b>	<input type="checkbox"/> U.S. Government <input type="checkbox"/> State/Local <input type="checkbox"/> Private

SUBAWARD  
Between  
ECOSTUDIES INSTITUTE  
And  
Thurston Conservation District  
a U.S. Subrecipient

This Agreement is dated as of August 1, 2025, and is between Ecostudies Institute, a Washington non-profit organization (“Ecostudies”)

Address: 900 Jefferson St, Box 1614  
City, State, Zip: Olympia, WA 98501  
Name of Contact: Gary Slater  
Title: Executive Director  
Telephone Number: (305) 213-8829  
Email: gslater@ecoinst.org

and the following person(s) and/or entities (“Awardee”):

Name of Awardee: Thurston Conservation District  
Address: 2918 Ferguson St SW Ste A Tumwater WA 98512  
Name of Contact: Sarah Moorehead  
Title: Executive Director  
Telephone Number: 360.754.3588  
Email: smoorehead@thurstoncd.com

Ecostudies and Awardee, each of which is sometimes referred to in this Agreement as a “Party”, agree as follows:

**1. Background.** Ecostudies and the US Army Environmental Command (USAEC) (“Funder”) have previously entered into an Agreement (W9124J20002; Attachment A) as part of the Army Readiness and Environmental Protection Initiative (REPI) Program (“Prime Award”). Under the terms of this agreement, Ecostudies is permitted to make subawards of the funds, and Ecostudies and Awardee are entering into this Agreement with respect to the subaward which Ecostudies is making to Awardee (the “Subaward”), for use in carrying out the project entitled “Improving Military Resilience at JBLM to Maximize Training Flexibility” (the “Project”). Although the funds to be provided to Awardee under this Agreement will come from USAEC, Awardee acknowledges they are not a party to this Prime Award and shall have no obligations directly to Funder under this Agreement.

**2. Subaward and Budget.** Ecostudies hereby makes the Subaward to Awardee, as follows:

- a) The cost-reimbursable Subaward shall be in an amount not to exceed **\$188,543** to be paid out of the funds provided to Ecostudies following the cost allowability requirements in Office of Management and Budget (OMB) Uniform Guide, which are incorporated herein by this reference. Ecostudies shall not be obligated to reimburse Awardee for any unallowable amounts.
- b) The Subaward and the use of the funds provided under the Subaward (the “**Subaward Funds**”) shall be subject to all applicable terms of the Prime Agreement between Ecostudies and the Funder. Ecostudies shall have no obligation to disburse funds to Awardee under this Agreement, except to the extent that funds are actually disbursed to Ecostudies.
- c) None of the Subaward Funds may be used as match to other U.S. Federal financial assistance.
- d) The Grantee is responsible for providing **\$168,543** in matching funds for this contract. This will be accomplished through TCD leveraging previous grant funding and in-kind services.

**3. Term of Subaward.** The Subaward Funds shall be available for a term (the “**Subaward Term**”) beginning on **August 1, 2025** and ending on **December, 31, 2028** (the “**Expiration Date**”), except to the extent that the Subaward Term is extended by an amendment to this Agreement or is terminated early in accordance with the provisions of this Agreement.

**4. Scope of Work.** The purpose of the Subaward is to fund Awardee’s work on the Project as described in Scope of Work listed under **Attachment B**, and the Subaward Funds may only be used for that purpose. Awardee shall be responsible for obtaining the landowner’s prior permission before entering any private lands associated with this project.

**5. Reports.** Awardee shall submit report(s) under this Agreement as follows:

- a) Annual Progress Reports. Awardee shall submit Annual Progress Reports summarizing the key activities and accomplishments throughout the Project reporting period.
  - The document will summarize project progress and provide an accounting of funding and disbursements under the Subaward. This will be included in the annual report under ESI’s CA for each fiscal year to the CAM, the Grants Officer, and installation, submitted no later than 30 October of each year.
- b) Financial Reports. Awardee shall submit Annual Financial Reports summarizing the costs incurred during each reporting period no later than 30 days after the end of the reporting period.
- c) Final Progress Report. Awardee shall submit a Final Progress Report summarizing the key activities and accomplishments throughout the project no later than 45 days after the subaward expiration date.
- d) Final Financial Report. Awardee shall submit a Final Financial Report summarizing the costs incurred throughout the final project reporting period no later than 45 days after the subaward expiration date.

Report Schedule. The reports required above shall be submitted in accordance with the following schedule:

Report	Reporting Period	Due Date
Annual Progress Reports	08/1/2025 to 09/30/2025	10/15/2025
	10/1/2025 to 09/30/2026	10/15/2026
	10/01/2026 to 09/30/2027	10/15/2027
	10/1/2027 to 09/30/2028	10/15/2028
Annual Financial Reports	Upon Execution to 09/30/2025	10/15/2025
	10/1/2025 to 09/30/2026	10/15/2026
	10/01/2026 to 09/30/2027	10/15/2027
	10/1/2027 to 09/30/2028	10/15/2028
Final Progress Report	08/1/2025 to 12/31/2028	3/31/2029
Final Financial Report	08/1/2025 to 12/31/2028	3/31/2029

e) Additional Requirements. All of the Reports and published materials shall be submitted to Ecostudies' Project Manager and Administrative Contact at the email addresses specified below.

**6. Disbursements and Accounting.** Awardee shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. All invoices shall use Awardee's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of the invoice as required in 2 CFR 200.415.

Along with each invoice, please provide a brief summary describing progress and accomplishments per the SOW, along with any challenges encountered and upcoming plans.

Disbursements shall be made to Awardee no more frequently than monthly, based upon receipt of Awardee's standard invoice format. Payments will be sent to Awardee in the form of a check payable to Awardee within 45 days of receipt of invoice.

**7. Project Managers and Administrative Representatives.** The Project Managers and other administrative or financial representatives of the Parties with respect to this Agreement and the Subaward shall be as follows:

a) Ecostudies Institute's Representatives: For Ecostudies, each of the following persons shall each have the duties assigned to him/her below, in each case until and unless a successor is named by Ecostudies by means of written notice of such change which is given to Awardee:

b)

**PROJECT MANAGER**

Name: Gary Slater

Title: Executive Director

Address: 900 Jefferson St, Box 1614  
Olympia, WA 98501

Phone: (305)-213-8829

Email: gslater@ecoinst.org

**ADMINISTRATIVE CONTACT**

Name: Kathleen Anderson

Title: Financial & Grant Manager

Address: 900 Jefferson St, Box 1614  
Olympia, WA 98501

Phone: (253) 981-5637

Email: kanderson@ecoinst.org

- c) Awardee's Representatives: For Awardee, each of the following persons shall each have the duties assigned to him/her below, in each case until and unless a successor is named by Awardee by means of written notice of such change which is given to Ecostudies;

PROJECT MANAGER

Name: Kendall Carman

Title: Senior Natural Resources Specialist

Address: 582 Tilley Court SE,  
Suite 152, Tumwater, WA 98501

Phone: 564-669-1917

Email kcarman@thurstoncd.com

ADMINISTRATIVE CONTACT

Name: Susan Shelton

Title: **Finance & Administration Director**

Address: 582 Tilley Court SE, Suite 152,  
Tumwater, WA 98501

Phone: 360-742-2313

Email sshelton@thurstoncd.com

- 8. Insurance.** The work to be performed under this Sub-award shall be performed entirely at the Awardee's risk. Awardee agrees to indemnify and hold Ecostudies harmless for any and all liability or loss arising in any way out of the performance of this contract. Awardee shall maintain during the term of this Agreement, the following insurance coverage from insurance companies admitted to do business in the state(s) in which the Agreement is to be performed:

- (a) Workers' compensation insurance for its employees in the amounts required under the law of the state(s) where the work will be performed, and employers' liability insurance with a limit of \$1,000,000.00 per incident.
- (b) Commercial general liability insurance, with limits of at least \$1,000,000 combined single limit coverage per occurrence and \$2,000,000 general aggregate. Awardee shall have Ecostudies and its directors, officers, employees, and volunteers named as additional insureds on Awardee's commercial general liability policy and shall provide Ecostudies with evidence that the appropriate insurance coverage is in effect via a certificate of insurance;
- (c) Automobile liability insurance covering any owned as well as hired and non-owned vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.

- 9. Title to and Use of Equipment and Supplies.** Except to the extent otherwise provided in the Prime Award, title to any equipment and/or supplies purchased with Subaward Funds vest in Awardee during the Subaward Term, but Ecostudies shall have a free, irrevocable license to use such equipment and/or supplies during that time period to the extent anticipated either in this Agreement or under the Prime Award. The ultimate disposition of all such equipment and supplies shall be resolved by Awardee with Ecostudies' Administrative Contact designated above in this Agreement, and shall be governed by the applicable terms under the Prime Award and/or other applicable laws, as appropriate.

- 10. Title to and Use of Work Products and Data.** Except to the extent otherwise provided under Prime Award (in which case the terms of the award shall control), title to any and all reports, writings, samples, biological samples, studies, photographs, drawings, calculations, designs, diagrams, maps, surveys, data, database records, computer programs, and/or other written, graphic, pictorial, or digital works, documents, or other items created, produced, or developed solely by Awardee using Subaward Funds (collectively, along with all supporting data and material, the "Work Product") shall vest in Awardee, but Awardee hereby grants to Ecostudies and to the Funder an irrevocable, non-exclusive, royalty-free, perpetual license to use, reuse, print, reprint, publish, republish, reproduce, or otherwise disseminate or distribute all or any portion of the Work Product, as well as



analyses thereof, extracts therefrom, and/or the data contained therein, in or via any report, map, pamphlet, brochure, book, magazine, film, video, software, web site, or other form of print, audio, visual, multimedia, computer, digital, or other media or form of production or dissemination (whether owned wholly or partially by Ecostudies or Funder), whether alone or in conjunction with other material, with proper credit given to the author/creator. And, whether or not in conjunction with co-authors or conservation partners, to authorize such conservation partners and other researchers and writers to do the same on a royalty-free basis, all as Ecostudies or the Funder may deem appropriate from time to time in furthering its mission; in each case without any need to notify Awardee or obtain any form of permission or consent from Awardee. Awardee shall provide Ecostudies and the Funder with complete copies of the Work Product.

- 11. Accounts, Audits and Records.** Awardee agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired using Subaward Funds (collectively “Records”) to the extent and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. Unless such period is extended by Ecostudies, the Records shall be maintained for a period of three years after the final financial report is submitted and approved by Ecostudies, except that Awardee shall maintain all Records for equipment purchased with Subaward Funds for three years after the final disposition of such equipment. Awardee shall provide timely and unrestricted access to its books and accounts, files and other Records with respect to the Project for inspection, review and audit by Ecostudies and the Prime Funder, and their authorized representatives. If Ecostudies disallows any costs claimed by Awardee related to the Subaward, Awardee shall be responsible for reimbursing Ecostudies for any of those costs related to the work Awardee has performed. If Awardee expends more than \$1,000,000 in U.S. Federal funds during its fiscal year, and has a single audit performed in accordance with 2 CFR part 200, subpart F, a copy of the audit must be provided within six months after Awardee’s fiscal year-end to Ecostudies’ Administrative Contact specified above.
- 12. Safety Provisions.** Awardee agrees to comply with any and all safety provision contained under Prime Award. Without placing any limitation on the foregoing requirement, Awardee agrees to maintain a safety program with respect to its employees and the public, and to ensure that it has expertise in and has taken appropriate actions with regard to particular risks connected with the Project, including (but not limited to) chemical safety, handling potential allergens such as poison ivy, use of chainsaws and all-terrain vehicles, handling flammable liquids or poisons.
- 13. Acknowledgments.** Awardee agrees to acknowledge the collaboration of Ecostudies and the support of the Army REPI Program under the Prime Award (see Prime Award for required language) on all information relating to the Subaward, including (but not limited to) all news releases, articles, manuscripts, speeches, trade association proceedings, symposia during the project period and in the future.
- 14. Additional Assurances, Certifications, and Agreements.** By signing this Agreement, Awardee is providing the additional assurances, certifications, and agreements which are set out in Attachment C and any attachments thereto. If there is any material misrepresentation by Awardee with respect to any of such assurances and/or certifications, or any failure to comply with the agreements set out therein, Ecostudies shall have the right to cancel the Subaward and terminate this Agreement. In the case of an intentional material misrepresentation, Ecostudies may, at its option, recover damages from Awardee resulting from the termination. Awardee shall require that the same assurances and certifications be included in the award documents for all further subcontracts or subawards made by Awardee using Subaward Funds (each of which is subject to prior approval by Ecostudies, as explained below).
- 15. Conflict of Interest Determination.** Awardee certifies that it has disclosed any conflict of interest to the best of Awardee’s knowledge to Ecostudies. Awardee certifies that its conflict of interest policy complies with the requirements of the Prime Funder.

**16. Material Support and Resources to Terrorists.**

a) Awardee hereby certifies as follows (applying the terms which are more particularly defined below):

- i) Awardee does not commit, attempt to commit, advocate, facilitate, or participates in terrorist acts, nor has it committed, attempted to commit, facilitated, or participated in terrorist acts.
- ii) Awardee will take all reasonable steps to ensure that Awardee does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.
- iii) Before providing any material support or resources to an individual or entity, Awardee will consider all information about that individual or entity of which it is aware or that is available to the public.
- iv) Awardee will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

b) For purposes of the foregoing certifications:

- i) The term “material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
- ii) The term “terrorist act” means:
- iii) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
- iv) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
- v) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c) The term “entity” means a partnership, association, corporation, or other organization, group or subgroup.

**17. Liability and Indemnification.** The work done by or for Awardee using the Subaward Funds shall be performed entirely at the risk of Awardee. Awardee shall be solely responsible for (and for the payment of) any and all claims with respect to any loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of its work, whether connected to the Project or otherwise. Awardee shall indemnify and defend Ecostudies and the Funder, and each of the officers, directors, employees, and agents of Ecostudies and Funder (in each case, an “**Indemnified Party**”) against, and shall hold each Indemnified Party harmless of and from, any and all claims, liabilities, losses, costs, damages, and other expenses of any kind (including, but not limited to, attorneys’ fees and expenses, as well as costs of suit, whether incurred at the trial, appellate, or administrative level) which any Indemnified Party may sustain, incur, or suffer, or to which any Indemnified Party may be subjected, as a result of or in connection with: (i) the Project; (ii) any activities of Awardee, or anyone acting on behalf of Awardee, related to the Project; and/or (iii) any action(s) of Awardee, or anyone acting on behalf of Awardee, which may cause Ecostudies to be in default under the Prime Award.

## **18. Miscellaneous Provisions.**

- a) Use of Names/Logos. Neither Party shall use the name or logo of the other Party or of any Funder in any publicity, advertising, or news release without prior written consent from the owner of that name or logo.
- b) Assignment. None of the rights or obligations of Awardee under this Agreement or with respect to the Subaward may be assigned or delegated by Awardee in whole or in part without the prior written consent of Ecostudies. Except to the extent set forth (if any) in the approved scope of work and the Budget, Awardee may not subcontract or subaward any portion of the work which is being funded with Subaward Funds, in whole or in part, without the prior written consent of Ecostudies. If subcontracting/subawarding is permitted, Awardee shall consult with the Ecostudies Administrative Contact listed above to determine which provisions of this Agreement must be included in the subcontract/subaward, and the proper method of their inclusion.
- c) Termination. If at any time the Prime Award is terminated, the Subaward shall also be terminated automatically as of the termination date. Additionally, both parties shall have the right to terminate this Agreement and cancel the Subaward by giving written notice to the other party (a "Termination Notice") no less than 30 calendar days prior to the termination date. In addition, if in the judgment of Ecostudies, Awardee defaults in performance of any of its obligations under this Agreement, whether for circumstances within or beyond the control of Awardee, Ecostudies may immediately terminate this Agreement and cancel the Subaward by written notice to Awardee. Upon delivery of a Termination Notice by Ecostudies, Awardee shall take all necessary action to cancel outstanding commitments relating to the work which was to be paid from Subaward Funds. In the event of termination prior to the originally agreed upon expiration of the Subaward Term, Ecostudies shall pay any obligations which were reasonably incurred by Awardee prior to the delivery of the Termination Notice and which are proper to pay from Subaward Funds, to the extent that the obligations involved cannot reasonably be canceled or mitigated.
- d) No Agency. No legal partnership or agency is established by this Agreement or the Subaward. Neither Party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other Party or for the account of the other Party, and neither Party shall be bound by any acts, representations, or conduct of the other Party.
- e) Due Diligence. Ecostudies may request copies of documents to ensure that Awardee meets the criteria of a non-profit or other organization entitled to receive Subaward Funds, and that Awardee meets appropriate standards of capacity, competence, and financial accountability. These documents may include (but are not limited to) the following (as applicable to Awardee): a certificate of good standing, a list of the names of all of its board members and principal officers, copies of Awardee's bylaws and articles of incorporation. Awardee agrees to notify Ecostudies immediately of any change in Awardee's corporate or tax status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against Awardee that may affect the commitments and obligations agreed herein.

## **19. Applicable Law.** Awardee agrees to comply with all applicable United States federal, state, and local laws, and all national, regional, and municipal laws of Awardee's home country, or country where work on the Project is taking place, in performing this work. To that end, the Awardee represents and warrants that, to the best of Awardee's knowledge, Awardee and C Awardee's subsidiaries, principals, and beneficial owners, if any:

- a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any government agency;
- b) (A) are not included on the Specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury's Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism; and (B) will not engage in

transactions with, or provide resources or support to, any such individuals or organizations or anyone else associated with terrorism;

- c) are not a person or entity with whom transacting is prohibited by any trade embargo, economic sanction, or other prohibition of law or regulation; and
- d) not conducted, and will not conduct, their operations in violation of applicable money laundering laws, including but not limited to, the U.S. Bank Secrecy Act and the money laundering statutes of any jurisdictions to which they are subject, and no action or inquiry concerning money laundering by or before any authority is pending.”

**20. Interpretation.** Any and all recitals at the beginning of this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals. Any and all exhibits, schedules, and addenda attached to and referred to in this Agreement are hereby incorporated into this Agreement. The headings of the various paragraphs of this Agreement are intended solely for reference purposes, and are not intended for any purpose whatsoever to modify, explain, or place any construction on any of the provisions of this Agreement. In the event of any discrepancy or inconsistency between or among the terms of this Agreement, Prime Award, or any applicable law, the discrepancy or inconsistency shall be resolved by giving precedence to the terms of the following, in the following order, it being understood that the terms of each of the following are incorporated herein as fully as if set out in their entirety herein:

- a) The Terms of this Subaward, including, if applicable, subsequent Amendments;
- b) The Prime Award, if applicable, subsequent Amendments; and
- c) Other attachments to this Subaward.

**21. Agreement.** By signing this Agreement, including the attachments hereto which are incorporated for references, the Awardee certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Agreement and the applicable terms of the Federal Award. The Parties further agree that they intend this Agreement to comply with all applicable laws, regulations and requirements. This Agreement may not be modified, amended or otherwise changed in any manner, except by a written amendment executed by all of the parties hereto, or their successors in interest. This Agreement may be executed in multiple counterparts, and each executed counterpart of this Agreement shall be deemed an original for all purposes, despite the fact that not all of the parties are signatories to the same counterpart.

In witness whereof, the undersigned have executed this Agreement as of the date written above.

**Ecostudies Institute,**

a Washington non-profit organization

By: \_\_\_\_\_  
Name: Gary Slater  
Title: Executive Director, Ecostudies Institute

**Thurston Conservation District**

By: \_\_\_\_\_  
(signature)  
Name: Sarah Moorehead \_\_\_\_\_  
Title: Executive Director \_\_\_\_\_

**List of Attachments**

- ☐ Attachment A: Prime Award
- ☐ Attachment B: Subaward Scope of Work
- ☐ Attachment C: Additional Assurances, Certifications, and Agreement

## Thurston Conservation District

Preparing JBLM for New Climate Regimes

### Scope of Work and Budget Detail

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<b>Task 1</b>	<b>Landowner Outreach &amp; TA</b>	<b>Total: \$97,568</b>
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TCD will support outreach to landowners/operators and technical assistance, connect landowners to project partners, and support landowners with practice implementation to meet project objectives. Outreach and support will occur through one-on-one site visits and promotion at community events, along with TCD-owned media platforms.

<i>Salaries &amp; benefits</i>	<i>\$96,000</i>	<i>(421 hrs/yr @ \$75.99/hr for 3yrs)</i>
<i>Supplies</i>	<i>\$1,000.00</i>	<i>(Cost of printed materials +/- 1000ct)</i>
<i>Travel</i>	<i>\$568.00</i>	<i>(~270 mi/yr @ \$0.70/mi for 3 yrs)</i>

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<b>Task 2</b>	<b>Practice Implementation</b>	<b>Total: \$42,264</b>
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TCD will provide soil testing services and written analysis for soil samples, and support landowners/operators with fertilizer application through small farm equipment rental program.

<i>Salaries &amp; benefits</i>	<i>\$40,914.00</i>	<i>(250hrs/yr @ \$68.19/hr for 3 yrs)</i>
<i>Supplies</i>	<i>\$1,350.00</i>	<i>(50 basic soil tests and postage)</i>

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<b>Task 3</b>	<b>Administration</b>	<b>Total: \$11,586</b>
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TCD staff time for contracting, reporting, and grant management tasks.

<i>Salaries &amp; benefits</i>	<i>\$11,586.00</i>	<i>(40hrs/yr @ \$96.55/hr for 3 yrs)</i>
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<i>Salaries &amp; Benefits Subtotal</i>	<i>\$148,500</i>	
<i>Overhead Subtotal</i>	<i>\$37,125</i>	<i>(25% federally negotiated rate)</i>
<i>Travel Subtotal</i>	<i>\$568</i>	
<i>Goods &amp; Services Subtotal</i>	<i>\$2350</i>	

<b>Total Request</b>	<b>\$188,543.00</b>
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<i>Total TCD Match</i>	<i>\$168,543</i>	<i>(TCD match consists of in-kind staff time at outreach events and workshops, creation of outreach media, and other project administration and implementation costs not covered by the project.)</i>
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Item

5

WACD and NACD Update  
for September 24, 2025  
Thurston Conservation District Board Meeting

<b>Washington Association of Conservation Districts</b>
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### **WACD'S ANNUAL MEETING**

Washington Association of Conservation District's [annual conference](#) is held the week after Thanksgiving (December 1-3, 2025). Our conference theme this year is: Conservation Connections: Connecting Land, Water, and People. Last year we had 24 sponsors.

### **STRATEGIC PLAN UPDATE**

We have a working draft plan. It is being sent to our full board for review and discussion at our September board meeting. The next step is for prioritization and comment from our Conservation District. We are contemplating adoption at our annual meeting in December.

### **WACD'S PLANT MATERIALS CENTER (PMC)**



The PMC is a part of WACD and a significant contributor of funds to the association as well as providing conservation plants for our CDs and many others. The PMC promoted assistant manager as new nursery manager (John Knox) and hired a new assistant manager (Zinny Hansen).

### **AREA MEETINGS IN OCTOBER**

Washington has six geographic regions, each represented by a board member. Annually, in the fall, we have meetings in those areas where information is shared and resolutions are presented for consideration – some going to the state association meeting and some going to NACD to receive national attention.

### **MEMBERSHIP**

It is still early in our dues process but 35 out of 45 districts have paid state association dues. A large part of this is the CDs commitment as well as aggressive urging by our board and staff. Last year all 45 districts paid their full dues.

### **WEBSITES**

WACD's Plant Materials Center – [here](#).

Washington Association of Conservation Districts - [here](#).

Washington State Conservation Commission – [here](#).

Natural Resources Conservation Service (Washington State) – [here](#).



WACD and NACD Update  
for September 24, 2025  
Thurston Conservation District Board Meeting

<b>National Association of Conservation Districts - Selected Notes</b> <b>NACD SW/Pacific Meeting, Golden, CO</b> <b>September 7-10, 2025</b>
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**OPENING SESSION** (Speakers from NACD, NRCS, NCDEA Colorado Association, Colorado Agriculture)

- NACD is looking at a “skinny” Farm Bill from Congress.
- NACD Priorities – Getting adequate CTA (Conservation Technical Assistance) which was zeroed out in both Houses. And engaging recent advocacy efforts.

**CONCURRENT SESSIONS**

**Agroterrorism**

1. Hinges on food security, national security, and economic security.
2. \$48 billion in Colorado state agriculture so it is important to protect things affecting the food chain.
3. “Insiders” are the biggest threat according to the FBI.
4. Video: **8 Signs of Terrorism** from CO Division of Homeland Security and Emergency Management.

**Farm4Profit** – webcasts on legacy planning and profit growth. How to set up transition with family and/or those involved in the farm.

**Colorado Urban Agriculture and their strategic planning:**

Stage 1] Stakeholder engagement -survey, relation building, confer, events.

Stage 2] Analysis – defining urban agriculture, identify themes, establish program goals and strategies.

Stage 3] Defining the plan

- a] Uplift support urban agriculture efforts
- b] Aggregate – and compile resources
- c] Conserve – act as land stewards, engage partners, connect urban to NRCS (EQIP & CSP
- d] Grow – research and development of resources specific to urban agriculture and suppliers.
- e] Connect – foster partnerships and collaboration.

Next steps – approval, publishing (two versions – one internal and one external), seek funding, implement; amend and adjust.

**Forestry in Action Panel**

- There is a gap between delivery of the plan and implementation.
- There is a real estate tax in CO for fire related things.
- **Fireside** software was mentioned.

**KEYNOTE** – **Col. Kim “KC” Campbell** – Action in the Face of Fear

A female fighter pilot (A-10 Warthog) with over 100 combat mission.

1. In critical situations: aviate, navigate, and communicate.
2. What we do with fear is what matters. Courage is a response to fear.
3. When facing issues:
  - a. Prepare
  - b. Practice
  - c. Plan
  - d. Execute
  - e. Evaluate (Debrief)
  - f. Elevate performance.
4. Complacency is not an option.

**PACIFIC and SW REGIONS**

- Updates in the Pacific meeting from California, Alaska, CNMI, Guam, Oregon, and Washington. State and territory participation was limited.

WACD and NACD Update  
for September 24, 2025  
Thurston Conservation District Board Meeting

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- Early stages of planning for the **2026 Pacific/SW joint meeting in Guam**. Planning not yet finalized but direction appears to be positive. Estimated cost is \$2,500-\$3,000 to get there. is the scheduled site for the Pacific/SW 2026 regional meeting. Arrangements still being made.
- Oregon shared about the Oregon Conservation Partnerships – where CDs, watershed groups, land trusts, etc. look for areas of overlap and opportunities for collaboration.
- New Mexico has an agriculture group consisting of various farm groups – dairy, cattle, grains, Farm Bureau, etc. – that meet monthly to discuss issue – especially legislation. Groups have to “approved” to participate. NM folks choose not to share the name.

## TOURS

**9/10 Morning** had three options: Sustainable Forestry; Forest Stewardship and Project; and Warner Ranch on Sustainable Agriculture and Conservation.

**9/10 Afternoon** also had three options: Fleischer Family Farm - Lakewood local agriculture; Colorado State University Agriculture and Development Center; and Colorado State University Spur Campus on Innovation and Education in Urban Agriculture.

## UPCOMING NACD EVENTS

- [NACD's 80th Annual Meeting](#) - San Antonio Marriott Rivercenter - River Walk, Feb. 14-19, 2026.
- July 18-22, 2026                      Grand Rapids, MI
- February 6-10, 2027                Las Vegas, NV
- Summer Meeting 2027              To be determined
- February 5-9, 2028                Louisville, KY
- Summer Meeting 2028              To be determined
- February 3-7, 2029                New Orleans, LA

## Note

- One hundred ninety-six attendees – 135 registrants and the rest were speakers and staff. Five attendees from Washington – James Thompson (WSCC), Michael Crowder (Benton CD), Amy McKay (WACD, WSCC, Whitman CD), Heather Wendt (WACD), and Doug Rushton (WACD and Thurston CD).
- Note – Colorado Association of Conservation Districts will be providing copies/links to the various presentations. Stay tuned.

# Item

# 6



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

October 22, 2025, 5:00 pm - 7:50 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: Prairie Project, *Joey Burgess*
3. Community Partner Presentation, *TBD*
4. Future of the TCD's Grower's Conference, *All*
5. Strategic Planning Process, *Executive Director Moorehead*
6. Long-Term Funding Committee, *TJ Johnson (Chair), Executive Director Moorehead*
7. Conservation and Education Center (CEC) Development, *All*
8. Important Updates & Announcements
  - a. Board of Supervisors, *All*
  - b. Executive Director, *Sarah Moorehead (Executive Director)*

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### Board Meeting

6:30 pm – 7:50 pm

- |   |                      |
|---|----------------------|
| 1. Welcome, Introductions, Audio Recording Announcement     | 6:30 PM<br>5 minutes |
| 2. Agenda Review  | 6:35 PM<br>5 minutes |
| 3. Consent Agenda – Action Item                             | 6:40 PM              |
| A. September 24, 2025, Board Work Session & Meeting Minutes | 5 minutes            |
| B. October Financial Report                                 |                      |
| 4. Public Comment   | 6:45 PM              |
| *Three minutes per person                                   | 10 minutes           |

<b>5. Partner Reports (if present)</b>	<b>6:55 PM</b>
A. Natural Resources Conservation Service, (NRCS) <i>DaShell Burnham</i>	<i>15 minutes</i>
B. Washington State Conservation Commission (WSCC), <i>Josh Giuntoli</i>	
C. Washington Association of Conservation Districts (WACD), <i>Doug Rushton</i>	
D. National Association of Conservation Districts (NACD), <i>Doug Rushton</i>	
<b>6. Washington Association of Conservation Districts (WACD), All</b>	<b>7:10 PM</b>
A. WACD Southwest Area Meeting Recap	<i>10 minutes</i>
B. Annual Conference, Spokane, WA	
<b>7. Governance, All – Action Item</b>	<b>7:20 PM</b>
A. November 19, 2025 Work Session Topic List & Meeting Agenda Development	<i>10 minutes</i>
<b>8. Executive Session: To consider the selection of a site or the acquisition of real estate</b>	<b>7:30 PM</b>
<i>RCW 42.30.110 (1b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.</i>	<i>15 minutes</i>
<b>9. Executive Session Report Out – Action Item</b>	<b>7:45 PM</b>
	<i>5 minutes</i>
<b>Adjourn</b>	<b>7:50 PM</b>

**Informational Only Items:**

- I. Executive Director's Report*
- II. October Ecology Nonpoint Newsletter*

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### Important Future Dates

**November 2025**

Veterans Day, TCD Office Closed	Nov 11
TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom)	Nov 19
Thanksgiving, TCD Office Closed,	Nov 27
Native American Heritage Day, TCD office Closed	Nov 28

**December 2025**

WACD Annual Conference, Spokane, WA	Dec 1-3
WSCC Commission Meeting, Spokane, WA	Dec 04
TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom)	Dec 17
TCD Closed, Christmas Day	Dec 25

**January 2026**

TCD Closed New Years Day	Jan 01
TCD Closed Martin Luther King, Jr., Day	Jan 19
TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom)	Jan 28



# Informational Items

# Executive Director's Report

Sarah Moorehead – Executive Director

September 24, 2025

## Priority Initiative Updates

### 2025 Legislative Tour

In September, TCD hosted an excellent tour for elected officials and local policy makers. With participation from Thurston County Commissioners, Congressional legislative staff, state budget writers, the Washington State Conservation Commission, and the Washington Association of Conservation Districts.

We showcased projects, discussed funding sources, highlighted opportunities for efficiencies, listened to needs of our community members, helped find solutions for policymakers, and overall witnessed the power of voluntary conservation.

Themes discussed included: increasing support for urban agriculture, the importance of voluntary conservation, farmland preservation, agricultural viability, community education, riparian restoration, wildfire preparedness and ESA species recovery.



*Photo Credit: Paige DeChambeau, WSCC*

*Top Left: Rainier View Apartments Community Garden*

*Top Right: TCD Engineer, Katrinka Hibler and Nate Lewis of Oyster Bay Farm discuss how TCD streamlines permitting and access to conservation programs to maintain agricultural viability and enhance water quality.*

*Bottom Left: Conservation Programs Director, Karin Strelhoff, shares how the Shore Friendly Thurston program is removing bulkheads and restoring natural shorelines along Puget Sound.*

*Bottom Right: TCD Tour participants in the field discuss how to create effective policies, regulatory processes and funding sources to put voluntary conservation on the ground.*



## **Thurston Climate Mitigation Plan Progress**

In the last year, TCD has continued to work on elements of the Thurston Climate Mitigation Plan. Attached is progress report on metrics identified in this regional strategy to mitigate the impacts of climate change in our area.

In particular, TCD provides critical education and workshops on climate smart practices, restores natural landscapes and habitat with climate resiliency in mind, and works on agricultural lands to implement BMPs that help improve soil health and support adaptations necessary to thrive in a changing climate.

## **TCD & Partners Host Farmland Succession Forum**

### **District Operations**

#### **August 27, 2025 Board Meeting Action Items**

- No action items.

## **2026 Budget Process and Priorities**

It's time again to begin our budget development process for 2026!

Here's a general look at that timeline this year, which is slightly adjusted to accommodate the slow roll out of new biennium funding and to be responsive to our new Strategic Plan:

Sept - Oct	Staff aggregate and prepare financial data to prepare a draft budget.
Nov	Board reviews, discusses and revises (as necessary) the unrestricted budget.
Nov - Dec	Staff refines the budget as new data becomes available, and revises based on board direction.
Dec	Board approves the final 2026 budget.

Considerations for 2026:

- Our program allocations within our unrestricted budget are directly linked to our strategic plan priorities. With a new strategic plan on the way, staff will integrate new program allocations to reflect our new plan.
- We anticipate a similar budget structure to 2025 in terms of income and expenses.
- We need to budget for a 3<sup>rd</sup> part rate study for our Rates and Charges, which would go into effect in 2027 if approved.
- We will need to remain nimble and innovative as we implement our new strategic plan in terms of capacity and resources as we continue big initiatives.

## **Strategic Planning Update**

The September Work Session will provide an opportunity for the Board to spend some time reviewing and providing feedback on Strategic Priorities and other draft plan elements, before staff proceed with drafting nested components of the plan and share priorities to the community for additional feedback via an electronic survey and at our Harvest Festival.

Please keep an eye out for electronic materials in preparation for this discussion.

Please see the updated strategic planning timeline:

Date	Activity	Objective	Who
July 23 <sup>rd</sup>	Strategic Planning Orientation	Orient Board to Strategic Planning process, objectives and materials @ July Board Meeting	Board & ED
July 31 <sup>st</sup> – August 26 <sup>th</sup>	Community Data Collection	High level community priorities survey	Community
August 4 <sup>th</sup>	Board Strategic Vision Session	Dream, brainstorm and reimagine TCD's mission and vision	Board & ED
August Staff Meeting	Staff Strategic Planning Discussion	Review planning process, Engage	ED & Staff
August 4 <sup>th</sup>	Set Priorities	Discuss Priorities, Engagement & Governance	Board & ED & Directors
August 27 <sup>th</sup>	Review Community Feedback	Review Community Feedback @ August Board Meeting	Board
August 27 <sup>th</sup> – September 24 <sup>th</sup>	Draft Plan	Draft plan format, mission, vision and priorities	Staff
September 24 <sup>th</sup> (Board Meeting)	Review Draft Priorities	Review draft strategic priorities for community survey @ September Board Meeting	Board
September 25 <sup>th</sup> – October 15 <sup>th</sup>	Draft Plan	Revise plan based on board feedback. Draft plan goals and metrics.	Staff
October 1 <sup>st</sup> – 15 <sup>th</sup>	Community Data Collection on Draft Priorities	Community feedback on draft priorities via electronic survey	Community
October 4 <sup>th</sup>	Community Data Collection on Draft Priorities	Community feedback on draft priorities at TCD Harvest Festival	Community
October 22 <sup>nd</sup>	Review Draft Plan Update	Review Draft Plan and Community Priorities Feedback at October Board Meeting	Board
October 23 <sup>rd</sup> – November 19 <sup>th</sup>	Finalize Plan	Revise plan based on Board feedback	Staff
November Board Meeting	Adopt Strategic Plan	Final review and approval of strategic plan	Board

## 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.



## Implementing the Thurston Climate Mitigation Plan

### October 2024-September 2025

#### EDUCATION

**TCD has held workshops, tours, volunteer events and trainings on topics highlighted in the TCMP. These events share the best available science and resources with the community, empowering them to adopt climate smart practices. Overall, 252 people participated in these programs highlighted below.**

##### A1.2 Nutrient Management

Manure Feasibility Study Workshop was a listening session engaging manure producers and users to identify barriers and opportunities to broaden use of composted manure as a local nutrient source for farms and gardens.



##### A2.1 Regenerative Agriculture

TCD hosted six separate events focused on regenerative practices. Topics included hedgerow information and installation, no-till drill seeder demonstration, irrigation demonstration at Piece by Piece farm, farm tours at Helsing Junction and Oyster Bay Farm featuring regenerative practices.

Hedgerows (as seen at left) have many co-benefits including carbon sequestration and creating wildlife habitat in small spaces.

##### Other:

TCD partnered with Mason Conservation to host a *Forestry Cost Share* workshop for small forest landowners featuring programs that provide incentives to prevent development and/or land use change of Thurston County forest land.

TCD's South Sound GREEN program partnered with the Nisqually River Education Project and Chehalis Basin Education Consortium to host a Summer Institute for Teachers titled *Climate Resilience: Ecology & Community in South Puget Sound*. Teachers gained knowledge on how climate change is affecting Thurston County's ecosystems and how they can help their students become more resilient.



68 teachers attended Summer Institute in June 2025





## RESTORATION

**TCD's restoration efforts provided more carbon sequestration opportunities contributing to the "offset emissions from other activities" as identified in the TCMP.**



### **A2: Support Ag Practices that Sequester Carbon**

Between October 2024 and September 2025, TCD installed 15,050 native trees and shrubs on 27.5 total acres

4,000 native trees and shrubs were installed along the Skookumchuck River (see left)

## AGRICULTURE BEST MANAGEMENT PRACTICES

**Funding from the Sustainable Farms and Fields program, Voluntary Stewardship Program, and the Climate Commitment Act, allowed TCD to implement the following climate smart Ag BMP's throughout the county:**

### **A1.2 Nutrient Management**

- 3 Manure storage structures installed (Code 313)
- 1 Denitrifying Bioreactor installed (Code 605)
- Equipment Rental: Manure spreader was rented 6 times over 26.22 total acres



A Denitrifying Bioreactor (above) uses carbon to manage nitrogen

### **A21. Regenerative Ag**

- Irrigation Efficiencies: 2 Irrigation Water Management Plans were written; two Irrigation Pipelines were installed (Code 430)
- Grazing Management: 2 Livestock structures installed (Code 576 ); 1,400 feet of Cross Fencing installed (Code 382); Temporary Fencing (Code 64)
- Energy Conservation: Livestock Pipeline (Code 516)
- Equipment Rental: The No Till Drill was rented two times over 4 total acres
- Soil Testing Program: 204 soil and nutrient tests completed; 178 soil reports completed with recommendations (124 organic, 48 conventional, 7 both organic and conventional)



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

# Nonpoint Newsletter

September 2025

## Welcome!

Welcome to the latest edition of the Southwest Regional Nonpoint Newsletter from the Washington State Department of Ecology! Below, you'll find our monthly updates on ongoing projects, events, and resources relating to nonpoint source pollution and water quality in southwestern Washington.

## Our Team



## Program Updates



## **Early Previews for Draft Chapters of the Voluntary Clean Water Guidance for Agriculture**

We are in the process of developing the remaining guidance chapters. As drafts become available, we are posting them for early preview ahead of a comment period this fall, when all remaining chapters will be shared. We recently posted our latest draft chapter on nutrient management. Visit our [Nonpoint guidance webpage](#) to preview draft materials currently available!

## **Upcoming Events**

### **Falls Fest**

#### **September 27th**

Visit the Department of Ecology's booth at [Falls Fest in Tumwater on September 27th!](#) We will be handing out riparian zone coloring sheets, sharing information about 6PPD, answering questions about our work, and using the Enviroscope to teach folks about water pollution. We hope to see you there!

## **Have An Event In Mind?**

**If you think your community event would benefit from having Water Quality staff present, let us know!**

# Tackling Nonpoint Pollution



## Tracking Nonpoint Pollution: August 2025

### Environmental Report Tracking System (ERTS)

In August, we received a total of **5 ERTS reports** from community members in southwestern Washington. See the attached table for the location of the reports by county.

### Watershed Evaluations:

In addition to responding to ERTS reports, our team proactively addresses nonpoint pollution through watershed evaluations. These evaluations involve visits to targeted areas during the wet season where we assess potential sites from public rights-of-way. In the month of August, we conducted a total of **5 watershed evaluations** as listed in the table above. During these evaluations a total of **14 new sites were identified** in southwestern Washington.

County	ERTS	Watershed Evals
Mason	0	2
Thurston	3	2
Pierce	0	0
Lewis	1	0
Grays Harbor	2	1
Pacific	0	0
Clallam	0	0
Jefferson	0	0
King	0	0
Cowlitz	0	0
Skamania	0	0
Wahkiakum	0	0
Clark	0	0

## Technical Assistance and Warning Letters:

Directly addressing ERTS reports and identified sites of concern from watershed evaluations, Ecology's Nonpoint staff generate and send Technical Assistance (TA) letters as a means of communicating

County	TA 1	TA 2	Warning Letter
Mason	0	0	0
Thurston	0	0	0
Pierce	0	0	0
Lewis	0	0	0
Grays Harbor	0	0	0
Pacific	0	0	0
Clallam	0	0	0
Jefferson	0	0	0
King	12	1	1
Cowlitz	0	1	0
Skamania	0	0	0
Wahkiakum	0	0	0
Clark	1	0	0

nonpoint related issues to landowners and establishing a collaborative plan for BMP implementation. If a landowner is unwilling or unresponsive regarding a nonpoint issue on their property a Warning Letter is issued in a final attempt to detail the violation and its potential consequences, available resources, and a timeline for compliance. In August 2025, our staff sent out a total of **15 TA letters and 1 Warning Letter** across southwestern Washington as depicted in the chart attached.

# Ecology Resources



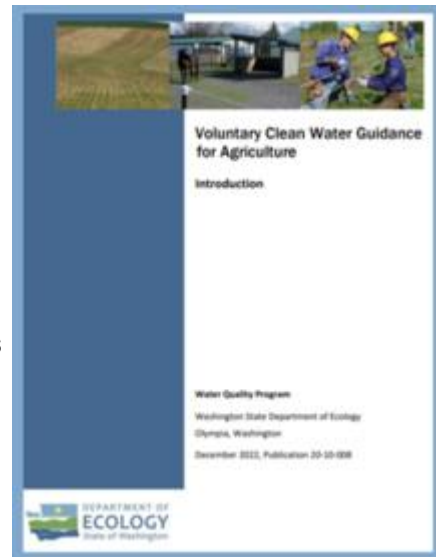
**Explore Nonpoint Pollution Strategies**



Our [Nonpoint Pollution Webpage](#) provides general information on nonpoint pollution, details about the types of pollutants we manage and our efforts to address them. It also covers our regulatory authority, ongoing statewide plans, the processes we use to collaborate with local partners and landowners and more.

### **Seeking More Information on Ecology's BMPs?**

Check out our [Voluntary Clean Water Guidance for Agriculture](#), a guide to water quality BMPs intended to support healthy farms while helping producers meet clean water standards. This guide complements existing resources like the NRCS Field Office Technical Guides and helps producers make productive water quality decisions during farm planning. Ecology uses this guidance for grant funding, watershed cleanup, technical assistance, and outreach, while supporting other programs in recommending water quality projects to landowners.



We are currently working on the remaining eight chapters that will be submitted to EPA alongside the Nonpoint Plan by December 31, 2025. These chapters will have their own formal comment period, anticipated for this fall. Ahead of this, we are posting draft materials for early preview as available on our [webpage](#). Four chapters are currently available to preview

### **Did You Know? Ecology Offers Language Services**

Ecology provides language services to ensure individuals whose primary language is not English can access important information about our programs and resources. Language services are available to community members and partners

collaborating with Ecology, including landowners and partner organizations/agencies.

We can help with:

- Information written in your preferred language
- Access to qualified interpreters, both in person and over the phone

For more information, please reach out to your Ecology Nonpoint staff contact

## Contact Us



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**To Report Environmental Concerns:**

**Online:** [Statewide Report Form](#)

**Email:** [swroerts@ecy.wa.gov](mailto:swroerts@ecy.wa.gov)

**Phone:** 360-407-6300

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