



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

May 28, 2024, 5:00 pm - 7:55 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: Plant Sale Recap, *Kiana Sinner*
3. Community Awards, *Sarah Moorehead*
4. Collective Bargaining Team & Timeline, *All*
5. Policy Development: Construction Change Orders, *Sarah Moorehead*
6. Conservation and Education Center (CEC) Development, *All*
7. Important Updates & Announcements
  - a. Board of Supervisors, *All*
  - b. Executive Director, *Sarah Moorehead (Executive Director)*

## Board Meeting

6:30 pm – 7:55 pm

- |  |                  |
|--|------------------|
| <b>1. Welcome, Introductions, Audio Recording Announcement</b>                           | <b>6:30 PM</b>   |
|  | <i>5 minutes</i> |
| <b>2. Agenda Review</b>  | <b>6:35 PM</b>   |
|  | <i>5 minutes</i> |
| <b>3. Consent Agenda – Action Item</b>   | <b>6:40 PM</b>   |
| A. April 23, 2024, Board Work Session & Meeting Minutes                                  | <i>5 minutes</i> |
| B. May 2024 Financial Report   |                  |
| C. WSCC Riparian Grant Program Funding Addendum  |                  |
| D. Sustainable Farms and Fields (SFF) Cost Share Project Addendum                        |                  |
| E. US Fish & Wildlife Service Restoring South Sound Prairies Funding Agreement Amendment |                  |
| F. RCO South Sound Outreach Funding Agreement  |                  |
| G. TCD Policy 2.4: Anti-Harassment Policy ( <i>Updated</i> )                             |                  |

H. #2022-08 RBR Cultural Resources Antiquity Consulting Amendment

- |   |                   |
|---|-------------------|
| <b>4. Public Comment</b>  | <b>6:45 PM</b>    |
| *Three minutes per person   | <i>10 minutes</i> |
| <b>5. Partner Reports (if present)</b>  | <b>6:55 PM</b>    |
| A. Natural Resources Conservation Service (NRCS), <i>Lynn Khuat</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. Welcome Board Supervisor Tompkins, TJ Johnson, (Chair)</b>                | <b>7:10 PM</b>    |
|   | <i>5 minutes</i>  |
| <b>7. Officer Elections, All – Action Item</b>                                  | <b>7:15 PM</b>    |
|   | <i>15 minutes</i> |
| <b>8. Rates and Charges, All – Action Item</b>                                  | <b>7:30 PM</b>    |
| A. Review of May 22 <sup>nd</sup> , 2024 Public Hearing Comments                | <i>20 minutes</i> |
| B. TCD Resolution #2024-03: Establishing A System of Rates & Charges            |                   |
| C. TCD Resolution #2024-04: Establishing A Rates & Charges Appeals Process      |                   |
| <b>9. Governance, All – Action Item</b>   | <b>7:50 PM</b>    |
| A. June 25, 2024 Work Session Topic List & Meeting Agenda Development           | <i>5 minutes</i>  |

**Adjourn** **7:55 PM**

**Informational Only Items:**

- I. Executive Director’s Report*
- II. 2023 TCD Annual Report*

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**Important Future Dates**

**May 2024**

- |  |           |
|--|-----------|
| Memorial Day TCD office closed   | May 27    |
| TCD Board Work Session & Meeting 5:00 - 7:55 p.m. In-person and Virtual (Zoom) | May 28    |
| WSCC Legislative Workshop, Ellensburg  | May 29-30 |

**June 2024**

- |  |            |
|--|------------|
| WADE Conference, Leavenworth, WA           | June 10-12 |
| WACD Board Meeting 6:00 - 8:30 p.m. (Zoom) | June 17    |
| Juneteenth TCD office closed               | June 19    |

TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom) June 25

**July 2024**

July 4th TCD office closed July 4  
WSCC Commission Meeting Board Meeting, Clark CD July 17 & 18  
TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom) July 23  
TCD Tabling at Thurston County Fair July 31- Aug 4

**August 2024**

NACD 2024 Summer Meeting, Boston, MA August 10-14  
WACD Board Meeting 6:00 - 8:30 p.m. (Zoom) August 19  
TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom) August 27

Item

3



# Thurston Conservation District Consent Agenda Decision Sheet May 28, 2024 Board Meeting

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- A. April 23, 2024 Board Meeting and Work Session Minutes
  - a. Proposed action: accept without amendment and approve.
  - b. Action was taken:
    - Passed
    - Moved for discussion during meeting
    - Tabled to a future meeting
  
- B. May 2024 Financial Report
  - a. Proposed action: accept without amendment and approve.
  - b. Action was taken:
    - Passed
    - Moved for discussion during meeting
    - Tabled to a future meeting
  
- C. WSCC Riparian Grant Program Funding Addendum
  - a. Proposed action: accept without amendment and approve.
  - b. Action was taken:
    - Passed
    - Moved for discussion during meeting
    - Tabled to a future meeting
  
- D. Sustainable Farms and Fields (SFF) Cost Share Project Addendum
  - a. Proposed action: accept without amendment and approve.
  - b. Action was taken:
    - Passed
    - Moved for discussion during meeting
    - Tabled to a future meeting
  
- E. US Fish & Wildlife Service Restoring South Sound Prairies Funding Agreement Amendment
  - a. Proposed action: accept without amendment and approve.
  - b. Action was taken:
    - Passed
    - Moved for discussion during meeting
    - Tabled to a future meeting
  
- F. RCO South Sound Outreach Funding Agreement Amendment
  - a. Proposed action: accept without amendment and approve.
  - b. Action was taken:
    - Passed
    - Moved for discussion during meeting
    - Tabled to a future meeting
  
- G. TCD Policy 2.4: Anti-Harassment Policy (Updated)
  - a. Proposed action: accept without amendment and approve.
  - b. Action was taken:
    - Passed
    - Moved for discussion during meeting
    - Tabled to a future meeting

H. #2022-08 RBR Cultural Resources Antiquity Consulting Amendment

a. Proposed action: accept without amendment and approve.

b. Action was taken:

Passed     Moved for discussion during meeting     Tabled to a future meeting

ADOPTED BY THE BOARD OF THE THURSTON CONSERVATION DISTRICT, WASHINGTON ON May 28, 2024, AND EFFECTIVE IMMEDIATELY

SIGNED:

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

\_\_\_\_\_  
Marianne Tompkins, Board Member

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

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

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

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

# Thurston Conservation District Board of Supervisors

## Work Session Minutes

April 23, 2024

Hybrid: In-Person and Virtual on Zoom

Originally Scheduled: 5:00 p.m. – 6:00 p.m.

Actual Meeting Time: 5:00 p.m. – 6:11 p.m.



### Present at Work Session:

TJ Johnson, TCD Board Chair

Helen Wheatley, TCD Board Supervisor

Doug Rushton, TCD Board Supervisor

David Iyall, TCD Board Supervisor

Marianne Tompkins, Board Member-Elect

Sarah Moorehead, TCD Executive Director

Sophia Barashkoff, TCD Staff

Tina Wagner, TCD Staff

Nora Carman-White, TCD Staff

Kirsten Hill, TCD Staff

Ben Cushman, TCD Legal Counsel

Levi Keesecker PhD, WSCC

Ronda Larson Kramer, Member of the Public

- 1        **1.** Topic List Review, *All*
- 2        **2.** Staff Presentation: Growers Conference Recap, *Tina Wagner and Nora Carman-White*
- 3        **3.** WSCC All Districts Meeting Debrief, *Sarah Moorehead and Doug Rushton*
- 4        **4.** Rates and Charges, *Sarah Moorehead*
- 5        **5.** Community Partner Presentation, WSCC Science Hub, Levi Keesecker, PhD, Science Hub
- 6            Lead
- 7        **6.** Conservation and Education Center (CEC) Development, *All*
- 8        **7.** Important Updates & Announcements
- 9            a. Board of Supervisors, *All*
- 10          b. Executive Director, *Sarah Moorehead*

Respectfully,

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TJ Johnson, TCD Board Chair

**Thurston Conservation District Board of Supervisors  
Regular Board Meeting Minutes**

April 23, 2024

Hybrid: In-Person and Virtual on Zoom

Originally Scheduled: 6:30 p.m. – 7:45 p.m.

Actual Meeting Time: 6:30 pm – 7:00 p.m.



**Present at Meeting:**

TJ Johnson, TCD Board Chair

Helen Wheatley, TCD Board Supervisor

Doug Rushton, TCD Board Supervisor

David Iyall, TCD Board Supervisor

Marianne Tompkins, Board Member-Elect

Sarah Moorehead, TCD Executive Director

Sophia Barashkoff, TCD Staff

Ben Cushman, TCD Legal Counsel

Ronda Larson Kramer, Member of the Public

**Summary of Action Items**

- 1           • **None.**

**Summary of Motions Passed**

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

5 *Supervisor Wheatley moved to approve the Consent Agenda. Supervisor Iyall seconded.*  
6 *Motion passed unanimously, (4-0).*

7 *Supervisor Wheatley moved to approve the Brumfield Construction Inc. Vendor Agreement.*  
8 *Supervisor Iyall seconded. Motion passed unanimously, (4-0).*

9 *Supervisor Rushton moved to approve the Thurston Conservation District 2024 Annual Plan.*  
10 *Supervisor Iyall seconded. Motion passed unanimously, (4-0).*

11 *Supervisor Iyall moved to adjourn the April 23, 2024 TCD Board Meeting. Supervisor Wheatley*  
12 *seconded. Motion passed unanimously, (4-0).*

**Full Version of the Minutes**

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13 **Welcome & Introductions**

14 At 6:30 p.m., TCD Board Chair TJ Johnson called the April 23, 2024 Regular Board Meeting to  
15 order. TCD Board, Staff, members of the public, and Legal Counsel were introduced by the  
16 Board Chair. For each vote, TCD Board Chair Johnson called out Supervisors by name. He  
17 announced that the meeting was being video recorded. TCD Supervisors Johnson, Iyall, Rushton  
18 and Wheatley and Executive Director Moorehead attended the meeting in person at the TCD  
19 office. Supervisor DeWreede was not in attendance and was excused.

20 **Agenda Review**

21 ***Supervisor Rushton moved to approve the Agenda. Supervisor Wheatley seconded. Motion***  
22 ***passed unanimously, (4-0).***

23 **Consent Agenda**

- 24 A. March 26, 2024, Board Work Session & Meeting Minutes  
25 B. April 2024 Financial Report  
26 C. FY24-26 Anchor QEA Vendor Agreement  
27 D. FY24-25 Bishop Contracting LLC Vendor Agreement  
28 E. FY24-27 WA State Department of Health (DOH) Eld Inlet Manure Management Funding  
29 Agreement  
30 F. FY24-25 WSCC Irrigation Efficiencies Funding Agreement  
31 G. FY22-27 ASRP Riverbend Phase 2 Funding Agreement-Budget Amendment

32 ***Supervisor Wheatley moved to approve the Consent Agenda. Supervisor Iyall seconded.***  
33 ***Motion passed unanimously, (4-0).***

34 **Public Comment**

35 Ronda Larson Kramer commented by sharing her concern for rural and conservation land loss  
36 due to the 2022 Urban Growth Area (UGA) Land Swap Law.

37 **Partner Reports**

- 38 A. Natural Resources Conservation Service (NRCS), Lynn Khuat  
39
  - Ms. Khuat was not present.

40 B. Washington State Conservation Commission (WSCC) Update, Jean Fike  
41 
  - Ms. Fike was not present.

42 C. Washington Association of Conservation Districts (WACD) Update, TCD Supervisor Doug  
43 Rushton  
44 
  - Supervisor Rushton provided an update.
  - WACD has a draft of their work plan for 2025 and is asking for comments by May  
45 10th.
  - A written update was provided to the board.

46  
47  
48 D. National Association of Conservation Districts (NACD) Update, TCD Supervisor and NACD  
49 Board Member Rushton  
50 
  - A written update was provided to the board.

51 **Appreciation of Board Service**

52 Appreciation of service for Helen Wheatley, TCD Board Supervisor whose term ends in June  
53 2024.

54 **Contract Award**

- 55 A. Brumfield Construction Inc. Vendor Agreement.  
56 TCD awarded Brumfield Construction Inc. a contract for large-scale restoration  
57 construction under the Aquatic Species Restoration Plan (ASR) along the Skookumchuck  
58 River at Riverbend Ranch.

59 ***Supervisor Wheatley moved to approve the Brumfield Construction Inc. Vendor Agreement.***  
60 ***Supervisor Iyall seconded. Motion passed unanimously, (4-0).***

61 **Governance**

- 62 A. 2024 Election Update  
63 B. Thurston Conservation District 2024 Annual Plan

64 ***Supervisor Rushton moved to approve the Thurston Conservation District 2024 Annual Plan.***  
65 ***Supervisor Iyall seconded. Motion passed unanimously, (4-0).***

- 66 C. June 25, 2024 Work Session Topic List & Meeting Agenda Development

67 **Work Session**

- 68 • Topic List Review, *All*  
69 • Staff Presentation: Plant Sale Recap, *Kiana Sinner*  
70 • Community Partner Presentation: *TBD*  
71 • Conservation & Education Center (CEC) Development, *All*  
72 • Important Updates & Announcements  
73 ○ Board of Supervisors, *All*  
74 ○ Executive Director, *Sarah Moorehead*

75 **Board Meeting Agenda**

- 76 • Welcome, Introductions, Audio Recording Announcement  
77 • Agenda Review  
78 • Consent Agenda  
79 ○ April 23, 2024 Board Work Session & Meeting Minutes  
80 ○ May 2024 Financial Report  
81 • Public Comment  
82 • Partner Reports (if present)  
83 ○ Natural Resources Conservation Service  
84 ○ Washington State Conservation Commission  
85 ○ Washington Association of Conservation Districts  
86 ○ National Association of Conservation Districts  
87 • Welcome Board Supervisor Tompkins  
88 • Officer Elections  
89 • Rates and Charges  
90 • Governance, *All*

- 91                   ○ June 25, 2024 Work Session Topic List & Meeting Agenda Development
- 92                   ● Executive Session: To discuss potential legal action with counsel.
- 93    ***Supervisor Iyall moved to adjourn the April 23, 2024 TCD Board Meeting. Supervisor Wheatley***
- 94    ***seconded. Motion passed unanimously, (4-0).***
- 95    **Adjourn 7:00 pm**

Respectfully,

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TJ Johnson, TCD Board Chair

# Thurston Conservation District

## May 2024 Financial Notes



### Year-to-Date (YTD) and April Profit & Loss

1. TCD continues to report YTD net losses (\$131,031) – even after the 1<sup>st</sup> big Rates & Charges installment (\$239,788) reported in April. This is largely due to the \$106,019 spent on tenant improvements for the new offices, which was paid for out of TCD’s Reserve fund.
2. However, TCD reported net income (\$117,507) for the month of April.

### Profit & Loss Previous Year Comparison

3. Overall the District is experiencing increases in expenditures this year compared to the same time last year. This increase can be attributed to the tenant improvement outlays, the rent increase, the Office365 migration, and increases in project expenses.

### Unrestricted Budget vs Actual

4. Overall, TCD is spending its Program Allocation budgets quickly for the first 4 months of the year – spending 42% of the budget when we are into 33% of the year.
5. The District has overspent on the following unrestricted budget line items. These budgets will need to be adjusted as part of the mid-year budget revision process.
  - a. Office Move
  - b. Computer Software

## Thurston Conservation District

## Profit &amp; Loss

05/24/24

January through April 2024

Accrual Basis

	<u>Jan - Apr 24</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>3400000 · Charges for Goods and Services</b>	
<b>3451100 · Soil/Water Conservation Service</b>	
3451110 · Soil Testing	3,704.93
3451120 · Nutrient Spreader Rentals	266.01
3451121 · No-Till Drill Rentals	398.22
3451130 · Poultry Equipment & Tool Rentals	215.14
3451140 · Plant Sales	19,969.35
3451150 · Partner Fee for Service	19,795.40
<b>Total 3451100 · Soil/Water Conservation Service</b>	<u>44,349.05</u>
<b>3417000 · Sales of Merchandise</b>	
3417020 · Event Ticket Income	8,187.21
<b>Total 3417000 · Sales of Merchandise</b>	<u>8,187.21</u>
<b>Total 3400000 · Charges for Goods and Services</b>	52,536.26
<b>3300000 · Grant Revenues</b>	654,052.83
<b>3600000 · Miscellaneous Revenues</b>	
3691000 · Sale of Surplus	12.00
3699100 · Miscellaneous Other	170.40
3685000 · Special Assessments - Service	291,959.47
3670000 · Nongovernmental Contributions	706.16
3610000 · Interest and Other Earnings	352.13
3620000 · Rents and Leases	0.00
<b>Total 3600000 · Miscellaneous Revenues</b>	<u>293,200.16</u>
<b>Total Income</b>	<u>999,789.25</u>
<b>Gross Profit</b>	999,789.25
<b>Expense</b>	
Equipment Allocation	0.00
Vehicle Allocation	0.00
Overhead Allocation	0.00
5531000 · Salaries & Benefits	722,232.00
5314000 · Intern Stipends	1,000.00
5314101 · Legal Fees & Services	10,000.00
5314102 · Audit & Accounting	1,818.25
5314103 · Computer Services	11,361.00
5314100 · Professional Services	84,154.92
5314400 · Advertising	2,019.57
5314203 · Printing Services	2,385.55
5314104 · Janitorial Services	2,525.00
5314501 · Office Rent	25,801.00
5314700 · Utilities	3,905.09
5314503 · Equipment Leases	1,996.72
5314504 · Vehicle Leases	2,061.93
5314200 · Communications	4,820.95
5313102 · Photocopier Usage	433.63
5354800 · Repairs & Maintenance	5,971.82

## Thurston Conservation District

## Profit &amp; Loss

January through April 2024

05/24/24

Accrual Basis

	<u>Jan - Apr 24</u>
5314505 · Software Licenses	19,590.06
5313101 · Office Supplies	2,706.95
5314202 · Postage & Shipping	1,046.90
5314902 · Organizational Dues	1,000.00
5314307 · Licenses and Permits	1,705.66
5314117 · Soil Testing	1,926.47
5313401 · Plants for Resale	14,974.78
Project Expenses	24,227.35
5314302 · Staff - Conference & Training	2,448.22
5314306 · Board - Conference & Training	379.01
5314300 · Staff - Travel	7,510.75
5314301 · Board Travel	576.52
5314108 · Construction & Restoration Work	29,296.14
5314110 · Bank Fees & Interest Charges	0.00
5314600 · Liability Insurance Premiums	10,905.00
66300 · Sales Tax Adjustments	415.97
5945360 · Capital Outlays	
5945369 · Tenant Improvements	106,018.96
5945368 · Rental Equipment	9,643.39
5945367 · Restoration Equipment	4,252.70
5945363 · Equipment & Office Furniture	931.08
5945364 · Computer Hardware	3,278.93
5945366 · Vehicle Purchases	5,497.80
<b>Total 5945360 · Capital Outlays</b>	<u>129,622.86</u>
<b>Total Expense</b>	<u>1,130,820.07</u>
<b>Net Ordinary Income</b>	<u>-131,030.82</u>
<b>Net Income</b>	<u><u>-131,030.82</u></u>

## Thurston Conservation District

## Profit &amp; Loss

April 2024

05/24/24

Accrual Basis

	<u>Apr 24</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
3400000 · Charges for Goods and Services	
3451100 · Soil/Water Conservation Service	
3451110 · Soil Testing	1,292.90
3451120 · Nutrient Spreader Rentals	131.07
3451130 · Poultry Equipment & Tool Rentals	206.77
3451140 · Plant Sales	-91.61
<b>Total 3451100 · Soil/Water Conservation Service</b>	<u>1,539.13</u>
<b>Total 3400000 · Charges for Goods and Services</b>	1,539.13
3300000 · Grant Revenues	137,165.55
3600000 · Miscellaneous Revenues	
3685000 · Special Assessments - Service	239,788.34
3610000 · Interest and Other Earnings	16.55
3620000 · Rents and Leases	-131.88
<b>Total 3600000 · Miscellaneous Revenues</b>	<u>239,673.01</u>
<b>Total Income</b>	<u>378,377.69</u>
<b>Gross Profit</b>	378,377.69
<b>Expense</b>	
Vehicle Allocation	0.00
Overhead Allocation	0.00
5531000 · Salaries & Benefits	177,576.44
5314101 · Legal Fees & Services	4,000.00
5314102 · Audit & Accounting	640.25
5314100 · Professional Services	27,682.04
5314400 · Advertising	1,031.72
5314203 · Printing Services	524.34
5314104 · Janitorial Services	875.00
5314501 · Office Rent	8,427.00
5314700 · Utilities	478.63
5314503 · Equipment Leases	469.69
5314504 · Vehicle Leases	610.67
5314200 · Communications	1,094.23
5313102 · Photocopier Usage	267.72
5354800 · Repairs & Maintenance	3,347.89
5314505 · Software Licenses	8,042.81
5313101 · Office Supplies	382.39
5314202 · Postage & Shipping	151.79
5314307 · Licenses and Permits	10.00
5314117 · Soil Testing	800.30
Project Expenses	2,353.00
5314302 · Staff - Conference & Training	192.40
5314306 · Board - Conference & Training	103.12
5314300 · Staff - Travel	989.21
5314108 · Construction & Restoration Work	3,495.12
5314110 · Bank Fees & Interest Charges	-50.00
5314600 · Liability Insurance Premiums	2,726.25

**Thurston Conservation District**  
**Profit & Loss**  
**April 2024**

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	<u>Apr 24</u>
5945360 · Capital Outlays	
5945368 · Rental Equipment	9,643.39
5945367 · Restoration Equipment	4,252.70
5945363 · Equipment & Office Furniture	739.52
5945364 · Computer Hardware	12.95
	<hr/>
<b>Total 5945360 · Capital Outlays</b>	<b>14,648.56</b>
	<hr/>
<b>Total Expense</b>	<b>260,870.57</b>
	<hr/>
<b>Net Ordinary Income</b>	<b>117,507.12</b>
	<hr/>
<b>Net Income</b>	<b>117,507.12</b>
	<hr/> <hr/>

**Thurston Conservation District**  
**Profit & Loss Prev Year Comparison**  
**January through April 2024**

	Jan - Apr 24	Jan - Apr 23	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
3400000 · Charges for Goods and Services				
3451100 · Soil/Water Conservation Service				
3451110 · Soil Testing	3,704.93	3,353.53	351.40	10.5%
3451120 · Nutrient Spreader Rentals	266.01	218.10	47.91	22.0%
3451121 · No-Till Drill Rentals	398.22	0.00	398.22	100.0%
3451130 · Poultry Equipment & Tool Rentals	215.14	354.62	-139.48	-39.3%
3451140 · Plant Sales	19,969.35	16,419.02	3,550.33	21.6%
3451150 · Partner Fee for Service	19,795.40	2,324.28	17,471.12	751.7%
<b>Total 3451100 · Soil/Water Conservation Service</b>	<b>44,349.05</b>	<b>22,669.55</b>	<b>21,679.50</b>	<b>95.6%</b>
3417000 · Sales of Merchandise				
3417020 · Event Ticket Income	8,187.21	0.00	8,187.21	100.0%
<b>Total 3417000 · Sales of Merchandise</b>	<b>8,187.21</b>	<b>0.00</b>	<b>8,187.21</b>	<b>100.0%</b>
<b>Total 3400000 · Charges for Goods and Services</b>	<b>52,536.26</b>	<b>22,669.55</b>	<b>29,866.71</b>	<b>131.8%</b>
3300000 · Grant Revenues	654,052.83	894,835.69	-240,782.86	-26.9%
3600000 · Miscellaneous Revenues				
3691000 · Sale of Surplus	12.00	0.00	12.00	100.0%
3699100 · Miscellaneous Other	170.40	0.00	170.40	100.0%
3685000 · Special Assessments - Service	291,959.47	273,430.93	18,528.54	6.8%
3670000 · Nongovernmental Contributions	706.16	1,100.00	-393.84	-35.8%
3610000 · Interest and Other Earnings	352.13	71.27	280.86	394.1%
3620000 · Rents and Leases	0.00	220.80	-220.80	-100.0%
<b>Total 3600000 · Miscellaneous Revenues</b>	<b>293,200.16</b>	<b>274,823.00</b>	<b>18,377.16</b>	<b>6.7%</b>
<b>Total Income</b>	<b>999,789.25</b>	<b>1,192,328.24</b>	<b>-192,538.99</b>	<b>-16.2%</b>
<b>Gross Profit</b>	<b>999,789.25</b>	<b>1,192,328.24</b>	<b>-192,538.99</b>	<b>-16.2%</b>
<b>Expense</b>				
Equipment Allocation	0.00	0.00	0.00	0.0%
Vehicle Allocation	0.00	0.00	0.00	0.0%
Overhead Allocation	0.00	0.00	0.00	0.0%
5531000 · Salaries & Benefits	722,232.00	555,409.20	166,822.80	30.0%
5314000 · Intern Stipends	1,000.00	2,940.00	-1,940.00	-66.0%
5314101 · Legal Fees & Services	10,000.00	18,003.25	-8,003.25	-44.5%
5314102 · Audit & Accounting	1,818.25	1,589.10	229.15	14.4%
5314103 · Computer Services	11,361.00	7,511.00	3,850.00	51.3%
5314100 · Professional Services	84,154.92	171,592.43	-87,437.51	-51.0%
5314400 · Advertising	2,019.57	730.20	1,289.37	176.6%
5314203 · Printing Services	2,385.55	2,477.54	-91.99	-3.7%
5314104 · Janitorial Services	2,525.00	2,700.00	-175.00	-6.5%
5314501 · Office Rent	25,801.00	17,472.00	8,329.00	47.7%
5314700 · Utilities	3,905.09	2,663.43	1,241.66	46.6%
5314503 · Equipment Leases	1,996.72	1,310.92	685.80	52.3%
5314504 · Vehicle Leases	2,061.93	1,838.22	223.71	12.2%
5314200 · Communications	4,820.95	4,086.14	734.81	18.0%
5313102 · Photocopier Usage	433.63	551.52	-117.89	-21.4%
5354800 · Repairs & Maintenance	5,971.82	1,655.74	4,316.08	260.7%
5314505 · Software Licenses	19,590.06	3,709.85	15,880.21	428.1%
5313101 · Office Supplies	2,706.95	1,802.88	904.07	50.2%
5314202 · Postage & Shipping	1,046.90	1,228.67	-181.77	-14.8%
5314902 · Organizational Dues	1,000.00	1,345.00	-345.00	-25.7%
5314307 · Licenses and Permits	1,705.66	675.00	1,030.66	152.7%
5314117 · Soil Testing	1,926.47	830.02	1,096.45	132.1%
5313401 · Plants for Resale	14,974.78	19,967.15	-4,992.37	-25.0%
Project Expenses	24,227.35	21,498.16	2,729.19	12.7%
5314302 · Staff - Conference & Training	2,448.22	3,637.00	-1,188.78	-32.7%
5314306 · Board - Conference & Training	379.01	0.00	379.01	100.0%
5314300 · Staff - Travel	7,510.75	7,490.84	19.91	0.3%

**Thurston Conservation District**  
**Profit & Loss Prev Year Comparison**  
**January through April 2024**

	Jan - Apr 24	Jan - Apr 23	\$ Change	% Change
5314301 · Board Travel	576.52	0.00	576.52	100.0%
5314119 · Cultural Resources	0.00	23,328.40	-23,328.40	-100.0%
5314108 · Construction & Restoration Work	29,296.14	58,845.02	-29,548.88	-50.2%
5314109 · Cost Share	0.00	10,720.22	-10,720.22	-100.0%
5314110 · Bank Fees & Interest Charges	0.00	71.25	-71.25	-100.0%
5314600 · Liability Insurance Premiums	10,905.00	9,730.32	1,174.68	12.1%
66300 · Sales Tax Adjustments	415.97	118.03	297.94	252.4%
66900 · Reconciliation Discrepancies	0.00	-0.01	0.01	100.0%
5945360 · Capital Outlays				
5945369 · Tenant Improvements	106,018.96	0.00	106,018.96	100.0%
5945368 · Rental Equipment	9,643.39	57,454.38	-47,810.99	-83.2%
5945367 · Restoration Equipment	4,252.70	68,281.37	-64,028.67	-93.8%
5945363 · Equipment & Office Furniture	931.08	470.03	461.05	98.1%
5945364 · Computer Hardware	3,278.93	1,513.19	1,765.74	116.7%
5945366 · Vehicle Purchases	5,497.80	0.00	5,497.80	100.0%
<b>Total 5945360 · Capital Outlays</b>	<b>129,622.86</b>	<b>127,718.97</b>	<b>1,903.89</b>	<b>1.5%</b>
<b>Total Expense</b>	<b>1,130,820.07</b>	<b>1,085,247.46</b>	<b>45,572.61</b>	<b>4.2%</b>
<b>Net Ordinary Income</b>	<b>-131,030.82</b>	<b>107,080.78</b>	<b>-238,111.60</b>	<b>-222.4%</b>
<b>Net Income</b>	<b>-131,030.82</b>	<b>107,080.78</b>	<b>-238,111.60</b>	<b>-222.4%</b>

## Thurston Conservation District

## Balance Sheet

As of April 30, 2024

05/24/24

Accrual Basis

	Apr 30, 24
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
3088010 · Checking-103 Beneficial	114,869.45
3081001 · Checking-7444 Timberland	980.37
3088020 · Savings Accounts	
3088021 · Saving-116 Beneficial Reserve	4,151.23
3088022 · Saving-129 Beneficial CEC	114,023.64
<b>Total 3088020 · Savings Accounts</b>	118,174.87
3088030 · Counter Cash	100.00
3088040 · PayPal Account	6,876.95
<b>Total Checking/Savings</b>	241,001.64
<b>Accounts Receivable</b>	457,984.92
<b>Other Current Assets</b>	
3090500 Prepaid Accounts	
3090509 · Other Prepaid Expenses	400.00
3090501 · Prepaid Insurance	11,373.00
3090507 · Security Deposit - Tilley Court	8,427.00
<b>Total 3090500 Prepaid Accounts</b>	20,200.00
3091000 · 309.10.00 Inventory Asset	2,770.56
3092000 · 309.20.00 Cash on Hand	239,735.34
<b>Total Other Current Assets</b>	262,705.90
<b>Total Current Assets</b>	961,692.46
<b>TOTAL ASSETS</b>	<b>961,692.46</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	44,772.14
<b>Credit Cards</b>	
Wells Fargo	2,027.84
<b>Total Credit Cards</b>	2,027.84
<b>Other Current Liabilities</b>	
3471000 · Grant Advances	
3471100 · RCO Advances	
3471110 · R050 Riverbend Advances	43,303.67
<b>Total 3471100 · RCO Advances</b>	43,303.67
<b>Total 3471000 · Grant Advances</b>	43,303.67
3861100 · Sales Tax Payable	402.38
3861000 · Payroll Liabilities	145,273.14
<b>Total Other Current Liabilities</b>	188,979.19
<b>Total Current Liabilities</b>	235,779.17
<b>Total Liabilities</b>	235,779.17
<b>Equity</b>	725,913.29
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>961,692.46</b>

# 2024 Unrestricted Budget vs Actual



April 33.33%

	Account Name	2024 Budget	2024 Actual	\$ Over Budget	% of Budget	Jan Actual
1	<input type="checkbox"/> Income	1,093,134	419,673	-673,461	38.39%	33,045.11
2	<input type="checkbox"/> Retail Sales	71,111	28,409	-42,702	39.95%	6,777.10
3	<input type="checkbox"/> Food Production and Consumption	2,111	215	-1,896	10.19%	0.00
4	Poultry Equipment & Tool Rentals	2,111	215	-1,896	10.19%	
5	<input type="checkbox"/> Soil Conservation and Health	9,399	4,630	-4,769	49.26%	817.59
6	Soil Testing	7,136	4,012	-3,124	56.22%	817.59
7	Nutrient Spreader Rentals	763	220	-543	28.88%	
8	No-Till Drill Rentals	1,500	398.22	-1,102	26.55%	
9	<input type="checkbox"/> Community Outreach and Education	52,247	19,969	-32,278	38.22%	5,145.97
10	Plant Sales	51,647	19,969	-31,678	38.67%	5,145.97
11	TCD Swag Shop	600	0	-600	0.00%	
12	<input type="checkbox"/> Water Quality & Quantity and Protection & Restoration of Ecosystems	7,159	2,354	-4,805	32.88%	593.35
13	Partner Fee for Service - Restoration Crew	7,159	2,354	-4,805	32.88%	593.35
14	<input type="checkbox"/> Other Income	195	1,241	1,046	636.25%	220.19
15	Contributions Private	0	706	706	N/A	
16	Rental Income	0	0	0	N/A	
17	Interest Income	195	352	157	180.58%	37.79
18	Miscellaneous Income	0	182	182	N/A	182.40
19	<input type="checkbox"/> Grant Revenue	128,935	0	-128,935	0.00%	0.00
21	Rates and Charges	562,182	291,959	-270,223	51.93%	2,204.84
22	<input type="checkbox"/> Overhead	330,906	99,305	-231,601	30.01%	24,063.17
23	Overhead Allocation	312,436	92,652	-219,784	29.65%	23,063.53
24	Vehicle Allocation	18,470	6,652	-11,818	36.02%	999.64
25	2023 Carry Overs	17,804	0	-17,804	0.00%	
26	<input type="checkbox"/> Program Allocation	455,131	191,304	-263,827	42.03%	38,871.08
27	<input type="checkbox"/> Local Food Production and Consumption	16,600	7,754	-8,846	46.71%	992.56
28	Poultry Equipment Rentals	16,600	7,754	-8,846	46.71%	992.56
29	<input type="checkbox"/> Producer Support & Preservation and Expansion of Working Lands	1,000	89	-911	8.87%	0.00
30	Working Lands Preservation Initiative	1,000	89	-911	8.87%	0.00
31	<input type="checkbox"/> Water Quality & Quantity and Protection & Restoration of Ecosystems	7,159	851	-6,308	11.89%	45.44
32	Restoration Crew & Equipment	7,159	851	-6,308	11.89%	45.44
33	<input type="checkbox"/> Soil Conservation and Health	39,227	19,144	-20,083	48.80%	3,343.29
34	Soil Health Testing	29,455	14,864	-14,591	50.46%	2,575.72
35	Nutrient Spreader Rentals	8,272	3,681	-4,591	44.50%	637.57
36	No-Till Drill Rentals	1,500	599	-901	39.92%	130.00
37	<input type="checkbox"/> Community Outreach and Engagement	212,239	79,960	-132,279	37.67%	13,282.56
38	Conservation & Education Center	77,076	8,286	-68,790	10.75%	538.20
39	District Communications	61,875	26,750	-35,125	43.23%	10,406.10
40	Plant Sale	57,805	34,538	-23,267	59.75%	704.80
41	Elections	15,483	10,387	-5,096	67.09%	1,633.46
42	<input type="checkbox"/> Adult and Youth Conservation Education	47,870	24,460	-23,410	51.10%	6,991.99
43	South Sound Green	41,670	20,534	-21,136	49.28%	6,340.92

	Account Name	2024 Budget	2024 Actual	\$ Over Budget	% of Budget	Jan Actual
44	Teens in Thurston Volunteer Program	4,200	1,925	-2,275	45.84%	283.87
45	Envirothon	2,000	2,000	0	100.00%	367.20
46	<input type="checkbox"/> Climate Change Adaptation & Mitigation and Other Strategic Plan Priorities	131,036	59,046	-71,990	45.06%	14,215.24
47	Conservation TA	88,313	40,347	-47,966	45.69%	10,343.53
48	Investing in Future Conservation	42,723	18,699	-24,024	43.77%	3,871.71
49	<input type="checkbox"/> Administrative Expenses	655,807	213,498	-442,309	32.56%	57,488.75
50	Administrative Salaries & Benefits	326,650	109,780	-216,870	33.61%	25,773.27
51	<input type="checkbox"/> Professional Services	74,672	21,628	-53,044	28.96%	5,298.19
52	Legal Services	24,000	10,000	-14,000	41.67%	2,000.00
53	Audit & Accounting	16,127	1,731	-14,396	10.73%	395.19
54	Computer Services	29,545	9,897	-19,648	33.50%	2,903.00
55	Professional Services	5,000	0	-5,000	0.00%	
56	<input type="checkbox"/> Facility, Vehicles and Maintenance	174,074	63,117	-110,957	36.26%	21,714.10
57	Janitorial Services	7,800	1,575	-6,225	20.19%	
58	Office Rent	101,064	25,281	-75,783	25.01%	8,427.00
59	Utilities	7,140	1,244	-5,896	17.42%	252.65
60	Equipment Leases	3,611	1,232	-2,379	34.11%	452.65
61	Vehicle Leases	6,166	2,062	-4,104	33.44%	499.06
62	5966604 · Vehicle Purchase	0	0	0	N/A	
63	Office Move (A039)	17,804	18,889	1,086	106.10%	10,323.34
64	Communications	13,630	4,596	-9,034	33.72%	1,124.99
65	Photocopier Usage	1,031	434	-597	42.06%	165.91
66	Vehicle Repairs & Maintenance	4,098	1,627	-2,471	39.70%	37.23
67	Computer Hardware Purchases	3,000	420	-2,580	13.99%	
68	Computer Software	4,250	4,902	652	115.35%	382.01
69	Equipment & Office Furniture	4,480	856	-3,624	19.10%	49.26
70	<input type="checkbox"/> Supplies	10,799	3,596	-7,203	33.30%	1,183.96
71	Office Supplies	4,450	2,487	-1,963	55.89%	144.85
72	Postage & Shipping	300	74	-226	24.65%	14.11
73	Organizational Dues	5,949	1,000	-4,949	16.81%	1,000.00
74	Licenses & Permits	100	35	-65	35.00%	25.00
75	<input type="checkbox"/> Conferences, Training and Travel	34,462	4,472	-29,990	12.98%	792.98
76	Staff Conference & Training (A037)	16,629	1,462	-15,167	8.79%	71.06
77	Board Conference and Training Fees	2,500	0	-2,500	0.00%	
78	Board Meeting Snacks	750	323	-427	43.03%	77.21
79	Staff Travel	13,083	2,688	-10,395	20.54%	644.71
80	Board Travel	1,500	0	-1,500	0.00%	
81	<input type="checkbox"/> Insurance and Banking	35,150	10,905	-24,245	31.02%	2,726.25
82	Bank Fees & Interest Charges	650	0	-650	0.00%	
83	Liability Insurance Premiums	34,500	10,905	-23,595	31.61%	2,726.25
84	Late Fees & Penalties	0	0	0	N/A	
85	<input type="checkbox"/> Savings	0	0	0	N/A	0.00
86	Reserve Fund		0	0	N/A	
87	Conservation Education Center Savings Plan		0	0	N/A	
88	Net Income (Surplus or Deficit)	0	14,871	14,871	N/A	-63,314.72

# 2024 Restricted Budgets vs Actuals



As of April 30, 2024

	Grant Name	Account Number	Grant Number	Grant Start Date	Grant End Date	Total Grant Amount	Official Remaining	2024 Budget	2024 Actual	2024 Remaining Budget	% of Total Time	% of Total Budget Spent
1	<b>RCO</b>											
2	ASRP Riverbend Phase 2	R050	20-1908	03/28/22	06/30/27	7,673,670	6,700,919	2,575,149	73,025	2,502,124	39.82%	12.68%
3	SRFB Cozy Valley	R060	21-1089C	09/23/21	12/30/24	132,778	29,890	34,125	4,235	29,890	79.58%	77.49%
4	ESRP Zangle Cove	R070	20-1517R	07/01/21	12/31/23	110,072	36,011	40,713	4,823	35,890	113.24%	67.28%
5	Oregon Spotted Frog (OSF) Outreach	R080		01/01/23	01/01/25	32,550	4,403	20,118	15,716	4,403	66.39%	86.47%
6	ESRP Lower Eld Bulkhead Removal	R090		07/01/23	07/01/26	125,200	120,800	121,871	3,243	118,628	27.80%	3.51%
7	<b>Federal</b>											
8	Frogs on Farm Cost Share	US80		08/15/20	08/15/25	93,135	64,439	68,805	4,366	64,439	74.17%	30.81%
9	USFWS Restoring South Sound Prairies	US90		07/01/22	07/01/27	190,000	157,914	1,000	112	888	36.67%	16.89%
10	<b>WSCC</b>											
11	FY23-25 Livestock	W025	24-13-LT	07/01/23	06/30/25	20,000	15,195	10,663	0	10,663	41.72%	24.02%
12	Skookumchuck Planting	W030	20-13-ER	04/01/20	06/30/25	744,780	201,917	151,367	13,662	137,705	77.78%	72.89%
13	FY21-25 Flood Chehalis	W050	22-13-FL	09/01/21	06/30/25	261,333	96,927	102,550	34,553	67,997	69.55%	62.91%
14	FY23-25 Shellfish Cost Share	W060	24-13-SH	11/27/23	06/30/25	125,000	117,659	123,396	5,737	117,659	26.80%	5.87%
15	FY23-24 CREP	W070	24-13-CE	07/01/23	06/30/24	56,251	6,792	22,717	15,925	6,792	83.33%	87.92%
16	FY23-25 NRI Cost Share	W080	24-13-NR	08/21/23	06/30/25	81,222	54,036	59,981	6,107	53,873	37.35%	33.47%
17	FY23-24 Engineering	W100	24-13-PE	09/27/23	06/30/24	82,500	4,447	47,805	43,357	4,447	78.06%	94.61%
18	FY24-25 Salmon Riparian	W110	24-13-SRF	02/27/24	06/30/25	207,514	203,644	78,218	3,870	74,348	13.06%	1.86%
19	FY23-24 Sustainable Farms and Fields	W120	24-13-SFF	08/17/23	06/30/24	52,798	4,194	25,323	21,129	4,194	80.88%	92.06%
20	Forest Health and Community Wildfire Resiliency	W130	24-13-FH	09/22/23	06/30/25	471,000	396,154	379,633	63,526	316,107	34.26%	15.89%
21	Irrigation Efficiencies	W140	22-13-IE	04/03/24	06/30/25	45,778	45,667	17,108	111	16,997	6.17%	0.24%
22	FY21-25 Chehalis Lead	W150	22-13-RIT	10/01/21	06/30/25	102,000	30,998	28,815	12,225	16,591	68.88%	69.61%
23	FY21-25 Community Engagement Plan	W160	22-13-CEP	02/20/24	06/30/25	17,500	17,500	5,905	0	5,905	14.29%	0.00%
24	FY 24-25 Riparian Grant Program (RGP)	W170	24-13-RGP	04/15/24	06/30/25	913,763	913,763	495,744	0	495,744	3.62%	0.00%
25	FY23-24 SCC Sponsorship GREEN Congress	W086.2	24-13-IM	11/06/23	06/30/24	5,000	4,084	5,000	916	4,084	74.37%	18.32%
26	FY23- 24 SCC Sponsorship Climate Change & Food	W086.3	24-13-IM	01/10/24	06/30/24	5,000	0	5,000	5,000	0	Closed	100.00%
27	FY24 Election Swag	W086.4	24-13-IM	01/22/24	06/30/24	245	0	245	245	221	62.11%	100.00%
28	FY24 SoilCon	W086.5	24-13-IM	01/29/24	06/30/24	821	0	821	821	221	60.39%	100.00%

	Grant Name	Account Number	Grant Number	Grant Start Date	Grant End Date	Total Grant Amount	Official Remaining	2024 Budget	2024 Actual	2024 Remaining Budget	% of Total Time	% of Total Budget Spent
29	FY24 VSP Facilitator for SCC	W086.6	24-13-IM	02/05/24	06/30/24	4,000	221	4,000	3,779	221	58.50%	94.48%
30	March SCC All District Meeting	W086.7	24-13-IM	04/01/24	06/30/24	1,000	0	1,000	1,000	221	32.97%	100.00%
31	SCC Soil Testing Support	W086.8	24-13-IM	04/14/24	06/30/24	1,150	1,150	1,150	0	221	21.79%	0.00%
32	<b>Thurston County</b>											
33	FY23-25 VSP	TC400		07/01/23	06/30/25	227,500	129,830	116,968	42,457	74,511	41.72%	42.93%
34	FY23-25 VSP Cost Share	TC450		08/08/23	06/30/25	531,781	477,116	317,455	23,626	293,830	38.53%	10.28%
35	<b>Miscellaneous</b>											
36	ESRP Shore Friendly Phase 3	M035		07/01/23	06/30/25	388,883	271,316	259,950	37,173	222,777	41.72%	30.23%
37	Agri-Park Feasibility Study GIS Work	M055		10/12/23	03/31/24	5,387	-2	72	74	-2	Closed	100.04%
38	2024 City of Olympia Urban Farmland	M065		01/01/24	12/31/24	203,038	158,397	203,038	44,641	158,397	33.06%	21.99%
39	GRuB Beginning Farmer Development	M066		01/01/24	08/31/25	10,259	10,001	5,119	258	4,860	19.87%	2.52%
40	Sentinel Landscape Program (SLP)	M075		10/01/21	06/30/28	1,279,225	546,459	311,196	121,703	189,493	38.26%	57.28%
41	One Tree Planted	M085		09/03/21	until spent	33,076	28,543	9,337	2,991	6,346	N/A	13.71%
42	WCRRR Prairie Habitat Enhancement	M095	2022-06	01/01/22	06/30/25	111,954	73,953	29,468	5,640	23,828	66.64%	33.94%
43	WFC Meyer Phase 2	M100		01/01/23	09/01/25	106,546	61,237	71,274	17,933	53,341	49.85%	42.53%
44	FY23-25 Pierce County Shellfish NTA	M600		12/01/23	09/30/25	191,000	169,657	85,100	21,343	63,757	22.69%	11.17%
45	FY24 WSDA Local Food Infrastructure	M700		02/14/24	06/30/24	22,917	168	22,917	22,749	168	55.80%	99.27%
46	<b>South Sound GREEN</b>											
47	FY24 Interlocal	G019-SS		01/01/24	12/31/24	64,160	43,751	64,160	20,409	43,751	33.06%	31.81%
48	Embrace the Stream	G019.30		08/01/22	until spent	5,035	262	262	0	262	N/A	94.80%
49	FY23-24 WSC Mini Grant	G019.50		12/12/23	12/31/24	500	291	500	209	291	36.53%	41.72%
50	NFWF Five Star	G019.10		09/01/23	06/30/24	12,375	3,876	8,097	4,221	3,876	79.93%	68.67%
51	FY23-25 Outdoor Learning	G019.10		10/01/23	06/30/25	38,825	33,666	23,690	4,319	19,371	33.33%	13.29%
52	Dawkins 2023	G019.28		01/01/23	until spent	20,000	367	5,409	5,042	367	N/A	98.16%
53	Dawkins 2024	G019.28		01/01/24	until spent	20,750	20,302	18,291	448	17,843	N/A	2.16%
54	2023 Community Foundation	G019.29		10/25/23	until spent	2,500	2,500	2,500	0	2,500	N/A	0.00%
55	Carlson Charitable	G019.31		12/05/23	12/31/24	2,500	2,225	2,500	275	2,225	37.66%	11.00%
56	2024 Squaxin	G019.85		02/01/24	until spent	2,250	2,250	2,250	0	2,250	N/A	0.00%
57	<b>Teens in Thurston Volunteer Program</b>									0		
58	Nisqually TNT 2023	T070		01/06/23	until spent	5,375	3,654	3,654	0	3,654	N/A	32.03%
59	Nisqually TNT 2024	T070		01/01/24	until spent	5,581	5,581	5,581	0	5,581	N/A	0.00%
60	<b>Envirothon Program</b>									0		
61	2023 Chehalis Tribe Envirothon	T040		01/23/23	until spent	5,000	0	113	113	0	N/A	100.00%
62	2023 Pork Blakely Envirothon	T040		03/02/23	until spent	500	266	500	234	266	N/A	46.85%
63	2024 Olympia Food Co-op Envirothon	T040		01/01/24	until spent	50	50	50	0	50	N/A	0.00%

	Grant Name	Account Number	Grant Number	Grant Start Date	Grant End Date	Total Grant Amount	Official Remaining	2024 Budget	2024 Actual	2024 Remaining Budget	% of Total Time	% of Total Budget Spent
64	<b>PARTNERS</b>									0		
65	OlyEcosystems	P400		01/01/24	01/31/24	16,500	3,187	16,500	13,313	3,187	390.32%	80.69%
66	WA Dept of Fish and Wildlife	P600		01/29/24	02/01/24	6,925	1,236	4,406	3,170	1,236	2,325.00%	82.15%

**Thurston Conservation District**  
**Payment Report**  
**April 2024**

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Credit Card Charge	12695	04/01/2024	Amazon	UNRESTRICTED:A010 - Administrative Expenses	5945364 · Computer Hardware	12.95
Check	EFT	04/01/2024	Delta Dental	UNRESTRICTED:A010 - Administrative Expenses	5531212 · Dental Benefits	2,053.50
Credit Card Charge	12686	04/01/2024	Tenino Market Fresh	WSCC:W030 - EAR Skookumchuck	5314107 · Project Supplies	11.52
Check	EFT	04/01/2024	Tilley Court Caves, LLC	UNRESTRICTED:A010 - Administrative Expenses	5314501 · Office Rent	8,427.00
Check	EFT	04/02/2024	Comcast	UNRESTRICTED:A010 - Administrative Expenses	5314204 · Internet Services	65.03
Credit Card Charge	12675	04/02/2024	Featherman Equipment	MISC:M700 - WSDA Local Food Infrastructure	5945368 · Rental Equipment	6,484.84
Credit Card Charge	12697	04/02/2024	Half Moon Sanitation	WSCC:W120 -FY23-24 Sustainable Farms and Field	5314503 · Equipment Leases	210.00
Credit Card Charge	12726	04/02/2024	Home Depot	TCD Programs:T099 - Food Processing and Tools Rentals	5354802 · Rental Equipment Maintenance	27.90
Credit Card Charge	P1-93719509	04/02/2024	Intuit	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	174.00
Credit Card Charge	12765	04/02/2024	Minuteman Press	TCD Programs:T030 - District Communications	5314203 · Printing Services	278.81
Credit Card Charge	12674	04/02/2024	Stromberg's Chicks & Gamebirds	MISC:M700 - WSDA Local Food Infrastructure	5945368 · Rental Equipment	2,414.48
Credit Card Charge	12687	04/02/2024	Tenino Market Fresh	WSCC:W030 - EAR Skookumchuck	5314107 · Project Supplies	34.58
Credit Card Charge	12712	04/03/2024	Creative Office	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	316.41
Credit Card Charge	12678	04/03/2024	National Fire Protection Association	WSCC:W130- Forest Health & Wildfire Resiliency	5314202 · Postage & Shipping	17.68
Credit Card Charge	12722	04/03/2024	Pilot Travel Center	WSCC:W030 - EAR Skookumchuck	5314107 · Project Supplies	11.66
Credit Card Charge	12723	04/03/2024	Service Saw Workwears	TCD Programs:T050 - Partner Fee for Service Program	5354804 · Restoration Equipment Maintenanc	47.50
Credit Card Charge	12713	04/04/2024	Ace Hardware	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	25.46
Credit Card Charge	12718	04/04/2024	Olympia Supply	MISC:M065 - City of Olympia Urban Ag	5314108 · Construction & Restoration Work	26.97
Credit Card Charge	12696	04/04/2024	TAGS	TCD Programs:T030 - District Communications	5314203 · Printing Services	173.48
Credit Card Charge	12714	04/04/2024	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	27.46
Credit Card Charge	12715	04/04/2024	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	20.01
Credit Card Charge	12850	04/05/2024	Auto Zone	TCD Programs:T050 - Partner Fee for Service Program	5354804 · Restoration Equipment Maintenanc	6.02
Credit Card Charge	12719	04/05/2024	Home Depot	MISC:M065 - City of Olympia Urban Ag	5314108 · Construction & Restoration Work	28.34
Credit Card Charge	12763	04/05/2024	Minuteman Press	TCD Programs:T030 - District Communications	5314203 · Printing Services	72.05
Check	EFT	04/05/2024	Regence - Health Care		5531211 · Regence Health Insurance	20,499.48
Credit Card Charge	12760	04/06/2024	DocuSign	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	329.10
Credit Card Charge	1299090051	04/07/2024	QuickBooks Time Support (TSheets)	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	250.12
Credit Card Charge	12733	04/07/2024	Safeway	MISC:M065 - City of Olympia Urban Ag	5314901 · Meeting & Event	13.98
Check	EFT	04/08/2024	TPSC Benefits		5531215 · HRA Benefits	215.90
Liability Check	EFT	04/08/2024	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	2,091.60
Check	EFT	04/08/2024	Wells Fargo		Wells Fargo	21,946.82
Credit Card Charge	12720	04/09/2024	Amazon	GREEN:G019.109 - FY23-25 Outdoor Learning	5314107 · Project Supplies	117.28
Credit Card Charge	12751	04/09/2024	Amazon	GREEN:G019.109 - FY23-25 Outdoor Learning	5314107 · Project Supplies	35.12
Credit Card Charge	12728	04/09/2024	Home Depot	TCD Programs:T096 - Soil Health Equipment Rentals	5354802 · Rental Equipment Maintenance	60.19
Credit Card Charge	G044079007	04/09/2024	Microsoft	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	0.18
Credit Card Charge	21721	04/09/2024	Peak Industrial	TCD Programs:T050 - Partner Fee for Service Program	5354804 · Restoration Equipment Maintenanc	344.22

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Liability Check		04/09/2024	QuickBooks Payroll Service		Payroll	46,085.31
Credit Card Charge	3523428	04/09/2024	Rightworks	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	24.13
Check	EFT	04/09/2024	WA St Dept of Revenue	UNRESTRICTED:A010 - Administrative Expenses	5314307 · Licenses and Permits	10.00
Credit Card Charge	12729	04/10/2024	Amazon	TCD Programs:T099 - Food Processing and Tools Rentals	5313101 · Office Supplies	29.61
Liability Check	EFT	04/10/2024	Internal Revenue Service		Federal Income Tax & FICA Payable	15,168.50
Credit Card Charge	12742	04/10/2024	Michaels	TCD Programs:T030 - District Communications	5314901 · Meeting & Event	96.62
Bill Pmt -Check	22414	04/11/2024	3D Systems LLC	UNRESTRICTED:A010 - Administrative Expenses	5945363 · Equipment & Office Furniture	274.25
Bill Pmt -Check	22415	04/11/2024	Anchor QEA	RCO:R050 - FY 22-27 ASRP Riverbend	5314100 · Professional Services	11,694.50
Bill Pmt -Check	22416	04/11/2024	Donalyn Johanns	Partner Fee for Service: P400.1 - OlyEcosystems Deschutes River	Restoration Crew Intern Stipend	1,200.00
Bill Pmt -Check	22417	04/11/2024	Doug Rushton	W086 - WSCC Implementation	5314301 · Board Travel	576.52
Credit Card Charge	12736	04/11/2024	Forestry Supplies	WSCC:W120 -FY23-24 Sustainable Farms and Field	5945363 · Equipment & Office Furniture	75.48
Bill Pmt -Check	22418	04/11/2024	Gloria Ferguson	Partner Fee for Service: P400.1 - OlyEcosystems Deschutes River	Restoration Crew Intern Stipend	1,200.00
Bill Pmt -Check	22419	04/11/2024	Half Moon Sanitation	GREEN:G019.108 - NFWF Five Star	5314503 · Equipment Leases	185.00
Bill Pmt -Check	22420	04/11/2024	Hannah's Cleaning Service	UNRESTRICTED:A010 - Administrative Expenses	5314104 · Janitorial Services	350.00
Bill Pmt -Check	22421	04/11/2024	Jae Townsend	Various	5314304 · Mileage	131.80
Bill Pmt -Check	22422	04/11/2024	James Dyson	Partner Fee for Service: P400.1 - OlyEcosystems Deschutes River	Preserve SOW#1	1,050.00
Bill Pmt -Check	22423	04/11/2024	Jessica Wilson	W086 - WSCC Implementation	5314100 · Professional Services	3,106.49
Bill Pmt -Check	22424	04/11/2024	Joseph Burgess	WSCC:W070 - CREP	5314305 · Meals / Per Diems	242.00
Bill Pmt -Check	22425	04/11/2024	Kiana Sinner_V	TCD Programs:T097 - Plant Sale	Mileage & Meeting & Event	173.27
Bill Pmt -Check	22426	04/11/2024	Kirsten Hill	MISC:M700 - WSDA Local Food Infrastructure	5314307 · Licenses and Permits	54.75
Bill Pmt -Check	22427	04/11/2024	Midwest Labs	TCD Programs:T098 - Soil Health Testing	5314117 · Soil Testing	800.30
Bill Pmt -Check	22428	04/11/2024	Mountain Mist	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	41.94
Bill Pmt -Check	22429	04/11/2024	Petrocard	UNRESTRICTED:A010 - Administrative Expenses	5313201 · Vehicle Fuel	186.75
Bill Pmt -Check	22430	04/11/2024	Puget Sound Energy	UNRESTRICTED:A010 - Administrative Expenses	5314701 · Electricity	518.94
Bill Pmt -Check	22431	04/11/2024	Rebecca Chamberlain	W086 - WSCC Implementation	5314100 · Professional Services	150.00
Bill Pmt -Check	EFT	04/11/2024	Ricoh USA, Inc.	UNRESTRICTED:A010 - Administrative Expenses	Equipment Leases & Photocopier Usage	527.41
Bill Pmt -Check	22432	04/11/2024	Shelby Barkoff	Thurston County:TC400 - VSP	5314901 · Meeting & Event	200.00
Bill Pmt -Check	22433	04/11/2024	Sophia Barashkoff	UNRESTRICTED:A010 - Administrative Expenses	5314310 · Board Meeting Snacks	17.08
Bill Pmt -Check	22434	04/11/2024	Taylor Sherrow	Partner Fee for Service: P400.1 - OlyEcosystems Deschutes River	Restoration Crew Intern Stipend	87.50
Credit Card Charge	12785	04/11/2024	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	20.01
Bill Pmt -Check	22435	04/11/2024	USABLE.Life	UNRESTRICTED:A010 - Administrative Expenses	5531214 · Life Insurance	203.92
Bill Pmt -Check	22436	04/11/2024	WA St Conservation Commission	UNRESTRICTED:A010 - Administrative Expenses	5314504 · Vehicle Leases	610.67
Liability Check	EFT	04/11/2024	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	2,091.60
Liability Check	EFT	04/11/2024	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	20,455.42
Liability Check	22438	04/11/2024	WSCCE - Council 2		3861008 · Union Dues	1,101.33
Bill Pmt -Check	22437	04/11/2024	Yan Dong_V	Various	Mileage & Postage & Shipping	22.58
Credit Card Charge	12754	04/12/2024	Canva	MISC:M075 - FY21-28 SLP REPI Pilot & Challenge	5314400 · Advertising	130.00
Credit Card Charge	12816	04/12/2024	Lowes	TCD Programs:T096 - Soil Health Equipment Rentals	5354802 · Rental Equipment Maintenance	54.61
Credit Card Charge	12808	04/12/2024	Safeway	TCD Programs:T040 - Envirothon Program	5314901 · Meeting & Event	145.58
Credit Card Charge	6150678	04/14/2024	Buzzsprout	TCD Programs:T030 - District Communications	5374001 · Web Hosting and Maintenance	12.00

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Credit Card Charge	12810	04/15/2024	Target	TCD Programs:T040 - Envirothon Program	5314107 · Project Supplies	60.04
Credit Card Charge	12786	04/15/2024	Tenino Market Fresh	WSCC:W030 - EAR Skookumchuck	5314107 · Project Supplies	45.01
Credit Card Charge	12787	04/15/2024	Tenino Market Fresh	WSCC:W030 - EAR Skookumchuck	5314107 · Project Supplies	11.56
Check	EFT	04/15/2024	TPSC Benefits		5531216 · HRA Admin	99.00
Check	EFT	04/15/2024	Wells Fargo		Wells Fargo	9,996.32
Credit Card Charge	12766	04/16/2024	Ralphs Thriftway	TCD Programs:T040 - Envirothon Program	5314901 · Meeting & Event	9.56
Credit Card Charge	12842	04/16/2024	Ralphs Thriftway	TCD Programs:T040 - Envirothon Program	5314901 · Meeting & Event	7.99
Credit Card Charge	12788	04/16/2024	Tenino Market Fresh	WSCC:W030 - EAR Skookumchuck	5314107 · Project Supplies	44.34
Check	EFT	04/16/2024	TPSC Benefits		5531215 · HRA Benefits	761.75
Credit Card Charge	12789	04/17/2024	Flying J Store #1169	WSCC:W030 - EAR Skookumchuck	5314107 · Project Supplies	15.38
Credit Card Charge	12778	04/18/2024	Drip Depot	MISC:M065 - City of Olympia Urban Ag	5314107 · Project Supplies	290.67
					5314202 · Postage & Shipping	
Credit Card Charge	12784	04/18/2024	Home Depot	Various	5313101 · Office Supplies	17.92
Credit Card Charge	12852	04/18/2024	Tenino Short Stop	WSCC:W030 - EAR Skookumchuck	5314107 · Project Supplies	22.30
Credit Card Charge	12783	04/18/2024	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	36.86
Credit Card Charge	12802	04/18/2024	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	22.76
Credit Card Charge	EO300RUSON	04/19/2024	Microsoft	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	49.28
Credit Card Charge	EO300RUZGS	04/19/2024	Microsoft	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	479.05
Credit Card Charge	12806	04/21/2024	Harbor Freight	GREEN:G019-SS GREEN Interlocal (Quarterly)	5314107 · Project Supplies	43.76
Credit Card Charge	12809	04/21/2024	Safeway	TCD Programs:T070 - Teens in Thurston Volunteer Program	5314901 · Meeting & Event	42.79
Credit Card Charge	12853	04/22/2024	Home Depot	WSCC:W080 - NRI Cost Share	5314107 · Project Supplies	29.59
Credit Card Charge	12782	04/22/2024	MRSC	WSCC:W100 - FY23-24 Engineering	5314302 · Staff - Conference & Training	135.00
Credit Card Charge	12878	04/22/2024	Trader Joes	UNRESTRICTED:A010 - Administrative Expenses	5314310 · Board Meeting Snacks	32.83
Credit Card Charge	12871	04/23/2024	Abatix	MISC:M700 - WSDA Local Food Infrastructure	5314107 · Project Supplies	695.96
Credit Card Charge	12803	04/23/2024	Farrelli's Pizza	UNRESTRICTED:A010 - Administrative Expenses	5314310 · Board Meeting Snacks	70.29
Check	EFT	04/23/2024	TPSC Benefits		5531215 · HRA Benefits	216.04
Credit Card Charge	12795	04/24/2024	Electric Generator Depot	MISC:M700 - WSDA Local Food Infrastructure	5945367 · Restoration Equipment	1,871.41
Credit Card Charge	12800	04/24/2024	Etrailer.com	MISC:M700 - WSDA Local Food Infrastructure	5354803 · Vehicle Maintenance	79.15
Credit Card Charge	127897	04/24/2024	JK International LLC	Various	5945367 · Restoration Equipment	2,381.29
Liability Check		04/24/2024	QuickBooks Payroll Service		Payroll	48,720.21
Credit Card Charge	12822	04/25/2024	Amazon	MISC:M065 - City of Olympia Urban Ag	5314108 · Construction & Restoration Work	64.76
Credit Card Charge	12823	04/25/2024	Amazon	MISC:M065 - City of Olympia Urban Ag	5314108 · Construction & Restoration Work	41.72
Credit Card Charge	12811	04/25/2024	DocuSign	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	658.20
Credit Card Charge	12818	04/25/2024	Drip Depot	MISC:M065 - City of Olympia Urban Ag	5314107 · Project Supplies	244.59
Credit Card Charge	12879	04/25/2024	Etsy	GREEN:G019.50 WCS Mini Grant	5314107 · Project Supplies	151.79
Credit Card Charge	12799	04/25/2024	Forestry Supplies	WSCC:W100 - FY23-24 Engineering	5314107 · Project Supplies	79.84
Credit Card Charge	P1-94560780	04/25/2024	Intuit	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	192.00
Credit Card Charge	12848	04/25/2024	Thurston County Solid Waste	RCO:R070 - Zangle Cove	5314702 · Garbage Service	125.00
Check	22439	04/25/2024	UNRESTRICTED:M015 - CFLT	UNRESTRICTED:A010 - Administrative Expenses	3620000 · Rents and Leases	122.70
Bill Pmt -Check	22440	04/26/2024	Builders Exchange of Washington Inc	TC400 - VSP:TC450 - FY23-25 VSP Cost Share	5314400 · Advertising	45.90
Bill Pmt -Check	22441	04/26/2024	Christina Wagner	Various	5314304 · Mileage	111.22

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Bill Pmt -Check	22442	04/26/2024	Donalyn Johanns	Various	Restoration Crew Intern Stipend	1,200.00
Credit Card Charge	12872	04/26/2024	Grainger	MISC:M700 - WSDA Local Food Infrastructure	5354804 · Restoration Equipment Maintenanc	2,782.91
Bill Pmt -Check	22443	04/26/2024	Hannah's Cleaning Service	UNRESTRICTED:A010 - Administrative Expenses	5314104 · Janitorial Services	1,225.00
Bill Pmt -Check	22444	04/26/2024	Petrocard	UNRESTRICTED:A010 - Administrative Expenses	5313201 · Vehicle Fuel	192.59
Bill Pmt -Check	22445	04/26/2024	Sarah Moorehead_V	Various	5314300 · Staff - Travel	313.14
Bill Pmt -Check	22446	04/26/2024	Sophia Barashkoff	UNRESTRICTED:A037 - Staff Training (Unfunded)	5314302 · Staff - Conference & Training	57.40
Credit Card Charge	12807	04/26/2024	United Pacific	UNRESTRICTED:A010 - Administrative Expenses	5313201 · Vehicle Fuel	77.97
Liability Check	EFT	04/29/2024	Internal Revenue Service		Federal Income Tax & FICA Payable	15,827.24
Liability Check	EFT	04/29/2024	WA St Dept of Employment Security		3861010 · WA - Family & Medical Leave	2,025.24
Liability Check	EFT	04/29/2024	WA St Dept of Employment Security		3861007 · State Unemployment Payable	2,583.36
Liability Check	EFT	04/29/2024	WA St Dept of L&I		3861009 · State L&I Payable	4,762.16
Liability Check	EFT	04/29/2024	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	3,010.11
Sales Tax Payment	EFT	04/29/2024	WA St Dept of Revenue		3861100 · Sales Tax Payable	4,781.71
Credit Card Charge	12813	04/30/2024	Canva	Various	5314400 · Advertising	208.00
Credit Card Charge	MC15365640	04/30/2024	Mail Chimp	TCD Programs:T030 - District Communications	5314505 · Software Licenses	82.28
Check		04/30/2024	WA St Dept of Revenue	TCD Programs:T097 - Plant Sale	3451140 · Plant Sales	100.50



# BOARD MEETING ITEM SUMMARY SHEET

<b>Agenda Item Title:</b> WSCC Riparian Grant Program Award (ROOTS program): Addendum Approval	
<b>Lead Staff:</b> Karin Strelloff	<b>Board Meeting Date:</b> 05/28/24
<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 grant supports habitat work across Thurston County. The ROOTS grant focuses on a wide range of riparian habitat activities, including critical support for habitat staff capacity to provide riparian TA countywide and to develop new projects; funds for establishing a Tiered Incentive Program (TIP) for Thurston County landowners (a WA SCC alternative to the CREP program); capacity time for recruiting landowner participation for the TIP program and new riparian restoration project development through social media, riparian education and volunteer engagement events for the community and staff, funding for Beaver Co-existence workshops, Orca Recovery Day, our Native Plant Festival, volunteer events, podcasts and other outreach activities., and much more!</p>	
<b>Pros:</b> This funding will support expansion of habitat staff capacity, will allow TCD to develop and manage more projects, and will support our restoration crew and outreach team as well.	<b>Cons:</b> The short timeline and delayed award notifications will likely result in rollover of some funds in this grant to allow completion of all deliverables. Rollover of funds is allowed in this program, as long as federal CCA funds continue.
<b>Fiscal Impacts:</b> <i>Please describe the costs associated with this action.</i>	
n/a	
<b>Recommended Action:</b>	<i>What decision do you recommend the board make?</i>
Approval of the addendum	
<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>	



**Susan Shelton**

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**From:** Commission@scc.wa.gov <noreply+29899f926be69dff@formstack.com>  
**Sent:** Monday, May 13, 2024 1:43 PM  
**To:** Susan Shelton  
**Subject:** FORM 4: Addendum

## **Washington State Conservation Commission**

### **FORM 4: ADDENDUM**

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May 13, 2024 1:43 PM

**Conservation District: Thurston**

**GRANT PROGRAM: Riparian Grant Program**

**Overhead Rate: 25%**

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

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**Total Grant Award: 913563.00**

Basic Allocation Award (if applicable):

**Total to be obligated under this Addendum: 913563.00**

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**Intermediate Outcome #1: 113111.00**

Outreach

**Intermediate Outcome #2: 556302.00**

Technical Assistance

**Intermediate Outcome #3: 200550.00**

District Implementation Project

**Intermediate Outcome #4: 43600.00**

Maintenance

**Intermediate Outcome #5:**

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**Total of Intermediate Outcomes: 913563.00**

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# BOARD MEETING ITEM SUMMARY SHEET

<b>Agenda Item Title:</b> SFF Cost Share	
<b>Lead Staff:</b> Marguerite Abplanalp	<b>Board Meeting Date:</b> 05/28/24
<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>These are two Sustainable Farms &amp; Fields cost share projects, one for Oyster Bay Farm and the other for Riverbend Ranch. The Oyster Bay Farm project is to assist the landowners with an NRCS EQIP to match funds for a Waste Storage Facility. The Riverbend project is for temporary cross fencing to implement more efficient prescribed grazing. Both projects will reduce greenhouse gas emissions.</p>	
<b>Pros:</b> Assists producers to implement BMPs on the landscape.	<b>Cons:</b> Capacity on the Ag Team is running low, but these projects are shovel ready with cooperators who have done cost share in the past.
<b>Fiscal Impacts:</b> <i>Please describe the costs associated with this action.</i>	
<p>The Oyster Bay Farm Project is 49,000 (\$42,308.25 in cost share and \$6691.75 in TA)          Riverbend Ranch project is \$15,000 (\$12,000 in cost share and \$3,000 in TA)</p>	
<b>Recommended Action:</b>	<i>What decision do you recommend the board make?</i>
Accept the SFF projects	
<b>Legal Review:</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <input checked="" type="checkbox"/> <b>Not Required</b>
<b>Supporting Documents:</b> <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>	



**Yan Dong**

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**From:** Commission@scc.wa.gov <noreply+29899f926be69dff@formstack.com>  
**Sent:** Friday, May 17, 2024 12:00 PM  
**To:** Yan Dong  
**Subject:** FORM 4: Addendum

## **Washington State Conservation Commission**

### **FORM 4: ADDENDUM**

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May 17, 2024 11:59 AM

**Conservation District: Thurston**

**GRANT PROGRAM: Other: Sustainable Farms and Fields CCA**

**Overhead Rate: 25%**

Submitted By: Yan Dong  
Email: ydong@thurstoncd.com

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**Total Grant Award: 64000.00**

Basic Allocation Award (if applicable):

**Total to be obligated under this Addendum: 64000.00**

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**Intermediate Outcome #1: 49000.00**

Nutrient Management System Oyster Bay

**Intermediate Outcome #2: 15000.00**

Riverbend Ranch

**Intermediate Outcome #3:**

**Intermediate Outcome #4:**

**Intermediate Outcome #5:**

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**Total of Intermediate Outcomes: 64000.00**

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# BOARD MEETING ITEM SUMMARY SHEET

<b>Agenda Item Title:</b> Restoring South sound Prairies Amendment 2	
<b>Lead Staff:</b> Susan Shelton	<b>Board Meeting Date:</b> 05/28/24
<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 contract awards another \$30,000 of cost share funding to TCD and our partners at Partners for Fish &amp; Wildlife Service for our joint initiative called "Restoring Sound Prairies". This program offers cost share from the PFS program to land managers for conservation activities where ESA-listed species/habitat occurs.</p>	
<b>Pros:</b> Additional cost share to land managers for conservation activities where ESA-listed species/habitat occurs.	<b>Cons:</b> None
<b>Fiscal Impacts:</b> <i>Please describe the costs associated with this action.</i>	
An additional \$30,000 for cost share.	
<b>Recommended Action:</b>	<i>What decision do you recommend the board make?</i>
Approve receipt of the funding.	
<b>Legal Review:</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <input checked="" 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>	
US90 - FY22-27 Restoring South Sound Prairies Amendment 2	



Application for Funding for the:  
**Partners for Fish and Wildlife Program**

<b>Project Title:</b>	<b>Restoring South Sound Prairies</b>	
<b>Project Applicant:</b>	<b>Thurston Conservation District</b>	
<b>Contact Person:</b>	<b>Sarah Moorehead</b>	
<b>Mailing Address:</b>	<b>2819 Ferguson St. SW Suite A, Tumwater, WA 98512</b>	
<b>Telephone:</b>	<b>(360) 754-3588 x 114</b>	
<b>Email:</b>	<b>smoorehead@thurstoncd.com</b>	
<b>Project Location:</b>	<b>Multiple private properties</b>	
<b>County:</b>	<b>Thurston</b>	
<b>WRIA:</b>	<b>11, 13, 14, 22/23</b>	
<b>TRS:</b> <i>Include quarter section.</i>	<b>All location information will be project specific</b>	
<b>Lat/Long/GPS:</b>		
<b>Sub-Watershed:</b> <i>Include river mile and/or road mile where appropriate.</i>		
<b>Maps and Photos</b>	<i>Please attach maps and photos of the project location</i>	
<b>Property Owner:</b>	<b>Multiple private landowners</b>	
<b>Property Use:</b>	<b>Agriculture &amp; Residential</b>	
<b>Service Funding Requested:</b>	<b>\$30,000.00</b>	
<b>Cost Share (\$) to be Provided:</b>	<b>\$56,342.20</b>	<b>Cost Share (%) to be Provided: 65.3</b>
<b>Service Contact for this Project:</b>	<b>Cassie Doll, Nick George</b>	
<b>Priority Species or Habitat:</b>	<b>South Puget Sound prairies and oak woodlands, Mazama pocket gopher, Oregon vesper sparrow, slender-billed white-breasted nuthatch, mardon skipper, Puget blue, Valley silverspot, golden paintbrush, Kincaid's lupine</b>	

## **1. PROJECT TITLE**

Restoring South Sound Prairies

## **2. PROBLEM STATEMENT**

South Puget Sound prairie and oak woodland habitats have been largely lost due to development, invasive species, and succession, resulting in the listing of several prairie-oak-dependent species.

## **3. PROJECT OBJECTIVES/BENEFITS**

The objective of this project will be to sustainably enhance South Puget Sound prairie and oak woodland habitats on private lands in Thurston County, WA.

The benefits of this project will include:

- Enhancing a minimum of 60 acres of prairie and oak woodland habitats on private lands in Thurston County, WA
- Knowledge gained and communicated on innovative habitat restoration techniques for prairie and oak woodland habitats
- Indirect habitat benefits for the Mazama pocket gopher, Oregon vesper sparrow, slender-billed white-breasted nuthatch, various pollinators (mardon skipper, Puget blue, Valley silverspot, etc.) and plants (golden paintbrush, Kincaid's lupine, Roemer's fescue, Pacific pea, Hall's aster, Texas toadflax, rose checker-mallow, great polemonium, Scouler's catchfly, white-top aster, dense sage, California compassplant, common bluecup, and weak thistle)
- Increasing awareness and educating private landowners and the local community about prairie-oak ecosystems, their fragility, and the incentives that may be available to them

## **4. PROJECT DESCRIPTION**

Thurston Conservation District (TCD) has been working closely with various private landowners in South Puget Sound prairie and oak woodland habitats. TCD is uniquely situated and equipped to help lead this innovative, landscape scale, multi-benefit project on private properties. TCD has identified fear of regulation and uncertainty as a limiting factor for landowners who would be otherwise interested in improving and restoring the upland habitats on their property. This voluntary and non-regulatory program will address these concerns by providing regulatory certainty, while facilitating effective partnerships and restoration.

This agreement will implement a suite of conservation practices that will improve and protect prairie and oak woodland habitats. These practices include, but are not limited to, prescribed grazing (livestock fencing, pipeline, watering facilities, etc.), prescribed burning, undesirable vegetation control (mechanical and chemical), and native seeding and planting.

## **5. FISH PASSAGE BARRIERS**

N/A

## **6. CLIMATE CHANGE**

Warmer and wetter winters could impact invasive plant infestation. This project will continue to provide guidance on sustainable and adaptive management strategies that could promote more diverse, resilient native plant communities. Improved plant communities will provide the opportunity to expand and connect prairie and oak woodland habitats.

## **7. INVASIVE SPECIES PREVENTION**

A majority, if not all, of project sites will harbor invasive species. Both mechanical and chemical control methods will be available through this agreement. Additionally, grazing prescriptions will also be an effective and efficient

method of invasive species management. Staff and contractors will take careful caution to rinse seeds from boots, tires, and equipment before entering or leaving the site to limit any spread to additional sites. The effects of treatments will also be monitored to inform future practices.

## **8. PARTNERS**

**Thurston Conservation District (TCD)** – TCD will work collaboratively with USFWS to establish voluntary partnerships with private landowners and to develop projects that maximize benefits to federal trust resources. TCD will maintain an official award file in GrantSolutions and assist with the completion of a sub-recipient agreement with each private landowner selected for funding. Landowners will not be reimbursed until a PFW Program biologist has verified the project has been completed according to specifications. Additionally, TCD will make financial draws from Automated Standard Application for Payments (ASAP) and keep an accurate and up-to-date record of the funds available through this project. TCD will also work jointly with PFW Program biologists to complete annual financial and performance reports for this project.

**U.S. Fish and Wildlife Service (USFWS)** – Partners for Fish and Wildlife (PFW) Program biologists will develop the projects in conjunction with TCD, help design restoration activities, and ensure construction is done in accordance with FWS 640.1, PFW Program policies. PFW Program biologists will also assist with practice implementation. It will be the responsibility of the PFW Program biologists to complete the Section 7 endangered species, NEPA, and cultural resources clearances, and to provide that information to TCD for the official award file. Additionally, PFW Program biologists will work collaboratively with TCD to complete annual financial and performance reports for this project.

**Private Landowners** – Projects that will rank high for this initiative are those that have active involvement from the private landowner. We anticipate that, in most situations, private landowners will assist with the site preparation, implementation, or monitoring of some practices.

**Natural Resources Conservation Service (NRCS)** – NRCS will work collaboratively with PFW/TCD to establish voluntary partnerships with private landowners and to develop project that maximize benefits to federal trust species and the landowner. NRCS will provide general technical assistance, as well as financial assistance from their Environmental Quality Incentives Program (EQIP) funding pool.

**Ecostudies Institute (ESI)** – ESI will work collaboratively with PFW/TCD to establish voluntary partnerships with private landowners and to develop projects that maximize benefits to Federal trust species and the private landowner. ESI will provide general technical assistance, as well as financial assistance from their Washington Coast Restoration and Resiliency Initiative (WCRRI) funding pool.

## **9. MONITORING**

Both the PFW Program and TCD will monitor the project site to verify the practices are functioning as intended. For the first three years of the contract, overall habitat quality monitoring activities will occur annually, then every other year, or as deemed appropriate for the remainder of the project contract. Annual surveys for listed prairie-oak-dependent species usage will be discussed with the private landowner.

## **10. OUTREACH**

Outreach for this project will include, but will not be limited to, private landowner workshops within priority areas, targeted mailings, communications/site visits with previous TCD participants. Other conservation organizations and agencies (WSU Extension, Pheasants Forever, SW WA Grazing Association, etc.) will be made aware of this funding as they may have interested landowners or can provide matching funds/in-kind services. This project will be highlighted in PFW Program weekly newsletters, social media platforms, and PFW Program HQ annual reports (with landowner approval). TCD will highlight this partnership to their local landowner base

and policy makers through monthly newsletters and field tours. Landowners enrolled in the program will be connected to opportunities/resources available to them through the SW WA Grazing Association and the JBLM Sentinel Landscapes to increase landowner-led collaborative efforts in our community.

<b>Habitat Accomplishments</b>	<b>Unit</b>	<b>Value</b>
Wetland restored or enhanced	acres	
Upland restored or enhanced	acres	60
Stream/shoreline restored or enhanced	miles	
Riparian restored or enhanced	miles	
Marine/coastal wetland restored or enhanced	acres	
Marine/coastal upland restored or enhanced	acres	
Marine/coastal stream/shoreline restored or enhanced	miles	
Fish passage barriers removed	#	
Wetland re-opened to fish passage	acres	
Stream/shoreline re-opened to fish passage	miles	
Wetland protected	acres	
Upland protected	acres	
Stream/shoreline protected	miles	
Habitat assessments completed	#	
Wetland habitat assessed	acres	
Upland habitat assessed	acres	
Coastal Shore/Stream habitat assessed	miles	
Riparian habitat assessed	miles	
Aquatic nuisance species early detection surveys	#	
Aquatic nuisance species baseline/trend surveys	#	
Aquatic nuisance species management and control activities	#	
Invasive plant treated	acres	
Invasive/nuisance animal treated	acres	
<i>Outreach/education activities</i>	#	

**11. PROJECT COSTS**

<b>Object Class Categories</b>	<b>Partners</b>					<b>Totals</b>
	<b>TCD</b>	<b>USFWS PFW Program</b>	<b>Private Landowners</b>	<b>NRCS</b>	<b>ESI</b>	
Direct Cost	\$0.00	\$30,000.00	\$0.00	\$6,016.20	\$30,326.00	\$66,342.20
In-Kind	\$0.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00
<b>Totals</b>	<b>\$0.00</b>	<b>\$30,000.00</b>	<b>\$20,000.00</b>	<b>\$6,016.20</b>	<b>\$30,326.00</b>	<b>\$86,342.20</b>

## **Budget Narrative:**

### USFWS PFW Program (Direct Costs):

The **\$30,000.00** in USFWS funds can be used for any contractual cost associated with the proper implementation of agreed upon practices. The funds can also be used to purchase materials if the landowner or partner(s) agrees to use the materials to complete the work per the outlined specifications. Materials that can be purchased must be associated with fence building, invasive species control, upland restoration, monitoring, or related activities approved by USFWS.

### Private Landowner (In-Kind):

Each site and landowner will vary with the type of in-kind services they can provide, as well as what materials/services they will need from this agreement. This agreement is flexible as individual sites differ in what they will require for site preparation and establishment. Numbers will generally be obtained from the FY22-27 Washington NRCS Payment Scenario Report – **\$20,000.00**

### NRCS (Direct Costs):

NRCS will provide general technical assistance, as well as financial assistance from their Environmental Quality Incentives Program (EQIP) funding pool – **\$6,016.20**

### ESI (Direct Costs):

ESI will provide general technical assistance, as well as financial assistance from their Washington Coast Restoration and Resiliency Initiative (WCRRI) funding pool – **\$30,326.00**

**Total Project Cost: \$86,342.20**

**Justification for Change Statement:**

The award increase serves as a necessary extension to the projection, playing a vital role in effectively achieving the project objectives, accommodating the growing demand for project sites, and ultimately ensuring the successful completion of the current project.

**Single Audit Reporting Statement:**

Our organization was not required to submit a Single Audit report for the organization’s most recently closed fiscal year.

**Statement of Overlap and Duplication:**

There is not any overlap between this agreement and any other active or anticipated restoration projects in terms of activities, cost, or time commitment of key personnel.

**Pre-award Cost Statement:**

Pre-award cost is not requested for this project.

**Indirect Cost Statement:**

All cost will be charged directly. The 10% de minimus rate will be waived by TCD.

**Compliance Statement:**

As a condition of this award, the recipient and any sub-recipient(s) must not begin any potentially impactful work related to this award until the Service has notified you in writing that such work can begin. Recipients and sub-recipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of the Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

**Signatures:**

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Sarah Moorehead, Executive Director, TCD Date

**CASSANDRA DOLL** Digitally signed by CASSANDRA DOLL  
Date: 2024.05.13 15:01:25 -07'00'

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Cassie Doll, PFW Biologist, USFWS Date

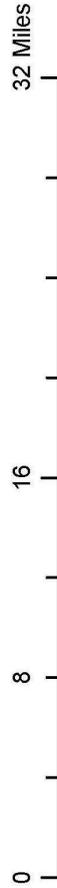
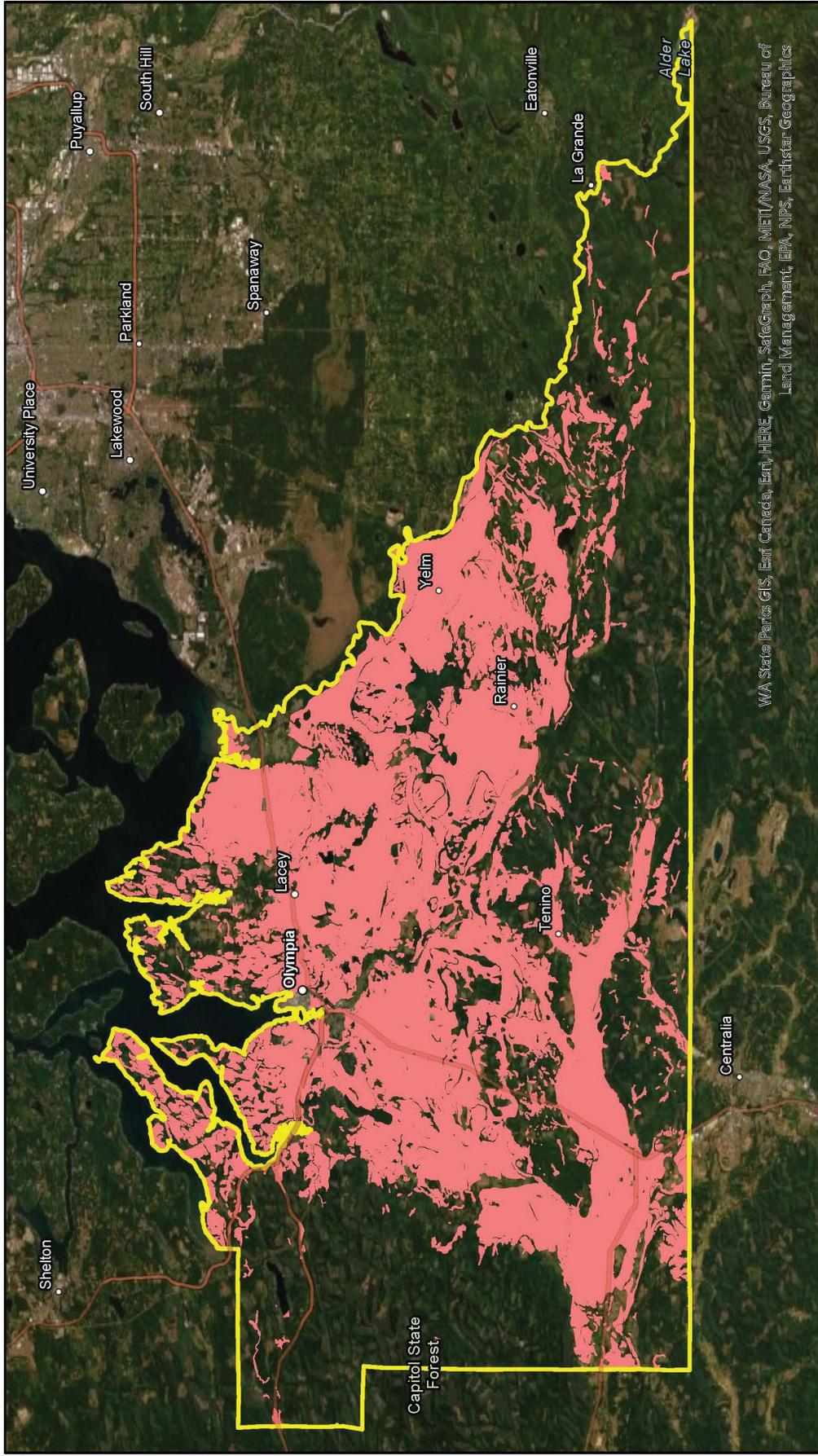
**NICHOLAS GEORGE** Digitally signed by NICHOLAS GEORGE  
Date: 2024.05.13 14:52:44 -07'00'

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Nick George, PFW State Coordinator, USFWS Date

**Project Applicant:** Thurston Conservation District  
**County:** Thurston  
**Date:** 04/20/2022

**Practice:** Prairie and Oak Woodland Enhancement  
**Location:** Multiple Private Properties  
**Assisted by:** Cassie Doll



	Project Focus Area
	Thurston County





# BOARD MEETING ITEM SUMMARY SHEET

<b>Agenda Item Title:</b> Shore Friendly HSIL Grant	
<b>Lead Staff:</b> Stephanie Bishop	<b>Board Meeting Date:</b> 05/21/24
<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 scope aims to accelerate the work of the Shore Friendly program by investing in a social media campaign, influencer trainings, and a community engagement and outreach strategy that will lead to incentives to private landowners and an increased demand and capacity for state capital-funded armor removal and armor avoidance.</p>	
<b>Pros:</b> Funding to support Shore Friendly outreach efforts that are not covered under the existing Shore Friendly grant	<b>Cons:</b> This contract was
<b>Fiscal Impacts:</b> <i>Please describe the costs associated with this action.</i>	
This grant will be split between TCD, Mason CD and Pierce CD. TCD will receive approximately \$56K of the total award. Sub contracts will be put in place for the MCD and PCD components	
<b>Recommended Action:</b>	<i>What decision do you recommend the board make?</i>
Approve and sign	
<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>	
Shore Friendly HSIL Contract	



**Project Sponsor:** Thurston Conservation District

**Project Number:** 23-1853O

**Project Title:** South Sound HSIL Outreach

**Approval Date:** 03/09/2024

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## **PARTIES OF THE AGREEMENT**

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

The Sponsor's Unique Entity ID (UEID) Number is RFVSKKZZLNU4.

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

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

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

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

## **PURPOSE OF AGREEMENT**

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

## **DESCRIPTION OF PROJECT**

In this project the Conservation Districts within the South Sound Shore Friendly collaborative will develop and execute outreach activities related to the Shore Friendly programs in Mason, Thurston, and Pierce Counties. We will also partner with the broader regional Shore Friendly group to maximize efficiencies in outreach efforts, to share outreach materials, and to capitalize on collective knowledge. For its part, the South Sound Shore Friendly collaborative will develop a pilot rewards program to showcase project outcomes and Shore Friendly's role in Puget Sound recovery; develop curricula for influencer groups within local permitting offices, produce articles for relevant trade magazines for professionals working on shorelines, and promote Shore Friendly at local community events.

## **PERIOD OF PERFORMANCE**

The period of performance begins on September 15, 2023 (project start date) and ends on April 30, 2027 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

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

**STANDARD TERMS AND CONDITIONS INCORPORATED**

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

**LONG-TERM OBLIGATIONS**

For this outreach project, the sponsor’s on-going obligation shall be the same as the period of performance identified in the Period of Performance section.

**PROJECT FUNDING**

The total grant award provided for this project shall not exceed \$109,846.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
<b>Office - ESRP HSIL Strategic Engagement</b>	100.00%	\$109,846.00	Federal
<b>Total Project Cost</b>	100.00%	\$109,846.00	

**FEDERAL FUND INFORMATION**

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

Federal Agency: US Environmental Protection Agency  
 Assistance Listing Number and Name: 66.123 - (25-23) DFW -Puget - Sound Act  
 Federal Award Identification Number: PC-01J89501  
 Federal Fiscal Year: 2023  
 Federal Award Date: 01/04/2024  
 Total Federal Award: \$782,219  
 Federal Award Project Description: Puget Sound Action Agenda

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

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

Sponsor shall comply with the federal “Omni-circular” (2 C.F.R. Part 200).

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

**RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS**

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

**AMENDMENTS TO AGREEMENT**

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

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

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

### **COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES**

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

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

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

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

### **SPECIAL CONDITIONS**

#### **RCO-WDFW INTERAGENCY AGREEMENT**

Funding for this agreement is from Environmental Protection Agency's (EPA) National Estuary Program (NEP) through an Interagency Agreement with the WA Department of Fish and Wildlife (WDFW #23-23870; RCO #25-23). The RCO-WDFW interagency agreement (and any subsequent amendments) are attached in PRISM (attachment #601180).

#### **RIGHT TO TERMINATE**

RCO has the right to terminate or renegotiate this agreement in the event a different organization is awarded an Estuary and Salmon Restoration Program grant to administer the local Shore Friendly program within the geographic range covered by this scope of work.

#### **NEP ADDITIONAL TERMS**

Additional terms required by the National Estuary Program (NEP) are found in the PRISM attachment titled "WDFW and Fed Provisions for HSIL" (PRISM Attachment #601181). Where conflicts exist between this Attachment and the Standard Terms and Conditions of the Project Agreement, the requirements of this Attachment shall prevail.

### **SPECIAL CONDITIONS - CULTURAL RESOURCES**

None

### **AGREEMENT CONTACTS**

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

**Sponsor Project Contact**

Stephanie Bishop  
South Sound Green Manager  
2918 Ferguson St SW Bldg 1 Ste A  
Tumwater, WA 98512  
sbishop@thurstoncd.com

**RCO Contact**

Bob Warinner  
Outdoor Grants Manager  
PO Box 40917  
Olympia, WA 98504-0917  
bob.warinner@rcow.wa.gov

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

**ENTIRE AGREEMENT**

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

**EFFECTIVE DATE**

Unless otherwise provided for in this Agreement, this Agreement, for Project 23-1853, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

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

**Thurston Conservation District**

By:   
Sarah Moorehead (May 7, 2024 09:46 PDT)

Date: May 7, 2024

Name (printed): Sarah Moorehead

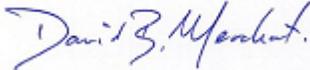
Title: Executive Director

**State of Washington Recreation and Conservation Office**

By:   
Christy Rains (May 7, 2024 09:49 PDT)  
For Megan Duffy  
Director  
Recreation and Conservation Office

Date: May 7, 2024

Pre-approved as to form:

By:   
Assistant Attorney General

Date: 10/26/2023

**Project Sponsor:** Thurston Conservation District  
**Project Title:** South Sound HSIL Outreach

**Project Number:** 23-1853O  
**Approval Date:** 03/09/2024

## Eligible Scope Activities

### ELIGIBLE SCOPE ACTIVITIES

#### Outreach Metrics

##### Worksite #1, Task 1 Project Development

##### Outreach / Education Project

##### Outreach Documents and Reports Prepared (F.1.d)

Name Of Document (F.1.d.2):

Task 1.1 Develop Project Plan  
WDFW will complete the project plan template describing the work necessary to achieve the subaward deliverables for the overall Shore Friendly Landowner Strategic Engagement Program. While this is a contractual responsibility of WDFW, South Sound Shore Friendly staff will be contacted to ensure that the project plan is accurate and comprehensive.

Documents/Reports (F.1.d.1):

1

##### Cultural Resources

##### Cultural resources

##### Worksite #2, Task 3 Broader Impacts and Communication

##### Communication

##### Program outreach

Number of stakeholder groups contacted:

3  
Tasks 3.5 & 3.7 combined

Description of outreach activity:

Task 3.5 Pilot Rewards Program Task 3.7 Broader Impacts and Communication Status Update  
Shore Friendly South Sound will launch a Shore Friendly "rewards" program where participants complete specific behavior change actions and attend learning events to receive rewards for various levels of participation. This allows the local program to track implementation of actions and helps participants build and maintain momentum in adopting shoreline management behavior changes. The goal is to create a community of positive action and change. South Sound Shore Friendly will develop two memos: 1) describing the rewards program goals and approaches in a way that it could be replicated, and 2) a description the outcomes, lessons learned, and next steps. Shore Friendly South Sound will develop and submit a quarterly status update that summarizes all work done toward completion of Task 3 Broader Impacts and Communication. The status update will include summarized information on all progress made toward each task 3 sub task and any challenges affecting completion of this task or its cost.

##### Outreach / Education Project

**Media Materials Prepared (F.1.f)**

Media (F.1.f.1): 3

**Worksite #3, Task 4 Social Media Campaign**

**Communication**

**Program outreach**

Number of stakeholder groups contacted: 1

Description of outreach activity: Task 4.4 Social Media Campaign Status Update  
Shore Friendly South Sound will develop and submit a quarterly status update that summarizes all work done toward completion of task 4 Social Media Campaign.

**Outreach / Education Project**

**Media Materials Prepared (F.1.f)**

Media (F.1.f.1): 5

**Outreach Documents and Reports Prepared (F.1.d)**

Name Of Document (F.1.d.2):

Task 4.2 Social Media Content and Campaign  
Social media analytics report  
Shore Friendly South Sound will create content for newsletters, a shore friendly listserv, and social media channels (Pierce Conservation District Facebook, Instagram; Thurston Conservation District Facebook, Instagram; Mason Conservation District Facebook, Instagram) at least quarterly to deliver videos, events, images, and resources that engage new and returning people to participate in Shore Friendly programs. A report of social media analytics will be drawn from social media accounts and submitted quarterly with progress report.

Documents/Reports (F.1.d.1): 14

Reports submitted quarterly for January 2024 - June 2027.

**Worksite #4, Task 5 Influencer Training**

**Communication**

**Program outreach**

Number of stakeholder groups contacted: 1

Description of outreach activity: Task 5.4 Influencer Training Status Update  
Shore Friendly South Sound will develop and submit a quarterly status update that summarizes all work done toward completion of Task 5 Influencer Training.

**Outreach / Education Project**

**Workshop and Training Events (F.1.i)**

Number of Workshops / Training Events (F.1.i.1): 2

Task 5.1 Influencer Curriculum Development  
Shore Friendly South Sound will collaborate with WDFW and other Shore Friendly leads and partners to assist NW Straits in developing Puget Sound Regional Influencer Workshop curricula for two specific audiences, contractors and planners. Task 5.2 County & Influencer Workshop Training materials and plan for implementation. Supplementing the regional workshop curricula, as needed, Shore Friendly South Sound will develop up to two additional training workshops. One will serve as cross training and collaboration building between Mason and Shore Friendly staff

(Mason CD will be the lead). Staff from other counties may also participate. The second will be directed at influencers that interact with shoreline properties. This audience would include realtors, contractors, arborists, and perspective property buyers (Mason CD will be the lead; Pierce CD and Thurston CD will provide technical support).  
20

Number of Workshops / Training Events (F.1.i.2):

### **Worksite #5, Task 6 Personal Engagement**

#### **Communication**

##### **Program outreach**

Number of stakeholder groups contacted:

1

Description of outreach activity:

Task 6.4 Personal Engagement Status Update Shore Friendly South Sound will develop and submit a quarterly status update that summarizes all work done toward completion of Task 6 Personal Engagement. The status update will include summarized information on all progress made toward each task 6 sub task and any challenges affecting completion of this task or its cost.

#### **Outreach / Education Project**

##### **Outreach Documents and Reports Prepared (F.1.d)**

Name Of Document (F.1.d.2):

Task 6.3 Articles for Trade Magazines Shore Friendly South Sound will write 10 articles for Northwest Landscape Professionals or similar local trade magazines. Copies of the articles written will be provided to HSIL.

Documents/Reports (F.1.d.1):

10

##### **Outreach Events Conducted (F.1.h)**

Number of Outreach/Education Events (F.1.h.1):

8

Task 6.1 Community Events Attendance Shore Friendly South Sound will attend at least 8 established community events (2-3 events annually) relevant to Puget Sound to interface with shoreline landowners, influencers, and public and to provide Shore Friendly branding awareness out into the community. 6.1a Annual summary of events attended or hosted Annually on April 5 6.1b Shore Friendly Outreach material Annually on April 5

**Project Sponsor:** Thurston Conservation District  
**Project Title:** South Sound HSIL Outreach

**Project Number:** 23-1853O  
**Approval Date:** 03/09/2024

## Project Milestones

### PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Project Start	09/15/2023	
	Other	04/10/2024	Quarterly billing
	Other	04/10/2024	Quarterly Rreport
	Other	07/10/2024	Quarterly Report
	Other	07/10/2024	Quarterly billing
	Other	08/05/2024	Rewards Program Description Memo
	Other	10/10/2024	Quarterly billing
	Other	10/10/2024	Quarterly Report
	Other	01/10/2025	Quarterly Report
	Other	01/10/2025	Quarterly billing
	Other	04/10/2025	Quarterly billing
	Other	04/10/2025	Quarterly Report
	Other	07/10/2025	Quarterly Report
	Other	07/10/2025	Quarterly billing
	Other	10/10/2025	Quarterly billing
	Other	10/10/2025	Quarterly Report
	Other	01/10/2026	Quarterly Report
	Other	01/10/2026	Quarterly billing
	Other	04/10/2026	Quarterly billing
	Other	04/10/2026	Quarterly Report
	Other	07/10/2026	Quarterly Report
	Other	07/10/2026	Quarterly billing
	Other	10/10/2026	Quarterly billing
	Other	10/10/2026	Quarterly Report
	Other	01/10/2027	Quarterly Report
	Other	01/10/2027	Quarterly billing
	Other	04/10/2027	Quarterly billing
	Other	04/10/2027	Quarterly Report
	Agreement End Date	04/30/2027	
	Final Billing Due	05/30/2027	
	Final Report Due	05/30/2027	

**Project Sponsor:** Thurston Conservation District  
**Project Title:** South Sound HSIL Outreach

**Project Number:** 23-1853O  
**Approval Date:** 03/09/2024

## Standard Terms and Conditions of the Recreation and Conservation Office

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## STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 03/15/2024.

## CITATIONS, HEADINGS AND DEFINITIONS

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

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

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

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

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

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

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

**C.F.R.** – Code of Federal Regulations

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

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

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

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

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

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

**equipment** – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level

established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

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

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

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

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

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

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

**Office** – Means the Recreation and Conservation Office or RCO.

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

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

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

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

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

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

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

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

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

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

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

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

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

**RCW** – Revised Code of Washington

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

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

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

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

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

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

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

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

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

**WAC** – Washington Administrative Code.

## **PERFORMANCE BY THE SPONSOR**

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

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

## **ASSIGNMENT**

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

## **RESPONSIBILITY FOR PROJECT**

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any

third party, other than as is expressly set out in this Agreement.

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

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

## **INDEMNIFICATION**

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

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

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

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

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

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

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

## **INDEPENDENT CAPACITY OF THE SPONSOR**

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

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

## CONFLICT OF INTEREST

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

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

## COMPLIANCE WITH APPLICABLE LAW

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

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
  - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

## ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
  - 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially

historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.

- B. Termination. RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. Notice To Proceed. No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. Compliance and Indemnification. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.
- F. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
  - 1) Keep the IDP at the project site.
  - 2) Make the IDP readily available to anyone working at the project site.
  - 3) Discuss the IDP with staff and contractors working at the project site.
  - 4) Implement the IDP when cultural resources or human remains are found at the project site.
- G. Inadvertent Discovery
  - 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
  - 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
    - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by the Department of Archaeology and Historic Preservation (DAHP).
    - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

## RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.

- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. In order to satisfy 15 CFR 24.42(b) & (c) and 2 CFR 200 (as updated), for projects that contain Pacific Coast Salmon Recovery Funds or are used as match to Pacific Coast Salmon Recovery Funds the sponsor shall retain records for a period of nine years from the date RCO deems the project complete as defined in the PROJECT REIMBURSEMENTS Section.
- D. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- E. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

## PROJECT FUNDING

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

## PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement

regarding reimbursement requirements.

- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
- 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
  - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
- E. **Requirements for Federal Subawards: Match.** The Sponsor's matching share must comply with 2 C.F.R. Part 200 (as updated). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:
- 1) Are verifiable from the non-Federal entity's (Sponsor's) records;
  - 2) Are not included as contributions for any other Federal award;
  - 3) Are necessary and reasonable for accomplishment of project or program objectives;
  - 4) Are allowable under 2 C.F.R. Part 200 as updated;
  - 5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
  - 6) Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and
  - 7) Conform to other provisions of 2 C.F.R. Part 200 (as updated) as applicable.
- F. **Requirements for Federal Subawards: Close out.** Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:
- 1) Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
  - 2) Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
  - 3) Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
  - 4) Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

#### **ADVANCE PAYMENTS**

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

#### **RECOVERY OF PAYMENTS**

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.
- C. **Requirements for Federal Subawards.** RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

#### COVENANT AGAINST CONTINGENT FEES

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

#### INCOME (AND FEES) AND USE OF INCOME

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
  - 1) The Sponsor's matching resources;
  - 2) The project's total cost;
  - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
  - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
  - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
  - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Requirements for Federal Subawards.** Requirements for Federal Subawards. Sponsors must also comply with program income requirements (see 2 C.F.R. Part 200 (as updated) for federal awards).

#### PROCUREMENT REQUIREMENTS

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

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

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be

enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

**B. Requirements for Federal Subawards.**

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

**TREATMENT OF EQUIPMENT AND ASSETS**

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

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

**RIGHT OF INSPECTION**

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

**STEWARDSHIP AND MONITORING**

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

**PROVISIONS FOR FEDERAL SUBAWARDS**

The following provisions shall be in force for this agreement:

- A. **Sub-Recipient** (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 (as updated). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the

costs.

B. **Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, Build America, Buy America Act, Pub. L. No. 117-58, Section 70901-52.** Subrecipients must comply with section 70914 of the Act, including by the incorporation of a Buy America preference in the terms and conditions of each award with an infrastructure project. The Act requires the following Buy America preference:

- 1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- 3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.
- 4) Subject to subsequent approved federal agency specific waivers.

C. **Binding Official.** Per 2 CFR 200 (as updated), as updated, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

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

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

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

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

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed

in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

- F. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- G. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- H. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- I. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- J. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- K. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- L. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- M. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

### **ORDER OF PRECEDENCE**

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

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

### **LIMITATION OF AUTHORITY**

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

### **WAIVER OF DEFAULT**

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

### **APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH**

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

### **SPECIFIC PERFORMANCE**

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

### **TERMINATION AND SUSPENSION**

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

- A. **For Cause.**
  - 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:

- a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
  - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
  - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
  - 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.
- B. For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:
- 1) The Sponsor was not in default; or
  - 2) Failure to perform was outside Sponsor's control, fault or negligence.
- C. Rights and Remedies of the RCO.**
- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
  - 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
- D. Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.
- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
  - 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

**DISPUTE HEARING**

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

- A. The disputed issues;

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

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

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

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

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

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

#### **ATTORNEYS' FEES**

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

#### **GOVERNING LAW/VENUE**

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

#### **SEVERABILITY**

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

#### **END OF STANDARD TERMS AND CONDITIONS**

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

# 23-1853 Agreement - South Sound HSIL Outreach

Final Audit Report

2024-05-07

Created:	2024-05-07 (Pacific Daylight Time)
By:	Deena Resnick (deena.resnick@rco.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbP_7PoH3kzZ-4ggNJBG8j3ImU7H9NlSk

## "23-1853 Agreement - South Sound HSIL Outreach" History

-  Document created by Deena Resnick (deena.resnick@rco.wa.gov)  
2024-05-07 - 9:03:10 AM PDT - IP address: 198.238.202.135
-  Document emailed to smoorehead@thurstoncd.com for signature  
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-  Email viewed by smoorehead@thurstoncd.com  
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-  Signer smoorehead@thurstoncd.com entered name at signing as Sarah Moorehead  
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-  Document emailed to Christy Rains (christy.rains@rco.wa.gov) for signature  
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Signature Date: 2024-05-07 - 9:49:31 AM PDT - Time Source: server- IP address: 198.238.202.135
-  Agreement completed.  
2024-05-07 - 9:49:31 AM PDT



# BOARD MEETING ITEM SUMMARY SHEET

<b>Agenda Item Title:</b> TCD Anti-Harassment Policy Update	
<b>Lead Staff:</b> Kirsten Hill	<b>Board Meeting Date:</b> 05/28/24
<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>The current policy has language referring to gender. The proposed updated policy uses non-gendered language.</p>	
<b>Pros:</b> The update to non-gendered language makes this a more inclusive policy.	<b>Cons:</b> None that we are aware of.
<b>Fiscal Impacts:</b> <i>Please describe the costs associated with this action.</i>	
None	
<b>Recommended Action:</b>	<i>What decision do you recommend the board make?</i>
We recommend that the Board vote to approve the update policy with the non-gendered language.	
<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 and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>	
TCD Anti-Harassment Policy - updated 5.9.2024	



# Thurston Conservation District

## TCD Policy 2.4: Anti-Harassment Policy



Proposed Date: May 28, 2024

### **Purpose:**

To define harassment as unacceptable conduct in the workplace.

### **Definitions:**

*Harassment* is a form of discriminatory behavior. Harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

Harassment is prohibited by State and Federal anti-discrimination laws where:

- Submission to such conduct is made a term or condition of an individual's continued employment, promotion, or other condition of employment.
- Submission to or rejection of such conduct is used as a basis for employment decisions affecting an individual employee.
- Such conduct is intended to interfere with or result in interference with an employee's work performance or create an intimidating, hostile, or offensive work environment.

Examples of prohibited conduct include, but are not limited to:

- Derogatory or vulgar comments sexually suggestive language.
- Remarks about a person's physical anatomy or characteristics.
- Distribution of written or graphic materials of a sexual nature.
- Leering, innuendo, touching another in a sexually suggestive manner, or touching the intimate, private body parts of another.

### **Policy:**

Sexual harassment is illegal and will not be tolerated by the Thurston Conservation District. All District employees have the right to work in an environment free from sexual harassment. The Thurston Conservation District will take affirmative steps to ensure that this behavior is eliminated.

Any employee found to be in violation of this policy should be subject to corrective action ranging from reprimand to termination.

Any supervisor who has knowledge of discriminatory behavior as previously defined, and who fails to take action to eliminate the behavior, will be subject to corrective action.

## **Procedure:**

Any District employee subjected to unwanted sexual behavior should take immediate action by:

- Directly informing the offender that the conduct is unwelcome and must stop.
- Reporting the behavior to management (immediate supervisor, or any higher-level managerial person).

Where the employee believes that they are being harassed by their supervisor or has complained to their supervisor of harassing conduct but is dissatisfied with the action, the employee should contact the Executive Director directly.

No employee will be subject to retaliation for bringing a complaint of harassment to management. Employees not comfortable discussing the matter with a supervisor or the Executive Director should contact the District Treasurer or any Member of the Board with whom they feel comfortable.

Supervisors who observe or become aware of sexually harassing behavior are expected to take immediate and appropriate corrective action, by taking the following progressive steps:

1. Encourage the employee to inform the offender that the conduct is unwelcome and must stop.
2. Talk to the offending employee.
3. Utilize the *Performance Improvement* process to eliminate unwanted behavior.

Should the behavior continue; supervisors should bring the matter to the attention of their immediate supervisor or the Executive Director and/or take disciplinary action as appropriate.

Upon receiving a formal complaint, the Executive Director may designate an investigator if deemed appropriate. Within two weeks after receiving a formal complaint, the investigator will conduct an interview with the complainant and any witnesses to the alleged conduct.

The investigator will interview the alleged offender and witnesses to the alleged offender's statements. The investigator will keep notes from the interviews to be used throughout the investigation.

The investigator will analyze the information from the investigation and relevant documentation to determine if sexual harassment occurred. If sexual harassment occurred, the investigator would determine and recommend to the Executive Director an appropriate remedy for the complainant and appropriate disciplinary action for the offender. The investigator will report the results of the investigation and recommend any appropriate corrective action within eight weeks of the date that the complaint was originally filed.

If the investigative process requires more than the stated time frame, the complainant will be kept informed of the status of the investigation.

If sexual harassment did occur, the Executive Director will determine if the recommended remedy for the complainant and disciplinary action for the offender is appropriate, or modify it, if necessary, within one week from notification of the investigation results and recommended corrective actions.

The Executive Director will immediately inform the complainant of the action to be taken. The employee and/or Union representative will be notified upon the conclusion of the investigation. The District will provide the employee and the Union representative with a copy of the investigation report.

The Executive Director will immediately inform the offender, verbally and in writing, regarding the disciplinary action to be taken, the effective date of the disciplinary action, and the right to dispute this determination. If dissatisfied with the findings or recommendations, the complainant or offender may file a written rebuttal statement with the Executive Director.

The rebuttal statement will be reviewed by the Executive Director to determine if the findings and recommendations will be final or if further consideration of the recommendations is checked.

The Executive Director may delegate any responsibilities under this policy to the District Treasurer but reserves the right to take final action in this manner.

Any alleged violation of a policy or procedure involving the conduct of the Executive Director may be raised directly with the District Treasurer or a Member of the Board of Supervisors. The Board may take any appropriate action to investigate or remedy the complaint. Any actions or remedies taken by the Board shall not apply to decisions made by the Executive Director resolving complaints involving the conduct of other District employees.



# BOARD MEETING ITEM SUMMARY SHEET

<b>Agenda Item Title:</b> Amendment to Professional Services Contract 2022-08 RBR Cultural Resource	
<b>Lead Staff:</b> Mara Healy	<b>Board Meeting Date:</b> 05/28/24
<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>
Adding additional scope of work for next phase of cultural resources monitoring work on the Riverbend Ranch project.	
<b>Pros:</b> Necessary for the completion of the project. Existing contract in place.	<b>Cons:</b> None.
<b>Fiscal Impacts:</b> <i>Please describe the costs associated with this action.</i>	
None. RBR project funding is earmarked for CR monitoring.	
<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 type="checkbox"/> <b>No</b> <input checked="" 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>	
Amendment with SOW attachment.	





AMENDMENT TO CONSULTANT PROFESSIONAL SERVICES CONTRACT BETWEEN ANTIQUITY CONSULTING AND THURSTON CONSERVATION DISTRICT

**Riverbend Ranch Professional Services Contract #2022-08**

**Project: ASRP Riverbend Ranch Project, Phase 2: Design & Implementation (TCD R050 – ASRP Riverbend)**

**Description:** Antiquity Consulting will provide professional services to Thurston Conservation District to complete the cultural resources monitoring requirements of the ASRP Riverbend Ranch Project.

- 1. Term of Agreement.** The Parties agree to extend the term of the Original Agreement for four (4) years (“Renewed Term”) from May 15, 2024 (“New Effective Date”), pending Thurston Conservation District Board approval, and with conditions stated under the Original Agreement unless otherwise intentionally omitted, modified and/or amended under this Amendment.
- 2. Scope of Work to be Performed.** The Parties agree to amend the scope of the Original Agreement to include the next phase of work and services described in Exhibit B. In addition the consultant will participate in one pre-construction coordination meeting. The consultant shall perform the work and services described in Exhibit B. If specified in Exhibit B, the work and services shall be performed pursuant to task orders issued by the District. In the event of a conflict between Exhibit B and this Agreement, the provisions of this Agreement shall prevail.
- 3. Compensation.** The District shall pay the Consultant for all completed work and services as provided in Exhibit B. The total amount paid under this Agreement shall not exceed **\$36,523 dollars** unless mutually agreed upon in writing by the parties.

CONSULTANT

THURSTON CONSERVATION DISTRICT

By \_\_\_\_\_

By \_\_\_\_\_

Owner/Principal, Antiquity Consulting

Board of Supervisors, Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_





**Exhibit B**  
**Additional Scope of Work**

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Riverbend Ranch ASRP Cultural Resources

**Professional Services Contract #2022-08**

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# Archaeological Monitoring for the Riverbend Ranch Restoration, 2024-2025, Thurston County, WA

## PREPARED BY

Beth Mathews, MA,  
Archaeologist & CEO  
Antiquity Consulting  
4800 Capitol Blvd SE, Suite A  
Tumwater, WA 98502  
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360.819.4998 office  
[www.antiquityconsulting.com](http://www.antiquityconsulting.com)

***Thank you for inviting Antiquity Consulting to respond to your request for Cultural Resource services.***

Antiquity Consulting is small woman-owned cultural resource consulting firm founded in Olympia in 2018. My company is part of a decades-long tradition in the Pacific Northwest of female archaeologists forging their own path to build companies that value equity and prioritize relationships while providing superior scientific research. In our first six years we gained a reputation for our thorough and creative approach to resolving difficult cultural resource management issues.



At Antiquity we pride ourselves on helping our clients navigate compliance issues as efficiently as possible while minimizing impacts to projects and resources. Our client's projects benefit from our history of collaborative management, as we respectfully consider the long-term concerns of Tribes, local governments, state and federal agencies, and the public. Our exhaustive approach to developing local archaeological and historical contexts, as well as our research integrity ensure that our assessments are well-informed and minimize risk and delay to your project.

I look forward to working with you and supporting your successful project. The enclosed proposal is based on our current understanding of your project needs. Please reach out if you have any concerns about the assessment process or need clarification on the proposal.

Regards,

***Beth Mathews, CEO***  
***Antiquity Consulting***

# About Antiquity

## *What makes Antiquity Consulting unique?*

### **WESTERN WASHINGTON & PUGET SOUND EXPERIENCE**

Antiquity is uniquely qualified to survey, inventory, and assess impacts to cultural resources in western Washington due to our staff's long history of conducting intensive historical and archaeological research here. Conveniently located in Tumwater, we can quickly respond to local cultural resource concerns throughout western Washington. Our location also promotes easy access to local archival materials, meetings with local stakeholders and consulting parties, and fieldwork locations. Our highly qualified staff have extensive experience conducting cultural resource management services across Washington State, and we are enthusiastic proponents of building comprehensive historic contexts and research programs which encourage management efficiency while honoring local heritage.

### **TRIBAL COORDINATION**

At Antiquity we prioritize our relationships with Tribes and their staff, and are leaders in decolonizing cultural resource management. We prioritize Tribal Coordination during cultural resource management tasks and recognize the professional and ethical importance of collaborating with Tribal Historic Preservation Offices during research design, fieldwork, and analysis phases of archaeological work. Our history of coordination has also resulted in the development of a survey methodology notification process which affords Tribal staff the opportunity to review our survey plans prior to fieldwork commencing. In particular Antiquity has maintained positive relationships with the Nisqually Indian Tribe, Squaxin Island Tribe, Confederated Tribes of the Chehalis Reservation, Quinault Indian Nation, and Puyallup Tribe of Indians during all phases of cultural resource surveys.

### **DIGITAL FIELD RECORDATION METHODS**

Antiquity is one of the first firms in the region to adopt digital field recordation methods, going fully digital in 2021. This has supported greater efficiency, reliability, and accuracy in our fieldwork, particularly on projects that require multiple phases. Reviewers appreciate our detailed records and maps.

## **Cultural Resource Services**

- Archaeological Assessments/Surveys
- Archaeological Site Delineation
- Archaeological Site Eligibility Recommendations
- Archaeological Monitoring
- Inadvertent Discovery Plan Development
- Historic Context Development
- Historic Property Inventory

# Antiquity Team



## **Beth Mathews, MA, RPA**

### **ARCHAEOLOGIST, HISTORIAN, & CEO**

Archaeologist Beth Mathews, MA, is the Principal of Antiquity Consulting and will serve as the project manager, research designer, and assessment writer for this project. Beth is an expert in Washington archaeology and history and is dedicated to providing the highest quality historical research, archaeological survey, and reporting. As a small business owner, she can efficiently meet project needs by working directly with the client, local governments, agencies, and Tribes. Beth is a Secretary of the Interior qualified archaeologist and meets the Washington State professional Archaeologist qualifications. Beth has 17 years of experience in this field, has conducted over 190 assessments, and established Antiquity in 2018.

## **Katy Leonard-Doll, MA, RPA**

### **FIELD ARCHAEOLOGIST**

Archaeologist Katy Leonard-Doll, MA recently joined the Antiquity team as a Field Archaeologist. Originally a west sider, she has come back to the area after completing her Masters in Anthropology from Washington State University. Katy came to the field of archaeology through her interest in ethnobotany, which she applies to cultural resource management through research and fieldwork. Her family has deep historical roots in the southern Puget Sound, which has provided her with a unique perspective on Indigenous Archaeology and Tribal collaboration.

## **Laura Johnson, BA**

### **ARCHAEOLOGICAL FIELD TECHNICIAN**

Laura joined the Antiquity team as an intern this spring after finishing her BA at Augustana University in Sioux Falls, South Dakota. Laura is an excellent writer with a background in journalism. Originally from Alaska, she enthusiastically brings her love of the Pacific Northwest landscapes to our field crew. At Antquity she will be developing her cultural resource management field and writing skills before attending grad school.

# Our Work



*Antiquity has extensive experience throughout western Washington, and is a preferred firm by Tribes and governments in the southern Puget Sound. We are well-versed in Thurston County, Tumwater, Olympia, Lacey, and Yelm cultural resource protocols and requirements, and have exceptionally positive collaborative experience working with consulting Tribes in Thurston County, which ensures a quick review and inadvertent discovery process.*

## *Our Most Recent Thurston County Monitoring Work Includes:*

- Archaeological Monitoring for the Market Flats development, Olympia  
This project required mitigation for a significant precontact and historic archaeological site. Assessment began in 2019, and mitigation work continued into 2024.
- Archaeological Monitoring for the 2023 Riverbend Ranch Fish Passage Improvement Project, Thurston County  
This project required several days of monitoring in 2023.
- Archaeological Monitoring for the Warehouse 40 development, Tumwater  
This project is situated at the historically significant Bush Farm. During assessment of project impacts a precontact site was recorded. Project monitoring work in 2023-2024 included assessment of historic features for association with significant historic events associated with the history of the earliest American settlement in Washington.

# Typical Project Schedule

Antiquity typically anticipates commencing research upon notice to proceed, with a monitoring report drafted 60 days after fieldwork is complete, per the following plan:

## **MILESTONE ONE: CULTURAL RESOURCES TRAINING**

Prior to project ground disturbing work, a cultural resources training will be hosted with relevant project management and contractors. This training will overview cultural resource laws, introduce the project team to the project monitoring plan and inadvertent discovery plan, and include an introduction to artifact identification. The monitoring process and IDP will be discussed with onsite project staff to prevent work stoppages and communication errors.

## **MILESTONE TWO: ARCHAEOLOGICAL MONITORING**

Archaeologist Beth Mathews, MA, or a delegated archaeologist, will be on site during activities with the potential to impact significant cultural resources, with the intention of rapidly assisting with preservation in the event a discovery is made. Mathews will work with project staff to develop a monitoring process which affords the opportunity to monitor potential impacts to cultural resources and allows maximum productivity of project work. Monitoring is to occur within areas designated in the monitoring plan, and the archaeologist will be on-call for inadvertent discoveries during construction. Weekly updates will be distributed via email to USACE and consulting parties for any week when monitoring occurs.

## **MILESTONE THREE: MONITORING MEMO PRODUCTION**

Qualified archaeologist Beth Mathews will produce a summary report of the archaeological monitoring results, in accordance with Washington State Department of Archaeology and Historic Preservation (DAHP) Standards reporting standards for cultural resource assessments. This cultural resource assessment will follow the format recommended by DAHP and will include the following sections: 1) DAHP cover sheet; 2) title page; 3) introduction; 4) project description; 5) methodology; and 6) conclusions and recommendations.

The report will record all relevant and required data collected during the archaeological monitoring. If necessary, this cultural resource assessment may provide management recommendations, such as archaeological site avoidance or intensive (Phase II-III) testing of archaeological resources identified in the project area. All Antiquity Consulting reports are submitted to consulting Tribes for informal review at the time of formal submission to the Department of Archaeology and Historic Preservation. Archaeological site investigation and reporting is to be contracted separately. Antiquity will provide TCD with a draft report prior to report submission and distribution.

# Compensation

The proposed budget covers raw labor costs, direct expenses, indirect costs, and profit. The budget will cover costs for cultural resource services as described in the proposed scope of work. Any additional work may be negotiated separately from this scope of work. Antiquity will not proceed with additional work without providing a budget and receiving notice to proceed. Any additional work may be negotiated separately from this scope of work. Payment is expected 30 days after completion of scoped work. A retainer fee is not required. This is a Not to Exceed Budget. Additional monitoring hours/days can be calculated as described below.

DESCRIPTION	PRICE	QTY	SUBTOTAL
<b>Archaeological Monitoring Report</b> 30 hours x \$86/hr Field Archaeologist 1 draft and 1 final (Flat Fee)	\$2,580	1	\$2,580
<b>Archaeological Monitoring Daily Rate</b> Field Archaeologist Monitoring Rate (\$969.80 10 hours (8 hours field + 1 hour project management & reporting + 1 hour travel) + \$23.80 mileage (35 miles daily). This budget assumes a maximum of 35 days of monitoring, with 8 hour field days. Additional monitoring days can be budgeted at the daily rate.	\$969.80	35	\$33,943
Field hours over 40 hours in a week will be calculated at \$129/hr.	\$129	0	\$0
<b>TOTAL</b>			<b>\$36,523</b>

Please reach out with any questions you may have. If you have additional information to provide please email [antiquityconsulting@gmail.com](mailto:antiquityconsulting@gmail.com). By signing this scope of work you are issuing notice to proceed and affirm that all necessary project details have been provided to Antiquity. Antiquity will execute the contract as soon as possible following your signature.

Item

5

WACD and NACD Update for  
Thurston Conservation District  
May 28, 2024

**WACD (Board work session on 5/20/24)**

Finances

- Currently on-budget as we get near the end of the fiscal year. Investments are doing fine (like the stock market. Proposed 24-25 budget is \$2,368,000 and will be balanced. 74% of the budget goes to the Plant Materials Center and 26% to executive operations. PMC=\$1,749,000 and executive=\$619,770.
- WACD is talking with NRCS about funding support (this is in addition to that from the Commission).
- Audit – WACD is examining third-party audit options and will decide action in June. It will be expensive but give reassurance of our financial standing.

Legislative

- Will in increase in lobbying costs next year.
- WACD exploring relationship with Pacific Education Institute (a group that helps NGOs).
- WACD looking at ways to prioritize resolutions – as it sits, staff has to decide.

**NACD**

- NACD's Pacific Region is seeking feedback on the DRAFT workplan. Comments to [Caleb Griffin](#) (and contact him for a copy of the plan). Focus is:
  - Primary priorities – team development, advocate for funding and marketing, NACD info more available (peer-to-peer and web, resources, data bases, etc.), regional staff at state and local events especially for those with limited resources, grants, inviting tribal CDs to attend events at state and NACD functions, assist districts in developing DEI statements, state updates at board meetings, marketing and communications plan.
  - Secondary – enhance board communications, ROI on NACD investments, website improvements to expand access to NACD resources, 2-3 minute updates from committees at NACD meetings, survey member satisfaction, improve resources for CDs.
- Possible grants training at some of the upcoming state/territory PAC/SW meetings.
- **The 2024 Pacific/SW Joint Region Meeting is in Anchorage, AK September 11-13, 2024.** [Register here.](#)
- Next Pacific zoom meeting (June 4th @ 3pm Pacific Daylight Time). Contact Doug for the link.

**Conservation Technical Assistance (CTA) FUNDING** - On 3/29, NACD and a coalition of agriculture and conservation organizations [sent a letter](#) to leaders of the U.S. House and Senate appropriations committees requesting at least \$1.2 billion for NRCS Conservation Operations and fully authorized funding for farm bill conservation programs in FFY25. More than 85 conservation and agriculture groups signed the letter supporting requests. CTA Conservation Operations, facilitates the implementation of on-the-ground conservation by supporting our conservation workforce, conservation planning, and the extension of specialized technical assistance to producers.

**ESA CHANGES** - The U.S. Fish and Wildlife Service [release](#) three final rules amending regulations of sections of the Endangered Species Act (ESA). These revisions alter sections of the ESA regulating listing of critical habitats, consultation requirements, and prohibitions for threatened species. NACD signed a [signed a comment letter](#) highlighting concerns the rules may not provide regulatory clarity nor improve certainty.

**UPCOMING WACD and NACD MEETINGS and EVENTS**

May 29-30, 2024	<a href="#">WACD Legislative Workshop</a> – Ellensburg
June 17, 2023	WACD Board meeting - Bow
August 10-14, 2024 ...	<a href="#">NACD 2024 Summer Meeting in Boston.</a>
September 11-13, 2024.....	NACD Pacific/Southwest Joint Region Meeting, Anchorage, AK. <a href="#">Register here.</a>
February 8-12, 2025	<a href="#">NACD 79<sup>th</sup> Annual Meeting</a> in Salt Lake City.

Item

8



# Thurston Conservation District

## RESOLUTION

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Resolution #2024-03

Subject: Rates & Charges – Adopting a System of Rates and Charges

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THURSTON CONSERVATION DISTRICT PROPOSING A SYSTEM OF RATES AND CHARGES TO THURSTON COUNTY, WASHINGTON AND RELATED PROVISIONS SET FORTH HEREIN.**

**THE BOARD OF SUPERVISORS OF THURSTON CONSERVATION DISTRICT, WASHINGTON, does hereby resolves as follows:**

### **SECTION 1. FINDINGS AND DETERMINATIONS.**

**The Board of Supervisors (the “Board”) of Thurston Conservation District, Thurston County, Washington (the “District”) hereby makes the following findings and determinations:**

1.1. The District is a governmental subdivision of the State of Washington and a public body corporate and politic, created in Thurston County and operating since 1948. As a requirement for District formation, the State Conservation Commission found that “the public health, safety, and welfare warrant the creation” of the District. RCW 89.08.080. In addition, the Legislature made express findings relating to conservation districts, stating that “the preservation of these lands is necessary to protect and promote the health, safety, and general welfare of its people” and that “it is hereby declared to be the policy of the legislature to provide for the conservation of the renewable resources of the state...and thereby...to protect and promote the health, safety, and general welfare of the people of the state.” RCW 89.08.010. Under chapter 89.08 RCW, the Legislature has provided that the services, improvements and programs of the District are necessary to the public health, safety and welfare of the District and the state. The District exercises public health, safety and welfare (police power) functions in those portions of unincorporated Thurston County, the municipalities of Lacey, Olympia, and Tumwater and those portions of the municipalities of Rainier, Tenino, and Yelm.

1.2 Improper land-use practices have caused and have contributed to, and are now causing and contributing to, a progressively more serious erosion of the lands of the District. It is necessary that land-use practices contributing to soil wastage and soil erosion be discouraged and discontinued, and appropriate soil-conserving land-use practices, and works of improvement for flood prevention of agricultural and nonagricultural phases of the conservation, development, utilization and disposal of water be adopted and carried out to preserve natural resources, protect public lands, and protect and promote the health, safety and general welfare of the people of the District (the “Conservation Projects”). The District programs assist land to be managed for sustainable, profitable production of food and crops as a better choice than lands left to become filled with noxious weeds or converted to polluting activities. Many District programs are designed to help private land managers do a better job of protecting natural resources as they make a living from their land.

1.3 Pursuant to chapter 89.08 RCW, the District is responsible for and authorized to carry out Conservation Projects within the District, including but not limited to soil conservation; measures to address property compliance with Clean Water Act standards; habitat protection; habitat restoration and technical assistance; education; water quality monitoring; rain garden programs; invasive species programs; and, agriculture and forest land assistance. District programs, Conservation Projects and improvements include:

1.3.1 Purchase properties or conservation easements to protect high-quality wildlife habitat and productive working lands which support the District's resource conservation mission. Implement appropriate habitat restoration or enhancement projects. Maintain existing agricultural activities to preserve local farmland and support local agricultural producers, including providing access to fresh, local food to all residents of the District by working with Thurston County Food Bank, Garden Raised Bounty and Victory Farm, Catholic Community Services, area farmers markets, school and community gardens, and other programs. Operate the South Sound FarmLink program to connect farmers and landowners to keep farmland productive and support our local agricultural economy.

1.3.2 Cooperative activities to restore high-quality habitat include personal site visits with landowners; development of best management practices and conservation plan; recommendations for invasive/non-native weed eradication; project coordination and implementation (e.g. stream planting with volunteers). In addition, the district facilitates a cost share program to implement best management practices including, but not limited to: manure storage structures, livestock fencing, etc. that result in an economic benefit to working lands. Many local, state and federal agencies are working to save threatened and endangered species. Unlike most others, the District works directly with private landowners who have direct control over management activities on their lands, for the benefit of those properties and the land and waters of the District.

1.3.3 Promote District-wide best management urban, suburban and rural conservation practices through education and outreach activities such as workshops, community forums and field tours. Participate in local working groups such as Puget Sound Local Working Group, South Thurston Economic Development Initiative, Thurston County Agricultural Advisory Committee, Career and Technical Education Advisory Committee, Southwest Washington Grazing Association and South Sound Food Systems Network. Lead projects at the request of partners (cities and Thurston County) to help them meet Habitat Conservation Plan and Voluntary Stewardship Program goals and requirements, along with meeting Clean Water Act standards.

1.3.4 Provide District-wide water quality improvement upon urban, suburban and rural properties by conducting water quality trainings and workshops, such as the agricultural runoff and riparian buffer workshop. Lead field trips on topics including water quality, flood prevention, native plants, stormwater, stream ecology, and agricultural best management practice implementation. Promote best management practices at fairs, festivals and other public events. Lead community volunteer groups to restore riparian areas on streams and lakes of Thurston County. Restore access to and condition of fish habitat in streams and rivers in the District by removing fish passage barriers (culverts, etc.) and improving habitat conditions (instream and riparian). Partner with municipalities, the Thurston County Public Health and Social Services, the Washington Department of Ecology, and USGS on specific projects (e.g. TMDL monitoring, groundwater model). All of these programs offset the cost of Clean Water Act compliance on other entities and ratepayers.

1.3.5 Conserve and protect high quality agricultural soils by providing landowner education and development of a best management practices plan to help livestock owners comply with mandated County regulations, thereby offsetting the cost and burden of the impacts of certain agricultural impacts. Act as hub for county-wide partnership of individuals, organizations and government agencies to support local agricultural economy. Provide technical assistance and funding opportunities for market-based incentives which retain high quality agricultural soils through prevention of land conversion to residential or commercial land use. Serve local farm businesses and all market-based agricultural support organizations with technical assistance to the benefit of both the agricultural community and the District residences who receive increased and consistent access to local produce, meats and other products. Provide resources to help keep farmers on the land (e.g. mobile small farm equipment, poultry processing unit, soil fertility analysis and other agriculture infrastructure).

1.3.6 Educate the community through events along waterways draining into recreational and commercial shellfish production areas to prevent damage to shellfish beds caused by erosion and sedimentation of stream channels, reservoirs, dams, ditches, and harbors; loading the air with soil particles; loss of fertile soil material in dust storms; and the accumulation of soil on lower slopes and its deposit over alluvial plains. Educate the public about the importance of conservation and restoration of natural resources for the working waterfront, shellfish, aquatic health, food, water quality, slope stabilization, and habitat.

1.3.7 Ignite student curiosity and create hands-on learning opportunities through South Sound GREEN (Global Rivers Environmental Education Network). This watershed education program in Thurston County educates, empowers and connects about 50 classrooms and 1200 students in watershed studies annually. Through South Sound GREEN, participants engage in science and engineering practices related to water quality in South Sound. Participants include: North Thurston Public Schools, Olympia School District, Tumwater School District, Rainier School District, Griffin School District, St. Martin's College, The Evergreen State College, private schools and home-schooled students. Support is provided by private landowners; Thurston County; and the cities of Olympia, Lacey and Tumwater.

1.3.8 Improve forest health and reduce wildfire fuels by partnering with landowners, Fire Districts, non-governmental organizations, and local, state, federal agencies to complete projects to reduce wildland fire risks with a focus on Community projects that involve multiple landowners and to complete projects to improve forest health by reducing the potential of damage from pests and disease.

1.4 Part of the regulations and controls under both federal and state law regarding water pollution is the establishment and maintenance of appropriate measures for education and implementation of best management practices. See 33 U.S.C. 1251 et seq.; 40 CFR 122.26(d)(2)(iv) (required measures for State NPDES programs including education and planning to implement best management practices and control techniques to reduce pollutants). The District provides such service, both independently and together with Thurston County and cities within the District.

1.5 Certain properties within the District receive direct or indirect benefit from the carrying out of Conservation Projects. Direct benefits are those benefits arising out of Conservation Projects conducted on property that benefits such property. Indirect benefits are those benefits received by property (e.g., downstream or adjacent parcels), but arising out of Conservation Projects conducted on other property.

1.6 It is appropriate for property owners within the District that benefit either directly or indirectly from the Conservation Projects to pay for the cost of carrying out the District's Conservation Projects.

1.7 The District engaged FCS Group ("FCS"), an independent financial consulting firm that provides economic, public finance, management consulting, and financial (rates, charges, and fees) services to public sector entities throughout the country, including city and county governments, utilities, municipal corporations and ports, special purpose districts, and state agencies. FCS has evaluated the services provided by the District and has developed a rate structure, as part of the Thurston Conservation District Rate Study (FCS Group, 2017) that allocates the costs of District services to classes of property.

1.8 In determining a rate structure, the Board has considered the discretionary factors set forth by the Legislature in Chapter 60, Laws of 2012, including:

1.8.1 Services furnished, to be furnished, or available to landowners in the District;

1.8.2 Benefits received, or to be received, or available to property in the District;

1.8.3 The character and use of land in the District;

1.8.4 The nonprofit public benefit status of land users in the District;

1.8.5 The income level of persons served or provided benefits, including senior citizens and disabled persons; and

1.8.6 Other matters that present a reasonable difference as a grounds for distinction among properties.

1.9 The Board finds that ten classes or categories of property are appropriate: residential, commercial, transportation, trade, services, recreational, agricultural, resource lands, forest land, and undeveloped/open space, as further defined in this Resolution. There is a rational basis for distinguishing land within the District into classes on the basis of property use and the variation of properties within these classes is found to reflect differences in services and/or benefits received, to be received or available from the Conservation Projects.

1.10 The Board finds that it is appropriate to assign weighting factors to each class of property that reflect distinctions among those properties relating to the services and/or benefits received, to be received or available from the District. The weighting factors include (1) services and/or benefits received, to be received or available that are insignificant or immeasurable to certain property; (2) services and/or benefits received, to be received or available to classes of property to a lesser degree; and, (3) services and/or benefits received, to be received or available that more fully support property (compared to other classes of property). There is a rational basis for distinguishing services/benefits received or available from District services and Conservation Projects with the use of such weighting factors and the variation of services/benefits within these factors is found to be minor and to reflect only minor differences in services benefit received or available from the Conservation Projects.

1.11 The administrative cost of calculating the charge for each individual property and maintaining accurate information would be very high. Therefore, a flat charge for each parcel within each property class is less costly to administer than calculating a separate charge for each parcel and is equitable because of the similarities of the characteristics and uses within each property class. The District considered but determined a per acre charge may result in miscalculations and confusion among rate payers and was not appropriate for use at the current time.

1.12 The rates proposed to Thurston County (“County”) by this Resolution were calculated within the parameters of a rate model from the FCS Rate Study. Under the rate model, the estimated annual costs of each Conservation Project were allocated to ratepayers as follows:

- 1.12.1 number of parcels in each of the property categories;
- 1.12.2 direct and indirect services/benefits received by or available to property within each property category, as generally described in this Resolution; and
- 1.12.3 a weighting factor reflecting the degree of services/benefits received by or available to each property class for each Conservation Project as described in Section 1.10, above.

1.13 The 2017 FCS Rate Study calculated rates per parcel per year for seven of the classifications, as follows: residential (\$5.3600), commercial (\$5.3500), transportation (\$5.3500), trade (\$5.3500), services (\$5.3500), recreational (\$5.3500), resources ag/agricultural (\$5.3600), resource (\$5.3500), forest land (\$5.3500), and undeveloped/open space (\$5.3500). The rate model provides a reasonable basis for establishing the rates proposed by this Resolution.

Land Use Category		Calculated Rates	
		Per Parcel	Per Acre
1	Residential	\$ 5.3600	\$ 0.1300
2	Commercial	\$ 5.3500	\$ 0.1300
3	Transportation	\$ 5.3500	\$ 0.1300
4	Trade	\$ 5.3500	\$ 0.1300
5	Services	\$ 5.3500	\$ 0.1300
6	Recreational	\$ 5.3500	\$ 0.1300
7	Resources AG	\$ 5.3600	\$ 0.1300
8	Resources	\$ 5.3500	\$ 0.1300
9	Resource Designated Forest Land	\$ 5.3500	\$ 0.1300
10	Undeveloped/Open Space	\$ 5.3500	\$ 0.1300
<b>TOTAL</b>			

As adjusted proportionally: residential (\$5.0000), commercial (\$4.9900), transportation (\$4.9900), trade (\$4.9900), services (\$4.9900), recreational (\$4.9900), resources ag/agricultural (\$5.0000), resource (\$4.9900), forest land (\$2.9900), and undeveloped/open space (\$4.9900), such rates do not exceed the maximum rates permitted under Chapter 60, Laws of 2012. These rates are an allocable share of the costs of services/benefits received or available to the property owners in the District from District services, programs and Conservation Projects, all for the preservation of natural resources, protection of public lands and waters, and protection and promotion of the health, safety and general welfare of the lands and people of the District.

Land Use Category		Calculated Rates	
		Per Parcel	Per Acre
1	Residential	\$ 5.0000	\$ 0.1000
2	Commercial	\$ 4.9900	\$ 0.1000
3	Transportation	\$ 4.9900	\$ 0.1000
4	Trade	\$ 4.9900	\$ 0.1000
5	Services	\$ 4.9900	\$ 0.1000
6	Recreational	\$ 4.9900	\$ 0.1000
7	Resources AG	\$ 5.0000	\$ 0.1000
8	Resources	\$ 4.9900	\$ 0.1000
9	Resource Designated Forest Land	\$ 2.9900	\$ 0.0100
10	Undeveloped/Open Space	\$ 4.9900	\$ 0.1000
<b>TOTAL</b>			

1.14 The rates proposed herein to pay the costs of carrying out the Conservation Projects are fees for which the federal government is liable under the Clean Water Act to the same extent as any other classification of land. 33 U.S.C. § 1323(a), and Pub.L. 111-378, § 1, 124 Stat. 4128 (2011); and, *United States of America v. City of Renton, et al.*, Western District of Washington Cause No. C11-1156JLR (2012).

1.16 The consideration, development, adoption and implementation of the rates proposed herein follows the public hearing held on May 12, 2024, held by the District pursuant to RCW 89.08.400(2), public notice of which was properly provided by postings throughout the District and through publication, along with additional postings via web and social media.

1.17 By Resolution No. 2024-04, the District has established a process providing for landowner appeals of the individual rates as may be applicable to a parcel or parcels.

## **SECTION 2. DEFINITIONS.**

2.1 “Billing year” means the calendar year that bills are sent through the property tax statement.

2.2 “Commercial land” means those parcels in the Thurston County Assessor’s property classifications of: 21 - Commercial – Food; 24 - Commercial - Lumber and Wood; 29 - Commercial - Petroleum Refining and & Allied Industries; 34 - Commercial - Fabricated Metal Products; 35 -Commercial - Professional, Scientific, and Control Instruments, Photographic, Clocks, etc.; 39 - Commercial - Misc Commercial.

2.3 “Forest land” means those parcels in the Thurston County Assessor’s property classifications of:

2.4 “Parcel” means the smallest separately segregated unit or plot of land having an identified owners(s), boundaries, and areas as defined by the Thurston County Assessor and recording in the Thurston County Assessor real property file or maps, and assigned a separate property tax account number.

2.5 “Recreational land” means those parcels in the Thurston County Assessor’s property classifications of: 71 - Recreational – Cultural; 72 - Recreational - Public assembly; 73 - Recreational – Amusements; 74 - Recreational - Rec. Activities; 75 - Recreational - Resorts & Group Camps; 76 - Recreational – Parks; 79 - Recreational - Other Recreational.

2.6 “Residential land” means those parcels in the Thurston County Assessor’s property classifications of: 11 - Residential - Single Family; 12 - Residential - 2-4 Units; 13 - Residential – Multiunits; 14 - Residential – Condo; 15 - Residential - MH Park; 16 - Residential -

Hotels/Motels; 17 - Residential - Institutional lodging; 18 - Residential - All other; 19 - Residential - Vacation and Cabin.

2.7 “Resource land” means those parcels in the Thurston County Assessor’s property classifications of: 85 - Resource – Mining; 86 - Resource - Marijuana Grow Operations.

2.8 “Resource AG land” means those parcels in the Thurston County Assessor’s property classifications of: 81 - Resource – Agriculture; 83 - Resource - Agriculture Current Use.

2.9 “Resource Designated Forest land” means those parcels in the Thurston County Assessor’s property classifications of: 88 - Resource - Designated Forest Land.

2.10 “Services land” means those parcels in the Thurston County Assessor’s property classifications of: 61 - Services - Finance/Insurance/Real Estate; 62 - Services – Personal; 63 - Services – Business; 64 - Services – Repair; 65 - Services – Professional; 66 - Services – Contract; 67 - Services – Governmental; 68 - Services – Educational; 69 - Services – Misc.

2.11 “Trade land” means those parcels in the Thurston County Assessor’s property classifications of: 52 - Trade - Retail Trade; 53 - Trade - General Merchandise; 54 - Trade – Food; 55 - Trade – Auto; 56 - Trade – Apparel; 57 - Trade - Furniture & Equipment; 58 - Trade - Eating & Drinking; 59 - Trade – Other.

2.12 “Transportation land” means those parcels in the Thurston County Assessor’s property classifications of: 41 - Transportation – Railroad; 42 - Transportation - Motor Vehicle; 43 - Transportation – Aircraft; 44 - Transportation - Marine Craft Transportation; 45 - Transportation – Highway; 46 - Transportation - Auto Parking; 47 - Transportation – Communication; 48 - Transportation – Utilities; 49 - Transportation – Other.

2.13 “Undeveloped/Open Space land” means those parcels in the Thurston County Assessor’s property classifications of: 91 - Undeveloped – Land; 93 - Undeveloped - Water areas; 94 - Undeveloped - Open Space; 95 - Undeveloped - Timber Land Per RCW 84.34.

2.14 It is the intent of the District that all parcels within the District fall within one of the land classifications defined in this Section. In the event any parcel is inadvertently excluded from any of the land use classifications defined in the Resolution, or Thurston County adopts new land classifications or revises existing land use classifications after the effective date of this Resolution, or for any other reason, the omitted parcel shall be deemed to fall within the land use classification that is most similar to the omitted parcel.

**SECTION 3. RATE SCHEDULE.** The following rate schedule is proposed to the County for a term of five (5) years, unless modified by subsequent District action and County approval. The Board may recommend adjustment of these rates from time to time, to reflect the budgeted costs of carrying out the District’s improvements, services and Conservation Projects and any changes in land categories. The rates are as follows.

3.1 The rate for residential land shall be \$5.00 per parcel per year.

3.2 The rate for commercial land shall be \$4.99 per parcel per year.

3.3 The rate for transportation land shall be \$4.99 per parcel per year.

3.4 The rate for trade land shall be \$4.99 per parcel per year.

3.5 The rate for services land shall be \$4.99 per parcel per year.

3.6 The rate for recreational land shall be \$4.99 per parcel per year.

3.7 The rate for resources ag land shall be \$5.00 per parcel per year.

3.8 The rate for resource land shall be \$4.99 per parcel per year.

3.9 The rate for forest land shall be \$2.99 per parcel per year.

3.10 The rate for undeveloped/open space land shall be \$4.99 per parcel per year.

Specific rates per parcel shall be shown on a spreadsheet provided by the District to the Thurston County Assessor, consistent with Chapter 89.08 RCW.

**SECTION 4. IMPLEMENTATION.** The Executive Director is authorized and directed to take all appropriate and necessary acts to implement this Resolution, including presentation of this Resolution to the County and coordination with the County, including the County Assessor, and correction of any parcel's classification or classification reference in Section 2.

**SECTION 5. RATIFICATION AND CONFIRMATION.** Any action taken consistent with the authority and prior to the effective date of this Resolution is hereby ratified, approved and confirmed.

**SECTION 6. EFFECTIVE DATE.**

This Resolution shall become effective immediately upon its adoption.

**ADOPTED BY THE BOARD OF THE THURSTON CONSERVATION DISTRICT,  
WASHINGTON ON MAY 28<sup>th</sup>, 2024 AND EFFECTIVE IMMEDIATELY.**

**SIGNED:**

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

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

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

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

\_\_\_\_\_  
Marianne Tompkins, Board Member

**ATTEST:**

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



# Thurston Conservation District

## RESOLUTION

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Resolution #2024-04

Subject: Rates & Charges – Establishing a Process for Landowner Appeals of Rates and Charges

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THURSTON CONSERVATION DISTRICT ESTABLISHING A PROCESS TO PROVIDE FOR LAND OWNER APPEALS OF RATES AND CHARGES AS APPLICABLE TO A PARCEL OR PARCELS; AND, PROVIDING FOR OTHER MATTERS RELATED SET FORTH HEREIN.**

**THE BOARD OF SUPERVISORS OF THURSTON CONSERVATION DISTRICT, WASHINGTON, does hereby resolves as follows:**

### **SECTION 1. FINDINGS AND DETERMINATIONS.**

The Board of Supervisors (the “Board”) of Thurston Conservation District, Thurston County, Washington (the “District”) hereby makes the following findings and determinations:

1.1. By Resolution No. 2024-03, the District has proposed to Thurston County (“County”) a system of rates and charges to pay for the costs of carrying out the District’s programs, services and Conversation Projects, pursuant to Chapter 60, Laws of 2012.

1.2 Chapter 60, Laws of 2012 provides that the District shall establish by resolution a process for landowner appeals of rates or charges (collectively, “rates”) as applicable to a parcel or parcels.

1.3 The process authorized by the Legislature for the District’s collection of rates is through the Thurston County-managed property tax statement. This Resolution establishes an appeal process, as required by Chapter 60, Laws of 2012, that is available to owners of property following receipt of annual property tax statements.

### **SECTION 2. APPEAL OF RATES.**

2.1 Any person subject to rates as proposed by Resolution No. 2024-03, may appeal a rate by applying in writing to the District. The rate appealed must first be paid. Filing an appeal does not extend the period for payment of the rate. Delinquent accounts will not be acted upon until paid in full.

2.2 An appeal and request for a bill adjustment may be based on one or more of the following:

2.2.1 The area of the parcel is incorrect;

2.2.2 The property is not assigned the proper rate category;

2.2.3 The parcel is wholly or partially outside the District boundaries; or

2.2.4 The rate is otherwise erroneous in applying the terms of Resolution No. 2024-03, as adopted by Thurston County.

2.3 Any appeal and application for adjustment may be made to the District and shall be decided by the District Board of Supervisors. The burden of proof shall be on the appellant to show that the rate adjustment sought should be granted. All decisions of the District regarding an appeal shall be final and conclusive.

2.4 Any appeal and application for rate adjustment must be filed no later than twenty-one (21) days after the date first payment of annual property taxes are due. An appeal shall contain the Thurston County account number (for the property tax parcel identification number); the name of the owner of the property; a written statement of the basis for the appeal; address of the owner if different from the address shown on the records of Thurston County assessor; appellant's phone number(s) for communication with the appellant; and, the signature of the owner(s) of the property. An appellant is responsible for advising the District of any change in any mailing address or phone number. Failure to respond to District communications regarding an appeal shall be grounds for dismissal of the appeal.

2.5 Hearing Process.

2.5.1 Prehearing Conference. Once an appeal has been timely filed, the Executive Director shall schedule a Prehearing Conference with the appellant within fourteen (14) days. An appellant is required to participate in the Prehearing Conference to assist in expediting the appeal, setting a hearing date and identifying potential for settlement. If the hearing date is not established at the Prehearing Conference, the District shall give separate written notice to appellant no later than fourteen (14) days prior to the hearing.

2.5.2 Expert Witnesses. An appellant shall file in writing, if at all, direct expert testimony from each of appellant's expert witnesses, along with copies of any exhibits introduced through or relied upon by the expert witnesses. Filing of expert testimony and supporting documents (including pictures, drawings or other documents) shall be no later than seven (7) days prior to the appeal hearing.

2.5.3 Appeal Hearing. The hearing shall consist of the following:

A. Opening Statements.

B. Appellant's Case. An appellant's case at the hearing shall be limited to the presentation of lay testimony, to cross-examination by District of any witness whose testimony has been offered by appellant, including expert witnesses whose testimony has been offered in writing pursuant to this rule, and to appellant's redirect examination of any witness from whom cross-examination testimony is taken.

C. District's Case. The District's case at the hearing shall be limited to the presentation of lay testimony, to cross-examination by appellant of any witness whose testimony has been offered by District, including expert witnesses whose testimony has been offered in writing, and to District's redirect of any witness from which cross-examination testimony is taken.

D. Closing Argument.

E. Decision. The Board shall enter a written decision within 14 days after the close of record of the Appeal hearing.

2.6 If the District grants an adjustment which reduces the charge for the current year, the applicant shall be refunded the amount overpaid. If the District determines that an adjustment

should be made which increases the charge due for the current year, the applicant shall receive a supplemental bill that will be due within forty-five (45) days of the date of issue. An appellant seeking a rate adjustment shall be notified in writing of the District's decision.

2.7 The final written decision of the Board of Supervisors may be appealed, if at all, to Thurston County Superior Court no later than twenty-one (21) days of the date of the Board's written decision. The party appealing to Superior Court shall bear the cost of production of the record of hearing before the Board for filing with the Court, such cost to be recoverable in the determination of the Superior Court that the party appealing to the Superior Court substantially prevailed in the appeal.

**SECTION 3. EXECUTIVE DIRECTOR AUTHORITY.**

The District's Executive Director is authorized prior to or after the hearing under Section 2.5, to settle claims and resolve disputes over rates, rate category or classification, and other matters applicable to parcels that are subject to appeal. The Executive Director shall report such settlements to the Board at a regularly scheduled meeting, within 90 days.

**SECTION 4. RATIFICATION AND CONFIRMATION.**

Any action taken consistent with the authority and prior to the effective date of this Resolution is hereby ratified, approved and confirmed.

**SECTION 5. EFFECTIVE DATE.**

This Resolution shall become effective immediately upon its adoption.

**ADOPTED BY THE BOARD OF THE THURSTON CONSERVATION DISTRICT,  
WASHINGTON ON MAY 28<sup>T</sup>, 2024 AND EFFECTIVE IMMEDIATELY.**

**SIGNED:**

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

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

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

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

\_\_\_\_\_  
Marianne Tompkins, Board Member

**ATTEST:**

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

Item

9



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

June 25, 2024, 5:00 pm - 8:00 pm

**Zoom Meeting Link:**

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

**Passcode: 2918**

Meeting ID: 916 5857 7844

Call in: 1-253-215-8782

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## Work Session Topic List

5:00 pm – 6:00 pm

1. Topic List Review, *All*
2. Staff Presentation: Meyer Agricultural Improvement DIP Project, *Katrinka Hibler*
3. Community Partner Presentation: *TBD*
4. Rates and Charges Update, *Sarah Moorehead*
5. Conservation and Education Center (CEC) Development, *All*
6. Important Updates & Announcements
  - a. Board of Supervisors, *All*
  - b. Executive Director, *Sarah Moorehead (Executive Director)*

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## Board Meeting

6:30 pm – 8:00 pm

- |   |                   |
|---|-------------------|
| <b>1. Welcome, Introductions, Audio Recording Announcement</b>      | <b>6:30 PM</b>    |
|   | <i>5 minutes</i>  |
| <b>2. Agenda Review</b>   | <b>6:35 PM</b>    |
|   | <i>5 minutes</i>  |
| <b>3. Consent Agenda – Action Item</b>                              | <b>6:40 PM</b>    |
| A. May 28, 2024, Board Work Session & Meeting Minutes               | <i>5 minutes</i>  |
| B. June 2024 Financial Report                                       |                   |
| <b>4. Public Comment</b>  | <b>6:45 PM</b>    |
| *Three minutes per person   | <i>10 minutes</i> |
| <b>5. Partner Reports (if present)</b>                              | <b>6:55 PM</b>    |
| A. Natural Resources Conservation Service (NRCS), <i>Lynn Khuat</i> | <i>15 minutes</i> |

- B. Washington State Conservation Commission (WSCC), *Josh Giuntoli*
- C. Washington Association of Conservation Districts (WACD), *Doug Rushton*
- D. National Association of Conservation Districts (NACD), *Doug Rushton*

**6. Officer Elections Update** **7:10 PM**  
15 minutes

**7. Governance, All – Action Item** **7:25 PM**  
 A. 2024 Annual Plan Update 20 minutes  
 B. July 23, 2024 Work Session Topic List & Meeting Agenda Development July 23, 2024 Work

**8. Executive Session** **7:45 PM**  
 RCW 42.30.110 (1) To discuss with legal counsel representing the agency 15 minutes  
 litigation or potential litigation.

**Adjourn** **8:00 PM**

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

### Important Future Dates

**July 2024**

July 4th TCD office closed	July 4
WSCC Commission Meeting Board Meeting, Clark CD	July 17 & 18
TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom)	July 23

**August 2024**

TCD Poultry Processing Unit Display, Olympia Farmers Market, 9:00 a.m.- 3:00 p.m.	August 9
TCD Kids Day, Tenino Farmers Market, 9:00 a.m.- 3:00 p.m.	August 10
NACD 2024 Summer Meeting, Boston,	August 10-13
TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom)	August 27

**September 2024**

TCD Staff & Board Gathering	Sept 04
WACD Board Meeting 6:00 - 8:30 p.m. (Zoom)	Sept 16
WSCC Commission Meeting, Okanogan CD	Sept 18 & 19
TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom)	Sept 24

# Informational Items



# Executive Director's Report

Sarah Moorehead – Executive Director

May 28, 2024

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## **Priority Initiative Updates**

### **2023 Annual Report**

Join us as we celebrate another year of tremendous accomplishment. Take a look at our completed 2023 Annual Report (attached) and available online here:

<https://www.thurstoncd.com/about-us/our-work/>

### **Conservation and Education Center Update**

CEC Property Search: A meeting has been scheduled with the Port of Olympia to discuss partnership opportunities. Requests have also been made to the Olympia School District discuss partnership opportunities. The Thurston Economic Development Council (EDC) has also begun evaluation of TCD's existing potential opportunities list – which includes sites identified throughout the recent years by board members, community partners, and landowners.

Other Activities: Staff are continuing to work on developing the business plan and associated tools, along with developing elements of the new CEC webpage that will launch later this year.

### **Puget Sound Local Working Group – Inflation Reduction Act (IRA) Proposal Development**

TCD is working to support funding proposals to add additional [Natural Resources Conservation Service \(NRCS\)](#) Local Working Group's [Environmental Quality Incentive Program \(EQIP\)](#) and [Conservation Stewardship Program \(CSP\)](#) funds for forestry, hedgerows, agroforestry and more. These funds are made available to eligible applicants that apply directly to NRCS.

### **Upcoming Community Education Opportunities:**

*Webinar: The Role of Riparian Buffers on our Landscape + Q&A*

Wednesday, June 5<sup>th</sup> | 6:30pm – 8:00pm | Zoom

Tune in to this webinar to learn more about the role of riparian buffers on the landscape and in our watersheds. Hear from our team about the benefit of including native plants along your streamside areas and learn more about the programs, guidance, and financial assistance TCD offers to support community members to manage their streamside areas.

[Register HERE](#)

*Farm Services Agency (FSA) Paperwork Workshop*

Tuesday, June 11<sup>th</sup> | 6:00pm – 8:00pm | 582 Tilley Ct SE, Suite 152, Tumwater

Join us with staff from the Farm Service Agency (FSA), who processes your initial paperwork in order to submit applications for federal conservation assistance funding, to learn about the next steps and processes. This workshop is timed to give you lots of lead time prior to NRCS's next application ranking period. We will go over how to fill out required FSA paperwork and have time set aside to do so in-person that evening. Feel free to bring your laptop/tablet to work together. This paperwork is necessary when applying for USDA NRCS funds, such as the Environmental Quality Incentive Program (EQIP) and Conservation Stewardship Program (CSP).

[Register HERE](#)

### *Silvopasture Field Walk at Colvin Ranch*

Wednesday, June 12<sup>th</sup> | 5:00pm – 7:00pm | 16816 Old Highway 99 SE, Tenino

Join the Southwest WA Grazing Association to look at a pasture that is being transitioned to silvopasture as we discuss what that means, how that can be achieved, and the benefits of silvopasture. We'll also touch on how this practice can support wildlife habitat on working farms and the intersection with home fire safety as we approach the hot season.

[Register HERE](#)

## **District Operations**

### **April 23, 2024 Board Meeting Action Items**

- No Action Items to report on.

### **TCD's New WSCC Regional Manager – Josh Guintoli**

As part of some re-organizing of WSCC regional managers, TCD will now be part of the Southwest Area Team, led by Josh Guintoli. Josh has served as the SW Area Regional Manager for the last four years and previously led the WSCC's Office of Farmland Preservation. You can learn more about Josh and contact him [HERE](#).

### **WSCC CAPP Requirements**

TCD continues to meet all WSCC [Conservation Accountability and Performance Program \(CAPP\)](#) requirements. The CAPP program is a tool that WSCC uses to ensure

### **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.



*Thurston*  
Conservation  
District



**ANNUAL REPORT**

**2023**

## TABLE OF CONTENTS

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*The mission of Thurston Conservation District is to educate and assist the citizens of Thurston County in the management of natural resources for the benefit of present and future generations, inspiring voluntary, incentive-based conservation practices.*



# Message from Leadership



As Chair of the Board of Supervisors, I am delighted to report that the state of your conservation district is strong. As you will see in this annual report, over the past year we have been engaged in diverse range of projects, ranging from a multi-year, multi-million-dollar restoration project on the Skookumchuck River – the largest conservation project in our history – to supporting small urban residents interested in producing their own food. All of this work has been made possible by an engaged Board, strong leadership by our Executive Director, and most importantly a talented and committed staff of conservation professionals.

Our work continues to be shaped by the priorities identified in our Five Year Strategic Plan, and made possible by catalyzing partnerships with a wide range of tradition and non-traditional partners. We have leveraged our local Rates and Charges funding through additional local, state and national contracts and grants, allowing us to have increasingly

greater impacts.

Over the past year we continued to connect directly with our community through our annual native plant sale, the Harvest Festival, a planned Growers Conference focused on climate change, and dozens of workshops and educational events. We have expanded our focus on urban agriculture through an innovative partnership with the City of Olympia to build community gardens and connect landowners with potential farmers through the Farm My Yard and South Sound Farm Link programs. Our Soil Health program has helped even more people become better stewards of their land, and we've directly engaged thousands of students in conservation through field trips, workshops, and on the ground activities.

At the same time, we've been focused service to our community, we've strengthened our management and fiscal systems, including transitioning to a new financial institution that is more aligned with our goals and mission. In addition, while continuing to make progress towards our dream of a regional Conservation and Educational Center, we planned for a 2024 relocation our office to a new location that is more easily accessible to the community, and better meets the needs of our growing organization.

I continue to be honored to serve our community, and to work with such a creative and talented group of individuals. I'm proud of what we have collectively accomplished and confident of even more success in the coming year.

- TJ Johnson, Board Chair



This year has brought a lot of new and exciting changes to Thurston Conservation District – from growing our organization to meet the needs of our growing community, to diversifying our programming and developing new partnerships, to moving closer to our dream of creating a community Conservation and Education Center. The Thurston Conservation District board and staff have been busy working hard to make a difference in our community!

Thurston Conservation District aims to increase community resiliency in the face of climate change. One exciting accomplishment this year is our work to create fire resilient communities to reduce the risk of devastating impacts of wildfire to people and property. To support this we've hired Thurston CD's first-ever Stewardship Forester, secured grant funding to support our local fire authorities, coordinated regional fire preparedness planning, and we're excited to help existing partners fill gaps in community wildfire preparedness.

TCD is the go-to organization for community members who need help with land management. We accomplish this through a wide variety of programs and services that fit our community's unique land management needs and act as a hub to connect residents with partner organizations for collaborative conservation on the ground.

We are so grateful for a community with a strong voice to guide our work, for the tireless dedication of our volunteer board, and for the expertise and unrelenting passion of our staff that make Thurston Conservation District a truly impactful organization, serving this beautiful place we call home.

- Sarah Moorehead, Executive Director

# *Recognition of Partners*

American Farmland Trust	Natural Waters Design, LLC	Thurston Climate Action Team
Anchor QEA	Nisqually Community Garden	Thurston County
Billy Frank Jr. Nisqually National Wildlife Refuge	Nisqually Indian Tribe	Thurston County Ag Advisory Committee
Blue Coast Engineering	Nisqually Reach Nature Center	Thurston County Environmental Health
Bounty for Families	Nisqually River Council	Thurston County Fairgrounds
Capitol Land Trust	Nisqually River Education Project	Thurston County Farm Bureau
Center for Natural Lands Management	Nisqually Stream Stewards	Thurston County Master Gardeners
Chehalis Basin Partnership	NOAA Bay Watershed Education and Training	Thurston EcoNet
Chehalis Basin Education Consortium	North Thurston Public Schools	Thurston Economic Development Council
City of Lacey	Northwest Ag Business Center	Thurston Regional Planning Council
City of Olympia	Northwest Youth Corps	Timberland Regional Libraries
City of Tenino	NOVA Middle School	Trout Unlimited
City of Tumwater	Office of the Chehalis Basin	Tumwater School District
City of Yelm	Olympia Coalition for Ecosystems Preservation	US Department of Agriculture
Community Farmland Trust	Olympia School District	US Fish and Wildlife Service
Confederated Tribes of the Chehalis	Pacific Education Institute	Veterans Conservation Corps
Creekside Conservancy	Pacific Shellfish Institute	WA Association of Conservation Districts
Dawkins Charitable Trust	Partners for Fish & Wildlife (USFW)	WA Conservation Corps
Department of Defense	Pierce Conservation District	WA Conservation Society
Ecostudies Institute	Pierce County	WA Department of Ecology
Farm Service Agency	Puget Sound Conservation District Caucus	WA Department of Health
Grays Harbor Conservation District	Puget Sound Estuarium	WA Department of Veterans Affairs
Green Diamond Resource Company	Puget Sound Partnership	WA Federation of State Employees
Griffin School District	Puget Sound Restoration Fund	WA State Conservation Commission
GRuB	QWG Applied Geology, LLC	WA State Department of Natural Resources
JBLM Sentinel Landscape Partnership	Rainier School District	Washington Farmland Trust
Joint Base Lewis McChord	Resilient Veterans	Waterfall Engineering, LLC
Lewis Conservation District	Sentinel Landscape Partnership	WET Science Center
Mason Conservation District	South Puget Sound Salmon Enhancement Group	WSDA
National Association of Conservation Districts	Squaxin Island Tribe	WSU Extension Thurston County
Native Plant Salvage	Taylor Shellfish	Yelm Community Schools
Natural Resources Conservation Service	The Evergreen State College	
Natural Systems Design		

*Thurston Conservation District serves community members who reside on the Indigenous Lands of the Nisqually, Squaxin, and Chehalis Peoples. We give thanks for their Indigenous knowledge and leadership in our shared work of stewarding this place for present and future generations.*

# 2023 Community Award Recipients



## **DOUG RUSHTON CONSERVATION LEGACY AWARD**

**Erica Guttman**

Erica embodies conservation ethics in all her work as an educator, advocate, and life-long native plant and natural resource conservation enthusiast. She is a founder of the Native Plant Salvage Foundation and her work on rain gardens, stormwater management, and hedgerows have impacted the entire Puget Sound region. Erica demonstrates this dedication through active partnerships and on-the-ground work. We're grateful for Erica's work in our community and partnership.



## **PRODUCER OF THE YEAR**

**Jesse Ratcliff, Ratcliff Farm**

Jesse has gone above and beyond in his implementation and execution of Best Management Practices on his land and for his cattle operation. This has included the installation of a watering facility and exclusion fencing through the Voluntary Stewardship Program. He has always been an advocate for working the land in a cost-effective and environmentally friendly way.



## **LAND STEWARD OF THE YEAR**

**Muhammad Ayub, Dancing Goats and Singing Chickens Farm**

Dr. Muhammad Ayub has dedicated his life to learning and teaching others the importance of natural resources and agriculture through the cultivation of his working-learning farm in Yelm. He and his family provide space for veterans and underserved community members to have the opportunity to contribute to the local agricultural economy while honing life skills.



## **LAND STEWARD OF THE YEAR**

**The Townsend Family**

Inspired by their daughter Margaret's passion for environmental stewardship, Kathryn and Patrick patiently worked for 3 years with TCD to design and - in 2023 - to realize their restoration project on Zangle Cove. They removed over 150 feet of bulkhead from the marine shoreline, as well as numerous tires and other debris. They are excited to share their property as a demonstration site for education/tours, so that others can see this example of marine shoreline stewardship.



## **EDUCATOR OF THE YEAR**

**Heidi Yerrington**

Heidi has inspired numerous classrooms of fifth grade students to work towards a healthier and more sustainable environment. She creates a fun and exciting atmosphere for students to find their passions in science, conservation, and art. Heidi's participation in South Sound GREEN as a NTPS teacher was helpful in developing and implementing the district-wide Watershed Explorers program for all 5<sup>th</sup> grade students, who now participate in Water Quality Monitoring annually.



## **PARTNER OF THE YEAR**

**Ashley Arai, Thurston County**

Ashley listens, seeks to understand, and then uses her brilliant skillset to be a strong advocate for voluntary stewardship and the expansion of agriculture in our community. Without Ashley, Thurston County residents would not have the new opportunities provided for agriculture through updated ordinances that celebrate the efforts of land stewards.



## **VOLUNTEER OF THE YEAR**

**Aimee Richardson, Creekside Conservancy**

Aimee has demonstrated again and again her dedication to conservation goals. Between pursuing multiple funding sources to secure property acquisition in Cozy Valley, Tenino and organizing an educational fundraiser event for the Creekside Conservancy, Aimee has a long history of championing conservation in the Scatter Creek watershed! Aimee also actively connects the Conservancy with TCD and our programs and educational opportunities.



## **STUDENT LEADER OF THE YEAR**

**Tina Wagner, The Evergreen State College**

Tina brings an excitement and enthusiasm to her work and studies that is contagious. Her ability to see complex connections between social and environmental issues makes her a strong advocate and leader for regenerative agriculture, local food production, and climate change adaptation and mitigation. Tina worked with TCD as an intern and volunteer during the completion of her Masters of Environmental Studies at Evergreen in 2023.



**NATURAL  
RESOURCE  
PRIORITIES, GOALS,  
& ACTIONS IN  
2023**

# Climate Change Adaptation & Mitigation

## 2023 Highlights

16

Workshops held to help farmers adapt to climate change

47

Households supported with a Wildfire Ready Neighbors home risk assessment and recommendations

3

[Sustainable Farms and Fields](#) projects were funded to support on-the-ground climate change mitigation and adaptation. These included equipment purchases, pollinator education, and installation of hedgerow and agroforestry practices.



The Wildfire Ready Neighbor's program offers free home risk assessments with tailored plans for how to make your home and surrounding area fire ready.



Attendees at a hands-on workshop about hedgerows learned about proper planting techniques and assisted in the completion of a hedgerow project.

To help farmers, growers, and all community members understand and adapt to the changing climate, we continue to engage in and communicate the best available science through education and technical assistance services.

We support our community in proactive climate change adaptation such as flood and fire prevention, drought mitigations, crop and plant adaptations, and alternative pest and plant disease control.

We are committed to working with our community to conserve and protect our natural resources in response to climate change. This is integrated into all our programming. In addition, we strive to demonstrate sustainable practices in our work and office culture.

# PROJECT HIGHLIGHT

## TCD GETS A NO-TILL DRILL

In 2023, Thurston Conservation District added a much-requested no-till drill to our equipment rental program. No-till drills are a kind of seeding equipment that works by cutting through plant residue and soil, placing the seed at the depth set by the operator, and then pressing the soil back over the seed for good soil to seed contact. This method of seeding, as opposed to tilling up the soil and spreading seed, allows for increased soil carbon retention, minimal disruption to the soil microbiome, reduced soil erosion, and increased germination rates.

Our drill was purchased with funding from the Washington State program [Sustainable Farms and Fields](#), which aims to fund projects that are quantitatively reducing carbon and supporting climate change adaptations and mitigations on the ground. We also conducted a cooperator survey in order to choose the correct size and scale of equipment to purchase. A demonstration of the drill was held in May 2023 at Nelson Ranch in Tenino.



*Drill demo attendees listen to the equipment expert share how to hook up and operate the equipment for best results.*



Our current drill is 10 feet wide with an 8 foot working width. Renters need a 1-inch pin hitch and a 7-way blade or 7-way round electrical hookup to transport the drill. The drill is operated by a tractor with at least 45 horsepower and one hydraulic port. Find rental information on our website [www.thurstoncd.com](http://www.thurstoncd.com).

*The no-till drill we purchased specifically includes a seed box that is equipped to drill in native seed in order to be used for prairie restoration projects as well as supporting pasture seeding.*

# Local Food Production & Consumption

By increasing engagement in the local food system, Thurston Conservation District is supporting working lands, rural economic development, reduction of pollution caused by product processing and transportation, equitable access to healthy local food, and the economic viability of our agricultural community and region. Locally produced food connects people to the land, improves our region's food security, creates more informed land stewards, and fosters support for resource conservation, the agricultural community, and farmland preservation.

## 2023 Highlights

### 3

New community gardens planned in collaboration with the City of Olympia, GRuB, and the South Sound YMCA. Learn more on page 10!

### 76

Rentals of our Poultry Processing Equipment. Additional funding was also secured to expand the equipment to include a third mobile unit.

### 4

Workshops focused on backyard food production and home gardening offered



*WSU SNAP Educators taught a class on preserving and using food scraps, like apple peel chips and carrot top pesto, during TCD's Harvest Festival*



*(Above) TCD stayed connected to the Yelm Community Garden through workshops. Pictured, a hands-on workshop on how to use and terminate cover crops in raised bed gardens. (Left) Collaboration with WSU Extension, Ecostudies Institute, NRCS, and Partners for Fish & Wildlife continued to support the SW WA Grazing Association. Pictured, a workshop at Broadfield Farms on ecological grazing.*



# PROJECT HIGHLIGHT

## PARTNERSHIP WITH THE CITY OF OLYMPIA TO SUPPORT URBAN AGRICULTURE

In 2023, Thurston Conservation District entered into an agreement with the City of Olympia to support greater access to urban agriculture. This partnership focused on three main areas: 1) support for community gardens, 2) support for urban growers through review of City codes, and 3) preservation of farmland and access to growing space. Through this agreement, TCD planned for new community gardens to be built in 2024 and supported existing community gardens. In particular, we were able to bring the Olympia Community Court Garden back on-line to serve Community Court clients and surrounding community members. This included revamping beds, building compost bins, and getting ready for irrigation and propagation infrastructure. Before, during, and after pictures below.



Our work also included the creation of an urban land-matching program, similar to our South Sound FarmLink program, called Farm My Yard. Folks with available open/vacant lots, large yards, or other available growing spaces can be matched with those seeking urban growing space for personal or commercial use. Learn how to register your available space or sign up as a land seeker on our website. This work will continue through an expanded partnership with the City of Olympia in 2024.

# Producer Support & Preservation of Working Lands

## 2023 Highlights

15

New farmers supported with resources, information, and farmland access assistance

488

Best Management Practices recommended via 207 site visits with community members

7

Forest Management Plans developed for community members and their working forests



To continue to support the preservation of working lands, TCD offers technical assistance and conservation planning services to community members. We work to educate new and beginning stewards of working lands, assist small and large producers and commercial and non-commercial operations, and help land stewards meet their goals by using Best Management Practices.

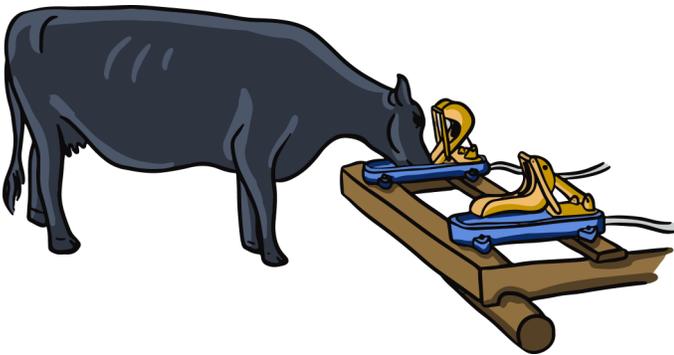


*(Top) A luncheon, featuring the American Farmland Trust, was held for realtors to learn about farmland loss and how they can support their clients in buying and selling farmland in a way that benefits the preservation of working lands. (Below) Installation of a stock watering facility helped a local cattle farm control mud, preserve water quality, and improve their operation. (Right) TCD's capacity to support working forests increased through education for small forest landowners.*

This work is done in partnership with key organizations and individuals to provide quality technical, financial, and educational resources. This work helps promote regenerative agriculture and sustainable forestry while encouraging the conservation of natural resources, the and economic viability of our local farming and conservation operations.

## SERVICE HIGHLIGHT

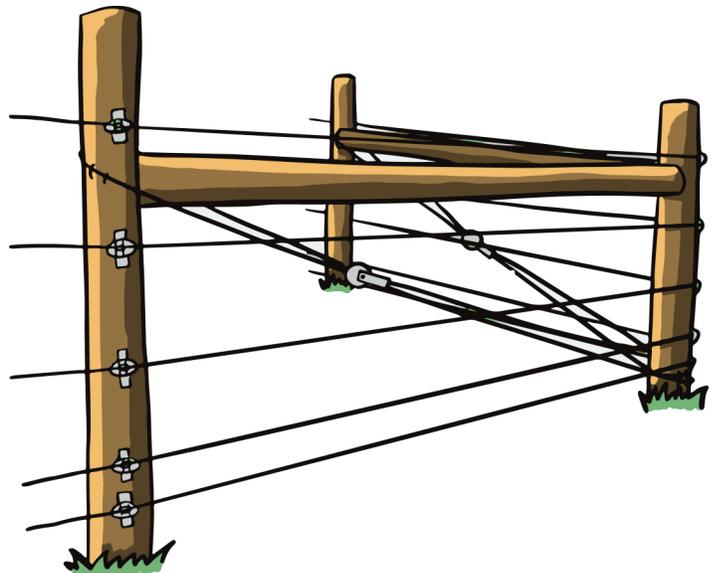
# TCD SUPPORTS COMMUNITY MEMBERS THROUGH REGULATORY PROCESSES SUCH AS INSPECTIONS, REFERRALS & PERMITTING



One of the unique ways that Thurston Conservation District supports our community is through the process of working with our local regulatory partners. As a non-regulatory agency, Thurston CD's staff don't report or enforce any regulations. If community members are contacted by a regulatory

body with concerns about practices, we can help! They get the opportunity to be referred to work with TCD to solve natural resource concerns, gain access to supportive planning and funding, and ultimately solve and improve any concerns while helping the landowner meet their goals. In addition to this way of working with referral cases, Thurston CD staff support our cooperators with procuring necessary permits for projects related to our work together and can be on-hand to support on-farm inspections for certifications such as dairy nutrient management.

This component of our work, while sometimes complicated and inclusive of many partners, is a core tenant of how we help support voluntary conservation in our community. It is vital that not only our community members, but our partner organizations, know we can offer this support so that everyone feels heard and helped. By taking landowner privacy seriously, we're able to be a trusted partner that can facilitate long-lasting improvements for the health and wellbeing of our whole community!



# Protect & Restore Ecosystems

We recognize the quantity and diversity of critical ecosystems within our county and all the ways we collectively can impact these ecosystems. This helps direct our work that is focused on protecting intact habitats, while also working to restore degraded areas. Thurston County is home to state and federally-listed endangered species, prairie ecosystems, vital marine and estuarine habitats, forestland, sensitive riparian areas, and shellfish beds. Education is the first step to resource conservation on private lands and the District does this through workshops and one-on-one work with community members. We also support this work through the coordination of financial resources and we help facilitate ecosystem recovery projects at the local level.



TCD's Habitat Field Crew worked on restoration projects throughout our watersheds in marine and freshwater settings. Together they cleared invasives, worked on maintenance of established projects, installed new riparian buffers, and supported ecosystem restoration.

## 2023 Highlights

**100+**

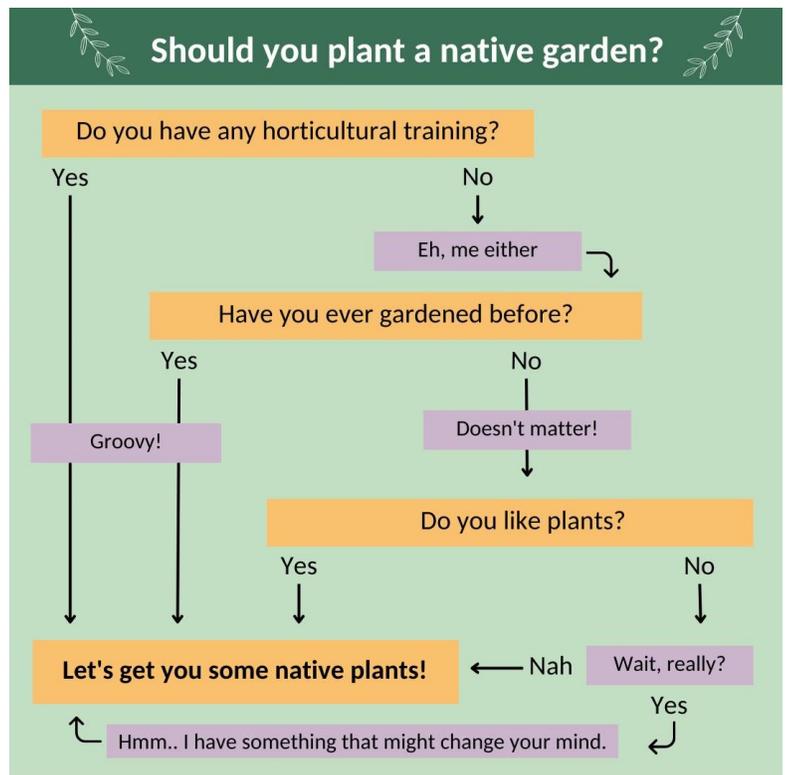
Acres of invasive species treated— a metric that's been growing every year!

**166**

Community members helped with habitat restoration technical assistance—over three times our 2023 goal!

**66**

Shoreline homeowners supported to improve shoreline habitat—220% of our 2023 goal and this included the removal of 2 bulkheads.



We found fun and creative ways to share the benefits of native plants and other habitat restoration tools through our social media outreach. Learn more about our two annual plant sales on pg. 14.

## PROGRAM HIGHLIGHT

# TCD NOW OFFERS TWO NATIVE PLANT SALES EACH YEAR



TCD's annual spring Native Plant Festival & Sale is a well known and loved community event! The goal of this occasion is to create an opportunity for community members to purchase native plants at an affordable price. It also serves as an educational opportunity for residents to learn about the benefits of including native plants in their landscape to benefit wildlife and improve how our ecosystem functions.

To serve our growing community and support another ecologically and culturally significant landscape, TCD has expanded our reach by offering a second annual plant sale. Our Fall Native Bulb & Seed Sale's focus is to get species that thrive in our historical South Sound prairie systems, into the hands of home-growers. This historical prairie range encompasses much of Thurston County and many of our local soil types are well suited for these species. We offer plant species like common and large camas (*Camassia spp.*), chocolate lily (*Fritillaria affinis*), Menzies' Larkspur (*Delphinium menziesii*), and many more! We are thrilled to empower our local stewards to incorporate these important species in their own landscapes and looking into the future we hope to continue expanding our plant sale offerings to support our precious ecosystems and the communities that reside on them.

Pre-orders for the Fall Bulb and Seed Sale begin in August each year and spring sale pre-orders open in October each year. Find more info at [www.store.thurstoncd.com](http://www.store.thurstoncd.com).



TCD Staff, Taylor Sherrow and Mara Healy, help customers pick up their pre-ordered bulbs and seeds at our Annual Harvest Festival.

# Soil Conservation & Health



*As our climate changes and we experience more periods of drought, our soil needs and growing practices change. Promoting things like cover crop and educating farmers and gardeners on how to use cover crops in all scales is increasingly important to help with building organic matter, retaining soil moisture, and increasing yields. Pictured is a before and after of a rye and vetch cover crop mix in a raised bed. The after shows the cover crop terminated and ready to be top dressed for planting.*

Soils are one of our living and life-giving natural resources, and much of our work is in support of local soil health. As world population and food production demands rise, keeping our soil healthy and productive is of paramount importance. By farming using soil health principles and systems that include no-till, cover cropping, and diverse rotations, more and more farmers are actually increasing their soil's organic matter and improving microbial activity. As a result, farmers are sequestering more carbon, increasing water infiltration, and improving wildlife and pollinator habitat—all while harvesting better profits and often better yields.

In 2023 we offered more soil tests than ever, increased access to nutrient spreader equipment, and did extensive education on no-till and carbon sequestration practices for our community.

## 2023 Highlights

**139**

Community members received soil analysis recommendations for over **220** different soil tests and a wide range of crops

**23**

Rentals of soil amending equipment

Read about our No-Till Drill on page 8

Increased staff capacity and efficiency for processing soil test results to support more community members in 2024 and beyond



*TCD's manure spreaders serve the range in size of farms in Thurston County. Our smaller spreader, pictured, can be effectively towed with a riding lawn mower while our larger capacity spreader requires more horse power.*

## SERVICE HIGHLIGHT

# WE CAN HELP TEST MORE THAN JUST YOUR SOIL



Did you know that Thurston Conservation District can support you in testing more than just your garden soil? Sometimes a different kind of test will be more useful for answering your questions or you're looking for information on your manure, compost, or hay and forage. Our testing facilitation and interpretation services can help!

In addition to our Basic and Comprehensive soil tests, we offer:

### **POST-CONSTRUCTION TESTING**

A Post-construction Permit Test is recommended if you need to know your organic matter content and cation exchange capacity (C.E.C) for a final permit approval with Thurston County. This test is similar to the basic soil test but does not include nitrogen.

### **PLANT NUTRIENT ANALYSIS**

A plant nutrient analysis allows you to test the green matter from a plant. These are especially useful for perennial plants and are often used by people looking to amend their orchards by testing plant tissues like leaves.

### **MANURE & COMPOST ANALYSIS**

A manure or compost analysis allows tells you about the nutrient content of your compost and manure prior to spreading or adding it to your garden. This is a great pairing with a soil test so you can know if what you're adding to your soil will help meet your soil deficiencies and by how much. We can also test your purchased manure or compost.

### **MANURE LAGOON WATER ANALYSIS**

Similar to a manure test, this test will tell you about the content of your manure lagoon water prior to spreading. This test is a requirement for dairy operations as a part of maintaining your Dairy Nutrient Management Plan.

### **HAY & FEED ANALYSIS**

A hay or feed analysis test will tell you about the nutrient content of your feed. This is vital for ensuring you're properly feeding and supplementing your livestock. If you cut your own hay or purchase local hay, this is a great idea to get a picture of the protein and dry-matter content of your feed.

Find submission guidelines and more information on our website!

[www.thurstoncd.com/working-lands/soil-testing/](http://www.thurstoncd.com/working-lands/soil-testing/)

# Water Quality & Quantity

Within Thurston County's 774 square miles are nine different watersheds. These often invisible geographic landmarks impact where water moves and how it ultimately reaches the Puget Sound and Pacific Ocean or goes back into our aquifers. Water quality and quantity impact every sector of life here. Education and technical assistance to all community members is aimed at informing and mitigating each person's impact on water quality and quantity. We strive for clean and plentiful drinking water for all, restoration of polluted streams and rivers, and upgrades to commercial and recreational shellfish harvesting areas. This work is done through the implementation of water quality enhancement projects, green stormwater infrastructure, and innovative and adaptive technologies in irrigation and water management.



## 2023 Highlights

53

Shoreline homeowners received guidance and education on Best Management Practices for supporting healthy shellfish growing areas

Learn about a bulkhead removal project on page 18

13

Best Management Practices to reduce nutrient runoff implemented

250

Residents given guidance on water conservation



In 2023, 13 water quality enhancing projects for local farmers were completed. TCD reimburses cooperators for 90% of the cost of a project. (Top right) A livestock watering facility supports rotational grazing and livestock management; (Lower left) A manure storage facility and heavy use area for hogs; (Lower center) A three-bin composting facility with heavy use gravel area in front for a horse owner; (Lower right) Mid-construction on a heavy-use animal containment area to facilitate a local ranch in humanely and safely containing their stock prior to processing. These projects help protect water quality while improving the function and day-to-day chores for the farmers. These projects were funded through the [Voluntary Stewardship Program](#).

# PROJECT HIGHLIGHT

## BULKHEAD REMOVAL COMPLETED ON ZANGLE COVE



In 2023, we completed a multi-year project on Zangle Cove to remove an unnecessary and failing bulkhead. This project was part of our Shore Friendly Thurston program. The Zangle Cove site had 200 feet of armor and tires located on a marine shoreline. The adjacent upland was dominated by invasive weeds. Tires placed in the beach and slope provided access but also a source of pollution. Unnecessary bulkheads like this impact the marine ecosystem, coastal processes, and residents living on the shoreline. Armor reduces salmon and forage fish habitat, makes beach access difficult, and stops natural coastal processes that maintain Puget Sound beaches and nearshore habitat.

The restoration project removed 200 feet of marine shoreline armor, tires, and weeds and replaced lost sediment using a barge (pictured below). Construction also included a custom engineered staircase that can raise and lower to support access to the beach. In the future, additional upland re-planting of the bluff will increase the long term stability of this site and create more nearshore habitat.

This project expanded critical marine shoreline habitat for salmon, forage fish, and bird species, enabled coastal processes such as erosion and sediment movement to continue, and restored the marine riparian area with native trees and shrubs to benefit wildlife, water quality, temperature, and to provide food to the nearshore ecosystem.

To learn more about Shore Friendly Thurston, visit our website and listen to a *Conservation Staters* podcast episode with the landowners of this restoration project ([Ep. XX](#)).





# EDUCATION PRIORITIES & GOALS IN 2023

# Community Outreach & Engagement

It is of foundational importance to the Thurston Conservation District to engage the community in active conservation and the use of natural resources. Through volunteer projects, workshops, tours, hands-on learning opportunities, print and multi-media resources, and social media outreach, we seek to facilitate a strong relationship with community members in our area. It's our goal to help everyone see themselves in the work we do and make connections with our community to increase accessibility of natural resources and their conservation. This area of our work is constantly adapting and heavily influenced by the feedback and requests we get from our community.



*(Top) 103 volunteers participated in this year's Orca Recovery Day event. In 2023 we again partnered with the City of Olympia to support restoration at Squaxin Park. (Bottom) Volunteers of all ages joined us for a sunny MLK Day restoration project on the Deschutes River to improve riparian habitat for a private landowner. (Right) Increased outreach team staff capacity meant we were able to table and attend more events in 2023 than ever before!*

## 2023 Highlights

Increased Spanish language resources through translation of handouts and inclusion of bilingual resources at tabling events

5

Field-tours of conservation projects for local elected officials were held. These are opportunities to advocate for voluntary conservation programs and services in our community

738

Volunteers engaged, resulting in **1,674+** hours of community service benefitting conservation in our community



# PROGRAM HIGHLIGHT

## ANOTHER YEAR OF CONSERVATION STARTERS



Conservation Starters, TCD's podcast, filled another year with educational, inspiring, and thoughtful stories and discussions from and about our local community. In its second year, our podcast has a total of 3,587 downloads with listeners tuning in from all 7 continents! During this year's episodes, we had a series of inspiring conversations with local farmers and community members dedicated to stewarding their landscapes. We shared in riveting discussions with several area experts who broke down complex environmental issues and shared tangible ways our community can create impactful differences. We learned all the tools we should keep in our toolbox (regular podcast listeners will appreciate this!). We even shared a few good laughs together! A big thank you to our community for being a part of this exciting project, we hope you will continue to listen along as we welcome more exciting guests and have more intriguing and heartwarming conversations in 2024.

### *Top 2023 Conservation Starters Episodes:*

- ***Farm on!*** An episode all about the importance of farmland preservation.
- ***Grazing for the Good of Prairies*** A breakdown of how our local ranchers are supporting healthy South Sound Prairie systems while supporting our local agriculture economy.
- ***A Changing Climate & a Resilient Community*** A conversation about how our changing climate is impacting Thurston County communities.



TCD staff Nora and podcast host Kiana recording a podcast episode about building connections with our community.

These and all recorded episodes are available on all major streaming platforms and at [www.conservationstarters.com](http://www.conservationstarters.com)

# Adult & Youth Conservation Education

We believe education is the first step to conservation. This is reflected in the diversity of programming we support for adults and youth of all ages. We offer workshops, on-site tours, in-depth training courses, hands-on service learning opportunities, and virtual events to help individuals become stewards of our shared natural resources and to learn how to meet their own goals. By supporting learners of all ages, we work to instill a lifelong ethic of stewardship. We also strive to inform Thurston Co. community members about training and education opportunities by acting as a hub of information about natural resources and related topics. Our education team works extensively with community

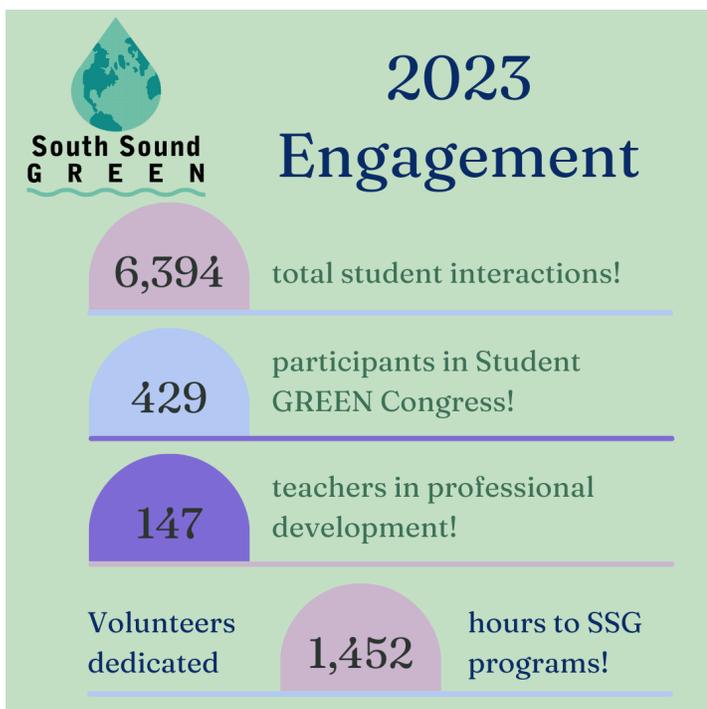


(Above) Elementary students learned about the connection between terrestrial bluffs and salmon habitat on a field trip to the Nisqually Bluffs.



(Left) In-field and on-farm settings continue to be some of our richest learning spaces—here SW WA Grazing Association members tour a local dairy to learn about grazing.

## 2023 Highlights



62

Educational events, workshops, field trips, tours, and classroom lessons held

4,015 +

People reached via virtual and in-person community events

53

Teens engaged in volunteer & natural resource career events through our [Teens in Thurston](#) program. In its 3rd year, this program is exceeding our attendance goal by 500%!



# PROGRAM HIGHLIGHT

## AVANTI HIGH SCHOOL PLACES 3RD IN WASHINGTON STATE ENVIROTHON COMPETITION

Every year Thurston Conservation District, in collaboration with neighboring conservation districts, hosts the South Puget Sound Regional Envirothon competition. This North American event is an opportunity for high school students to compete in teams of five to demonstrate their knowledge in soil, forestry, aquatics, wildlife, and a current environmental issue topic.

On April 19<sup>th</sup>, 2023, high school students from around the Puget Sound region convened at Squaxin Park in Olympia to test their knowledge. Students participated in written and hands-on exams and even prepared and presented to a panel of judges on the current issue topic, wastes to resources. The winning team from each County had the opportunity to compete at the State Level. Our winning Thurston County team, Avanti High School, attended the State Competition at Sound View Camp in Longbranch, WA where they placed third out of all the teams in Washington State! This exciting event is not only a fun team competition, but also a way for our youth to learn more about various environmental topics. We are sending a huge congratulations to Avanti High School and all the teams that competed and look forward to supporting more of our next generation of conservation leaders at the 2024 Envirothon event and for years to come!



Avanti's winning team poses with the poster they made for their oral presentation at the State Envirothon competition.



**DISTRICT  
OPERATIONS 2023  
HIGHLIGHTS**

# CONSERVATION & EDUCATION CENTER

## FEASIBILITY STUDY UPDATE

In 2023, Thurston Conservation District (TCD) commissioned Heartland LLC, a real estate consulting firm, to conduct a feasibility study to learn if it would be realistic and appropriate for TCD to purchase land and develop our own Conservation and Education Center (CEC) in Thurston County. The consultants produced a report considering zoning, parcel, and development cost data. This is a summary of their findings.

TCD envisions a *Conservation Hub* campus on an at least 10-acre property that will house TCD's offices; indoor and outdoor education and event spaces; vehicle and farm equipment shops and storage; plant propagation holding beds and cold storage; outdoor demonstration areas; parking; and leasable office space for partners. The District hopes to purchase the property for the CEC in 2024.

TCD plans a Conservation and Education Center that is not only an office building but is also a destination for families and students. Our vision for the CEC is a place where adults and youth can come to be inspired by TCD's work to preserve and restore natural resources and learn how they can also take steps to preserve our waters, air, soil, and habitats.

### **WE CAN DO IT! IT'S BEEN DONE BEFORE**

We found many examples of conservation education centers around the US. The feasibility study consultants researched four of them, including two conservation and education centers run by conservation districts in the Pacific Northwest. The motivation for these conservation districts to own and develop their own center is the same as TCD's motivation – a stable permanent home to better serve the community, the reclamation of a brownfield property or the preservation of a property from development, and the long-term savings and other benefits that come from land ownership.

### **THURSTON COUNTY IS A GREAT PLACE FOR A CONSERVATION AND EDUCATION CENTER**

A Conservation and Education Center site will require specific location and physical characteristics. TCD has project sites all around the county and community members from all corners of Thurston County use our popular services. TCD staff and renters transport heavy equipment in and out of our office site; and school buses of students benefit from TCD's K-12 programs.

These considerations impact the chosen site and its surrounding roads. The plan is for the CEC to offer demonstrations of Best Management Practices (BMPs), so ideally the property will have physical characteristics like streams, wetlands, arable land, and/or woodlands to do this.

The consultants developed tools that TCD can use to identify suitable properties in Thurston County for the CEC. As part of this process, the consultants communicated with Thurston County and each of the eight city jurisdictions to identify the land use types permitted for a CEC. In those conversations, **the consultants learned that the County and all Cities support the development of a CEC in their jurisdictions.**

The consultants conducted a GIS-based parcel study where they searched for properties between 10 and 15 acres that allow for community center land use and that can support a 14,000-square-foot structure. Site physical characteristics like developed or vacant, or sites that include a wetland, fish-bearing stream, or a tree-canopy greater than 3 acres were also considered. Those sites identified were not categorized as being available or not, just that they exist within our community.

*Continued on next page*

# CONSERVATION & EDUCATION CENTER

## FEASIBILITY STUDY UPDATE

*Continued*

### **WE CAN'T DO IT ALONE**

The consultants heard a common theme from existing conservation centers. All the centers expressed the importance of community engagement and the need for the District to build a community of partners who share a commitment to the development of a Conservation and Education Center. The centers researched for the feasibility study enlisted partners to support visioning, planning, design, funding, and property development – including volunteers who helped with tree planting, site clean-up, and restoration work. We look forward to continuing to engage you in this process!

### **THE PRICE TAG**

When considering the costs of developing a Conservation and Education Center, the feasibility study consultants provided a cost analysis which included the land cost, site development, and building costs of three strawman sites in Thurston County. The land costs of the 3 strawman sites studied varied from \$0.8M to \$1.6M. Variation was based on the site's proximity to Olympia, existing structures, existing services, and usable land area. Site development costs ranged from \$6.7M to \$8.5M depending on existing services and usable land area. The building costs for new built-for-purpose buildings for each of the 3 sites were estimated at \$23.43M. The building costs to renovate existing structures varied from \$15.9M to \$27.6M depending on the size and purpose of the existing structures. Total project costs ranged from \$24.0M to \$36.0M. Notably, the land costs were on average only 4% of the total cost of the projects.

### **WHAT'S NEXT?**

In 2024, TCD Staff and Board will continue to collaborate with partners to seek both funding/financing and physically available properties that align with the work done in the feasibility study. Our Board has formed a CEC sub-committee and we will continue to update the community on our search and progress. Please stay tuned and follow along for more information at our website:

[www.thurstoncd.com](http://www.thurstoncd.com).



# INCREASED STAFFING CAPACITY

We welcomed several new staff to our team in 2023. Across our departments, we were able to hire additional positions to increase our capacity to help community members, address critical issues, and support on-going and planned projects. You can learn about all our staff on our [website](#).

## Meet our 2023 Hires



**SOPHIA BARASHKOFF,  
SHE/HER**

Administrative Assistant



**KIRSTEN HILL, SHE/HER**

Special Projects Specialist



**BRIGETTE VAUGHN, SHE/HER**

Accounting Coordinator



**JOEY BURGESS, HE/HIM**

Habitat Restoration Specialist



**TINA WAGNER, SHE/HER**

Community Agriculture  
Programs Coordinator



**ARIEL CURTIS, SHE/HER**

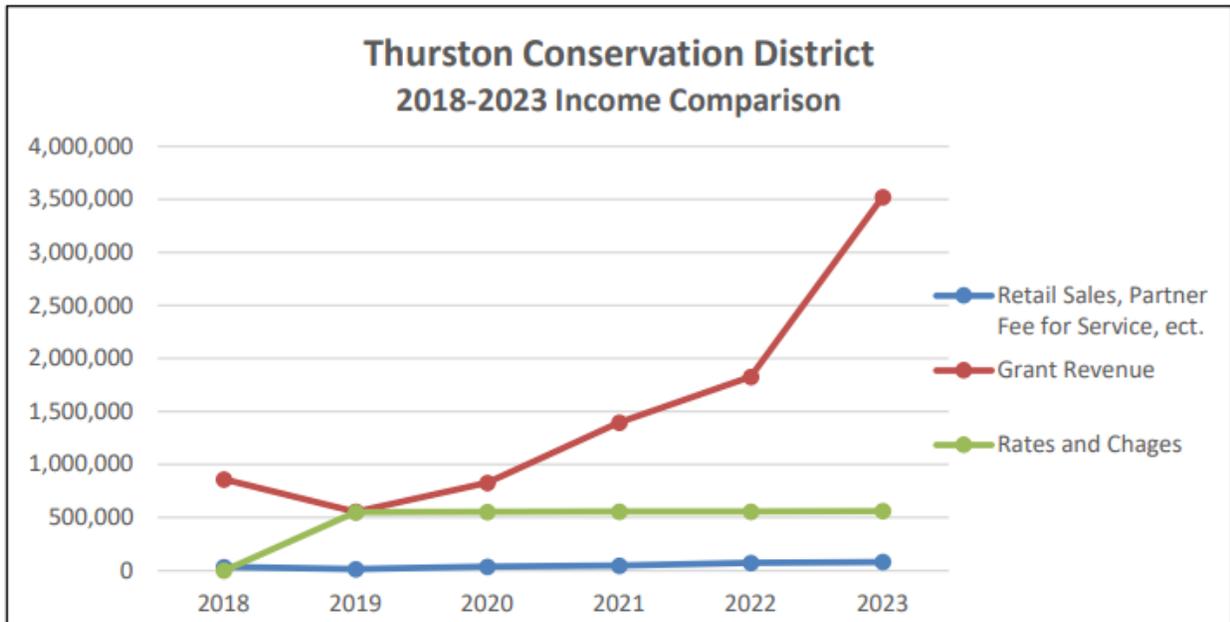
South Sound GREEN  
Water Quality Educator

www.thurstoncd.com ♦ (360) 754-3588 ♦ @thurstoncd  
582 Tilley Ct SE, Suite 152, Tumwater WA, 98501

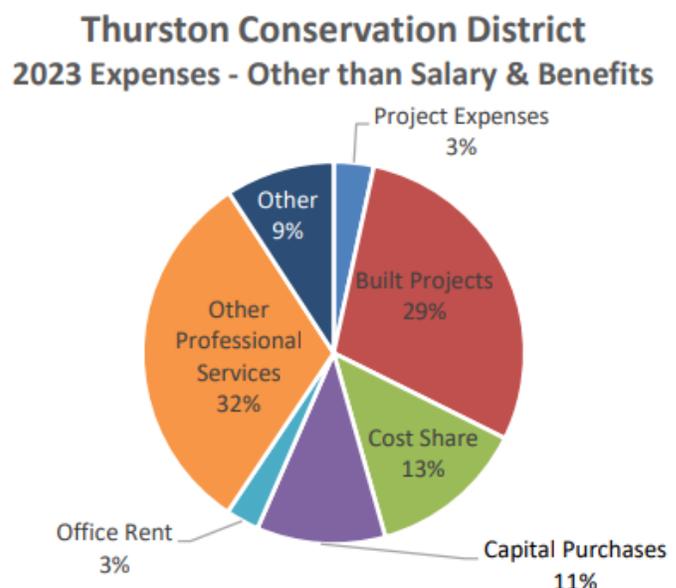
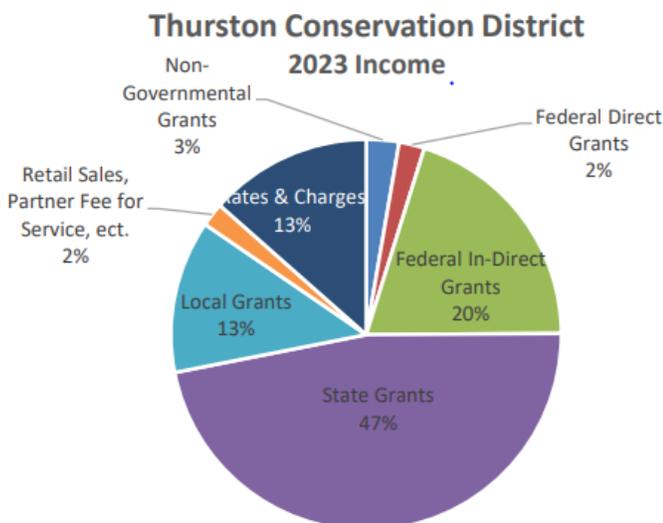
# 2023 Budget Review

## PUTTING CONSERVATION DOLLARS ON THE GROUND

As in 2022, our annual budget has continued to grow dramatically. We saw a 69% increase in revenue in 2023 and managed a budget of \$4.1 Million dollars. The below graph shows the growth in our budget since 2018. This increase in grant revenue illustrates the effectiveness of our staff in applying for competitive grants, managing large grants, and translating that into on-the-ground services, cost-share, and project implementation.



Curious where those grants and other forms of income come from? Check out the left hand pie chart break down of 2023 income sources. In 2023, we successfully applied for and brought in \$3.5 million dollars in grant revenue that translates to direct services for our community. The chart on the right shows that over 50% of our expenses translated into on-the-ground and physical purchases that support our community members. Cost Share, Built Projects, Project Expenses and Capital Purchases are all categories that are tangible supports for natural resource conservation in Thurston County. Of our 2023 expenses, 72% of non-salary expenses were for on-the-ground built projects—a 20% increase from 2022.



# Board of Supervisors



**Helen Wheatley**  
Vice Chair

Elected Position #1  
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**TJ Johnson**  
Board Chair

Elected Position #2  
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**David Iyall**

Board Auditor  
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**Doug Rushton**  
Board Member

Appointed Position #1  
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**Betsie DeWreede**  
Board Member

Appointed Position #2  
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2023 Habitat Crew Members  
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2023 Interns & AmeriCorps  
Ariel Curtis (South Sound GREEN Watershed Educator Americorps), Laura Reuche (Education & Outreach Intern), and Alex Zinck (South Sound GREEN Intern)





# Thurston Conservation District

Serving for

75 Years

[www.thurstoncd.com](http://www.thurstoncd.com)  
Since 1948

