



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

December 17, 2024, 5:00 pm - 8:30 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 – 5:30pm

1. Topic List Review, *All*
2. WACD Conference Debrief, *All*
3. NACD Attendance, *All*
4. TCD Policy 6.7 Cash, Reserves, and Investments Amended, *Sarah Moorehead*
5. Riverbend Ranch Project Update, *Sarah Moorehead*
6. Conservation and Education Center (CEC) Development, *All*
7. Important Updates & Announcements
 - a. Board of Supervisors, *All*
 - b. Executive Director, *Sarah Moorehead (Executive Director)*

Board Meeting

6:00 pm – 8:30 pm

- | | |
|--|------------------------------------|
| 1. Welcome, Introductions, Audio Recording Announcement | 6:00 PM
<i>5 minutes</i> |
| 2. Agenda Review | 6:05 PM
<i>5 minutes</i> |
| 3. Consent Agenda – Action Item | 6:10 PM
<i>5 minutes</i> |
| A. November 19, 2024, Board Work Session & Meeting Minutes | |
| B. November Financial Report | |
| C. Wild Fish Conservancy Vendor Agreement | |
| D. Olympia Ecosystems Vendor Agreement | |
| E. Ecology (DOE) Elwanger Water Quality Funding Agreement | |
| F. NACD JBLM Sentinel Landscape Amendment Funding Agreement | |
| G. TCD Policy 6.7 Cash, Reserves, and Investments Amended | |
| 4. Public Comment | 6:15 PM |

*Three minutes per person

10 minutes

5. Partner Reports (if present)

6:25 PM

A. Natural Resources Conservation Service, (NRCS) *DaShell Burnham*

15 minutes

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

C. Washington Association of Conservation Districts (WACD), *Doug Rushton*

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

6. TCD Resolution #2024-06: Public Disclosure Index, All - Action Item

6:40 PM

10 minutes

7. Governance, All – Action Item

6:50 PM

A. 2025 TCD Budget Approval

15 minutes

B. January 28, 2025 Work Session Topic List & Meeting Agenda Development

8. Closed Session: To Discuss Collective Bargaining Negotiations

7:05 PM

RCW 42.30.140(4)(a) Collective bargaining sessions with employee

20 minutes

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.

9. Closed Session Report Out: Collective Bargaining Agreement (CBA) – Action Item

7:25 PM

5 minutes

10. Executive Session: To Consider the selection of a site or the acquisition of real estate

7:30 PM

RCW 42.30.110 (1b) To consider the selection of a site or the acquisition of

20 minutes

real estate by lease or purchase when public knowledge regarding such

consideration would cause a likelihood of increased price.

11. Executive Session Report Out – Action Item

7:50 PM

5 minutes

12. Executive Session for Performance of Executive Director

7:55 PM

RCW 42.30.110 (g) To evaluate the qualifications of an applicant for public

30 minutes

employment or to review the performance of a public employee.

13. Executive Session Report Out – Action Item

8:25 PM

5 minutes

Adjourn

8:30 PM

Informational Only Items:

- I. *Executive Director's Report*
- II. *Ecology (DOE) SW Region Nonpoint December Newsletter*

Important Future Dates

December 2024

TCD office closed, Christmas Day Dec 25

January 2025

TCD office closed, New Years Day Jan 1

WSCC Meeting, San Juan Island CD Virtual Tour, Lacey Jan 16

TCD office closed, Martin Luther King, Jr., Day Jan 20

TCD Board & Staff Winter Gathering, venue TBD Jan 23

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

Native Plant Festival & Sale, Thurston County Fairgrounds March 1

TCD Board of Supervisors Election March 18

Billy Frank Jr. Annual Celebration, Timberline High School March 19

WSCC Meeting, Grays Harbor CD, Aberdeen or Elma March 19-20

Student Green Congress, The Evergreen State College March 20

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

Item

3



Thurston Conservation District Consent Agenda Decision Sheet December 17, 2024 Board Meeting

- A. November 19, 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. November Financial Report
 - a. Proposed action: accept without amendment and approve.
 - b. Action was taken:
 - Passed
 - Moved for discussion during meeting
 - Tabled to a future meeting

- C. Wild Fish Conservancy Vendor Agreement
 - a. Proposed action: accept without amendment and approve.
 - b. Action was taken:
 - Passed
 - Moved for discussion during meeting
 - Tabled to a future meeting

- D. Olympia Ecosystems Vendor Agreement
 - a. Proposed action: accept without amendment and approve.
 - b. Action was taken:
 - Passed
 - Moved for discussion during meeting
 - Tabled to a future meeting

- E. Ecology (DOE) Elwanger Water Quality 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

- F. NACD JBLM Sentinel Landscape Amendment 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

- G. TCD Policy 6.7 Cash, Reserves, and Investments Amended
 - 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
December 17, 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

November 19, 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. – 6:05 p.m.



Present at Work Session:

TJ Johnson, TCD Board Chair

Betsie DeWreede, TCD Board Vice Chair

Doug Rushton, TCD Board Supervisor

David Iyall, TCD Board Supervisor

Marianne TCD Tompkins, Board Supervisor

Sarah Moorehead, TCD Executive Director

Sophia Barashkoff, TCD Staff

Stephanie Bishop, TCD Staff

Ben Cushman, TCD Legal Counsel

Craig Nelson, Okanogan Conservation

District Executive Director

- 1 **1.** Topic List Review, *All*
- 2 **2.** Staff Presentation: TCD Climate Report, *Stephanie Bishop*
- 3 **3.** WACD Annual Meeting Business: White Papers & Resolutions, *All*
- 4 **4.** Riverbend Ranch Project Update, *Sarah Moorehead*
- 5 **5.** Conservation and Education Center (CEC) Development, *All*
- 6 **6.** Public Disclosure Index Resolution, *All*
- 7 **7.** Important Updates & Announcements
- 8 a. Board of Supervisors, *All*
- 9 b. Executive Director, *Sarah Moorehead*

Respectfully,

TJ Johnson, TCD Board Chair

Thurston Conservation District Board of Supervisors

Regular Board Meeting Minutes

November 19, 2024

Hybrid: In-Person and Virtual on Zoom

Originally Scheduled: 6:30 p.m. – 8:50 p.m.

Actual Meeting Time: 6:30 pm – 8:26 p.m.



Present at Meeting:

TJ Johnson, TCD Board Chair

Betsie DeWreede, TCD Board Vice Chair

Dave Iyall, TCD Board Supervisor

Doug Rushton, TCD Board Supervisor

Marianne Tompkins, TCD Board Supervisor

Sarah Moorehead, TCD Executive Director

Sophia Barashkoff, TCD Staff

Ben Cushman, TCD Legal Counsel

Craig Nelson, Okanogan Conservation

District Executive Director

Josh Giuntoli, Washington State

Conservation Commission (WSCC)

Summary of Action Items

- 1 • **None.**

Summary of Motions Passed

- 2
- 3 *Supervisor DeWreede moved to approve the amended Agenda. Supervisor Iyall seconded.*
- 4 *Motion passed unanimously, (5-0).*
- 5 *Supervisor Rushton moved to approve the Consent Agenda. Supervisor Tompkins seconded.*
- 6 *Motion passed unanimously, (5-0).*
- 7 *Supervisor DeWreede moved to approve the TCD 2025 Election Resolution. Supervisor*
- 8 *Rushton seconded. Motion passed unanimously, (5-0).*
- 9 *Supervisor Tompkins moved to adjourn the November 19, 2024 TCD Board Meeting.*
- 10 *Supervisor Iyall seconded. Motion passed unanimously, (5-0).*

Full Version of the Minutes

11 Welcome & Introductions

12 At 6:30 p.m., TCD Board Chair TJ Johnson called the November 19, 2024 Regular Board Meeting

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

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

15 announced that the meeting was being video recorded. TCD Supervisors Johnson, DeWreede,

16 Rushton, Iyall and Tompkins and Executive Director Moorehead attended the meeting in person

17 at the TCD office.

18 **Agenda Review**

19 Board Chair Johnson proposed amending the agenda by changing the length of the Closed
20 Session from 30 minutes to 20.

21 ***Supervisor DeWreede moved to approve the amended Agenda. Supervisor Iyall seconded.***
22 ***Motion passed unanimously, (5-0).***

23 **Consent Agenda**

- 24 A. October 22, 2024, Board Work Session & Meeting Minutes
25 B. Pierce County Shellfish NTA Funding Agreement

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

28 **Public Comment**

29 No public members made comments.

30 **Partner Reports**

- 31 A. National Resources Conservation Service (NRCS) Update, DaShell Burnham
32 • Ms. Burnham was not present.
33 B. Washington State Conservation Commission (WSCC) Update, Josh Giuntoli
34 • Mr. Giuntoli gave an update.
35 • The Commission hired Mike Poteet as the coordinator of the Voluntary
36 Stewardship Program (VSP).
37 C. Washington Association of Conservation Districts (WACD) Update, TCD Supervisor Doug
38 Rushton.
39 • Supervisor Rushton gave an update.
40 • A written update was provided to the board.
41 D. National Association of Conservation Districts (NACD) Update, TCD Supervisor and NACD
42 Board Member Rushton
43 • Supervisor Rushton gave an update.
44 • A written update was provided to the board.

45 **TCD 2025 Election Resolution**

46 ***Supervisor DeWreede moved to approve the TCD 2025 Election Resolution. Supervisor***
47 ***Rushton seconded. Motion passed unanimously, (5-0).***

48 **Governance**

- 49 A. TCD 2025 Budget Review
50 • As part of the 2025 Restricted (grant funded) Budget development, staff
51 completed a federal funding risk analysis. TCD receives direct and indirect
52 federal funding from the Environmental Protection Agency (EPA), Department of

- 53 Commerce (DOC), Department of Agriculture (DOA), Department of Defense
54 (DOD), and the Department of Interior (DOI).
- 55 • TCD will receive 27% of its 2025 Restricted Budget from direct or indirect federal
56 funding. Of TCD's federal funding, 12% comes directly from federal agencies and
57 88% comes indirectly from federal agencies through state agencies and non-
58 profit organizations. At this point, staff consider indirect federal funds from
59 established state programs to be at lower risk than direct federal funds.
 - 60 • Of TCD's federal funding, 64% is already contracted and 36% has been awarded
61 by not yet contracted. At this point, staff consider contracted funds to be at
62 lower risk than awarded but not contracted federal funds.

63 B. TCD FY2021-23 Audit Report & Exit Conference

64 C. December 17, 2024 Work Session Topic List & Meeting Agenda Development

65 **Work Session**

- 66 • Topic List Review, *All*
- 67 • Staff Presentation: Harvest Festival & Bulb Sale Debrief, *Kiana Sinner*
- 68 • Community Partner Presentation: TBD
- 69 • WACD Conference Debrief, *All*
- 70 • NACD Attendance, *All*
- 71 • Riverbend Ranch Project Update, *Sarah Moorehead*
- 72 • Conservation & Education Center (CEC) Development, *All*
- 73 • Important Updates & Announcements
 - 74 ○ Board of Supervisors, *All*
 - 75 ○ Executive Director, *Sarah Moorehead*

76 **Board Meeting Agenda**

- 77 • Welcome, Introductions, Audio Recording Announcement
- 78 • Agenda Review
- 79 • Consent Agenda
 - 80 ○ November 19, 2024 Board Work Session & Meeting Minutes
 - 81 ○ November 2024 Financial Report
- 82 • Public Comment
- 83 • Partner Reports (if present)
 - 84 ○ National Resources Conservation Service
 - 85 ○ Washington State Conservation Commission
 - 86 ○ Washington Association of Conservation Districts
 - 87 ○ National Association of Conservation Districts
- 88 • TCD Resolution #2025-06: Public Disclosure Index Resolution
- 89 • Governance, *All*
 - 90 ○ 2025 Budget Approval, Action Item
 - 91 ○ January 28, 2025 Work Session Topic List & Meeting Agenda Development

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- **Closed Session:** to discuss 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.
 - Collective Bargaining Agreement, Action Item
 - **Executive Session:** 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.
 - **Executive Session:** to review the performance of the Executive Director. To Evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

107 **Executive Session: To Review the Performance of the Executive Director**

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

110 The Executive Session opened at 7:40 pm to last no more than 20 minutes and concluded at
111 8:00 pm. In attendance: TCD Board Members Johnson, DeWreede, Rushton, Iyall, and
112 Tompkins.

113 **Executive Session Report Out**

114 No action was taken.

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

116 *RCW 42.30.140 (4)(a) Collective bargaining sessions with employee organizations, including*
117 *contract negotiations, grievance meetings, and discussions relating to the interpretation or*
118 *application of a labor agreement; or (b) that portion of a meeting during which the governing*
119 *body is planning or adopting the strategy or position to be taken by the governing body during*
120 *the course of any collective bargaining, professional negotiations, or grievance or mediation*
121 *proceedings, or reviewing the proposals made in the negotiations*
122 *or proceedings while in progress.*

123 The Closed Session opened at 8:02 pm to last no more than 23 minutes and concluded at 8:25
124 p.m. In attendance: TCD Board Members Johnson, DeWreede, Rushton, Iyall, and Tompkins;
125 TCD Legal Counsel Ben Cushman; and Executive Director Moorehead.

126 **Closed Session Report Out**

127 No action was taken.

128 ***Supervisor Tompkins moved to adjourn the November 19, 2024 TCD Board Meeting.***
129 ***Supervisor Iyall seconded. Motion passed unanimously, (5-0).***

130 **Adjourn 8:26 pm**

Respectfully,

TJ Johnson, TCD Board Chair

Thurston Conservation District

November 2024 Financial Notes



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

1. For the first 10 months of the year, TCD is reporting a total income amount of \$7.6M. This is compared to \$3.7M in 2023; \$2.0M in 2022; \$1.7M in 2021; \$1.2M in 2020; and \$0.8M in 2019. As a government agency, we don't measure TCD's income to determine how much money the organization is pulling in. Instead, TCD's income is a measure of the level of benefit TCD is providing for Thurston County's natural resources and habitats. The District has done a lot this year!!!
2. So far this year, TCD has invested \$4.9M directly in on-the-ground restoration and cost share projects.
3. As of October, TCD is reporting a year-to-date net income of -\$108,756. To put this net loss in perspective, that is 1% of TCD's total income.
4. With the autumn Rates & Charges installment, for the month of October, TCD is reporting a net income of \$198,000.

Previous Year P&L Comparison

5. As of October, TCD has increased its *Grant Revenues* by 111% over 2023.
6. As mentioned above, *Total Income* has increased by 94% in 2024 compared to 2023.
7. TCD's *Advertising* expenses have increased by 211% compared to 2023. This is due to some project related outreach – specifically for Oregon Spotted Frog (OSF) conservation.
8. *Licenses and Permits* have increased by 345% over last year. This increase relates to permitting for projects.
9. *Board Conference & Training* and *Board Travel* expenses have increased by 70% compared to 2023. This is due to board members more actively representing TCD at conferences and events. Thank you!!

Unrestricted Budget vs Actual

10. You'll notice that the *Equipment Rental* program line items (line 27, 34, 35) are already over budget or at risk of going over budget. We've noticed that the expenses for these programs, specifically repairs & maintenance expenses, are higher than we thought. We are allowing these programs to go over budget, while making sure the total *Program Allocation* budget stays at or under budget, so that we can collect data about the actual costs of the equipment rental programs for future budgeting efforts.

Thurston Conservation District

Profit & Loss

January through October 2024

12/12/24

Accrual Basis

	Jan - Oct 24
Ordinary Income/Expense	
Income	
3400000 · Charges for Goods and Services	
3451100 · Soil/Water Conservation Service	
3451110 · Soil Testing	6,356.65
3451120 · Nutrient Spreader Rentals	866.07
3451121 · No-Till Drill Rentals	464.41
3451130 · Poultry Equipment & Tool Rentals	2,170.47
3451140 · Plant Sales	42,542.95
3451150 · Partner Fee for Service	51,317.09
Total 3451100 · Soil/Water Conservation Service	103,717.64
3417000 · Sales of Merchandise	
3417010 · TCD Swag Shop	113.46
3417020 · Event Ticket Income	8,187.21
Total 3417000 · Sales of Merchandise	8,300.67
Total 3400000 · Charges for Goods and Services	112,018.31
3300000 · Grant Revenues	6,940,004.22
3600000 · Miscellaneous Revenues	
3691000 · Sale of Surplus	492.00
3699100 · Miscellaneous Other	1,918.56
3685000 · Special Assessments - Service	541,579.12
3670000 · Nongovernmental Contributions	706.16
3610000 · Interest and Other Earnings	1,739.06
3620000 · Rents and Leases	0.00
Total 3600000 · Miscellaneous Revenues	546,434.90
Total Income	7,598,457.43
Gross Profit	7,598,457.43
Expense	
Equipment Allocation	0.00
Vehicle Allocation	0.00
Overhead Allocation	0.00
5531000 · Salaries & Benefits	1,798,810.58
5314000 · Intern Stipends	12,300.00
5314101 · Legal Fees & Services	27,416.26
5314102 · Audit & Accounting	14,177.86
5314103 · Computer Services	32,243.77
5314100 · Professional Services	583,443.30
5314400 · Advertising	3,453.12
5314203 · Printing Services	4,032.99
5314104 · Janitorial Services	6,890.00
5314501 · Office Rent	76,363.00
5314700 · Utilities	5,294.65
5314503 · Equipment Leases	4,812.67
5314504 · Vehicle Leases	5,394.89
5314200 · Communications	12,768.29
5313102 · Photocopier Usage	930.81
5354800 · Repairs & Maintenance	8,250.71
5314505 · Software Licenses	23,298.63
5313101 · Office Supplies	4,679.41
5314202 · Postage & Shipping	1,712.45
5314902 · Organizational Dues	5,038.89
5314307 · Licenses and Permits	5,139.92
5314117 · Soil Testing	4,486.31

Thurston Conservation District
Profit & Loss
 January through October 2024

	Jan - Oct 24
5313401 · Plants for Resale	29,214.33
Project Expenses	52,499.32
5314302 · Staff - Conference & Training	13,785.29
5314306 · Board - Conference & Training	1,490.04
5314300 · Staff - Travel	15,683.98
5314301 · Board Travel	1,108.09
5314108 · Construction & Restoration Work	4,733,562.92
5314109 · Cost Share	117,503.96
5314110 · Bank Fees & Interest Charges	1,016.99
5314600 · Liability Insurance Premiums	28,962.16
5314111 · Late Fees & Penalties	63.00
66300 · Sales Tax Adjustments	277.45
5945360 · Capital Outlays	
5945369 · Tenant Improvements	18,970.61
5945368 · Rental Equipment	14,934.99
5945367 · Restoration Equipment	4,649.82
5945363 · Equipment & Office Furniture	19,294.98
5945364 · Computer Hardware	7,758.98
5945366 · Vehicle Purchases	5,497.80
Total 5945360 · Capital Outlays	71,107.18
Total Expense	7,707,213.22
Net Ordinary Income	-108,755.79
Net Income	-108,755.79

Thurston Conservation District

Profit & Loss

October 2024

12/12/24

Accrual Basis

	<u>TOTAL</u>
Ordinary Income/Expense	
Income	
3400000 · Charges for Goods and Services	
3451100 · Soil/Water Conservation Service	
3451110 · Soil Testing	792.42
3451120 · Nutrient Spreader Rentals	47.89
3451130 · Poultry Equipment & Tool Rentals	229.45
3451140 · Plant Sales	<u>12,627.62</u>
Total 3451100 · Soil/Water Conservation Service	13,697.38
3417000 · Sales of Merchandise	
3417010 · TCD Swag Shop	<u>113.46</u>
Total 3417000 · Sales of Merchandise	113.46
Total 3400000 · Charges for Goods and Services	13,810.84
3300000 · Grant Revenues	367,548.02
3600000 · Miscellaneous Revenues	
3699100 · Miscellaneous Other	1,463.16
3685000 · Special Assessments - Service	204,841.01
3610000 · Interest and Other Earnings	<u>467.69</u>
Total 3600000 · Miscellaneous Revenues	206,771.86
Total Income	<u>588,130.72</u>
Gross Profit	588,130.72
Expense	
Vehicle Allocation	0.00
Overhead Allocation	0.00
5531000 · Salaries & Benefits	187,325.06
5314000 · Intern Stipends	11,300.00
5314101 · Legal Fees & Services	2,000.00
5314102 · Audit & Accounting	996.32
5314103 · Computer Services	2,802.72
5314100 · Professional Services	97,509.77
5314400 · Advertising	256.93
5314203 · Printing Services	182.50
5314104 · Janitorial Services	700.00
5314501 · Office Rent	8,427.00
5314700 · Utilities	174.69
5314503 · Equipment Leases	823.48
5314504 · Vehicle Leases	522.80
5314200 · Communications	213.55
5313102 · Photocopier Usage	184.18
5354800 · Repairs & Maintenance	251.04
5314505 · Software Licenses	689.74
5313101 · Office Supplies	138.24
5314202 · Postage & Shipping	116.56
5314117 · Soil Testing	360.90
5313401 · Plants for Resale	2,311.50
Project Expenses	6,638.85
5314302 · Staff - Conference & Training	172.43
5314306 · Board - Conference & Training	204.00
5314300 · Staff - Travel	1,017.55
5314108 · Construction & Restoration Work	15,342.66
5314109 · Cost Share	43,065.24

Thurston Conservation District
Profit & Loss
October 2024

	<u>TOTAL</u>
5314110 · Bank Fees & Interest Charges	564.37
5314600 · Liability Insurance Premiums	3,496.58
5314111 · Late Fees & Penalties	63.00
66300 · Sales Tax Adjustments	142.69
5945360 · Capital Outlays	
5945363 · Equipment & Office Furniture	45.68
5945364 · Computer Hardware	<u>2,077.25</u>
Total 5945360 · Capital Outlays	<u>2,122.93</u>
Total Expense	<u>390,117.28</u>
Net Ordinary Income	<u>198,013.44</u>
Net Income	<u><u>198,013.44</u></u>

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

	Jan - Oct 24	Jan - Oct 23	\$ Change	% Change
Ordinary Income/Expense				
Income				
3400000 · Charges for Goods and Services				
3451100 · Soil/Water Conservation Service				
3451110 · Soil Testing	6,356.65	5,955.23	401.42	6.7%
3451120 · Nutrient Spreader Rentals	866.07	763.22	102.85	13.5%
3451121 · No-Till Drill Rentals	464.41	299.17	165.24	55.2%
3451130 · Poultry Equipment & Tool Rentals	2,170.47	1,982.77	187.70	9.5%
3451140 · Plant Sales	42,542.95	40,158.96	2,383.99	5.9%
3451150 · Partner Fee for Service	51,317.09	20,869.49	30,447.60	145.9%
Total 3451100 · Soil/Water Conservation Service	103,717.64	70,028.84	33,688.80	48.1%
3417000 · Sales of Merchandise				
3417010 · TCD Swag Shop	113.46	128.77	-15.31	-11.9%
3417020 · Event Ticket Income	8,187.21	0.00	8,187.21	100.0%
Total 3417000 · Sales of Merchandise	8,300.67	128.77	8,171.90	6,346.1%
Total 3400000 · Charges for Goods and Services	112,018.31	70,157.61	41,860.70	59.7%
3300000 · Grant Revenues	6,940,004.22	3,110,131.04	3,829,873.18	123.1%
3600000 · Miscellaneous Revenues				
3691000 · Sale of Surplus	492.00	2,375.00	-1,883.00	-79.3%
3699100 · Miscellaneous Other	1,918.56	0.00	1,918.56	100.0%
3685000 · Special Assessments - Service	541,579.12	536,160.21	5,418.91	1.0%
3670000 · Nongovernmental Contributions	706.16	1,186.00	-479.84	-40.5%
3610000 · Interest and Other Earnings	1,739.06	273.12	1,465.94	536.7%
3620000 · Rents and Leases	0.00	691.02	-691.02	-100.0%
Total 3600000 · Miscellaneous Revenues	546,434.90	540,685.35	5,749.55	1.1%
Total Income	7,598,457.43	3,720,974.00	3,877,483.43	104.2%
Gross Profit	7,598,457.43	3,720,974.00	3,877,483.43	104.2%
Expense				
Equipment Allocation	0.00	0.00	0.00	0.0%
Vehicle Allocation	0.00	0.00	0.00	0.0%
Overhead Allocation	0.00	0.00	0.00	0.0%
5531000 · Salaries & Benefits	1,798,810.58	1,450,395.62	348,414.96	24.0%
5314000 · Intern Stipends	12,300.00	13,740.00	-1,440.00	-10.5%
5314101 · Legal Fees & Services	27,416.26	30,003.25	-2,586.99	-8.6%
5314102 · Audit & Accounting	14,177.86	7,357.75	6,820.11	92.7%
5314103 · Computer Services	32,243.77	22,110.49	10,133.28	45.8%
5314100 · Professional Services	583,443.30	578,957.29	4,486.01	0.8%
5314400 · Advertising	3,453.12	2,437.24	1,015.88	41.7%
5314203 · Printing Services	4,032.99	11,254.78	-7,221.79	-64.2%
5314104 · Janitorial Services	6,890.00	6,600.00	290.00	4.4%
5314501 · Office Rent	76,363.00	43,680.00	32,683.00	74.8%
5314700 · Utilities	5,294.65	6,014.25	-719.60	-12.0%
5314503 · Equipment Leases	4,812.67	4,273.86	538.81	12.6%
5314504 · Vehicle Leases	5,394.89	5,125.27	269.62	5.3%
5314200 · Communications	12,768.29	11,913.61	854.68	7.2%
5313102 · Photocopier Usage	930.81	983.07	-52.26	-5.3%
5354800 · Repairs & Maintenance	8,250.71	9,432.26	-1,181.55	-12.5%
5314505 · Software Licenses	23,298.63	12,917.26	10,381.37	80.4%
5313101 · Office Supplies	4,679.41	3,645.46	1,033.95	28.4%
5314202 · Postage & Shipping	1,712.45	2,910.73	-1,198.28	-41.2%
5314902 · Organizational Dues	5,038.89	6,621.89	-1,583.00	-23.9%
5314307 · Licenses and Permits	5,139.92	1,155.75	3,984.17	344.7%
5314117 · Soil Testing	4,486.31	3,884.34	601.97	15.5%
5313401 · Plants for Resale	29,214.33	39,881.84	-10,667.51	-26.8%
Project Expenses	52,499.32	58,511.06	-6,011.74	-10.3%
5314302 · Staff - Conference & Training	13,785.29	7,025.10	6,760.19	96.2%
5314306 · Board - Conference & Training	1,490.04	554.58	935.46	168.7%
5314300 · Staff - Travel	15,683.98	18,644.54	-2,960.56	-15.9%
5314301 · Board Travel	1,108.09	0.00	1,108.09	100.0%
5314119 · Cultural Resources	0.00	41,153.40	-41,153.40	-100.0%

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12/12/24

Accrual Basis

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

	Jan - Oct 24	Jan - Oct 23	\$ Change	% Change
5314108 · Construction & Restoration Work	4,733,562.92	600,947.82	4,132,615.10	687.7%
5314109 · Cost Share	117,503.96	255,825.70	-138,321.74	-54.1%
5314110 · Bank Fees & Interest Charges	1,016.99	675.22	341.77	50.6%
5314600 · Liability Insurance Premiums	28,962.16	25,893.18	3,068.98	11.9%
5314111 · Late Fees & Penalties	63.00	0.00	63.00	100.0%
66300 · Sales Tax Adjustments	277.45	118.02	159.43	135.1%
5945360 · Capital Outlays				
5945369 · Tenant Improvements	18,970.61	0.00	18,970.61	100.0%
5945368 · Rental Equipment	14,934.99	60,965.26	-46,030.27	-75.5%
5945367 · Restoration Equipment	4,649.82	76,002.12	-71,352.30	-93.9%
5945363 · Equipment & Office Furniture	19,294.98	2,770.58	16,524.40	596.4%
5945364 · Computer Hardware	7,758.98	10,608.50	-2,849.52	-26.9%
5945366 · Vehicle Purchases	5,497.80	81,618.26	-76,120.46	-93.3%
Total 5945360 · Capital Outlays	71,107.18	231,964.72	-160,857.54	-69.4%
Total Expense	7,707,213.22	3,516,609.35	4,190,603.87	119.2%
Net Ordinary Income	-108,755.79	204,364.65	-313,120.44	-153.2%
Net Income	-108,755.79	204,364.65	-313,120.44	-153.2%

Thurston Conservation District

Balance Sheet

As of October 31, 2024

12/12/24

Accrual Basis

	<u>Oct 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
3088010 · Checking-103 Beneficial	611,126.99
3081001 · Checking-7444 Timberland	3,215.29
3088020 · Savings Accounts	
3088021 · Saving-116 Beneficial Reserve	4,165.55
3088022 · Saving-129 Beneficial CEC	114,251.29
Total 3088020 · Savings Accounts	<u>118,416.84</u>
3088030 · Counter Cash	100.00
3088040 · PayPal Account	7,827.39
Total Checking/Savings	<u>740,686.51</u>
Accounts Receivable	497,561.40
Other Current Assets	
3090500 Prepaid Accounts	
3090501 · Prepaid Insurance	35,433.84
3090507 · Security Deposit - Tilley Court	8,427.00
Total 3090500 Prepaid Accounts	<u>43,860.84</u>
3091000 · 309.10.00 Inventory Asset	2,666.56
3092000 · 309.20.00 Cash on Hand	224,831.11
Total Other Current Assets	<u>271,358.51</u>
Total Current Assets	1,509,606.42
Fixed Assets	
3090600 · Tenant Improvements	89,000.00
Total Fixed Assets	<u>89,000.00</u>
TOTAL ASSETS	<u><u>1,598,606.42</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	125,780.53
Credit Cards	7,345.39
Other Current Liabilities	
3471000 · Grant Advances	562,783.44
3861100 · Sales Tax Payable	1,339.40
3861000 · Payroll Liabilities	151,806.11
Total Other Current Liabilities	<u>715,928.95</u>
Total Current Liabilities	<u>849,054.87</u>
Total Liabilities	849,054.87
Equity	<u>749,551.55</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,598,606.42</u></u>

2024 Unrestricted Budget vs Actual



October 83.33%

Account Name	2024 Mid-Year Revised Budget	2024 Actual	\$ Over Budget	% of Budget
1 <input type="checkbox"/> Income	1,172,652	1,044,172	-128,480	89.04%
2 <input type="checkbox"/> Retail Sales	73,543	68,908	-4,635	93.70%
3 <input type="checkbox"/> Food Production and Consumption	2,111	2,170	59	102.82%
4 Poultry Equipment & Tool Rentals	2,111	2,170	59	102.82%
5 <input type="checkbox"/> Soil Conservation and Health	10,263	7,687	-2,576	74.90%
6 Soil Testing	8,000	6,357	-1,643	79.46%
7 Nutrient Spreader Rentals	763	866	103	113.51%
8 No-Till Drill Rentals	1,500	464	-1,036	30.96%
9 <input type="checkbox"/> Community Outreach and Education	52,247	42,656	-9,591	81.64%
10 Plant Sales	51,647	42,543	-9,104	82.37%
11 TCD Swag Shop	600	113	-487	18.91%
12 <input type="checkbox"/> Water Quality & Quantity and Protection & Restoration of Ecosystems	7,159	13,287	6,128	185.59%
13 Partner Fee for Service - Restoration Crew	7,159	13,287	6,128	185.59%
14 <input type="checkbox"/> Other Income	1,763	3,108	1,345	176.27%
15 Contributions Private	706	706	0	100.02%
16 Interest Income	875	1,739	864	198.75%
17 Miscellaneous Income	182	662	480	363.96%
18 <input type="checkbox"/> Grant Revenue	204,491	170,944	-33,547	83.59%
20 Rates and Charges	562,182	541,578	-20,604	96.34%
21 <input type="checkbox"/> Overhead	332,436	262,741	-69,695	79.04%
22 Overhead Allocation	312,436	243,130	-69,306	77.82%
23 Vehicle Allocation	20,000	19,612	-388	98.06%
24 2023 Carry Overs	17,804	17,804	0	100.00%
25 <input type="checkbox"/> Program Allocation	461,464	376,009	-85,455	81.48%
26 <input type="checkbox"/> Local Food Production and Consumption	17,600	20,827	3,227	118.34%
27 Poultry Equipment Rentals	17,600	20,827	3,227	118.34%
28 <input type="checkbox"/> Producer Support & Preservation and Expansion of Working Lands	1,000	89	-911	8.87%
29 Working Lands Preservation Initiative	1,000	89	-911	8.87%
30 <input type="checkbox"/> Water Quality & Quantity and Protection & Restoration of Ecosystems	7,159	2,363	-4,796	33.01%
31 Restoration Crew & Equipment (T050)	7,159	2,363	-4,796	33.01%
32 <input type="checkbox"/> Soil Conservation and Health	40,227	39,046	-1,181	97.06%
33 Soil Health Testing	29,455	27,852	-1,603	94.56%
34 Nutrient Spreader Rentals	8,772	6,084	-2,688	69.35%
35 No-Till Drill Rentals	2,000	5,110	3,110	255.51%
36 <input type="checkbox"/> Community Outreach and Engagement	212,239	149,628	-62,611	70.50%
37 Conservation & Education Center	77,076	26,080	-50,996	33.84%
38 District Communications	61,875	59,985	-1,890	96.95%
39 Plant Sale	57,805	52,060	-5,745	90.06%
40 Elections	15,483	11,504	-3,979	74.30%
41 <input type="checkbox"/> Adult and Youth Conservation Education	47,870	46,136	-1,734	96.38%

	Account Name	2024 Mid-Year Revised Budget	2024 Actual	\$ Over Budget	% of Budget
42	South Sound Green	41,670	41,485	-185	99.56%
43	Teens in Thurston Volunteer Program	2,200	2,200	0	100.00%
44	Envirothon	4,000	2,451	-1,549	61.27%
45	<input type="checkbox"/> Climate Change Adaptation & Mitigation and Other Strategic Plan Priorities	135,369	117,919	-17,450	87.11%
46	Conservation TA	88,313	82,130	-6,183	93.00%
47	Investing in Future Conservation	47,056	35,789	-11,267	76.06%
48	<input type="checkbox"/> Administrative Expenses - A010	698,992	567,466	-131,526	81.18%
49	Administrative Salaries & Benefits	326,650	283,869	-42,781	86.90%
50	<input type="checkbox"/> Professional Services	94,243	72,343	-21,900	76.76%
51	Legal Services	31,416	27,416	-4,000	87.27%
52	Audit & Accounting	18,127	14,090	-4,037	77.73%
53	Computer Services	39,700	30,675	-9,025	77.27%
54	Professional Services	5,000	162	-4,838	3.24%
55	<input type="checkbox"/> Facility, Vehicles and Maintenance	198,771	157,653	-41,118	79.31%
56	Janitorial Services	7,800	5,940	-1,860	76.15%
57	Office Rent	101,064	75,843	-25,221	75.04%
58	Utilities	5,000	2,633	-2,367	52.67%
59	Equipment Leases	3,611	3,373	-238	93.40%
60	Vehicle Leases	6,166	5,395	-771	87.49%
61	Office Move (A039)	18,992	18,992	-0	100.00%
62	Tenant Improvements	19,164	18,971	-193	98.99%
63	Communications	14,635	12,025	-2,610	82.16%
64	Photocopier Usage	1,031	931	-100	90.28%
65	Vehicle Repairs & Maintenance	4,098	3,659	-439	89.28%
66	Computer Hardware Purchases	3,000	477	-2,523	15.91%
67	Computer Software	9,730	7,813	-1,917	80.30%
68	Equipment & Office Furniture	4,480	1,603	-2,877	35.77%
69	<input type="checkbox"/> Supplies	10,799	9,623	-1,176	89.11%
70	Office Supplies	4,450	4,223	-227	94.90%
71	Postage & Shipping	300	326	26	108.69%
72	Organizational Dues	5,949	5,039	-910	84.70%
73	Licenses & Permits	100	35	-65	35.00%
74	<input type="checkbox"/> Conferences, Training and Travel	33,379	14,625	-18,754	43.81%
75	Staff Conference & Training (A037)	16,629	4,113	-12,516	24.73%
76	Board Conference and Training Fees	3,500	666	-2,834	19.03%
77	Board Meeting Snacks	750	768	18	102.34%
78	Staff Travel	10,000	8,547	-1,453	85.47%
79	Board Travel	2,500	532	-1,968	21.26%
80	<input type="checkbox"/> Insurance and Banking	35,150	29,352	-5,798	83.51%
81	Bank Fees & Interest Charges	650	390	-260	60.02%
82	Liability Insurance Premiums	34,500	28,962	-5,538	83.95%
83	Late Fees & Penalties	0	0	0	N/A
84	<input type="checkbox"/> Savings	30,000	0	-30,000	0.00%
85	Reserve Fund	25,000	0	-25,000	0.00%
86	Conservation Education Center Savings Plan	5,000	0	-5,000	0.00%
87	Net Income (Surplus or Deficit)	0	118,501	118,501	N/A

2024 Restricted Budgets vs Actuals



As of October 31, 2024

	Grant Name	Account Number	Grant Number	Grant Start Date	Grant End Date	Total Grant Amount	Official Remaining	2024 Budget	2024 Actual	2024 Remaining Budget	% of Total Time	% of Total Budget Spent
1	RCO											
2	ASRP Riverbend Phase 2	R050	20-1908	03/28/22	06/30/27	7,673,670	1,789,456	6,365,623	4,978,722	1,386,901	49.40%	76.68%
3	SRFB Cozy Valley	R060	21-1089C	09/23/21	06/01/25	132,778	17,760	34,125	16,365	17,760	84.20%	86.62%
4	ESRP Zangle Cove	R070	20-1517R	07/01/21	06/30/25	110,072	27,253	40,832	13,581	27,251	83.44%	75.24%
5	Oregon Spotted Frog (OSF) Outreach	R080		01/01/23	01/01/25	32,550	9,401	20,118	10,717	9,401	91.53%	71.12%
6	ESRP Lower Eld Bulkhead Removal	R090		07/01/23	07/01/26	125,200	111,324	121,871	12,719	109,152	44.58%	11.08%
7	South Sound Outreach (HSIL)	R100		05/07/24	04/30/27	109,846	108,910	16,490	936	15,554	16.35%	0.85%
8	Federal											
9	Frogs on Farm Cost Share	US80		08/15/20	08/15/25	93,135	61,691	68,805	7,113	61,691	84.24%	33.76%
10	USFWS Restoring South Sound Prairies	US90		07/01/22	07/01/27	190,000	131,825	26,532	26,201	332	46.74%	30.62%
11	WSCC											
12	FY23-25 Livestock	W025	24-13-LT	07/01/23	06/30/25	20,000	6,622	10,663	8,573	2,090	66.89%	66.89%
13	Skookumchuck Planting	W030	20-13-ER	04/01/20	06/30/25	744,780	166,266	151,367	49,313	102,053	87.38%	77.68%
14	FY21-25 Flood Chehalis	W050	22-13-FL	09/01/21	06/30/25	261,333	48,969	102,550	82,511	20,039	82.70%	81.26%
15	FY23-25 Shellfish Cost Share	W060	24-13-SH	11/27/23	06/30/25	125,000	108,650	119,431	14,746	104,685	58.42%	13.08%
16	FY23-25 CREP	W070	24-13-CE	07/01/23	06/30/25	116,432	56,827	58,432	26,071	32,361	66.89%	51.19%
17	FY23-25 NRI Cost Share	W080	24-13-NR	08/21/23	06/30/25	100,722	48,094	59,981	31,549	28,432	64.41%	52.25%
18	FY23-24 Engineering	W100	24-13-PE	09/27/23	06/30/24	82,500	160	47,805	47,645	160	Closed	99.81%
19	FY24-25 Engineering	W100	25-13-PE	09/11/24	06/30/25	34,800	29,798	14,000	5,002	8,998	17.41%	14.37%
20	FY24-25 Salmon Riparian	W110	24-13-SRF	02/27/24	06/30/25	207,514	167,258	79,517	40,256	39,261	50.61%	19.40%
21	FY23-24 Sustainable Farms and Fields	W120	24-13-SFF	08/17/23	06/30/24	52,798	0	25,323	25,323	0	Closed	100.00%
22	FY24-25 Sustainable Farms and Fields	W120	24-13-SFF	08/29/24	06/30/25	72,730	69,556	37,239	3,175	34,064	20.92%	4.36%
23	Forest Health and Community Wildfire Resiliency	W130	24-13-FH	09/22/23	06/30/25	471,000	269,308	379,633	190,372	189,261	62.65%	42.82%
24	Irrigation Efficiencies	W140	22-13-IE	04/03/24	06/30/25	45,778	34,519	20,292	11,259	9,033	46.70%	24.59%
25	FY21-25 Chehalis Lead	W150	22-13-RIT	10/01/21	06/30/25	102,000	18,907	28,815	24,316	4,500	82.32%	81.46%
26	FY21-25 Community Engagement Plan	W160	22-13-CEP	02/20/24	06/30/25	20,000	14,226	9,500	5,774	3,726	51.31%	28.87%
27	FY 24-25 Riparian Grant Program (RGP)	W170	24-13-RGP	04/15/24	06/30/25	917,983	773,270	438,286	144,713	293,573	45.25%	15.76%
28	FY24-25 Sustainable Farms and Fields CCA	W180	24-13-SF1	05/16/24	06/30/25	64,000	58,602	62,658	5,398	57,260	41.12%	8.43%

	Grant Name	Account Number	Grant Number	Grant Start Date	Grant End Date	Total Grant Amount	Official Remaining	2024 Budget	2024 Actual	2024 Remaining Budget	% of Total Time	% of Total Budget Spent
29	FY23-24 SCC Sponsorship GREEN Congress	W086.2	24-13-IM	11/06/23	06/30/24	5,000	0	5,000	5,000	0	Closed	100.00%
30	FY23- 24 SCC Sponsorship Climate Change & Food	W086.3	24-13-IM	01/10/24	06/30/24	5,000	0	5,000	5,000	0	Closed	100.00%
31	FY24 Election Swag	W086.4	24-13-IM	01/22/24	06/30/24	245	0	245	245	0	Closed	100.00%
32	FY24 SoilCon	W086.5	24-13-IM	01/29/24	06/30/24	821	0	821	821	0	Closed	100.00%
33	FY24 VSP Facilitator for SCC	W086.6	24-13-IM	02/05/24	06/30/24	4,000	220	4,000	3,780	220	Closed	94.51%
34	March SCC All District Meeting	W086.7	24-13-IM	04/01/24	06/30/24	1,000	0	1,000	1,000	0	Closed	100.00%
35	SCC Soil Testing Support	W086.8	24-13-IM	04/14/24	06/30/24	1,150	0	1,150	1,150	0	Closed	100.00%
36	FY23- 24Year End Funding	W086.9	24-13-IM	05/20/24	06/30/24	20,000	0	20,000	20,000	0	Closed	100.00%
37	Thurston County											
38	FY23-25 VSP	TC400		07/01/23	06/30/25	227,500	69,571	117,468	102,716	14,752	66.89%	69.42%
39	FY23-25 VSP Cost Share	TC450		08/08/23	06/30/25	533,056	198,728	357,630	252,014	105,616	65.08%	62.72%
40	Miscellaneous											
41	ESRP Shore Friendly Phase 3	M035		07/01/23	06/30/25	388,883	227,072	260,450	81,417	179,033	66.89%	41.61%
42	Agri-Park Feasibility Study GIS Work	M055		10/12/23	03/31/24	5,387	-2	72	74	-2	Closed	100.04%
43	2024 City of Olympia Urban Farmland	M065		01/01/24	12/31/24	203,038	103,296	203,038	99,742	103,296	83.33%	49.12%
44	GRuB Beginning Farmer Development	M066		01/01/24	08/31/25	10,259	8,609	5,119	1,650	3,469	50.08%	16.08%
45	Sentinel Landscape Program (SLP)	M075		10/01/21	06/30/28	1,279,225	390,521	318,052	283,954	34,099	45.72%	69.47%
46	FY24-25 NACD Bucoda Community Farm	M077		09/24/24	11/15/25	60,000	58,973	8,126	1,027	7,099	9.09%	1.71%
47	One Tree Planted	M085		09/03/21	until spent	33,076	26,835	9,337	4,699	4,638	N/A	18.87%
48	WCRRRI Prairie Habitat Enhancement	M095	2022-06	01/01/22	06/30/25	111,954	58,933	29,968	20,660	9,308	81.05%	47.36%
49	WFC Meyer Phase 2	M100		01/01/23	09/01/25	106,546	30,648	79,568	48,522	31,046	68.72%	71.23%
50	Riparian Planning Training	M401		07/24/24	08/05/24	3,675	573	3,675	3,102	573	Closed	84.40%
51	DOH Eld Inlet Manure Management	M500		05/13/24	07/31/27	294,313	279,010	57,475	15,303	42,172	14.64%	5.20%
52	FY23-25 Pierce County Shellfish NTA	M600		01/01/24	01/31/27	191,000	151,799	87,000	39,201	47,799	27.06%	20.52%
53	FY24 WSDA Local Food Infrastructure	M700		02/14/24	06/30/24	22,917	11	22,917	22,906	11	Closed	99.95%
54	Farm Plan Catalog	M800	G-8233	06/07/24	05/31/25	10,553	8,599	4,250	1,954	2,296	40.95%	18.52%
55	South Sound GREEN											
56	FY24 Interlocal	G019-SS		01/01/24	12/31/24	64,160	12,594	64,160	51,566	12,594	83.33%	80.37%
57	Embrace the Stream	G019.30		08/01/22	until spent	5,035	0	262	262	0	Closed	100.00%
58	FY23-24 WSC Mini Grant	G019.50		12/12/23	until spent	500	0	500	500	0	Closed	100.00%
59	FY24 OSD i-Grant	G019.103		03/01/24	until spent	4,000	1,012	4,000	2,988	1,012	N/A	74.71%
60	2024 ESD 113 Climate Education	G019.104		05/15/24	06/30/24	6,000	0	6,000	6,000	0	Closed	100.00%
61	NFWF Five Star	G019.108		09/01/23	12/31/24	19,082	8,922	14,804	5,883	8,922	87.50%	53.24%

	Grant Name	Account Number	Grant Number	Grant Start Date	Grant End Date	Total Grant Amount	Official Remaining	2024 Budget	2024 Actual	2024 Remaining Budget	% of Total Time	% of Total Budget Spent
62	FY23-25 Outdoor Learning	G019.109		10/01/23	06/30/25	38,825	26,186	23,690	11,799	11,891	62.13%	32.55%
63	Dawkins 2023	G019.28		01/01/23	until spent	20,000	0	5,409	5,409	0	Closed	100.00%
64	Dawkins 2024	G019.28		01/01/24	until spent	20,750	15,074	18,291	5,676	12,615	N/A	27.36%
65	2023 Community Foundation	G019.29		10/25/23	until spent	2,500	554	2,500	1,946	554	N/A	77.83%
66	Carlson Charitable	G019.31		12/05/23	12/31/24	2,500	2,225	2,500	275	2,225	84.48%	11.00%
67	2024 Squaxin	G019.85		02/01/24	until spent	2,250	2,250	2,250	0	2,250	N/A	0.00%
68	Tumwater SD Natural Resources	G019.120		05/15/24	06/20/24	500	0	500	500	0	Closed	100.00%
69	Inspire Olympia	G019.130		07/09/24	07/31/25	29,975	17,842	23,851	12,133	11,718	29.64%	40.48%
70	- Teens in Thurston Volunteer Program									0		
71	Nisqually TNT 2023	T070		01/06/23	until spent	5,375	949	3,654	2,704	949	N/A	82.34%
72	Nisqually TNT 2024	T070		01/01/24	until spent	5,581	5,581	5,581	0	5,581	N/A	0.00%
73	- Envirothon Program									0		
74	2023 Chehalis Tribe Envirothon	T040		01/23/23	until spent	5,000	0	113	113	0	Closed	100.00%
75	2023 Pork Blakely Envirothon	T040		03/02/23	until spent	500	100	500	400	100	N/A	79.99%
76	2024 Olympia Food Co-op Envirothon	T040		01/01/24	until spent	50	50	50	0	50	N/A	0.00%
77	- PARTNERS									0		
78	OlyEcosystems	P400		01/01/24	N/A	16,500	1,222	16,500	15,278	1,222	N/A	92.59%
79	WA Dept of Fish and Wildlife	P600		01/29/24	N/A	6,925	2,407	6,925	4,518	2,407	N/A	65.24%
80	Wild Fish Conservancy	P500		08/15/24	N/A	8,151	1,575	8,151	6,576	1,575	N/A	80.68%
81	WA Dept of Natural Resources	P700		07/01/24	N/A	35,263	11,108	35,263	24,155	11,108	N/A	68.50%

Thurston Conservation District
Payment Detail
October 2024

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Check	EFT	10/01/2024	Tilley Court Caves, LLC	A010 - Administrative Expenses	5314501 · Office Rent	8,427.00
Check	EFT	10/01/2024	Delta Dental	A010 - Administrative Expenses	5531212 · Dental Benefits	1,999.05
Credit Card Charge	12473	10/01/2024	4th Dimension Computers	TCD Programs:T030 - District Communications	5314901 · Meeting & Event	269.01
Credit Card Charge	13343	10/01/2024	Walmart	WSCC:W160 - Community Engagement Plan	5314901 · Meeting & Event	-53.90
Credit Card Charge	13365	10/01/2024	Walmart	WSCC:W110 - FY24-25 Salmon Riparian Funding	5314107 · Project Supplies	14.64
Credit Card Charge	13403	10/01/2024	Industrial Hydraulics Tumwater	RCO:R050 - FY 22-27 ASRP Riverbend	5314107 · Project Supplies	70.00
Credit Card Charge	13474	10/01/2024	Minuteman Press	TCD Programs:T030 - District Communications	5314203 · Printing Services	182.50
Bill Pmt -Check	EFT	10/02/2024	Comcast	A010 - Administrative Expenses	5314204 · Internet Services	179.56
Credit Card Charge	13280	10/02/2024	Lenovo	Various	5945364 · Computer Hardware	2,019.49
Credit Card Charge	13286	10/02/2024	EMD Millipore	GREEN:G019-SS GREEN Interlocal	5314107 · Project Supplies	469.01
Credit Card Charge	13287	10/02/2024	Hach Company	GREEN:G019-SS GREEN Interlocal	5314107 · Project Supplies	358.67
Credit Card Charge	13458	10/02/2024	Spuds	A010 - Administrative Expenses	5314310 · Board Meeting Snacks	2.19
Credit Card Charge	13283	10/03/2024	Chehalis Farm Store	MISC:M100 - WFC Meyer Phase 2	5314108 · Construction & Restoration Work	2,280.50
Credit Card Charge	13297	10/03/2024	Pilot Travel Center	A010 - Administrative Expenses	5313201 · Vehicle Fuel	47.06
Credit Card Charge	13299	10/03/2024	Celebrations and Events	Various	5314901 · Meeting & Event	156.96
Credit Card Charge	13332	10/03/2024	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	20.01
Credit Card Charge	13333	10/03/2024	Ace Hardware	TCD Programs:T097 - Plant Sale	5314901 · Meeting & Event	16.05
Credit Card Charge	13342	10/03/2024	Fred Meyer	WSCC:W160 - Community Engagement Plan	5314901 · Meeting & Event	26.30
Credit Card Charge	13344	10/03/2024	Walmart	WSCC:W160 - Community Engagement Plan	5314901 · Meeting & Event	38.08
Credit Card Charge	13347	10/03/2024	Federal Express	WSCC:W160 - Community Engagement Plan	5314901 · Meeting & Event	368.93
Credit Card Charge	13448	10/03/2024	Lowes	GREEN:TCC:G019.28 Dawkins	5314901 · Meeting & Event	46.53
Credit Card Charge	13449	10/03/2024	Fred Meyer	GREEN:TCC:G019.28 Dawkins	5314901 · Meeting & Event	25.91
Credit Card Charge	13456	10/03/2024	Rutledge Family Farm	TCD Programs:T030 - District Communications	5314901 · Meeting & Event	70.73
Check	EFT	10/04/2024	Wells Fargo		Wells Fargo	1,063.78
Credit Card Charge		10/04/2024	Beneficial State Bank	A010 - Administrative Expenses	5314110 · Bank Fees & Interest Charges	626.85
Credit Card Charge	13296	10/04/2024	Harbor Freight	GREEN:G019-SS GREEN Interlocal	5314107 · Project Supplies	157.84
Credit Card Charge	13301	10/04/2024	Rocky Top Homebrew	TCD Programs:T030 - District Communications	5314901 · Meeting & Event	75.81
Credit Card Charge	13302	10/04/2024	Kiperts	TCD Programs:T030 - District Communications	5314901 · Meeting & Event	189.07
Credit Card Charge	13346	10/04/2024	Ace Hardware	WSCC:W160 - Community Engagement Plan	5314116 · Project Equipment	14.79
Credit Card Charge	13300	10/05/2024	Pilot Travel Center	TCD Programs:T030 - District Communications	5314901 · Meeting & Event	6.00
Credit Card Charge	13334	10/05/2024	Starbucks	TCD Programs:T097 - Plant Sale	5314901 · Meeting & Event	26.97
Credit Card Charge	13450	10/05/2024	Acorn Naturalists	GREEN:G019-SS GREEN Interlocal	5314107 · Project Supplies	188.89
Check	EFT	10/07/2024	Regence - Health Care		5531210 · Medical Benefits	22,500.24
Bill Pmt -Check	EFT	10/07/2024	Verizon	A010 - Administrative Expenses	5314201 · Telephone	1,003.93

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Bill Pmt -Check	EFT	10/07/2024	USAble.Life	A010 - Administrative Expenses	5531214 · Life Insurance	102.40
Bill Pmt -Check	EFT	10/07/2024	VSP - Vision Care	A010 - Administrative Expenses	5531213 · Vision Insurance	189.58
Bill Pmt -Check	22616	10/07/2024	Anchor QEA	RCO:R050 - FY 22-27 ASRP Riverbend	5314100 · Professional Services	109,107.63
Bill Pmt -Check	22617	10/07/2024	Bishop Contracting LLC	Thurston County:TC450 - FY23-25 VSP Cost Share	5314108 · Construction & Restoration Work	18,313.53
Bill Pmt -Check	22618	10/07/2024	J McGinty	Various	Restoration Crew Intern Stipend	1,200.00
Bill Pmt -Check	22619	10/07/2024	Midwest Labs	TCD Programs:T098 - Soil Health Testing	5314117 · Soil Testing	360.90
Bill Pmt -Check	22620	10/07/2024	Mountain Mist	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	35.05
Bill Pmt -Check	22621	10/07/2024	M Ayub	Thurston County:TC450 - FY23-25 VSP Cost Share	5314109 · Cost Share	36,412.47
Bill Pmt -Check	22622	10/07/2024	Pacific Office Automation	A010 - Administrative Expenses	5354801 · Office Equipment Maintenance	353.50
Bill Pmt -Check	22623	10/07/2024	Petrocard	A010 - Administrative Expenses	5313201 · Vehicle Fuel	446.54
Bill Pmt -Check	22624	10/07/2024	Squaxin Island Tribe	WSCC:W170 - Riparian Grant Program	5314302 · Staff - Conference & Training	270.00
Bill Pmt -Check	22625	10/07/2024	WA St University Energy Program	A010 - Administrative Expenses	5314103 · Computer Services	2,802.72
Credit Card Charge	13335	10/07/2024	Trader Joes	A010 - Administrative Expenses	5314302 · Staff - Conference & Training	22.43
Credit Card Charge	13398	10/07/2024	Tractor Supply	WSCC:W110 - FY24-25 Salmon Riparian Funding	5314107 · Project Supplies	21.64
Credit Card Charge	13457	10/07/2024	US Postal Service	A010 - Administrative Expenses	5314202 · Postage & Shipping	43.80
Credit Card Charge	1341762993	10/07/2024	QuickBooks Time Support (TSheets)	A010 - Administrative Expenses	5314102 · Audit & Accounting	223.79
Credit Card Charge	13311	10/08/2024	Smartsheet Inc.	SLP Program:SLP075 - NACD REPI Pilot & Challenge	5314505 · Software Licenses	206.62
Liability Check		10/09/2024	QuickBooks Payroll Service		Payroll	45,901.74
Liability Check	EFT	10/09/2024	Internal Revenue Service		Various	15,410.36
Liability Check	EFT	10/09/2024	WA St Dept of Retirement Systems		Various	23,410.50
Credit Card Charge	13316	10/09/2024	Squaxin Island Tribe	WSCC:W130- Forest Health & Wildfire Resiliency	5314302 · Staff - Conference & Training	45.00
Credit Card Charge	13324	10/09/2024	Harbor Freight	GREEN:G019-SS GREEN Interlocal	5314107 · Project Supplies	64.09
Credit Card Charge	13399	10/09/2024	Ace Hardware	MISC:M100 - WFC Meyer Phase 2	5314107 · Project Supplies	26.31
Credit Card Charge	13400	10/09/2024	Pilot Travel Center	MISC:M100 - WFC Meyer Phase 2	5314107 · Project Supplies	10.00
Credit Card Charge	13401	10/09/2024	Home Depot	MISC:M100 - WFC Meyer Phase 2	5314107 · Project Supplies	27.59
Credit Card Charge	13455	10/09/2024	Costco	MISC:M067 - 2024 WACD SW Area Meeting	5314901 · Meeting & Event	112.22
Credit Card Charge	21608Deposi	10/09/2024	Fourth Corner Nurseries	WSCC:W080 - NRI Cost Share	5314108 · Construction & Restoration Work	360.50
Credit Card Charge	3732615	10/09/2024	Rightworks	A010 - Administrative Expenses	5314102 · Audit & Accounting	24.13
Credit Card Charge	13323	10/10/2024	Shell Gas	A010 - Administrative Expenses	5313201 · Vehicle Fuel	38.22
Credit Card Charge	13369	10/10/2024	Heritage Distilling Co	MISC:M067 - 2024 WACD SW Area Meeting	5314901 · Meeting & Event	850.00
Credit Card Charge	13370	10/10/2024	Dollar Tree	TCD Programs:T030 - District Communications	5314901 · Meeting & Event	9.60
Credit Card Charge	13371	10/10/2024	Ramirez Mexican Store	MISC:M067 - 2024 WACD SW Area Meeting	5314901 · Meeting & Event	711.74
Credit Card Charge	13454	10/10/2024	Fred Meyer	MISC:M067 - 2024 WACD SW Area Meeting	5314901 · Meeting & Event	34.20
Credit Card Charge	13437	10/11/2024	City of Olympia	TCD Programs:T030 - District Communications	5314502 · Site Rental	167.00
Credit Card Charge	13339	10/12/2024	Haggen	A010 - Administrative Expenses	5314310 · Board Meeting Snacks	12.47
Credit Card Charge	13451	10/12/2024	Acorn Naturalists	GREEN:G019-SS GREEN Interlocal	5314107 · Project Supplies	82.12
Credit Card Charge	13381	10/13/2024	Starbucks	MISC:M065 - City of Olympia Urban Ag\	5314901 · Meeting & Event	43.92
Credit Card Charge	6806362	10/14/2024	Buzzsprout	TCD Programs:T030 - District Communications	5314207 · Web Hosting and Maintenance	12.00

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Check	EFT	10/15/2024	TPSC Benefits		5531215 · HRA Benefits	103.50
Credit Card Charge	13453	10/15/2024	Revival Animal Health	A010 - Administrative Expenses	5313101 · Office Supplies	103.19
Credit Card Charge	13356	10/16/2024	Amazon	WSCC:W080 - NRI Cost Share	5314107 · Project Supplies	64.32
Credit Card Charge	13387	10/16/2024	A-Action Group	Various	5314100 · Professional Services	879.94
Credit Card Charge	13363	10/17/2024	Amazon	GREEN:G019-SS GREEN Interlocal	5314107 · Project Supplies	151.12
Credit Card Charge	13364	10/17/2024	Amazon	GREEN:G019-SS GREEN Interlocal	5314107 · Project Supplies	187.10
Credit Card Charge	13373	10/17/2024	Lincoln Creek Lumber Co.	TCD Programs:T099 - Food Processing and Tools Rentals	5354802 · Rental Equipment Maintenance	54.77
Credit Card Charge	13402	10/17/2024	Home Depot	MISC:M100 - WFC Meyer Phase 2	5314107 · Project Supplies	7.88
Credit Card Charge	13472	10/17/2024	Facebook	WSCC:W170 - Riparian Grant Program	5314400 · Advertising	6.93
Credit Card Charge		10/18/2024	Wells Fargo		5314111 · Late Fees & Penalties	63.00
Credit Card Charge	13368	10/18/2024	Amazon	A010 - Administrative Expenses	Various	103.44
Credit Card Charge	13372	10/18/2024	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	12.46
Credit Card Charge	13380	10/18/2024	Puget Sound Plants	WSCC:W170 - Riparian Grant Program	5314107 · Project Supplies	436.02
Credit Card Charge	13461	10/18/2024	Costco	WSCC:W170 - Riparian Grant Program	5314901 · Meeting & Event	217.34
Credit Card Charge	13462	10/18/2024	Safeway	WSCC:W170 - Riparian Grant Program	5314901 · Meeting & Event	86.26
Credit Card Charge	E0300U5NI3	10/19/2024	Microsoft	A010 - Administrative Expenses	5314505 · Software Licenses	466.66
Credit Card Charge	E0300U5ODK	10/19/2024	Microsoft	A010 - Administrative Expenses	5314505 · Software Licenses	16.46
Credit Card Charge	13383	10/20/2024	Half Moon Sanitation	GREEN:G019-SS GREEN Interlocal	5314503 · Equipment Leases	370.00
Liability Check	22626	10/21/2024	WSCCE - Council 2		3861008 · Union Dues	1,080.64
Bill Pmt -Check	22627	10/21/2024	Alyssa Nunke	TCD Programs:T030 - District Communications	5314100 · Professional Services	200.00
Bill Pmt -Check	22628	10/21/2024	Amanda Leoni	TCD Programs:T030 - District Communications	5314901 · Meeting & Event	25.00
Bill Pmt -Check	22629	10/21/2024	A Lewis	Various	Restoration Crew Intern Stipend	1,066.66
Bill Pmt -Check	22630	10/21/2024	Brumfield Construction, Inc	RCO:R050 - FY 22-27 ASRP Riverbend	5314108 · Construction & Restoration Work	1,906,899.03
Bill Pmt -Check	22631	10/21/2024	Carl Tosten	TCD Programs:T030 - District Communications	5314100 · Professional Services	200.00
Bill Pmt -Check	22632	10/21/2024	Christy Montermini	TCD Programs:T030 - District Communications	5314100 · Professional Services	200.00
Bill Pmt -Check	22633	10/21/2024	Clark's Native Trees	WSCC:W080 - NRI Cost Share	5314108 · Construction & Restoration Work	2,455.13
Bill Pmt -Check	22634	10/21/2024	Daily Journal of Commerce	RCO:R050 - FY 22-27 ASRP Riverbend	5314400 · Advertising	310.30
Bill Pmt -Check	22635	10/21/2024	Deschutes Law Group	A010 - Administrative Expenses	5314101 · Legal Fees & Services	2,000.00
Bill Pmt -Check	22636	10/21/2024	E Dmitrieva	Various	Restoration Crew Intern Stipend	266.66
Bill Pmt -Check	22637	10/21/2024	Fourth Corner Nurseries	TCD Programs:T097 - Plant Sale	5313401 · Plants for Resale	2,311.50
Bill Pmt -Check	22638	10/21/2024	G Alrashid	Various	Restoration Crew Intern Stipend	800.00
Bill Pmt -Check	22639	10/21/2024	GRuB	M065 - City of Olympia Urban Ag	5314100 · Professional Services	11,702.77
Bill Pmt -Check	22640	10/21/2024	J McGinty	Various	Restoration Crew Intern Stipend	933.34
Bill Pmt -Check	22641	10/21/2024	Marguerite Abplanalp	Various	5314304 · Mileage	54.94
Bill Pmt -Check	22642	10/21/2024	Marisha Auerbach	TCD Programs:T030 - District Communications	5314100 · Professional Services	50.00
Bill Pmt -Check	22643	10/21/2024	Pacific Conservation District	WSCC:W160 - Community Engagement Plan	5314100 · Professional Services	225.48
Bill Pmt -Check	22644	10/21/2024	Pete Reed and the Summer Wine	TCD Programs:T030 - District Communications	5314100 · Professional Services	200.00
Bill Pmt -Check	22645	10/21/2024	Petrocard	A010 - Administrative Expenses	5313201 · Vehicle Fuel	405.89

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Bill Pmt -Check	22646	10/21/2024	Ross Strategic	WSSC:W130- Forest Health & Wildfire Resiliency	5314100 · Professional Services	4,593.75
Bill Pmt -Check	22647	10/21/2024	R Green	TCD Programs:T030 - District Communications	5314100 · Professional Services	75.00
Bill Pmt -Check	22648	10/21/2024	South Sound YMCA	M065 - City of Olympia Urban Ag	5314100 · Professional Services	17,259.82
Bill Pmt -Check	22649	10/21/2024	WA St Conservation Commission	A010 - Administrative Expenses	5314504 · Vehicle Leases	522.80
Bill Pmt -Check	22650	10/21/2024	WSU Sponsored Programs Services	SLP Program:SLP075 - NACD REPI Pilot & Challenge	5314100 · Professional Services	19,995.39
Credit Card Charge	13413	10/21/2024	Trader Joes	UNRESTRICTED:A010 - Administrative Expenses	5314310 · Board Meeting Snacks	49.34
Credit Card Charge	13378	10/22/2024	Community Farm Land Trust	TCD Programs:T030 - District Communications	5314400 · Advertising	250.00
Credit Card Charge	13379	10/22/2024	Ferns Food & Farm	TCD Programs:T030 - District Communications	5314901 · Meeting & Event	298.38
Credit Card Charge	13382	10/22/2024	West Marine	Various	5314116 · Project Equipment	170.19
Credit Card Charge	13384	10/23/2024	Amazon	TCD Programs:T030 - District Communications	5314901 · Meeting & Event	38.93
Credit Card Charge	13404	10/23/2024	Home Depot	WSSC:W110 - FY24-25 Salmon Riparian Funding	5314107 · Project Supplies	23.66
Credit Card Charge	13405	10/23/2024	Walmart	TCD Programs:T050 - Partner Fee for Service Program	5314107 · Project Supplies	14.20
Credit Card Charge	13406	10/23/2024	Ace Hardware	WSSC:W080 - NRI Cost Share	5314116 · Project Equipment	65.14
Credit Card Charge	13433	10/23/2024	Costco	TCD Programs:T096.1 - Nutrient Spreader Rentals	5354802 · Rental Equipment Maintenance	87.75
Credit Card Charge	P1-99771305	10/23/2024	Intuit	A010 - Administrative Expenses	5314102 · Audit & Accounting	192.00
Liability Check		10/24/2024	QuickBooks Payroll Service		Payroll	45,152.05
Liability Check	EFT	10/24/2024	Internal Revenue Service		Various	15,176.96
Liability Check	EFT	10/24/2024	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	3,885.48
Credit Card Charge	13407	10/24/2024	Ace Hardware	WSSC:W080 - NRI Cost Share	5314116 · Project Equipment	36.19
Credit Card Charge	13430	10/24/2024	Amazon	TCD Programs:T096.1 - Nutrient Spreader Rentals	5354802 · Rental Equipment Maintenance	18.63
Credit Card Charge	13390	10/25/2024	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	22.20
Credit Card Charge	13417	10/25/2024	Puget Sound Plants	WSSC:W080 - NRI Cost Share	WSSC:W080 - NRI Cost Share	220.39
Credit Card Charge		10/28/2024	Garmin	A010 - Administrative Expenses	5314205 · Garmin	21.89
Credit Card Charge	13395	10/28/2024	Shell Gas	A010 - Administrative Expenses	5313201 · Vehicle Fuel	49.13
Credit Card Charge	13408	10/28/2024	Pilot Travel Center	A010 - Administrative Expenses	5354803 · Vehicle Maintenance	29.61
Liability Check	EFT	10/29/2024	WA St Dept of L&I		3861009 · State L&I Payable	4,982.74
Liability Check	EFT	10/29/2024	WA St Dept of Employment Security		3861013 · WA State Cares Act	2,186.61
Liability Check	EFT	10/29/2024	WA St Dept of Employment Security		3861007 · State Unemployment Payable	2,120.34
Credit Card Charge	13389	10/29/2024	Commodities Unlimited	GREEN:G019.108 - NFWF Five Star	5314108 · Construction & Restoration Work	200.75
Credit Card Charge	13396	10/29/2024	Safeway	GREEN:G019-SS GREEN Interlocal	5314107 · Project Supplies	11.78
Liability Check	EFT	10/30/2024	WA St Dept of Employment Security		3861010 · WA - Family & Medical Leave	1,992.76
Sales Tax Payment	EFT	10/31/2024	WA St Dept of Revenue		3861100 · Sales Tax Payable	3,927.84
Credit Card Charge	13397	10/31/2024	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	9.78
Credit Card Charge	13409	10/31/2024	Ace Hardware	WSSC:W080 - NRI Cost Share	5314107 · Project Supplies	33.30
Credit Card Charge	13411	10/31/2024	Federal Express	A010 - Administrative Expenses	5314202 · Postage & Shipping	2.73
Credit Card Charge	13412	10/31/2024	US Postal Service	RCO:R050 - FY 22-27 ASRP Riverbend	5314202 · Postage & Shipping	5.58
Credit Card Charge	13431	10/31/2024	Imperial Industrial Supply	TCD Programs:T099 - Food Processing and Tools Rentals	5354802 · Rental Equipment Maintenance	60.28



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title: Wild Fish Conservancy - TCD Partnership Agreement: Amendment #1 (Vendor	
Lead Staff: Karin Strelloff	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>Amendment #1 describes specific SOW and deliverables to be performed by Wild Fish Conservancy in support of a new grant project funded by the Department of Ecology. This project focuses on water quality data collection and restoration design in the Elwanger Creek Basin at the Deschutes Preserve, owned by Olympia Ecosystems, the other project partner. The grant project is titled: "Improving Water Quality in Ayer/Elwanger Creek, Phase 1" and runs from Nov.1, 2024 (Ecology's pre-approved start date) until October 1, 2027.</p>	
Pros: Excellent project with key partners that supports TCD's work to address water quality impairments and salmon habitat improvements in the Deschutes River Watershed.	Cons: n/a
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>	
Overall grant contract is \$500,000. This subcontract for WFC represents \$80,000 of that total.	
Recommended Action:	<i>What decision do you recommend the board make?</i>
Approve	
Legal Review:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>	
<ol style="list-style-type: none"> 1. The original Signed Partnership Agreement between WFC & TCD 2. Amendment #1 to this agreement, with grant-specific SOW 3. TCD Terms and Agreements that accompany this amendment 4. NOT INCLUDED- copy of the Ecology Grant contract funding this work. It will be submitted separately for approval. 	



Thurston Conservation District

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



MOU AMENDMENT FOR PERSONAL SERVICES:
STANDARD TERMS AND CONDITIONS

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

The parties agree as follows:

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

the District to make, a copy of any books and records upon the District's request. The Consultant shall ensure that the inspection, audit and copying right of the District is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work and services under this Agreement.

6. Compliance with Law.

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

7. Contractual Relationship.

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

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

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

9. Indemnification and Limitation of Remedies.
 - A. By Consultant. The Consultant shall indemnify and hold the District, its officers, officials, employees and volunteers, and the landowner of the project site, harmless from claims, injuries, damages, losses or suits including reasonable attorney fees, to the extent caused by Consultant's negligence. In the event of liability caused by or resulting from the concurrent negligence of the Consultant and the District, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's sole negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

 - B. By District. The District shall indemnify and hold the Consultant, its officers, officials, employees and volunteers harmless from claims, injuries, damages, losses or suits including reasonable attorney fees, to the extent caused by District's negligence. In the event of liability caused by or resulting from the concurrent negligence of the Consultant and the District, its officers, officials, employees, and volunteers, the District's liability hereunder shall be only to the extent of the District's sole negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

 - C. Limitation of Remedies. Contractor's aggregate liability responsibility to the District, including that of Contractor's officers, directors, employees, and agents is limited to \$1,000,000 or the amount of Contractor's fee under this Agreement, whichever is greater. This limitation of remedy applies to all lawsuits, claims or actions, whether identified as arising in tort, contract or other legal theory, (including without limitation, Contractor's indemnity obligations in the previous paragraph) related to Contractor's services under this Agreement -.

10. Insurance.

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. The consultant is required to provide a certificate of coverage additionally insuring Thurston Conservation District for all work conducted by or resulting from the work of the consultant.

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

F. Subcontractors' Insurance

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

11. Ownership of Documents. Reports, studies, plans, drawings, maps, models, specifications, computer files and other work products produced by the Consultant, except for working notes and internal documents, shall be the property of the District, which are subject to public disclosure under Chapter 42.56 RCW. The Consultant shall furnish these documents to the District upon request. The Consultant shall refer all third-party requests for inspection and copying of these documents to the District which shall determine whether the documents shall be made available for inspection in accordance with Chapter 42.56 RCW. Modification or re-use of any of these documents by the District following completion of the work and services under this Agreement, without the written permission of the Consultant, shall be at the District's sole risk.

- A. Pursuant to performing the Specified Services, Consultant will create certain instruments of service, which may take the form of printed, hard copy documents and electronic, computer-ready materials including but not limited to computer programs, software, and data. These instruments may also take the form of methodology, processes, and logic.
- B. Materials, methodologies, processes, and logic will be delivered to District as part of the Specific Services rendered by Consultant, and District will acknowledge said materials as instruments of service. All instruments shall become the property of District upon completion of the respective Specific Service and payment in full of monies due Consultant for that service.
- C. Consultant makes no warranties, expressed or implied, of the merchantability or fitness of said instruments for any particular purpose other than the pertinent scope of the Specified Services.
- D. Consultant may retain reproducible copies of its instruments of service (aka "documents" per TCD).

12. Addresses for Notices and Deliverable Materials. All notices and other material to be delivered under this Agreement shall be in writing and shall be delivered or mailed to the following addresses, unless otherwise requested by the Thurston Conservation District:

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

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

MOU Amendment for Personal Services, Standard Terms and Conditions

Contract 2024-13

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

E. Notice. Notice of termination pursuant to Subsections B and C above shall be given by the party terminating this Agreement to the other not less than 30 days prior to the effective date of termination.

19. Previous Agreements Superseded. The terms and conditions of this Agreement supersede the terms, obligations and conditions of any existing or prior agreement between the parties regarding the subject matter of this Agreement.

21. Headings. Headings of paragraphs and section herein are for reference purposes only and are not intended to create or imply any contract terms or understandings different from or supplemental to those created by the substantive terms as written.

20. Entire Agreement. This Agreement is all of the covenants, promises, agreements and conditions, either oral or written, between the parties.

**Amendment #1 to Memorandum of Understanding Between
Wild Fish Conservancy and
Thurston Conservation District (TCD)**



Agreement Number: 2024-13

Project Name: Improving Water Quality in Ayer/Elwanger Creek, Phase 1
(Professional Services in support of WA Dept of Ecology Agreement)

Thurston Conservation District:

Project Manager: Karin Strelieff, karin@thurstoncd.com, (360) 972-4565

Wild Fish Conservancy:

Project Manager: Jamie Glasgow, jamie@wildfishconservancy.org, (206) 310-9302

Scope of Work

Description:

Amendment #1 to this MOU covers work to be completed by Wild Fish Conservancy in support of the grant-funded project, "Improving Water Quality in Ayer/Elwanger Creek, Phase 1." Thurston Conservation District will coordinate implementation of this project, which is administered by the WA Department of Ecology via Agreement WQC-2025-ThurCD-00165. All work performed under this Amendment must comply with Thurston Conservation District's standard Personal Services Contract Terms and Conditions (Appendix A) as well as all Terms and Conditions of the Ecology Grant Contract (Appendix B). This scope of work is not intended to include any construction, reconstruction, maintenance or repair work, including any building maintenance or offsite specialty fabrication work.

Details:

Task 2. Wild Fish Conservancy will be responsible for completion of the water quality monitoring QAPP, monitoring equipment procurement, data collection, reporting, and analysis in support of the project, as described in the attached Grant Agreement, Tasks 2.1-2.6.

In addition, Wild Fish Conservancy will contribute to Task 3, supporting site assessment and restoration plan development, including identification and prioritization of restoration actions to improve water quality in the Ayer/Elwanger Creek subbasin. Activities may include but are not limited to project meetings, written contributions, and site visits.

Budget: Not to exceed \$80,000.00.

- QAPP development and water quality monitoring, reporting, and analysis tasks, including mileage and incidental supplies: \$55,000
- Monitoring Equipment: \$12,500
- Restoration Planning, Collaborative Meetings, Quarterly project reporting: \$12,500

Duration: November 1, 2024 through October 1, 2027.

Emma Helverson
Executive Director
Wild Fish Conservancy

Date

Sarah Moorehead
Executive Director
Thurston Conservation District

Date

**Amendment #1 to Memorandum of Understanding Between
Wild Fish Conservancy and
Thurston Conservation District (TCD)**

Agreement Number: 2024-13



**Appendix A:
Thurston Conservation District
*MOU Amendment for Personal Services
Terms and Conditions***

**Amendment #1 to Memorandum of Understanding Between
Wild Fish Conservancy and
Thurston Conservation District (TCD)**

Agreement Number: 2024-13



**Appendix B:
Reference Copy of Project Funding Agreement
*Agreement WQC-2025-ThurCD-00165***





BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title: Olympia Ecosystems - TCD Partnership Agreement: Amendment #1 (Vendor A)	
Lead Staff: Karin Strelloff	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>Amendment #1 describes specific SOW and deliverables to be performed by Olympia Ecosystems in support of a new grant project funded by the Department of Ecology. This project focuses on water quality data collection and restoration design in the Elwanger Creek Basin at the Deschutes Preserve, owned by Olympia Ecosystems, the other project partner.</p> <p>The grant project is titled: "Improving Water Quality in Ayer/Elwanger Creek, Phase 1" and runs from Nov.1, 2024 (Ecology's pre-approved start date) until October 1, 2027.</p> <p>Olympia Ecosystems will support restoration design, and on-the-ground coordination of riparian planting and invasive weed control as part of the project team.</p>	
Pros: Excellent project with key partners that supports TCD's work to address water quality impairments and salmon habitat improvements in the Deschutes River Watershed.	Cons: n/a
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>	
Overall Ecology grant contract is \$500,000. This subcontract for Olympia Ecosystems represents \$40,000 of that total.	
Recommended Action:	<i>What decision do you recommend the board make?</i>
approve	
Legal Review:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>	
<ol style="list-style-type: none"> 1. The original Signed Partnership Agreement between Olympia Ecosystems & TCD 2. Amendment #1 to this agreement, with grant-specific SOW 3. TCD Terms and Agreements that accompany this amendment 4. NOT INCLUDED- copy of the Ecology Grant contract funding this work. It will be submitted separately for approval. 	



Thurston Conservation District

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



MOU AMENDMENT FOR PERSONAL SERVICES:
STANDARD TERMS AND CONDITIONS

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

The parties agree as follows:

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

the District to make, a copy of any books and records upon the District's request. The Consultant shall ensure that the inspection, audit and copying right of the District is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work and services under this Agreement.

6. Compliance with Law.

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

7. Contractual Relationship.

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

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

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

9. Indemnification and Limitation of Remedies.
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3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
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3. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

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- B. Materials, methodologies, processes, and logic will be delivered to District as part of the Specific Services rendered by Consultant, and District will acknowledge said materials as instruments of service. All instruments shall become the property of District upon completion of the respective Specific Service and payment in full of monies due Consultant for that service.
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582 Tilley Court SE, Suite 152
Tumwater, WA 98501
(360) 754-3588**

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

MOU Amendment for Personal Services, Standard Terms and Conditions

Contract 2024-13

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

E. Notice. Notice of termination pursuant to Subsections B and C above shall be given by the party terminating this Agreement to the other not less than 30 days prior to the effective date of termination.

19. Previous Agreements Superseded. The terms and conditions of this Agreement supersede the terms, obligations and conditions of any existing or prior agreement between the parties regarding the subject matter of this Agreement.

21. Headings. Headings of paragraphs and section herein are for reference purposes only and are not intended to create or imply any contract terms or understandings different from or supplemental to those created by the substantive terms as written.

20. Entire Agreement. This Agreement is all of the covenants, promises, agreements and conditions, either oral or written, between the parties.



Project Name: Improving Water Quality in Ayer/Elwanger Creek, Phase 1
(Professional Services in support of WA Dept of Ecology Agreement)

Thurston Conservation District:

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

Wild Fish Conservancy:

Project Manager: Jamie Glasgow, jamie@wildfishconservancy.org, (206) 310-9302

Scope of Work

Description:

Amendment #1 to this MOU covers work to be completed by Olympia Ecosystems in support of the grant-funded project, "Improving Water Quality in Ayer/Elwanger Creek, Phase 1." Thurston Conservation District will coordinate implementation of this project, which is administered by the WA Department of Ecology via Agreement WQC-2025-ThurCD-00165. All work performed under this Amendment must comply with Thurston Conservation District's standard Personal Services Contract Terms and Conditions (Appendix A) as well as all Terms and Conditions of the Ecology Grant Contract (Appendix B). This scope of work is not intended to include any construction, reconstruction, maintenance or repair work, including any building maintenance or offsite specialty fabrication work.

Details:

Task 2. Olympia Ecosystems will provide input to Wild Fish Conservancy for water quality monitoring plan development and activities (described in the Grant Agreement, Tasks 2.1-2.6). Olympia Ecosystems will help to complete Tasks 2.7 and 2.8, supporting site assessment and restoration plan development, including identification and prioritization of restoration actions to improve water quality in the Ayer/Elwanger Creek subbasin. Activities will include, but are not limited to, site visits, project meetings, and final report preparation.

Task 3. Olympia Ecosystems will help to coordinate and oversee riparian buffer implementation work in partnership with Thurston Conservation District.

Budget: Not to exceed \$40,000.00.

- Water Quality and Restoration Planning; Collaborative Meetings; Quarterly project reporting; Riparian Restoration and Invasive Control Activities: \$40,000

Duration: November 1, 2024 through October 1, 2027.

Daniel Einstein
Land Conservation Director
Olympia Ecosystems

Date

Sarah Moorehead
Executive Director
Thurston Conservation District

Date

Amendment #1 to Memorandum of Understanding Between
Olympia Ecosystems and
Thurston Conservation District (TCD)
Agreement Number: 2024-14



Appendix A:
Thurston Conservation District
MOU Amendment for Personal Services
Terms and Conditions

Amendment #1 to Memorandum of Understanding Between
Olympia Ecosystems and
Thurston Conservation District (TCD)
Agreement Number: 2024-14



Appendix B:
Reference Copy of Project Funding Agreement
Agreement WQC-2025-ThurCD-00165





BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title: Contract: WQC-2025-ThurCD-00165 Ecology Centennial Grant Award: Improv	
Lead Staff: Karin Strelloff	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>Improving Water Quality in Ayer/Elwanger Creek, Phase 1 This project addresses water quality concerns and perform riparian restoration activities on Ayer/Elwanger Creek, a tributary to the Deschutes River. Ayer/Elwanger Creek is identified in the Deschutes River TMDL report as impaired by a combination of pH, dissolved oxygen, and temperature. TCD will complete a site assessment and restoration plan to respond to water quality concerns. Phase 1 initiates baseline monitoring, invasive weed control and planting of riparian vegetation. Phase 1 activities include partners Olympia Ecosystems (the Deschutes Preserve property owner) and Wild Fish Conservancy.</p>	
Pros: Excellent project benefiting salmon habitat, wetland restoration, water quality, water quantity, flood mitigation, and numerous partners. Riparian projects funded by Ecology become eligible for up to an additional 10 years of continued funding for ongoing project work. This grant was structured as "phase 1" of the project to allow continued work for the next decade.	Cons: n/a
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>	
\$500,000 in new grant funding will support habitat staff and TCD's restoration crew.	
Recommended Action:	<i>What decision do you recommend the board make?</i>
Approve the grant award.	
Legal Review:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>	
Attached is a final draft of the grant contract for consideration. Once approved by TCD's BOS, a digital signature will be coordinated by the WA Department of Ecology.	





Agreement No. WQC-2025-ThurCD-00165

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

THURSTON CONSERVATION DISTRICT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and Thurston Conservation District, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Improving Water Quality in Ayer/Elwanger Creek, Phase 1
Total Cost:	\$500,000.00
Total Eligible Cost:	\$500,000.00
Ecology Share:	\$500,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	11/01/2024
The Expiration Date of this Agreement is no later than:	10/31/2027
Project Type:	Nonpoint Source Activity

Project Short Description:

The RECIPIENT will address water quality concerns and perform riparian restoration activities on Ayer/Elwanger Creek, a tributary to the Deschutes River. Ayer/Elwanger Creek is identified in the Deschutes River TMDL report as impaired by a combination of pH, dissolved oxygen, and temperature. The RECIPIENT will complete a site assessment and restoration plan to respond to water quality concerns. Phase 1 initiates baseline monitoring, invasive weed control and planting of riparian vegetation.

Project Long Description:

The RECIPIENT, with partners Olympia Ecosystems (landowner) and Wild Fish Conservancy, will complete phase 1 of a multi-phased project to address known water quality impairments in Ayer/Elwanger Creek, a tributary to the Deschutes River. The RECIPIENT will use a science-based foundation of site assessment and data collection, followed by restoration plan development and the first phase of implementation to address water quality impairments. Restoration

Agreement No: WQC-2025-ThurCD-00165
Project Title: Improving Water Quality in Ayer/Elwanger Creek, Phase 1
Recipient Name: Thurston Conservation District

activities to be implemented with this agreement will be 8 acres of riparian planting and invasive weed control.

Ayer/Elwanger Creek is located within a 367-acre former dairy. In addition to Ayer/Elwanger Creek (Creek), the property also includes one mile of Deschutes River shoreline with extensive floodplains, forestland, and wetlands. Known as the Deschutes Preserve, the site is now permanently protected by Olympia Ecosystems (as of December 2022). Ayer/Elwanger Creek is an important tributary to the Deschutes River and is in the middle of the property. The 1.24-mile creek, fed by cold water seeps and springs, flows through a low-gradient complex of wetlands and forested floodplain to join a side channel of the mainstem Deschutes River. Much of the basin is dominated by invasive reed canary grass and Himalayan blackberry. Original native riparian vegetation along the creek and its side channels was removed to facilitate past livestock grazing, and the creek was modified to improve site drainage for past agriculture.

This property is critical to water quality in the Deschutes River. ECOLOGY's TMDL report recommends significant pH, dissolved oxygen (DO), and temperature reduction targets in Ayer/Elwanger Creek basin, including a 79% effective shade target. In Appendix F-Deschutes River Tributaries TMDLs Technical Analysis (pp 6-8), monitoring showed summer temperatures ranging from 4.5 to 18.8 degrees Celsius. Shade modeling found the Creek to have an average effective shade deficit of 45% (Table 6, p 11); most of the tributary is mapped with at least a 25%-50% deficit; large stretches have a 100% deficit (Map, p 14). The TMDL report also noted that Ayer/Elwanger Creek had the lowest minimum dissolved oxygen (DO) of the tributaries (p 18). Low DO is exacerbated by warm water temperatures, while factors like channel modifications that reduce reaeration and photosynthesis by excess algae can also reduce DO concentrations and impact pH (Appendix F, p 16). "When mature native vegetation is restored along a riparian corridor of a stream, shade is increased, which filters solar radiation, reduces stream temperatures, and limits nuisance phytoplankton and benthic algae." Restoration can also improve the riparian microclimate, cooling both air and stream temperatures under the canopy, and naturally restore channel characteristics over time, such as narrowing of the channel and increasing sinuosity (TMDL Appendix F, p 9). There is a critical opportunity to focus on riparian restoration to address water quality impairments and the temperature TMDL.

The RECIPIENT will develop a phased restoration strategy, using science-based site assessment, data collection, and planning that will span pre-post restoration actions. Tools such as high-resolution LIDAR will reveal the current physical structure of the Creek, enabling exploration of process-based restoration strategies such as targeted beaver dam analogs and/or pile assisted log jams that increase onsite water storage, provide stormflow attenuation, and increase flow path complexity and DO. The planning process will include invasive weed control and planting plans. Implementation actions for Phase I focus on riparian restoration, with planting on at least eight acres and invasive weed control on four acres. Assessment work will establish a baseline to inform planning and to follow water quality metrics over time to determine the effectiveness of restoration actions and where additional interventions might be required.

Overall Goal:

The overall goal is to address identified WQ impairments and to evaluate the effectiveness of treatments through monitoring. As stated in the SFY 2025 Guidelines, "water quality monitoring before and during implementation and after project completion is critical for tracking environmental and project results." The project team will synthesize existing data from the Ayer/Elwanger Creek basin and supplement it with continuous water quality data collected at three sites between 2025 – 2027. Parameters include temperature, pH, and DO: impairments identified in its Total Maximum Daily Load (TMDL) report. The team will characterize the existing conditions of surface waters, providing the baseline data necessary to track the effectiveness of actions and BMPs over time. In addition to providing the means to track progress toward meeting impairment reduction targets, the WQ data may also help identify and prioritize impairment sources so they can be more effectively addressed.

Agreement No: WQC-2025-ThurCD-00165
Project Title: Improving Water Quality in Ayer/Elwanger Creek, Phase 1
Recipient Name: Thurston Conservation District

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Agreement No: WQC-2025-ThurCD-00165
 Project Title: Improving Water Quality in Ayer/Elwanger Creek, Phase 1
 Recipient Name: Thurston Conservation District

RECIPIENT INFORMATION

Organization Name: Thurston Conservation District

Federal Tax ID: 91-1011612
 UEI Number: RFVSKKZZLNU4

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

Contacts

<p>Project Manager</p>	<p>Karin Strelieff Conservation Program Manager</p> <p>582 Tilley Court SE Tumwater, Washington 98501 Email: karin@thurstoncd.com Phone: (360) 754-3588</p>
<p>Billing Contact</p>	<p>Susan Shelton Finance & Admin Manager</p> <p>582 Tilley Court, SE Suite 152 Tumwater, Washington 98501 Email: accounting@thurstoncd.com Phone: (360) 742-2313</p>
<p>Authorized Signatory</p>	<p>Sarah Moorehead Executive Director</p> <p>582 Tilley Rd SW Suite #152 Tumwater, Washington 98501 Email: smoorehead@thurstoncd.com Phone: (360) 754-3588</p>

Agreement No: WQC-2025-ThurCD-00165
 Project Title: Improving Water Quality in Ayer/Elwanger Creek, Phase 1
 Recipient Name: Thurston Conservation District

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Ben Watson</p> <p>PO Box 47775 Olympia, Washington 98504-7775 Email: BWAT461@ecy.wa.gov Phone: (360) 480-9358</p>
<p>Financial Manager</p>	<p>Laurie Webster</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: lcon461@ecy.wa.gov Phone: (360) 628-1989</p>

Agreement No: WQC-2025-ThurCD-00165
 Project Title: Improving Water Quality in Ayer/Elwanger Creek, Phase 1
 Recipient Name: Thurston Conservation District

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$33,200.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). If the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Recipient Task Coordinator: Karin Strelloff

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

Agreement No: WQC-2025-ThurCD-00165
Project Title: Improving Water Quality in Ayer/Elwanger Creek, Phase 1
Recipient Name: Thurston Conservation District

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$67,500.00

Task Title: Environmental Monitoring

Task Description:

A. The RECIPIENT will submit a Quality Assurance Project Plan (QAPP), which will guide all monitoring activities, to the ECOLOGY Project Manager (PM). This plan will be reviewed and must be approved and signed by the ECOLOGY PM, the ECOLOGY Environmental Assessment Program (EAP) Quality Assurance Officer, the QAPP author, and other ECOLOGY and RECIPIENT staff, prior to initiating monitoring activities. Any activities conducted before the QAPP is approved and fully signed are not eligible for reimbursement.

B. The RECIPIENT will conduct a water quality monitoring project including the following activities:

1. Water Quality Monitoring

a. Water temperature data will be recorded hourly at 13 sites according to the approved project QAPP.

b. Dissolved Oxygen, pH, and Temperature

i. Dissolved oxygen, pH, and temperature will be recorded hourly at three sites according to the approved project QAPP.

ii. Project staff will manually collect additional DO, pH, and temperature data at un-instrumented sites throughout the project area.

2. Water Quality Data Use

a. Water quality data will be analyzed to identify contributors to impairment and create a map of problem areas that will be used for restoration planning.

b. Data will inform restoration plan development to best address water quality concerns.

C. The RECIPIENT will submit all monitoring data collected into ECOLOGY's Environmental Information Management (EIM) database annually.

D. The RECIPIENT will submit draft annual monitoring reports, within 60 days following the monitoring season to the ECOLOGY PM for review and comment (in the final year these results are reported in the final report). The reports should include a summary of the monitoring effort, quality assurance measures taken, any deviations from the QAPP, and any initial results. The RECIPIENT will respond to ECOLOGY comments and upload final versions to EAGL.

E. The RECIPIENT will submit a final monitoring analysis report to ECOLOGY, at least 30 days before the end date of the agreement, for review and approval prior to closing out the grant. The final report should include an overview of the entire monitoring effort, quality assurance measures taken, results, interpretation, and a discussion of how the results will be used. The RECIPIENT will respond to ECOLOGY comments and upload the final version to EAGL.

F. The following equipment will be eligible for purchase through this project: temperature, pH, and DO loggers; and a handheld YSI meter. The total cost of all equipment purchased under this task will not exceed \$12,500. Changes in equipment type or any additional equipment purchase must have prior approval from the ECOLOGY PM to be eligible for reimbursement.

G. The RECIPIENT will repair, replace, and/or purchase additional monitoring equipment, as necessary, due to normal

Agreement No: WQC-2025-ThurCD-00165
 Project Title: Improving Water Quality in Ayer/Elwanger Creek, Phase 1
 Recipient Name: Thurston Conservation District

attrition of existing equipment, to facilitate monitoring and provide accurate data.

H. The following training will be eligible for payment through this project: monitoring methodology, data management, and related topics. The total cost of all training under this project will not exceed \$1,000. Changes or modifications must have prior approval from the ECOLOGY PM to be eligible for reimbursement. Any training not specifically identified in this agreement or not approved by the ECOLOGY PM prior to attendance will be ineligible for reimbursement.

Task Goal Statement:

This task calls for the collection of temperature, DO, and pH data to create and inform a plan designed to improve water quality within Ayer/Elwanger Creek.

Task Expected Outcome:

The task outcome will be high quality water quality data collected following an approved QAPP and successfully uploaded into EIM, and associated reports.

Environmental Monitoring

Deliverables

Number	Description	Due Date
2.1	QAPP. Submit to the ECOLOGY PM for review and approval. Upload a copy of the final approved and signed QAPP into EAGL prior to any monitoring activities.	
2.2	Data collection. Install 13 data loggers and collect daily temperature, DO, and pH data in upper reaches of Ayer/Elwanger Creek. Spot check real-time temperature, DO, and pH using handheld YSI meter as warranted by site conditions and observations. Include photos and summary in final report.	
2.3	Monitoring data. Submit into ECOLOGY's EIM database annually. Notify the ECOLOGY PM once data has been successfully uploaded.	
2.4	Annual monitoring reports. Submit a draft annual monitoring report to the ECOLOGY PM within 60 days following monitoring season, for review and feedback. Upload approved annual monitoring reports to EAGL.	
2.5	Final monitoring analysis report. Submit a draft to the ECOLOGY PM, at least 30 days prior to the agreement end date, for review and approval. Upload the final, approved report to EAGL.	
2.6	Water quality hotspots. Map of water quality hotspots and/or change over the course of the project. Upload map to EAGL.	
2.7	Contract documents. Upload to EAGL and notify ECOLOGY PM when upload is complete.	

Agreement No: WQC-2025-ThurCD-00165
Project Title: Improving Water Quality in Ayer/Elwanger Creek, Phase 1
Recipient Name: Thurston Conservation District

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$399,300.00

Task Title: Restoration Planning and Riparian Buffer

Task Description:

A. The RECIPIENT will complete the following planning activities and submit all required documents to the ECOLOGY PM for review and approval, and upload to EAGL, prior to signatures (where required) and beginning work at each site:

1. A signed landowner agreement (LOA) for privately owned property for each project site that is consistent with the SFY 2025 Funding Guidelines.
2. An ECOLOGY Cultural Resources Review Form and an Inadvertent Discovery Plan (IDP) for each project site. The RECIPIENT will not initiate any work onsite, including site preparation activities, until consultation is completed and a written notice to proceed is received from ECOLOGY.
3. Attestation or evidence that all permitting and State Environmental Policy Act (SEPA) requirements of federal, state, and local laws and ordinances have been fulfilled.
4. A Riparian Planting and Stewardship Plan, for each project site. Use a template approved or provided by the ECOLOGY PM. Include stewardship activities for maintenance and monitoring of installed plantings and other structures in the short-term (5 years) and long-term (10-years). Detail separate landowner and RECIPIENT responsibilities. The RECIPIENT will submit each plan to the ECOLOGY PM for approval prior to implementation.
5. An ECOLOGY BMP Approval Form for each site where BMPs will be installed. The form will be submitted with, all site-specific plans/designs, maps, and other supporting documents.

B. The RECIPIENT will conduct a site assessment and survey to characterize existing conditions. The assessment will include the following components:

1. Wetland assessment/delineation.
2. Stream channel mapping using unmanned aerial vehicles (UAVs) equipped with LiDAR technology.
3. Water temperature mapping using UAVFLIR, or Forward-Looking Infrared technology.
4. Multispectral imagery identifying and mapping the distribution of plant species (native and non-native).

C. The RECIPIENT will manage invasive weeds on 4 acres and install 10,000 native, riparian plants along 800 linear stream feet of Ayer/Elwanger Creek to form a 215-foot-wide, 8-acre riparian buffer. These activities will comply with the requirements found in Appendix J of the SFY 2025 Funding Guidelines. This restoration will occur within a 367-acre site owned by Olympia Ecosystems that was once managed as a dairy farm and is known as the Deschutes Preserve.

D. The RECIPIENT will conduct project effectiveness monitoring and provide appropriate maintenance in accordance with the Stewardship Plan to meet the outcome objectives of the Riparian Planting and Stewardship Plans. The RECIPIENT will report the outcomes of planting toward meeting objectives in progress reports and the Recipient Close Out Report (RCOR) (Task 1).

E. The RECIPIENT will submit an updated project schedule and cost estimate to ECOLOGY within 30 days of major changes or report minor changes with the quarterly reports. When changes in the construction schedule affect previous cost estimates, the RECIPIENT must submit revised cost estimates to ECOLOGY.

F. The following will be eligible for purchase through this project: two field laptops and a walk behind flail mower. The total

Agreement No: WQC-2025-ThurCD-00165
Project Title: Improving Water Quality in Ayer/Elwanger Creek, Phase 1
Recipient Name: Thurston Conservation District

cost of all equipment purchased under this task will not exceed \$6,000. Changes in equipment type or any additional equipment must have prior approval from the ECOLOGY PM.

Task Goal Statement:

The task goal is to provide cleaner water and to stabilize streambanks by planting a 215-foot-wide riparian buffer along Ayer/Elwanger Creek.

Task Expected Outcome:

Restoration of 4 acres on at least 800 linear feet along Ayer/Elwanger Creek with a 215-foot-wide riparian buffer.

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Agreement No: WQC-2025-ThurCD-00165

Project Title: Improving Water Quality in Ayer/Elwanger Creek, Phase 1

Recipient Name: Thurston Conservation District

Restoration Planning and Riparian Buffer**Deliverables**

Number	Description	Due Date
3.1	Signed Landowner Agreement (LOA). Provide a template agreement to the ECOLOGY PM for approval before obtaining landowner signature. Upload a signed LOA for each site to EAGL prior to implementation.	
3.2	Cultural resources review requirements. Email the Ecology Cultural Resources Review Form and any supplemental cultural resource documentation, including surveys, to the ECOLOGY PM. Upload an IDP for each site to EAGL, prior to project installation (do NOT upload any other cultural resources related documents to EAGL).	
3.3	Required permitting. Upload documentation to EAGL that shows all permit requirements are met for each site, prior to project installation.	
3.4	Riparian Planting and Stewardship or Site-Plan. Submit a draft plan, for each site, to the ECOLOGY PM for review and approval. Upload the final plan to EAGL prior to project installation.	
3.5	BMP Approval Form. Complete and submit to the ECOLOGY PM for each implementation site with associated site plans, maps, and supporting documentation. Upload an approved, signed copy to EAGL, prior to BMP installation.	
3.6	Metric tracking. Include locations, number of acres, and number of landowners, and BMP type in the Recipient Close Out Report (RCOR), Task 1.	
3.7	Riparian buffer implementation. Conduct invasive weeds control on at least 4 acres and install 10,000 native, riparian plants along 800 linear stream feet of Ayer/Elwanger Creek to form an 8-acre riparian buffer. Report progress in progress reports and final results in the RCOR, Task 1.	
3.8	Vegetation monitoring and maintenance. Provide appropriate monitoring and maintenance to achieve objectives for percent survival, or density, (or other objective as identified in plan). Provide monitoring and maintenance results in progress reports and final plant survival and density in the RCOR Task 1.	
3.9	Site assessments, surveys, and Restoration Plan. Develop assessments of each site's impacts on water quality conditions and opportunities for water quality improvement. Upload Restoration Plan to EAGL capturing any critical information and management conclusions stemming from site surveys and assessments.	
3.10	Revised schedule and cost estimates when changes in project occur. Upload to EAGL and notify ECOLOGY PM.	
3.11	Contract documents. Upload to EAGL and notify ECOLOGY PM when upload is complete.	

Agreement No: WQC-2025-ThurCD-00165
 Project Title: Improving Water Quality in Ayer/Elwanger Creek, Phase 1
 Recipient Name: Thurston Conservation District

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Centennial Clean Water	0.00 %	\$ 0.00	\$ 500,000.00	\$ 500,000.00
Total		\$ 0.00	\$ 500,000.00	\$ 500,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

Agreement No: WQC-2025-ThurCD-00165
Project Title: Improving Water Quality in Ayer/Elwanger Creek, Phase 1
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“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

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“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing

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business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing

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the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

- i. No hazardous substances were found on the site, or
- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other

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public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. "Section 319 Initial Data Reporting" form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute

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endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section

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70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the

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performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron

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or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a

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365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment

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to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for

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bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct.

There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

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R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings,

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maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or

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services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <<https://sam.gov/SAM/>> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

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other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

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decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

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ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

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RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

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If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title: NACD JBLM Sentinel Landscape Program Amendment 4 Funding Agreement	
Lead Staff: Marguerite Abplanalp	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 is the 4th amendment to our existing contract with NACD to support technical assistance, training and our equipment rental program. The total cost of this amendment is \$75,000 and ends on December 31st, 2025.</p>	
Pros: This funding will support planned training, technical staff and important services such as our equipment rental program.	Cons: None - this funding is already included in the 2025 budget
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>	
<p>This provides small but important funding for technical assistance and training. There is no cost to the District to receive this next installment of funds, it is a continuation of an existing project and is not reliant on other projects/programs.</p>	
Recommended Action:	<i>What decision do you recommend the board make?</i>
Approve	
Legal Review:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>	
<p>NACD JBLM Sentinel Landscape Program Amendment 4 NACD JBLM Sentinel Landscape Program Amendment 4 Scope of Work</p>	





Landowner Outreach and Technical Assistance Proposal

Proposal Partners:

Thurston Conservation District (Lead), USDA Natural Resources Conservation Service, Washington State University Thurston County Extension, USFWS Partners for Fish and Wildlife Program and Ecostudies Institute.

Funding Request:

\$888,225.00 over 3 years (Year 1: \$284,039; Year 2: \$295,786; Year 3: \$308,400)

Proposal Overview:

Thurston Conservation District seeks funding for landowner outreach through mixed media, educational workshops and direct engagement to develop and share novel technical resources, tools and programs available that further the goals of the Partnership. Additionally, funding will connect JBLM with local farm cooperatives and support the transitioning of Veterans into the local farming community. Funds will add critical capacity to provide site specific technical assistance, conservation planning and conservation practice implementation for landowners, in support of agricultural viability, species conservation, and military readiness goals. This increased capacity will also support the development of programs to enhance the economic viability of farmers participating in conservation work. This project addresses the following implementation plan actions: 1.3.1, 1.3.2, 2.1.2, 2.1.3, 2.2.2, 2.3.1, 2.3.2, 2.4.1, 2.5.1, 2.5.2, 2.6.1, 3.2.1, 3.3.3., 4.1.2, 4.1.5, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.3.1, 5.1.4. The project is ready to proceed and scalable over three years. Year 1 will focus on landowner outreach and engagement, mixed media program and technical resource development and advertising, landowner feedback, site-specific technical assistance, project development and educational program planning. Year 2 will include continued outreach and engagement, along with educational opportunities (i.e. workshops, virtual offerings, tours, etc.) and beginning conservation practice implementation. Year 3 will continue this work, with a heavy focus on conservation practice implementation. Timelines and details on activities involving the livestock producer association and prairie-friendly label development provided in Attachment A (pg. 8-12). Project budget is outlined in the table below, including matching funds provided by Thurston Conservation District and partner organizations. Contractual funds support partner organizations (WSU Extension and Ecostudies Institute (ESI)) to participate in technical resource development for landowners, landowner outreach, educational efforts, development of a prairie-friendly agricultural product label and establishment of a livestock producer association. Matching funds (\$889,269) will be used to fund conservation practice implementation and additional technical assistance for project development.

Tasks and Timeline:

	Year 1	Year 2	Year 3
Landowner Outreach & Communication	1. Send outreach mailings to 2,000 residents.	1. Send outreach mailings to 2,000 residents.	1. Send outreach mailings to 2,000 residents.



	<ul style="list-style-type: none"> 2. Post 100 physical flyers. 3. Facilitate 4 paid ads. 4. Conservation easement outreach developed and distributed. 	<ul style="list-style-type: none"> 2. Post 100 physical flyers. 3. Facilitate 4 paid ads. 4. Mitigation credit/debit outreach developed and distributed. 	<ul style="list-style-type: none"> 2. Post 100 physical flyers. 3. Facilitate 4 paid ads. 4. Easement outreach updated.
Technical Education	<ul style="list-style-type: none"> 5. Conduct 150 site visits. 6. Host 6 workshops. 7. Train 10 transitioning Veterans in whole-farm planning 	<ul style="list-style-type: none"> 4. Conduct 100 site visits. 5. Host 6 workshops. 6. Train 10 transitioning Veterans in whole-farm planning 	<ul style="list-style-type: none"> 4. Conduct 50 site visits. 5. Host 6 workshops. 6. Train 10 transitioning Veterans in whole-farm planning
Project Planning & Implementation	<ul style="list-style-type: none"> 7. Develop 5 conservation plans. 8. Recommend 50 Best Management Practices. 9. Establish JBLM institutional food buyers as regular SW WA Food Hub customers 	<ul style="list-style-type: none"> 6. Develop 15 conservation plans. 7. Recommend 150 Best Management Practices. 8. Implement 2 conservation projects. 9. Provide feasibility report for establishing JBLM farmers' market 	<ul style="list-style-type: none"> 6. Develop 10 conservation plans. 7. Recommend 100 Best Management Practices. 8. Implement 3 conservation projects. 9. Provide feasibility report for providing local farm produce to JBLM schools
Livestock Producer Network & Prairie-Friendly Agricultural Product Label	10. <i>See attachment A (pg. 8 – 12)</i>	10. <i>See attachment A (pg. 8 – 12)</i>	10. <i>See attachment A (pg. 8 – 12)</i>

Outputs and Outcomes:

Landowner Outreach and Communication – Communication objectives include: (1) Develop and share information about the JBLM Sentinel Landscape Partnership (SLP), including a technical resource guide for conservation on rural and working lands that is applicable to the Sentinel

Landscape, (2) Develop and share resources available to landowners from partner organizations that support the objectives of the JBLM SLP, (3) Send invitations to educational trainings and community engagement opportunities, (4) Report back to the community on successful conservation achievements as a result of private landowner engagement, (5) Targeted outreach around the Ag Easement Staircase and a conservation resource guide for rural and working lands.

To accomplish these communication objectives the partners will:

- X Send a total of 6,000 outreach postcards (or other informational mailings).
- X Distribute 300 informational physical posters/flyers to visible community locations.
- X Facilitate 12 paid advertisements using radio, print and social media avenues.
- X Develop a resource guide to support conservation on rural and working lands that is directly applicable to the Sentinel Landscape.

Technical Education

Technical education objectives include: (1) In-depth understanding of individual landowner/operator eligibility for federal, state and local conservation programs, (2) Assistance in applying for/enrolling in conservation programs, (3) Training on management-based Best Management Practices (ex. conservation grazing, pasture management, etc.), (4) Community-driven focus groups to support the Ag Easement Staircase development process, and (5) Establishment of new Veteran-owned farming businesses within the landscape.

To accomplish these technical education objectives the partners will:

- X Conduct a minimum total of 300 site visits to private landowners/operators within the JBLM SLP geography.
- X Host a minimum of 18 workshops for landowners/operators focusing.
- X Conduct annual 12-week training courses for new farmers and offer 30 scholarships to military Veterans.

Project Planning and Implementation

Project planning and implementation objectives include: (1) Identifying natural resource concerns and priorities for on-farm conservation strategies, (2) Conservation plan development and conservation practice design, (3) Project funding identification and application, (4) Conservation practice implementation, and (5) Increased JBLM participation in the local food marketplace.

To accomplish these project planning and implementation objectives the partners will:

- X Develop a minimum of 30 conservation or individual stewardship plans for landowners/operators.
- X Recommend a minimum of 300 Best Management Practices to address natural resource concerns, improve listed species habitat and enhance the viability of agricultural operations.
- X Implement a minimum of 5 conservation practices that address natural resource concerns, improve listed species habitat and enhance the viability of agricultural operations.
- X Establish JBLM food buyers within local Food Hubs.
- X Provide feasibility reports and lay the groundwork for a JBLM farmers' market and a JBLM farm-to-school program.

Livestock Producer Network & Prairie-Friendly Agricultural Product Label

Project details and timeline included in **Attachment A**.

Partner Responsibilities:

Thurston Conservation District (Lead) – TCD will serve as the lead partner and fiscal agent on this project, working in collaboration with all project partners to achieve the implementation goals listed within the project. In addition, TCD will co-lead landowner education and outreach efforts, including mixed media outreach to the community and co-hosting educational workshops. TCD will take on the primary role of supporting landowners providing technical assistance and conservation planning to identify natural resource concerns. TCD will co-lead the designing and implementation of conservation practices. TCD will provide match through direct cost-share implementation (\$100,000). Implementation plan actions addressed: 2.1.2, 2.1.3, 2.3.1, 2.3.2, 2.6.1, 3.2.1, 4.1.2, 4.1.5, 4.2.1, 4.2.2, 4.2.3, 4.2.4.

WSU Extension Thurston County – WSU will co-lead landowner education and outreach efforts, including mixed media outreach to the community and co-hosting educational workshops. In addition, WSU will lead specific outreach and educational efforts around the Ag Easement Staircase and whole farm planning. Additionally, WSU will lead efforts to connect JBLM food buyers with local farmers through connections with food hubs, exploration of a JBLM farmers' market and assessment of farm-to-school programs on base. WSU will continue to support additional efforts of the project as applicable to ensure a clear, cohesive and unified approach to engaging community members. WSU will provide in-kind match for educational activities (\$5,000). Implementation plan actions addressed: 1.3.1, 1.3.2, 2.2.2, 2.3.1, 2.3.2, 2.4.1, 2.5.1, 2.5.2, 3.3.3, 4.2.3, 4.3.1, 5.1.4.

USDA Natural Resources Conservation Service – NRCS will co-lead the design and implementation of conservation practices on private lands. In particular, NRCS will lead the implementation of conservation practices funded through the Environmental Quality Incentives Program (EQIP). This program will provide match at an estimated total of (\$600,000).

Partners for Fish and Wildlife Program – PFWP will support landowner outreach and education including mixed media outreach to the community and co-hosting educational workshops. PFWP will support technical assistance to landowners and the implementation of conservation practices on private lands. This program will provide in-kind match through supporting outreach activities and technical assistance at an estimated total of (\$70,270).

Ecostudies Institute – ESI will lead the prairie-friendly marketing label development, the development of outreach materials, marketing report and co-development of conservation grazing plans and templates. In addition, ESI will support workshops, webinars and the objectives of the grassland grazing association. ESI will provide match at an estimated total of (\$80,000) through Western SARE.

Implementation Plan Actions Addressed:

Over the course of three years, TCD plans to lead and/or contribute to the following Sentinel Landscape Partnership Implementation Plan actions, together with our partners:

Action 1.3.1 – By 2020, develop and finalize the Conservation Easement Staircase (Staircase) outreach product, a suite of incentive programs and other resources that provides a variety of options for agricultural landowners to continue ranching or farming while providing conservation benefits.

Action 1.3.2 – By 2021, complete expanded Staircase, adding more details to each step (in order of increasing conservation commitment: Legacy Ag, Bronze, Silver, Gold, Platinum) and expanding on information and concepts relating to conservation practices, essential easement components, mitigation potential, and species habitat requirements.

Action 2.1.2 – Assist partners with developing other streamlined regulatory processes to help them ensure their incentive programs are effective for land conservation.

Action 2.1.3 – Develop concept of a landowner “one-stop-shop” approach for all available incentive programs within the Sentinel Landscape.

Action 2.2.2 – Link mitigation tools for buyers and sellers with Agricultural Easement Staircase actions in Strategy 1 - Rural Lands Protection (Actions 1.2.1 and 1.2.2).

Action 2.3.1 – Over the next 3 years, support the Partnership Liaisons (Agriculture, Veterans) and their activities, such as the Voluntary Stewardship and Agri-Preneur Business Planning Programs, to support Partnership objectives.

Action 2.3.2 – Enhance capacity for veterans’ programs that connect veterans with farming- and conservation-oriented career development and business opportunities.

Action 2.4.1 – Develop or adapt a brand certification program for conservation grazing, including a review of successful programs elsewhere, such as the Grassland Alliance.

Action 2.5.1 – Link food sellers and buyers

Work with South Sound Food Network's Food Hub to better link food sellers and buyers within the Sentinel Landscape.

Action 2.5.2 – Identify indicators of readiness and capacity for establishing a farm-to-school program within Sentinel Landscape communities. Create a Work Group to evaluate and develop next steps.

Action 2.6.1 – Create a program to meaningfully acknowledge landowner conservation efforts in a way that's visible to the public.

Action 3.2.1 – Restore 100 acres of prairie on conservation lands towards suitable habitat for listed and at-risk species.

Action 3.3.3 – Expand and increase Partnership personnel to provide technical assistance on conservation grazing on working lands.

Action 4.1.2 – Develop an inventory of landowners interested in participating in programs.

Action 4.1.5 – Identify targeted opportunities for communication and outreach.

Action 4.2.1 Utilize existing Partner programs to reach out to landowners about Partnership's technical assistance and funding opportunities, such as NRCS Farm Bill programs, USFWS Partners for Fish and Wildlife Program, and Thurston County's Voluntary Stewardship Program and provide the menu of easement types developed by the SL Partners.

Action 4.2.2 Utilize Partnership's existing agricultural liaison (Thurston Conservation District staff), as a means of linking people with Partnership programs and facilitating enrollment in, or application of, various assistance programs.

Action 4.2.3 Hold workshops and outreach events, such as those held in 2019 by Washington State University, about management practices that demonstrate compatibility between agriculture and conservation.

Action 4.2.4 – Utilize on-farm technical assistance, such as the Thurston Conservation District's Individual Stewardship planning, as a means to promote and provide access to conservation programs.

4.3.1 – Reach out to veterans about programs to help them start and maintain agricultural and conservation businesses.

Action 5.1.4 – Secure funding for Liaison Positions to support implementation of Strategies 2 and 3.

Budget:

	Year 1	Year 2	Year 3	Total
Salaries & Benefits	\$141,246	\$149,860	\$159,145	\$450,251
Supplies & Mileage	\$5,000	\$5,000	\$5,000	\$15,000
Contractual	\$102,481	\$103,461	\$104,468	\$310,411
25% Overhead*	\$35,312	\$37,465	\$39,786	\$112,563
Total Request	\$284,039	\$295,786	\$308,400	\$888,225
Estimated Match**	\$228,423	\$330,423	\$330,423	\$889,269
Total Project Costs	\$512,462	\$626,209	\$638,823	\$1,777,494

Total Request: \$888,225.00

Total Project Costs: \$1,777,494.00

Budget Detail:

- X Salaries & Benefits – Includes 1 FTE for technical assistance, planning and project development, .5 FTE for community outreach and educational efforts, and .05 FTE for project engineering support.
- X Supplies and Mileage – Includes mileage for landowner site visits, printed outreach materials, postage for outreach mailings, paid advertising and workshop supplies.
- X *Overhead – TCD standard 25% overhead rate. In the event that a federally negotiated overhead rate is necessary, TCD will proceed with the Federally recognized 10% de minimis rate.
- X ** Funds include in-kind match from listed partners and complimentary funding provided by the Western Sustainable Agricultural Research and Education (SARE) Research to Grassroots Grant. Matching funds dependent upon actual NRCS EQIP signups, other cost share funding implementation and availability of allocated funds in specific programs of landowner interest.

Attachment A:

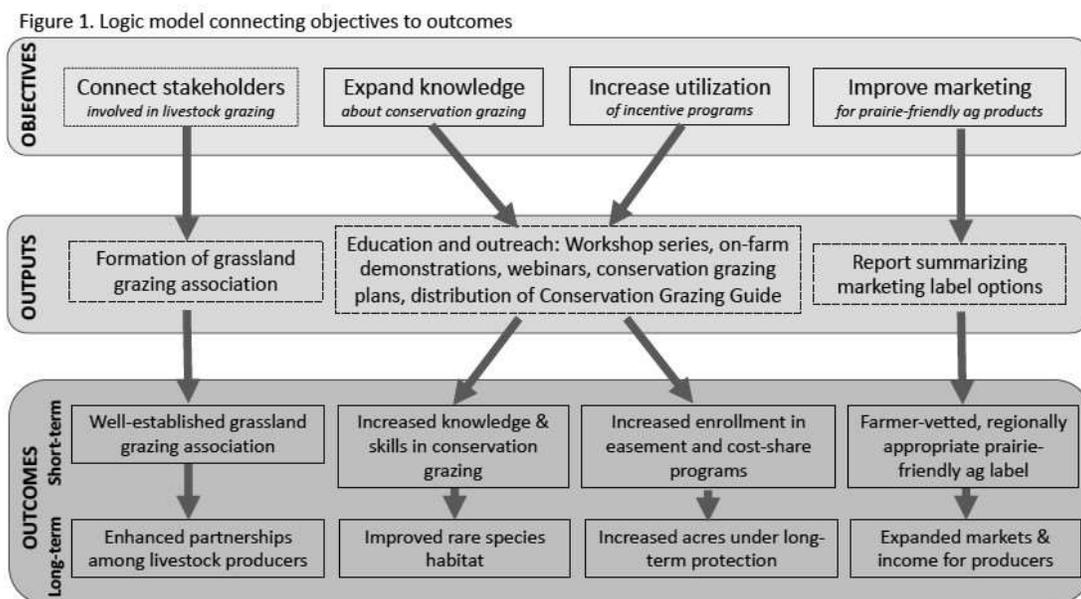
Expanding conservation and economic opportunities through a livestock producer network and development of prairie-friendly agricultural product label.

Project Overview

Overview of Project / Project Summary (Short Description – 1 paragraph): To build effective conservation incentive programs for the agricultural community and implement conservation grazing research findings on working lands, a broad education and outreach strategy must be utilized to engage the landowners, producers, funders, regulatory agencies and conservation professionals. Ecostudies Institute, along with a suite of regional partners, will initiate a livestock producer-led regional grassland grazing association focused on sharing the principles, practices and programs that support both sustainable livestock production and rare species habitat. This association will be supported by an interdisciplinary team that will develop and host at least four outreach events (online and in-person workshops, webinars and on-site demonstrations) annually, driven by the needs and interests of regional livestock producers. In tandem with outreach efforts, we will conduct research on innovative marketing approaches for region-specific prairie-friendly agricultural products. A report summarizing certification programs and other case studies of marketing labels for conservation operations from around the world will be provided to the grassland grazing association for review and adoption.

Project Description

Full Project Description/Scope of Project and Need: Farmland and prairies in southwest Washington are threatened, having contracted by over 100,000 acres (65% reduction) and 165,000 acres (>90% reduction), respectively over the past 100 years. Both contribute ecologically, economically, socially, and culturally to the region. Several recent efforts have identified a striking opportunity to build a coalition for conservation on grazed grassland around a motivated ranching community. A 2018-2020 WSARE evaluation of species protection on working prairie land, the Thurston County Habitat Conservation Plan



(HCP) and the Sentinel Landscape group all suggest large-scale funding and key partnerships are within reach to protect habitat and working lands in southwest Washington. Utilizing existing local data and knowledge, partnerships, and regulatory infrastructure, we will support development of a rancher-led association and coordinate a strategic conservation grazing education and outreach plan. This team will host farm tours, demonstrations, webinars and workshops to share conservation grazing principles and practices, information about incentive programs and farmer-prioritized marketing strategies for prairie-friendly products. This will support relationships in the grassland grazing community, protect working lands, enhance habitat for endangered species, and generate economic opportunity for producers (Figure 1).

This project aims to share information across agencies, disciplines and cultures, while also strengthening the livestock producer community in southwest Washington. While agriculture-based committees and organizations exist, none are focused on livestock producers, with the specialized needs, challenges and opportunities that exist within that community. Due to the fact that most grazing lands in southwest Washington are located on remnant prairies, these ranchers have the unique challenge of managing a successful business while also protecting endangered species on their property. By creating a venue for information sharing, easy access to cost-share and funding opportunities, and enhanced community support, we hope to generate both business and conservation gains for producers in this region, which will reduce the burden of endangered species management for the DoD. ***Our four objectives for this project include:***

1. Connect stakeholders by developing a rancher-led grassland grazing association supported by an interdisciplinary, multi-agency education and outreach team, with a minimum target of ten participating ranching businesses.
2. Expand knowledge and skills associated with conservation grazing principles and practices within the agricultural, conservation and regulatory communities, using results from previous WSARE studies, example conservation grazing management plans and a previously written and peer-reviewed Conservation Grazing Guide.
3. Increase utilization and knowledge of cost-share and easement opportunities among private landowners and document landowner interest in conservation grazing programs.
4. Improve marketing and economic opportunities for regional producers engaged in conservation programs through the development of a marketable prairie-friendly agriculture product label.

Project Tasks and Effort: To increase agriculture knowledge, skills, and adoption of conservation grazing practices, we will collaboratively develop a rancher-driven producer association and support related outreach and market development activities. We propose an outreach schedule for each year consisting of quarterly planning meetings for the multi-agency team, biannual association meetings, on-farm demonstration events, online educational webinars, topic-specific interactive workshops utilizing guest speakers, and extensive distribution of a peer-reviewed Conservation Grazing Guide developed in the previous WSARE study (Table 1). All outreach materials will provide information to support adoption of targeted conservation grazing practices evaluated in the previous WSARE study (Bramwell et al. 2019) and shown elsewhere to result in ecological enhancement. Each of the outreach methods planned for this project with the target participation is outlined below.

- A. Development of a grassland grazing association (Target participation: 15-20 grazing livestock businesses): In three years of Western SARE-funded prairie grazing research trials, a good degree of cohesion and interest among Thurston County ranchers was achieved. Rancher-collaborators on this proposal want to build on this cohesion by forming a grassland grazing association to holistically support the ecological, economic and social sustainability of grassland-based livestock enterprises. The rancher-driven association will provide a platform for networking, on-farm demonstrations, and workshop education and outreach deliverables focused on conservation grazing practices. To ensure relevance and retain the interest of members, ranchers will ‘own’ the entity with the administrative, funding, and organizational support provided by the proposal partners. Conservation grazing topics will be nested within rancher-identified educational topics to deliberately support the environmental as well as the social and economic aspects of sustainability. This addresses input from one of our rancher-collaborators that “if you only talk about butterflies and gophers, you’re going to lose the ranchers’ interest pretty quickly.” As COVID-19 conditions permit, in-person meetings with food, education, socializing, and networking will be held in winter and spring of each year (for a total of 5 meetings throughout the funding period (Table 2).
- B. Education and Outreach around Conservation Grazing – this includes:
- i. On-farm demonstration events (Target participation: 30 grazing-based livestock producers, 2 regulatory entities, 15 conservation technical service providers): Two on-farm demonstration events will be held annually (starting in 2022) at farm sites where conservation grazing strategies have been successfully implemented. Riverbend Ranch (past WSARE trial site) and Tracking Y Ranch operations are planned for 2022 demonstrations.
 - ii. Online webinars (Target participation: 30-50 grazing-based livestock producers, 3 regulatory entities, 20 conservation technical service providers): A total of five 1-hour online education webinars will be held on topics chosen by the grazing association, provided in synchronous and asynchronous (recorded) options for viewing and participation. Conservation themes will be integrated with webinar topics. Delivery method will be online/remote lecture-based content drawing primarily from guest speakers with ample time for question and answer. Both Thurston Conservation District and WSU-Extension have the technical infrastructure to support webinars.
 - iii. Workshop series (Target participation: 30 grazing-based livestock producers, 2 regulatory entities, 15 conservation technical service providers): These in-person events will be topic-specific, focused learning activities aimed at linking topics of explicit rancher interest to outcomes from the recent grazing research project. For example, the proposed workshop topic of “Cattle and Critical Species: Benefits and Trade-Offs” would include discussion of leasing and restoring land for regional Habitat Conservation Plans, financial incentives associated with critical species habitat protection, and financial considerations associated with spring grazing deferment. Each workshop will integrate guest speakers, focus on the intersection of conservation and grazing, and provide interactive, skill-based learning for participants.
- C. Conservation grazing plans: The Thurston Conservation District, Natural Resources Conservation Service and Ecostudies Institute will partner to develop at least three sample conservation grazing plans. These plans will illustrate several conservation scenarios to help grazing operations envision the right type and level of conservation for their operation. Critical options to consider include fertility and irrigation management, rotational grazing systems, native plant seeding, seasonal grazing schedule, and management operations including forage enhancement.
- D. Prairie-friendly agriculture product label: This task will be completed in three parts consisting of: 1) background research conducted by Ecostudies Institute, 2) a mission-vision-values rancher

workshop facilitated by the Thurston Conservation District in spring 2022, and 3) a complementary branding roundtable consulting with the Economic Development Council and Grassland Alliance (a third-party certification partner) in winter 2022/23. Findings and recommendations will be compiled in a written proposal to develop or adapt a certification program for ecological livestock production on working lands, including a review of successful program(s).

Project Timeline:

Project Actions	Yr 1		Yr 2				Yr 3			
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Grassland Grazing Association meetings		X		X		X		X		X
Outreach planning meetings	X	X	X	X	X	X	X	X	X	X
Host recorded webinars	X		X		X		X		X	
Host Workshop series				X	X			X	X	
Hold on-farm demonstrations				X	X			X	X	
Develop conservation grazing plans					X	X				
Research & develop recommendations for prairie-friendly ag product label	X	X	X	X	X	X	X			
Write & submit reports		X				X			X	

Project Deliverables:

This project will generate a variety of deliverables, directly related to the stated objectives:

- A. Formation of a grassland grazing association (meets Objective 1): The formation of this group is driven by the stated needs and interests of the regional ranching community. Therefore, we expect to engage at least ten local ranchers as key participants throughout the length of the project and hold biannual meetings (2 per year) to maintain interest, build networks and share information.
- B. Education and Outreach events:
 - i. Two workshop series (meets Objectives 2 & 3): Each workshop series will include 3 in-person or virtual workshops focused on different aspects of conservation grazing practices, landowner incentive programs, and marketing opportunities, among other topics prioritized by ranchers.
 - ii. Five recorded webinars (meets Objectives 2 & 3): Webinars will be dedicated to topics identified by producers as important, relevant and helpful to their operations.
 - iii. Four on-farm demonstrations (meets Objectives 2 & 3): Two farm tours/on-farm demonstrations, led by local ranchers, will be held each year to share challenges, opportunities and tips associated with implementation of conservation rotational grazing practices (cross fencing, native seeding, etc.).
- C. Three Conservation Grazing Plans (meets Objective 3): Three example Conservation Grazing Plans developed collaboratively utilizing region-specific conservation goals and grassland conditions will give ranchers templates from which they can build a plan for their operation.
- D. Report on prairie-friendly marketing label (meets Objective 4): a report summarizing certification programs and other case studies of marketing labels for conservation or prairie-friendly operations from around the world will be provided to the grassland grazing association for review and adoption.

How will you address project risks?

The primary risks associated with this project include: 1) miscommunications and misunderstandings due to the large number of partners involved and 2) lack of engagement by ranchers and private landowners. The work proposed for this project builds off of previous work and well-established partnerships, which ensures a strong team and effective communications. Additionally, the inclusion of and financial support for three rancher advisors provides an assurance of their involvement and leadership and increases the likelihood of more widespread engagement of the ranching community in meetings and outreach activities. The goals and activities are driven by the stated needs of the ranching community; we have had high levels of involvement by private landowners at previously held workshops and demonstrations with requests for more so this work will be fulfilling an explicit need.

Project Benefits/Alignment with Implementation Plan

Which Implementation Plan objectives and actions does the project progress and how?

This project will address three stated objectives in the Sentinel Landscapes Implementation Plan. Sharing research results from a previous study evaluating effects of conservation grazing practices on rare species habitat will directly address Objective 3.7 (Working lands research). Developing a rancher- led grassland grazing association and co-organizing outreach events will support Objective 4.2 (Outreach to landowners). Finally, conducting marketing research on branding strategies to support the development of a prairie-friendly agricultural product label will address Objective 2.4 (Marketing support).

How does the project benefit conservation, military readiness, and/or working lands?

This work will connect livestock producers throughout the region, creating a network for information-sharing about conservation principles, practices and programs and ultimately increasing acres enrolled in conservation programs. Developing a marketable prairie-friendly ag product label will enhance economic opportunities for livestock producers involved in conservation programs, benefiting the agricultural community and rare species conservation, therefore easing the burden on JBLM.



Thurston Conservation District: Landowner Services and Technical Assistance

Funding Amount: \$75,000

Project Duration: August 1st, 2024 – December 31st, 2025

Contact:

Sarah Moorehead, Executive Director

smoorehead@thurstoncd.com

360.754.3588

Project Overview:

Primarily, this project will focus on providing technical assistance to landowners who are engaging in enhanced stewardship of their landscapes. Collaborative work continues for the Sentinel Landscape partners to increase outreach and technical assistance around conservation grazing, native seeding and enhancing soil health for increased production and carbon sequestration benefits. In addition to leading outreach and technical assistance efforts, Thurston Conservation District also provides use to partners and landowners of farm equipment to perform landscape enhancements (such as a no-till drill for native grass seeding, or a lime spreader for adjusting soil pH, etc.) and soil testing services to analyze soil nutrients and composition for accurate amendment or remediation recommendations. As we have conducted our outreach plans, and collaborative partner work has increased in our region, the demand for capacity within these services, and in general for landowner support and technical assistance has grown tremendously.

Currently, there is a time lapse in the contracting of other secured federal funds destined to continue and build on current Sentinel Landscape initiatives and capacity building at Thurston Conservation District. Additional resources are immediately needed to continue momentum of our conservation initiatives and landowner engagement to further our support for landowners and partners.

Tasks and Descriptions:

Technical Assistance & Partner Support	Assistance to landowners and partners engaging in conservation programs and projects at Thurston CD, included technical education, recommendations and project development.
Conservation Services	Support landowners and partners with TCD equipment and soil analysis services.
Technical Training	Training and certification for new TCD staff to continue to serve landowners with the highest level of technical proficiency.

Outputs and Outcomes:

Technical Assistance & Partner Support – Assist at least 30 landowners with technical guidance, conservation project planning, and land management education through: one-on-one site visits, best management practice identification and written recommendations, enrollment into TCD and partner-hosted conservation programs, and group technical education at events and workshops/tours. Support partner organizations through technical guidance, collaboration and funding development for priority conservation activities.

Conservation Services – Support at least 25 landowners and 2 partner organizations with conservation services.

Technical Training – Completion of at least 3 training courses/certification programs for key staff, such as: NRCS Certified Planner, Certified Crop Advisor, Washington Association of Conservation District Employees training, or Center for Technical Development trainings, etc.

JBLM SLP Implementation Plan Actions Addressed:

Action 2.1.2 – Assist partners with developing other streamlined regulatory processes to help them ensure their incentive programs are effective for land conservation.

Action 3.2.1 – Restore 100 acres of prairie on conservation lands towards suitable habitat for listed and at-risk species.

Action 3.3.3 – Expand and increase Partnership personnel to provide technical assistance on conservation grazing on working lands.

Action 4.1.2 – Develop an inventory of landowners interested in participating in programs.

Action 4.1.5 – Identify targeted opportunities for communication and outreach.

Action 4.2.1 – Utilize existing Partner programs to reach out to landowners about Partnership’s technical assistance and funding opportunities, such as NRCS Farm Bill programs, USFWS Partners for Fish and Wildlife Program, and Thurston County’s Voluntary Stewardship Program and provide the menu of easement types developed by the SL Partners.

Action 4.2.2 – Utilize Partnership’s existing agricultural liaison (Thurston Conservation District staff), as a means of linking people with Partnership programs and facilitating enrollment in, or application of, various assistance programs.

Action 4.2.3 – Hold workshops and outreach events, such as those held in 2019 by Washington State University, about management practices that demonstrate compatibility between agriculture and conservation.

Action 4.2.4 – Utilize on-farm technical assistance, such as the Thurston Conservation District’s Individual Stewardship planning, to promote and provide access to conservation programs.

Anticipated Budget:

Salaries & Benefits	\$45,000
Training, Certifications & Travel	\$10,000
Supplies & Equipment	\$5,000
25% Overhead	\$15,000
Total	\$75,000

Budget Detail:

- Salaries & Benefits – Approximately .5 FTE for technical assistance and conservation services support.
- Training, Certifications & Travel – Conference/training course or certification fees, along with travel for training, partnership meetings and landowner support activities.
- Supplies & Equipment – Computer and field technologies hardware/software for technical staff, along with tools and parts for conservation services equipment.
- Overhead – TCD’s standard overhead rate.

**Amendment to
Memorandum of Agreement**

Between

The National Association of Conservation Districts (NACD) and the Thurston Conservation District

The purposes of this Amendment 01 are to:

1. Increase the funded value by \$319,000 as follows:

Year 1 REPI DOD Grant \$ 260,000

Year 2 REPI DOD Grant: \$ 319,000

Grant Total: \$ 579,000

2. Extend the period of performance to March 28, 2024.
3. Incorporate the proposed Year 2 goals and program outcomes from the Exhibit 1

NOW, THEREFORE, in accordance with the **MODIFICATIONS** described above, the MOA and proposal are revised and incorporated in full as follows.

**Amendment to
Memorandum of Agreement
Between**

The National Association of Conservation Districts (NACD) and Thurston Conservation District

The purpose of this Amendment 02 is to:

1. Increase the funded value by \$391,000 as follows:

Year 1 REPI DOD Grant	\$ 260,000
Year 2 REPI DOD Grant:	\$ 319,000
<u>Year 2 REPI DOD Grant:</u>	<u>\$ 391,000</u>
Grant Total:	\$ 970,000

2. Increase the scope of deliverables as follows:

- a. **Landowner Outreach and Communication**

- i. Activity 1: Landowner engagement; Recipient: Thurston Conservation District; Cost: \$261,000
 - ii. Role: Hire, support, and manage a 1.0 FTE Landowner Engagement and Technical Assistance Position and support web content and workshop development to achieve SLP goals.
 - iii. Deliverable outcomes:
 1. Focused outreach to underserved communities
 2. Provide support for translation of outreach materials and for events (e.g. Spanish)
 3. Provide support for member-led leadership roles in the Grazing Association
 4. Support web content development and graphic design
 5. Facilitate workshop development for 3 workshops that integrate climate resilience, agricultural BMPs, habitat recovery, and sensitive species recovery
 6. Host inter-agency trainings for technical service providers on the latest incentive programs and tools developed for private land conservation.
 7. Provide support around other JBLM Sentinel Landscape Implementation objectives

- iv. Activity 2: Improve prairie habitat on grazing lands; Recipient: Washington State University; Cost: \$130,000
- v. Role: Support a 0.25 FTE scientist, a 0.15 technician, and supplies to support a practical interpretation and demonstration site for local farmers to achieve SLP goals.
- vi. Deliverable outcomes:
 - 1. Provide support for member-led leadership roles in the Grazing Association.
 - 2. Support development of a habitat-enhanced pasture demonstration site at Violet Prairie property. This site would use only tools available to ranchers and private land managers to transition a brushy neglected pasture into a quality prairie habitat that supports livestock in addition to prairie habitat. The site would be available for workshops, demonstrations, and other instructional events that would support prairie restoration on private lands.

NOW, THEREFORE, in accordance with the **MODIFICATIONS** described above, the MOA and proposal are revised and incorporated in full as follows.

**Amendment to
Memorandum of Agreement**

Between

The National Association of Conservation Districts (NACD) and Thurston Conservation District

The purpose of this Amendment 03 is to:

1. Increase the funded value by \$308,000 as follows:

Year 1 REPI DOD Grant	\$ 260,000
Year 2 REPI DOD Grant:	\$ 319,000
Year 2 REPI DOD Grant:	\$ 391,000
Year 3 REPI DOD Grant:	<u>\$ 308,000</u>
Grant Total:	\$ 1,278,000

2. Extend the period of performance to May 31, 2025.
3. Increase the scope of deliverables as follows:
 - a. Ongoing community and Tribal outreach and communications
 - b. Technical education (via site visits, training and workshops)
 - c. Conservation planning and implementation (conservation plans that include recommendations for best management practices; implementation of 2 conservation projects, and feasibility report for establishing a JBLM farmers' market)

NOW, THEREFORE, in accordance with the **MODIFICATIONS** described above, the MOA and proposal are revised and incorporated in full as follows.

**Amendment to
Memorandum of Agreement**

Between

The National Association of Conservation Districts (NACD) and Thurston Conservation District

The purpose of this Amendment 04 is to:

1. Increase the funded value by \$75,000 as follows:

Year 1 REPI DOD Grant	\$ 260,000
Year 2 REPI DOD Grant:	\$ 319,000
Year 2 REPI DOD Grant:	\$ 391,000
Year 3 REPI DOD Grant:	\$ 308,000
Year3 REPI DOD Grant:	\$75,000
Grant Total:	\$ 1,353,000

2. Extend the period of performance to December 31, 2025.
3. Increase the scope of deliverables as follows:
 - a. Technical Assistance & Partner Support: Assistance to landowners and partners engaging in conservation programs and projects at Thurston CD, including technical education, recommendations and project development.
 - b. Conservation Services: Support landowners and partners with TCD equipment and soil analysis services.
 - c. Technical Training: Training and certification for new TCD staff to continue to serve landowners with the highest level of technical proficiency.

NOW, THEREFORE, in accordance with the **MODIFICATIONS** described above, the MOA and proposal are revised and incorporated in full as follows.

**Memorandum of Agreement
Between**

The National Association of Conservation Districts (NACD) and the Thurston Conservation District.

SUMMARY

This agreement (referred to as the “Agreement” or “MOA”) is entered into by the National Association of Conservation Districts (referred to as “NACD”), located at 509 Capitol Court NE, Washington, DC 20002 and the: **Thurston Conservation District** (referred to as “Grantee”.)

Grantee Address:

**582 Tilley Court SE, Ste.152
Tumwater, WA 98501**

Grantee Contact Person **Sarah Moorehead**

Email Address: **SMoorehead@thurstoncd.com**

Phone Numbers: **(360) 754-3588**

NACD shall provide the Grantee with a grant in the amounts of:

REPI DOD Grant:	\$ 1,353,000.00
Grant Total:	\$ 1,353,000.00

These REPI DOD Grant Funds are made available by an Agreement between NACD and the Department of Defense (DoD). The requirements and accomplishments as specified in Thurston REPI application are also made a part of this Agreement as Exhibit I.

It is the intent of this Agreement and this project to support conservation capacity at the local level focused in DoD’s Sentinel Landscapes and around other key installations and ranges, while providing the maximum flexibility for the Grantee to carry out their responsibilities for these funds.

STATEMENT OF WORK

The Grantee shall undertake the work and activities **set forth as year 1, 2, and 3** in Exhibit I, made a part hereof, and incorporated by reference as if fully written herein.

The Grantee expressly acknowledges that this Agreement shall not be construed or interpreted as a contract of agency or employment. The Grantee shall furnish its own support staff necessary for the satisfactory performance of this Agreement.

NACD may, from time to time as it deems appropriate, communicate specific instructions and requests to the Grantee concerning the performance of the work described in this Agreement. Upon such notice

and within a reasonable period of time, the Grantee shall respond to such requests. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement, and are not intended to amend or alter this Agreement or any part thereof.

Any or all materials created under this Agreement may be utilized by NACD and/or DoD to promote outreach, educational and knowledge transfer nationally.

REPORTING

For the duration of the project, NACD will require quarterly reports as of the end of quarters dated March 31, June 30, September 30, and December 31. These reports are due April 20, July 20, October 20, and January 20 using the online Quarterly Report Form at:

https://nacd.formstack.com/forms/repi_quarterly_report

Quarterly reports must address progress on carrying out work outlined in Exhibit I. Reports must identify expenditures and metrics to the ending date of the Grantee's quarterly reports. When expenditures and or metrics are not available as of the report deadline a report is still required and should include a statement in the narrative section explaining the reason such information is not provided.

A final report must also be submitted. The report should include anything not previously included in a quarterly report. The final report must also include a short narrative (up to 200 words) about the Grantee's grant experience and a photo that might be used in NACD publications about the grants. The final report must be provided within 30 days of the completion of the grant.

For any changes to the approved grant funds budgets, including an increase or decrease in the total budget, please request and secure written approval from your NACD Region Representative. Contact information can be found on the NACD website, link below.

<https://www.nacdnet.org/nacd-staff/>

NACD will respond to reports when and if there is either a request for guidance or a question of compliance with this Agreement. The Grantee shall consult with the personnel of NACD and other appropriate persons as necessary to assure understanding of the work and satisfactory completion thereof.

NACD agrees to cooperate with and provide assistance to the Grantee; which includes, designating a person or persons to whom the Grantee will contact and who will regularly review, discuss, and meet with (as possible and necessary) the Grantee regarding the services provided, the time for performance of the services and to assist in arranging meetings, conferences and other arrangements with NACD personnel to facilitate performance under this Agreement, and to ensure that all information and issues required for review by NACD are made available to the Grantee. For this agreement the contact person will be Ariel Rivers, NACD Pacific Regional Representative.

The Grantee shall consult with the personnel of NACD and other appropriate persons as necessary to assure understanding of the work and satisfactory completion thereof.

TERM OF AGREEMENT

This Agreement shall be in effect and binding for both parties until **December 31, 2025** to carry out the work described in Exhibit 1 to the satisfaction of NACD, or until otherwise terminated. This Agreement may be extended for an additional period for reasons agreed upon by both parties including should additional funds become available.

This Agreement shall not obligate any participating parties to endorse, support, or otherwise influence any policy, legislation, or program activities.

TERMINATION

Either party to this agreement may terminate this agreement with a 60-day notice. In such a case any unused funds will be returned. This Agreement may also be terminated by NACD for noncompliance with its provisions.

RECORD KEEPING REQUIREMENTS

The Grantee shall keep all financial records in a manner consistent with generally accepted accounting procedures.

All disbursements made for this Agreement shall be only for obligations incurred in the performance of this Agreement and shall be supported by documentation and data, as appropriate to support such disbursements. All disbursements for this Agreement shall be for obligations incurred only after the effective date of this Agreement, unless specific authorization for prior disbursements has been given in writing by NACD.

PAYMENT TERMS AND CONDITIONS

Upon receipt of a signed copy of this Agreement, an initial check for twenty-five percent (three-month estimate of expenses for a one-year Agreement) of the Agreement amount will be issued to the Grantee. Assuming performance of the work continues on schedule, additional funds will be disbursed on a quarterly advanced basis until the grantee has received their entire grant.

CONFLICTS OF INTEREST

The Grantee expressly acknowledges that no officer or employee of NACD has been employed, retained, induced or directed by the Grantee to solicit or secure this Agreement with NACD upon an agreement, offer, understanding or implication involving the payment of any form of remuneration, whatsoever. The Grantee agrees that, in the event NACD has substantial reason to believe that this provision has been violated, NACD may, at its sole option, consider this Agreement void; and in doing so, NACD is released from any and all obligations under this Agreement.

INDEMNIFICATION

Except where prohibited by law, the Grantee, at its own expense, shall defend and hold NACD, its officers and employees, harmless from all claims, expenses, damages and judgments, including attorney's fees, in the event of a suit or claim arising out of the grantee's performance in executing the services as stated in Exhibit I, including but not limited to, claims of infringement of a U.S. patent, trademark or copyright, or misuse or misappropriation of a trade secret. Similarly, NACD shall provide

the Grantee with reasonable notice of such suit or claim and provide information required for the defense of same.

WARRANTY AND DISCLAIMER OF WARRANTY

The Grantee warrants that the work and activities as set forth in this Agreement shall be performed by trained and qualified personnel, and in a professional manner.

COMPLIANCE WITH LAW

The Grantee agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. The Grantee accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and all other taxes or payroll deductions required for all employees engaged by the Grantee in the performance of the work authorized by this Agreement.

CHANGES OR MODIFICATIONS

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, commitments, representations and understanding of the parties with respect to the services contemplated under Exhibit I of this Agreement. Any change, deletion, addition or modification of any portion of this Agreement shall not be valid or binding upon either party, unless such change, addition, deletion or modification is agreed to in writing and signed by both parties under this Agreement. See also budget change requests above under REPORTING.

ASSIGNMENT

Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party, provided, however, that NACD may assign this Agreement to a related entity without such written consent.

CONSTRUCTION

This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the District of Columbia.

FORCE MAJEURE

Neither party shall be responsible for failure to perform under this Agreement due to causes beyond the parties' control, including but not limited to, fires, pandemics, civil disobedience, riots, embargoes, explosions, rebellions, strikes, work stoppages, acts of God or acts of any governmental authority or any other similar occurrence. The Grantee will notify and consult with NACD regarding the event and how to minimize its impact, and make reasonable efforts to address the problem and carry out the obligations of this Agreement.

BINDING EFFECT

This Agreement shall ensure to the benefit and be binding upon the legal representatives of the parties hereto, subject to the grant of consent for assignment as provided in this Agreement.

SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date set forth below.

Chair or designated representative of the Grantee

(Please print name of signer)

Name of Grantee: **Thurston Conservation District**

_____, 2024
(Month) (Day)

Jeremy Peters, CEO
National Association of Conservation Districts

May 11, 2023



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title: TCD Policy 6.7 Cash, Reserves, and Investments	
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>The policy has been updated to reflect the current procedure for transferring funds between accounts and includes a new section on investing funds with the Office of the Washington State Treasurer's Local Government Investment Pool (LGIP).</p>	
Pros:	Cons:
<ul style="list-style-type: none"> - The updated policy accurately reflects the current procedures followed by the Board of Supervisors during the budgeting process of designating funds to the Reserve and Special Purpose funds and the process of the Finance Department in transferring such funds. - In establishing the LGIP as one option for TCD's Investment Fund, funds in the Reserve and Special Purpose funds will earn higher yields. - Funds invested with LGIP are fairly liquid and can be withdrawn easily. 	<ul style="list-style-type: none"> - There is some minimal administrative work to reactivate TCD's account with LGIP. - There are minor administrative tasks to implement, for each deposit and withdrawal made with LGIP.
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>	
LGIP's current yield is 4.6%, so there would be a positive fiscal impact in passing this policy update.	
Recommended Action:	<i>What decision do you recommend the board make?</i>
The recommendation is to approve the updated policy.	
Legal Review:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>	
TCD 6.7 Cash, Reserves, and Investments proposed update 12.17.2024	



Thurston Conservation District
TCD Policy 6.7 Cash, Reserves, and Investments



Effective: October 24, 2000
Latest Update: August 1, 2013
Proposed Update: December 17, 2024

1 **Policy:**

2 The District shall maintain three fund types:

- 3 • General Fund
- 4 • Reserve Fund
- 5 • Special Purpose Fund

6 Dollars are maintained in the General Fund to cover the District's cash receipts and cash
7 disbursements. The District sets aside dollars in the Reserve Fund to be used in the event of
8 emergency or when the General Fund balance is insufficient to cover projected expenses. From
9 time to time the District may wish to designate some portion of its funds as dedicated for a
10 particular purpose in a Special Purpose Fund. Each year as part of the budgeting process, the
11 Board of Supervisors will determine the dollar amounts to be allocated to the Reserve and Special
12 Purpose funds from the Unrestricted Budget.

13 Dollars in these three funds will be deposited into three account types:

- 14 • Checking
- 15 • Savings
- 16 • Investment

17 The Finance Department shall establish and maintain these accounts with appropriate banking
18 and investments institutions.

19 The Finance Department may invest in an Investment Fund account with the Office of the
20 Washington State Treasurer's Local Government Investment Pool (LGIP) (RCW 43.250). The
21 District will invest public funds in a manner that will provide maximum security with the highest
22 investment return while meeting the daily cash flow demand of the District. The District will
23 conform to all state and local statutes governing the District (RCW 89.08) and the investment of
24 public funds, deposits, and investments, including but not limited to RCW 39.58, 39.59, 39.60.
25 The primary objectives of the District's investment activities, in priority order, are safety,
26 liquidity, and yield.

Thurston Conservation District

Policies & Procedures

27 **Procedure:**

28 The Finance and Administration Director or designee shall monitor cash receipts and cash
29 disbursements, together with projected revenues and expenses, in order to determine whether
30 and when fund transfers shall be made.

31 The Finance and Administration Director is authorized to make account transfers. Account
32 transfers shall be made to ensure that cashflow needs are met while maximizing the District's
33 return on its investments.

34 Account balances are reported in the Balance Sheet report in the monthly Financial Report.

35 In the event the District's checking, savings, and investment account balances are insufficient to
36 meet projected obligations, the Executive Director shall report to the Board so corrective action
37 may be authorized.

Item

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**WACD and NACD Update for
Thurston Conservation District Meeting, December 17, 2024**

WACD

Officer Elections at the WAC 2024 Annual Meeting in Airway Heights

- Amy McKay (Whitman CD) was elected WACD president and Jeff Schibel (Lincoln CD) was elected vice-president.
- Information [here](#): schedule, registration, speakers, sponsors, and much more.

Resolutions from WACD going to NACD

WACD has [three resolutions](#) 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

NGLI

The National Conservation Foundation (NCF) recently announced the incoming cohort to the [Next Generation Leadership Institute](#) (NGLI)! Since its inception in 2019, NGLI has taken conservation leaders to the next level by training individuals to rise to the challenge of understanding and directing national, collaborative efforts in locally led conservation.

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](#).

NACD's New Membership & Development Coordinator

NACD is excited to welcome Jackson Moody onboard as Membership and Development Coordinator.

Jackson joins NACD from the **Foster Creek Conservation District in Washington state**, where he served as their Volunteer Stewardship Program Coordinator. In this role, Jackson helped facilitate communication and collaboration among local stewards and government agencies. Jackson also served as Community Engagement Coordinator with the Middlebury Area Land Trust. He holds a bachelor's degree in Recreation Management from Appalachian State University in Boone, NC.

In this newly created role with NACD, Jackson will support our members and grow development opportunities for the association. Jackson is based in Washington, D.C. and can be reached at jackson-moody@nacdn.net

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

Information current as of December 10, 2024. Some information from conversations with NACD DC staff or excerpted from NACD's *eResource*.

K:\Thurston CD\2024\Board Meetings & Work Sessions\12-17-24 TCD Work Session & Board Meeting\12-10-24 WACD NACD Update for Thurston CD Meeting 12-17-24.docx

Item

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BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title: TCD Resolution #2024-06 Public Records Index	
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 states that creating and maintaining an index of all of TCD's public records would be unduly burdensome and extremely costly and so therefore TCD is not required to maintain a current index of public records, due to the findings in the Resolution.</p>	
Pros: - By stating that TCD is not required to maintain a current index of TCD's public records, TCD saves time, staff resources and money by not creating such an index; - By adopting the Resolution, TCD is not required to produce a current index of public records, should the request be made by a First Amendment auditor.	Cons: None that we are aware of.
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>	
There are no costs in adopting the Resolution. However, there are savings in adopting the Resolution, because creating and maintaining a current index of TCD's public records would be extremely costly.	
Recommended Action:	<i>What decision do you recommend the board make?</i>
The recommendation is to adopt the Resolution.	
Legal Review:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>	
TCD Resolution #2024-06 Public Records Index	





Thurston Conservation District

RESOLUTION

Resolution #2024-06

Subject: Public Records Index

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THURSTON CONSERVATION DISTRICT DECLARING THE BURDEN OF CREATING AND MAINTAINING A PUBLIC RECORDS INDEX

WHEREAS, RCW 42.56.070 requires all districts and public agencies to maintain and make available a current index of all public records; and

WHEREAS, TCD Policy 4.7: Public Records & Disclosure states that “The Thurston Conservation District, in accordance with Chapter 42.17 RCW, will make available for public inspection and copying all public records, unless the records fall within specific exemptions, such as those specified in Chapter 42.56 RCW.”

WHEREAS, TCD Policy 4.7: Public Records & Disclosure details a thorough and complete procedure for Thurston Conservation District to efficiently and effectively identify, locate and make available public records; and

WHEREAS, RCW 42.56.070(4) provides that if maintaining such an index would be unduly burdensome, or would interfere with agency operation, a district need not maintain such an index but it must issue and publish a formal order specifying the reasons why and the extent to which compliance would be unduly burdensome; and

WHEREAS, when such an order is made, all indexes maintained by the district must be made available to provide identifying information on those records, which are available for inspection and/or copying; and

WHEREAS, the Thurston Conservation District is composed of numerous departments, which maintain separate databases and/or record-keeping systems for the indexing of records and information.

WHEREAS, the development and maintenance of a district index would be extremely costly; and would provide little benefit to the public compared to the expense in maintaining the index; and

WHEREAS, the District's operations do not allow for the addition, revision, or reassignment of duties of existing personnel so that an index may be developed and maintained; and anticipated District revenues do not allow for additional staff for the purpose of creating and maintaining such an index; and

WHEREAS, because the District has records which are diverse, complex and stored in multiple locations and in multiple computer systems and databases, it is unduly burdensome, if not physically impossible, to maintain a central index of records; and

WHEREAS, the requirement to maintain a public records index would interfere with the District's operations in the following ways:

- A) The sheer volume of records produced and retained by various departments of the District precludes any attempt to maintain a comprehensive and current index of records;
- B) Constantly updating and maintaining the Index to keep it current would require administrative funds and staffing resources not available to TCD; and
- C) The District does not have a central repository for all of its public records and would therefore have to have multiple indices and multiple employees charged with constant updates of those indices.

NOW, THEREFORE, BE IT RESOLVED the Board of Thurston Conservation District, based on the findings set forth above and pursuant to RCW 42.56.070(4), do hereby order and direct; that

1. The Thurston Conservation District is not required to maintain a current index of public records due to the above findings that the requirement is unduly burdensome and such a list is nearly impossible to create and/or maintain; and

2. Pursuant to chapter 42.56 RCW, the Thurston Conservation District shall make available for public inspection and/or copying all public records and any indexes of public records maintained by the District to the extent not exempt from inspection and/or copying pursuant to chapter 42.56 RCW or other applicable laws.

**ADOPTED BY THE BOARD OF THE THURSTON CONSERVATION DISTRICT,
WASHINGTON ON DECEMBER 17th, 2024 AND EFFECTIVE IMMEDIATELY.**

SIGNED:

TJ Johnson, Board Chair

David Iyall, Board Auditor

Doug Rushton, Board Member

Betsie DeWreede, Vice Chair

Marianne Tompkins, Board Member

ATTEST:

Sarah Moorehead, Executive Director

Item

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

January 28, 2025, 5:00 pm - 8:05 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 & Bulb & Seed Sale 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 – 8:05 pm

- | | |
|--|------------------------------|
| 1. Welcome, Introductions, Audio Recording Announcement | 6:30 PM
<i>5 minutes</i> |
| 2. Agenda Review | 6:35 PM
<i>5 minutes</i> |
| 3. Consent Agenda – <i>Action Item</i> | 6:40 PM |
| A. December 17, 2024, Board Work Session & Meeting Minutes | <i>5 minutes</i> |
| B. December 2024 & January 2025 Financial Report | |
| 4. Blank | 6:45 PM
<i>10 minutes</i> |
| 5. Public Comment | 6:55 PM |
| *Three minutes per person | <i>10 minutes</i> |
| 6. Partner Reports (<i>if present</i>) | 7:05 PM |

- A. Natural Resources Conservation Service, (NRCS) *DaShell Burnham* 15 Minutes
- B. Washington State Conservation Commission (WSCC), *Josh Giuntoli*
- C. Washington Association of Conservation Districts (WACD), *Doug Rushton*
- D. National Association of Conservation Districts (NACD), *Doug Rushton*

- 7. Blank, All** **7:20 PM**
- A. Blank 10 minutes
- B. Blank

- 8. Governance, All – Action Item** **7:30 PM**
- A. Blank 15 minutes
- B. February 25, 2025 Work Session Topic List & Meeting Agenda Development

- 9. Executive Session: To Consider the selection of a site or the acquisition of real estate** **7:45 PM**
- 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.* 20 minutes

Executive Session Report Out – Action Item **8:05 PM**
5 minutes

Adjourn **8:10 PM**

Informational Only Items:

- I. Executive Director’s Report*

Important Future Dates

February 2025

- NACD Annual Meeting, Salt Lake City, UT Feb 8-12
- TCD 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

- Blank March 00
- WSCC Commission Meeting, Grays Harbor CD, March 19-20
- TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom) March 25

April 2025

- Blank April 00
- Blank April 00
- TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom) April 22

May 2025

- Blank May 00

Blank

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

May 00

May 27

Item

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BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title: 2025-2027 TCD CBA Tentative Agreement	
Lead Staff: Susan Shelton	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>TCD's current Collective Bargaining Agreement (CBA) expires Dec 31, 2025. This proposed CBA will support management/employee relations between Jan 1, 2025 through Dec 31, 2027. This proposed agreement was negotiated between the management team (Marianne Tompkins, Sarah Moorehead, & Betsie DeWreede) and the employee team (Kiana Sinner, Susan Shelton, & Sam Nadell), with the support of the employees' union - Council 2.</p>	
Pros: The management team and the employee team reached tentative agreement on this version of the CBA. This version includes many improvements to the most recent CBA. Please see attached 2025-2027 TCD CBA Summary of Changes.	Cons: The two negotiations teams found the changes to be fair and balanced, but some people might not agree with all of the changes. Please see attached 2025-2027 TCD CBA Summary of Changes. This version still requires non-substantive formatting edits.
Fiscal Impacts: <i>Please describe the costs associated with this action.</i> Please see the attached 36-Hour Workweek Proposal and Impact Analysis.	
Recommended Action:	<i>What decision do you recommend the board make?</i>
Approve the 2025-2027 TCD CBA Tentative Agreement	
Legal Review:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>	
2025-2027 TCD CBA Tentative Agreement 36-Hour Workweek Proposal and Impact Analysis 2025-2027 TCD CBA Summary of Changes	



AGREEMENT

Between

THURSTON COUNTY CONSERVATION DISTRICT



And

LOCAL 3300, WASHINGTON STATE
COUNCIL OF COUNTY AND CITY
EMPLOYEES, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO



January 1, 2025 through December 31, 2027

AGREEMENT
By and Between
THURSTON COUNTY CONSERVATION DISTRICT, WASHINGTON
And
LOCAL 3300, WASHINGTON STATE COUNCIL OF COUNTY AND CITY
EMPLOYEES, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFSCME-AFLCIO
January 1, 2025 – December 31, 2027

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[Appendix D: 2027 Salary Schedule](#)

42 information, status as a victim of domestic violence, sexual assault or stalking, or because
43 of the participation or lack of participation in union activities. Bona fide occupational
44 qualifications based on the above traits do not violate this Section.
45

46 **2.2** Employees who feel they have been the subjects of discrimination are encouraged to
47 discuss such issues with the District’s Executive Director, or file a complaint in
48 accordance with the District’s policy. In cases where an employee files both a grievance
49 and an internal complaint regarding the same alleged discrimination, the grievance will
50 be suspended until the internal complaint process has been completed.
51

52 **2.3** Both parties agree that unlawful harassment will not be tolerated.
53

54 **2.4** Both parties agree that nothing in this Agreement will prevent the implementation of an
55 approved affirmative action plan.
56

57 **2.5** Both parties agree that nothing in this Agreement will prevent an employee from filing a
58 complaint with the Washington State Human Rights Commission, Office of Civil Rights, or the
59 Equal Employment Opportunities Commission.
60

61 meeting facilitation, ground rules, and participation expectations in order to assure fair and
62 professional conduct.

63 **ARTICLE 3**
64 **WORKPLACE BEHAVIOR**
65

66 **3.1** The District and the Union agree that all employees should work in an environment that
67 fosters mutual respect and professionalism. The parties agree that inappropriate behavior
68 in the workplace does not promote a District’s business, employee well-being, or
69 productivity. All employees are responsible for contributing to such an environment and
70 are expected to treat others with courtesy and respect.
71

72 **3.2** Inappropriate workplace behavior by employees, Supervisors, managers, and clients will
73 not be tolerated. If an employee and/or the employee’s union representative believes the
74 employee has been subjected to inappropriate workplace behavior, the employee and/or
75 the employee’s representative is encouraged to report this behavior to the District
76 Executive Director and/or the union representative. If the inappropriate workplace behavior
77 involves the District Executive Director, an employee and/or the employee’s union
78 representative will report this behavior to the Union and/or the Finance and Administration
79 Manager, who will inform the Board of Supervisors if unable to resolve. An employee or
80 the employee’s representative should identify and describe the inappropriate workplace
81 behavior. The District will investigate the reported behavior and take appropriate action as
82 necessary per District policy. The employee and/or union representative will be notified

83 upon conclusion of the investigation. The District will provide the employee and the union
84 representative with a copy of the investigation report.

85

86 3.3 The District and the Union do not tolerate bullying behavior from anyone in the
87 workplace. Whether it be:

- 88 • Employee to employee;
- 89 • Employee to management (and vice versa);
- 90 • Council 2 staff to employee (and vice versa)
- 91 • Council 2 staff to management (and vice versa)

92

93

94 **Bullying**, or workplace aggression, is the use of repeated, health-harming mistreatment, verbal
95 abuse, force, coercion, hurtful teasing, comments, or threats, that threaten, humiliate, intimidate,
96 sabotage or interfere with work of one or more individuals. The behavior is often repeated and
97 habitual and does not necessarily have a triggering event. Bullying may be psychological
98 (sometimes referred to as "*emotional*" or "*relational*"), verbal, physical, and cyber (or
99 "*electronic*"). Workplace bullying intensifies over time, rather than improving.

100

101 Instances of bullying may appear minor, but when viewed collectively paint a picture of abusive
102 behavior in the workplace.

103 Example: If an employee is being cyber bullied, looking at one email does not seem
104 harmful, but when you look at numerous emails received from a bully, it shows the
105 pattern of workplace abuse.

106

107 Bullying must be reported to the Executive Director and is subject to Article 8: Discipline and
108 Discharge.

109

110 Normal workplace conflict is based on differences that people have or about disagreements over
111 a particular issue or issues in the workplace.

112 Example: Employee "A" might have conflict with Employee "B" because they
113 scheduled a weekly meeting at a time in which Employee "A" could not attend but
114 needed to attend. Eventually, they would work it out, let it go, and move on. Conflict is
115 normal and inevitable. In many cases, it makes the organization stronger when it is
116 managed appropriately.

117

118 There is a tiered process for resolving employee-to-employee workplace conflicts:

- 119 • Employees engaged in conflict will attempt to resolve the issue together.
- 120 • If they are not successful, they will request support from their immediate
121 supervisor(s).
- 122 • If that is not successful, the parties will request support from the Executive
123 Director.

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4.3 Union Stewards

A. Steward List

The Union will provide the District with a written list of current Union stewards. The District will not recognize an employee as a Union steward if the employee’s name does not appear on the list.

B. Release Time

Union stewards will be granted a reasonable amount of time during their core hours of work to investigate and process grievances in accordance with Article 7, Grievance Procedure. In addition, Union stewards will be released during their core hours of work to prepare for and attend meetings within the bargaining unit and District for the following representational activities:

1. Investigatory interviews and pre-disciplinary meetings in accordance with Article 8, Discipline;
2. Union-Management Committee meetings and Union-Management Committee pre-meetings in accordance with Article 10, Union-Management Committee;
3. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, or arbitration hearings in accordance with Article 7, Grievance Procedure; and
4. In accordance with Section 5.9, New Employee Orientation.

C. Steward Mentoring

A second shop steward may observe representational activities specified in Section 4.3.B.1 and Section 4.3.B.3 above for the purpose of mentoring and training. The WFSE will provide written notice of the Union steward’s name to Human Resource Services prior to the training.

D. Notification

The Union steward will notify the supervisor before attending any meeting or hearing during the steward’s core hours of work. All notifications must include the approximate amount of time the steward expects the activity to take. District business requiring the Union steward’s immediate attention will be completed prior to the steward attending the meeting or hearing. Union stewards will suffer no loss in pay for attending meetings and hearings that are scheduled during the Union steward’s core hours of work. Attendance at meetings or hearings during the Union steward’s non-work hours will not be considered as time worked.

If the amount of time a Union steward spends performing representational activities is unreasonably affecting the steward’s ability to accomplish assigned duties, the District will notify and discuss the concerns with the steward, the Chief Steward and the Council Representative.

4.4 Employees

A. Release Time

207 Employees will be provided a reasonable amount of time during their core hours of
208 work to meet with the Union steward and/or staff representative to process a grievance.
209 In addition, employees will be released during their core hours of work to prepare for
210 and attend meetings or hearings for the following:

- 211 1. Informal grievance resolution meetings, grievance meetings, alternative dispute
212 resolution meetings, or arbitration hearings in accordance with Article 7,
213 Grievance Procedure, and held during the employee's core hours of work;
- 214 2. Subpoenaed Witnesses in an Arbitration and Unfair Labor Practices:
 - 215 a. When an employee is subpoenaed as a witness on behalf of the Union
216 in arbitration and unfair labor practice cases, the employee will not be
217 required to use paid leave time for an appearance occurring during the
218 employee's core work hours.
- 219 3. Investigatory interviews and/or pre-disciplinary meetings in accordance with
220 Article 8, Discipline; and
- 221 4. Negotiations in accordance with Article 15, Mandatory Subjects.

222 B. Notification

223 The employee will notify their supervisor before attending any meeting or hearing during
224 the employee's core hours of work. All notifications must include the approximate amount
225 of time the employee expects the activity to take. District business requiring the
226 employee's immediate attention must be completed prior to the employee attending the
227 meeting or hearing. Employees will suffer no loss in pay for attending meetings and
228 hearings that are scheduled during the employee's core hours of work. Attendance at
229 meetings or hearings during the employee's non-work hours will not be considered as time
230 worked.

231 If the amount of time an employee spends preparing for or attending meetings or hearings
232 is unreasonably affecting the employee's ability to accomplish assigned duties, the District
233 will notify and discuss the concerns with the employee, the Chief Steward and the Council
234 Representative.

235 **4.5 Use of District Facilities, Resources, and Equipment**

236 A. Meeting Space and Facilities

237 The District's facilities may be used by the Union to hold meetings in accordance with
238 District policy, availability of the space, and with prior notice to the District.

239 B. Supplies and Equipment

240 The Union and employees shall not use District -purchased supplies or equipment to
241 conduct internal Union business.

242 C. E-mail, Fax Machines, and the Internet

243 Employees may use District-owned e-mail to request Union representation. Union
244 representatives and stewards may use District owned/operated equipment to communicate
245 with the affected employees and/or the District for the purpose of administration of this
246 Agreement to include electronic transmittal of grievances and responses in accordance with
247 Article 7, Grievance Procedure. It is the responsibility of the sending party to ensure the
248 material is received.
249

250 D. The Union and its shop stewards will not use the above-referenced District equipment for
251 any purpose prohibited by the Washington State Executive Ethics Board. Communication
252 that occurs over district-owned equipment is the property of the District and may be subject
253 to public disclosure.
254

255 **4.6 Bulletin Boards**

256 The District will provide a designated bulletin board and space for the bulletin boards for
257 Union communication. Material posted on a bulletin board will be appropriate to the
258 workplace, politically non-partisan, in compliance with state ethics laws, and clearly
259 identified as Union literature. Union information shall not be posted or otherwise
260 disseminated at any other location in the worksite.
261

262 **4.7 Time Off for Union Activities**

263 A. Union-designated employees may request to be allowed time off without pay to attend
264 Union-sponsored meetings, training sessions, conferences, and conventions, and such
265 requests will be granted, provided the absence of the employee(s) does not unreasonably
266 interfere with the operating needs of the District. If the requested absence is approved,
267 employees may use leave, such as personal holiday or accrued vacation leave, or leave
268 without pay.

269 B. The Union will give the District a written list of the names of the employees it is requesting
270 to attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.
271

272 **4.8 Temporary Employment with the Union**

273 With thirty (30) calendar days' notice, unless agreed otherwise, employees may be granted
274 leave without pay to accept temporary employment with the Union for a specified duration,
275 not to exceed thirty (30) days, provided the employee's time off will not unreasonably
276 interfere with the operating needs of the District as determined by management. The
277 parties may agree to an extension of leave without pay up to an additional six (6) months.
278 The returning employee will be employed in the same or a comparable position.
279

280 **4.9 WFSE Council President and Vice-President (If Employed by the District)**

281 A. Leave of Absence

282 Upon request of the Union, the District will grant leave with pay for the WFSE Council
283 President and Vice-President for their term of office. The Union will give the District at
284 least thirty (60) calendar days prior notice, unless otherwise agreed to in writing. The
285 Union will reimburse the District for the "fully burdened costs of the positions" the District
286 incurs as a result of placing the Council President and Vice-President on leave with pay
287 during the period of absence. The Union will reimburse the District by the 20th of each
288 month for the previous month.
289

290 B. Leave Balances

291 The President and Vice-President will accrue vacation and sick leave during the period of
292 absence; however, when the President and Vice-President return to District service their

293 leave balances will not exceed their leave balances on the date the period of absence
294 commenced. If the President or Vice-President retire or separate from District service at
295 the end of the period of absence, their leave balances will not exceed their leave balances
296 on the date the period of absence commenced. Reporting of leave will be submitted to the
297 District. All leave requests will be submitted within the required time limits.

298

299 C. Indemnification

300 The Union will defend, indemnify and hold harmless the District for any and all costs
301 including attorney's fees, damages, settlements, or judgments, or other costs, obligations,
302 or liabilities the District incurs as a result of any demands, claims, or lawsuits filed against
303 the District arising out of or in relation to actions taken by the President or Vice-President,
304 or their status as President and Vice President, during the period of absence.

305

306 D. Return Rights

307 The President and Vice-President will have the right to return to the same or a comparable
308 position, provided such position is vacant or occupied by a temporary employee, and
309 provided such reemployment is not in conflict with other articles in this Agreement. The
310 employee and the District may enter into a written agreement regarding return rights prior
311 to the commencement of the leave.

312

313 **4.10 Master Agreement Negotiations-Release Time**

314 The Union will provide the District a written list of the employees serving on the master
315 agreement negotiations team in accordance with Section 4.8 B, above.

316

317 The District will approve paid release time for formal negotiation sessions for up to three
318 (3) Union team members.

319 A. Subject Matter Experts

320 Either party may invite subject matter experts to present information during formal
321 negotiation sessions when pertinent topics are under negotiations for a time period agreed
322 to by the parties. The Union will provide the District with the names of the employee
323 subject matter experts seven (7) calendar days prior to the identified negotiation session(s),
324 unless mutually agreed otherwise. The District will release the Union-selected subject
325 matter experts to attend formal negotiations if their absence(s) does not cause a disruption
326 of work or impact operations. The District may approve compensatory time, vacation time,
327 personal holiday, personal leave, or leave without pay for the subject matter expert to attend
328 negotiation sessions, or at the discretion of the supervisor an employee may adjust their
329 work schedule to present as a subject matter expert in negotiations. Attendance at the
330 formal negotiations session(s) during the employee subject matter expert's non-work time
331 will not be compensated for nor considered time worked.

332 B. Confidentiality/Media Communication

333 Formal negotiations sessions will be closed to the press and the public unless agreed
334 otherwise by the Chief Negotiators. No proposal will be placed on the parties' websites or
335 other public places such as bulletin boards. The parties are not precluded from

336 communicating with their respective constituencies about the status of negotiations while
337 they are taking place. There will be no public disclosure or public discussion of the issues
338 being negotiated until resolution is reached on all issues submitted for negotiations.
339

340 **ARTICLE 5**
341 **HIRING AND APPOINTMENTS**
342

343 **5.1 Filling Positions**

344 The District will determine when a position will be filled, the type of appointment to be
345 used when filling the position, and the knowledge, skills, and abilities necessary to perform
346 the duties of the specific position. The District shall determine whether a position will be
347 filled on a full-time or part-time basis. Consideration will be limited to individuals who
348 have the knowledge, skills, abilities, and qualifications required for the position.
349

350 **5.2 Types of Positions**

- 351 A. Employee: A person occupying a position and who is paid a salary or wage for services
352 rendered. A new employee must provide necessary documentation to comply with
353 Federal Law (I-9) within 3 days of employment.
- 354 B. Regular Employee: Any employee who has been appointed to continuous year-round
355 employment and receives employment benefits. Regular Employees are identified as
356 regularly scheduled Full-Time, Part-Time, and Limited Term Employees.
- 357 B. Temporary Employee: Any seasonal, contracted, project, or emergency employee hired
358 for usually less than one year and who is not eligible for employment benefits. If
359 employment continues for 12 consecutive months with compensated hours exceeding
360 70 hours every month, the temporary employee automatically becomes a Regular
361 Employee. Temporary Employees who become Regular Employees will not have to
362 complete another probationary period.
- 363 C. Exempt Employee: An employee who is paid a fixed salary, rather than an hourly wage,
364 and whose duties meet the criteria for exclusion from the state and federal overtime
365 wage requirements. Exempt Employees are entitled to Exchange Time.
- 366 D. Non-Exempt Employee: An employee who, because of their duties or hourly status, is
367 entitled to Compensatory Time compensation.
368

369 **5.3 Recruitment of Candidates**

370 The hiring process begins when a need for an employee is identified, whether by a vacancy
371 or as a result of a program enhancement.

- 372 A. The job description is reviewed or established and the position announcement is
373 developed. Advertising may be conducted using various means to solicit candidate
374 applications. The District will ensure diversity, equity and inclusion is included in their
375 hiring process.
- 376 B. Application materials shall be obtained from all interested parties. Interviews may be
377 conducted in a manner set forth by the Executive Director of the District.

378 C. A copy of the offer letter together with the application materials will be filed in the
379 Accounting Department as the beginning of the new employee's personnel file.
380 Accounting will prepare a Payroll Action Form for appropriate approvals.
381

382 **5.4 Opportunities for Bargaining Unit Applicants**

383 The District recognizes the importance of creating and maintaining opportunities for career
384 advancement for qualified bargaining unit employees. When a bargaining unit position
385 becomes available that the District intends to fill, if there are qualified bargaining unit
386 applicants for the position, the District will invite them to participate in the initial
387 interviews.
388

389 **5.5 Movement**

390 An employee may initiate a written request for a transfer or voluntary demotion to the
391 District Executive Director. If the employee is successful, the District may grant the
392 employee a transfer voluntary demotion or elevation as long as the employee possesses the
393 skills and abilities for the position.
394

395 **5.6 Permanent Status**

396 An employee, other than those designated as temporary, will attain permanent status in
397 their position upon successful completion of their probationary period.
398

399 **5.7 Probationary Period**

400 The Probationary Period for employees will be one hundred and eighty days (180) days of
401 continuous employment from the date on which an employee starts in their position.
402

403 **5.9 New Employee Orientation**

404 When new employees are hired, the Union will be given an opportunity to have a Union
405 representative speak to the new employees during their orientation for at least thirty (30) minutes
406 to provide information about the Union and this Agreement. The District will provide notice to
407 the Union's Council Representative and the Chief Steward of a new employee's hire at the same
408 time the new employee is given their appointment letter.

409 **ARTICLE 6**

410 **UNION DEDUCTIONS AND STATUS REPORTS**

411
412 **6.1 Notification to Employees**

413 The District will inform new, transferred, promoted, or demoted employees in writing prior
414 to appointment into positions included in the bargaining unit of the Union's exclusive
415 representation status. Upon appointment to a bargaining unit position, the District will
416 furnish the employees with membership materials provided by the Union. The District will
417 inform employees in writing if they are subsequently appointed to a position that is not in
418 a bargaining unit.
419

420 **6.2 Union Deduction**

- 421 A. Within thirty (30) days from when the Union provides written notice of employee’s
422 authorization for deduction in accordance with the terms and conditions of their signed
423 membership card, the District will deduct from the employee’s salary an amount equal
424 to the dues required to be a member of the Union. The District will provide payments
425 for the deductions to the Union at the Union’s official headquarters each pay period.
426 B. Forty-five (45) calendar days prior to any change in dues, the Union will provide the
427 District the percentage and maximum dues to be deducted from the employee’s salary.
428

429 **6.3 Voluntary Deductions**

430 A. People

431 The District agrees to deduct from the wages of any employee who is a member of the
432 Union deduction for the PEOPLE program. Written authorizations must be requested
433 in writing by the employee and may be revoked by the employee at any time by giving
434 written notice to both the District and the Union. The District agrees to remit
435 electronically, on each state payday, any deductions made to the Union together with
436 an electronic report showing:

- 437 a. Employee name;
438 b. Amount deducted for P.E.O.P.L.E.
439 c. Deduction code.

440 B. Trustmark Universal Life Insurance with Long Term Care

441 The District agrees to deduct from the wages of an employee who is a member of
442 the Union deductions for the Trustmark Universal Life Insurance with Long Term
443 Care. Written authorizations must be provided. Authorizations may be revoked by
444 the employee at any time by giving written notice to the District. The District agrees
445 to remit electronically, on each state payday, any deductions made to Trustmark
446 together with an electronic report showing:

- 447 a. Employee name;
448 b. Amount deducted for Trustmark
449 c. Deduction code.

450
451 **6.4 Status Reports**

452 A. No later than the tenth (10th) of each month, the District will provide the Union with a
453 report in an electronic format of the following data, if maintained by the District, for
454 employees in the bargaining unit:

- 455 a. Employee name;
456 b. Unique employee identification number and last four digits of social
457 security number;
458 c. Work phone number;
459 d. Work e-mail address (if available);
460 e. Position title;
461 f. Appointment date;
462 g. Pay scale group;

- 463 h. Pay scale level;
464 i. Employment percent;
465 j. Seniority date;
466 k. Separation date;
467 l. Total salary from which union dues is calculated;
468 m. Deduction amount;
469 n. Overtime eligibility designation.
- 470 B. Information provided pursuant to this Section will be maintained by the Union in
471 confidence according to the law.
- 472 C. The Union will indemnify the District for any violations of employee privacy
473 committed by the Union pursuant to this Section.

474
475 **6.5 Revocation**

476 An employee may revoke their authorization for payroll deduction of payments to the
477 Union by written request to the Union in accordance with the terms and conditions of their
478 signed membership card. Upon receipt by the District of confirmation from the Union that
479 the terms of the employee's authorization for payroll deduction revocation have been met,
480 every effort will be made to end the deduction effective on the first payroll, and not later
481 than the second payroll.

482
483 **6.6 Indemnification**

484 The Union agrees to indemnify and hold the District harmless from all claims,
485 demands, suits or other forms of liability that arise against the District for or on account
486 of compliance with this Article and any and all issues related to the

487
488 **ARTICLE 7**
489 **GRIEVANCE PROCEDURE**

490
491 **7.1 Objective**

492 The Union and the District agree that it is in the best interest of all parties to resolve disputes at
493 the earliest opportunity and at the lowest level. The Union and the District encourage
494 problem resolution between employees and management and are committed to assisting
495 in resolution of disputes as soon as possible. In the event a dispute is not resolved in an
496 informal manner, this Article provides a formal process for resolution.

497
498 **7.2 Terms and Requirements**

499 **A. Grievance Definition**

500 A grievance is an allegation by an employee, a group of employees or the employer that
501 there has been a violation, misapplication, or misinterpretation of this Agreement, which
502 occurred during the term of this Agreement. The term "grievant" as used in this Article
503 includes the term "grievants."

505 B. Filing a Grievance
506 Grievances may be filed by the Union on behalf of an employee or on behalf of a group
507 of employees.

508
509 The Employer may initiate a grievance of actions by authorized representatives believed
510 to be in conflict with this Agreement.

511
512 Computation of Time
513 The time limits in this Article must be strictly adhered to unless mutually modified in
514 writing. Days are calendar days, and will be counted by excluding the first day and
515 including the last day of timelines. When the last day falls on a Saturday, Sunday or
516 holiday, the last day will be the next day which is not a Saturday, Sunday or holiday.
517 Transmittal of grievances, appeals and responses will be in writing, and timelines will
518 apply to the date of receipt, not the date of postmarking. Grievances, appeals, and
519 responses may also be submitted electronically.

520
521 C. Failure to Meet Timelines
522 Failure by the Union to comply with the timelines will result in the automatic withdrawal
523 of the grievance. Failure by the District to comply with the timelines will result in the
524 District granting the requested remedies.

525
526 D. Contents
527 The written grievance must include the following information:
528 a. A statement of the pertinent facts surrounding the nature of the grievance;
529 b. The date upon which the incident occurred;
530 c. The specific article and section of the Agreement violated;
531 d. The steps taken to informally resolve the grievance and the individuals involved in
532 the attempted resolution;
533 e. The specific remedy requested;
534 f. The name of the grievant, or the group if it is a group grievance; and
535 g. The name and signature of the Union representative.

536
537 Failure by the Union to describe the steps taken to informally resolve the grievance at the
538 time of filing will not be the basis for invalidating the grievance.

539
540 E. Resolution
541 If the District provides the requested remedy or a mutually agreed-upon alternative, the
542 grievance will be considered resolved and may not be moved to the next step.

543
544 F. Withdrawal
545 A grievance may be withdrawn at any time.

546
547 G. Resubmission

548 If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

549

550 H. Pay

551 Release time will be provided to grievants and union stewards in accordance with Article 4,
552 Union Rights and Activities.

553

554 I. Consolidation

555 The District may consolidate grievances arising out of the same set of facts.

556

557 J. Bypass

558 Any of the steps in this procedure may be bypassed with mutual written consent of the
559 parties involved at the time the bypass is sought.

560

561 K. Grievance Files

562 Written grievances and responses will be maintained separately from the personnel files
563 of the employees.

564

565 **7.3 Filing and Processing**

566 A. Filing

567 A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance
568 or the date the grievant knew or could reasonably have known of the occurrence. This thirty
569 (30) day period will be used to attempt to informally resolve the dispute.

570

571 B. Alternative Resolution Methods

572 Any time during the grievance process, by mutual consent, the parties may use alternative
573 methods to resolve the dispute. If the parties agree to use alternative methods, the time
574 frames in this Article are suspended. If the selected alternative method does not result in a
575 resolution, the Union may return to the grievance process and the time frames resume. Any
576 expenses and fees of alternative methods will be shared equally by the parties.

577

578 C. Processing

579 **Step 1 - Executive Director of Designee**

580 If the issue is not resolved informally, the Union may present a written grievance to the
581 District's Executive Director or designee within the thirty (30) day period described
582 above. The Executive Director or designee will meet or confer by telephone with a
583 Union steward and/or Union staff representative and the grievant within fifteen (15)
584 days of receipt of the grievance, and will respond in writing to the Union within
585 fifteen (15) days after the meeting.

586

587 **Step 2 – Mediation**

588 If the grievance is not resolved at Step 1, the Union may file a request for mediation
589 with the Public Employment Relations Commission (PERC) in accordance with
590 [WAC 391-55-020](#), with a copy to district's Executive Director within thirty (30) days

591 of receipt of the Step 1 decision. In addition to all other filing requirements, the
592 request must include a copy of the grievance and responses.
593

594 **Step 3 - Arbitration:**

595 If the grievance is not resolved at Step 2, the Union may file a request for arbitration.
596 The demand to arbitrate the dispute must be filed with the American Arbitration
597 Association (AAA) within thirty (30) days of the Union's receipt of the Step 3
598 response.
599

600 **D. Selecting an Arbitrator**

601 The parties will select an arbitrator by mutual agreement or by alternately striking
602 names supplied by the AAA, and will follow the Labor Arbitration Rules of the
603 AAA unless they agree otherwise in writing.
604

605 **E. Authority of the Arbitrator**

606 The arbitrator will:

- 607 a. Have no authority to rule contrary to, add to, subtract from, or modify any
608 of the provisions of this Agreement;
- 609 b. Be limited in his or her decision to the grievance issue(s) set forth in the
610 original written grievance unless the parties agree to modify it.
- 611 c. The decision of the arbitrator will be final and binding upon the Union, the
612 District and the grievant.
613

614 **F. Arbitration Costs**

- 615 a. The expenses and fees of the arbitrator, and the cost (if any) of the hearing
616 room, will be shared equally by the parties.
- 617 b. If the arbitration hearing is postponed or canceled because of one party, that
618 party will bear the cost of the postponement or cancellation. The costs of
619 any mutually agreed upon postponements or cancellations will be shared
620 equally by the parties. If the cancellation is a result of factors outside the
621 control of either party, then the cancellation costs will be shared equally by
622 the parties.
- 623 c. If either party desires a record of the arbitration, a court reporter may be
624 used. If that party purchases a transcript, a copy will be provided to the
625 arbitrator free of charge. If the other party desires a copy of the transcript,
626 it will pay for half of the costs of the fee for the court reporter, the original
627 transcript and a copy.
- 628 d. Each party is responsible for the costs of its staff representatives, attorneys,
629 and all other costs related to the development and presentation of their case.
630 Every effort will be made to avoid the presentation of repetitive witnesses.
631 The Union is responsible for paying any travel or per diem expenses for its
632 witnesses, the grievant and the union steward.
- 633 e. If, after the arbitrator issues their award, either party files a motion with the

634 arbitrator for reconsideration, the moving party will bear the additional
635 expenses of the arbitrator.

636

637 **7.4 Successor Clause**

638 Grievances filed during the term of this Agreement will be processed to completion
639 in accordance with the provisions during the same term of this Agreement.

640

641

642

ARTICLE 8

643

DISCIPLINE & DISCHARGE

644 **8.1** The District will not discipline or discharge any permanent employee without “just
645 cause” as defined as fair and honest reason.

646

647 **8.2** Discipline includes oral and written reprimands, reductions in pay, suspensions,
648 demotions, and discharges. Oral reprimands will be identified as such and, if
649 documented, such documentation will be placed in the personnel file only, subject to
650 removal in accordance with Section 9.11. This article does not preclude the District from
651 providing informal feedback related to an employee’s performance.

652 **8.3** When disciplining an employee, the District will protect the privacy of the employee.

653

654 **8.4** The District has the authority to conduct investigations in a manner deemed appropriate
655 by the District.

656 Immediate supervisors are permitted to be present in conversations throughout the
657 disciplinary process.

658

659 **8.5** An employee has the right to a union representative at an investigatory interview called
660 by the District, if the employee reasonably believes discipline could result. Union
661 representatives may attend and observe, but shall not interfere or participate in, an
662 investigatory interview. Assistance and counsel is permitted prior to and following the
663 investigatory interview. An employee may also have a union representative at a pre-
664 disciplinary meeting. If the requested representative is not reasonably available, the
665 employee will select another representative who is available.

666

667 During an investigation, employees will answer all appropriate questions truthfully and to
668 the best of the employee’s knowledge.

669

670 The role of the union representative in regard to District -initiated investigations is to
671 provide assistance and counsel to the employee and not interfere with the District’s right
672 to conduct the investigation. The District, the employee, and the Union Representative or
673 Union Steward will engage cooperatively and respectfully throughout the investigation.
674 Cooperatively means fully and truthfully participating in the interview, attending

675 scheduled meetings, and working together in good faith. Respectfully means treating all
676 individuals with professionalism and kindness – yelling, swearing, name-calling or
677 threatening will not be tolerated. Failure to do so will be considered interference with or
678 failure to cooperate in the investigation.

679

680 The District will notify and advise the employee with updates of the status of the
681 investigation every thirty (30) days until the investigation is complete. Upon notification
682 that the Union is representing the employee for purposes of the investigation the District
683 will provide simultaneous notification to the Union on correspondence regarding the
684 investigation.

685

686 **8.6** An employee placed on an alternate assignment, or administrative leave if alternate
687 assignment is not applicable, during an investigation will not be prohibited from
688 contacting their union steward unless there is a conflict of interest, in which case the
689 employee may contact another union steward. This does not preclude the District from
690 restricting an employee’s access to the District’s premises, network or public records.

691

692 **8.7** Prior to imposing discipline, except oral or written reprimands, the District will inform
693 the employee and the union staff representative in writing of the reasons for the
694 contemplated discipline and an explanation of the evidence, copies of any written
695 documents relied upon to take the action and the opportunity to view other evidence, if
696 any. This information will be sent to the union staff representative on the same day it is
697 provided to the employee. The employee will be provided an opportunity to respond
698 either at a meeting scheduled by the District, or in writing if the employee prefers. A pre-
699 disciplinary meeting with the District will be considered time worked.

700

701 **8.8** The District will provide an employee with fifteen (15) calendar days’ written notice
702 prior to the effective date of a reduction in pay or demotion.

703

704 **8.9** The District will normally provide an employee with seven (7) calendar days’ written
705 notice prior to the effective date of a discharge. If the District fails to provide seven (7)
706 calendar days’ notice, the discharge will stand and the employee will be entitled to
707 payment of salary for time the employee would otherwise have been scheduled to work
708 had seven (7) calendar days’ notice been given.

709

710 However, the District may discharge an employee immediately without pay in lieu of the
711 seven (7) calendar days’ notice period if, in the District’s determination, the continued
712 employment of the employee during the notice period would jeopardize the good of the
713 District. The District will provide the reasons immediate action is necessary in the
714 written notice.

715

716 **8.10** The District will provide the Union with a copy of any disciplinary letters.

717

- 718 **8.11** The District has the authority to impose discipline, which is then subject to the grievance
719 procedure set forth in Article 7.
720
- 721 8.12 The district may immediately terminate an employee, without prior disciplinary meetings
722 or actions, for just cause offenses such as: deliberate dishonesty, theft, gross
723 insubordination or outright refusal to perform assigned work, immoral conduct, willful
724 violation of District policies, intoxication, threats and/or acts of violence towards any
725 person, threats and/or acts of vandalism, destruction or theft of public records, or
726 felony/misdemeanor conviction, or any other just cause offense warranting immediate
727 termination.
728
- 729 8.13 The District may put an employee on a performance improvement plan for minor
730 offenses such as: skill, communication, or attitude related matters.
731
- 732 8.14 Performance improvement plans will detail the areas that an employee must make
733 improvement, and a reasonable timeline for the employee to make that improvement, as
734 determined by the District. Performance improvement plans may last no longer than
735 ninety (90) days. If significant improvement is not met within ninety (90) days, the
736 employee may be subject to just cause termination. If the District determines that
737 significant improvement is demonstrated by the employee, a subsequent ninety (90) day
738 performance improvement plan may be issued.
739
- 740 8.15 The District will provide training and support, as deemed reasonable and feasible by the
741 District, to support the improvement of the performance of employees on a performance
742 improvement plan.
743

744 **ARTICLE 9**
745 **EMPLOYEE FILES**

- 746 **9.1** The District will maintain one (1) official personnel file for each employee. The Executive
747 Director will maintain the personnel file. This will not preclude the maintenance of all
748 lawful files and records as needed by the District. Additional employee files may include
749 attendance files, payroll files, and medical files.
750
- 751 **9.2** Each employee has the right to review their personnel file, attendance file, payroll file and
752 medical file. The District will determine the location of all employee files. An employee
753 may arrange to examine their own employee files. Written authorization from the
754 employee is required before any representative of the employee will be granted access to
755 employee files. Review of employee files will be in the presence of a District
756 representative during business hours. The employee and/or representative may not remove
757 any contents. The District may charge a reasonable fee for copying any materials beyond
758 the first copy requested by the employee or their representative.

759 **9.3** An employee may insert a reasonable amount of job-related material in their personnel file
760 that reflects favorably on their job performance. An employee may provide a written
761 rebuttal to any information in the files that they consider objectionable.

762
763 **9.4** Adverse material or information related to alleged misconduct that is determined to be
764 false, and all such information in situations where the employee has been fully exonerated
765 of wrongdoing, will be promptly removed from the employee's files. The District may
766 retain this information in a legal defense file.

767
768 **9.5** When documents in an employee file are the subject of a public disclosure request under
769 [RCW 42.56](#), the District will provide the employee with a copy of the request at least ten
770 (10) business days in advance of the intended release date.

771
772 **9.6** Employees will be provided a copy of all adverse material at the time the materials are
773 included in the personnel file.

774
775 **9.7** Information in employee files will be retained only as long as it has a reasonable bearing
776 on the employee's job performance or upon the efficient and effective management of the
777 District.

778
779 **9.8** Anonymous material, not otherwise substantiated, will not be placed in an employee file.

780
781 **9.9** The District will ensure the security and confidentiality of employee files.

782
783 **9.10** Medical files will be kept separate and confidential in accordance with state and federal
784 law.

785
786 **9.11 Removal of Documents**

787 A. Records of disciplinary actions will be removed from an employee's personnel file
788 after two (2) years if:

- 789 a. Circumstances do not warrant a longer retention period;
790 b. There has been no subsequent discipline.

791
792 B. Nothing in this Section will prevent the District from agreeing to an earlier removal
793 date.

794
795

796 **ARTICLE 10**
797 **UNION-MANAGEMENT COMMUNICATION COMMITTEE (UMCC)**

798 **10.1 Purpose**
799 The District and the Union endorse the goal of a constructive and cooperative relationship.
800 To promote and foster such a relationship, a Union-Management Communication

801 Committee will be established. The purpose of the committee(s) is to provide
802 communication between the parties, to share information, to address concerns and to
803 promote constructive union-management relations.
804

805 **10.2 Committees**

806 Either party may request a committee meeting and propose items for discussion on topics
807 which may include, but are not limited to: administration of the Agreement, changes to
808 applicable law, legislative updates, resolving workplace problems and/or organizational
809 change. Meetings will occur within thirty (30) days of when they were requested.

810 The committee(s) will meet, discuss and exchange information of a group nature and
811 general interest to both parties.

812 A. Participation

813 a. The District and Union will be responsible for the selection of their own
814 representatives. The number of participants will be mutually agreed upon prior
815 to meeting. Each party will provide to the other the names of their committee
816 members and items for the agenda at least ten (10) calendar days in advance of
817 the date of the meeting in order to facilitate preparation.

818 b. Employees attending pre-meetings during their work time will have no loss in
819 pay for up to thirty (30) minutes per committee meeting. Attendance at pre-
820 meetings during the employee's non-work time will not be compensated for nor
821 be considered as time worked.

822 c. Employees attending committee meetings during their work time will have no
823 loss in pay. Attendance at meetings during employees' non-work time will not
824 be compensated for nor be considered as time worked.

825 B. Meetings

826 All committee meetings will be scheduled on mutually acceptable dates and times. Each
827 party may keep written records of meetings. If the topics discussed require follow-up by
828 either party, it will be documented and communication will be provided by the responsible
829 party.

830 C. Scope of Authority

831 Committee meetings will be used for communications between the parties, to share
832 information and to address concerns. The committee will have no authority to conduct any
833 negotiations or modify any provision of this Agreement.
834

835 **ARTICLE 11**
836 **SENIORITY**

837 **11.1 Definition**

838 A. Seniority for District employees will be defined as the employee's length of
839 unbroken District service. For purposes of calculating actual hours worked for part-
840 time employees forty (40) hours will equal 7 days of seniority.

841 B. Adjustments

- 842 1. Leave without pay of fifteen (15) consecutive calendar days or less will not
843 affect an employee's seniority. When an employee is on leave without pay
844 for more than fifteen (15) consecutive calendar days, the employee's
845 seniority will not be affected when the leave without pay is taken for:
- 846 a. Military leave or United States Public Health Services;
 - 847 b. Compensable work-related injury or illness leave;
 - 848 c. Governmental service leave and leave to enter the Peace Corps, not
849 to exceed two (2) years and three (3) months;
 - 850 d. Reducing the effects of layoff;
 - 851 e. Temporary employment with the Union in accordance with Article
852 4;
 - 853 f. Formal contract negotiations;
 - 854 g. FMLA or Paid Family Leave;
 - 855 h. Volunteer firefighting leave;
 - 856 i. Jury duty leave.
- 857 C. When an employee is on leave without pay for more than fifteen (15) consecutive
858 calendar days and the absence is not due to one of the reasons listed in Subsection
859 11.1 B, above, the employee's seniority date will be moved forward in an amount
860 equal to the duration of the leave without pay.
- 861 D. When an employee is on unauthorized leave or suspended, the employee's seniority
862 date will be moved forward in an amount equal to the duration of the unauthorized
863 leave or suspension.
- 864 E. Time spent on a temporary layoff or when an employee's work hours are reduced
865 will not be deducted from the calculation of seniority.
- 866 F. Employees who are separated from District service due to layoff and are
867 reemployed within twelve (12) months of their separation date will not be
868 considered to have a break in service.
- 869 G. For employees who are separated due to disability and are reemployed within two
870 (2) years the time between separation and reemployment will be treated as leave
871 without pay and will not be considered a break in service.

872 **11.2 Ties**

873 If two (2) or more employees have the same unbroken District service date, ties will be
874 broken by length of service in the following order:

- 875 1. By calculating employment with other Conservation Districts;
 - 876 2. By random selection.
- 877

878 **11.3 Seniority List**

879 A copy of the seniority list will be provided to the Union annually by January 15th each
880 year.
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ARTICLE 12
STRIKES/LOCKOUTS

12.1 During the term of this Agreement nothing permits or grants to any employee the right to strike or refuse to perform their official duties. During the term of this Agreement nothing permits or grants the District the right to lock out its employees.

ARTICLE 13
SAVINGS CLAUSE

13.1 Partial Invalidity
If any court or administrative agency of competent jurisdiction finds any Article, Section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid Article, Section or portion.

ARTICLE 14
DISTRIBUTION OF AGREEMENT

14.1 The District will post the Agreement electronically on the District website as soon as feasible.

14.2 The District will provide all current and new employees with a link to the Agreement. All employees will be authorized access to the Agreement link. Each employee may print and staple or clip one (1) copy of the Agreement from the link on work time on District-purchased paper and District-owned equipment.

ARTICLE 15
MANDATORY SUBJECTS

15.1 In accordance with RCW 41.56 the District will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. Mandatory subjects are personnel matters including wages, hours and working conditions.

A. The District will notify the Executive Director of the Union of these changes in writing, citing this Article. The written notice must include:

1. A description of the intended change, including information relevant to the change;
2. Who will be affected by the change; and
3. The date the District intends to implement the change.

B. Within twenty eight (28) calendar days of receipt of the written notice the Union may request negotiations over the changes. The timeframe for filing a demand to

921 bargain will begin after the District has provided written notice to the Executive
922 Director of the Union. The twenty eight (28) calendar day period may be used to
923 informally discuss the matter with the District and to request/gather information
924 related to the proposed change.
925 C. In the event the Union does not request negotiations the District may implement the
926 changes without further negotiations unless both parties agree in writing to extend
927 the time.
928 D. There may be emergency or mandated conditions that are outside of the District's
929 control requiring immediate implementation, in which case the District will notify
930 the Union as soon as possible.
931

932 **15.2** Prior to making any change in written District policy, where the nature of the change is a
933 mandatory subject of bargaining, the District will notify the Union and satisfy its collective
934 bargaining obligations per Section 15.1.
935

936 **15.3 Negotiations**

937 A. The parties will agree to the location and time for the discussions and/or
938 negotiations. The District and the Union recognize the importance of scheduling
939 these discussions and/or negotiations in an expeditious manner and will schedule
940 negotiations as soon as possible.
941 B. Each party is responsible for choosing its own representatives for these activities.
942 The Union will provide the District with the names of its employee representatives
943 as soon as possible in advance of the meeting date.

944 **15.4 Release Time**

945 A. The District will approve paid release time for up to three (3) employee
946 representatives who are scheduled to work during the time negotiations are being
947 conducted.
948 B. No overtime or compensatory time will be incurred as a result of negotiations
949 and/or preparation for negotiations.
950

951 **ARTICLE 16**

952 **ENTIRE AGREEMENT**

953 **16.1** This Agreement constitutes the entire agreement and any past practice or agreement
954 between the parties whether written or oral, is null and void, unless specifically preserved
955 in this Agreement.
956

957 **16.2** This Agreement supersedes specific provisions of District policies with which it conflicts.
958

959 **16.3** During the negotiations of the Agreement, each party had the unlimited right and
960 opportunity to make demands and proposals with respect to any subject or matter
961 appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly
962 waives the right and will not be obligated to bargain collectively, during the term of this

963 Agreement, with respect to any subject or matter referred to or covered in this Agreement.
964 Nothing herein will be construed as a waiver of the Union's collective bargaining rights
965 with respect to matters that are mandatory subjects/topics under the law.
966

967 **ARTICLE 17**
968 **LAYOFF AND RECALL**

- 969 **17.1** A. The District will determine the basis for, extent, effective date and the length of
970 layoffs in accordance with the provisions of this Article. A layoff is a District-
971 initiated action that results in:
- 972 1. Separation from service;
 - 973 2. Employment in a position with a lower salary;
 - 974 3. Reduction in the work year; or
 - 975 4. Reduction in the number of work hours.
- 976 B. When it is determined that layoffs, other than a temporary layoff, will occur, the
977 District will provide written notice to the Executive Director of the Union, and the
978 WFSE council representative with:
- 979 1. As much advance notice as possible, but not less than thirty (30) calendar
980 days' notice (this time period may run concurrent with the notice period
981 provided by the District to the employee);
 - 982 2. An opportunity to meet with affected employees prior to the implementation
983 of the layoff; and
- 984 C. Upon the Union's request, the District will bargain impacts to the bargaining unit.
985 Bargaining will not serve to delay the onset of the layoff.
986

987 **17.2 Basis for Layoff**

- 988 A. The reasons for layoffs include, but are not limited to, the following:
- 989 1. Lack of funds;
 - 990 2. Lack of work; or
 - 991 3. Organizational change.
992

993 **17.3 Voluntary Layoff, Leave of Absence or Reduction in Hours**

994 An employee may volunteer to be laid off, take an unpaid leave of absence or reduce their
995 hours of work in order to reduce layoffs. Employees who volunteer to be laid off will have
996 their names placed on the layoff list.
997

998 **17.4 Probationary Employees**

999 Probationary employees will be laid off before permanent employees.
1000

1001 **17.5 Notification to Employees**

- 1002 A. Permanent employees will receive written notice at least twenty-one (21) calendar
1003 days before the effective layoff date. The notice will include:
- 1004 1. The basis for the layoff;
 - 1005 2. The employee's layoff unit options
- 1006 B. The Union will be provided with a copy of the notice.
- 1007 C. If the District chooses to implement a layoff action without providing twenty-one
1008 (21) calendar days' notice, the employee will be paid their salary for the days that
1009 they would have worked had full notice been given.
- 1010 D. Employees will be provided up to five (5) calendar days to accept or decline, in
1011 writing, any options provided to them. This time period will run concurrent with
1012 the twenty-one (21) calendar days' notice provided by the District to the employee.
- 1013 E. Days are calendar days, and will be counted by excluding the first day and including
1014 the last day of timelines. When the last day falls on a Saturday, Sunday or holiday,
1015 the last day will be the next day which is not a Saturday, Sunday or holiday.

1016 **17.6 Options**

1017 Employees being laid off will be provided with the three (3) highest paying available
1018 options, in descending order, as follows:

- 1019
- 1020 A. A vacant position at the same salary range for which the employee has the qualifications,
1021 skills and abilities
 - 1022
 - 1023 B. A vacant position in a lower salary range for which the employee has the qualifications,
1024 skills and abilities
 - 1025
 - 1026 C. A position held by the least senior employee at the same salary for which the employee
1027 has the qualifications, skills and abilities
 - 1028
 - 1029 D. A position held by the least senior employee in a lower paying job classification, for
1030 which the employee has the qualifications, skills and abilities.

1031

1032 **17.7 Recall**

- 1033 A. Permanent employees who are laid off will have their names placed on the layoff
1034 list for the position from which they were laid off or bumped. An employee's name
1035 will remain on the layoff list for twelve (12) months from the effective date of their
1036 layoff.
- 1037 B. When a vacancy occurs and where there are names on a layoff list, the District will
1038 fill the position with the most senior employee who has the skills and abilities to
1039 perform the duties of the position.
- 1040 C. Removal from Layoff Lists
- 1041 An employee will be removed from the layoff list if they waive appointments to a
1042 position three (3) times. In addition, an employee will have her name removed
1043 from all layoff lists upon retirement, resignation or discharge from the District.

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ARTICLE 18
LICENSURE AND CERTIFICATION

18.1 The District will continue its current practices related to licensure and certification or comply with 18.2, 18.3 and 18.4, below, whichever provides the greater benefit to the employee.

18.2 Conditions of Employment

When a license and/or certification is required as a part of the qualifications for a position prior to the appointment of an employee into the affected position, the employee will be responsible for the initial cost of the license and/or certification. Thereafter, the District will be responsible for maintaining the license and/or certification and for all renewal costs.

18.3 Outside Entity Requirements

When an outside entity, (e.g., by state regulation or local ordinance), requires a new license and/or certification following the appointment of the employee into the affected position, the District will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the District will be responsible for maintaining the license and/or certification and for all renewal costs.

18.4 District Convenience

When a license and/or certification is not required by an outside entity and the District, for its own convenience, requires a new license and/or certification following the appointment of the employee into the affected position, the District will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the District will continue to pay for maintaining the license and/or certification and for all renewal costs.

18.5 Employees will notify their Executive Director or designee if their work-related license and/or certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift, whichever occurs first.

18.6 Continuing Education Units

Employees in positions that require licensures or certifications with Continuing Education Unit (CEU) requirements will be allowed to do so on work time and at the District's expense, based on documentation from the licensure or certification provider. This provision does not apply to the Washington State driver's license.

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ARTICLE 19
SAFETY AND HEALTH

- 19.1** The District, employees, and the Union have a significant responsibility for workplace safety and health.
- A. The District will provide a work environment in accordance with safety and health standards established by the Washington Industrial Safety and Health Act (WISHA).
 - B. Employees will comply with all safety and health practices and standards established by the District.
 - C. The District and employees will contribute to a healthy workplace including not knowingly exposing co-workers and the public to conditions that would jeopardize their health or the health of others. The District may direct employees to use leave in accordance with Article 36 Sick Leave, when employees self-report contagious health conditions.
 - D. The Union will work cooperatively with the District on safety and health related matters and encourage employees to work in a safe manner.
- 19.2** Employees will take an active role in creating a safe and healthy workplace by reporting immediate safety issues to their supervisor. All parties will comply with [WAC 296-360-150](#) regarding unsafe work assignments. The District will address reported unsafe working conditions and take appropriate action.
- 19.3** The District will determine and provide the required safety devices, personal protective equipment and apparel, which employees will wear and/or use. The District will provide employees with orientation and/or training to perform their jobs safely. In addition, if necessary, training will be provided to employees on the safe operation of equipment prior to use.
- 19.4** At least once every two years, the District will conduct an Emergency Preparedness assessment and training, which will include how to respond in the event of an “active shooter.”
- 19.5 Remote Access:** When employees are required to work in areas lacking cellular coverage, the District will provide an emergency locator radio beacon or a radio with remote access or a satellite emergency notification device, for emergency use purposes.
- 19.6** The District and Council 2 recognize the importance of maintaining safe facilities and operations for the benefit of all District staff and the communities served by the District. We recognize the importance of prudent measures to prevent District employees, families, and loved ones from being exposed to, or infected by diseases.
- A.

1165 **20.4 Work-Issued Mobile Phones and Similar Devices:** District bargaining unit employees
1166 required to use a mobile phone/similar device for work purposes will be provided with a
1167 work mobile phone/similar device. The District will determine appropriate monthly service
1168 plans and will pay the associated costs. Proper usage and associated procedures regarding
1169 work mobile phones/similar devices are outlined in District Policy 8.2 (Organization
1170 Mobile Phone and Similar Devices).

1171 **ARTICLE 21**
1172 **HOLIDAYS**

1173 **21.1 Paid Holidays**

1174 The following days are paid holidays for all eligible employees:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	The Friday following the fourth Thursday in November
Christmas Day	December 25

1175

1176 **21.2 Observance of Holidays**

1177 The District may establish calendars that observe holidays on dates other than those listed
1178 above, or as modified by current institutional practices.

1179

1180 **21.3 Holiday Rules**

1181 As a trial, beginning January 1, 2025, a normal full-time workweek will be 36 hours per
1182 week rather than the historic 40 hours per week. As part of this trial, part-time employees
1183 will earn 7.2 hours for each holiday in 2025. This item may be renegotiated at the end of
1184 the trial.

1185 The following rules apply to all holidays.

- 1186 a. Employees who are scheduled to work 10-hour days will earn 10 hours per
1187 holiday.
- 1188 b. Employees who are scheduled to work 9-hour days will earn 9 hours per
1189 holiday.
- 1190 c. All other full-time employees will earn 8 hours per holiday.
- 1191 d. Employees who work less than a full-time schedule will earn 7.20 hours per
1192 holiday.

1193 e. Employees will be paid for the hours actually worked on a holiday at the
1194 overtime rate, only with prior written approval by the Executive Director.

1195 Holiday Pay

- 1196 A. Employees will receive pay equivalent to the employee's work shift on the holiday.
1197 B. When a holiday falls on the employee's scheduled workday, that day will be considered
1198 the holiday.
1199 C. When a holiday falls on the employee's scheduled day off the District will provide an
1200 alternate day off.
1201 D. When a holiday falls on a Saturday, the Friday before will be the holiday. When a
1202 holiday falls on a Sunday, the following Monday will be the holiday.
1203

1204 **Unpaid Holidays for Reason of Faith, Conscience, or Cultural Event**

- 1205 A. Leave without pay will be granted for up to two (2) workdays per calendar year for
1206 (1) a reason of faith or conscience; (2) an organized activity conducted under the
1207 auspices of a religious denomination, church, or religious organization; or (3) a
1208 cultural event, including tribal celebrations. Leave without pay may only be denied
1209 if the employee's absence would impose an undue hardship on the District as
1210 defined by [WAC 82-56](#) or the employee is necessary to maintain public safety.
1211 B. The District will allow an employee to use compensatory time, exchange time,
1212 personal holiday or vacation leave in lieu of leave without pay. All requests to use
1213 compensatory time, exchange time, personal holiday or vacation leave requests
1214 must indicate the leave is being used in lieu of leave without pay for a reason of
1215 faith or conscience.
1216 C. An employee's seniority date, probationary period will not be affected by leave
1217 without pay taken for a reason of faith or conscience.
1218 D. Employees will only be required to identify that the request for leave is for a reason
1219 of (1) a reason of faith or conscience; (2) an organized activity conducted under the
1220 auspices of a religious denomination, church, or religious organization; or (3) a
1221 cultural event, including tribal celebrations.
1222

1223 **ARTICLE 22**

1224 **PERFORMANCE EVALUATION**

1225 **22.1 Objective**

1226 The performance evaluation process gives the supervisor and the employee an
1227 opportunity to discuss performance goals and to assess and review the employee's

1228 and the supervisor’s performance with regard to those goals. As part of this process,
1229 supervisors and employees will create a plan to provide support to the employee
1230 and/or the supervisor in their professional development, with the intention that their
1231 skills and abilities are aligned with District mission and goals. Specific supervisor
1232 and employee problems or concerns will be raised at the time of the occurrence or
1233 the awareness of the occurrence.
1234

1235 **22.2 Evaluation Process**

- 1236 1. Supervisor will meet with the employee at the beginning of their review
1237 period to discuss the employee’s position description and make any
1238 necessary updates. The position description will include expectations for
1239 the review period.
- 1240 2. Supervisors and employees regularly provide informal feedback so they are
1241 aware of how they are performing.
- 1242 3. Formal performance appraisals should be conducted annually, around the
1243 employee’s anniversary date.
- 1244 4. New employees will receive a formal review within the first six months of
1245 their hire date. This review will include a discussion regarding the
1246 employee’s position description and making any necessary updates. The
1247 position description will include expectations for the subsequent review
1248 period.
- 1249 5. Prior to the formal review meeting, the employee completes a self-
1250 evaluation using the District’s Employee Evaluation and Development Plan
1251 form.
- 1252 6. The Employee Evaluation and Development Plan for includes:
 - 1253 a. Performance Feedback
 - 1254 b. Performance Expectations
 - 1255 c. Future Training and Development
 - 1256 d. Organizational Support Needs
 - 1257 e. Employee promotional and advancement opportunities.
- 1258 7. The position description will be the basis for the performance discussion.
1259 The discussion will start with a review of the position description for
1260 appropriateness to the duties assigned.
- 1261 8. A Peer Review form is also available and may be used at the option of the
1262 employee. The peer review is to be independent from the performance
1263 appraisal, and is designed to provide additional feedback to the employee.
1264 The employee and supervisor may select up to 3 people to prepare a peer
1265 performance evaluation. The supervisor will receive the evaluations, and
1266 prepare a compilation, maintaining the confidentiality of the individual
1267 evaluations. The supervisor will be responsible for accurately and fairly
1268 communicating to the employee the results from the peer review.
- 1269 9. Upon completion of the performance review, the supervisor will prepare a
1270 written evaluation for the employee, and the personnel file.

1271
1272 **22.3** If an employee disagrees with their performance evaluation, the employee has the right to
1273 attach a rebuttal.

1274
1275 **22.4** Performance evaluations will not be used to initiate discipline.

1276
1277

1278

ARTICLE 23

1279

SCIENTIFIC INTEGRITY AND FREEDOM OF SPEECH

1280 **23.1 Purpose**

1281 Currently the stated vision of the District is “to create healthy, functioning ecosystems in
1282 Thurston County through advocacy, education, and technical assistance efforts; thereby
1283 empowering every citizen of Thurston County to be a steward of the environment.” The
1284 organizational vision is subject to revision by the District. Scientific integrity and
1285 freedom of speech for District employees are necessary conditions in the fulfillment of
1286 the District’s vision.

1287

1288 **23.2** The District shall protect scientific integrity and bargaining unit members shall enjoy its
1289 benefits:

1290 A. In the conduct of research towards the fulfillment of the District’s Vision.

1291 B. In the development of their own education and communication methods, in all work
1292 settings including the classroom and in the field, to disseminate information to and to
1293 empower citizens of Thurston County in the creation and stewardship of healthy, and
1294 functioning ecosystems.

1295 C. In the pursuit of the publication of scientific, peer-reviewed articles and research.

1296

1297 **23.3** All bargaining unit members shall be guaranteed the protections of freedom of speech as
1298 derived from the First Amendment of the Constitution of United States and Article One,
1299 Section Five of the Washington State Constitution. In exercising speech rights outside of
1300 TCD sponsored scientific research, unit members shall note that they are speaking on
1301 their own behalf and not on behalf of the District.

1302

1303 **23.4** In exercising scientific integrity and freedom of speech, all bargaining unit members shall
1304 conduct themselves according to District policies and procedures, and uphold and
1305 communicate consistently with the Mission, Vision and Strategic Plan Priorities of the
1306 District.

1307

1308

ARTICLE 24

1309

TRAINING AND EMPLOYEE DEVELOPMENT

1310 **24.1** The District and the Union recognize the value and benefit of education, training seminars,
1311 workshops, and conferences designed to enhance an employee’s ability to perform their

1312 job duties. Training and all other employee development opportunities will be provided to
1313 employees in accordance with District policies and available resources.
1314

1315 **24.2** Attendance at district approved education, training seminars, workshops, and conferences
1316 will be considered time worked. The District will make reasonable attempts to schedule
1317 District approved training during an employee’s regular work shift. The District will pay
1318 the registration, and associated travel costs for District approved education, training
1319 seminars, workshops, and conferences.
1320

1321 **24.3 Master Agreement Training**

1322 A. The District and the Union agree that training on this agreement is important for
1323 the day-to-day administration of this Agreement and will jointly develop and
1324 facilitate a training on this agreement.

1325 B. The training will be conducted once annually for every year of the agreement and
1326 will be considered time worked for all bargaining unit members wishing to
1327 participate.
1328

1329 **24.4** Employees will communicate their education and training desires annually through the
1330 performance evaluation process.
1331

1332 **24.5** Employees who use District, and/or State tuition reimbursement/waiver programs may
1333 request flexible schedules and schedule changes to attend college courses.
1334

1335 **ARTICLE 25**

1336 **TRAVEL**

1337 Employees required to travel in order to perform their duties will be reimbursed for any
1338 authorized travel expenses (e.g., mileage and/or per diem), in accordance with the regulations
1339 established by the District policy.
1340

1341 **ARTICLE 26**

1342 **VOLUNTEERS AND INTERNS**

1343 The District will utilize volunteers and interns only to the extent they supplement and do not
1344 supplant bargaining unit employees. Volunteers and interns will not supervise bargaining unit
1345 employees.
1346

1347 **ARTICLE 27**

1348 **HEALTH CARE COVERAGE AND WELLNESS**

1349 **27.1 Health Care Coverage**

1350 A. The District will continue its current policy of offering paid coverage to employees.
1351 Health Care Coverage will include; medical coverage, prescription coverage, dental,

1352 vision and basic life insurance. The parties will meet annually before November 15th
1353 once plan information becomes available to negotiate future Health Care Coverage to be
1354 implemented effective January 1st of the following calendar year.

1355
1356 B. The District will provide an insurance plan option to pay seventy five percent (75%) of
1357 dependent, spousal, and domestic partner coverage. The District will allow coverage for
1358 partners not classified as “spouses” that are allowed for under the insurance plan.
1359 District allowances for partners cannot be more restrictive than what the insurance plan
1360 permits. The employee’s share must be paid by the employee either through payment or
1361 withdrawal from their payroll check. Employees will notify the District by November
1362 25th of each year which plan option they would like to enroll/renew for the following
1363 year.

1364
1365 C. For the purposes of this Article only, and only in accordance with the Affordable Care
1366 Act (ACA), regular and limited duration employees employed on average at least 30
1367 hours of service per week, or 130 hours of service per month, will be considered full-
1368 time for the purpose of medical, dental and basic life insurance benefits. If this provision
1369 of the ACA is amended or rescinded, this paragraph will become void and the District
1370 will immediately return to its previous definition of “full-time employee” for other
1371 purposes, upon which time only eligible regular and limited duration employees
1372 regularly scheduled to work the weekly number of hours equal to the regular work
1373 schedule of the department will be considered full-time.

1374
1375 **27.2 Health Reimbursement Account**

- 1376 A. The District will establish and provide a health reimbursement account for all
1377 medical expenses that are excludable from gross income under applicable law.
1378 B. Each January during the term of this agreement, employees will have the option to
1379 choose from two offered HRA plans:
1380 a. Plan A: \$750 annual HRA
1381 b. Plan B: \$450 annual HRA and \$300 Wellness Allowance (detailed in
1382 27.3(B))
1383 C. Based on the selected plan option, the District will contribute the appropriate
1384 amount to each permanent employee’s health reimbursement account (\$750 for
1385 Plan A or \$450 for Plan B), along with the two hundred seventy five dollar (\$275)
1386 HRA plan renewal fee.
1387 D. Beginning January 1, 2020 the District will pay the one-time HRA plan set-up fee
1388 of three hundred seventy five dollars (\$375).
1389 E. Unused balances as of December 31st of each calendar year will return to the
1390 District.

1391
1392 **27.3 Wellness**

1393 The parties mutually agree to support affordable and innovative ways to promote
1394 employee wellness.

- 1395 A. As approved by the Executive Director, permanent bargaining unit
1396 members will be allowed schedule adjustments to attend approved
1397 health enhancement meetings such as nutrition education and
1398 substance abuse programs.
- 1399 B. **Wellness Allowance:** The District shall reimburse employees who select
1400 Plan B (above in 27.2(B)) up to three hundred dollars (\$300) annually
1401 for the purpose of promoting wellness by subsidizing individual
1402 gym/fitness memberships, fitness classes, fitness program expenses, or
1403 fitness equipment. Requests for reimbursement covering costs for the
1404 calendar year must be submitted, with accompanying receipts, to the
1405 Finance & Administrative Manager no later than January 15th of the
1406 following year. Unused balances as of December 31st of each calendar
1407 year will return to the District. Reimbursable expenses must comply with
1408 any and all laws and regulations for this type of benefit.

1409
1410 **ARTICLE 28**

1411 **DISTRICT CLOSURE**

- 1412 **28.1** If the Executive Director or designee of the District determines that the public health,
1413 property or safety is jeopardized and it is advisable due to emergency conditions to
1414 suspend the operation of the District, the following will govern employees:
- 1415 A. Hours that the District office is officially closed due to inclement weather, natural
1416 disaster, or other emergent circumstances will be counted as hours worked for the
1417 purposes of leave and benefit accrual for all employees.
- 1418
- 1419 B. If the office is officially open and an employee is still unable to get to work
1420 because of inclement weather, natural disaster, or other emergent circumstances,
1421 the employee shall make a telework arrangement with their supervisor or charge
1422 the time absent to the following, in order listed:
- 1423 1) Compensatory time;
1424 2) Exchange time;
1425 3) Sick leave and/or annual leave;
1426 4) Leave without pay. However, at the request of the employee, leave without
1427 pay shall be permitted rather than paid time off.
- 1428
- 1429 **28.2** If, due to power or internet outage where work duties are internet-dependent, the
1430 employee is unable to telework, the District will work with the employee to arrange a
1431 work space or absent time will be charged to the following, in the order listed:
- 1432 1) Compensatory time;
1433 2) Exchange time;
1434 3) Sick leave and/or annual leave;

1435 4) Leave without pay. However, at the request of the employee, leave without pay
1436 shall be permitted rather than paid time off.

1437 **28.3** If District employees experience a heat wave, employees will be permitted flextime, as
1438 business needs allow, so that employees can work during cooler parts of the day. The
1439 District will also work with employees to make cool work spaces available at the office
1440 for employees that lack air conditioning at their telework sites.

1441
1442 **28.4** Tardiness due to an employee's inability to report for scheduled work because of
1443 inclement weather, natural disaster, or other emergent circumstances will be allowed up
1444 to one hour at the beginning of the workday. Inclement weather tardiness in excess of one
1445 hour shall be charged as provided in section 28.1 B. In extreme extenuating
1446 circumstances, the Executive Director may allow time in excess of one hour.

1447 **28.5** An employee unable to report to work due to inclement weather, natural disaster, or other
1448 emergent circumstances must call their supervisor within thirty (30) minutes, or as soon
1449 as practical, of the employee's normal beginning time for work.

1450

1451

ARTICLE 29

1452

COMMUTE TRIP REDUCTION

1453 **29.1** The District will continue to encourage but not require employees to use alternate means
1454 of transportation to commute to and from work consistent with the Commute Trip
1455 Reduction law and the needs of the District. In addition, the District recognizes the benefit
1456 of electrical vehicles in reducing emissions and providing the public with cleaner air.

1457

1458 **29.2** The District and the Union recognize the value of compressed workweeks, flextime
1459 arrangements and telecommuting/telework.

1460

1461 **29.3** Employees may choose an alternative work schedule with supervisor approval to enable
1462 them to carpool, use transit, or reduce their vehicle miles traveled (See Article 35).

1463

29.4 Public Transit, Carpools, Walking and Cycling

1465 A. The District will encourage carpooling, walking and bicycling options. The
1466 District will also provide safe bicycle storage for bicycle commuters.

1467 B. The District will offer flexible work hours if possible to assist employees to meet
1468 the varied transit schedules, and will reimburse up to \$36 per month toward the
1469 expense of the monthly transit tickets.

1470

29.5 Electric Vehicles

1472 The District will allow use of an electric outlet for charging electric vehicles for level one
1473 (1) charging.

1474

1475 **29.6 Telecommuting/Telework**

1476 Teleworking is a business practice that benefits the District, employees, the economy and
1477 the environment. Telework is a tool for reducing commute trips, pollutants, energy
1478 consumption and our carbon footprint. Telework may result in economic, organizational
1479 and employee benefits such as increased productivity and morale, reduced use of sick
1480 leave, reduced parking needs and office space. Telework contributes to work life balance.

1481
1482 The District supports and encourages appropriate use of telework.

- 1483 A. Telework is the practice of using mobile technology to perform required job functions
1484 from home or another District approved location.
- 1485 B. District employees will be permitted to telework, as is consistent with their position’s
1486 duties.
- 1487 C. The District may require an employee to attend meetings in person. The District may
1488 require in-office or field presence due to specific work priorities or projects that require
1489 in-person presence.
- 1490 D. The Employer reserves the right to reduce, modify or eliminate an employee telework
1491 assignment based on business needs or if there are performance and/or attendance
1492 concerns, to include not complying with the terms of a telework agreement. Prior to
1493 reduction, modification, or elimination of a telework assignment for performance or
1494 attendance concerns, the Employer will provide an employee with advance notice of
1495 two weeks and an opportunity to correct the stated concerns.
- 1496 E. District employees that telework will be provided with basic telework equipment,
1497 including a work-issued laptop/computer. Equipment furnished to employees will be
1498 the property of the District.
- 1499 F. If a telework request is denied in full/in part, the District will provide a written summary
1500 outlining the reasons why the request was not granted in full/in part.

1501

1502

ARTICLE 30

1503

RESIGNATION

1504 **30.1** District employees who voluntarily terminate their employment must give at least two
1505 weeks written notice to their supervisor, stating the reason(s) for the resignation.

1506

1507 **30.2** An exit interview should take place within the notice period given by the employee.

1508

1509 **30.3** When any employee ceases to work for the District, whether by discharge or by voluntary
1510 withdrawal, the wages due the employee, including accrued vacation, exchange time and
1511 comp time, and 25% of sick leave shall be paid no later than the end of the established pay
1512 period.

1513

1514 **30.4** The District will permit an employee to withdraw their resignation at any time prior to the
1515 effective date.

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1518
1519

ARTICLE 31
EMPLOYEE PRIVACY

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1521
1522
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1524

31.1 Confidentiality

Employees have the right to confidentiality related to individual performance, personal information and personnel issues. The District will take appropriate steps to maintain such confidentiality.

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1526
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1530

31.2 Off-Duty Conduct

The off-duty activities of an employee will not be grounds for disciplinary action unless said activities are proven to be detrimental to the operations of the District. Employees will report to their supervisor, program manager or director any arrests, criminal citations, court-imposed sanctions or conditions that are required to be reported by law by the start of their next scheduled work shift.

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ARTICLE 32
LEGAL DEFENSE

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If a bargaining unit employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of their employment for the District, the employee has the right to representation and indemnification through the District. Article 32 does not apply and protect covered employees from lawsuits unrelated to their work with or for the District.

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1542

ARTICLE 33
MANAGEMENT RIGHTS

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Except as modified by this agreement, the District retains all rights, powers and duties of management which include, but are not limited to, the right to:

- A. Determine the District's functions, programs, organizational structure and use of technology in accordance with RCW 89.08;
- B. Determine and amend the District's budget and budgetary priorities;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the functions of the District during an emergency;
- E. Determine the District's mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the District;
- G. Determine the location of operations, offices, work sites, including permanently moving or temporarily moving operations in whole or in part to other locations;

- 1555 H. Contract for provision of goods or services, other than those customarily and historically
1556 performed by bargaining unit employees;
1557 I. Establish work performance standards, which include, but are not limited to, the priority,
1558 quality and quantity of work;
1559 J. Establish or abolish positions and determine the skills and abilities necessary to perform
1560 the duties of such positions;
1561 K. Select, hire, assign, evaluate, retain, promote, layoff or discipline employees for just
1562 cause;
1563 L. Develop classifications and determine, prioritize and assign the work to be performed as
1564 appropriate for those classifications.

1565 Thurston Conservation District retains the right to operate in accordance with the mandatory
1566 governing laws and regulations for Conservation Districts:

- 1567 A. [RCW 89.08 Conservation Districts](#)
1568 B. [RCW 42.30 Open Public Meetings Act](#)
1569 C. [RCW 42.56 State Public Records Act](#)
1570 D. [RCW 42.20 Misconduct of Public Officers](#)
1571 E. [RCW 42.23 Code of Ethics for Municipal Officers](#)
1572 F. [WAC 135-110 Election and Replacement of Conservation District Supervisors](#)

1573 Thurston Conservation District retains the right to operate in accordance with RCW 41.56 Public
1574 Employees' Collective Bargaining.

1575

1576 Nothing in this collective bargaining agreement is intended to conflict with any requirement of
1577 these listed statutes and WAC and this collective bargaining agreement is to be interpreted in a
1578 manner consistent with any such requirement.

1579

1580

1581

ARTICLE 34

1582

POSITION RATING PROCESS

1583

34.1 Position Description

1585 A position description will be maintained for every position. The District will conduct
1586 reviews of position descriptions as needed, or at the request of any District employee with
1587 regard to their respective position. The District will provide to the Union any changes to
1588 position descriptions, or created position descriptions for new positions. Upon request of
1589 the Union, the District will bargain, in accordance with article 15, Mandatory Subjects, the
1590 effect(s) of the changes to position description, or created position description for new
1591 positions.

1592

34.2 Procedure

1594 A. When a position is created or undergoes a substantial change, the Executive
1595 Director will review the position rating to determine the appropriate salary range.

- 1596 B. Position descriptions will list the primary duties and responsibilities assigned to the
1597 position, skills and abilities needed for the position, essential functions of the
1598 position, other job-related information, and expectations of the position and the
1599 review period.
- 1600 C. When a position is created or undergoes a substantial change, the Executive
1601 Director will review the position rating to determine the appropriate salary range.
1602 The following tools will be used to determine the appropriate salary range
- 1603 1. Current position description
 - 1604 2. Knowledge of the District and job market
 - 1605 3. Relationship to other positions at the District
- 1606 If an employee requests clarification or change to their position rating or feels that
1607 information provided was incomplete or inaccurate, that employee may present
1608 information to the Executive Director. This request should be directed to the Executive
1609 Director.
- 1610

1611 **ARTICLE 35**

1612 **HOURS OF WORK, OVERTIME, EXCHANGE TIME**

1613 **35.0 Reduced-Hour Workweek Trial**

1614 As a trial, beginning January 1, 2025, a normal full-time workweek will be 36 hours per week
1615 rather than the historic 40 hours per week.

- 1617 1. **Trial Period Evaluation:** In the first & second quarters of 2025 staff and the board will
1618 agree on the metrics to evaluate the trial of 36-hour workweek. During the trial, staff will
1619 collect data and report the results of the trial based on these metrics to the board. Staff
1620 will work to address issues as they arise. At the end of 2025, the board and staff will
1621 review the evaluation results. The board and staff may choose to continue the trial
1622 through 2026. By October 2026 (at the very latest), board and staff will review the results
1623 of the trial period and will determine the plan forward: 1) move to a 32-hour workweek;
1624 2) remain at a 36-hour workweek; 3) return to a 40-hour workweek.
- 1625 2. At the end of the trial period if the board and staff choose to:
 - 1626 ○ **Move to a 32-Hour workweek,** Staff will receive a 3.5% COLA annually. Staff
1627 will return to 2 Personal Days.
 - 1628 ○ **Remain at a 36-hour workweek,** Staff will earn an additional \$100 towards the
1629 HRA. Staff will maintain the 6 personal days. Staff will earn a 5.25% COLA in
1630 the first year and in subsequent years will receive a 3.5% COLA annually.
 - 1631 ○ **Return to a 40-hour workweek,** staff will earn an additional \$100 towards the
1632 HRA. Staff will maintain the 6 personal days. Staff will earn a 5.25% COLA and
1633 a step increase in the first year and in subsequent years will receive a 3.5% COLA
1634 annually.
 - 1635 ○ If agreement cannot be reached, this article and staff compensation articles will be
1636 reopened for negotiation at the end of the trial period.

1637 **35.1 Definitions**

1638 A. Workweek

1639 The customary workweek for employees is 36 hours per week. For payroll and
1640 overtime purposes the work week is defined as Sunday at 12:00 a.m. PST to
1641 Saturday at 11:59 p.m. PST.

1642
1643 When necessary, to avoid issues with project implementation, supervisors may
1644 instruct staff to work more than 36 hours, up to 40 hours, for a particular week.

1645 B. Overtime Eligible Employees

1646 Employees who are covered by the overtime provisions of state and federal law
1647 (FLSA Non-Exempt).

1648 C. Overtime Exempt Employees

1649 Employees who are not covered by the overtime provisions of state and federal law
1650 (FLSA Exempt).

1651 D. Full-time Employees

1652 Employees who are scheduled to work thirty-six (36) hours per work week.

1653 E. Part-time Employees

1654 Employees who are scheduled to work less than thirty-six (36) hours per work
1655 week.

1656

1657 **35.2 Contact, Late for Work**

1658 If an employee knows that they will be late for work or absent, it is the employee's
1659 responsibility to contact his or her supervisor as soon as possible.

1660

1661 **35.3 Meal and Rest Periods**

1662 A. Employees are allowed an unpaid meal period of at least 30 minutes which
1663 commences no less than 2 hours nor more than 5 hours from the beginning of the
1664 shift. No employee shall be required to work more than 5 consecutive hours
1665 without an unpaid meal period. Employees working 3 or more hours longer than a
1666 normal workday are allowed at least one unpaid 30-minute meal period prior to or
1667 during the overtime period.

1668 D. Employees are allowed a rest period of not less than 10 minutes on the District's
1669 time for each 4 hours of working time. Paid rest periods shall be scheduled as near
1670 as possible to the midpoint of the work period. An employee is not required to
1671 work more than 3 hours without a paid rest period. Where the nature of the work
1672 allows, employees may take intermittent paid rest periods equivalent to 10 minutes
1673 for each 4 hours worked; scheduled rest periods are not required.

1674

1675 **35.4 Overtime**

1676 A. Overtime for all overtime eligible employees must be approved in advance by the
1677 Executive Director.

1678 B. Overtime work is work in excess of 40 hours per week.

1679 C. The Overtime Rate will be one and one-half (1-1/2) of an employee's regular rate
1680 of pay.
1681

1682 **35.5 Compensatory Time**

1683 A. Compensatory Time in Lieu of Cash for Overtime

1684 The District may grant Compensatory Time in lieu of cash payment to an overtime-
1685 eligible employee. Compensatory Time is time off with pay in lieu of overtime pay
1686 for pre-approved hours worked in excess of forty (40) per week. Compensatory
1687 Time must be granted at the rate of one and one-half (1-1/2) hours of Compensatory
1688 Time for each hour of overtime worked.

1689 B. Compensatory Time Use

1690 An employee must use Compensatory Time prior to using vacation leave.
1691 Compensatory Time must be pre-approved, used and scheduled in the same manner
1692 as in Article 37, Vacation Leave. Employees may use Compensatory Time for
1693 leave for the same reasons described in Article 37, Vacation Leave.

1694 C. Compensatory Time Carry Over

1695 Employees will be allowed to carry forward, from year to year of service, any
1696 unused Compensatory Time allowed under this provision and will retain and carry
1697 forward any unused Compensatory Time accumulated prior to the effective date of
1698 this Agreement. A combination of compensatory and vacation time is capped at
1699 288 hours (see Article 37).

1700 D. Compensatory Time Separation

1701 Any employee, who has been employed for at least six (6) continuous months will
1702 be entitled to payment for Compensatory Time leave credits when they:

- 1703 A. Resign,
- 1704 B. Retire,
- 1705 C. Are laid-off, or
- 1706 D. Are terminated by the District.

1707 In addition, a designated beneficiary, or the estate of a deceased employee if there
1708 is no beneficiary, will be entitled to payment for Compensatory Time leave credits.
1709

1710 **35.6 Exchange Time**

1711 A. The District may grant Exchange Time in lieu of cash payment to overtime exempt
1712 employees who work more than 40 hours a week and to overtime non-exempt
1713 employees who work more than 36 hours and up to 40 hours a week. Exchange
1714 Time must be granted at the rate of one (1:1) hour for each hour of overtime worked.

1715 B. Exchange Time Use

1716 An employee must use Exchange Time prior to using vacation leave. Exchange
1717 Time must be pre-approved, used and scheduled in the same manner as in Article
1718 37, Vacation Leave. Employees may use Exchange Time for the same reasons
1719 described in Article 37, Vacation Leave.

1720 C. Exchange Time Carry Over

1721 Exchange time does not carry over from year to year. Exchange time will be capped
1722 for non-exempt employees at 36 hours.

1723 D. Exchange Time Separation

1724 Any employee, who has been employed for at least six (6) continuous months will
1725 be entitled to payment for Exchange Time leave credits when they:

- 1726 A. Resign,
- 1727 B. Retire,
- 1728 C. Are laid-off, or
- 1729 D. Are terminated by the District.

1730 In addition, a designated beneficiary, or the estate of a deceased employee if there
1731 is no beneficiary, will be entitled to payment for Exchange Time leave credits.

1732

1733 **Alternative Work Schedules**

1734 A. In order to better utilize the workforce for the District and increase employee
1735 productivity, the District will make alternative work schedules an option available
1736 for employees, subject to the approval of the Executive Director.

1737 B. Salaried employees must always record at least 36 hours each week. Part-time
1738 hourly employees may create flexible workweeks. Work shifts of different number
1739 of hours may be established for employees, with approval, as long as the business
1740 and customer service needs of the District are met, and the alternative work
1741 schedule meets federal and state laws.

1742 C. To establish or amend a flexible work schedule:

- 1743 1. The employee must seek approval from their supervisor.
- 1744 2. Hours of the alternative schedule may be non-traditional office hours as
1745 long as the Employee completes expected work, and the schedule aligns
1746 with the District's business need.

1747 D. Previously approved alternative work schedules will only be rescinded if business
1748 and customer service needs are not being met, new work assignments or tasks
1749 require a revision to the alternative work schedule, or performance or attendance
1750 concerns occur. Alternative work schedules may only be rescinded with a two-
1751 week notice, excluding emergent needs. The District will consider employees'
1752 personal and family needs when rescinding previously approved alternative work
1753 schedules.

1754

1755

1756

ARTICLE 36
SICK LEAVE

1757 **36.1 Sick Leave Accrual**

1758 As a trial, beginning January 1, 2025, a normal full-time workweek will be 36 hours per
1759 week rather than the historic 40 hours per week. As part of this trial, full-time employees
1760 will accrue 7.20 hours of sick leave per month in 2025. This item may be renegotiated at
1761 the end of the trial.

1762 Sick leave is accrued under the following conditions:

- 1763 1. Employees working less than a full-time schedule will accrue sick leave credit on
1764 a prorated basis based on a 36-hour workweek..
- 1765 2. Sick leave credit will not accrue for employees during leave without pay which
1766 exceeds ten (10) working days in any calendar month.
- 1767 3. Sick leave accruals for the prior calendar month will be credited and available for
1768 employee use the first of the next calendar month.

1769

1770 **36.2 Sick Leave Use**

1771 Sick leave may be used for:

- 1772 A. An employee's mental or physical illness, injury, or health condition; to
1773 accommodate the employee's need for medical diagnosis, care, or treatment of a
1774 mental or physical illness, injury, or health condition; or an employee's need for
1775 preventive medical care;
- 1776 B. A death of a loved one.
- 1777 C. Childcare or eldercare emergencies.
- 1778 D. Illness care or health care appointments of relatives, significant others and domestic
1779 partners when the presence of the employee is required. Care for dependents
1780 (family members in employee's immediate care), significant others or domestic
1781 partners that require treatment or supervision, or to make arrangements for
1782 extended care.

1783

1784 **36.3 Use of Compensatory Time, Vacation Leave or Personal Holiday for Sick Leave** 1785 **Purposes**

1786 The District will allow an employee who has used all of their sick leave to use
1787 compensatory time, vacation leave, or a personal holiday for sick leave purposes.

1788

1789 **36.4 Restoration of Vacation Leave**

1790 In the event an employee is injured or becomes ill while on vacation leave, the employee
1791 may submit a written request to use sick leave and have the equivalent amount of
1792 vacation leave restored.

1793

1794 **36.5 Sick Leave Reporting and Verification**

- 1795 A. An employee must promptly notify their supervisor on their first day of sick leave
1796 and each day after, unless there is mutual agreement to do otherwise.
- 1797 B. If the District suspects abuse, the District may discuss FMLA eligibility and/or
1798 require a written medical certificate for any sick leave absence. When a medical
1799 certificate is required, the District will state the reasons for suspicion of sick leave
1800 abuse.
- 1801 C. An employee returning to work after any sick leave absence may be required to
1802 provide written certification from their health care provider that the employee is

- 1803 able to return to work and perform the essential functions of the job with or without
1804 reasonable accommodation.
- 1805 D. The District may not adopt or enforce any policy that counts the use of paid sick
1806 leave for an authorized purpose as an absence that may lead to or result in
1807 discipline against the employee.
- 1808 E If the District requires an employee to provide verification from a health care
1809 provider identifying the need for use of paid sick leave the District must not
1810 require that the information provided explain the nature of the condition. If the
1811 District obtains any health information about an employee or an employee's
1812 family member, the District must treat such information in a confidential manner
1813 consistent with applicable privacy laws.
- 1814 F District-required verification may not result in an unreasonable burden or expense
1815 on the employee.
1816

1817 **36.6 Separation**

1818 Any employee, who has been employed for at least six (6) continuous months will be
1819 entitled to payment for 25% of their sick leave credits when they:

- 1820 A. Resign,
1821 B. Retire,
1822 C. Are laid-off, or
1823 D. Are terminated by the District.

1824 In addition, a designated beneficiary first, or the estate of a deceased employee if there is
1825 no beneficiary, will be entitled to payment for sick leave credits.
1826

1827 **36.7 Carry Forward and Transfer**

1828 Employees will be allowed to carry forward, from year to year of service, any unused sick leave
1829 allowed under this provision, and will retain and carry forward any unused sick leave
1830 accumulated prior to the effective date of this Agreement.
1831

1832 **ARTICLE 37**
1833 **VACATION LEAVE**

1834 The District believes that vacation leave is a benefit for both the employee and the organization.
1835 District employees are encouraged to take leave.
1836

1837 **37.1 Accrual**

1838
1839 A. Regular employees begin accruing vacation leave immediately upon hiring. Time spent
1840 with other conservation districts will be used in conjunction with time at the District to
1841 determine the accrual rate.
1842

1843 As a trial, beginning January 1, 2025, a normal full-time workweek will be 36 hours per
1844 week rather than the historic 40 hours per week. As part of this trial, employees will earn

1845 pro-rated vacation days based on a 36-hour workweek. This item may be renegotiated at
 1846 the end of the trial.

1847
 1848 Full-time Employees shall accrue vacation leave each year of employment as follows:

Years of Washington State Conservation District Employment	2025 36-Hour Workweek (90%)	
	Monthly Accrual Rate	Per Year Accrual
During the 1 st year of employment	7 hours, 12 mins (7.20 hours)	86 hours, 24 mins (86.40 hours)
During the 2 nd year of employment	8 hours, 24 mins (8.40 hours)	100 hours, 48 mins (100.80 hours)
During the 3 rd year of employment	9 hours	108 hours
During the 4 th year of employment	9 hours, 36 mins (9.60 hours)	115 hours, 12 mins (115.20 hours)
During the 5 th and 6 th years of employment	10 hours, 12 mins (10.20 hours)	122 hours, 24 mins (122.40 hours)
During the 7 th , 8 th and 9 th years of employment	10 hours, 48 mins (10.80 hours)	129 hours, 36 mins (129.60 hours)
During the 10 th , 11 th , 12 th , 13 th and 14 th years of employment	12 hours	144 hours
During the 15 th , 16 th , 17 th , 18 th , 19 th and 20 th years of employment	13 hours, 12 mins (13.20 hours)	158 hours, 24 mins (158.40 hours)
During the 21 st , 22 nd , 23 rd and 24 th years of employment	14 hours, 24 mins (14.40 hours)	172 hours, 48 mins (172.80 hours)
During the 25 th and more years of employment	15 hours	180 hours

1849
 1850 B. Employees working less than full-time will accrue vacation leave on a prorated basis,
 1851 based on a 36-hour workweek.

1852
 1853 **37.2 Accrual Maximum**

1854 The maximum allowable accrual balance for the sum total of vacation and compensatory
 1855 time shall be two hundred eighty eight(288) hours. Existing employees with over 288 hours
 1856 of combined vacation and compensatory time, will be allowed to carry this accrued leave
 1857 forward, and asked to work towards reducing their accrued leave to the new 288-hour cap
 1858 by the end of this agreement. Employees may exceed the cap under special circumstances,
 1859 with the approval of the Executive Director.

1860
 1861 **37.3 Vacation Scheduling**

1862 A. All vacation leave is to be approved by the Executive Director, in advance. Leave
1863 requests may be denied or alternative times for leave specified when it is in the best interest
1864 of the District to do so, such as low levels of staffing, impending work deadlines, and
1865 emergencies. Vacation leave will be approved or denied as soon as possible, but in no case
1866 more than ten (10) calendar days before the date requested. If the leave is denied, a reason
1867 will be provided in writing.

1868
1869 **37.4 Family Care**
1870 Employees may use vacation leave for care of family members as required by the Family
1871 Care Act, [WAC 296-130](#).

1872
1873 **37.5 Military Family Leave**
1874 Employees may use vacation leave for leave as required by the Military Family Leave Act,
1875 [RCW 49.77](#).

1876
1877 **37.6 Domestic Violence Leave**
1878 Employees may use vacation leave for leave as required by the Domestic Violence Leave
1879 Act, [RCW 49.76](#).

1880
1881 **37.7 Use of Vacation Leave for Sick Leave Purposes**
1882 The District will allow an employee who has used all of their sick leave to use vacation
1883 leave for sick leave purposes.

1884
1885 **37.8 Emergency Childcare**
1886 Employees may use vacation leave for childcare emergencies after the employee has
1887 exhausted all of their accrued compensatory time.

1888
1889 **37.9 Carry Forward and Transfer**
1890 Employees will be allowed to carry forward, from year to year of service, any unused
1891 vacation leave allowed under this provision and will retain and carry forward any unused
1892 vacation leave accumulated prior to the effective date of this Agreement.

1893
1894 **37.10 Separation**
1895 Any employee, who has been employed for at least six (6) continuous months will be
1896 entitled to payment for vacation, compensatory, and exchange leave credits when they:
1897 A. Resign,
1898 B. Retire,
1899 C. Are laid-off, or
1900 D. Are terminated by the District.

1901 In addition, a designated beneficiary, or the estate of a deceased employee if there is no
1902 beneficiary, will be entitled to payment for vacation leave credits.

1903

1904 **37.11 Vacation Leave Cash Out**

1905 A. Eligibility

1906 1. An employee must be employed by the District for a period of no less than one
1907 year.

1908 2. An employee may utilize a maximum of 216 hours for the purpose of cashing
1909 out vacation leave, when financially feasible for the District.

1910 3. An employee may utilize this benefit a maximum of once every two years.

1911 4. An employee may exercise this benefit with the approval of the Executive
1912 Director. The Executive Director may deny use of this benefit if the District
1913 finances cannot support the requested leave cash out.

1914 B. Procedure

1915 A District employee wishing to cash-out a portion of their vacation leave in a
1916 situation of need should do the following:

1917 1. Make the request in writing to the Executive Director of the District indicating
1918 the emergency purpose and the number of hours the employee wishes to cash-
1919 out.

1920 2. The Executive Director of the District will respond to the request within three
1921 (3) working days. Any denials will be done in writing and will state the reason
1922 for the denial.

1923 3. The payment for the cash out will be made as soon as practicable, but no later
1924 than the end of the next pay period.

1925 4. Emergency situations are events that impose an immediate hardship on an
1926 employee that could not reasonably have been planned for in advance.

1927

1928

1929

1930

ARTICLE 38

MISCELLANEOUS LEAVE

1931 **38.1 Compensable Work-Related Injury or Illness Leave**

1932 An employee who sustains a work-related illness or injury that is compensable under the
1933 state workers' compensation law may select time-loss compensation exclusively or leave
1934 payments in addition to time-loss compensation. Employees who take sick leave,
1935 vacation leave or compensatory time during a period in which they receive time-loss
1936 compensation will receive full sick leave, vacation leave or compensatory time pay in
1937 addition to any time-loss payments.

1938

1939 **38.2 Bereavement Leave**

1940 A. Up to five (5) days of paid bereavement leave will be granted for the death of any
1941 family member, household member, or significant other that requires the
1942 employee's absence from work. Family members are defined for this purpose as

1943 parent, stepparent, sibling, parent-in-law, significant other/domestic partner's
1944 parent, spouse, domestic partner, grandparent, grandchild, child, stepchild, and a
1945 child in the custody of and residing in the home of an employee or a child for whom
1946 the employee provided care as a foster parent or guardian.
1947 B. In addition, the District may approve an employee's request to use sick leave,
1948 compensatory time, vacation leave, personal days, leave without pay, or shared
1949 leave (see Article 40) for bereavement-related reasons including travel and making
1950 necessary family or funeral arrangements.
1951

1952 **38.3 Jury Duty Leave**

1953 Employees will receive paid leave for jury duty. An employee will be allowed to retain any
1954 compensation paid to them for their jury duty service. An employee will inform the District
1955 when notified of a jury summons and will cooperate in requesting a postponement of
1956 service if warranted by business demands.
1957

1958 **38.4 Military Leave**

1959 Employees may request a schedule adjustment, use Personal Days, other accrued leave, or
1960 request Shared Leave (see article 40), in order to report for required military duty, training
1961 or drills including those in the National Guard or state active status. Military leave will be
1962 in addition to any vacation or sick leave to which the employee might otherwise be entitled
1963 and will not involve any loss of privileges or pay. An employee will only be charged
1964 military leave for days that they are scheduled to work.
1965

1966 **38.5 Life-Giving Procedures**

1967 Employees may request a schedule adjustment, use accrued leave or request Shared Leave
1968 (see Article 40), as needed for the purpose of participating in life-giving procedures. A
1969 "life-giving procedure" is defined as a medically-supervised procedure involving the
1970 testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human
1971 body components for the purposes of donation, without compensation, to a person or
1972 organization for medically necessary treatments.
1973

1974 **38.6 Personal Days**

1975 As a trial, beginning January 1, 2025, a normal full-time workweek will be 36 hours per
1976 week rather than the historic 40 hours per week. As part of this trial, employees will earn
1977 6 Personal Days in 2025. This item may be renegotiated at the end of the trial.

1978 Personal Days Use

1979 An employee may use up to six (6) workdays as Personal Days each fiscal year during the
1980 life of this Agreement. Personal Days will be pre-approved, used and scheduled using the
1981 same manner as in Article 37, Vacation Leave. Employees may use Personal Days for the
1982 same reasons described in Article 37, Vacation Leave.

- 1983 • Employees who are scheduled to work 10-hour days will earn 10 hours per Personal
- 1984 Day.
- 1985 • Employees who are scheduled to work 9-hour days will earn 9 hours per Personal
- 1986 Day.
- 1987 • All other full-time employees will earn 8 hours per Personal Day.
- 1988 • Employees who are scheduled to work less than a full-time schedule will accrue
- 1989 7.20 hours per personal day.

1990 Personal Days Carry Over

1991 Employees will not be allowed to carry forward, from year to year of service, any unused
 1992 Personal Days allowed under this provision and will not retain and carry forward any
 1993 unused Personal Days accumulated prior to the effective date of this Agreement.

1994 Personal Days Separation

1995 Employees are not entitled to payment for Personal Days credits when they separate from
 1996 the District.

1997 **38.7 Leave without Pay**

1998 A. Leave without pay will be granted for the following reasons:

- 1999 1. Family and Medical Leave;
- 2000 2. Compensable Work-Related Injury or Illness Leave;
- 2001 3. Military leave;
- 2002 4. Cyclic employment;
- 2003 5. Volunteer firefighting leave
- 2004 6. Military family leave; or
- 2005 7. Domestic violence leave.

2006 B. Leave without pay may be granted for the following reasons:

- 2007 1. Educational leave;
- 2008 2. Child or elder care emergencies;
- 2009 3. Governmental service leave;
- 2010 4. Citizen volunteer or community service leave;
- 2011 5. Conditions applicable for leave with pay;
- 2012 6. Union Rights and Activities;
- 2013 7. Formal collective bargaining leave; or
- 2014 8. As otherwise provided for in this Agreement.

2015 C. Limitations

- 2016 1. Leave without pay will be no more than twelve (12) months in any consecutive five
- 2017 (5) year period, except for:
- 2018 a. Compensable work-related injury or illness leave;
- 2019 b. Educational leave;
- 2020 c. Governmental service leave;
- 2021 d. Military leave;
- 2022 e. Seasonal employment leave;

- 2023 f. Leave for serious health condition taken under the provisions of, Family
2024 and Medical Leave.
2025 g. Leave taken voluntarily to reduce the effect of a layoff;
2026 h. Leave authorized in advance by the Executive Director as part of a plan to
2027 reasonably accommodate a person of disability;
2028 i. Leave to participate in union activities;
2029 j. Volunteer firefighting leave; or
2030 k. Domestic violence leave.
2031 D. Any employee who is on leave without pay for more than twelve (12) months in any
2032 consecutive five (5) year period for reasons not listed in A, above, will be considered to
2033 have resigned their position.
2034 E. Leave without pay will be pre-approved, used and scheduled in the same manner as in
2035 Article 37, Vacation Leave.
2036

2037 **ARTICLE 39**

2038 **FAMILY AND MEDICAL LEAVE**

2039 The Washington Family and Medical Leave Program (RCW 50A.05) is in effect beginning
2040 January 1, 2020 and eligibility for and approval of leave for purposes as described under
2041 that Program shall be in accordance with RCW 50A.05. In the event that the legislature
2042 amends all or part of RCW 50A.04, those amendments are considered by the parties to be
2043 incorporated herein. In the event that the legislature repeals all or part of RCW 50A.04,
2044 those revisions that are repealed are considered by the parties to be expired and no longer
2045 in effect upon the effective date of their repeal.
2046

2047 **39.1** Family and Medical Leave will be addressed in a manner which is consistent with the
2048 federal Family and Medical Leave Act of 1993 (FMLA), RCW 50A.05, and section 3.2.5
2049 Family and Medical Leave of the District Policy and Procedures.
2050

2051 **Article 40**

2052 **Shared Leave**

2053 **40.1 Shared Leave**

2054 The purpose of the leave sharing program is to permit employees, at no significantly increased
2055 cost to the District, of providing leave to come to the aid of another employee who may have
2056 depleted their leave or who are at risk of depleting their leave.
2057

2058 **40.2 Shared Leave Receipt**

2059 An employee may be eligible to receive shared leave if the District has determined the employee
2060 meets any of the following criteria:

- 2061 C. The employee's absence and the use of shared leave are justified.

2062 D. The employee has depleted their vacation leave, sick leave, compensatory time
2063 and personal days, with the exception of up to eighty (80) hours of combined
2064 leave from the listed leave types.
2065

2066 **40.3 Shared Leave Use**

2067 A. The District will determine the amount of leave, if any, which an employee may
2068 receive. However, an employee will not receive more than two hundred eighty-
2069 eight (288) days of shared leave.

2070 B. The District should consider other methods of accommodating the employee's
2071 needs, such as modified duty, modified hours, flex-time or special assignments in
2072 lieu of shared leave usage.

2073 F. The receiving employee will be paid their regular rate of pay; therefore, the value
2074 of one (1) hour of shared leave may cover more or less than one (1) hour of the
2075 recipient's salary.

2076 G. Seven and twenty tenths (7.20) hours a month of accrued and/or shared leave may
2077 be used to provide for the continuation of benefits as provided by the District.
2078

2079 **40.4 Leave Donation**

2080 An employee may donate vacation leave or sick leave to another employee for purposes of the
2081 leave sharing program under the following conditions:

2082 A. The District approves the employee's request to donate a specified amount of
2083 vacation leave to an employee authorized to receive shared leave; and

2084 a. The full-time employee's request to donate leave will not cause
2085 their vacation leave balance to fall below seventy-two (72) hours.
2086 For part-time employees, requirements for vacation leave balances
2087 will be prorated; and

2088 b. Employees may donate excess vacation leave that they would not
2089 be able to take due to approaching the leave cap of 288 hours.

2090 B. The District approves the employee's request to donate a specified amount of sick
2091 leave to an employee authorized to receive shared leave. The employee's request
2092 to donate leave will not cause their sick leave balance to fall below seventy-two
2093 (72) hours after the transfer.

2094 C. No employee may be intimidated, threatened, or coerced into donating leave for
2095 purposes of this program.
2096

2097 **40.5 Shared Leave Administration**

2098 A. The leave received will be coded as shared leave and be maintained separately
2099 from all other leave balances.

2100 B. An employee on leave transferred under these rules will continue to be classified
2101 as a District employee and will receive the same treatment in respect to salary,
2102 wages, and employee benefits as the employee would normally receive if using
2103 accrued vacation leave or sick leave.

- 2104 C. Shared leave no longer needed or will not be needed at a future time will be
2105 returned to the donor(s).
- 2106 D. The remaining shared leave is to be divided on a pro rata basis among the donors
2107 and reinstated to the respective donors' appropriate leave balances based upon
2108 each employee's current salary rate at the time of the reversion. The shared leave
2109 returned will be prorated back based on the donor's original donation.
- 2110 H. Unused shared leave may not be cashed out but will be returned to the donors.
2111 Shared leave that is returned to the donating employee that exceeds the 288 hour
2112 leave cap may be paid out as cash to the original donating employee in the
2113 amount of excess beyond 288 hours, or an exception to the cap may be approved
2114 by the Executive Director.
- 2115 I. An employee who uses leave that is transferred under this Section will not be
2116 required to repay the value of the leave that they used.

2117
2118 **40.6** If an employee later has a need to use shared leave due to the same condition listed in
2119 their previously approved request, the District must approve a new shared leave request for the
2120 employee.

2121
2122
2123

2124 **ARTICLE 41**

2125 **REASONABLE ACCOMMODATIONS AND DISABILITY SEPARATION**

2126 **41.1 Disability Accommodations**

- 2127 A. The District and the Union will comply with all relevant federal and state laws, and
2128 regulations providing reasonable accommodations to qualified individuals with
2129 disabilities. The District will maintain written procedures for reasonable
2130 accommodation for qualified individuals with disabilities. Upon request, the
2131 District will make the reasonable accommodation written procedures available to
2132 an employee.
- 2133 B. An employee who believes that they suffer a disability and requires a reasonable
2134 accommodation to perform the essential functions of their position may request
2135 such an accommodation by submitting a request to the District.
- 2136 C. Employees requesting accommodation must cooperate with the District in
2137 discussing the need for and possible form of any accommodation. The District may
2138 require supporting medical documentation and may require the employee to obtain
2139 a second medical opinion at the District's expense. Medical information disclosed
2140 to the District will be kept confidential.
- 2141 D. The District will determine whether an employee is eligible for a reasonable
2142 accommodation and the accommodation to be provided.
- 2143

2144 **41.2 Safety Accommodations**

- 2145 A. An employee may request a reasonable safety accommodation if the employee or
2146 the employee’s family member is a victim of domestic violence, sexual assault or
2147 stalking (or perceived victim). An employee may be required to show verification
2148 of the need for a safety accommodation by providing a police report showing the
2149 employee or family member was a victim, a court order protecting or separating the
2150 victim from the perpetrator of the act, or other evidence from the court or the
2151 prosecuting attorney to support the request. Documentation from an advocate for
2152 victims, an attorney, a member of the clergy or a medical or other professional who
2153 provides services to such victims may be provided, and it shall retain its
2154 confidential or privileged nature of communication pursuant to the extent provided
2155 by law. An employee can also provide a written statement that they or a family
2156 member are a victim and in need of the safety accommodation. Verification of the
2157 familial relationship to the victim can be in the form of a statement from the
2158 employee, a birth certificate, court document, or other similar documentation.
- 2159 B. A reasonable safety accommodation may include, but is not limited to:
- 2160 1. A transfer, reassignment, modified schedule, changed work telephone
2161 number, changed work email address, changed workstation, installed lock,
2162 implemented safety procedure, or any other adjustment to a job structure,
2163 workplace facility, or work requirement in response to actual or threatened
2164 domestic violence, sexual assault, or stalking.
 - 2165 2. Qualifying leave pursuant to Article 37 – Vacation, Article 36 – Sick Leave,
2166 Article 38– Personal Leave and Article 19 – Leave without Pay may be
2167 considered a reasonable safety accommodation.
 - 2168 3. The District may deny a reasonable safety accommodation request based on
2169 an undue hardship, which means an action requiring significant difficulty
2170 or expense.
- 2171 C. Other applicable safety reasonable accommodations for employees under the law
2172 or WAC would also apply.
2173

2174 **41.3 Pregnancy Accommodations**

- 2175 A. For purposes of this section, “pregnancy” includes the employee’s pregnancy and
2176 pregnancy related health conditions.
- 2177 B. A pregnant employee may request a reasonable accommodation, which may
2178 include any of the following:
- 2179 a. Providing more frequent, longer or flexible restroom breaks;
 - 2180 b. Modifying a no food or drink policy;
 - 2181 c. Job restructuring, part-time or modified work schedules, reassignment to a
2182 vacant position, or acquiring or modifying equipment, devices, or an
2183 employee’s work station;
 - 2184 d. Providing seating or allowing the employee to sit more frequently if their job
2185 requires them to stand;

- e. Providing for a temporary transfer to a less strenuous or less hazardous position;
 - f. Providing assistance with manual labor and limits on lifting;
 - g. Scheduling flexibility for prenatal visits; and
 - h. Any further pregnancy accommodation an employee may request, and to which the District must give reasonable consideration in consultation with information provided on pregnancy accommodation by the department of labor and industries or the attending health care provider of the employee.
- C. The District may deny a reasonable pregnancy related accommodation based on undue hardship if the requested accommodation requires significant difficulty or expense. The District may not claim undue hardship for the accommodations listed above in Section 41.3 B.1, 2 and 4, or for limits on lifting over seventeen pounds, and the District may not request written certification for those same accommodation requests.
 - D. The District will not require a pregnant employee to take leave if another reasonable accommodation can be provided.
 - E. The District, except for the limitations in Section 41.3 C above, can require the employee to provide written certification from her treating health care professional regarding the need for a reasonable accommodation.
 - F. The District does not have to create a position for an employee asking for a pregnancy accommodation or transfer a less senior employee, or promote the pregnant employee as part of a reasonable accommodation.
 - G. Other applicable pregnancy reasonable accommodations for employees under the law or WAC would also apply.

41.4 Disability Separation

- A. An employee with permanent status may be separated from service when the District determines that the employee is unable to perform the essential functions of the employee’s position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the District based on an employee’s written request for disability separation or after obtaining a written statement from a licensed physician or licensed mental health professional. The District can require an employee to obtain a medical examination, at the District’s expense, from a licensed physician or licensed mental health professional of the District’s choice. Evidence may be requested from the licensed physician or licensed mental health professional regarding the employee’s limitations.
- B. When the District has medical documentation of the employee’s disability and has determined that the employee cannot be reasonably accommodated in any available position for which they qualify, or the employee requests separation due to disability, the District may immediately separate the employee.

- 2227 C. The District will inform the employee in writing of the option to apply to return to
2228 employment prior to their separation due to disability. The District will provide
2229 assistance to individuals seeking reemployment under this Article for twelve (12)
2230 months. If reemployed, upon successful completion of the employee’s probationary
2231 period, the time between separation and reemployment will not be considered a
2232 break in service.
- 2233 D. A disability separation is not a disciplinary action. Disability separation at the
2234 employee’s request is not subject to the grievance procedure.
2235

2236 **ARTICLE 42**
2237 **COMPENSATION**

2238 **42.1 42.2 Across the Board Increases**

2239 On January 1, 2025-2027, the classifications and pay table outlined in Appendix A
2240 through Appendix D take effect.
2241

2242 **42.3 Minimum Wages Determined by Local Ordinances**

2243 Employees will be paid no less than the minimum wage directed by the local ordinance.
2244

2245 **42.4 Pay for Performing the Duties of a Higher Classification**

2246 Employees who are temporarily assigned the full scope of duties and responsibilities for
2247 more than ten (10) calendar days of a higher-paid position will be notified in writing and
2248 will be advanced to the range and step of that position for the duration of the assignment.
2249 Intermittent project assignments for employees who are temporarily assigned duties of a
2250 higher classification for more than ten (10) calendar days may also be eligible to receive
2251 pay commensurate to the temporary classification for the hours/days spent performing the
2252 temporary responsibilities. All other hours/days spent performing regularly assigned
2253 duties will be compensated at the employee’s regular rate.
2254

2255 **42.5 Salary Adjustments**

2256 The District may increase an employee’s step within the salary range to encourage job
2257 advancement or address issues related to recruitment, retention or other business needs.
2258

2259 **42.6 Demotion**

2260 An employee who voluntarily demotes to a position in a different job with a lower salary
2261 range will be placed in the new range at a salary equal to their previous base salary. If the
2262 previous base salary exceeds the new range maximum, the employee’s base salary will be
2263 set equal to the new range maximum.
2264

2265 **42.7 Salary Overpayment Recovery**

2266 A. When the District has determined that an employee has been overpaid wages, the
2267 District will provide written notice to the employee that will include the following
2268 items:

- 2269 a. The amount of the overpayment;
- 2270 b. The basis for the claim; and
- 2271 c. The rights of the employee under the terms of this Agreement.

2272 B. Method of Payback

2273 Within thirty (30) days of receipt of the notice of salary overpayment, the employee
2274 must choose one (1) of the following options for paying back the overpayment:

- 2275 a. Voluntary wage deduction;
- 2276 b. Cash; or
- 2277 c. Check.

2278 The employee will have the option to repay the overpayment over a period of time
2279 equal to the number of pay periods during which the overpayment was made. The
2280 employee and the District may agree to make other repayment arrangements. The
2281 payroll deduction to repay the overpayment will not exceed five percent (5%) of
2282 the employee's disposable earnings in a pay period. However, the District and
2283 employee can agree to an amount that is more than the five percent (5%).

2284 If the employee fails to choose one (1) of the three (3) options described above
2285 within the timeframe specified, the District will deduct the overpayment owed from
2286 the employee's wages over a period of time equal to the number of pay periods
2287 during which the overpayment was made.

2288 Any overpayment amount still outstanding at separation of employment will be
2289 deducted from the earnings of the final pay period.

2290 C. Appeal Rights

2291 Any dispute concerning the occurrence or amount of the overpayment will be
2292 resolved through the grievance procedure of this Agreement.

2293

2294

ARTICLE 43

2295

CHILD FRIENDLY WORKPLACE

2296

2297 **43.1 Infants at Work**

2298 A. The parent may only participate in the Infants at Work program with one infant at
2299 a time between the ages of six weeks and twelve months old.

2300 B. To be eligible for the program, the parent must contact the District Executive
2301 Director to schedule a time for a workspace consultation. The consultation will
2302 include reviewing procedures for safety, security, and evacuations. An individual
2303 plan will be developed, if feasible, for the employee and will take into account the
2304 safety of the infant and the business needs of the District.

2305 C. The infant, and parent are all strongly encouraged to be vaccinated, as appropriate
2306 for age, in accordance with state law requirements and the recommendations of

2307 the United States Centers for Disease Control and Prevention’s (CDC’s) Advisory
2308 Committee on Immunization Practices (ACIP).

2309 D. The parent must take the infant home if the infant:

- 2310 i. Becomes sick while in the workplace;
- 2311 ii. Is disruptive for a prolonged period of time;
- 2312 iii. Causes significant distraction in the work place; or
- 2313 iv. Prevents the parent from accomplishing work.

2314 E. The decision to take the infant home may be made by either the parent or the
2315 District’s Executive Director. If the infant is taken home, the parent must submit
2316 leave.

2317

2318 **43.2 Lactating Employees in the Workplace**

2319 The District will provide

- 2320 1. Reasonable break time for an employee to express milk for infant/child; and
- 2321 2. A private room, other than a bathroom, that is shielded from view and free of
2322 intrusion from co-workers and the public.

2323

2324

ARTICLE 44

2325

TERM OF AGREEMENT

2326 **44.1** All provisions of this Agreement will become effective January 1, 2025, and will remain
2327 in full force and effect through December 31, 2027; however, if this Agreement expires
2328 while negotiations between the Union and the District are underway for a successor
2329 Agreement, the terms and conditions of this Agreement will remain in effect for a period
2330 not to exceed one (1) year from the expiration date pursuant to RCW 42.56.

2331

2332 **44.2** This agreement includes a trial of a 36-hour workweek. Related articles (Articles 21, 27,
2333 35, 36, 37, and 38) may be renegotiated at the completion of the trial and before the end
2334 date of this agreement.

2335

2336 **44.3** Either party may request negotiations of a successor Agreement by notifying the other
2337 party in writing no sooner than July 1, 2026. In the event that such notice is given,
2338 negotiations will begin at a time agreed upon by the parties.

2339

2340

2341

ARTICLE 45

2342

DISTRICT POLICY AND PROCEDURES

2343

2344 **45.1** District employees will be given the opportunity to provide input and recommendations on
2345 revisions to policies or procedures that are scheduled for review or revision by the TCD
2346 Board.

2347

2348 **45.2** District employees must provide written feedback to the Executive Director on scheduled
2349 policies or procedures a minimum of 2 weeks prior to the review date of the TCD Board.

2350

2351 **45.3** District employees may propose at any time to the Executive Director regarding new policy
2352 or procedures. The Executive Director will provide proposals to the TCD Board within 2
2353 weeks of receipt of policy proposals. The TCD Board may elect to schedule the proposal
2354 for discussion within a subcommittee meeting, work session or regular Board meeting.

2355

2356

ARTICLE 46

2357

RETIREMENT

2358 The District will continue its current practice of providing retirement benefits to District
2359 employees and will meet in accordance with article 15, Mandatory Subjects before making a
2360 change to this practice.

2361

2362

ARTICLE 47

2363

GENDER NEUTRAL RESTROOM SIGNAGE

2364 **48.1** Restroom signage will display a commitment to an inclusive and welcoming work
2365 environment for all employees and visitors, regardless of their gender identity and/or
2366 expression. Restroom signage will include a gender-neutral reference.

2367

2368

2369

APPENDIX A: JOB CLASSIFICATIONS AND RANGES

Current Job Class	Job Class Effective 1/1/2022	Range on Wage Table
Conservation		
Conservation Program Manager	Conservation Program Manager	20
Habitat Specialist	Senior Habitat Restoration Specialist	13
Resource Specialist	Senior Natural Resources Specialist	13
Habitat Technician	Habitat Restoration Specialist	8
Resource Technician	Natural Resources Specialist	8
Education and Outreach		
SSGREEN Program Manager	SSGREEN Program Manager	17
Communications and Education Manager	Communications and Education Manager	15
Education and Outreach Specialist	Senior Education and Outreach Specialist	12
Education and Outreach Coordinator	Education and Outreach Specialist	8
SSGREEN Program Assistant	SSGREEN Program Assistant	4
Finance		
Finance and Administration Manager	Finance and Administration Manager	20
Accountant	Accountant	12
Accounting Assistant	Accounting Specialist	8
Administrative Assistant	Administrative Assistant	6

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Appendix B:2025 Salary Table

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2397

- 36-Hour Workweek
- 1.75% COLA
- **One Time Adjustment:** Part-time staff moves down 2 steps in the Salary Table.
- **One Time Adjustment:** Staff whose salary is lower than the 2024 Range 8 Step 1 on the Salary Table, those who would be most impacted by a reduced COLA in 2025, will receive a step increase.
[Enter Pay Chart]

2025 TCD Salary Table_36-Hour Workweek

Job Class	Range	Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Assistant	1	Annual	32,123.46	33,729.63	35,416.11	37,186.91	39,046.26	40,998.57	43,048.50	45,200.93	47,460.97	49,834.02
		Monthly	2,676.95	2,810.80	2,951.34	3,098.91	3,253.86	3,416.55	3,587.38	3,766.74	3,955.08	4,152.84
		Bi-Monthly	1,338.48	1,405.40	1,475.67	1,549.45	1,626.93	1,708.27	1,793.69	1,883.37	1,977.54	2,076.42
		Hourly	17.16	18.02	18.92	19.86	20.86	21.90	23.00	24.15	25.35	26.62
Assistant	2	Annual	33,729.63	35,416.11	37,186.91	39,046.26	40,998.57	43,048.50	45,200.93	47,460.97	49,834.02	52,325.72
		Monthly	2,810.80	2,951.34	3,098.91	3,253.86	3,416.55	3,587.38	3,766.74	3,955.08	4,152.84	4,360.48
		Bi-Monthly	1,405.40	1,475.67	1,549.45	1,626.93	1,708.27	1,793.69	1,883.37	1,977.54	2,076.42	2,180.24
		Hourly	18.02	18.92	19.86	20.86	21.90	23.00	24.15	25.35	26.62	27.95
Assistant	3	Annual	35,416.11	37,186.91	39,046.26	40,998.57	43,048.50	45,200.93	47,460.97	49,834.02	52,325.72	54,942.01
		Monthly	2,951.34	3,098.91	3,253.86	3,416.55	3,587.38	3,766.74	3,955.08	4,152.84	4,360.48	4,578.50
		Bi-Monthly	1,475.67	1,549.45	1,626.93	1,708.27	1,793.69	1,883.37	1,977.54	2,076.42	2,180.24	2,289.25
		Hourly	18.92	19.86	20.86	21.90	23.00	24.15	25.35	26.62	27.95	29.35
Assistant	4	Annual	37,186.91	39,046.26	40,998.57	43,048.50	45,200.93	47,460.97	49,834.02	52,325.72	54,942.01	57,689.11
		Monthly	3,098.91	3,253.86	3,416.55	3,587.38	3,766.74	3,955.08	4,152.84	4,360.48	4,578.50	4,807.43
		Bi-Monthly	1,549.45	1,626.93	1,708.27	1,793.69	1,883.37	1,977.54	2,076.42	2,180.24	2,289.25	2,403.71
		Hourly	19.86	20.86	21.90	23.00	24.15	25.35	26.62	27.95	29.35	30.82
Assistant	5	Annual	39,046.26	40,998.57	43,048.50	45,200.93	47,460.97	49,834.02	52,325.72	54,942.01	57,689.11	60,573.57
		Monthly	3,253.86	3,416.55	3,587.38	3,766.74	3,955.08	4,152.84	4,360.48	4,578.50	4,807.43	5,047.80
		Bi-Monthly	1,626.93	1,708.27	1,793.69	1,883.37	1,977.54	2,076.42	2,180.24	2,289.25	2,403.71	2,523.90
		Hourly	20.86	21.90	23.00	24.15	25.35	26.62	27.95	29.35	30.82	32.36
Assistant	6	Annual	40,998.57	43,048.50	45,200.93	47,460.97	49,834.02	52,325.72	54,942.01	57,689.11	60,573.57	63,602.24
		Monthly	3,416.55	3,587.38	3,766.74	3,955.08	4,152.84	4,360.48	4,578.50	4,807.43	5,047.80	5,300.19
		Bi-Monthly	1,708.27	1,793.69	1,883.37	1,977.54	2,076.42	2,180.24	2,289.25	2,403.71	2,523.90	2,650.09
		Hourly	21.90	23.00	24.15	25.35	26.62	27.95	29.35	30.82	32.36	33.98
Specialist / Coordinator	7	Annual	43,048.50	45,200.93	47,460.97	49,834.02	52,325.72	54,942.01	57,689.11	60,573.57	63,602.24	66,782.36
		Monthly	3,587.38	3,766.74	3,955.08	4,152.84	4,360.48	4,578.50	4,807.43	5,047.80	5,300.19	5,565.20
		Bi-Monthly	1,793.69	1,883.37	1,977.54	2,076.42	2,180.24	2,289.25	2,403.71	2,523.90	2,650.09	2,782.60
		Hourly	23.00	24.15	25.35	26.62	27.95	29.35	30.82	32.36	33.98	35.67
Specialist / Coordinator	8	Annual	45,200.93	47,460.97	49,834.02	52,325.72	54,942.01	57,689.11	60,573.57	63,602.24	66,782.36	70,121.47
		Monthly	3,766.74	3,955.08	4,152.84	4,360.48	4,578.50	4,807.43	5,047.80	5,300.19	5,565.20	5,843.46
		Bi-Monthly	1,883.37	1,977.54	2,076.42	2,180.24	2,289.25	2,403.71	2,523.90	2,650.09	2,782.60	2,921.73
		Hourly	24.15	25.35	26.62	27.95	29.35	30.82	32.36	33.98	35.67	37.46
Specialist / Coordinator	9	Annual	47,460.97	49,834.02	52,325.72	54,942.01	57,689.11	60,573.57	63,602.24	66,782.36	70,121.47	73,627.55
		Monthly	3,955.08	4,152.84	4,360.48	4,578.50	4,807.43	5,047.80	5,300.19	5,565.20	5,843.46	6,135.63
		Bi-Monthly	1,977.54	2,076.42	2,180.24	2,289.25	2,403.71	2,523.90	2,650.09	2,782.60	2,921.73	3,067.81
		Hourly	25.35	26.62	27.95	29.35	30.82	32.36	33.98	35.67	37.46	39.33
Senior Specialist	10	Annual	49,834.02	52,325.72	54,942.01	57,689.11	60,573.57	63,602.24	66,782.36	70,121.47	73,627.55	77,308.92
		Monthly	4,152.84	4,360.48	4,578.50	4,807.43	5,047.80	5,300.19	5,565.20	5,843.46	6,135.63	6,442.41
		Bi-Monthly	2,076.42	2,180.24	2,289.25	2,403.71	2,523.90	2,650.09	2,782.60	2,921.73	3,067.81	3,221.21

Job Class	Range	Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	26.62	27.95	29.35	30.82	32.36	33.98	35.67	37.46	39.33	41.30
Senior Specialist	11	Annual	52,325.72	54,942.01	57,689.11	60,573.57	63,602.24	66,782.36	70,121.47	73,627.55	77,308.92	81,174.37
		Monthly	4,360.48	4,578.50	4,807.43	5,047.80	5,300.19	5,565.20	5,843.46	6,135.63	6,442.41	6,764.53
		Bi-Monthly	2,180.24	2,289.25	2,403.71	2,523.90	2,650.09	2,782.60	2,921.73	3,067.81	3,221.21	3,382.27
		Hourly	27.95	29.35	30.82	32.36	33.98	35.67	37.46	39.33	41.30	43.36
Senior Specialist	12	Annual	54,942.01	57,689.11	60,573.57	63,602.24	66,782.36	70,121.47	73,627.55	77,308.92	81,174.37	85,233.09
		Monthly	4,578.50	4,807.43	5,047.80	5,300.19	5,565.20	5,843.46	6,135.63	6,442.41	6,764.53	7,102.76
		Bi-Monthly	2,289.25	2,403.71	2,523.90	2,650.09	2,782.60	2,921.73	3,067.81	3,221.21	3,382.27	3,551.38
		Hourly	29.35	30.82	32.36	33.98	35.67	37.46	39.33	41.30	43.36	45.53
Senior Specialist	13	Annual	57,689.11	60,573.57	63,602.24	66,782.36	70,121.47	73,627.55	77,308.92	81,174.37	85,233.09	89,494.74
		Monthly	4,807.43	5,047.80	5,300.19	5,565.20	5,843.46	6,135.63	6,442.41	6,764.53	7,102.76	7,457.90
		Bi-Monthly	2,403.71	2,523.90	2,650.09	2,782.60	2,921.73	3,067.81	3,221.21	3,382.27	3,551.38	3,728.95
		Hourly	30.82	32.36	33.98	35.67	37.46	39.33	41.30	43.36	45.53	47.81
Senior Specialist	14	Annual	60,573.57	63,602.24	66,782.36	70,121.47	73,627.55	77,308.92	81,174.37	85,233.09	89,494.74	93,969.48
		Monthly	5,047.80	5,300.19	5,565.20	5,843.46	6,135.63	6,442.41	6,764.53	7,102.76	7,457.90	7,830.79
		Bi-Monthly	2,523.90	2,650.09	2,782.60	2,921.73	3,067.81	3,221.21	3,382.27	3,551.38	3,728.95	3,915.40
		Hourly	32.36	33.98	35.67	37.46	39.33	41.30	43.36	45.53	47.81	50.20
Manager	15	Annual	63,602.24	66,782.36	70,121.47	73,627.55	77,308.92	81,174.37	85,233.09	89,494.74	93,969.48	98,667.96
		Monthly	5,300.19	5,565.20	5,843.46	6,135.63	6,442.41	6,764.53	7,102.76	7,457.90	7,830.79	8,222.33
		Bi-Monthly	2,650.09	2,782.60	2,921.73	3,067.81	3,221.21	3,382.27	3,551.38	3,728.95	3,915.40	4,111.16
		Hourly	33.98	35.67	37.46	39.33	41.30	43.36	45.53	47.81	50.20	52.71
Manager	16	Annual	66,782.36	70,121.47	73,627.55	77,308.92	81,174.37	85,233.09	89,494.74	93,969.48	98,667.96	103,601.35
		Monthly	5,565.20	5,843.46	6,135.63	6,442.41	6,764.53	7,102.76	7,457.90	7,830.79	8,222.33	8,633.45
		Bi-Monthly	2,782.60	2,921.73	3,067.81	3,221.21	3,382.27	3,551.38	3,728.95	3,915.40	4,111.16	4,316.72
		Hourly	35.67	37.46	39.33	41.30	43.36	45.53	47.81	50.20	52.71	55.34
Manager	17	Annual	70,121.47	73,627.55	77,308.92	81,174.37	85,233.09	89,494.74	93,969.48	98,667.96	103,601.35	108,781.42
		Monthly	5,843.46	6,135.63	6,442.41	6,764.53	7,102.76	7,457.90	7,830.79	8,222.33	8,633.45	9,065.12
		Bi-Monthly	2,921.73	3,067.81	3,221.21	3,382.27	3,551.38	3,728.95	3,915.40	4,111.16	4,316.72	4,532.56
		Hourly	37.46	39.33	41.30	43.36	45.53	47.81	50.20	52.71	55.34	58.11
Manager	18	Annual	73,627.55	77,308.92	81,174.37	85,233.09	89,494.74	93,969.48	98,667.96	103,601.35	108,781.42	114,220.49
		Monthly	6,135.63	6,442.41	6,764.53	7,102.76	7,457.90	7,830.79	8,222.33	8,633.45	9,065.12	9,518.37
		Bi-Monthly	3,067.81	3,221.21	3,382.27	3,551.38	3,728.95	3,915.40	4,111.16	4,316.72	4,532.56	4,759.19
		Hourly	39.33	41.30	43.36	45.53	47.81	50.20	52.71	55.34	58.11	61.02
Manager	19	Annual	77,308.92	81,174.37	85,233.09	89,494.74	93,969.48	98,667.96	103,601.35	108,781.42	114,220.49	119,931.52
		Monthly	6,442.41	6,764.53	7,102.76	7,457.90	7,830.79	8,222.33	8,633.45	9,065.12	9,518.37	9,994.29
		Bi-Monthly	3,221.21	3,382.27	3,551.38	3,728.95	3,915.40	4,111.16	4,316.72	4,532.56	4,759.19	4,997.15
		Hourly	41.30	43.36	45.53	47.81	50.20	52.71	55.34	58.11	61.02	64.07
Senior Manager	20	Annual	81,174.37	85,233.09	89,494.74	93,969.48	98,667.96	103,601.35	108,781.42	114,220.49	119,931.52	125,928.09
		Monthly	6,764.53	7,102.76	7,457.90	7,830.79	8,222.33	8,633.45	9,065.12	9,518.37	9,994.29	10,494.01
		Bi-Monthly	3,382.27	3,551.38	3,728.95	3,915.40	4,111.16	4,316.72	4,532.56	4,759.19	4,997.15	5,247.00

Job Class	Range	Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	43.36	45.53	47.81	50.20	52.71	55.34	58.11	61.02	64.07	67.27
Senior Manager	21	Annual	85,233.09	89,494.74	93,969.48	98,667.96	103,601.35	108,781.42	114,220.49	119,931.52	125,928.09	132,224.50
		Monthly	7,102.76	7,457.90	7,830.79	8,222.33	8,633.45	9,065.12	9,518.37	9,994.29	10,494.01	11,018.71
		Bi-Monthly	3,551.38	3,728.95	3,915.40	4,111.16	4,316.72	4,532.56	4,759.19	4,997.15	5,247.00	5,509.35
		Hourly	45.53	47.81	50.20	52.71	55.34	58.11	61.02	64.07	67.27	70.63
Senior Manager	22	Annual	89,494.74	93,969.48	98,667.96	103,601.35	108,781.42	114,220.49	119,931.52	125,928.09	132,224.50	138,835.72
		Monthly	7,457.90	7,830.79	8,222.33	8,633.45	9,065.12	9,518.37	9,994.29	10,494.01	11,018.71	11,569.64
		Bi-Monthly	3,728.95	3,915.40	4,111.16	4,316.72	4,532.56	4,759.19	4,997.15	5,247.00	5,509.35	5,784.82
		Hourly	47.81	50.20	52.71	55.34	58.11	61.02	64.07	67.27	70.63	74.16
Senior Manager	23	Annual	93,969.48	98,667.96	103,601.35	108,781.42	114,220.49	119,931.52	125,928.09	132,224.50	138,835.72	145,777.51
		Monthly	7,830.79	8,222.33	8,633.45	9,065.12	9,518.37	9,994.29	10,494.01	11,018.71	11,569.64	12,148.13
		Bi-Monthly	3,915.40	4,111.16	4,316.72	4,532.56	4,759.19	4,997.15	5,247.00	5,509.35	5,784.82	6,074.06
		Hourly	50.20	52.71	55.34	58.11	61.02	64.07	67.27	70.63	74.16	77.87
Senior Manager	24	Annual	98,667.96	103,601.35	108,781.42	114,220.49	119,931.52	125,928.09	132,224.50	138,835.72	145,777.51	153,066.38
		Monthly	8,222.33	8,633.45	9,065.12	9,518.37	9,994.29	10,494.01	11,018.71	11,569.64	12,148.13	12,755.53
		Bi-Monthly	4,111.16	4,316.72	4,532.56	4,759.19	4,997.15	5,247.00	5,509.35	5,784.82	6,074.06	6,377.77
		Hourly	52.71	55.34	58.11	61.02	64.07	67.27	70.63	74.16	77.87	81.77
Executive Director	25	Annual	103,601.35	108,781.42	114,220.49	119,931.52	125,928.09	132,224.50	138,835.72	145,777.51	153,066.38	160,719.70
		Monthly	8,633.45	9,065.12	9,518.37	9,994.29	10,494.01	11,018.71	11,569.64	12,148.13	12,755.53	13,393.31
		Bi-Monthly	4,316.72	4,532.56	4,759.19	4,997.15	5,247.00	5,509.35	5,784.82	6,074.06	6,377.77	6,696.65
		Hourly	55.34	58.11	61.02	64.07	67.27	70.63	74.16	77.87	81.77	85.85
Executive Director	26	Annual	108,781.42	114,220.49	119,931.52	125,928.09	132,224.50	138,835.72	145,777.51	153,066.38	160,719.70	168,755.69
		Monthly	9,065.12	9,518.37	9,994.29	10,494.01	11,018.71	11,569.64	12,148.13	12,755.53	13,393.31	14,062.97
		Bi-Monthly	4,532.56	4,759.19	4,997.15	5,247.00	5,509.35	5,784.82	6,074.06	6,377.77	6,696.65	7,031.49
		Hourly	58.11	61.02	64.07	67.27	70.63	74.16	77.87	81.77	85.85	90.15
Executive Director	27	Annual	114,220.49	119,931.52	125,928.09	132,224.50	138,835.72	145,777.51	153,066.38	160,719.70	168,755.69	177,193.47
		Monthly	9,518.37	9,994.29	10,494.01	11,018.71	11,569.64	12,148.13	12,755.53	13,393.31	14,062.97	14,766.12
		Bi-Monthly	4,759.19	4,997.15	5,247.00	5,509.35	5,784.82	6,074.06	6,377.77	6,696.65	7,031.49	7,383.06
		Hourly	61.02	64.07	67.27	70.63	74.16	77.87	81.77	85.85	90.15	94.65
Executive Director	28	Annual	119,931.52	125,928.09	132,224.50	138,835.72	145,777.51	153,066.38	160,719.70	168,755.69	177,193.47	186,053.15
		Monthly	9,994.29	10,494.01	11,018.71	11,569.64	12,148.13	12,755.53	13,393.31	14,062.97	14,766.12	15,504.43
		Bi-Monthly	4,997.15	5,247.00	5,509.35	5,784.82	6,074.06	6,377.77	6,696.65	7,031.49	7,383.06	7,752.21
		Hourly	64.07	67.27	70.63	74.16	77.87	81.77	85.85	90.15	94.65	99.39
Executive Director	29	Annual	125,928.09	132,224.50	138,835.72	145,777.51	153,066.38	160,719.70	168,755.69	177,193.47	186,053.15	195,355.80
		Monthly	10,494.01	11,018.71	11,569.64	12,148.13	12,755.53	13,393.31	14,062.97	14,766.12	15,504.43	16,279.65
		Bi-Monthly	5,247.00	5,509.35	5,784.82	6,074.06	6,377.77	6,696.65	7,031.49	7,383.06	7,752.21	8,139.83
		Hourly	67.27	70.63	74.16	77.87	81.77	85.85	90.15	94.65	99.39	104.36
Executive Director	30	Annual	132,224.50	138,835.72	145,777.51	153,066.38	160,719.70	168,755.69	177,193.47	186,053.15	195,355.80	205,123.59
		Monthly	11,018.71	11,569.64	12,148.13	12,755.53	13,393.31	14,062.97	14,766.12	15,504.43	16,279.65	17,093.63
		Bi-Monthly	5,509.35	5,784.82	6,074.06	6,377.77	6,696.65	7,031.49	7,383.06	7,752.21	8,139.83	8,546.82

Job Class	Range	Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	70.63	74.16	77.87	81.77	85.85	90.15	94.65	99.39	104.36	109.57

2398

2399

Appendix C: 2026 Salary Table

2400

2401 As a trial, beginning January 1, 2025, a normal full-time workweek will be 36 hours per week
2402 rather than the historic 40 hours per week. If the trial is complete before January 1, 2026, this
2403 item may be renegotiated at the end of the trial.

2404 • 36-Hour Workweek

2405 • 5.25% COLA

2406 [enter pay chart]

2407

2026 TCD Salary Table_36-Hour Workweek



Job Class	Range	Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Assistant	1	Annual	33,809.94	35,500.43	37,275.45	39,139.23	41,096.19	43,151.00	45,308.55	47,573.98	49,952.67	52,450.31
		Monthly	2,817.49	2,958.37	3,106.29	3,261.60	3,424.68	3,595.92	3,775.71	3,964.50	4,162.72	4,370.86
		Bi-Monthly	1,408.75	1,479.18	1,553.14	1,630.80	1,712.34	1,797.96	1,887.86	1,982.25	2,081.36	2,185.43
		Hourly	18.06	18.96	19.91	20.91	21.95	23.05	24.20	25.41	26.68	28.02
Assistant	2	Annual	35,500.43	37,275.45	39,139.23	41,096.19	43,151.00	45,308.55	47,573.98	49,952.67	52,450.31	55,072.82
		Monthly	2,958.37	3,106.29	3,261.60	3,424.68	3,595.92	3,775.71	3,964.50	4,162.72	4,370.86	4,589.40
		Bi-Monthly	1,479.18	1,553.14	1,630.80	1,712.34	1,797.96	1,887.86	1,982.25	2,081.36	2,185.43	2,294.70
		Hourly	18.96	19.91	20.91	21.95	23.05	24.20	25.41	26.68	28.02	29.42
Assistant	3	Annual	37,275.45	39,139.23	41,096.19	43,151.00	45,308.55	47,573.98	49,952.67	52,450.31	55,072.82	57,826.47
		Monthly	3,106.29	3,261.60	3,424.68	3,595.92	3,775.71	3,964.50	4,162.72	4,370.86	4,589.40	4,818.87
		Bi-Monthly	1,553.14	1,630.80	1,712.34	1,797.96	1,887.86	1,982.25	2,081.36	2,185.43	2,294.70	2,409.44
		Hourly	19.91	20.91	21.95	23.05	24.20	25.41	26.68	28.02	29.42	30.89
Assistant	4	Annual	39,139.23	41,096.19	43,151.00	45,308.55	47,573.98	49,952.67	52,450.31	55,072.82	57,826.47	60,717.79
		Monthly	3,261.60	3,424.68	3,595.92	3,775.71	3,964.50	4,162.72	4,370.86	4,589.40	4,818.87	5,059.82
		Bi-Monthly	1,630.80	1,712.34	1,797.96	1,887.86	1,982.25	2,081.36	2,185.43	2,294.70	2,409.44	2,529.91
		Hourly	20.91	21.95	23.05	24.20	25.41	26.68	28.02	29.42	30.89	32.43
Assistant	5	Annual	41,096.19	43,151.00	45,308.55	47,573.98	49,952.67	52,450.31	55,072.82	57,826.47	60,717.79	63,753.68
		Monthly	3,424.68	3,595.92	3,775.71	3,964.50	4,162.72	4,370.86	4,589.40	4,818.87	5,059.82	5,312.81
		Bi-Monthly	1,712.34	1,797.96	1,887.86	1,982.25	2,081.36	2,185.43	2,294.70	2,409.44	2,529.91	2,656.40
		Hourly	21.95	23.05	24.20	25.41	26.68	28.02	29.42	30.89	32.43	34.06
Assistant	6	Annual	43,151.00	45,308.55	47,573.98	49,952.67	52,450.31	55,072.82	57,826.47	60,717.79	63,753.68	66,941.36
		Monthly	3,595.92	3,775.71	3,964.50	4,162.72	4,370.86	4,589.40	4,818.87	5,059.82	5,312.81	5,578.45
		Bi-Monthly	1,797.96	1,887.86	1,982.25	2,081.36	2,185.43	2,294.70	2,409.44	2,529.91	2,656.40	2,789.22
		Hourly	23.05	24.20	25.41	26.68	28.02	29.42	30.89	32.43	34.06	35.76
Specialist / Coordinator	7	Annual	45,308.55	47,573.98	49,952.67	52,450.31	55,072.82	57,826.47	60,717.79	63,753.68	66,941.36	70,288.43
		Monthly	3,775.71	3,964.50	4,162.72	4,370.86	4,589.40	4,818.87	5,059.82	5,312.81	5,578.45	5,857.37
		Bi-Monthly	1,887.86	1,982.25	2,081.36	2,185.43	2,294.70	2,409.44	2,529.91	2,656.40	2,789.22	2,928.68
		Hourly	24.20	25.41	26.68	28.02	29.42	30.89	32.43	34.06	35.76	37.55
Specialist / Coordinator	8	Annual	47,573.98	49,952.67	52,450.31	55,072.82	57,826.47	60,717.79	63,753.68	66,941.36	70,288.43	73,802.85
		Monthly	3,964.50	4,162.72	4,370.86	4,589.40	4,818.87	5,059.82	5,312.81	5,578.45	5,857.37	6,150.24
		Bi-Monthly	1,982.25	2,081.36	2,185.43	2,294.70	2,409.44	2,529.91	2,656.40	2,789.22	2,928.68	3,075.12
		Hourly	25.41	26.68	28.02	29.42	30.89	32.43	34.06	35.76	37.55	39.42
Specialist / Coordinator	9	Annual	49,952.67	52,450.31	55,072.82	57,826.47	60,717.79	63,753.68	66,941.36	70,288.43	73,802.85	77,492.99
		Monthly	4,162.72	4,370.86	4,589.40	4,818.87	5,059.82	5,312.81	5,578.45	5,857.37	6,150.24	6,457.75
		Bi-Monthly	2,081.36	2,185.43	2,294.70	2,409.44	2,529.91	2,656.40	2,789.22	2,928.68	3,075.12	3,228.87
		Hourly	26.68	28.02	29.42	30.89	32.43	34.06	35.76	37.55	39.42	41.40
Senior Specialist	10	Annual	52,450.31	55,072.82	57,826.47	60,717.79	63,753.68	66,941.36	70,288.43	73,802.85	77,492.99	81,367.64
		Monthly	4,370.86	4,589.40	4,818.87	5,059.82	5,312.81	5,578.45	5,857.37	6,150.24	6,457.75	6,780.64
		Bi-Monthly	2,185.43	2,294.70	2,409.44	2,529.91	2,656.40	2,789.22	2,928.68	3,075.12	3,228.87	3,390.32

Job Class	Range	Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	28.02	29.42	30.89	32.43	34.06	35.76	37.55	39.42	41.40	43.47
Senior Specialist	11	Annual	55,072.82	57,826.47	60,717.79	63,753.68	66,941.36	70,288.43	73,802.85	77,492.99	81,367.64	85,436.03
		Monthly	4,589.40	4,818.87	5,059.82	5,312.81	5,578.45	5,857.37	6,150.24	6,457.75	6,780.64	7,119.67
		Bi-Monthly	2,294.70	2,409.44	2,529.91	2,656.40	2,789.22	2,928.68	3,075.12	3,228.87	3,390.32	3,559.83
		Hourly	29.42	30.89	32.43	34.06	35.76	37.55	39.42	41.40	43.47	45.64
Senior Specialist	12	Annual	57,826.47	60,717.79	63,753.68	66,941.36	70,288.43	73,802.85	77,492.99	81,367.64	85,436.03	89,707.83
		Monthly	4,818.87	5,059.82	5,312.81	5,578.45	5,857.37	6,150.24	6,457.75	6,780.64	7,119.67	7,475.65
		Bi-Monthly	2,409.44	2,529.91	2,656.40	2,789.22	2,928.68	3,075.12	3,228.87	3,390.32	3,559.83	3,737.83
		Hourly	30.89	32.43	34.06	35.76	37.55	39.42	41.40	43.47	45.64	47.92
Senior Specialist	13	Annual	60,717.79	63,753.68	66,941.36	70,288.43	73,802.85	77,492.99	81,367.64	85,436.03	89,707.83	94,193.22
		Monthly	5,059.82	5,312.81	5,578.45	5,857.37	6,150.24	6,457.75	6,780.64	7,119.67	7,475.65	7,849.43
		Bi-Monthly	2,529.91	2,656.40	2,789.22	2,928.68	3,075.12	3,228.87	3,390.32	3,559.83	3,737.83	3,924.72
		Hourly	32.43	34.06	35.76	37.55	39.42	41.40	43.47	45.64	47.92	50.32
Senior Specialist	14	Annual	63,753.68	66,941.36	70,288.43	73,802.85	77,492.99	81,367.64	85,436.03	89,707.83	94,193.22	98,902.88
		Monthly	5,312.81	5,578.45	5,857.37	6,150.24	6,457.75	6,780.64	7,119.67	7,475.65	7,849.43	8,241.91
		Bi-Monthly	2,656.40	2,789.22	2,928.68	3,075.12	3,228.87	3,390.32	3,559.83	3,737.83	3,924.72	4,120.95
		Hourly	34.06	35.76	37.55	39.42	41.40	43.47	45.64	47.92	50.32	52.83
Manager	15	Annual	66,941.36	70,288.43	73,802.85	77,492.99	81,367.64	85,436.03	89,707.83	94,193.22	98,902.88	103,848.02
		Monthly	5,578.45	5,857.37	6,150.24	6,457.75	6,780.64	7,119.67	7,475.65	7,849.43	8,241.91	8,654.00
		Bi-Monthly	2,789.22	2,928.68	3,075.12	3,228.87	3,390.32	3,559.83	3,737.83	3,924.72	4,120.95	4,327.00
		Hourly	35.76	37.55	39.42	41.40	43.47	45.64	47.92	50.32	52.83	55.47
Manager	16	Annual	70,288.43	73,802.85	77,492.99	81,367.64	85,436.03	89,707.83	94,193.22	98,902.88	103,848.02	109,040.42
		Monthly	5,857.37	6,150.24	6,457.75	6,780.64	7,119.67	7,475.65	7,849.43	8,241.91	8,654.00	9,086.70
		Bi-Monthly	2,928.68	3,075.12	3,228.87	3,390.32	3,559.83	3,737.83	3,924.72	4,120.95	4,327.00	4,543.35
		Hourly	37.55	39.42	41.40	43.47	45.64	47.92	50.32	52.83	55.47	58.25
Manager	17	Annual	73,802.85	77,492.99	81,367.64	85,436.03	89,707.83	94,193.22	98,902.88	103,848.02	109,040.42	114,492.45
		Monthly	6,150.24	6,457.75	6,780.64	7,119.67	7,475.65	7,849.43	8,241.91	8,654.00	9,086.70	9,541.04
		Bi-Monthly	3,075.12	3,228.87	3,390.32	3,559.83	3,737.83	3,924.72	4,120.95	4,327.00	4,543.35	4,770.52
		Hourly	39.42	41.40	43.47	45.64	47.92	50.32	52.83	55.47	58.25	61.16
Manager	18	Annual	77,492.99	81,367.64	85,436.03	89,707.83	94,193.22	98,902.88	103,848.02	109,040.42	114,492.45	120,217.07
		Monthly	6,457.75	6,780.64	7,119.67	7,475.65	7,849.43	8,241.91	8,654.00	9,086.70	9,541.04	10,018.09
		Bi-Monthly	3,228.87	3,390.32	3,559.83	3,737.83	3,924.72	4,120.95	4,327.00	4,543.35	4,770.52	5,009.04
		Hourly	41.40	43.47	45.64	47.92	50.32	52.83	55.47	58.25	61.16	64.22
Manager	19	Annual	81,367.64	85,436.03	89,707.83	94,193.22	98,902.88	103,848.02	109,040.42	114,492.45	120,217.07	126,227.92
		Monthly	6,780.64	7,119.67	7,475.65	7,849.43	8,241.91	8,654.00	9,086.70	9,541.04	10,018.09	10,518.99
		Bi-Monthly	3,390.32	3,559.83	3,737.83	3,924.72	4,120.95	4,327.00	4,543.35	4,770.52	5,009.04	5,259.50
		Hourly	43.47	45.64	47.92	50.32	52.83	55.47	58.25	61.16	64.22	67.43
Senior Manager	20	Annual	85,436.03	89,707.83	94,193.22	98,902.88	103,848.02	109,040.42	114,492.45	120,217.07	126,227.92	132,539.32
		Monthly	7,119.67	7,475.65	7,849.43	8,241.91	8,654.00	9,086.70	9,541.04	10,018.09	10,518.99	11,044.94
		Bi-Monthly	3,559.83	3,737.83	3,924.72	4,120.95	4,327.00	4,543.35	4,770.52	5,009.04	5,259.50	5,522.47

Job Class	Range	Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	45.64	47.92	50.32	52.83	55.47	58.25	61.16	64.22	67.43	70.80
Senior Manager	21	Annual	89,707.83	94,193.22	98,902.88	103,848.02	109,040.42	114,492.45	120,217.07	126,227.92	132,539.32	139,166.28
		Monthly	7,475.65	7,849.43	8,241.91	8,654.00	9,086.70	9,541.04	10,018.09	10,518.99	11,044.94	11,597.19
		Bi-Monthly	3,737.83	3,924.72	4,120.95	4,327.00	4,543.35	4,770.52	5,009.04	5,259.50	5,522.47	5,798.60
		Hourly	47.92	50.32	52.83	55.47	58.25	61.16	64.22	67.43	70.80	74.34
Senior Manager	22	Annual	94,193.22	98,902.88	103,848.02	109,040.42	114,492.45	120,217.07	126,227.92	132,539.32	139,166.28	146,124.60
		Monthly	7,849.43	8,241.91	8,654.00	9,086.70	9,541.04	10,018.09	10,518.99	11,044.94	11,597.19	12,177.05
		Bi-Monthly	3,924.72	4,120.95	4,327.00	4,543.35	4,770.52	5,009.04	5,259.50	5,522.47	5,798.60	6,088.52
		Hourly	50.32	52.83	55.47	58.25	61.16	64.22	67.43	70.80	74.34	78.06
Senior Manager	23	Annual	98,902.88	103,848.02	109,040.42	114,492.45	120,217.07	126,227.92	132,539.32	139,166.28	146,124.60	153,430.83
		Monthly	8,241.91	8,654.00	9,086.70	9,541.04	10,018.09	10,518.99	11,044.94	11,597.19	12,177.05	12,785.90
		Bi-Monthly	4,120.95	4,327.00	4,543.35	4,770.52	5,009.04	5,259.50	5,522.47	5,798.60	6,088.52	6,392.95
		Hourly	52.83	55.47	58.25	61.16	64.22	67.43	70.80	74.34	78.06	81.96
Senior Manager	24	Annual	103,848.02	109,040.42	114,492.45	120,217.07	126,227.92	132,539.32	139,166.28	146,124.60	153,430.83	161,102.37
		Monthly	8,654.00	9,086.70	9,541.04	10,018.09	10,518.99	11,044.94	11,597.19	12,177.05	12,785.90	13,425.20
		Bi-Monthly	4,327.00	4,543.35	4,770.52	5,009.04	5,259.50	5,522.47	5,798.60	6,088.52	6,392.95	6,712.60
		Hourly	55.47	58.25	61.16	64.22	67.43	70.80	74.34	78.06	81.96	86.06
Executive Director	25	Annual	109,040.42	114,492.45	120,217.07	126,227.92	132,539.32	139,166.28	146,124.60	153,430.83	161,102.37	169,157.49
		Monthly	9,086.70	9,541.04	10,018.09	10,518.99	11,044.94	11,597.19	12,177.05	12,785.90	13,425.20	14,096.46
		Bi-Monthly	4,543.35	4,770.52	5,009.04	5,259.50	5,522.47	5,798.60	6,088.52	6,392.95	6,712.60	7,048.23
		Hourly	58.25	61.16	64.22	67.43	70.80	74.34	78.06	81.96	86.06	90.36
Executive Director	26	Annual	114,492.45	120,217.07	126,227.92	132,539.32	139,166.28	146,124.60	153,430.83	161,102.37	169,157.49	177,615.36
		Monthly	9,541.04	10,018.09	10,518.99	11,044.94	11,597.19	12,177.05	12,785.90	13,425.20	14,096.46	14,801.28
		Bi-Monthly	4,770.52	5,009.04	5,259.50	5,522.47	5,798.60	6,088.52	6,392.95	6,712.60	7,048.23	7,400.64
		Hourly	61.16	64.22	67.43	70.80	74.34	78.06	81.96	86.06	90.36	94.88
Executive Director	27	Annual	120,217.07	126,227.92	132,539.32	139,166.28	146,124.60	153,430.83	161,102.37	169,157.49	177,615.36	186,496.13
		Monthly	10,018.09	10,518.99	11,044.94	11,597.19	12,177.05	12,785.90	13,425.20	14,096.46	14,801.28	15,541.34
		Bi-Monthly	5,009.04	5,259.50	5,522.47	5,798.60	6,088.52	6,392.95	6,712.60	7,048.23	7,400.64	7,770.67
		Hourly	64.22	67.43	70.80	74.34	78.06	81.96	86.06	90.36	94.88	99.62
Executive Director	28	Annual	126,227.92	132,539.32	139,166.28	146,124.60	153,430.83	161,102.37	169,157.49	177,615.36	186,496.13	195,820.94
		Monthly	10,518.99	11,044.94	11,597.19	12,177.05	12,785.90	13,425.20	14,096.46	14,801.28	15,541.34	16,318.41
		Bi-Monthly	5,259.50	5,522.47	5,798.60	6,088.52	6,392.95	6,712.60	7,048.23	7,400.64	7,770.67	8,159.21
		Hourly	67.43	70.80	74.34	78.06	81.96	86.06	90.36	94.88	99.62	104.61
Executive Director	29	Annual	132,539.32	139,166.28	146,124.60	153,430.83	161,102.37	169,157.49	177,615.36	186,496.13	195,820.94	205,611.98
		Monthly	11,044.94	11,597.19	12,177.05	12,785.90	13,425.20	14,096.46	14,801.28	15,541.34	16,318.41	17,134.33
		Bi-Monthly	5,522.47	5,798.60	6,088.52	6,392.95	6,712.60	7,048.23	7,400.64	7,770.67	8,159.21	8,567.17
		Hourly	70.80	74.34	78.06	81.96	86.06	90.36	94.88	99.62	104.61	109.84
Executive Director	30	Annual	139,166.28	146,124.60	153,430.83	161,102.37	169,157.49	177,615.36	186,496.13	195,820.94	205,611.98	215,892.58
		Monthly	11,597.19	12,177.05	12,785.90	13,425.20	14,096.46	14,801.28	15,541.34	16,318.41	17,134.33	17,991.05
		Bi-Monthly	5,798.60	6,088.52	6,392.95	6,712.60	7,048.23	7,400.64	7,770.67	8,159.21	8,567.17	8,995.52

Job Class	Range	Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	74.34	78.06	81.96	86.06	90.36	94.88	99.62	104.61	109.84	115.33

2408

2409

Appendix D: 2027 Salary Table

2410

2411 As a trial, beginning January 1, 2025, a normal full-time workweek will be 36 hours per week
2412 rather than the historic 40 hours per week. This item may be renegotiated at the end of the trial.

2413 • 36-Hour Workweek

2414 • 3.50% COLA

2415

2416 [enter pay chart]

2027 TCD Salary Table_36-Hour Workweek

Job Class	Range	Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Assistant	1	Annual	34,993.28	36,742.95	38,580.10	40,509.10	42,534.56	44,661.28	46,894.35	49,239.07	51,701.02	54,286.07
		Monthly	2,916.11	3,061.91	3,215.01	3,375.76	3,544.55	3,721.77	3,907.86	4,103.26	4,308.42	4,523.84
		Bi-Monthly	1,458.05	1,530.96	1,607.50	1,687.88	1,772.27	1,860.89	1,953.93	2,051.63	2,154.21	2,261.92
		Hourly	18.69	19.63	20.61	21.64	22.72	23.86	25.05	26.30	27.62	29.00
Assistant	2	Annual	36,742.95	38,580.10	40,509.10	42,534.56	44,661.28	46,894.35	49,239.07	51,701.02	54,286.07	57,000.37
		Monthly	3,061.91	3,215.01	3,375.76	3,544.55	3,721.77	3,907.86	4,103.26	4,308.42	4,523.84	4,750.03
		Bi-Monthly	1,530.96	1,607.50	1,687.88	1,772.27	1,860.89	1,953.93	2,051.63	2,154.21	2,261.92	2,375.02
		Hourly	19.63	20.61	21.64	22.72	23.86	25.05	26.30	27.62	29.00	30.45
Assistant	3	Annual	38,580.10	40,509.10	42,534.56	44,661.28	46,894.35	49,239.07	51,701.02	54,286.07	57,000.37	59,850.39
		Monthly	3,215.01	3,375.76	3,544.55	3,721.77	3,907.86	4,103.26	4,308.42	4,523.84	4,750.03	4,987.53
		Bi-Monthly	1,607.50	1,687.88	1,772.27	1,860.89	1,953.93	2,051.63	2,154.21	2,261.92	2,375.02	2,493.77
		Hourly	20.61	21.64	22.72	23.86	25.05	26.30	27.62	29.00	30.45	31.97
Assistant	4	Annual	40,509.10	42,534.56	44,661.28	46,894.35	49,239.07	51,701.02	54,286.07	57,000.37	59,850.39	62,842.91
		Monthly	3,375.76	3,544.55	3,721.77	3,907.86	4,103.26	4,308.42	4,523.84	4,750.03	4,987.53	5,236.91
		Bi-Monthly	1,687.88	1,772.27	1,860.89	1,953.93	2,051.63	2,154.21	2,261.92	2,375.02	2,493.77	2,618.45
		Hourly	21.64	22.72	23.86	25.05	26.30	27.62	29.00	30.45	31.97	33.57
Assistant	5	Annual	42,534.56	44,661.28	46,894.35	49,239.07	51,701.02	54,286.07	57,000.37	59,850.39	62,842.91	65,985.06
		Monthly	3,544.55	3,721.77	3,907.86	4,103.26	4,308.42	4,523.84	4,750.03	4,987.53	5,236.91	5,498.75
		Bi-Monthly	1,772.27	1,860.89	1,953.93	2,051.63	2,154.21	2,261.92	2,375.02	2,493.77	2,618.45	2,749.38
		Hourly	22.72	23.86	25.05	26.30	27.62	29.00	30.45	31.97	33.57	35.25
Assistant	6	Annual	44,661.28	46,894.35	49,239.07	51,701.02	54,286.07	57,000.37	59,850.39	62,842.91	65,985.06	69,284.31
		Monthly	3,721.77	3,907.86	4,103.26	4,308.42	4,523.84	4,750.03	4,987.53	5,236.91	5,498.75	5,773.69
		Bi-Monthly	1,860.89	1,953.93	2,051.63	2,154.21	2,261.92	2,375.02	2,493.77	2,618.45	2,749.38	2,886.85
		Hourly	23.86	25.05	26.30	27.62	29.00	30.45	31.97	33.57	35.25	37.01
Specialist / Coordinator	7	Annual	46,894.35	49,239.07	51,701.02	54,286.07	57,000.37	59,850.39	62,842.91	65,985.06	69,284.31	72,748.52
		Monthly	3,907.86	4,103.26	4,308.42	4,523.84	4,750.03	4,987.53	5,236.91	5,498.75	5,773.69	6,062.38
		Bi-Monthly	1,953.93	2,051.63	2,154.21	2,261.92	2,375.02	2,493.77	2,618.45	2,749.38	2,886.85	3,031.19
		Hourly	25.05	26.30	27.62	29.00	30.45	31.97	33.57	35.25	37.01	38.86
Specialist / Coordinator	8	Annual	49,239.07	51,701.02	54,286.07	57,000.37	59,850.39	62,842.91	65,985.06	69,284.31	72,748.52	76,385.95
		Monthly	4,103.26	4,308.42	4,523.84	4,750.03	4,987.53	5,236.91	5,498.75	5,773.69	6,062.38	6,365.50
		Bi-Monthly	2,051.63	2,154.21	2,261.92	2,375.02	2,493.77	2,618.45	2,749.38	2,886.85	3,031.19	3,182.75
		Hourly	26.30	27.62	29.00	30.45	31.97	33.57	35.25	37.01	38.86	40.80
Specialist / Coordinator	9	Annual	51,701.02	54,286.07	57,000.37	59,850.39	62,842.91	65,985.06	69,284.31	72,748.52	76,385.95	80,205.25
		Monthly	4,308.42	4,523.84	4,750.03	4,987.53	5,236.91	5,498.75	5,773.69	6,062.38	6,365.50	6,683.77
		Bi-Monthly	2,154.21	2,261.92	2,375.02	2,493.77	2,618.45	2,749.38	2,886.85	3,031.19	3,182.75	3,341.89
		Hourly	27.62	29.00	30.45	31.97	33.57	35.25	37.01	38.86	40.80	42.84
Senior Specialist	10	Annual	54,286.07	57,000.37	59,850.39	62,842.91	65,985.06	69,284.31	72,748.52	76,385.95	80,205.25	84,215.51
		Monthly	4,523.84	4,750.03	4,987.53	5,236.91	5,498.75	5,773.69	6,062.38	6,365.50	6,683.77	7,017.96
		Bi-Monthly	2,261.92	2,375.02	2,493.77	2,618.45	2,749.38	2,886.85	3,031.19	3,182.75	3,341.89	3,508.98
		Hourly	29.00	30.45	31.97	33.57	35.25	37.01	38.86	40.80	42.84	44.99

Job Class	Range	Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Senior Specialist	11	Annual	57,000.37	59,850.39	62,842.91	65,985.06	69,284.31	72,748.52	76,385.95	80,205.25	84,215.51	88,426.29
		Monthly	4,750.03	4,987.53	5,236.91	5,498.75	5,773.69	6,062.38	6,365.50	6,683.77	7,017.96	7,368.86
		Bi-Monthly	2,375.02	2,493.77	2,618.45	2,749.38	2,886.85	3,031.19	3,182.75	3,341.89	3,508.98	3,684.43
		Hourly	30.45	31.97	33.57	35.25	37.01	38.86	40.80	42.84	44.99	47.24
Senior Specialist	12	Annual	59,850.39	62,842.91	65,985.06	69,284.31	72,748.52	76,385.95	80,205.25	84,215.51	88,426.29	92,847.60
		Monthly	4,987.53	5,236.91	5,498.75	5,773.69	6,062.38	6,365.50	6,683.77	7,017.96	7,368.86	7,737.30
		Bi-Monthly	2,493.77	2,618.45	2,749.38	2,886.85	3,031.19	3,182.75	3,341.89	3,508.98	3,684.43	3,868.65
		Hourly	31.97	33.57	35.25	37.01	38.86	40.80	42.84	44.99	47.24	49.60
Senior Specialist	13	Annual	62,842.91	65,985.06	69,284.31	72,748.52	76,385.95	80,205.25	84,215.51	88,426.29	92,847.60	97,489.98
		Monthly	5,236.91	5,498.75	5,773.69	6,062.38	6,365.50	6,683.77	7,017.96	7,368.86	7,737.30	8,124.17
		Bi-Monthly	2,618.45	2,749.38	2,886.85	3,031.19	3,182.75	3,341.89	3,508.98	3,684.43	3,868.65	4,062.08
		Hourly	33.57	35.25	37.01	38.86	40.80	42.84	44.99	47.24	49.60	52.08
Senior Specialist	14	Annual	65,985.06	69,284.31	72,748.52	76,385.95	80,205.25	84,215.51	88,426.29	92,847.60	97,489.98	102,364.48
		Monthly	5,498.75	5,773.69	6,062.38	6,365.50	6,683.77	7,017.96	7,368.86	7,737.30	8,124.17	8,530.37
		Bi-Monthly	2,749.38	2,886.85	3,031.19	3,182.75	3,341.89	3,508.98	3,684.43	3,868.65	4,062.08	4,265.19
		Hourly	35.25	37.01	38.86	40.80	42.84	44.99	47.24	49.60	52.08	54.68
Manager	15	Annual	69,284.31	72,748.52	76,385.95	80,205.25	84,215.51	88,426.29	92,847.60	97,489.98	102,364.48	107,482.70
		Monthly	5,773.69	6,062.38	6,365.50	6,683.77	7,017.96	7,368.86	7,737.30	8,124.17	8,530.37	8,956.89
		Bi-Monthly	2,886.85	3,031.19	3,182.75	3,341.89	3,508.98	3,684.43	3,868.65	4,062.08	4,265.19	4,478.45
		Hourly	37.01	38.86	40.80	42.84	44.99	47.24	49.60	52.08	54.68	57.42
Manager	16	Annual	72,748.52	76,385.95	80,205.25	84,215.51	88,426.29	92,847.60	97,489.98	102,364.48	107,482.70	112,856.84
		Monthly	6,062.38	6,365.50	6,683.77	7,017.96	7,368.86	7,737.30	8,124.17	8,530.37	8,956.89	9,404.74
		Bi-Monthly	3,031.19	3,182.75	3,341.89	3,508.98	3,684.43	3,868.65	4,062.08	4,265.19	4,478.45	4,702.37
		Hourly	38.86	40.80	42.84	44.99	47.24	49.60	52.08	54.68	57.42	60.29
Manager	17	Annual	76,385.95	80,205.25	84,215.51	88,426.29	92,847.60	97,489.98	102,364.48	107,482.70	112,856.84	118,499.68
		Monthly	6,365.50	6,683.77	7,017.96	7,368.86	7,737.30	8,124.17	8,530.37	8,956.89	9,404.74	9,874.97
		Bi-Monthly	3,182.75	3,341.89	3,508.98	3,684.43	3,868.65	4,062.08	4,265.19	4,478.45	4,702.37	4,937.49
		Hourly	40.80	42.84	44.99	47.24	49.60	52.08	54.68	57.42	60.29	63.30
Manager	18	Annual	80,205.25	84,215.51	88,426.29	92,847.60	97,489.98	102,364.48	107,482.70	112,856.84	118,499.68	124,424.67
		Monthly	6,683.77	7,017.96	7,368.86	7,737.30	8,124.17	8,530.37	8,956.89	9,404.74	9,874.97	10,368.72
		Bi-Monthly	3,341.89	3,508.98	3,684.43	3,868.65	4,062.08	4,265.19	4,478.45	4,702.37	4,937.49	5,184.36
		Hourly	42.84	44.99	47.24	49.60	52.08	54.68	57.42	60.29	63.30	66.47
Manager	19	Annual	84,215.51	88,426.29	92,847.60	97,489.98	102,364.48	107,482.70	112,856.84	118,499.68	124,424.67	130,645.90
		Monthly	7,017.96	7,368.86	7,737.30	8,124.17	8,530.37	8,956.89	9,404.74	9,874.97	10,368.72	10,887.16
		Bi-Monthly	3,508.98	3,684.43	3,868.65	4,062.08	4,265.19	4,478.45	4,702.37	4,937.49	5,184.36	5,443.58
		Hourly	44.99	47.24	49.60	52.08	54.68	57.42	60.29	63.30	66.47	69.79
Senior Manager	20	Annual	88,426.29	92,847.60	97,489.98	102,364.48	107,482.70	112,856.84	118,499.68	124,424.67	130,645.90	137,178.19
		Monthly	7,368.86	7,737.30	8,124.17	8,530.37	8,956.89	9,404.74	9,874.97	10,368.72	10,887.16	11,431.52
		Bi-Monthly	3,684.43	3,868.65	4,062.08	4,265.19	4,478.45	4,702.37	4,937.49	5,184.36	5,443.58	5,715.76
		Hourly	47.24	49.60	52.08	54.68	57.42	60.29	63.30	66.47	69.79	73.28
Senior Manager	21	Annual	92,847.60	97,489.98	102,364.48	107,482.70	112,856.84	118,499.68	124,424.67	130,645.90	137,178.19	144,037.10

Job Class	Range	Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Monthly	7,737.30	8,124.17	8,530.37	8,956.89	9,404.74	9,874.97	10,368.72	10,887.16	11,431.52	12,003.09
		Bi-Monthly	3,868.65	4,062.08	4,265.19	4,478.45	4,702.37	4,937.49	5,184.36	5,443.58	5,715.76	6,001.55
		Hourly	49.60	52.08	54.68	57.42	60.29	63.30	66.47	69.79	73.28	76.94
Senior Manager	22	Annual	97,489.98	102,364.48	107,482.70	112,856.84	118,499.68	124,424.67	130,645.90	137,178.19	144,037.10	151,238.96
		Monthly	8,124.17	8,530.37	8,956.89	9,404.74	9,874.97	10,368.72	10,887.16	11,431.52	12,003.09	12,603.25
		Bi-Monthly	4,062.08	4,265.19	4,478.45	4,702.37	4,937.49	5,184.36	5,443.58	5,715.76	6,001.55	6,301.62
		Hourly	52.08	54.68	57.42	60.29	63.30	66.47	69.79	73.28	76.94	80.79
Senior Manager	23	Annual	102,364.48	107,482.70	112,856.84	118,499.68	124,424.67	130,645.90	137,178.19	144,037.10	151,238.96	158,800.91
		Monthly	8,530.37	8,956.89	9,404.74	9,874.97	10,368.72	10,887.16	11,431.52	12,003.09	12,603.25	13,233.41
		Bi-Monthly	4,265.19	4,478.45	4,702.37	4,937.49	5,184.36	5,443.58	5,715.76	6,001.55	6,301.62	6,616.70
		Hourly	54.68	57.42	60.29	63.30	66.47	69.79	73.28	76.94	80.79	84.83
Senior Manager	24	Annual	107,482.70	112,856.84	118,499.68	124,424.67	130,645.90	137,178.19	144,037.10	151,238.96	158,800.91	166,740.95
		Monthly	8,956.89	9,404.74	9,874.97	10,368.72	10,887.16	11,431.52	12,003.09	12,603.25	13,233.41	13,895.08
		Bi-Monthly	4,478.45	4,702.37	4,937.49	5,184.36	5,443.58	5,715.76	6,001.55	6,301.62	6,616.70	6,947.54
		Hourly	57.42	60.29	63.30	66.47	69.79	73.28	76.94	80.79	84.83	89.07
Executive Director	25	Annual	112,856.84	118,499.68	124,424.67	130,645.90	137,178.19	144,037.10	151,238.96	158,800.91	166,740.95	175,078.00
		Monthly	9,404.74	9,874.97	10,368.72	10,887.16	11,431.52	12,003.09	12,603.25	13,233.41	13,895.08	14,589.83
		Bi-Monthly	4,702.37	4,937.49	5,184.36	5,443.58	5,715.76	6,001.55	6,301.62	6,616.70	6,947.54	7,294.92
		Hourly	60.29	63.30	66.47	69.79	73.28	76.94	80.79	84.83	89.07	93.52
Executive Director	26	Annual	118,499.68	124,424.67	130,645.90	137,178.19	144,037.10	151,238.96	158,800.91	166,740.95	175,078.00	183,831.90
		Monthly	9,874.97	10,368.72	10,887.16	11,431.52	12,003.09	12,603.25	13,233.41	13,895.08	14,589.83	15,319.32
		Bi-Monthly	4,937.49	5,184.36	5,443.58	5,715.76	6,001.55	6,301.62	6,616.70	6,947.54	7,294.92	7,659.66
		Hourly	63.30	66.47	69.79	73.28	76.94	80.79	84.83	89.07	93.52	98.20
Executive Director	27	Annual	124,424.67	130,645.90	137,178.19	144,037.10	151,238.96	158,800.91	166,740.95	175,078.00	183,831.90	193,023.49
		Monthly	10,368.72	10,887.16	11,431.52	12,003.09	12,603.25	13,233.41	13,895.08	14,589.83	15,319.32	16,085.29
		Bi-Monthly	5,184.36	5,443.58	5,715.76	6,001.55	6,301.62	6,616.70	6,947.54	7,294.92	7,659.66	8,042.65
		Hourly	66.47	69.79	73.28	76.94	80.79	84.83	89.07	93.52	98.20	103.11
Executive Director	28	Annual	130,645.90	137,178.19	144,037.10	151,238.96	158,800.91	166,740.95	175,078.00	183,831.90	193,023.49	202,674.67
		Monthly	10,887.16	11,431.52	12,003.09	12,603.25	13,233.41	13,895.08	14,589.83	15,319.32	16,085.29	16,889.56
		Bi-Monthly	5,443.58	5,715.76	6,001.55	6,301.62	6,616.70	6,947.54	7,294.92	7,659.66	8,042.65	8,444.78
		Hourly	69.79	73.28	76.94	80.79	84.83	89.07	93.52	98.20	103.11	108.27
Executive Director	29	Annual	137,178.19	144,037.10	151,238.96	158,800.91	166,740.95	175,078.00	183,831.90	193,023.49	202,674.67	212,808.40
		Monthly	11,431.52	12,003.09	12,603.25	13,233.41	13,895.08	14,589.83	15,319.32	16,085.29	16,889.56	17,734.03
		Bi-Monthly	5,715.76	6,001.55	6,301.62	6,616.70	6,947.54	7,294.92	7,659.66	8,042.65	8,444.78	8,867.02
		Hourly	73.28	76.94	80.79	84.83	89.07	93.52	98.20	103.11	108.27	113.68
Executive Director	30	Annual	144,037.10	151,238.96	158,800.91	166,740.95	175,078.00	183,831.90	193,023.49	202,674.67	212,808.40	223,448.82
		Monthly	12,003.09	12,603.25	13,233.41	13,895.08	14,589.83	15,319.32	16,085.29	16,889.56	17,734.03	18,620.74
		Bi-Monthly	6,001.55	6,301.62	6,616.70	6,947.54	7,294.92	7,659.66	8,042.65	8,444.78	8,867.02	9,310.37
		Hourly	76.94	80.79	84.83	89.07	93.52	98.20	103.11	108.27	113.68	119.36

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this ___ day of December.

For Thurston Conservation District:

_____ Sarah Moorehead, Executive Director

For the Washington State Council of County and City Employees:

_____ Aaron Cole, Union Representative AFSCME Local 3300

The below 2025-2027 bargaining team members were integral in reaching final agreement.

For the Washington State Council of County and City Employees:

Susan Shelton
Kiana Sinner
Sam Nadell

For the District:

Sarah Moorehead
Betsie De Wreede
Marianne Tompkins

Thurston Conservation District
2025 – 2027 Collective Bargaining Agreement
Summary of Changes



- Article 0 Preamble – Minor changes: added respect for management and board.
- Article 2 Anti-Discrimination – Minor changes: added gender-neutral language
- Article 3 Workplace Behavior – Significant changes: added language about bullying; added language about a tiered process for resolving employee-to-employee workplace conflicts; added language that prohibits the union from supporting one employee over the another.
- Article 5 Hiring and Appointments – Moderate changes: codified the types of regular employees; cleaned up the movement clause; changed the probationary period from 90 days to 180 days without extensions; removed temporary employees from the article because they are not covered by the CBA.
- Article 6 Discipline – Significant changes to the disciplinary process
- Article 19 Safety and Health – Minor changes: removed the language about COVID making the policy more general
- Article 21 Holidays – Significant changes related to the 36-hour workweek; personal days removed here because personal days are described in Article 38 Miscellaneous Leave
- Article 27 Health Care Coverage and Wellness – Minor changes: removed the detailed language about what is covered in the HRA
- Article 29 Community Trip Reduction - Minor changes: removed stringent requirement to schedule telework; moved Alternative Work Schedules clause to Article 35 Hours of Work, Overtime, and Exchange Time
- Article 35 Hours of Work, Overtime, Exchange time - Significant changes related to the 36-hour workweek, including describes the trial period; changes to comp and exchange time; codified the option for alternative work schedules
- Article 36 Sick Leave - Significant changes related to the 36-hour workweek
- Article 37 Vacation Leave - Significant changes related to the 36-hour workweek
- Article 38 Miscellaneous Leave – Significant changes related to the 36-hour workweek and added gender-neutral language
- Article 40 Shared Leave – Significant changes: simplified the language and the process to share leave
- Article 44 Term of Agreement – Moderate changes: described the duration of the agreement and listed the 36-hour workweek articles that may be renegotiated during the term of the agreement
- Updated Salary Tables – Significant changes related to the 36-hour workweek

Thurston Conservation District

Reduced Hours Workweek – Scenario 2: Trial 36-Hour Workweek – Version 2



Proposal

1. To facilitate a reduced hour workweek, **employees propose a reduced COLA for 2025 of 1.75%**. Staff will earn a 3.5% COLA in 2026 and a 3.5% COLA in 2027. However, total COLA amounts in 2026 and 2027 are dependent on the decision outcome at the end of each annual review, see line item 6.
2. As a trial, beginning January 1, 2025, a **normal full-time workweek** will be 36 hours per week rather than the historic 40 hours per week.
3. Staff will earn **6 Personal Days in 2025**, an increase from the historic 2 Personal Days. The number of Personal Days will return back to 2 per year when TCD moves to a 32-hour workweek.
4. **Trial Period Evaluation:** In the first & second quarters of 2025 staff and the board will agree on the metrics to evaluate the trial of 36-hour workweek. During the trial, staff will collect data and report the results of the trial based on these metrics to the board. Staff will work to address issues as they arise. At the end of 2025, the board and staff will review evaluation results. The board and staff may choose to continue the trial in 2026. By October 2026 (at the very latest), board and staff will review the results of the trial period and will determine the plan forward: 1) move to a 32-hour workweek; 2) remain at a 36-hour workweek; 3) return to a 40-hour workweek.
5. TCD Employees want to make it clear that the **36-Hour workweek is not our desired end goal**. This workweek doesn't provide the benefits of a 4-day workweek that employees are seeking.
6. At the end of the trial period **if the board and staff choose to:**
 - **Move to a 32-Hour workweek**, staff will receive a 3.5% COLA annually.
 - **Remain at a 36-hour workweek**, Staff will earn an additional \$100 towards the HRA. Staff will earn a 5.25% COLA in the first year and in subsequent years will receive a 3.5% COLA annually. If agreement cannot be reached, this article and staff compensation articles will be reopened for negotiation at the end of the trial period.
 - **Return to a 40-hour workweek**, staff will earn an additional \$100 towards the HRA. Staff will earn a 5.25% COLA and a step increase in the first year and in subsequent years will receive a 3.5% COLA annually. If agreement cannot be reached, this article and staff compensation articles will be reopened for negotiation at the end of the trial period.
7. When necessary, to avoid issues with project implementation, **department directors may instruct staff to work more than 36 hours** for a particular week.
8. TCD will continue to offer **Comp Time:** staff earns 1.5 hours of time off to be used at a later date for every 1 hour worked over 40 hours. Staff must receive approval from their supervisor to earn **Comp Time**. Staff must receive approval from their supervisor before earning and using exchange time.

9. TCD will begin to offer **Exchange Time:** staff earns 1 hour of time off to be used at a later date for every 1 hour worked over 36 hours. Staff must receive approval from their supervisor before earning and using exchange time. Exchange Time does not roll over to the next year and will be capped at 36 hours.
10. **Vacation and sick leave accruals** for both part-time and full-time employees will be pro-rated based on the number of work hours. See *36-Hour Workweek Leave Accruals Table*.
11. Because they continue to work 8-hour days, full-time employees will continue to earn 8 hours for **Holiday and Personal Days**. For part-time employees, Holiday and Personal Days will be pro-rated based on a 36-hour workweek. See *36-Hour Workweek Leave Accruals Table*.
12. **TCD's 2025 Salary Table** will be updated to include the 1.75% COLA. Also, the reduction in work hours will automatically increase the hourly rates in the 2025 Salary Table. Hourly rates are calculated by dividing the salary by the number of workhours in the year. With a 40-hour workweek there are 2,080 hours in a year; with a 36-hour workweek there are 1,872 hours in a year. For example, the hourly rate for a \$30,000 salary and a 40-hour workweek is \$14.42 and the hourly rate for the same salary and a 36-hour workweek is \$16.03. The reduction in hours to 36 hours per week increases TCD's hourly rate by 11%.
13. **One-time Adjustment:** With a reduced workweek, hourly rates will increase by 11% (not including the 1.75% COLA), which will cause **pay for part-time employees to increase by 11%**. To mitigate this increased cost to the District, staff propose that effective January 1, 2025, part-time staff would move down 2 steps in the new Salary Table - for an effective 0.8% increase not including the 1.75% COLA. This small additional increase is being offered because 1) part-time staff are not getting a reduction in workweek hours and 2) with this proposal Holiday and Personal Days will be pro-rated for part-time staff reducing their annual PTO accruals. (See item #10)
14. **One-time Adjustment:** Effective January 1, 2025, **staff whose salary is lower than the 2024 Range 8 Step 1** on the Salary Table (those who would be most impacted by a reduced COLA in 2025) will receive a step increase.
15. **One-time Adjustment:** Half the **historic leave accrual** will be recorded in 2025, and the other half will be recorded in 2026.
16. The **TCD Restoration Field Crew** currently works four 10-hour days. With this proposal, interns will continue their 40-hour a week internship. The Crew Lead and Assistant Crew Lead, who are permanent TCD staff, will each work 36 hours. Each lead will perform field work for three 10-hours days. The Crew Lead and Assistant Crew Lead will each provide supervision to the crew independently one day and together two days a week. Both the Crew Lead and Assistant Crew Lead will have an additional six hours a week to complete administrative and office work.
17. **TCD's office will be open** Monday through Thursday. Equipment rental pick-ups and drop-offs will still be offered on Fridays and facilitated by an on-call Equipment Rental Administrator employee.

Fiscal Impacts to TCD – Based on a 1-Year Trial

		2025 (36 Hours)			2026 (32 Hours)			2027 (32 Hours)			Total
		Reduced Hours Cost	COLA (1.75%)	Difference Over 2024	Reduced Hours Cost	COLA (3.5%)	Difference Over 2025	Reduced Hours Cost	COLA (3.5%)	Difference Over 2026	
A.	Full-time Salary Costs - F&A Staff	2,144	2,812	4,956	0	5,714	5,714	0	5,884	5,884	16,554
B.	Part-time Wage Costs - F&A Staff	1,031	2,362	3,393	2,778	4,878	7,656	0	5,064	5,064	16,113
C.	Leave Accrual – Historic (One-time Cost)	13,530	2,534	16,064	17,383	5,493	22,876	0	5,668	5,668	44,608
D.	Leave Accrual - Annual	3,080	577	3,657	3,957	1,250	5,208	0	1,290	1,290	10,155
E.	Total Increase	\$19,785	\$8,285	\$28,070	\$24,118	17,335	\$41,453		\$31,528	\$17,906	\$87,429
F.	Total Increase – Splitting Historic Leave Accrual			\$20,038			\$38,047			\$29,344	\$87,429

Types of TCD Staff

Fiscal impacts of the 36-hour workweek will be different for the various types of TCD Staff and the work they perform.

- Full-time and Part-time **Project Staff Working on Grant Funded Projects:** Full-time and Part-time Project staff primarily work on projects and their labor costs are primarily fully covered by grants (Restricted Budget) that reimburse TCD based on the employee’s comp rate.
- Full-time and Part-time **Finance and Admin Staff:** The labor costs of Finance and Admin Staff are paid from the Unrestricted Budget at their salary/hourly rate. Finance and Admin staff also work on TCD Program Allocations, which are paid at the employee’s comp rate from the Unrestricted Budget.
- Full-time and Part-time **Staff Working on TCD Programs:** Project staff, as well as, Finance and Admin Staff also work on TCD Program Allocations, which are paid at the employee’s comp rate from the Unrestricted Budget.

Project Staff

Full-time and part-time project staff primarily work on projects and their labor costs are primarily fully covered by grants (Restricted Budget) that reimburse TCD based on the employee's comp rate. Project staff labor costs on projects do not appear in this table, because a reduced hour workweek has not impact on TCD's finances for this type of staff.

Finance and Admin Staff

Because Finance and Admin staff labor costs are primarily covered by the Unrestricted Budget, any increases in labor costs will represent a fiscal impact to TCD.

Staff at the lower end of the Salary Table (Item A in the Table)

Full-time staff at the lower end of the Salary Table will be hardest hit with a 1.75% COLA in 2025. We propose that effective January 1, 2025, these staff members receive a one-time adjustment of a step increase (5% increase). This increased cost for project staff will be fully reimbursed by grants and is not included in this table. The figure in the Reduced Hours Cost shown in the table only represents the increased cost from this step increase for Finance and Administration staff.

The increased cost due to the COLA in item A of the table represents the increased cost from the COLA for all full-time Finance and Administration.

Part-time Wage Costs – F&A Staff (Item B in the Table)

A 11% increase in hourly rates would cause pay for part-time employees to increase by 11%. To mitigate this increased cost to the District, staff proposes a one-time adjustment that effective January 1, 2025, part-time staff would move down 2 steps in the Salary Table - for an average 0.8% increase for part-time employees. This increase is being offered because part-time staff are not getting a reduction in workweek hours, and they are losing holiday and personal day leave accrual hours.

Leave Accruals

Hourly rates are used to payout vacation/sick/comp-time time when an employee leaves the District. A 11% increase in hourly wages will increase TCD's leave accrual obligation by roughly the same percentage. It isn't exactly 11% because part-time employees are 1) getting an 0.8% increase and 2) because part-time employees had been accruing 8 hours for vacation and sick time based on a 40-hour workweek but going forward, part-time employees will accrual pro-rated PTO hours based on a 36-hour workweek.

Historic Leave Accruals (Item C in the Table)

By the end of 2024, TCD's historic leave accrual liability will be about \$123,000. The roughly 11% increase in the historic leave accrual liability calculates to about \$16,064. Half of this increase (\$8,032) will be recorded as an expense in the 2025 Unrestricted Budget and the other half will be recorded in 2026. These are one-time liability and expense entries to catch up the District's historic leave accrual. In 2027, there will be no increase in the historic leave accrual amount because there will be no further reduction in workhours.

Annual Leave Accrual (Item D in the Table)

The hourly rate increase will also increase TCD's annual leave liability and expenses by roughly 11%. In 2024, TCD's annual leave accrual liability will be about \$28,000. The increase in the annual leave accrual liability is about \$3,657. This increase will be recorded as an expense each year beginning in the 2025 Unrestricted Budget.

Fiscal Impacts to Grants and Programs

Full-time and Part-time Project staff primarily work on projects and their labor costs are primarily fully covered by grants (Restricted Budget) that reimburse TCD based on the employee's comp rate. Project staff and Finance and Admin staff also work on TCD Program Allocations, which are paid at the employee's comp rate from the Unrestricted Budget.

Full-time employees

Comp rates will increase by 14% for full-time employees because of 1) the 4-hour reduction in work hours per week, and 2) the 4 extra personal days. However, most of this comp rate increase is cancelled out because the total number of hours will also decrease by 10% (from 40 to 36). This results in an effective fiscal impact of an additional 1.5% of labor costs to grants and programs.

This 14% increase in comp rates for project staff might make TCD less competitive when applying for grants. Additionally, because the Program Budget in the Unrestricted Budget cannot be increased, the 1.5% increase in labor costs will reduce the number of hours available for full-time staff to work on grants and programs.

Part-time employees

Hourly rates for part-time staff will increase by 0.8% because of the one-time hourly rate adjustment (See item #10). Comp rates for part-time staff will increase by an average of 3.7%, because they will get an additional 4 personal days. There is no reduction in workhours for part-time staff to reduce this increase like with full-time staff. The 3.7% increase in comp rates for part-time staff will reduce the number of hours available for part-time staff to work on grants and programs..

Non-Fiscal Impacts

Some positions will be able to adjust workloads to handle fewer hours. Some positions may not be able to adjust workloads, which may result in the need for additional FTEs.

May negatively or positively impact staff productivity on grants. There are studies that show sustained and even increased productivity, but the impact on TCD's workplace is unknown.

Studies have shown that it may lead to reduced burnout, boosted morale, improved physical and mental health, and enhanced work-life balance.

May improve long-term employee retention.

May improve TCD's competitive position for new hires.

Informational Items

Priority Initiative Updates

Rates and Charges – Renewed for 10-year Term

Thank you to all board, staff, partners and community members who supported the process of renewing our rates and charges funding. TCD has successfully renewed rates and charges at our existing rate, for a 10-year period.

This funding provides critical organizational capacity, attention to local conservation priorities, and consistency in our services. TCD further leverages these local funds – for every \$1 collected through rates and charges, TCD brings in ~\$10 in competitive state and federal grant funding – a truly impressive return on investment to our local community.

Hedgerow Demonstration Project Installation at Piece by Piece Farm

In partnership with Native Plant Salvage Foundation TCD hosted a Hedgerow Demonstration Installation Project at Piece by Piece Farm. Participants from all over Thurston County and beyond gathered to install a 640 ft hedgerow on a local farm. Laura and Kelly from Piece by Piece Farm wanted to incorporate a hedgerow on their property to support their farming goals. This hedgerow will create habitat for beneficial insects, pollinators and other wildlife, act as a wind and noise break, and increase biodiversity on their farm. The installation of over 800 plants was possible because of the Piece by Piece farmers, funding from Thurston County, USDA NRCS, and the Sustainable Farms and Fields grant funded by WSCC.

This project also provides educational content through our Discovering Hedgerows webinar series: <https://www.thurstoncd.com/resources/workshop-recordings/>



Volunteers work to install a native hedgerow on Piece by Piece Farm.

Reminder: Plant Sale Pre-Orders Open Until Jan 31st!



Now is the time to order your plants to ensure you get the species you want!

To order: <https://store.thurstoncd.com/products/>

District Operations

November 19, 2024 Board Meeting Action Items

- None

Looking Ahead to 2025 and Beyond

Next year will be a year of strategic thinking and planning – a chance to hone our focus, revisit our mission, and engage board, staff and community on driving the next chapter of TCD. There are a few planning activities, unique and routine that will take place:

- 1) TCD will **extend the current strategic plan** to cover the 2025 year.
 - a. Staff will bring a cumulative progress report and revised strategic plan that includes a 1-year plan extension to the Board in the first quarter of 2025. Staff will recommend adjusting elements of the plan that are no longer relevant or have changed since the creation of the plan.
- 2) TCD will **adopt a routine annual plan**, based on the current strategic plan.
 - a. Staff will bring a draft of the 2025 annual plan to the Board in the first quarter of 2025, in tandem with the strategic plan extension. Reviewing these in tandem will ensure that these
- 3) TCD will **begin a new strategic planning process** to cover 2026 – 2030, and beyond.
 - a. Staff will bring a draft strategic planning process outline to the Board in the 2nd quarter of the year, with the intention to conduct the strategic planning process in the 3rd and 4th quarters of 2025, to ensure participation of any potential new board supervisors. The process outline will provide a general framework for engaging the board, staff, and community in discussion and dialogue around natural resources priorities and strategic goals for TCD – in a streamlined and useful way.

WACD President's Award

At the 2024 Washington Association of Conservation District's annual conference, I was honored to receive the President's Award for statewide leadership and problem solving. This award was special to me because it recognized the things that I value most: compassionate leadership, commitment to problem solving, respecting differences, and unwavering support for the work we do. I am pleased to know that I have made such a positive impact on our conservation community.

Monthly Staff Reports

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



DEPARTMENT OF
ECOLOGY
State of Washington

Nonpoint

Newsletter

December 2024

Welcome!

Welcome to the latest edition of the Southwest Regional Nonpoint Newsletter from the Washington State Department of Ecology! We're excited to bring back our monthly newsletter, where we'll share updates on ongoing projects, partnerships, and resources as we work alongside our community and partners to improve water quality in southwestern Washington.

Meet Our Team



The SWRO Nonpoint Team

Meet Ecology's Southwest Regional Nonpoint Team! Dedicated to preserving water quality, our mission is to help landowners and communities find sustainable solutions for addressing nonpoint pollution. Leading with technical expertise, financial assistance, and education, our work goes beyond regulation, emphasizing the importance of building relationships with communities and partners to encourage compliance with state policy across watersheds.



Pictured from left to right: Gabe Raso, Molly Paige, Emily Davis, Chloe Steffes, Jason Pietroski.

Tackling Nonpoint Pollution



Project Spotlights - Boise and Lacamas Creek Direct Implementation Funding (DIF)

To protect and improve essential riparian habitats, Ecology's Direct Implementation Fund (DIF) program has awarded \$110,000 to King County and \$300,000 to Clark Conservation District for riparian planting projects in Boise and Lacamas Creeks. Through DIF, a sporadically available return funding source, Ecology works with partner agencies/organizations to support crucial mitigation efforts by implementing high-priority actions in targeted areas to improve water quality. The DIF funded planting projects in

Boise and Lacamas Creek will restore over 60 acres of riparian habitat in southwestern Washington, addressing temperature and bacteria impairments in critical tributaries and enhancing vital salmon habitat.

Recent Environmental Report Tracking System (ERTS) – Nonpoint Complaints

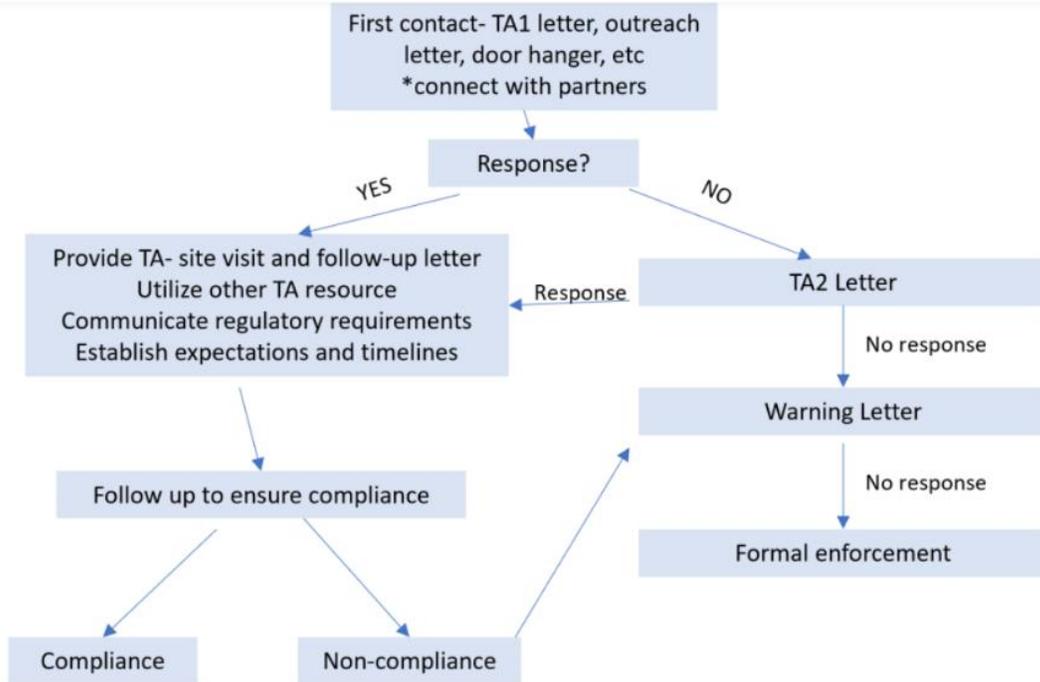
Ecology’s Southwest Regional Office receives over 2,500 reports each year. Typically, about 25% of these reports are related to water quality. Our Nonpoint staff work on a wide variety of different concerns that may cause water pollution. This table lists the number of reports received from April through November of 2024.

Tracking Nonpoint Progress:

April - November 2024

Once a property is identified as an area of concern, Nonpoint staff ensure that landowners are notified and educated about the nonpoint related issues on their property. This process, as outlined in the flowchart below, begins with a technical assistance (TA) letter, which informs the landowner, or operator, about the issues on their property and contains contact information and resources to help them begin the process of coming into compliance.

County	ERTS
Mason	1
Thurston	1
Pierce	8
Lewis	13
Grays Harbor	3
Pacific	3
Clallam	0
Jefferson	0
King	2
Cowlitz	9
Skamania	1
Wahkiakum	1
Clark	10



Directly addressing ERTS reports and identified areas of concern from April - November 2024, our Nonpoint staff have sent out a total of 48 TA letters, working successfully with the majority of landowners to bring their properties into compliance.



Climate Resilience Riparian Systems Grant

The EPA has awarded Ecology funds to develop a grant program and facilitate subawards of these funds toward improving the climate resiliency of riparian systems in Puget Sound. The program offers up to \$9 million in funding, with grants ranging from \$500,000 to \$2.75 million, to eligible applicants including conservation districts, local governments, tribes, non-profits, and educational institutions. Applications are open until January 15, 2025.

Interested in learning more? [Click Here!](#)

Did You Know? Ecology Offers Language Services

Ecology provides language services to ensure individuals whose primary language is not English can access important information about our programs and resources. Language services are available to community members and partners collaborating with Ecology, including landowners and partner organizations/agencies.

We can help with:

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

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

Contact Us



Emily Davis

***Senior Nonpoint
Pollution Specialist-***

Jason Pietroski

***Nonpoint Water Quality
Specialist-***

Molly Paige

***Nonpoint Water Quality
Specialist-***

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**Olympic peninsula,
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Willapa Bay**

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To Report Environmental Concerns:

Online: [Statewide Report Form](#)

Email: swroerts@ecy.wa.gov

Phone: 360-407-6300

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