



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

November 19, 2024, 5:00 pm - 8:50 pm

Zoom Meeting Link:

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

Passcode: 2918

Meeting ID: 916 5857 7844

Call in: 1-253-215-8782

Work Session Topic List

5:00 pm – 6:00 pm

1. Topic List Review, *All*
2. TCD Climate Report: *Stephanie Bishop*
3. WACD Annual Meeting Business: White Papers & Resolutions, *All*
4. Riverbend Ranch Project 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)*

Board Meeting

6:30 pm – 8:50 pm

- | | |
|---|-------------------|
| 1. Welcome, Introductions, Audio Recording Announcement | 6:30 PM |
| | <i>5 minutes</i> |
| 2. Agenda Review | 6:35 PM |
| | <i>5 minutes</i> |
| 3. Consent Agenda – Action Item | 6:40 PM |
| A. October 22, 2024, Board Work Session & Meeting Minutes | <i>5 minutes</i> |
| B. Pierce County Shellfish NTA Funding Agreement | |
| 4. Public Comment | 6:45 PM |
| *Three minutes per person | <i>10 minutes</i> |
| 5. Partner Reports (if present) | 6:55 PM |
| A. Natural Resources Conservation Service, (NRCS) <i>Dashell Burnham</i> | <i>15 Minutes</i> |
| B. Washington State Conservation Commission (WSCC), <i>Josh Giuntoli</i> | |
| C. Washington Association of Conservation Districts (WACD), <i>Doug Rushton</i> | |

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

- | | |
|---|------------------------------|
| 6. TCD 2025 Election Resolution All - Action Item | 7:10 PM
10 minutes |
| 7. Governance, All – Action Item | 7:20 PM
30 minutes |
| A. TCD 2025 Budget Review | |
| B. TCD FY2021-2023 Audit Report & Exit Conference | |
| C. December 17, 2024 Work Session Topic List & Meeting Agenda Development | |
| 8. Executive Session: To review the performance of the Executive Director. | 7:50 PM
20 minutes |
| <i>RCW 42.30.110 (g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.</i> | |
| 9. Executive Session Report Out – Action Item | 8:10 PM
5 minutes |
| 10. Closed Session: To Discuss Collective Bargaining Negotiations | 8:15 PM
30 minutes |
| <i>RCW 42.30.140(4)(a) Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.</i> | |
| 11. Closed Session Report Out – Action Item | 8:45 PM
5 minutes |
| Adjourn | 8:50 PM |

Informational Only Items:

- I. *Executive Director’s Report*
-

Important Future Dates

November 2024

- | | |
|---|--------|
| TCD office closed, Thanksgiving | Nov 28 |
| TCD office closed, Native American Heritage Day | Nov 29 |

December 2024

- | | |
|--|-----------|
| WACD Annual Conference, Spokane, WA | Dec 02-04 |
| WSCC Commission Meeting, Spokane, WA | Dec 05 |
| TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom) | Dec 17 |
| TCD office closed, Christmas Day | Dec 25 |

January 2025

TCD office closed, New Years Day	Jan 1
TCD office closed, Martin Luther King, Jr., Day	Jan 20
TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom)	Jan 28

February 2025

NACD Annual Meeting, Salt Lake City	Feb 8-12
TCD office closed Presidents Day	Feb 17
TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom)	Feb 25

Item

3



Thurston Conservation District Consent Agenda Decision Sheet November 19, 2024 Board Meeting

-
- A. October 22, 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. Pierce County Shellfish NTA Funding Agreement
- a. Proposed action: accept without amendment and approve.
 - b. Action was taken:
 Passed Moved for discussion during meeting Tabled to a future meeting

ADOPTED BY THE BOARD OF THE THURSTON CONSERVATION DISTRICT, WASHINGTON ON
November 19, 2024, AND EFFECTIVE IMMEDIATELY

SIGNED:

TJ Johnson, Board Chair

Betsie DeWreede, Vice Chair

David Iyall, Board Auditor

Doug Rushton, Board Member

Marianne Tompkins

Attest: Sarah Moorehead, Executive Director

Thurston Conservation District Board of Supervisors

Work Session Minutes

October 22, 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. – 6:03 p.m.



Present at Work Session:

TJ Johnson, TCD Board Chair

Betsie DeWreede, TCD Board Vice Chair

David Iyall, Board Supervisor

Doug Rushton, TCD Board Supervisor

Marianne Tompkins, Board Supervisor

Sarah Moorehead, TCD Executive Director

Sophia Barashkoff, TCD Staff

Katrinka Hibler, TCD Staff

Ben Cushman, TCD Legal Counsel

Josh Giuntoli, Washington State

Conservation Commission (WSCC)

Ashley Arai, Thurston County Interim

Director Community Planning & Economic

Development (CPED)

- 1 **1.** Topic List Review, *All*
- 2 **2.** Staff Presentation: Eld Inlet Bulkhead Removal Project, *Katrinka Hibler*
- 3 **3.** Community Partner Presentation: Thurston County Long Term Agricultural Zoning,
4 *Ashely Arai*
- 5 **4.** Fall Legislative Tour Update, *Sarah Moorehead*
- 6 **5.** Riverbend Ranch Project Update, *Sarah Moorehead*
- 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,

TJ Johnson, TCD Board Chair

Thurston Conservation District Board of Supervisors

Regular Board Meeting Minutes

October 22, 2024

Hybrid: In-Person and Virtual on Zoom

Originally Scheduled: 6:30 p.m. – 7:50 p.m.

Actual Meeting Time: 6:30 pm – 7:58 p.m.



Present at Meeting:

TJ Johnson, Board Chair

Betsie DeWreede, TCD Board Vice Chair

Doug Rushton, TCD Board Supervisor

Marianne Tompkins, Board Supervisor

David Iyall, Board Supervisor

Sarah Moorehead, TCD Executive Director

Sophia Barashkoff, TCD Staff

Ben Cushman, TCD Legal Counsel

Josh Giuntoli, Washington State

Conservation Commission (WSCC)

Summary of Action Items

- 1 • None.

Summary of Motions Passed

- 2
- 3 *Supervisor Rushton moved to approve the Agenda. Supervisor Tompkins seconded. Motion*
- 4 *passed unanimously, (5-0).*
- 5 *Supervisor DeWreede moved to approve the Amended Consent Agenda. Supervisor Tompkins*
- 6 *seconded. Motion passed unanimously, (5-0).*
- 7 *Supervisor DeWreede moved to approve the WA State Dept of Ecology Conservation Corp*
- 8 *Vendor Agreement. Supervisor Tompkins seconded. Motion passed, (4-0) Supervisor Rushton*
- 9 *abstained.*
- 10 *Supervisor Iyall moved to adjourn the October 22, 2024 TCD Board Meeting. Supervisor*
- 11 *DeWreede seconded. Motion passed unanimously, (5-0).*

Full Version of the Minutes

12 Welcome & Introductions

13 At 6:30 p.m., TCD Board chair TJ Johnson called the October 22, 2024 Regular Board Meeting to

14 order. TCD Board, Staff, members of the public, and Legal Counsel were introduced by Board

15 Chair Johnson. For each vote, TCD Board Chair Johnson called out Supervisors by name. He

16 announced that the meeting was being video recorded. TCD Supervisors Johnson, Rushton, Iyall

17 DeWreede and Tompkins and Executive Director Moorehead attended the meeting in person at

18 the TCD office.

19 Agenda Review

20 *Supervisor Rushton moved to approve the Agenda. Supervisor Tompkins seconded. Motion*

21 *passed unanimously, (5-0).*

22 **Consent Agenda**

23 Supervisor DeWreede asked for Item C, the *WA State Dept of Ecology Conservation Corp Vendor*
24 *Agreement*, to be pulled from the Consent Agenda for discussion.

25 A. September 24, 2024, Board Work Session & Meeting Minutes

26 B. October 2024 Financial Report

27 ***Supervisor DeWreede moved to approve the Amended Consent Agenda. Supervisor Tompkins***
28 ***seconded. Motion passed unanimously, (5-0).***

29 **WA State Dept of Ecology Conservation Corp Vendor Agreement**

30 ***Supervisor DeWreede moved to approve the WA State Dept of Ecology Conservation Corp***
31 ***Vendor Agreement. Supervisor Tompkins seconded. Motion passed unanimously, (4-0)***
32 ***Supervisor Rushton abstained.***

33 **Volunteer of the Year Award Recognition: Rebecca Champagne-Bingaman**

34 Ms. Bingaman was not present.

35 **Public Comment**

36 No public members were present.

37 **Partner Reports**

38 A. National Resources Conservation Service (NRCS) Update, DaShell Burnham

39 • Ms. Burnham was not present.

40 B. Washington State Conservation Commission (WSCC) Update, Josh Giuntoli

41 • Mr. Giuntoli gave an update.

42 • The Commission hired Dani Madrone as the new Legislative Director.

43 • During the upcoming WACD Annual Meeting TCD Supervisors will have an
44 opportunity to vote on the Eastern Region Representative to the Commission.

45 C. Washington Association of Conservation Districts (WACD) Update, TCD Supervisor Doug
46 Rushton.

47 • Supervisor Rushton gave an update.

48 D. National Association of Conservation Districts (NACD) Update, TCD Supervisor and NACD
49 Board Member Rushton

50 • Supervisor Rushton gave an update.

51 **Washington Association of Conservation Districts (WACD)**

52 A. WACD SW Area Meeting Debrief

53 • Supervisor Rushton and Executive Director Moorehead gave an update.

54 B. Annual Conference, Spokane WA.

55 • Executive Director Moorehead gave an update on supervisor registrations,
56 accommodations, and travel to the WACD Annual Meeting in Spokane in
57 December.

- 58 • She also provided an update on specific agenda items most relevant to TCD.
59 – A white paper that will be discussed at the conference which offers
60 proposals for improved sustainable funding models for WA State
61 conservation districts.
62 – An initiative at the legislative level to remove the state-wide cap on Rates
63 & Charges, which would allow local jurisdictions to determine Rates &
64 Charges amounts for their local conservation districts.
65 – Plant procurement strategies to improve state-wide shortages for native
66 plant propagation.

67 **2025 TCD Supervisor Elections**

68 Two positions will be open in 2025, Board Chair Johnson’s elected position and Board Vice Chair
69 DeWreede’s appointed position.

70 **Governance**

- 71 A. Review of Executive Director Annual Review Process.
72 B. November 22, 2024 Work Session Topic List & Meeting Agenda Development

73 **Work Session**

- 74 • Topic List Review, *All*
75 • Staff Presentation: TBD
76 • Community Partner Presentation: TBD
77 • WACD White Papers & Resolutions, *All*
78 • Riverbend Ranch Project Update, *Sarah Moorehead*
79 • Conservation & Education Center (CEC) Development, *All*
80 • Important Updates & Announcements
81 ○ Board of Supervisors, *All*
82 ○ Executive Director, *Sarah Moorehead*

83 **Board Meeting Agenda**

- 84 • Welcome, Introductions, Audio Recording Announcement
85 • Agenda Review
86 • Consent Agenda
87 ○ November 19, 2024 Board Work Session & Meeting Minutes
88 • Public Comment
89 • Partner Reports (if present)
90 ○ National Resources Conservation Service
91 ○ Washington State Conservation Commission
92 ○ Washington Association of Conservation Districts
93 ○ National Association of Conservation Districts
94 • Governance, *All*
95 ○ November 19, 2024 Work Session Topic List & Meeting Agenda Development

- 96 ○ TCD 2025 Election Resolution
- 97 ○ TCD 2025 Budget
- 98 ○ December 17, 2024 Work Session Topic List & Meeting Agenda Development
- 99 ● **Executive Session:** to review the performance of the Executive Director. To
- 100 Evaluate the qualifications of an applicant for public employment or to review
- 101 the performance of a public employee.
- 102 ● **Closed Session:** to discuss collective bargaining sessions with employee
- 103 organizations, including contract negotiations, grievance meetings, and
- 104 discussions relating to the interpretation or application of a labor agreement; or
- 105 (b) that portion of a meeting during which the governing body is planning or
- 106 adopting the strategy or position to be taken by the governing body during the
- 107 course of any collective bargaining, professional negotiations, or grievance or
- 108 mediation proceedings, or reviewing the proposals made in the negotiations or
- 109 proceedings while in progress.

110 **Closed Session: To discuss Collective Bargaining Negotiations**

111 *RCW 42.30.140 (4)(a) Collective bargaining sessions with employee organizations, including*

112 *contract negotiations, grievance meetings, and discussions relating to the interpretation or*

113 *application of a labor agreement; or (b) that portion of a meeting during which the governing*

114 *body is planning or adopting the strategy or position to be taken by the governing body during*

115 *the course of any collective bargaining, professional negotiations, or grievance or mediation*

116 *proceedings, or reviewing the proposals made in the negotiations*

117 *or proceedings while in progress.*

118 The Executive Session opened at 7:15 pm to last no more than 30 minutes and concluded at

119 7:45 pm. In attendance: TCD Board Members Johnson, Rushton, DeWreede, Tompkins and Iyall;

120 TCD Legal Counsel Ben Cushman; and Executive Director Moorehead.

121 **Closed Session Report Out**

122 No action was taken.

123 **Closed Session: To discuss Collective Bargaining Negotiations**

124 *RCW 42.30.140 (4)(a)_Collective bargaining sessions with employee organizations, including*

125 *contract negotiations, grievance meetings, and discussions relating to the interpretation or*

126 *application of a labor agreement; or (b) that portion of a meeting during which the governing*

127 *body is planning or adopting the strategy or position to be taken by the governing body during*

128 *the course of any collective bargaining, professional negotiations, or grievance or mediation*

129 *proceedings, or reviewing the proposals made in the negotiations*

130 *or proceedings while in progress.*

131 The Executive Session opened at 7:47 pm to last no more than 10 minutes and concluded at

132 7:57 pm. In attendance: TCD Board Members Johnson, Rushton, DeWreede, Tompkins and Iyall;

133 TCD Legal Counsel Ben Cushman; and Executive Director Moorehead.

134 **Closed Session Report Out**

135 No action was taken.

136 ***Supervisor Iyall moved to adjourn the October 22, 2024 TCD Board Meeting. Supervisor***

137 ***DeWreede seconded. Motion passed unanimously, (5-0).***

138 **Adjourn 7:58 pm**

Respectfully,

TJ Johnson, TCD Board Chair



Pierce County

PLANNING & PUBLIC WORKS: SUBRECIPIENT AGREEMENT FOR THURSTON CONSERVATION DISTRICT

Title:	South Sound Shellfish Recovery	Contract Number:	SC-111404
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Start Date:	1/1/2024	End Date:	1/31/2027	Fiscal Year:	
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The County reserves the right to extend this Agreement for additional periods. The decision to extend is subject to the availability of funding, the continued priority of need for a specific service, and satisfactory performance by the Subrecipient during the period specified in this Agreement. Notification of intent to extend Agreement for additional periods with the Subrecipient will occur prior to the expiration of this Agreement.

CFDA(s):	66.123	FAIN(s):	PC-01J89801-1
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TOTAL AGREEMENT FUNDING NOT TO EXCEED: \$191,000.00

Subrecipient Name:	Thurston Conservation District		
Mailing Address:	582 Tilley Court SE Suite 152 Tumwater, WA 98501		
Contact Name:	Marguerite Abplanalp	Title:	Agriculture Programs Manager
Phone:	(360) 754-3588	Email:	mabplanalp@thurstoncd.com
Fiscal Contact:		DUNS:	168783850
Agency UBI:	600-330-344	Fed Tax ID:	91-1011612

Planning & Public Works - SWM Contacts

Contract Manager:	Tina Basil	Phone or Email:	Tina.basil@piercecountywa.gov
Program Contact:	Barbara Ann Smolko	Phone or Email:	Barbaraann.smolko@piercecountywa.gov
Fiscal Contact:	Candace Achey	Phone or Email:	Candace.achey@piercecountywa.gov

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein, County and Subrecipient, referred to individually as a "Party" and collectively as the "Parties," mutually agree that Subrecipient shall provide the services and comply with the requirements set forth herein and the attachments, incorporated by reference into this Agreement:

EXHIBITS

A: Scope of Work	D: General Terms and Conditions
B: Budget and Financial Requirements	E: Federal Terms and Conditions
C: Recordkeeping, Reporting and Audit Requirements	F: Subaward Information

This Agreement, including all Exhibits and other documents incorporated by reference, contains all the terms and conditions agreed upon by the Parties. No other understandings and representations, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the Parties. The Parties signing below warrant that they have read and understand this Agreement and have authority to enter this Agreement.

		Sarah Moorehead	
		Executive Director	
Subrecipient Signature		Printed Name and Title	Date
Deputy Prosecuting Attorney	Date	Finance Director	Date
Approved as to legal form only			
Planning and Public Works Director	Date	County Executive (over \$250k)	Date

EXHIBIT A – SCOPE OF WORK

Subrecipient has been granted a Subaward by County, reflected by the **Total Agreement Amount** set forth herein on page one (1) of this Agreement, of federal funds from the United States Environmental Protection Agency (the Awarding Agency), Washington State Department of Health (first pass through entity), Pierce County (second pass through entity). Subrecipient shall use these funds to implement the Agreement requirements set forth below.

1. BACKGROUND AND PURPOSE

The South Sound Shellfish Recover Project has identified over 32,000 acres of approved growing areas as well as 9 Shellfish Protection Districts (SPD). The SPD areas were created when each experienced a classification downgrade by The Department of Health (DOH) due to bacterial pollution. There are over 1,700 acres of shellfish growing area in the South Sound that have the potential to be upgraded. This agreement is to provide a new round of funding from our Shellfish Strategic Initiative 2.0. Pierce County Surface Water Management (PCSWM) will prioritize preventing, identifying, and correcting sources of bacterial pollution for the purpose of upgrading previously downgraded shellfish growing areas in the South Puget Sound.

2. SUBRECIPIENT RESPONSIBILITIES

Project task and subtask numbers reflect the reference numbers in Pierce County's agreement with the Department of Health **and are not sequential**. All progress reports and invoices should reference the task and/or subtask numbers used within this Scope of Work.

Task 2: Project Administration and Reporting

Subtask 2.1 Progress Reporting and Invoicing

- The subrecipient will submit quarterly progress reports by the specified target completion dates listed below.

Quarterly reporting periods are:

- Quarter 1: January 1 – March 31 (Financial and Ecosystem Accounting Tracking System (FEATS) will serve as pt quarter report) Progress Report Due April 1st.
- Quarter 2: April 1 – June 30; Progress Report Due July 15th.
- Quarter 3: July 1 – September 30 (FEATS will serve as 3rd quarter report); Progress Report Due October 1st.
- Quarter 4: October 1 – December 31; Progress Report Due January 15th.
- Progress Reports shall include:
 - A description of:
 - Work completed for each task/subtask during the reporting period, including what deliverables were completed and submitted during the reporting period.
 - Total allowable spending by task.
 - Status for ongoing project tasks.
 - Challenges affecting task-specific or overall project completion date(s), scope of work, or costs.
 - Progress toward success measures.
- Evidence of satisfactory completion of all reporting requirements or deliverables.

- A final report and project invoice upon contract completion is due by January 31, 2027, the final report will describe the entire project, highlight project outcomes, and discuss lessons learned.

Task 6: Agricultural Pollution Identification and Correction

Thurston Conservation District (TCD) will work to identify and correct pollution from agricultural sources in Thurston Counties. This will occur primarily through the implementation of Agricultural Best Management Practices (BMPs) and the provision of agricultural technical assistance.

Subtask 6.1 Provide Agricultural Technical Assistance

TCD will provide technical assistance services to agricultural landowners. This will include performing site visits and developing written, prioritized recommendations for individual farms. This may also include assisting with the design and installation of agricultural BMPs whose implementation are not funded through the grant.

These services may include the following:

- Conduct outreach activities to landowners and stakeholders to increase awareness of technical assistance services.
- Provide technical assistance to landowners to site, design, prioritize, and construct BMPs including engineering services, if needed.
- Develop and supervise the installation of agricultural BMP projects.
- Conduct initial and follow up site visits to ensure proper installation, use, and maintenance of BMPs.
- Assess BMP implementation effectiveness.
- Conduct administrative tasks for grant reporting.
- Submit progress reports on the number, type, cost, and watershed of BMPs completed and in progress, with both the total amount for each reporting period and a running total.

Subtask 6.2 Implement Agricultural BMPs

TCD will manage funds and installation of agricultural BMPs as outlined in the Shellfish Strategic Initiative National Estuary Program Funds: Agricultural Best Management Practice Guidelines (Guidelines). PCSWM will be responsible for oversight of the funds for the project and all sub-subrecipients as outlined in the Guidelines. Participants are eligible for up to 100% reimbursement of riparian buffer implementation costs and associated livestock exclusion fencing, and up to 100% reimbursement for the costs of other eligible BMPs. Funds may be combined with other money for BMPs received from other funding sources like the Conservation Commission or Environmental Quality Incentives Program (EQIP). Department of Health (DOH) requires potential livestock BMP project lists from participating partners for pre-approval to ensure projects meet the Guidelines. DOH will periodically assess progress of expenditures and may withdraw funds if they are not being spent in a timely manner.

Site specific BMP implementation assistant will include the following services:

- Conduct outreach to landowners and stakeholders.
- Provide technical assistant to landowners directly or via appropriate organizations to best site, design, prioritize, and construct BMPs.
- Develop and install BMP projects.
- Conduct initial and follow up site visits to ensure proper installation, use, and maintenance of BMPs.
- Conduct administrative tasks for grant report, coordination, and cost share reimbursement.
- Maintain project records and submit grant reporting information.
- Collect and report necessary information for payment vouchers.

- Provide administrative assistance to participants to meet reporting requirements for cost share reimbursement.
- Submit progress reports and cost share reimbursements with the number, type, costs, and watershed of BMPs completed and in progress and the total amount spent for each reporting period with a running total.

Deliverables:

- Complete 25 technical assistance site visits with a target of 50% completed by May 1, 2025.
- Provide at least 9 BMP engineering designs with a target of 50% completed by February 1, 2026.

Task 8: Education and Outreach

Education and Outreach on bacterial pollution sources and pollution prevention actions such as on-site maintenance and farm management will be integrated into the project. Traditional education programs, such as workshops, that have been successful in the past will be incorporated into the project.

Subtask 8.2 Workshops and Event Booths

Conduct workshops on pollution prevention topics and attend events. Events can include fairs, neighborhood meetings or gatherings, or local interest group meetings. Workshop cost estimates can include advertising and space or booth rental. Workshops will address agricultural issues.

Assumptions:

- These activities may be used to provide match for other grants obtained by the TCD. TCD is responsible for confirming that monies received through the National Estuary Program can be used as allowable match for other grant programs.
- TCD will be able to identify enough willing landowners necessary to achieve their technical assistance and BMP targets.
- Deliverables:
- 6 Agricultural workshops or events in Thurston County with target of 50% completed by May 1, 2025.

3. REPORTING/DELIVERABLES

- 3.1. Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Reporting. The subrecipients will submit MBE/WBE utilization reports each year as required by the federal terms and conditions included in this contract. Reports will be in the format located on the EPA webpage https://www.epa.gov/system/files/documents/2021-08/epa_form_5700_52a.pdf and will include all qualifying purchases OR will clarify that no qualifying purchases were made. MBE/WBE reporting periods are from October 1 to September 30 annually. Reports are due to Barbara Ann Smolko barbaraann.smolko@piercecountywa.gov 15 calendar days after the end of each reporting period with the DOH Contract Manager carbon copied. MBE/WBE Reporting due annually on October 15th.
- 3.2. Recognition of EPA Funding. Reports documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement:
 “This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J89801 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

4. COUNTY RESPONSIBILITIES

- 4.1. To accomplish the intent of this Agreement, as appropriate under the circumstances, County shall:
 - 4.1.1. Provide administrative and financial oversight, direction, training, and technical assistance in accordance with established laws and regulations.
 - 4.1.2. Monitor Subrecipient activities to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward; and that Subaward Performance Measures are achieved. Subrecipient monitoring by County will conform with 2 CFR 200.332 and include, but not be limited to:
 - 4.1.2.1. Reviewing financial and performance reports.
 - 4.1.2.2. Ensuring Subrecipient takes timely and appropriate action on any and all deficiencies pertaining to this Agreement that are detected by County through audits and on-site reviews.
 - 4.1.2.3. Issuing management decisions for applicable audit findings.
 - 4.1.2.4. Resolving audit findings.
 - 4.1.3. Verify that Subrecipient is audited as required by Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), as applicable.
 - 4.1.4. Take enforcement action against Subrecipient for noncompliance.
 - 4.1.5. Work with the National Estuary Program Quality Coordinator (NEP QC) to ensure the project meets quality assurance requirements per the contract terms and conditions.
 - 4.1.6. Determine if a Quality Assurance Project Plan (QAPP) is required or a QAPP waiver is appropriate. This is an EPA requirement.

EXHIBIT B – BUDGET & FINANCIAL REQUIREMENTS

1. COMPENSATION

- 1.1. Funding is based on the services as set forth in the Scope of Work in this Agreement. The Subrecipient shall use all funds provided pursuant to this Agreement to support only the services as described within this Agreement and may not supplant other programs or fund sources.
- 1.2. Funding is contingent upon the receipt of funds by the County from state government, federal government, or other sources. If funding is withdrawn, reduced, suspended, or reallocated, after the effective date of this Agreement and prior to normal completion, the County will notify the Subrecipient per Section 1.2.1. In such instances, the County may terminate the Agreement, withdraw funding, or renegotiate the Agreement subject to those new funding limitations and conditions. If the source of funding for this Agreement is eliminated on a temporary or permanent basis, the County will not be responsible for reimbursing the Subrecipient for any work performed after the receipt of the notification.
 - 1.2.1. Should a change in funding source occur or become necessary, in lieu of a formal amendment, the County shall notify the Subrecipient immediately, by issuing written notice to the Subrecipient, unless the Agreement is formally terminated in which the County will follow the termination process per the General Terms and Conditions in Exhibit D to this Agreement (GTC). The Subrecipient shall keep a copy of any notices on file with the Agreement as the record of change.
- 1.3. Funds shall not be obligated for:
 - 1.3.1. Costs incurred prior to start date of this Agreement:
 - 1.3.1.1. Any action subsequent to an order from the County for suspension or termination of the project except as may be reasonably necessary for the protection of life and property;; or
 - 1.3.1.2. Reimbursement requests that include ineligible or inappropriate costs pursuant to state or federal laws and regulations, or as defined in the GTC or Scope of Work.
 - 1.3.2. The Subrecipient shall refund to the County any payment or partial payment expended by the Subrecipient, subcontractors, or consultants which is subsequently found to be ineligible, inappropriate, or illegal.
- 1.4. The Subrecipient shall provide services in the most effective, efficient, and economical manner possible.
- 1.5. The County agrees to pay the Subrecipient for services outlined in Exhibit A, Scope of Work, and in accordance with Exhibit B, Compensation and Financial Requirements.
- 1.6. Subrecipient is permitted to reallocate budget between tasks, if necessary, as described in the uniform guidance (§[200.308](#)) to better reflect spending requirements, subject to the County's written approval, and subject to the federal awarding agency's policy and the uniform guidance that would define requirements for prior written approval (§[200.407](#)) before implementation.
- 1.7. It is understood that where applicable, funds provided by this Agreement are federal funds administered by the County and are subject to those regulations and restrictions normally associated with federal programs including: 2 CFR 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (formerly OMB Circular A-21, A-87, A-102, A-110, A-122 and A-133), and other such uniform administrative requirements for grants-in-aid now in effect or which hereafter may be made applicable by local, state or federal laws or regulations. All of the above are incorporated in this Agreement by reference.

- 1.8. If program income is generated, the subrecipient is required to account for program income related to this project. Program income earned during the project period shall be retained by the subrecipient and shall be added to funds committed to the project by EPA and the subrecipient and shall be used to further eligible project objectives.
- 1.9. A transfer from one (1) or more line item(s) not exceeding ten percent (10%) of the existing line item, is allowed with a corresponding decrease in another line item(s). Such a transfer may not increase the total contract amount. The request and approval of such transfers may be communicated via email, but County approval must be obtained prior to spending funds.
- 1.10. A written letter of agreement may be used to communicate minor changes that exceed ten percent (10%). Minor changes include line-item adjustments to the contract budget or modifications to the day-to-day operating structure for services provided that do not impact the total contract amount. The letter of agreement must be signed by County Staff and the authorized signer of the agreement.
- 1.11. The maximum consideration for this Agreement is not to exceed **\$191,000.00**, as set forth in the funding table below. Subrecipient shall monitor its monthly expenses and ensure those monthly expenses do not exceed the maximum consideration for this Agreement.

Task Number & Name	Task Budget
Task 2: Project Administration & Reporting	\$4,000.00
Task 6: Agricultural Pollution Identification & Correction	\$175,000.00
Task 8: Education and Outreach	\$12,000.00
Total Budget	\$191,000.00

2. FEDERAL REQUIREMENTS

- 2.1. Subaward funds may only be used for costs applicable to this Agreement which are included in the approved budget. Subaward funds may not be used for general administration or operation of the Subrecipient and may not replace non-federal funds in any jointly funded project.
 - 2.1.1. Subrecipient may provide an approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government. If no such rate exists, a *de minimis* indirect cost rate (10%) as defined in 2 CFR 200.414 Indirect (F&A) costs, paragraph (f), may be used.
- 2.2. In addition to other audit requirements set forth in this Agreement, Subrecipients who are not required to obtain a single or program-specific audit that meets the requirements of 2 CFR 200.500-507 or do not have audited financial statements prepared, are required at a minimum to have a reviewed financial statement prepared annually by an independent Certified Public Accountant (CPA). Audits and/or reviewed financial statements must be submitted to the County within thirty (30) calendar days of issuance. The review must be conducted in accordance with the Statements and Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants for non-profits or the Government Auditing Standards issued by the Comptroller General of the United States for government entities.
- 2.3. Federal Funding Accountability and Transparency ACT (FFATA). This contract is supported by federal funds that require compliance with the FFATA. The purpose of the FFATA is to make information available online so the public can see how federal funds are spent. To comply with the act and be eligible to enter this contract, your organization must have a Unique Entity Identifier (UEI) number. A UEI number provides a method to verify data about your organization. If you do not already have one, you may receive a UEI number free of charge by contacting System for Award Management (SAM) at sam.gov.

3. REIMBURSEMENT PROCEDURE

- 3.1. Reimbursement requests shall only be for costs actually incurred per the approved budget and supported by documentation. The Subrecipient is prohibited from submitting requests for payment in excess of actual requirements for carrying out the Scope of Work.
- 3.2. Reimbursements shall be requested on an Agreement Payment Request (invoice) form, developed and provided by the County as an attachment to the Agreement.
 - 3.2.1. The Subrecipient shall submit the invoice within thirty (30) working days following the month in which the Subrecipient has incurred expenditures for services and costs as outlined in this Agreement. The County shall issue payment no later than thirty (30) working days after the receipt of complete and accurate billing information as determined by the County.
 - 3.2.2. Invoices shall be accompanied by documentation to support the amount of the request for reimbursement. The County shall not release payment until the Subrecipient provides all required documentation identified in this Agreement, including those identified as “reporting requirements.” Submission of incomplete or inaccurate information on an invoice may delay the reimbursement process. Any delay in the reimbursement process resulting from incomplete or inaccurate information on an invoice will not be considered a breach of the Agreement.
 - 3.2.3. Invoices must be signed with an original or electronic signature and received prior to payment.
 - 3.2.4. The Subrecipient is prohibited from submitting request for payment in excess of actual requirements for carrying out the project.
 - 3.2.5. Invoices shall be submitted to the following email address:
pcpwcontractservices@piercecounitywa.gov
 - 3.2.6. The County reserves the right to amend, delete, or add to the invoice form as it deems necessary. Any revisions or changes to the invoice will be provided to the Subrecipient in a timely manner.
 - 3.2.7. Advance payments prohibited. No payment in advance or in anticipation of services or supplies to be provided under this contract.
- 3.3. Due to County fiscal year end and Agreement closeout requirements, the Subrecipient shall:
 - 3.3.1. Submit the final invoice for the calendar year (CY) in the month of January. The actual date will be determined and communicated to the Subrecipient by the County.
 - 3.3.2. When the term of the Agreement ends in any month other than December, the Subrecipient shall submit the final billing for the Agreement, based on the date determined by the County.
 - 3.3.2.1. The County will provide timely written notification, via a formal letter or an e-mail, of the submission requirements for these time frames.
 - 3.3.3. Failure to follow the year end and/or final invoice instructions, may result in a delayed payment or nonpayment for the given month.

EXHIBIT C – RECORDKEEPING, REPORTING & AUDIT REQUIREMENTS

1. RECORDKEEPING & REPORTING

- 1.1. Subrecipient shall maintain all records required by applicable federal, state, and local regulations and to demonstrate compliance with this Agreement. The public shall be granted reasonable access to all “public records” associated with this Agreement for up to six (6) years following the termination or expiration of this Agreement in accordance with, and subject to any limitations or exemptions under the Public Records Act, RCW 42.56, or any other applicable state or federal law. This Agreement is subject to review by any Federal or State auditor. County or its designees shall have the right to review and monitor the financial and service components of this Agreement by whatever means are deemed expedient by the County. Such review/right to access may occur with or without notice, and may include, but is not limited to, on-site inspection and inspection of all records or other materials which the County deems pertinent to this Agreement and its performance. Subrecipient shall preserve and maintain all financial records and records relating to performance of this Agreement for six (6) years after termination or expiration, and shall make them available for such review, within Pierce County, State of Washington, upon reasonable request.
- 1.2. Subrecipient shall maintain written policy and procedural manuals for all services, information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staff changes or absences occur.
- 1.3. Subrecipient shall establish and maintain in conformance with applicable accounting laws, regulations, and standards an accounting system that, at a minimum:
 - 1.3.1. Adequately and separately identifies all funding sources and all application of funds associated with providing the required services including, but not limited to, local, state, and federal grants, fees, donations, federal funds, and all other funds, public or private.
 - 1.3.2. Provides a means to gather fiscal data necessary to determine; a) the cost of a unit of service; b) the bid price; and c) if funds were generated in excess of allowable costs.
 - 1.3.3. Accurately identifies all costs incurred by Subrecipient, even when no revenue is received from services.
- 1.4. Subrecipient shall maintain all records containing information pertaining to projects, contracts, grants, or sub-grant awards, and all authorizations, obligations, non-obligated balances, assets, outlays, liabilities, expenditures, and revenue.
- 1.5. Subrecipient shall maintain all books, records, documents, reports, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. Subrecipients shall maintain their fiscal books, records, documents, and other data in a manner consistent with relevant generally accepted accounting principles.
- 1.6. Upon reasonable request by County, Subrecipient shall provide to County any and all information, data, and other reporting, to the fullest extent permitted by law, that is required by the County to comply with federal, state, and local laws and to meet the County’s reporting obligations.
- 1.7. In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, subrecipient shall maintain competency for the duration for the project period of this agreement. This will be documented during the annual reporting process. A copy is available online

at <http://www.epa.gov/fem/lab> or a copy may be requested from contacting the County Project Manager Barbara Ann Smolko barbaraann.smolko@piersecountywa.gov.

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

2. AUDITS

- 2.1. Subrecipient shall submit to the County's fiscal representative an independent audit engagement letter and satisfy the other conditions set forth below, as applicable:
 - 2.1.1. Subrecipients that are required to have a Single Audit under 2 CFR 200 Subpart F must submit a copy of the independent audit engagement letter to the County upon execution of this Agreement.
 - 2.1.2. When state funds are also to be paid under this Agreement, a Schedule of State Financial Assistance must also be included.
 - 2.1.3. Subrecipient shall inform the County's fiscal representative in advance of the date and time of the independent auditor's exit interview with Subrecipient so that a County representative can be present if the County so desires.
 - 2.1.4. Subrecipient shall submit the independent Certified Public Accountant (CPA) auditor's financial statement report, Single Audit reports and the management letter (collectively referred to as "reports") to the County within thirty (30) calendar days following the issuance of such reports. Further, Subrecipient shall:
 - 2.1.4.1. Provide comments on any findings and recommendations in the reports, including a plan for corrective action for any findings.
 - 2.1.4.2. Make available working papers of the reports to County.
 - 2.1.5. Subrecipient shall include all relevant audit requirements in any subcontracts.
- 2.2. When Subrecipient is a state or local government entity, the Office of the State Auditor will conduct the audit.
- 2.3. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Subrecipient in accordance with 2 CFR 200.509.
- 2.4. In the event Subrecipient's independent auditor does not provide the assurances necessary to satisfy relevant legal audit requirements, County retains the right to request a full audit and Subrecipient will be responsible for any and all costs incurred in order to provide the required audit and assurances.
- 2.5. If Subrecipient receives an annual audit due to requirements other than stated in this Agreement, Subrecipient shall submit all reports from these audits to the County's fiscal representative in accordance with section 2.1.4 above.
- 2.6. For Subrecipients who are not required to obtain a Single Audit, County, at its discretion, may require the Subrecipient to obtain an independent review or an independent audit, at the Subrecipient's expense, conducted by an independent CPA. A Single Audit requirement may also apply.

EXHIBIT D – GENERAL TERMS & CONDITIONS

1. **Future Non-Allocation of Funds.** Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payment for services of amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by County ordinance. No penalty or expense shall accrue to the County in the event this provision applies.
2. **Amendments.** All amendments to this Agreement shall be in writing and approved by County.
3. **Insurance and Bond.** The insurance coverages specified in this paragraph are required.

The Contractor shall, at the Contractor's own expense, procure and maintain for the duration of this contract, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, the minimum coverages as outlined below:

- 3.1. Commercial General Liability (CGL): CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence.
- 3.2. Automobile Liability: ISO form CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3.3. Professional Liability (Errors and Omissions): If the scope of services delivered pursuant to this contract involve professional services by a licensed professional or require professional standards of care, Professional Liability coverage with a limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate is required.
- 3.4. Workers Compensation: As statutorily required by the State of Washington.
- 3.5. Employers' Liability or Stop Gap Coverage: Employers' Liability with limits not less than \$1,000,000 or an endorsement on the General Liability policy providing Stop Gap Coverage.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Pierce County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

Pierce County, its officers, officials, employees, and volunteers are to be covered as additional insureds on all required policies with the exception of Professional Liability and Workers' Compensation. Pierce County requires a copy of the additional insured policy endorsement.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects Pierce County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Pierce County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess policies.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by Pierce County, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

Notice of Cancellation

In the event of nonrenewal, or cancellation of, or material change that would impact the Contractor’s ability to comply with the insurance coverage required, forty-five (45) days written notice will be furnished to Pierce County prior to the date of, change or nonrenewal, such notice shall be sent to the Pierce County Risk Manager.

Waiver of Subrogation

Contractor hereby grants to Pierce County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Pierce County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Pierce County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Pierce County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor and shall not apply to the Indemnified Additional Insured Parties. Pierce County reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the State of Washington with a current A.M. Best’s rating of no less than A: VII.

Occurrence and Claims Made Policies

Each insurance policy shall be written on an “occurrence” form; except that insurance on a “claims made” form may be acceptable with prior approval by the Pierce County Risk Manager.

If any of the required policies are approved by the Pierce County Risk Manager to provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. This requirement may be amended by the Pierce County Risk Manager.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Contractor shall furnish Pierce County Risk Management with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by Pierce County Risk Management before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Pierce County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Pierce County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Pierce County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Pierce County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any modification to these requirements shall be made in writing, by a mutually agreed amendment signed by both parties.

Pierce County shall have no obligation to pay premiums.

Pierce County shall have no obligation to report occurrences unless a claim has been properly filed pursuant to relevant provisions in the Revised Code of Washington (RCW).

4. Defend, Hold Harmless and Indemnity.

- 4.1. Subrecipient, and its officers, agents, employees, subcontractors, and/or consultants, agree to defend, indemnify and save harmless County and its appointed and elective officers and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney’s fees and costs by reason of any and all claims and demands upon the County, and its elected or appointed officials or employees, for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Subrecipient, its officers, agents, employees, subcontractors, and/or consultants, successor or assigns, or the County, or its appointed or elected officers, employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, or its appointed or elected officials or employees.

- 4.1.1. The preceding section (4.1) is valid and enforceable only to the extent of Subrecipient’s negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition

to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Subrecipient or the Subrecipient's agents or employees.

- 4.2. With respect to performance of this Agreement and as to claims against the County, its officers, agents and employees, Subrecipient expressly waives its immunity under RCW 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of Subrecipient. This waiver is mutually negotiated by the parties to this Agreement.
- 4.3. In addition to any other remedy authorized by law, County may retain so much of the money otherwise due Subrecipient as deemed necessary by the County to ensure indemnification until disposition has been made of such suits or claims subject to the provisions of this section.
- 4.4. No liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.
- 4.5. Capital Projects
 - 4.5.1. Subrecipient shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, run-off, or other related items arising during construction of the project.
 - 4.5.2. Subrecipient shall also bear sole responsibility for any pollution of rivers, streams, ground water, or other waters which may occur as a result of construction operations.
 - 4.5.3. Subrecipient shall exercise all necessary precautions throughout the life of the project to prevent pollution, erosion, siltation, and damage to property.

5. Non-Discrimination.

- 5.1. During the performance of this Agreement, Subrecipient shall comply with federal, state, and local laws including, but not limited to:
 - 5.1.1. Section 703, Titles VI and VII of the Civil Rights Act of 1964 [42 U.S.C. 2000d et seq.], the Civil Rights Act of 1991 [42 U.S.C. 1981],
 - 5.1.2. The Americans with Disabilities Act of 1990 (ADA) [42 U.S.C. 12101 et seq.],
 - 5.1.3. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 [42 U.S.C. 3601 et seq.]
 - 5.1.4. Sections 503 and 504 of the Rehabilitation Act of 1973 [29 U.S.C. 793 and 794], the Age Discrimination in Employment Act of 1967 [29 U.S.C. 621],
 - 5.1.5. The Age Discrimination Act of 1975 [42 U.S.C. 6102],
 - 5.1.6. The Vietnam Era Veterans Readjustment Assistance Act of 1974 [38 U.S.C. 2011],
 - 5.1.7. Any relevant Executive Order (E.O.) issued by the President of the United States,
 - 5.1.8. The Washington State Law Against Discrimination [Chapter 49.60 RCW], and
 - 5.1.9. Any related provisions of the Code of Federal Regulations (CFR), Washington Administrative Code (WAC) and Revised Code of Washington (RCW), or any subsequent amendments to these provisions.

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

- 6. Religious Activities.** In accordance with the First Amendment of the United States Constitution and with Article 1, Section 11 of the Washington State Constitution, as a general rule, funds received under this Agreement may not be used for religious activities. The following restrictions and limitations apply to the use of funds provided by County under this Agreement:
- 6.1. Subrecipient may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the services funded under this Agreement.
 - 6.2. Subrecipient may engage in inherently religious activities, but such activities must be separated in time or place from the services provided to beneficiaries under this Agreement and participation in such activities by individuals to receive services under this Agreement must be voluntary.
 - 6.3. In performance of this Agreement, Subrecipient shall not discriminate against an individual beneficiary or a prospective beneficiary of services on the basis of religion or religious belief.
- 7. Drug-Free Workplace.** Subrecipient shall maintain a written drug-free workplace policy in accordance with 45 CFR Part 76, notifying employees that the possession or use of a controlled substance is prohibited in the workplace, and specifying the actions which will be taken against employees for any violation of the policy. The policy shall be developed and prominently posted as soon as practically possible, but no later than sixty (60) calendar days after the effective date of this Agreement.
- 8. Payment of Taxes.** Subrecipient shall pay all federal, state, and local taxes incurred by Subrecipient. Subrecipient shall require payment of all federal, state, and local taxes incurred by any of its subrecipients, contractors, consultants, and agents who are paid from funds provided under this Agreement or act in furtherance of this Agreement. Satisfactory performance of this section (8) is a condition precedent to payment by the County under this Agreement.
- 9. Independent Contractor Relationship.** Subrecipient and County are and shall at all times be deemed independent contractors. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between Subrecipient and County and the County or any of the Subrecipient's employees or agents. Subrecipient and County shall each retain all authority for services rendered, standards of performance, control of personnel, and other matters incident to the performance of services by Subrecipient and County, respectively, pursuant to this Agreement.
- 10. Assignability.** No portion of this Agreement may be assigned to any other individual, firm, or entity without the prior express written approval of County.
- 11. No Third-Party Beneficiary.** County does not intend by this Agreement to assume any contractual obligations to anyone other than Subrecipient, and Subrecipient does not intend by this Agreement to assume any contractual obligations to anyone other than County. County and Subrecipient do not intend that there be any third-party beneficiary to this Agreement.
- 12. Severability.** In the event any term or condition of this Agreement, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.
- 13. Debarment.** Subrecipient shall assure that its officers, agents, subcontractors, and consultants shall not fund, Agreement with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds. Subrecipient certifies that Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Agreement by any federal department or agency. If requested by County, Subrecipient shall complete a certification to the terms of this section (13).

14. Dispute Resolution. Differences between Subrecipient and County arising under this Agreement shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled, or other appropriate action may be promptly taken. Subrecipient and County shall meet and confer in good faith for the purpose of reaching a mutually satisfactory resolution of the dispute within fifteen (15) days of the date delivered or mailed postage paid to the County address identified on page one (1) of this Agreement, of said request.

15. Suspension & Termination.

- 15.1. County may, upon written notice to Subrecipient, immediately suspend or terminate this Agreement in whole or in part or withhold any payment to Subrecipient in whole or in part, whenever County, in its sole discretion, determines that such suspension or termination is in the County's interests. This includes, without limitation, the occurrence of any one or more of the following:
- 15.1.1. Expected or actual funding from the state, federal government, or other source(s) is withdrawn, reduced, or limited in any manner after the effective date of this Agreement and prior to its normal completion.
 - 15.1.2. Performance of this Agreement is rendered unfeasible or impossible for any reason.
 - 15.1.3. Subrecipient fails to comply with any of the terms or conditions of this Agreement or when Subrecipient fails to substantiate Subrecipient's compliance with this Agreement when requested to do so by County.
 - 15.1.4. Subrecipient uses Agreement funds improperly or illegally.
 - 15.1.5. Subrecipient provides materials, information, reports or documentation which are incomplete, incorrect, or false, either knowingly or negligently.
 - 15.1.6. Subrecipient fails to provide services, information, reports, or documentation required by this Agreement in a timely and reasonable manner.
 - 15.1.7. Subrecipient fails to resolve in a timely fashion audit finding(s) associated with this Agreement which could materially impact performance of this Agreement.
 - 15.1.8. Subrecipient is unable to carry out the terms and conditions of this Agreement in compliance with applicable federal, state, or local law; or
 - 15.1.9. Any illegal act by Subrecipient.
- 15.2. Whenever the Agreement is terminated in accordance with the above (section 15.1), Subrecipient shall be entitled to reimbursement for appropriate, approved, and eligible costs actually incurred by Subrecipient and supported by appropriate documentation prior to termination. Termination of this Agreement by County at any time during its term, whether for default or convenience, shall not constitute a breach by County.
- 15.3. County's forgiveness of Subrecipient's nonperformance of any provision of this Agreement in one (1) instance does not constitute a waiver of any provision of this Agreement, nor of future nonperformance of the same provision.
- 15.4. If Subrecipient receives a notice of termination from County, Subrecipient shall:
- 15.4.1. Cease performance under this Agreement to the extent specified in the notice of termination.
 - 15.4.2. Place no further orders or agreements for goods, services, or facilities to complete the performance now terminated.

- 15.4.3. Assign to County all of Subrecipient's rights, title, and interest under the orders and agreements placed by Subrecipient to complete the performance now terminated.
- 15.4.4. Deliver or convey title to:
 - 15.4.4.1. Any property produced by the work terminated.
 - 15.4.4.2. Any usable personal property in which County has a secured interest.
 - 15.4.4.3. Any usable property carried on the County's inventory.
 - 15.4.4.4. Any real property in which County, or any entity names by County, has a secured interest.
- 15.4.5. Send a final request for reimbursement, supported by appropriate documentation, for the performance now terminated to County within thirty (30) calendar days of the date of termination.
- 15.5. Upon termination, County will:
 - 15.5.1. Arrange to take delivery of property or the right, title, or interest of real property conveyed by Subrecipient in conjunction with this Agreement; and
 - 15.5.2. Make final payment upon receipt of final billings for all authorized services, if Subrecipient has provided documentation that County's interests are fully protected.
- 15.6. The rights and remedies in this section (15) are in addition to any other rights and remedies provided by law or under this Agreement.

16. Close-Out. Subrecipient shall submit to County no later than 30 calendar days after the end of the period of performance of this Agreement all financial, performance, and other reports as required by this Agreement.

17. E-Verify Participation. Subrecipient shall comply with Pierce County Code 2.106.022, as applicable. Pierce County requires that all businesses which contract with the County for contracts more than \$25,000 and of duration longer than 120 days, and are not specifically exempted by PCC 2.106.022, be enrolled in the Federal E-Verify Program. The requirement extends to every subrecipient meeting the same criteria. The subrecipient must provide certification of enrollment in the Federal E-Verify program to the County. The subrecipient will remain enrolled in the program for the duration of the Agreement. The subrecipient is responsible for verification of every applicable subrecipients. The County reserves the right to require a copy of the Memorandum of Understanding between the subrecipient(s) and the Department of Homeland Security upon request at any time during the term of the Agreement. Failure to provide this document could result in suspension of the project.

The Federal E-Verify Program is a web-based application that can be accessed at: www.dhs.gov/everify.

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

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

19. Subrecipient Assets.

- 19.1. Title to all property furnished by Subrecipient in performance of this Agreement shall remain with the regulating authority; and title to all property furnished by the County in performance of this Agreement shall remain with County.
- 19.2. Subrecipient shall obtain prior written approval by County when purchasing nonexpendable personal property if the cost of the personal property is to be reimbursed as a direct item of cost under this Agreement. This approval may be accomplished by inclusion in the Agreement Budget.
- 19.3. Title of all non-expendable personal property purchased by Subrecipient, the cost of which Subrecipient is reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the County upon acceptance of such property by the Subrecipient.
- 19.4. Non-expendable personal property purchased by Subrecipient under the terms of this Agreement, in which title is vested in the County, shall not be rented, loaned, or otherwise passed to any person, partnership, corporation, association, or organization without the prior express written approval of the County.
- 19.5. Any non-expendable personal property furnished to, or purchased by, Subrecipient, title to which is vested in the County shall, unless otherwise provided herein or approved by the County, be used only for the performance of this Agreement.
- 19.6. As a precedent to reimbursement for the purchase of non-expendable personal property, title to which shall be vested in the County, Subrecipient agrees to provide all necessary information and documents in order for the County to execute such security agreements and other documents as shall be necessary for the County to protect its interest in such property in accordance with the Uniform Commercial Code as codified in Title 62A RCW.
- 19.7. The Subrecipient shall be responsible for any loss or damage to property of the County, including all expenses resulting from such loss or damage, which results from negligence, willful misconduct, or lack of good faith on the part of the Subrecipient, or which results from the failure on the part of the Subrecipient to maintain and administer the property in accordance with sound management practices. Furthermore, the Subrecipient shall ensure that all County property in its possession, when returned to the County, shall be in a like condition to that in which it was when furnished to the Subrecipient or the condition in which the property was when acquired by the Subrecipient through purchase, except that in all cases, reasonable wear and tear shall be allowed.
- 19.8. Within three (3) calendar days of discovery of loss or destruction of or damage to County property, Subrecipient shall notify the County in writing and include appropriate documentation (i.e., police, fire, or accident reports). Subrecipient shall take all reasonable steps to protect that property from further damage.
- 19.9. Within five (5) working days after termination, or completion of this Agreement, unless otherwise mutually agreed in writing between Subrecipient and County, Subrecipient shall surrender to County all property of the County.
- 19.10. County may, at its discretion, abandon in place any property in which title is vested in the County under the terms of this Agreement insofar as permitted by law, rule, or regulation.
- 19.11. Non-expendable personal property acquired by the Subrecipient, the cost of which is reimbursed by the County or the Subrecipient with funds provided through this Agreement, shall be subject to the same constraints, procedures, treatment, handling, disposition, and other matters as specified above. The Subrecipient shall take all steps necessary to ensure that the interest of the County in such property shall be protected and safeguarded.

- 19.12. Subrecipient will maintain property record cards and property identification tabs as may be directed by the County. This applies only to property purchased with federal, state, and/or County funds specifically designated for such purchase.
- 20. Licensing and Accreditation Standards.** Subrecipient agrees to comply with all applicable federal, state, and local licensing requirements, all applicable accrediting or certification standards, and any other standards or criteria established by County to ensure quality of services, and to supply proof of said compliance upon demand.
- 21. Data Security.** Subrecipient agrees to abide by and maintain adequate data security measures consistent with applicable laws and regulations and industry standards and best practices. The subrecipient agrees that when collecting and managing environmental data under this agreement it will comply under 2 CFR 200.331(d).
- 22. Confidentiality.** Subrecipient, its employees, subcontractors, consultants, and their employees shall maintain the confidentiality of all confidential information provided by County in performance of this Agreement. Confidential information shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable Federal and State Laws and rules governing confidentiality.
- 23. Improper Influence.** Subrecipient and County warrant that each did not and will not employ, retain, or Agreement with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
- 24. Conflict of Interest and Code of Conduct.** County may, in its sole discretion, by written notice to Subrecipient, terminate this Agreement if it is found, after due notice and examination by County or its agent that there is a violation of chapter 42.23 RCW, or any similar statute involving the Subrecipient in the procurement of, or performance of this Agreement. In the event this Agreement is terminated as provided above, County shall be entitled to pursue the same remedies against Subrecipient as it could pursue in the event of a breach of this Agreement by Subrecipient. The rights and remedies of County provided for in this section (24) shall not be exclusive and are in addition to any other rights and remedies provided by this Agreement or law. The existence of facts upon which County makes a determination under this section (24) shall be an issue and may reviewed as provided in the Dispute Resolution section (14) above.
- 25. Applicable Law and Venue.** This Agreement shall be governed, construed, and interpreted according to the laws of the State of Washington. In the event either Subrecipient or County deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, Subrecipient and County agree that any such action or proceedings shall be brought in Pierce County Superior Court. Subrecipient and County shall be responsible for their own attorney's fees and costs.
- 26. Survivability.** The terms and conditions contained in the Agreement that by their sense and context are intended to survive the expiration of this Agreement shall so survive.
- 27. Waiver.** Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by Subrecipient and County.
- 28. Entire Agreement.** This written Agreement represents the entire Agreement between the Subrecipient and County and supersedes any prior oral statements, discussions, or understandings between Subrecipient and County.

EXHIBIT E – FEDERAL TERMS & CONDITIONS

1. Without limitation as otherwise set forth in this Agreement, Subrecipient shall comply with all relevant Catalog of Federal Domestic Assistance (CFDA) Listing Requirements, as amended and supplemented. Specifically, but not by way of limitation, CFDA 21.027 has the following policy requirements:
 - 1.1. 31 CFR Part 35, as amended by the Interim final rule published May 17, 2021, at 26786 FR Vol. 86, No. 93; or otherwise subsequently amended by Final Rule.
 - 1.2. 2 CFR Part 200, including Subparts B through F
 - 1.2.1. Additional Information: The following 2 CFR Policy requirements also apply to this assistance listing: 2 CFR Part 25, Universal Identifier and System for Award Management; 2 CFR Part 170, Reporting Subaward and Executive Compensation Information; and 2 CFR Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 CFR Part 200, Subpart C, the following provisions do not apply to the SLFRF program: 2 CFR § 200.204 (Notices of Funding Opportunities); 2 CFR § 200.205 (Federal awarding agency review of merit of proposal); 2 CFR § 200.210 (Pre-award costs); and 2 CFR § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 CFR Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 CFR § 200.308 (revision of budget or program plan); 2 CFR § 200.309 (modifications to period of performance); CFR § 200.305 (b)(8) and (9) (Federal Payment).
2. Without limitation as otherwise set forth in this Agreement, Subrecipient shall ensure that any procurement involving funds authorized by this Agreement complies with all applicable federal, state, and local laws and regulations, including but not limited to, 2 CFR 200.318 through 200.327, as well as Appendix II to 2 CFR Part 200 (entitled “Agreement Provisions for Non-Federal Entity Contracts Under Federal Awards”).
3. The subrecipient agrees to comply with the current EPA general terms and conditions at: https://www.epa.gov/system/files/documents/2022-09/fy_2022_epa_general_terms_and_conditions_effective_october_1_2022_or_later.pdf
4. Will comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156 as well as the U.S Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training (Federal Register 50(97):20864-20865. May 20, 1985).
5. Will comply with the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193).
6. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763).
7. Will comply with the Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646).
8. Will comply with the Hatch Act (5 U.S.C. 1501-1508 and 7321-7328).
9. Will comply with the Davis Bacon Act (40 U.S.C 276a to 276a-7), The Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Safety Standards Act (40 U.S.C 327-333).
10. Will comply with the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514, 11738, 11990, 1198.

- 11.** Will comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq); conformity of Federal actions to State (Clear Air) Implementation Plans under section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq); protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and protection of endangered species under the Endangered Species Act of 1973 as amended, (P.L. 93-205).
- 12.** Will comply with the Wild Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.).
- 13.** Will comply with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)
- 14.** Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities.
- 15.** Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.).

Byrd Anti-Lobbying Amendment Compliance and Certification Form

The following certification regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352.

1. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.
2. Authorized Official of Subrecipient, on behalf of Subrecipient, hereby certifies to the best of his or her knowledge and belief that:
 - a) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal Agreement, grant, loan, or cooperative agreement.
 - b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, Authorized Official of Subrecipient shall complete and submit, along with the execution of this Agreement, OMB standard form LLL, Disclosure of Lobbying Activities, to County; and
 - c) Authorized Official of Subrecipient will include the language of this Certification in all agreements with its subrecipients, contractors, consultants, and agents who are paid from funds provided under this Agreement or act in furtherance of this Agreement, as applicable in accordance with relevant federal law and regulations as may be amended and supplemented.
3. This certification is a material representation of fact upon which reliance is placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 31 U.S.C. 1352. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signature of Subrecipient's Authorized Official

Sarah Moorehead

Name of Subrecipient's Authorized Official

Date

EXHIBIT F – SUBAWARD INFORMATION

Subrecipient Name:	Thurston Conservation District
Subrecipient Unique Identifier (SAM):	ZLQHKM7CHCF3
Federal Award Identification Number (FAIN):	PC-01J89801-1
Federal Award Date:	5/31/2022
Subaward Period of Performance Start and End Date:	1/1/2024 through 1/31/2027
Subaward Budget Period Start and End Date:	1/1/2024 through 1/31/2027
Amount of Federal Funds Obligated:	\$191,000.00
Total Amount of Federal Funds Obligated to Subrecipient (including the current financial obligation):	\$191,000.00
Total Amount of Federal Funds Committed to Subrecipient:	\$191,000.00
Federal Award Project Description:	Provide new round of funding from Shellfish Strategic Initiative 2.0.
Name of Primary Awarding Entity:	United States Environmental Protection Agency
Name of First Pass Through Entity:	Washington State Department of Health
Contact Information for Pierce County:	Tina Basil, Contract & Monitoring Manager, (253) 798-2426, tina.basil@piercecountywa.gov
CFDA Number:	66.123
CFDA Program Title:	Puget Sound Action Agenda: Technical Investigations & Implementation Assistance Program
Research and Development:	No
Indirect Cost Rate:	10%

Certificate Of Completion

Envelope Id: 2DD5F9FB1D624080AE42259F4CA2B269	Status: Sent
Subject: SC-111404: South Sound Shellfish Recovery	
Source Envelope:	
Document Pages: 24	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Karlee Iverson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1102 Broadway
	Ste 101
	Tacoma, WA 98402
	karlee.iverson@piercecountywa.gov
	IP Address: 131.191.110.165

Record Tracking

Status: Original	Holder: Karlee Iverson	Location: DocuSign
10/30/2024 7:06:49 AM	karlee.iverson@piercecountywa.gov	

Signer Events

Signature	Timestamp
Sarah Moorehead smoorehead@thurstoncd.com Executive Director Security Level: Email, Account Authentication (None)	Sent: 10/30/2024 7:12:26 AM Viewed: 10/30/2024 7:48:27 AM
Electronic Record and Signature Disclosure: Accepted: 7/26/2023 9:15:56 AM ID: 17dca6d2-fce0-4d22-8d9c-c12e210bbc78	

Bruce Wagner
ppwdirector@piercecountywa.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 10/25/2024 12:46:58 PM
ID: 38b486ac-4e64-42f9-b253-37dbe01bb95d

Gary Robinson
Gary.Robinson@piercecountywa.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 10/30/2024 7:29:40 AM
ID: 88384392-98e0-4264-b141-5ba1569b7142

Ian Northrip
ian.northrip@piercecountywa.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 10/25/2024 11:27:56 AM
ID: 009d7bd3-b596-4284-a67b-bffffd1cecc8

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

Carbon Copy Events	Status	Timestamp
Ashley Carabelos ashley.carabelos@piercecountywa.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/30/2024 7:12:25 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/30/2024 7:12:26 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact FPM_DocuSign_Procurement:

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

To contact us by email send messages to: curtis.hanson@piercecountywa.gov

To advise FPM_DocuSign_Procurement of your new email address

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

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

To request paper copies from FPM_DocuSign_Procurement

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

To withdraw your consent with FPM_DocuSign_Procurement

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Item

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**WACD and NACD Update for
Thurston Conservation District Meeting, November 19, 2024**

WACD

Area Directors and Officer Elections

- WACD has new Area Directors elected at the area meetings: SW Area Directors Bruce McDonald, Lewis CD and Heather Smith, Grays Harbor CD and in the new NE Area Director is Sara Schlake, Spokane CD
- There are Area Director vacancies in the SC and SE Areas.
- Amy McKay (Whitman CD) announced her candidacy for WACD president and Jeff Schibel (Lincoln CD) for vice-president. Elections for these positions are at the WACD annual meeting

WACD Board of Directors – scheduled for November 18 from 6-8:30 PM. More information [here](#).

WACD 2024 Annual Meeting in Airway Heights (just west of Spokane) – December 2-4 with a Commission meeting on December 5. Information [here](#): schedule, registration, speakers, sponsors, and much more.

Resolutions for Consideration at WACD 2024 Annual Meeting

From our six area meetings, 12 resolutions will be put forward for adoption consideration. Those resolutions are [here](#). Overlap between resolutions may result in them being modified, combined, or otherwise changed.

Resolutions from WACD Area Meetings potentially going to NACD

From area meetings, WACD has [three resolutions](#) up for consideration at WACD to go to NACD:

1. Conservation Reserve Program (CRP) signature requirements (2024-03); (Lincoln).
2. Improving the USDA Forest Service Community Wildfire Defense Grant Scoring Process (2024-06); (Cascadia, Okanogan).
3. The Role of FSA and NRCS in Managing CREP and CRP (2024-09); (Whitman)

NACD

NACD – IS IT WORTH YOUR DUES?

1. Dues are \$775/year. Thurston paid \$775 for FY 2024. North and South Yakima and WACD are platinum members - which means contributing over \$3,000. The Klickitats and Spokane are also significant contributors (Each contributed \$1,800).
2. In 2023 Washington CDs paid \$29,156 in dues and received \$1,172,228 in grants (TA, Urban). For FY 21, 22, and 23 the Return on Investment was \$35.78 for each due's dollar.
3. What you get from NACD for your dues — Advocacy (like making your views known on the Farm Bill), grants, training, resources, templates, job postings, and more.

2025 NACD'S ANNUAL MEETING

The NACD 2025 Annual Meeting is hosted in partnership with the Utah Association of Conservation Districts. The meeting is in Salt Lake City, UT, from February 8-12, 2025. The theme in the Beehive State is "Bee the Change: Reaching New Summits in Conservation!"

[Registration](#) is open and early bird registration ends December 20, 2024. Information on the agenda, speakers, tours, breakout sessions, and hotel is [here](#).

CONSERVATION COFFEES

NACD offers Conservation Coffees as quick, bi-monthly learning sessions about activities and programs, as well as an opportunity to network and learn. [Register here](#) and join Zoom on December 12, 3:00 p.m. ET. NACD's Outreach Subcommittee will share information on Heir's Property, specifically what the term means, why it matters in an agricultural and conservation context, and current efforts by the committee to bring

awareness to the issue. Registration is free and open to anyone interested in joining, and the session will also be recorded and later added to our [Conservation Coffees playlist on YouTube](#).

NEW DIRECTOR OF FINANCE AND OPERATIONS - [Colt Fossum](#) is NACD's new Director of Finance and Operations. Fossum served as NACD Executive and Operations Specialist since October 2022.

Submitted by [Doug Rushton](#), Thurston CD, WACD Board, NACD Board Member

Information current as of November 7, 2024. Some information from conversations with NACD DC staff or excerpted from NACD's *eResource*.

K:\WACD\2024\Annual Meeting - Airway Heights\NACD UPDATE for WSCC and WACD December 2024 Meetings.docx

K:\WSCC\2024\Meetings & Work Sessions\12-5-24 With WACD Annual Mtg\NACD UPDATE for WSCC and WACD December 2024 Meetings.docx

Item

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BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title: TCD Resolution #2024-05: 2025 Election Resolution	
Lead Staff: Kirsten Hill	Board Meeting Date:
Goal of Presentation:	<input checked="" type="checkbox"/> Decision <input type="checkbox"/> Information <input type="checkbox"/> Feedback
Description/Background:	<i>Please provide a description or background of the project.</i>
<p>This resolution sets the election date as March 18, 2025; determines that the election will be a mail-in election; and confirms that Susan Shelton will be the Election Supervisor.</p>	
Pros: We will be complying with state law, RCW Chapter 89.08.	Cons: Approximately \$16,000 in costs for polling officers, ballots, staff time and other costs.
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>	
Approximately \$16,000 in costs for polling officers, ballots, staff time and other costs.	
Recommended Action:	<i>What decision do you recommend the board make?</i>
The recommendation is to approve this resolution.	
Legal Review:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>	
Thurston Conservation District Resolution #2024-05, 2025 District Election	





Thurston Conservation District RESOLUTION

Resolution #2024-05
Subject: 2025 District Election

A RESOLUTION OF THE THURSTON CONSERVATION DISTRICT, ESTABLISHING THE 2025 ELECTION DATE, TIME, LOCATION, AND METHOD

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

WHEREAS, the District is governed by a five-member board, as set out in RCW Chapter 89.08 and WAC Section 135-110,

It is RESOLVED that a mail-in election for an open position on the District Board of Supervisors will be held on Tuesday, March 18, 2025.

The elected position whose term is expiring in May 2025 is currently held by TJ Johnson. The appointed position whose term is expiring in May 2025 is currently held by Betsie DeWreede.

Interested candidates must be registered voters who reside within the boundaries of the District. Candidates may file their candidacy paperwork beginning November 20, 2024 at 10:00 am. The filing deadline for candidates to file their candidate required information is January 20, 2025 at 4:30 pm. Interested candidates must file their required candidate information at the Thurston Conservation District Office or by emailing the Election Supervisor a scanned copy of their candidate paperwork to: sshelton@thurstoncd.com.

Eligible voters are registered voters who reside within the boundaries of the District. The first day that voters may request ballots to be mailed to their mailing address for this election is February 3, 2025 and the last day and time is March 11, 2025 at 4:30 pm by contacting Thurston Conservation District at (360) 754-3588 or ballotrequest@thurstoncd.com. Ballot requests can be made in person March 12 through March 18 during TCD workdays from 8:00am to 4:30pm at the Thurston Conservation District Office. Ballots returned by mail must be postmarked no later than Election Day, March 18, 2025. Ballots returned by other means must be returned no later than 4:30pm on Election Day, March 18, 2025 to the Thurston Conservation District Office.

The election supervisor will be Susan Shelton, Finance and Administration Manager, Thurston Conservation District. Questions or concerns may be sent to sshelton@thurstoncd.com.

A Conservation District supervisor is a public official who serves without compensation and who sets policy and direction for the conservation district.

The published election procedures can be viewed at the District office and the website at www.thurstoncd.com, or from the Washington State Conservation Commission at www.scc.wa.gov.

**ADOPTED AT A REGULAR BOARD MEETING BY THE BOARD OF THE THURSTON
CONSERVATION DISTRICT ON NOVEMBER 19, 2024.**

TJ Johnson, Board Chair

Betsie DeWreede, Vice Chair

David Iyall, Board Member

Doug Rushton, Board Member

Marianne Tompkins, Board Member

Attest:

Sarah Moorehead, Executive Director

Item

7

Proposed 2025 Consolidated Budget



Income	Income \$\$	Expense	Expense \$\$
Unrestricted Budget			
Unrestricted Income		Unrestricted Expenses	
Retail Sales	66,320	Administrative Expenses	
WSCC Implementation	204,491	Administrative Salaries & Benefits	377,006
Rates and Charges	564,110	36-Hour Workweek Leave Accrual Adjustment	8,050
Overhead	379,054	Professional Services	72,684
Cash Surplus	50,000	Facility, Vehicles and Maintenance	165,793
		Supplies	11,400
		Conferences, Training and Travel	32,850
		Insurance and Banking	45,650
		Administrative Expenses Total	713,433
		Program Allocations	
		Local Food Production and Consumption	26,000
		Producer Support & Preservation and Expansion of Working Lands	1,000
		Water Quality & Quantity and Protection & Restoration of Ecosystems	44,157
		Soil Conservation and Health	42,770
		Community Outreach and Engagement	190,875
		Adult and Youth Conservation Education	47,870
		Climate Change Adaptation & Mitigation and Other Strategic Priorities	91,213
		Program Allocations Total	443,884
		Savings	106,658
Unrestricted Income Total	1,263,975	Unrestricted Expenses Total	1,263,975
Restricted Budget			
Restricted Income		Restricted Expenses	
FY22-27 ASRP Riverbend Phase 2	171,283	Salaries & Benefits	1,761,346
SRFB Cozy Valley	2,330	Overhead	357,054
Zangle Cove	5,000	Travel	35,465
ASRP Oregon Spotted Frog (OSF)	9,400	Goods & Services	341,958
Lower Eld Bulkhead Removal	108,150	Construction & Restoration Work	329,395
South Sound Outreach (HSIL)	26,700	Cost Share	572,478
Puget Sound Riparian Restoration	43,750	Contractual	78,242
FY23-25 Livestock	6,063		
FY25-27 Livestock	6,625		
Early Action Reaches (EAR)	86,295		
FY23-25 Flood (FL) Chehalis Project	29,991		
FY25-27 Flood (FL) Chehalis Project	52,407		
FY23-25 Shellfish Cost Share	104,038		
FY25-27 Shellfish Cost Share	112,400		
FY24-25 CREP	42,850		
FY25-26 CREP	28,750		
FY23-25 NRI Cost Share	10,125		
FY25-27 NRI Cost Share	16,445		
FY24-25 Engineering	26,575		
FY25-26 Engineering	17,400		
FY24-25 Salmon Recovery Funding	127,881		
FY25-27 Salmon Recovery Funding	TBD		
FY24-25 Sustainable Farms and Fields	34,742		

	Income	Income \$\$	Expense	Expense \$\$
51	FY25-26 Sustainable Farms and Fields	TBD		
52	FY24-25 Forest Health and Community	189,350		
53	FY23-25 Irrigation Grant	22,982		
54	FY23-25 Regional Implementation Team	14,400		
55	FY25-27 Regional Implementation Team	28,825		
56	Community Engagement Plan (CEP)	10,775		
57	FY24-25 Riparian Grant Program (RGP)	486,125		
58	FY24-25 Sustainable Farms and Fields	55,401		
59	FY25-27 Sustainable Farms and Fields	55,169		
60	South Sound Outreach (HSIL) Capacity	90,200		
61	Ecology Elwanger Project	107,294		
62	NACD Forestry TA	TBD		
63	FY23-25 ESRP Shore Friendly Phase 3	132,092		
64	FY25-27 ESRP Shore Friendly	120,527		
65	2025 Olympia Urban Farmland	51,800		
66	GRuB Beginning Farmer Development	5,141		
67	FY24-25 NACD Bucoda Community Farm	51,870		
68	One Tree Planted	TBD		
69	WCRRI Prairie Habitat Enhancement	49,825		
70	WFC Meyer Phase 2	4,444		
71	DOH Eld Inlet Manure Management and TA	99,759		
72	FY23-25 Pierce County Shellfish NTA	65,503		
73	Farm Plan Catalog	6,250		
74	NACD SLP	158,448		
75	WSU REPI	61,864		
76	FY23-25 VSP	57,263		
77	FY23-25 VSP Cost Share	220,863		
78	FY25-27 VSP	10,213		
79	FY25-27 VSP Cost Share	TBD		
80	FY24-26 Thurston County Working Lands	4,885		
81	Frogs on Farm	60,800		
82	USFWS Restoring South Sound Prairies	54,715		
83	Interlocal 2024	64,160		
84	FY24 ESD 113 Climate Education	6,000		
85	McLane Salmon Trail	5,000		
86	FY23-25 Outdoor Learning	13,800		
87	Inspire Olympia	21,000		
88	NOAA B-WET	5,000		
89	Dawkins 2023	12,500		
90	Community Foundation	2,500		
91	Restricted Income Total	3,475,938	Restricted Expense Total	3,475,938
92				
93	Income Total	4,739,913	Expense Total	4,739,913
94	Budget Surplus	0	Administrative Expense to Total-Budget Ratio	15%

Proposed 2025 Unrestricted Budget



Account Name	2024 Mid-Year Revised Budget	2025 Budget	Difference
<input type="checkbox"/> Income	1,172,652	1,213,975	41,323
<input type="checkbox"/> Retail Sales	73,543	66,320	-7,223
<input type="checkbox"/> Food Production and Consumption	2,111	2,300	189
Poultry Equipment & Tool Rentals	2,111	2,300	189
<input type="checkbox"/> Soil Conservation and Health	10,263	9,920	-343
Soil Testing	8,000	8,600	600
Nutrient Spreader Rentals	763	820	57
No-Till Drill Rentals	1,500	500	-1,000
<input type="checkbox"/> Community Outreach and Education	52,247	53,100	853
Plant Sales	51,647	53,000	1,353
TCD Swag Shop	600	100	-500
<input type="checkbox"/> Water Quality & Quantity and Protection & Restoration of Ecosystems	7,159	0	-7,159
Partner Fee for Service - Restoration Crew	7,159	0	-7,159
<input type="checkbox"/> Other Income	1,763	1,000	-763
Contributions Private	706	0	-706
Interest Income	875	1,000	125
Miscellaneous Income	182	0	-182
<input type="checkbox"/> Grant Revenue	204,491	204,491	0
State Grants	204,491	204,491	0
Rates and Charges	562,182	564,110	1,928
<input type="checkbox"/> Overhead	332,436	379,054	46,618
Overhead Allocation	312,436	357,054	44,618
Vehicle Allocation	20,000	22,000	2,000
2024 Carry Overs	17,804	50,000	32,196
<input type="checkbox"/> Program Allocation	461,464	443,884	-17,580
<input type="checkbox"/> Local Food Production and Consumption	17,600	26,000	8,400
Poultry Equipment Rentals	17,600	26,000	8,400
<input type="checkbox"/> Producer Support & Preservation and Expansion of Working Lands	1,000	1,000	0
Working Lands Preservation Initiative	1,000	1,000	0
<input type="checkbox"/> Water Quality & Quantity and Protection & Restoration of Ecosystems	7,159	44,157	36,998
Restoration Crew & Equipment (T050)	7,159	0	-7,159
Conservation TA 1	0	44,157	44,157
<input type="checkbox"/> Soil Conservation and Health	40,227	42,770	2,543
Soil Health Testing	29,455	32,000	2,545
Nutrient Spreader Rentals	8,772	5,770	-3,002
No-Till Drill Rentals	2,000	5,000	3,000
<input type="checkbox"/> Community Outreach and Engagement	212,239	190,875	-21,364
Conservation & Education Center	77,076	60,000	-17,076
District Communications	61,875	61,875	0
Plant Sale	57,805	54,000	-3,805
Elections	15,483	15,000	-483
<input type="checkbox"/> Adult and Youth Conservation Education	47,870	47,870	0
South Sound Green	41,670	41,670	0
Teens in Thurston Volunteer Program	2,200	2,200	0
Envirothon	4,000	4,000	0
<input type="checkbox"/> Climate Change Adaptation & Mitigation and Other Strategic Plan Priorities	135,369	91,213	-44,157

	Account Name	2024 Mid-Year Revised Budget	2025 Budget	Difference
47	Conservation TA 2	88,313	44,157	-44,157
48	Investing in Future Conservation	47,056	47,056	0
49	<input type="checkbox"/> Administrative Expenses	698,992	713,433	14,441
50	Administrative Salaries & Benefits	326,650	377,006	50,356
51	36-Hour Leave Accrual Adjustment	0	8,050	8,050
52	<input type="checkbox"/> Professional Services	94,243	72,684	-21,559
53	Legal Services	31,416	24,000	-7,416
54	Audit & Accounting	18,127	9,940	-8,187
55	Computer Services	39,700	35,744	-3,956
56	Professional Services	5,000	3,000	-2,000
57	<input type="checkbox"/> Facility, Vehicles and Maintenance	198,771	165,793	-32,978
58	Janitorial Services	7,800	9,100	1,300
59	Office Rent	101,064	101,124	60
60	Utilities	5,000	5,785	785
61	Equipment Leases	3,611	3,920	309
62	Vehicle Leases	6,166	7,000	834
63	Office Move	18,992	0	-18,992
64	Tenant Improvements	19,164	0	-19,164
65	Communications	14,635	16,152	1,517
66	Photocopier Usage	1,031	1,000	-31
67	Vehicle Repairs & Maintenance	4,098	5,000	902
68	Computer Hardware Purchases	3,000	3,000	0
69	Computer Software	9,730	11,612	1,882
70	Equipment & Office Furniture	4,480	2,100	-2,380
71	<input type="checkbox"/> Supplies	10,799	11,400	601
72	Office Supplies	4,450	5,000	550
73	Postage & Shipping	300	300	0
74	Organizational Dues	5,949	6,000	51
75	Licenses & Permits	100	100	0
76	<input type="checkbox"/> Conferences, Training and Travel	33,379	32,850	-529
77	Staff Conference & Training	16,629	16,100	-529
78	Board Conference and Training Fees	3,500	3,250	-250
79	Board Meeting Snacks	750	1,000	250
80	Staff Travel	10,000	10,000	0
81	Board Travel	2,500	2,500	0
82	<input type="checkbox"/> Insurance and Banking	35,150	45,650	10,500
83	Bank Fees & Interest Charges	650	650	0
84	Liability Insurance Premiums	34,500	45,000	10,500
85	Late Fees & Penalties	0	0	0
86	<input type="checkbox"/> Savings	30,000	106,658	76,658
87	Reserve Fund	25,000	56,658	31,658
88	Conservation Education Center Savings Plan	5,000	50,000	45,000
89	Net Income (Surplus or Deficit)	-0	-0	0

Proposed 2025 Restricted Budget



Grant Code	Primary Column	2025 Budget	Salaries & Benefits	Overhead	Travel	Goods & Services	Constructions & Restoration Work	Cost Share	Contractual
1	Restricted Budget Totals	3,475,938	1,761,346	357,054	35,465	341,958	329,395	572,478	78,242
2	R050 FY22-27 ASRP Riverbend Phase 2	171,283	135,666	33,917	1,700	0	0	0	0
3	R060 SRFB Cozy Valley	2,330	2,000	200	130	0	0	0	0
4	R070 Zangle Cove	5,000	5,000	0	0	0	0	0	0
5	R080 ASRP Oregon Spotted Frog (OSF) Outreach	9,400	0	0	0	9,400	0	0	0
6	R090 Lower Eld Bulkhead Removal	108,150	1,500	0	50	7,600	99,000	0	0
7	R100 South Sound Outreach (HSIL)	26,700	10,000	1,000	150	2,500	13,050	0	0
8	R-New Puget Sound Riparian Restoration	43,750	35,000	8,750	TBD	TBD	TBD	TBD	TBD
9	W025 FY23-25 Livestock	6,063	4,550	1,138	125	250	0	0	0
10	W025 FY25-27 Livestock	6,625	5,000	1,250	125	250	0	0	0
11	W030 Early Action Reaches (EAR) Skookumchuck Project	86,295	30,000	7,500	1,000	1,000	46,795	0	0
12	W050 FY23-25 Flood (FL) Chehalis Project	29,991	21,900	5,475	2,256	360	0	0	0
13	W050 FY25-27 Flood (FL) Chehalis Project	52,407	40,600	10,150	972	685	0	0	0
14	W060 FY23-25 Shellfish Cost Share	104,038	3,150	788	100	0	0	100,000	0
15	W060 FY25-27 Shellfish Cost Share	112,400	9,840	2,460	100	0	0	100,000	0
16	W070 FY24-25 CREP	42,850	32,100	8,025	325	1,500	0	900	0
17	W070 FY25-26 CREP	28,750	20,820	5,205	325	1,500	0	900	0
18	W080 FY23-25 NRI Cost Share	10,125	3,700	925	500	0	0	5,000	0
19	W080 FY25-27 NRI Cost Share	16,445	7,000	1,750	500	2,195	5,000	0	0
20	W100 FY24-25 Engineering	26,575	21,260	5,315	0	0	0	0	0
21	W100 FY25-26 Engineering	17,400	13,920	3,480	0	0	0	0	0
22	W110 FY24-25 Salmon Recovery Funding	127,881	61,550	15,388	2,200	6,843	41,900	0	0
23	W110 FY25-27 Salmon Recovery Funding	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
24	W120 FY24-25 Sustainable Farms and Fields	34,742	18,000	4,500	600	0	1,200	0	10,442
25	W120 FY25-26 Sustainable Farms and Fields	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
26	W130 FY24-25 Forest Health and Community Wildfire Resiliency	189,350	63,000	15,750	600	100,000	0	0	10,000
27	W140 FY23-25 Irrigation Grant	22,982	15,220	3,805	200	3,757	0	0	0
28	W150 FY23-25 Regional Implementation Team (RIT)	14,400	10,960	2,740	200	500	0	0	0
29	W150 FY25-27 Regional Implementation Team (RIT)	28,825	22,500	5,625	200	500	0	0	0
30	W160 Community Engagement Plan (CEP)	10,775	6,780	1,695	0	500	0	0	1,800
31	W170 FY24-25 Riparian Grant Program (RGP)	486,125	258,540	64,635	11,200	34,150	117,600	0	0
32	W180 FY24-25 Sustainable Farms and Fields CCA	55,401	1,050	263	50	0	0	54,038	0
33	W180 FY25-27 Sustainable Farms and Fields CCA	55,169	4,055	1,014	100	0	0	50,000	0
34	M-New South Sound Outreach (HSIL) Capacity	90,200	82,000	8,200	TBD	TBD	TBD	TBD	TBD
35	M-New Ecology Elwanger Project	107,294	85,835	21,459	TBD	TBD	TBD	TBD	TBD
36	M-New NACD Forestry TA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
37	M035 FY23-25 ESRP Shore Friendly Phase 3	132,092	105,643	10,564	350	15,535	0	0	0
38	M035 FY25-27 ESRP Shore Friendly	120,527	74,460	7,446	993	32,778	4,850	0	0
39	M065 2025 Olympia Urban Farmland	51,800	23,000	5,750	100	3,950	0	0	19,000
40	M066 GRuB Beginning Farmer Development	5,141	4,580	458	103	0	0	0	0

Grant Code	Primary Column	2025 Budget	Salaries & Benefits	Overhead	Travel	Goods & Services	Constructions & Restoration Work	Cost Share	Contractual
41 M077	FY24-25 NACD Bucoda Community Farm	51,870	34,500	3,450	920	13,000	0	0	0
42 M085	One Tree Planted	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
43 M095	WCRRRI Prairie Habitat Enhancement	49,825	34,780	8,695	200	6,150	0	0	0
44 M100	WFC Meyer Phase 2	4,444	3,444	0	1,000	0	TBD	TBD	TBD
45 M500	DOH Eld Inlet Manure Management and TA Program	99,759	68,630	17,158	144	13,827	0	0	0
46 M600	FY23-25 Pierce County Shellfish NTA	65,503	57,930	5,793	225	1,555	0	0	0
47 M800	Farm Plan Catalog	6,250	5,000	1,250	0	0	0	0	0
48 SLP075	NACD SLP	158,448	83,398	20,850	3,000	14,200	0	0	37,000
49 SLP076	WSU REPI	61,864	56,240	5,624	TBD	TBD	TBD	TBD	TBD
50 TC400	FY23-25 VSP	57,263	43,790	10,948	737	1,788	0	0	0
51 TC450	FY23-25 VSP Cost Share	220,863	42,050	10,513	300	0	0	168,000	0
52 TC400	FY25-27 VSP	10,213	5,650	1,413	600	2,550	0	0	0
53 TC450	FY25-27 VSP Cost Share	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
54 TC500	FY24-26 Thurston County Working Lands Outreach	4,885	3,480	870	85	450	0	0	0
55 US80	Frogs on Farm	60,800	0	0	0	0	0	60,800	0
56 US90	USFWS Restoring South Sound Prairies	54,715	1,275	0	0	20,600	0	32,840	0
57 G019-SS	Interlocal 2024	64,160	46,000	0	1,000	17,160	0	0	0
58 G019.104	FY24 ESD 113 Climate Education	6,000	3,000	750	150	2,100	0	0	0
59 G019.107	McLane Salmon Trail	5,000	2,500	625	100	1,775	0	0	0
60 G019.109	FY23-25 Outdoor Learning	13,800	8,000	0	500	5,300	0	0	0
61 G019.130	Inspire Olympia	21,000	10,000	2,500	250	8,250	0	0	0
62 G019.106	NOAA B-WET	5,000	3,500	0	500	1,000	0	0	0
63 G019.28	Dawkins 2023	12,500	7,000	0	500	5,000	0	0	0
64 G019.29	Community Foundation	2,500	1,000	0	0	1,500	0	0	0

**Thurston Conservation District
2024 Audit Exit Recommendations**



	Exit Item	Responsible for Correction	Date Informed about Issue	Correction	Correction Date
1.	The District did not include the prevailing wage clause in the public works contract that was awarded during the audit period, as required by state law (RCW 39.12).	Staff who negotiate public works contracts; TCD Legal Counsel	11/07/2024		
2.	The District did not make available a list of the contracts awarded under the small work process during the audit period as required by state law (RCW 39.04.200)	Finance & Amin Manager	09/20/2024	Added the Awarded Contracts Report to TCD's website: Open Requests for Proposals and Awarded Contracts – Thurston Conservation District	09/20/2024
3.	Seven instances where the length of the District's executive session was less than the estimated time documented in the minutes.	Board Chair	10/29/2024		
4.	The District did not document the time when the regular meeting reconvened.	Board Chair, Admin Assistant	10/29/2024		
5.	The District did not have adequate internal controls to ensure accurate financial reporting on the Schedule of Expenditure of Federal Awards (SEFA).	Finance & Amin Manager	July 2024	TCD has implemented adequate internal controls to ensure accurate financial reporting of federal funding.	July 2024
6.	The District does not have an Electronic Funds Transfers policy that addresses BARS Manual 3.8.11 requirements.	Finance & Amin Manager	12/31/2020	Board approved TCD EFT policy.	08/27/2024



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

December 17, 2024, 5:00 pm - 8:20 pm

Zoom Meeting Link:

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

Passcode: 2918

Meeting ID: 916 5857 7844

Call in: 1-253-215-8782

Work Session Topic List

5:00 pm – 6:00 pm

1. Topic List Review, *All*
2. Harvest Festival Debrief: *Kiana Sinner*
3. Community Partner Presentation: TBD
4. Riverbend Ranch Project 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)*

Board Meeting

6:30 pm – 8:20 pm

- | | |
|--|------------------------------------|
| 1. Welcome, Introductions, Audio Recording Announcement | 6:30 PM
<i>5 minutes</i> |
| 2. Agenda Review | 6:35 PM
<i>5 minutes</i> |
| 3. Consent Agenda – Action Item | 6:40 PM |
| A. November 19, 2024, Board Work Session & Meeting Minutes | <i>5 minutes</i> |
| B. November Financial Report | |
| C. | |
| 4. Public Comment | 6:45 PM |
| *Three minutes per person | <i>10 minutes</i> |
| 5. Partner Reports (if present) | 6:55 PM |
| A. Natural Resources Conservation Service, (NRCS) <i>DaShell Burnham</i> | <i>15 Minutes</i> |
| B. Washington State Conservation Commission (WSCC), <i>Josh Giuntoli</i> | |

- C. Washington Association of Conservation Districts (WACD), *Doug Rushton*
- D. National Association of Conservation Districts (NACD), *Doug Rushton*

- | | |
|---|-------------------------------------|
| 6. Blank, All - Action Item | 7:10 PM
<i>10 minutes</i> |
| 7. Governance, All – Action Item | 7:20 PM
<i>10 minutes</i> |
| A. Blank | |
| B. January 28, 2025 Work Session Topic List & Meeting Agenda Development | |
| 8. Executive Session: To Consider the selection of a site or the acquisition of real estate | 7:30 PM
<i>20 minutes</i> |
| <i>RCW 42.30.110 (1b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.</i> | |
| 9. Executive Session Report Out – Action Item | 7:50 PM
<i>5 minutes</i> |
| 10. Closed Session: To Discuss Collective Bargaining Negotiations | 7:55 PM
<i>20 minutes</i> |
| <i>RCW 42.30.140(4)(a) Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.</i> | |
| 11. Closed Session Report Out – Action Item | 8:15 PM
<i>5 minutes</i> |
| Adjourn | 8:20 PM |

Informational Only Items:

- I. *Executive Director’s Report*

Important Future Dates

December 2024

TCD office closed, Christmas Day	Dec 25
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January 2025

TCD office closed, New Years Day	Jan 1
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TCD office closed, Martin Luther King, Jr., Day	Jan 20
TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom)	Jan 28

February 2025

NACD Annual Meeting, Salt Lake City	Feb 8-12
TCD office closed Presidents Day	Feb 17
TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom)	Feb 25

March 2025

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

Executive Director Report November 19, 2024

The Executive Directors Report will be emailed separately.