



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

January 28, 2026, 5:00 pm - 8:00 pm

Zoom Meeting Link:

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

Passcode: 2918

Meeting ID: 916 5857 7844

Call in: 1-253-215-8782

Work Session Topic List

5:00 pm – 6:00 pm

1. Topic List Review, All
2. Staff Presentation: Farm My Yard, *Tina Wagner*
3. Legislative Session & WACD Legislative Day Prep, *All*
 - a. Important Bills (CD Elections, CD Purchase of Ag Lands, other)
 - b. Legislative Appointments Schedule
 - c. Other
4. Voluntary Stewardship Program, *Executive Director Moorehead*
5. Annual Plan Development, *Executive Director Moorehead*
6. Strategic Plan Outreach, *Executive Director Moorehead*
7. Conservation and Education Center (CEC) Development, *All*
8. Important Updates & Announcements
 - a. Board of Supervisors, *All*
 - b. Executive Director, *Sarah Moorehead*

Board Meeting

6:30 pm – 8:00 pm

- | | |
|--|------------------------------------|
| 1. Welcome, Introductions, Audio Recording Announcement | 6:30 PM
<i>5 minutes</i> |
| 2. Agenda Review | 6:35 PM
<i>5 minutes</i> |
| 3. Consent Agenda – Action Item | 6:40 PM |
| A. December 17, 2025, Board Work Session & Meeting Minutes | <i>5 minutes</i> |
| B. January 2026 and 2025 Year-End Financial Report | |
| C. WSCC 2026 Riparian Grant Funding Advance Pre-approval | |
| D. Wild Fish Conservancy Chehalis Tributary Data Collection Vendor Agreement | |
| E. RCO Thompson Creek Salmon Recovery Funding Agreement | |

F. WA State Department of Ecology Riverbend Ranch Funding Agreement

- | | |
|--|-------------------|
| 4. Public Comment | 6:45 PM |
| *Three minutes per person | <i>10 minutes</i> |
| 5. Partner Reports (if present) | 6:55 PM |
| A. Natural Resources Conservation Service, (NRCS) <i>TBD</i> | <i>15 minutes</i> |
| B. Washington State Conservation Commission (WACC), <i>Josh Giuntoli</i> | |
| C. Washington Association of Conservation Districts (WACD), <i>Sarah Moorehead</i> | |
| 6. TCD Resolution #2026-01 2026 Cost of Living Adjustment, All – Action Item | 7:10 PM |
| | <i>10 minutes</i> |
| 7. Governance, All – Action Item | 7:20 PM |
| A. TCD Elections Update | <i>10 minutes</i> |
| B. February 25, 2026 Work Session Topic List & Meeting Agenda Development | |
| 8. Executive Session: To discuss potential litigation | 7:30 PM |
| <i>RCW 42.30.110 (1i) To discuss with legal counsel representing the agency litigation or potential litigation.</i> | <i>10 minutes</i> |
| 9. Executive Session Report Out – Action Item | 7:40 PM |
| | <i>5 minutes</i> |
| 10. Executive Session: To consider the selection of a site or the acquisition of real estate | 7:45 PM |
| <i>RCW 42.30.110 (1b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.</i> | <i>10 minutes</i> |
| 11. Executive Session Report Out – Action Item | 7:55 PM |
| | <i>5 minutes</i> |
| Adjourn | 8:00 PM |
- Informational Only Items:**
- I. Executive Director’s Report*
 - II. 2026 Election Update Memo*

Important Future Dates

February 2026

- | | |
|--------------------------------------|-----------|
| WACD Legislative ½ Day Pre Meeting | Feb 9 |
| WACD Legislative Day | Feb 10 |
| NACD Annual Meeting, San Antonio, TX | Feb 14-18 |

TCD office closed Presidents Day	Feb 16
TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom)	Feb 25

March 2026

Native Plant Festival & Sale, Thurston County Fairgrounds	March 7
TCD Board of Supervisor Election Day	March 17
Billy Frank Jr. Annual Celebration, Timberline High School	March 19
Student Green Congress, The Evergreen State College	March 19
TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom)	March 25

April 2026

TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom)	April 22
2026 South Puget Sound Regional Envirothon Competition	April 23-4

Item

3



Thurston Conservation District Consent Agenda Decision Sheet January 28, 2026 Board Meeting

- A. December 17, 2025 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. January 2026 and 2025 Year-End Financial Report
 - a. Proposed action: accept without amendment and approve.
 - b. Action was taken:
 - Passed Moved for discussion during meeting Tabled to a future meeting

- C. WSCC 2026 Riparian Grant Funding Advance Pre-approval
 - a. Proposed action: accept without amendment and approve.
 - b. Action was taken:
 - Passed Moved for discussion during meeting Tabled to a future meeting

- D. Wild Fish Conservancy Chehalis Tributary Data Collection 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. RCO Thompson Creek Salmon Recovery 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. WA State Department of Ecology Riverbend Ranch Funding Agreement
 - a. Proposed action: accept without amendment and approve.
 - b. Action was taken:
 - Passed Moved for discussion during meeting Tabled to a future meeting

ADOPTED BY THE BOARD OF THE THURSTON CONSERVATION DISTRICT, WASHINGTON
ON January, 28 2026, AND EFFECTIVE IMMEDIATELY

SIGNED:

TJ Johnson, Board Chair

Marianne Tompkins, Board Vice-Chair

David Iyall, Board Auditor

Doug Rushton, Board Member

Jennifer Colvin, Board Member

Attest: Sarah Moorehead, Executive Director

Thurston Conservation District Board of Supervisors

Work Session Minutes

December 17, 2025

Hybrid: In-Person and Virtual on Zoom

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

Actual Meeting Time: 5:00 p.m. – 6:02 p.m.



Present at Work Session:

TJ Johnson, TCD Board Chair

Marianne Tompkins, TCD Board Vice Chair

Doug Rushton, TCD Board Supervisor

Jennifer Colvin, TCD Board Supervisor

Sarah Moorehead, TCD Executive Director

Sophia Barashkoff, TCD Staff

Tina Wagner, TCD Staff

Ben Cushman, TCD Legal Counsel

- 1 **1.** Topic List Review, *All*
- 2 **2.** Staff Presentation: Community Garden Update, *Tina Wagner*
- 3 **3.** WACD Annual Conference Debrief, *All*
- 4 a. HR Law Updates, *Executive Director Sarah Moorehead*
- 5 **4.** Flooding & Disaster Preparedness, *Executive Director Sarah Moorehead*
- 6 **5.** TCD Resolution # 2025-06: Entering into Real Estate Transactions, *All*
- 7 **6.** Strategic Plan: Land Acknowledgement, *Executive Director Sarah Moorehead*
- 8 **7.** 2026 Annual Plan Development – Goals Discussion, *All*
- 9 **8.** Conservation and Education Center (CEC) Development, *All*
- 10 **9.** Important Updates & Announcements
- 11 a. Board of Supervisors, *All*
- 12 b. Executive Director, *Executive Director Moorehead*

Respectfully,

TJ Johnson, TCD Board Chair

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

December 17, 2025

Hybrid: In-Person and Virtual on Zoom

Originally Scheduled: 6:30 p.m. – 8:40 p.m.

Actual Meeting Time: 6:30 pm – 7:18 p.m.



Present at Board Meeting:

TJ Johnson, TCD Board Chair

Marianne Tompkins, TCD Board Vice Chair

Doug Rush Rushton, TCD Board Supervisor

Jennifer Colvin, TCD Board Supervisor

Sarah Moorehead, TCD Executive Director

Sophia Barashkoff, TCD Staff

Tina Wagner, TCD Staff

Stephanie Bishop, TCD Staff

Karin Strelhoff, TCD Staff

Ben Cushman, TCD Legal Counsel

Bob Barnes, member of the public

Summary of Action Items

- 1 • None.

Summary of Motions Passed

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

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

7 *Supervisor Rushton moved to approve the TCD 2026 Budget. Supervisor Colvin seconded.*
8 *Motion passed unanimously, (4-0).*

9 *Supervisor Tompkins moved to approve the TCD Resolution #2025-06: Entering into Real*
10 *Estate Transactions. Supervisor Colvin seconded. Motion passed unanimously, (4-0).*

11 *Supervisor Rushton moved to approve the amended TCD 2026 – 2030 & Beyond Strategic*
12 *Plan. Supervisor Colvin seconded. Motion passed unanimously, (4-0).*

13 *Supervisor Rushton moved to adjourn the December 17, 2025 TCD Board Meeting. Supervisor*
14 *Colvin seconded. Motion passed unanimously, (4-0).*

Full Version of the Minutes

15 **Welcome & Introductions**

16 At 6:30 p.m., TCD Board Chair TJ Johnson called the December 17, 2025 Regular Board Meeting
17 to order. TCD Board, Staff, members of the public, and legal counsel were introduced by Board
18 Chair Johnson. He announced that the meeting was being video recorded. TCD Supervisors,
19 Johnson, Rushton and Colvin and Executive Director Moorehead attended the meeting in

20 person at the TCD office. Supervisor Tompkins attended virtually. Supervisor Iyall was not in
21 attendance and was excused.

22 **Agenda Review**

23 TCD Board Chair Johnson amended the agenda by adding item *6.D National Association of*
24 *Conservation Districts (NACD)* to the agenda. He also proposed decreasing the time for item 12:
25 *Executive Session: To review the performance of the Executive Director* from 25 minutes to 15
26 minutes.

27 ***Supervisor Colvin moved to approve the amended Agenda. Supervisor Rushton seconded.***
28 ***Motion passed unanimously, (4-0).***

29 **Consent Agenda**

- 30 A. November 19, 2025, Board Work Session & Meeting Minutes
- 31 B. November Financial Report
- 32 C. WA State Department of Ecology Goebel Road Restoration Funding Agreement
- 33 D. WA State Department of Ecology Site Management Funding Agreement
- 34 E. Thurston County Volunteer Stewardship Program Cost Share Funding Agreement
- 35 F. RCO Mid- Eld Inlet Nearshore Restoration Application Authorization
- 36 G. RCO Henderson Inlet Nearshore Restoration Application Authorization
- 37 H. South Thurston Community Wildfire Protection Plan

38 ***Supervisor Rushton moved to approve the Consent Agenda. Supervisor Colvin seconded.***
39 ***Motion passed unanimously, (4-0).***

40 **Volunteer of the Year Award Recognition**

41 Bob Barnes received the Doug Rushton Conservation Legacy Award for over 50 years of
42 conservation service.

43 **Public Comment**

44 No public members made comments.

45 **Partner Reports**

- 46 A. National Resources Conservation Service (NRCS) Update, TBD
- 47 B. Washington State Conservation Commission (WSCC) Update, Josh Giuntoli
 - 48 • Mr. Giuntoli was not present.
- 49 C. Washington Association of Conservation Districts (WACD) Update, Sarah Moorehead.
 - 50 • Sarah Moorehead gave an update.
- 51 D. National Association of Conservation Districts (NACD) Update,
 - 52 • Executive Director Moorehead gave an update.

53 **TCD 2026 Budget**

54 *Supervisor Rushton moved to approve the proposed TCD 2026 Budget. Supervisor Colvin*
55 *seconded. Motion passed unanimously, (4-0).*

56 **TCD Resolution #2025-06: Entering into Real Estate Transactions**

57 *Supervisor Tompkins moved to adopt the TCD Resolution #2025-06: Entering into Real Estate*
58 *Transactions. Supervisor Colvin seconded. Motion passed unanimously, (4-0).*

59 **TCD 2026-2030 & Beyond Strategic Plan**

60 Supervisor Rushton proposed to amend *Appendix 2: Thurston County Data and Characteristics*
61 *of the TCD 2026-2030 & Beyond Strategic Plan* to include a Land Recognition statement.

62 *Supervisor Rushton moved to approve the amended TCD 2026-2030 & Beyond Strategic Plan.*
63 *Supervisor Colvin seconded. Motion passed unanimously, (4-0).*

64 **Governance**

65 A. January 28, 2026 Work Session Topic List & Meeting Agenda Development

66 **Work Session**

- 67 • Topic List Review, *All*
- 68 • Staff Presentation: Farmland Preservation, *Tina Wagner*
- 69 • Community Partner Presentation: Bio Cellulose, *TBD*
- 70 • Strategic Planning Outreach, *Executive Director, Moorehead*
- 71 • Legislative Day Preparation, *All*
 - 72 ○ Election Reform/F1
- 73 • Conservation and Education Center (CEC) Development, *All*
- 74 • Important Updates & Announcements
 - 75 ○ Board of Supervisors, *All*
 - 76 ○ Executive Director, *Sarah Moorehead*

77 **Board Meeting Agenda**

- 78 • Welcome, Introductions, Audio Recording Announcement
- 79 • Agenda Review
- 80 • Consent Agenda
 - 81 ○ December 17, 2025 Board Work Session & Meeting Minutes
 - 82 ○ January 2026 and 2025 Year End Financial Report
- 83 • Wildlife Farmer of the Year Award Recognition: Riverbend Ranch
- 84 • Public Comment
- 85 • Partner Reports (if present)
 - 86 ○ National Resources Conservation Service
 - 87 ○ Washington State Conservation Commission
 - 88 ○ Washington Association of Conservation Districts

- 89 • Governance, *All*
90 ○ February 25, 2026 Work Session Topic List & Meeting Agenda Development
91 • **Executive Session:** to consider the selection of a site or the acquisition of real
92 estate by lease or purchase when public knowledge regarding such consideration
93 would cause a likelihood of increased price.

94 **Executive Session: To consider the selection of a site or the acquisition of real estate**
95 *RCW 42.30.110 (1)(b) To consider the selection of a site or the acquisition of real estate by*
96 *lease or purchase when public knowledge regarding such consideration would cause the*
97 *likelihood of increased price.*

98 The Executive Session opened at 6:51 p.m. to last no more than 10 minutes and concluded at
99 7:01p.m. In attendance: TCD Board Members, Johnson, Rushton, Tompkins, and Colvin;
100 Executive Director Moorehead; TCD Legal Counsel Ben Cushman.

101 **Executive Session Report Out**

102 No action was taken.

103 **Executive Session: To review the performance of the Executive Director**

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

106 The Executive Session opened at 7:03 pm to last for no more than 15 minutes and concluded at
107 7:18 pm. In attendance: TCD Board members Johnson, Rushton, Tompkins, and Colvin, and
108 Executive Director Moorehead. The Executive Director left the session after 10 minutes and the
109 remaining board members concluded the session.

110 **Executive Session Report Out**

111 No action was taken.

112 ***Supervisor Rushton moved to adjourn the December 17, 2025 TCD Board Meeting. Supervisor***
113 ***Colvin seconded. Motion passed unanimously, (4-0).***

114 **Adjourn 7:18 pm**

Respectfully,

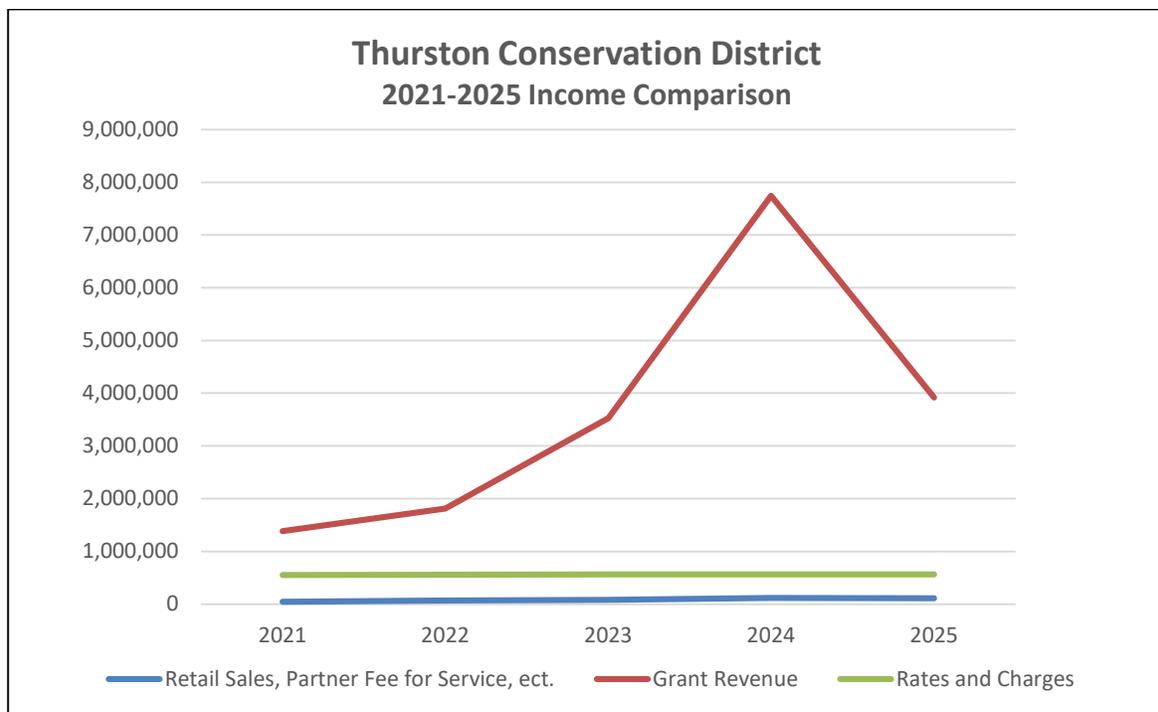
TJ Johnson, TCD Board Chair

Thurston Conservation District January 2026 and 2025 Year-End Financial Notes

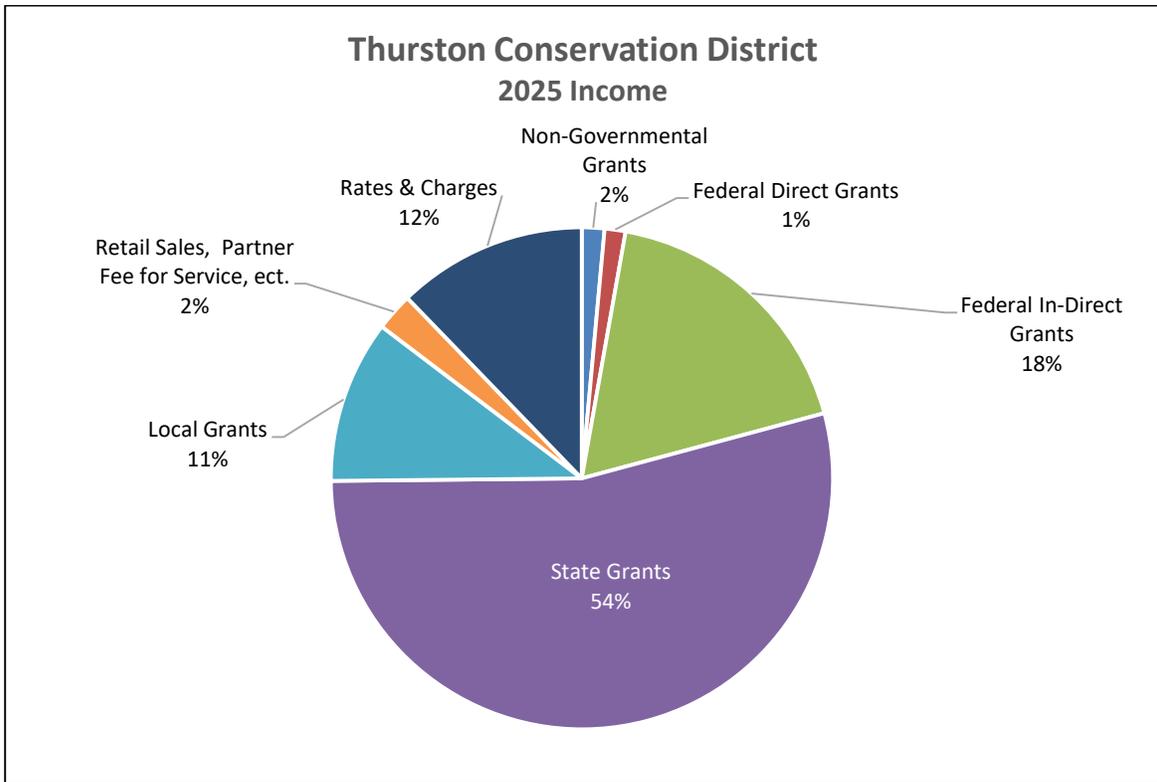


2025 Income

1. The District ended 2025 with a net income of \$127,943.19. TCD's total income decreased in 2025 (\$4,594,796) compared to 2024 (\$8,454,577) by 46%. 2024 was somewhat of an outlier year because in that year the District was reimbursed for the multi-million-dollar Riverbend construction project. Compared to 2023's income (\$4,173,517), TCD's income increased by 9%.
2. The District continues to use its Rates & Charges funding to leverage conservation funding for Thurston County. In 2025, for every dollar of Rates & Charges income, TCD brought into the county more than \$7 of funding from other sources.

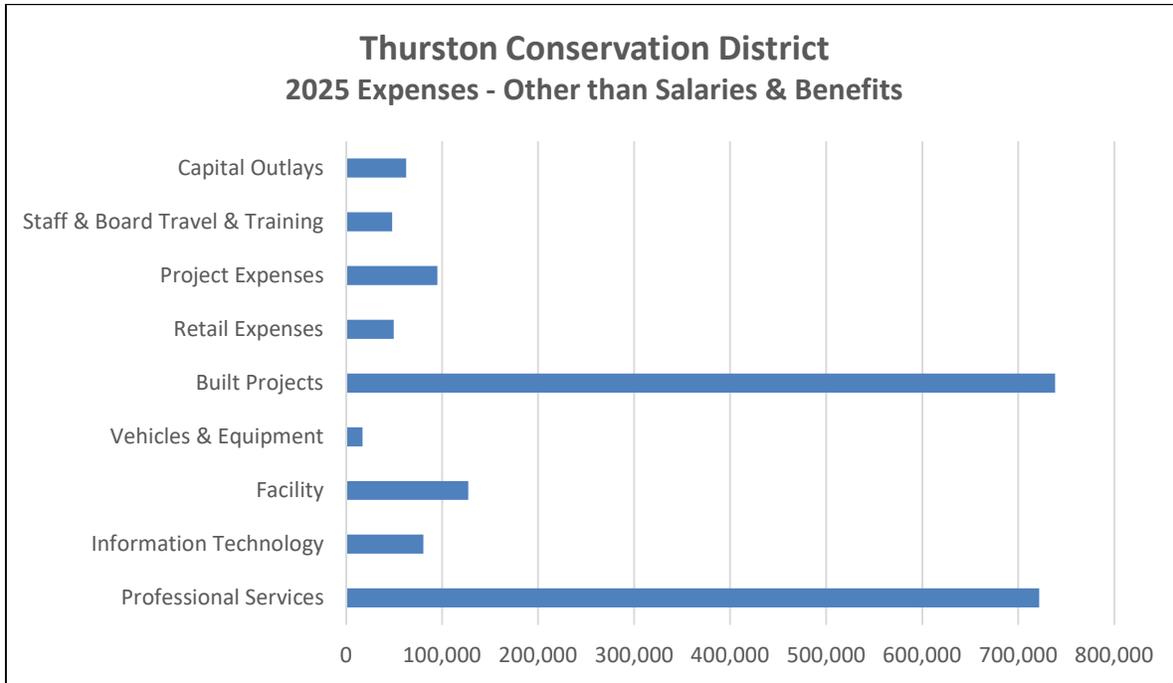


3. TCD increased its reliance on *Federal In-Direct Grants* compared to 2024. The proportion of the District's income from *Federal In-Direct Grants* increased from 4% in 2024 to 18% in 2025. The proportion of income from *State Grants* decreased from 77% in 2024 to 54% in 2025. Still, most (81%) of TCD's income comes from non-federal sources.



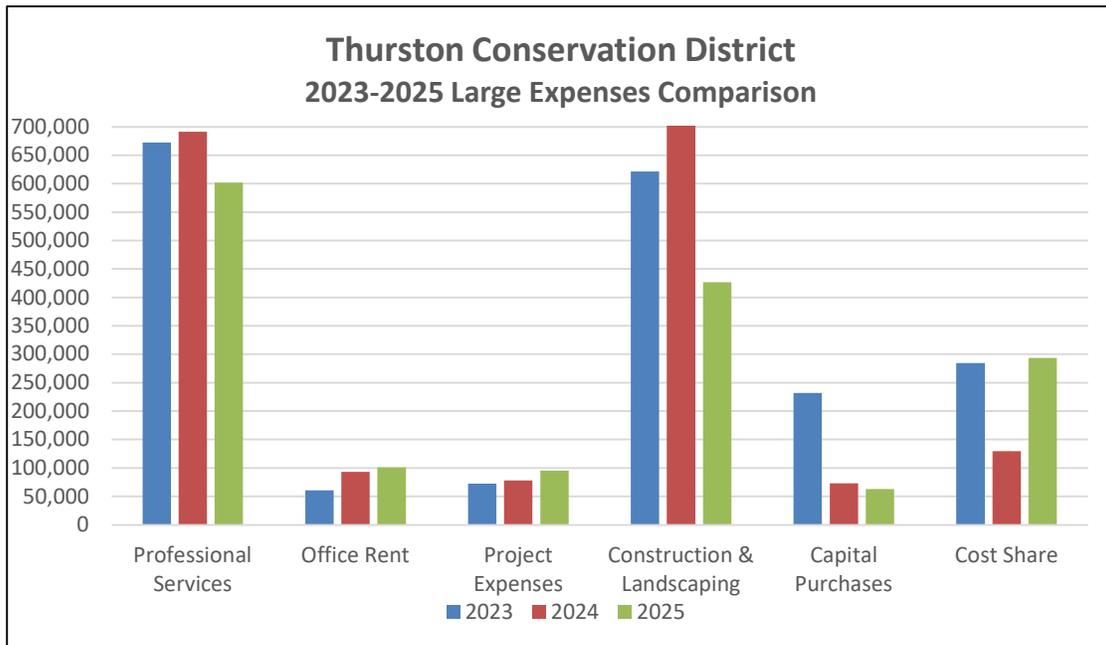
Non-Salary & Benefit Expenses

- 4. In 2025, TCD also saw a reduction in expenses. The District incurred \$4,466,853 in total expenses in 2025 compared to \$8,546,242 in 2024 for a decrease of 48%. It is typical for governmental agencies, whose income is based on expense reimbursement, for the agency's income and expenses to increase/decrease at about the same rate.
- 5. The total expenses include \$2,526,059 for *Salaries and Benefits* and \$1,940,794 for non-Salary & Benefit Expenses.
- 6. Including *Built Projects & Profession Services* expenses, 75% of TCD's non-salary & benefit expenses went into investments for on-the-ground built projects.



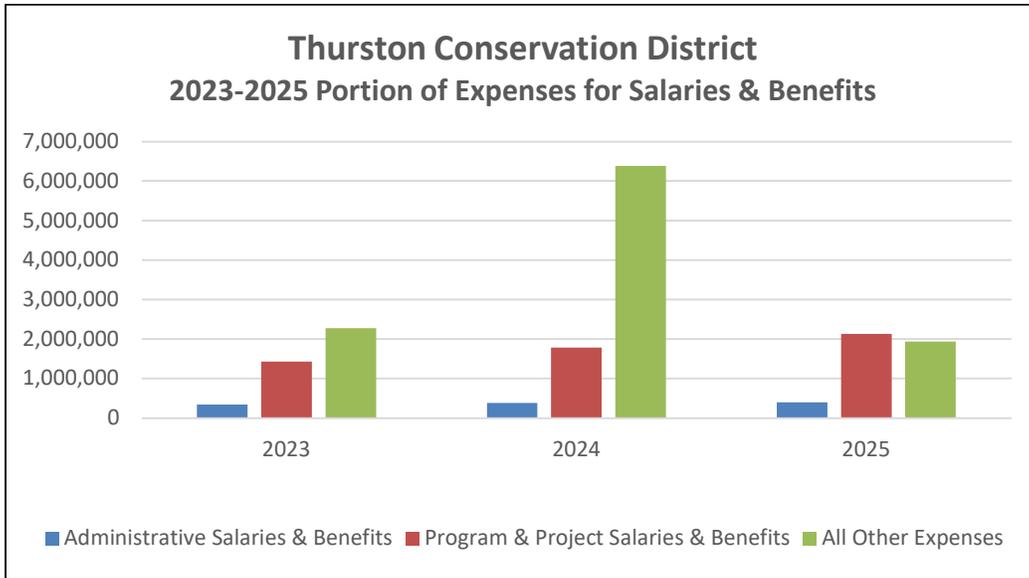
- 7. Of the large expenses in 2025, Professional Services for project design decreased by 13% compared to 2024; Office Rent increased by 8%, Construction & Landscaping decreased by 91.45%; Capital Purchases decreased by 14%; and Cost Share increased by 127%.

Here you can see the 2024 outlier costs for the large Riverbend construction project in the *Professional Design Services* and the *Construction & Landscaping* costs.



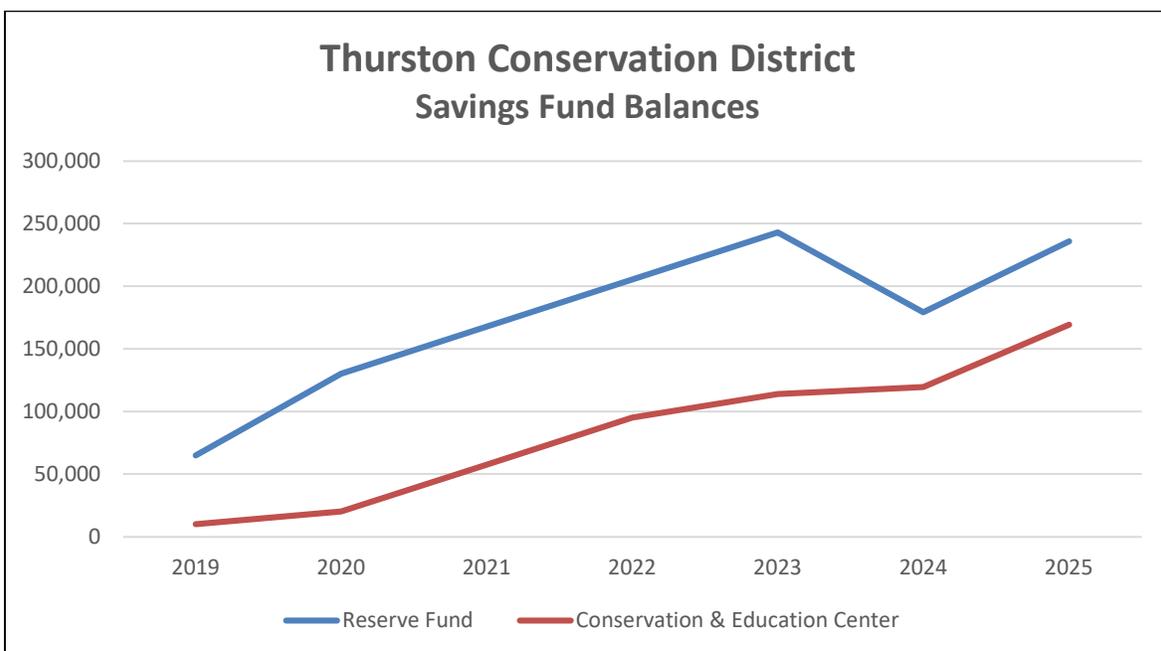
Salary and Benefit Expenses

8. Since 2021, TCD has been investing in growing its staff – from 15 staff members in 2021 to 26 in 2025 (60% increase). TCD added 2 staff members in 2025. In 2025, the District incurred \$4,466,853 in total expenditures. Of that amount, \$2,526,059 (57%) went toward Salaries and Benefits. Of the total Salaries and Benefits expenses, \$397,498 (16%) went to Administrative Salaries and Benefits.



District Savings Funds

9. TCD began setting aside savings in two funds (Reserve Fund and Conservation & Education Center Fund) in 2019. The Reserve Fund balance is currently \$235,833 and the CEC Fund balance is currently \$169,363. Since 2019, the balance of the Reserve Fund has increased by 263% and the CEC Fund has increased by 1,593%. The Reserve Fund took a hit in 2024 when the District was forced to draw from it to pay for tenant improvements for the new office.



Balance Sheet

10. The District ended the year with \$375,849 in its checking accounts and \$118,540.19 in its savings accounts.

Unrestricted Budget vs Actual

11. In 2024, TCD ended the year with a budget surplus of \$42,818 (line 89).

12. The Income actuals came in just over the budgeted amount at 101% (line 1).

13. Program actuals came in under budget at 87% (line 25).

14. The Administrative Expenses budget came in just over budget at \$104% (line 49). This was despite the Administrative Salaries & Benefits actions going over budget by 114% (line 50). This budget was recalibrated in the 2026 Budget.

Thurston Conservation District

Profit & Loss

01/22/26

January through December 2025

Accrual Basis

	Jan - Dec 25
Ordinary Income/Expense	
Income	
3400000 · Charges for Goods and Services	
3451100 · Soil/Water Conservation Service	
3451110 · Soil Testing	6,772.97
3451120 · Nutrient Spreader Rentals	569.71
3451121 · No-Till Drill Rentals	378.86
3451130 · Poultry Equipment & Tool Rentals	2,596.32
3451140 · Plant Sales	65,304.33
3451150 · Partner Fee for Service	35,064.90
Total 3451100 · Soil/Water Conservation Service	110,687.09
3417000 · Sales of Merchandise	
3417010 · TCD Swag Shop	1,207.40
Total 3417000 · Sales of Merchandise	1,207.40
Total 3400000 · Charges for Goods and Services	111,894.49
3300000 · Grant Revenues	3,915,547.83
3600000 · Miscellaneous Revenues	
3699100 · Miscellaneous Other	931.30
3685000 · Special Assessments - Service	561,450.92
3670000 · Nongovernmental Contributions	2,144.40
3610000 · Interest and Other Earnings	2,827.44
Total 3600000 · Miscellaneous Revenues	567,354.06
Total Income	4,594,796.38
Gross Profit	4,594,796.38
Expense	
Equipment Allocation	0.00
Vehicle Allocation	0.00
Overhead Allocation	0.00
5531000 · Salaries & Benefits	2,526,058.96
5314000 · Intern Stipends	20,395.00
5314101 · Legal Fees & Services	24,000.00
5314102 · Audit & Accounting	10,295.91
5314103 · Computer Services	38,053.39
5314100 · Professional Services	384,241.62
5314400 · Advertising	4,392.65
5314203 · Printing Services	10,716.69
5314104 · Janitorial Services	9,150.00
5314501 · Office Rent	101,124.00
5314700 · Utilities	6,326.92
5314503 · Equipment Leases	4,794.52
5314504 · Vehicle Leases	6,526.88
5314200 · Communications	19,014.14
5313102 · Photocopier Usage	592.24
5354800 · Repairs & Maintenance	10,518.72
5314505 · Software Licenses	23,617.79
5313101 · Office Supplies	3,937.70
5313103 · Promotional Items	3,006.88
5314202 · Postage & Shipping	1,392.20
5314902 · Organizational Dues	6,307.37
5314307 · Licenses and Permits	564.95
5314117 · Soil Testing	5,386.53
5313401 · Plants for Resale	44,268.70
Project Expenses	95,072.67

Thurston Conservation District

Profit & Loss

January through December 2025

01/22/26

Accrual Basis

	<u>Jan - Dec 25</u>
5314302 · Staff - Conference & Training	19,064.03
5314306 · Board - Conference & Training	3,484.36
5314300 · Staff - Travel	23,296.33
5314301 · Board Travel	2,158.70
5314119 · Cultural Resources	17,833.05
5314108 · Construction & Restoration Work	426,681.61
5314109 · Cost Share	293,300.23
5314110 · Bank Fees & Interest Charges	629.92
5314600 · Liability Insurance Premiums	40,611.36
560000 · Sub-Awards / Pass-Through	217,348.10
66300 · Sales Tax Adjustments	156.78
66900 · Reconciliation Discrepancies	0.00
5945360 · Capital Outlays	
5945369 · Tenant Improvements	22,250.00
5945367 · Restoration Equipment	27,071.56
5945363 · Equipment & Office Furniture	2,060.05
5945364 · Computer Hardware	11,150.68
Total 5945360 · Capital Outlays	<u>62,532.29</u>
Total Expense	<u>4,466,853.19</u>
Net Ordinary Income	<u>127,943.19</u>
Net Income	<u><u>127,943.19</u></u>

Thurston Conservation District

Profit & Loss

November 2025

01/22/26

Accrual Basis

	<u>Nov 25</u>
Ordinary Income/Expense	
Income	
3400000 · Charges for Goods and Services	
3451100 · Soil/Water Conservation Service	
3451110 · Soil Testing	216.17
3451130 · Poultry Equipment & Tool Rentals	189.03
3451140 · Plant Sales	8,565.42
	<u>8,970.62</u>
Total 3451100 · Soil/Water Conservation Service	8,970.62
Total 3400000 · Charges for Goods and Services	8,970.62
3300000 · Grant Revenues	226,797.10
3600000 · Miscellaneous Revenues	
3699100 · Miscellaneous Other	13.81
3685000 · Special Assessments - Service	23,413.84
3610000 · Interest and Other Earnings	236.77
	<u>23,664.42</u>
Total 3600000 · Miscellaneous Revenues	23,664.42
Total Income	<u>259,432.14</u>
Gross Profit	259,432.14
Expense	
Vehicle Allocation	0.00
Overhead Allocation	0.00
5531000 · Salaries & Benefits	210,316.54
5314101 · Legal Fees & Services	2,000.00
5314102 · Audit & Accounting	477.89
5314103 · Computer Services	6,483.66
5314100 · Professional Services	22,586.96
5314400 · Advertising	831.97
5314203 · Printing Services	142.74
5314501 · Office Rent	8,427.00
5314700 · Utilities	408.32
5314503 · Equipment Leases	1,019.50
5314504 · Vehicle Leases	513.46
5314200 · Communications	1,496.30
5354800 · Repairs & Maintenance	70.21
5314505 · Software Licenses	1,282.85
5313101 · Office Supplies	164.70
5314202 · Postage & Shipping	22.74
5314307 · Licenses and Permits	117.00
5314117 · Soil Testing	959.56
Project Expenses	5,714.09
5314302 · Staff - Conference & Training	0.00
5314306 · Board - Conference & Training	117.51
5314300 · Staff - Travel	1,756.68
5314108 · Construction & Restoration Work	39,188.12
5314110 · Bank Fees & Interest Charges	1.05
5314600 · Liability Insurance Premiums	3,110.42
5600000 · Sub-Awards / Pass-Through	42,470.77

3:25 PM

01/22/26

Accrual Basis

Thurston Conservation District
Profit & Loss
November 2025

	<u>Nov 25</u>
5945360 · Capital Outlays	
5945363 · Equipment & Office Furniture	312.18
Total 5945360 · Capital Outlays	<u>312.18</u>
Total Expense	<u>349,992.22</u>
Net Ordinary Income	<u>-90,560.08</u>
Net Income	<u><u>-90,560.08</u></u>

Thurston Conservation District

Profit & Loss

December 2025

01/22/26

Accrual Basis

	Dec 25
Ordinary Income/Expense	
Income	
3400000 · Charges for Goods and Services	
3451100 · Soil/Water Conservation Service	
3451110 · Soil Testing	622.42
3451130 · Poultry Equipment & Tool Rentals	-68.37
3451140 · Plant Sales	9,223.91
3451150 · Partner Fee for Service	-113.27
Total 3451100 · Soil/Water Conservation Service	9,664.69
Total 3400000 · Charges for Goods and Services	9,664.69
3300000 · Grant Revenues	329,916.61
3600000 · Miscellaneous Revenues	
3685000 · Special Assessments - Service	3,205.36
3610000 · Interest and Other Earnings	216.60
Total 3600000 · Miscellaneous Revenues	3,421.96
Total Income	343,003.26
Gross Profit	343,003.26
Expense	
Vehicle Allocation	0.00
Overhead Allocation	0.00
5531000 · Salaries & Benefits	202,297.65
5314000 · Intern Stipends	600.00
5314101 · Legal Fees & Services	2,000.00
5314102 · Audit & Accounting	1,055.34
5314103 · Computer Services	3,465.60
5314100 · Professional Services	14,665.33
5314400 · Advertising	57.62
5314104 · Janitorial Services	1,575.00
5314501 · Office Rent	8,427.00
5314700 · Utilities	774.73
5314503 · Equipment Leases	206.86
5314504 · Vehicle Leases	424.00
5314200 · Communications	1,694.86
5354800 · Repairs & Maintenance	523.01
5314505 · Software Licenses	1,973.57
5313101 · Office Supplies	189.55
5314202 · Postage & Shipping	43.06
5314902 · Organizational Dues	152.48
5314307 · Licenses and Permits	25.00
5314117 · Soil Testing	439.12
Project Expenses	8,669.11
5314302 · Staff - Conference & Training	1,234.67
5314306 · Board - Conference & Training	2,223.12
5314300 · Staff - Travel	1,620.24
5314301 · Board Travel	1,526.68
5314108 · Construction & Restoration Work	81,201.44
5314600 · Liability Insurance Premiums	3,110.42
560000 · Sub-Awards / Pass-Through	10,395.44
66300 · Sales Tax Adjustments	137.19

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Accrual Basis

Thurston Conservation District
Profit & Loss
December 2025

	<u>Dec 25</u>
5945360 · Capital Outlays	
5945369 · Tenant Improvements	22,250.00
5945367 · Restoration Equipment	2,285.80
5945364 · Computer Hardware	1,516.20
	<hr/>
Total 5945360 · Capital Outlays	26,052.00
	<hr/>
Total Expense	376,760.09
	<hr/>
Net Ordinary Income	-33,756.83
	<hr/>
Net Income	<u><u>-33,756.83</u></u>

Thurston Conservation District
Profit & Loss Prev Year Comparison
January through December 2025

	Jan - Dec 25	Jan - Dec 24	\$ Change	% Change
Ordinary Income/Expense				
Income				
3400000 · Charges for Goods and Services				
3451100 · Soil/Water Conservation Service				
3451110 · Soil Testing	6,772.97	7,617.14	-844.17	-11.1%
3451120 · Nutrient Spreader Rentals	569.71	945.21	-375.50	-39.7%
3451121 · No-Till Drill Rentals	378.86	464.41	-85.55	-18.4%
3451130 · Poultry Equipment & Tool Rentals	2,596.32	2,373.10	223.22	9.4%
3451140 · Plant Sales	65,304.33	54,918.35	10,385.98	18.9%
3451150 · Partner Fee for Service	35,064.90	55,090.09	-20,025.19	-36.4%
Total 3451100 · Soil/Water Conservation Service	110,687.09	121,408.30	-10,721.21	-8.8%
3417000 · Sales of Merchandise				
3417010 · TCD Swag Shop	1,207.40	113.46	1,093.94	964.2%
3417020 · Event Ticket Income	0.00	8,187.21	-8,187.21	-100.0%
Total 3417000 · Sales of Merchandise	1,207.40	8,300.67	-7,093.27	-85.5%
Total 3400000 · Charges for Goods and Services	111,894.49	129,708.97	-17,814.48	-13.7%
3300000 · Grant Revenues	3,915,547.83	7,745,026.11	-3,829,478.28	-49.4%
3600000 · Miscellaneous Revenues				
3691000 · Sale of Surplus	0.00	492.00	-492.00	-100.0%
3699100 · Miscellaneous Other	931.30	1,954.49	-1,023.19	-52.4%
3685000 · Special Assessments - Service	561,450.92	564,597.91	-3,146.99	-0.6%
3670000 · Nongovernmental Contributions	2,144.40	10,706.16	-8,561.76	-80.0%
3610000 · Interest and Other Earnings	2,827.44	2,091.45	735.99	35.2%
3620000 · Rents and Leases	0.00	0.00	0.00	0.0%
Total 3600000 · Miscellaneous Revenues	567,354.06	579,842.01	-12,487.95	-2.2%
Total Income	4,594,796.38	8,454,577.09	-3,859,780.71	-45.7%
Gross Profit	4,594,796.38	8,454,577.09	-3,859,780.71	-45.7%
Expense				
Equipment Allocation	0.00	3,773.00	-3,773.00	-100.0%
Vehicle Allocation	0.00	0.00	0.00	0.0%
Overhead Allocation	0.00	0.00	0.00	0.0%
5531000 · Salaries & Benefits	2,526,058.96	2,165,266.70	360,792.26	16.7%
5314000 · Intern Stipends	20,395.00	12,300.00	8,095.00	65.8%
5314101 · Legal Fees & Services	24,000.00	31,416.26	-7,416.26	-23.6%
5314102 · Audit & Accounting	10,295.91	16,170.50	-5,874.59	-36.3%
5314103 · Computer Services	38,053.39	36,171.12	1,882.27	5.2%
5314100 · Professional Services	384,241.62	691,401.68	-307,160.06	-44.4%
5314400 · Advertising	4,392.65	9,085.44	-4,692.79	-51.7%
5314203 · Printing Services	10,716.69	4,704.91	6,011.78	127.8%
5314104 · Janitorial Services	9,150.00	8,465.00	685.00	8.1%
5314501 · Office Rent	101,124.00	93,217.00	7,907.00	8.5%
5314700 · Utilities	6,326.92	5,902.54	424.38	7.2%
5314503 · Equipment Leases	4,794.52	5,544.01	-749.49	-13.5%
5314504 · Vehicle Leases	6,526.88	6,543.09	-16.21	-0.3%
5314200 · Communications	19,014.14	15,492.48	3,521.66	22.7%
5313102 · Photocopier Usage	592.24	930.81	-338.57	-36.4%
5354800 · Repairs & Maintenance	10,518.72	8,769.46	1,749.26	20.0%
5314505 · Software Licenses	23,617.79	26,307.23	-2,689.44	-10.2%
5313101 · Office Supplies	3,937.70	4,942.80	-1,005.10	-20.3%
5313103 · Promotional Items	3,006.88	104.00	2,902.88	2,791.2%
5314202 · Postage & Shipping	1,392.20	1,794.20	-402.00	-22.4%
5314902 · Organizational Dues	6,307.37	5,966.51	340.86	5.7%
5314307 · Licenses and Permits	564.95	5,139.92	-4,574.97	-89.0%
5314117 · Soil Testing	5,386.53	5,364.02	22.51	0.4%
5313401 · Plants for Resale	44,268.70	30,631.61	13,637.09	44.5%
Project Expenses	95,072.67	77,724.97	17,347.70	22.3%
5314302 · Staff - Conference & Training	19,064.03	15,290.29	3,773.74	24.7%
5314306 · Board - Conference & Training	3,484.36	3,840.33	-355.97	-9.3%
5314300 · Staff - Travel	23,296.33	20,473.96	2,822.37	13.8%

Thurston Conservation District
Profit & Loss Prev Year Comparison
January through December 2025

	Jan - Dec 25	Jan - Dec 24	\$ Change	% Change
5314301 · Board Travel	2,158.70	3,044.98	-886.28	-29.1%
5314119 · Cultural Resources	17,833.05	0.00	17,833.05	100.0%
5314108 · Construction & Restoration Work	426,681.61	4,990,828.65	-4,564,147.04	-91.5%
5314109 · Cost Share	293,300.23	129,354.64	163,945.59	126.7%
5314110 · Bank Fees & Interest Charges	629.92	165.25	464.67	281.2%
5314600 · Liability Insurance Premiums	40,611.36	35,955.32	4,656.04	13.0%
5314111 · Late Fees & Penalties	0.00	718.42	-718.42	-100.0%
5600000 · Sub-Awards / Pass-Through	217,348.10	0.00	217,348.10	100.0%
66300 · Sales Tax Adjustments	184.82	685.56	-500.74	-73.0%
66900 · Reconciliation Discrepancies	0.00	0.00	0.00	0.0%
5945360 · Capital Outlays				
5945369 · Tenant Improvements	22,250.00	18,970.61	3,279.39	17.3%
5945368 · Rental Equipment	0.00	14,934.99	-14,934.99	-100.0%
5945367 · Restoration Equipment	27,071.56	4,649.82	22,421.74	482.2%
5945363 · Equipment & Office Furniture	2,060.05	20,794.48	-18,734.43	-90.1%
5945364 · Computer Hardware	11,150.68	7,907.19	3,243.49	41.0%
5945366 · Vehicle Purchases	0.00	5,497.80	-5,497.80	-100.0%
Total 5945360 · Capital Outlays	62,532.29	72,754.89	-10,222.60	-14.1%
Total Expense	4,466,881.23	8,546,241.55	-4,079,360.32	-47.7%
Net Ordinary Income	127,915.15	-91,664.46	219,579.61	239.6%
Net Income	127,915.15	-91,664.46	219,579.61	239.6%

Thurston Conservation District Profit & Loss Prev Year Comparison

Accrual Basis

December 2025

	Dec 25	Dec 24	\$ Change	%Change
Ordinary Income/Expense				
Income				
3400000 · Charges for Goods and Services				
3451100 · Soil/Water Conservation Service				
3451110 · Soil Testing	622.42	687.17	-64.75	-9.4%
3451120 · Nutrient Spreader Rentals	0.00	79.14	-79.14	-100.0%
3451130 · Poultry Equipment & Tool Rentals	-68.37	50.38	-118.75	-235.7%
3451140 · Plant Sales	9,223.91	6,246.75	2,977.16	47.7%
3451150 · Partner Fee for Service	-113.27	0.00	-113.27	-100.0%
Total 3451100 · Soil/Water Conservation Service	9,664.69	7,063.44	2,601.25	36.8%
Total 3400000 · Charges for Goods and Services	9,664.69	7,063.44	2,601.25	36.8%
3300000 · Grant Revenues	329,916.61	573,390.27	-243,473.66	-42.5%
3600000 · Miscellaneous Revenues				
3685000 · Special Assessments - Service	3,205.36	2,939.39	265.97	9.1%
3670000 · Nongovernmental Contributions	0.00	10,000.00	-10,000.00	-100.0%
3610000 · Interest and Other Earnings	216.60	196.15	20.45	10.4%
Total 3600000 · Miscellaneous Revenues	3,421.96	13,135.54	-9,713.58	-74.0%
Total Income	343,003.26	593,589.25	-250,585.99	-42.2%
Gross Profit	343,003.26	593,589.25	-250,585.99	-42.2%
Expense				
Vehicle Allocation	0.00	0.00	0.00	0.0%
Overhead Allocation	0.00	0.00	0.00	0.0%
5531000 · Salaries & Benefits	202,297.65	174,357.00	27,940.65	16.0%
5314000 · Intern Stipends	600.00	0.00	600.00	100.0%
5314101 · Legal Fees & Services	2,000.00	2,000.00	0.00	0.0%
5314102 · Audit & Accounting	1,055.34	439.92	615.42	139.9%
5314103 · Computer Services	3,465.60	1,508.75	1,956.85	129.7%
5314100 · Professional Services	14,665.33	70,353.35	-55,688.02	-79.2%
5314400 · Advertising	57.62	110.00	-52.38	-47.6%
5314104 · Janitorial Services	1,575.00	700.00	875.00	125.0%
5314501 · Office Rent	8,427.00	8,427.00	0.00	0.0%
5314700 · Utilities	774.73	360.37	414.36	115.0%
5314503 · Equipment Leases	206.86	458.17	-251.31	-54.9%
5314504 · Vehicle Leases	424.00	621.40	-197.40	-31.8%
5314200 · Communications	1,694.86	1,313.92	380.94	29.0%
5354800 · Repairs & Maintenance	523.01	491.81	31.20	6.3%
5314505 · Software Licenses	1,973.57	1,707.54	266.03	15.6%
5313101 · Office Supplies	189.55	46.05	143.50	311.6%
5314202 · Postage & Shipping	43.06	30.80	12.26	39.8%
5314902 · Organizational Dues	152.48	927.62	-775.14	-83.6%
5314307 · Licenses and Permits	25.00	0.00	25.00	100.0%
5314117 · Soil Testing	439.12	313.42	125.70	40.1%
5313401 · Plants for Resale	0.00	1,417.28	-1,417.28	-100.0%
Project Expenses	8,669.11	18,929.44	-10,260.33	-54.2%
5314302 · Staff - Conference & Training	1,234.67	1,140.00	94.67	8.3%
5314306 · Board - Conference & Training	2,223.12	120.62	2,102.50	1,743.1%
5314300 · Staff - Travel	1,620.24	2,059.86	-439.62	-21.3%
5314301 · Board Travel	1,526.68	1,936.89	-410.21	-21.2%
5314108 · Construction & Restoration Work	81,201.44	243,701.66	-162,500.22	-66.7%
5314110 · Bank Fees & Interest Charges	0.00	-775.56	775.56	100.0%
5314600 · Liability Insurance Premiums	3,110.42	3,496.58	-386.16	-11.0%
5314111 · Late Fees & Penalties	0.00	655.42	-655.42	-100.0%
5600000 · Sub-Awards / Pass-Through	10,395.44	0.00	10,395.44	100.0%
66300 · Sales Tax Adjustments	137.19	0.00	137.19	100.0%
5945360 · Capital Outlays				
5945369 · Tenant Improvements	22,250.00	0.00	22,250.00	100.0%
5945367 · Restoration Equipment	2,285.80	0.00	2,285.80	100.0%
5945363 · Equipment & Office Furniture	0.00	1,313.02	-1,313.02	-100.0%
5945364 · Computer Hardware	1,516.20	148.21	1,367.99	923.0%
Total 5945360 · Capital Outlays	26,052.00	1,461.23	24,590.77	1,682.9%
Total Expense	376,760.09	538,310.54	-161,550.45	-30.0%
Net Ordinary Income	-33,756.83	55,278.71	-89,035.54	-161.1%
Net Income	-33,756.83	55,278.71	-89,035.54	-161.1%

Thurston Conservation District

Balance Sheet

As of December 31, 2025

01/22/26

Accrual Basis

	<u>Dec 31, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
3088010 · Checking-103 Beneficial	221,120.72
3081001 · Checking-7444 Timberland	3,032.13
3088020 · Savings Accounts	
3088021 · Saving-116 Beneficial Reserve	4,186.59
3088022 · Saving-129 Beneficial CEC	169,412.30
Total 3088020 · Savings Accounts	<u>173,598.89</u>
3088030 · Counter Cash	133.38
3088040 · PayPal Account	3,159.79
Total Checking/Savings	<u>401,044.91</u>
Accounts Receivable	628,676.26
Other Current Assets	
3090500 Prepaid Accounts	
3090509 · Other Prepaid Expenses	1,341.38
3090501 · Prepaid Insurance	25,261.32
3090507 · Security Deposit - Tilley Court	8,427.00
Total 3090500 Prepaid Accounts	<u>35,029.70</u>
3091000 · 309.10.00 Inventory Asset	2,666.56
3092000 · 309.20.00 Cash on Hand	17,145.38
Total Other Current Assets	<u>54,841.64</u>
Total Current Assets	1,084,562.81
Fixed Assets	66,750.00
TOTAL ASSETS	<u><u>1,151,312.81</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	27,808.36
Credit Cards	21,873.67
Other Current Liabilities	207,025.96
Total Current Liabilities	<u>256,707.99</u>
Total Liabilities	256,707.99
Equity	
3200000 Opening Bal Equity	287,545.21
3201000 Retained Earnings	479,116.42
Net Income	127,943.19
Total Equity	<u>894,604.82</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,151,312.81</u></u>

2025 Unrestricted Budget vs Actual



December 100.00%

Account Name	2025 Mid-Year Revised Budget	2025 Actual	\$ Over Budget	% of Budget
1 <input type="checkbox"/> Income	1,176,239	1,191,090	14,851	101.26%
2 <input type="checkbox"/> Retail Sales	68,621	79,586	10,965	115.98%
3 <input type="checkbox"/> Food Production and Consumption	2,300	2,596	296	112.88%
4 Poultry Equipment & Tool Rentals	2,300	2,596	296	112.88%
5 <input type="checkbox"/> Soil Conservation and Health	9,920	7,722	-2,198	77.84%
6 Soil Testing	8,600	6,773	-1,827	78.76%
7 Nutrient Spreader Rentals	820	570	-250	69.48%
8 No-Till Drill Rentals	500	379	-121	75.77%
9 <input type="checkbox"/> Community Outreach and Education	54,307	66,512	12,205	122.47%
10 Plant Sales	53,000	65,304	12,304	123.22%
11 TCD Swag Shop - T095	1,307	1,207	-100	92.38%
12 <input type="checkbox"/> Water Quality & Quantity and Protection & Restoration of Ecosystems	0	0	0	N/A
13 Partner Fee for Service - Restoration Crew	0	0	0	N/A
14 <input type="checkbox"/> Other Income	2,094	2,756	662	131.62%
15 Contributions Private	1	1	0	136.00%
16 Interest Income	2,000	2,648	648	132.42%
17 Miscellaneous Income	92	106	14	115.54%
18 <input type="checkbox"/> Grant Revenue	126,713	126,713	0	100.00%
20 Rates and Charges	564,110	561,451	-2,659	99.53%
21 <input type="checkbox"/> Overhead	416,795	423,341	6,546	101.57%
22 Overhead Allocation	394,795	401,747	6,952	101.76%
23 Vehicle Allocation	22,000	21,594	-406	98.16%
24 2024 Carry Overs	50,000	50,000	0	100.00%
25 <input type="checkbox"/> Program Allocation	432,114	377,593	-54,521	87.38%
26 <input type="checkbox"/> Local Food Production and Consumption	20,000	18,631	-1,369	93.16%
27 Poultry Equipment Rentals	20,000	18,631	-1,369	93.16%
28 <input type="checkbox"/> Producer Support & Preservation and Expansion of Working Lands	1,000	1,222	222	122.15%
29 Working Lands Preservation Initiative	1,000	1,222	222	122.15%
30 <input type="checkbox"/> Water Quality & Quantity and Protection & Restoration of Ecosystems	44,157	38,502	-5,655	87.19%
31 Restoration Crew & Equipment (T050)	0	0	0	N/A
32 Conservation TA 1	44,157	38,502	-5,655	87.19%
33 <input type="checkbox"/> Soil Conservation and Health	37,000	31,217	-5,783	84.37%
34 Soil Health Testing	26,600	22,630	-3,970	85.07%
35 Nutrient Spreader Rentals	5,400	3,902	-1,498	72.26%
36 No-Till Drill Rentals	5,000	4,685	-315	93.70%
37 <input type="checkbox"/> Community Outreach and Engagement	190,875	179,304	-11,571	93.94%
38 Conservation & Education Center	60,000	30,474	-29,526	50.79%
39 District Communications	61,875	60,932	-943	98.48%
40 Plant Sale	54,000	71,461	17,461	132.33%
41 Elections	15,000	16,438	1,438	109.58%
42 <input type="checkbox"/> Adult and Youth Conservation Education	47,870	47,870	0	100.00%

	Account Name	2025 Mid-Year Revised Budget	2025 Actual	\$ Over Budget	% of Budget
43	South Sound Green	41,670	41,670	0	100.00%
44	Teens in Thurston Volunteer Program	2,200	2,200	0	100.00%
45	Envirothon	4,000	4,000	0	100.00%
46	<input type="checkbox"/> Climate Change Adaptation & Mitigation and Other Strategic Plan Priorities	91,213	60,847	-30,366	66.71%
47	Conservation TA 2	44,157	38,502	-5,655	87.19%
48	Investing in Future Conservation	47,056	22,344	-24,712	47.48%
49	<input type="checkbox"/> Administrative Expenses - A010	687,467	714,022	26,555	103.86%
50	Administrative Salaries & Benefits	348,160	397,498	49,338	114.17%
51	36-Hour Leave Accrual Adjustmnet	8,050	8,050	0	100.00%
52	<input type="checkbox"/> Professional Services	74,084	75,089	1,005	101.36%
53	Legal Services	24,000	24,000	0	100.00%
54	Audit & Accounting	9,940	10,296	356	103.58%
55	Computer Services	35,744	38,053	2,309	106.46%
56	Professional Services	4,400	2,740	-1,660	62.27%
57	<input type="checkbox"/> Facility, Vehicles and Maintenance	166,993	159,242	-7,751	95.36%
58	Janitorial Services	9,100	9,150	50	100.55%
59	Office Rent	101,124	101,124	0	100.00%
60	Utilities	5,785	6,189	404	106.98%
61	Equipment Leases	3,920	3,728	-192	95.11%
62	Vehicle Leases	7,000	6,202	-798	88.60%
63	Communications	16,152	16,312	160	100.99%
64	Photocopier Usage	1,000	592	-408	59.22%
65	Vehicle Repairs & Maintenance	5,500	6,492	992	118.04%
66	Computer Hardware Purchases	3,000	2,570	-430	85.67%
67	Computer Software	12,312	5,469	-6,843	44.42%
68	Equipment & Office Furniture	2,100	1,413	-687	67.28%
69	<input type="checkbox"/> Supplies	11,680	9,927	-1,753	84.99%
70	<input type="checkbox"/> Office Supplies	5,000	2,770	-2,230	55.39%
71	Staff Swag	582	582	0	100.06%
72	Postage & Shipping	300	218	-82	72.63%
73	Organizational Dues	6,280	6,307	27	100.44%
74	Licenses & Permits	100	50	-50	50.00%
75	<input type="checkbox"/> Conferences, Training and Travel	32,850	22,975	-9,875	69.94%
76	Staff Conference & Training (A037)	16,100	6,910	-9,190	42.92%
77	<input type="checkbox"/> Board Conference and Training Fees	3,250	2,544	-706	78.28%
78	Board Swag	150	150	0	100.00%
79	Board Meeting Snacks	1,000	940	-60	94.04%
80	Staff Travel	10,000	10,422	422	104.22%
81	Board Travel	2,500	2,159	-341	86.35%
82	<input type="checkbox"/> Insurance and Banking	45,650	41,240	-4,410	90.34%
83	Bank Fees & Interest Charges	650	629	-21	96.78%
84	Liability Insurance Premiums	45,000	40,611	-4,389	90.25%
85	Late Fees & Penalties	0	0	0	N/A
86	<input type="checkbox"/> Savings	106,658	106,658	0	100.00%
87	Reserve Fund	56,658	56,658	0	100.00%
88	Conservation Education Center Savings Plan	50,000	50,000	0	100.00%
89	Net Income (Surplus or Deficit)	0	42,818	42,818	N/A

2025 Restricted Budgets vs Actuals



As of December 31, 2025

Grant Name	Account Number	Grant Number	Grant Start Date	Grant End Date	Total Grant Amount	Official Remaining	2025 Budget	2025 Actual	2025 Remaining Budget	% of Total Time	% of Total Budget Spent
Federal											
Frogs on Farm	US80	F20AC11306-00	08/15/20	12/15/25	93,135	22,925	61,567	38,643	22,925	100.82%	75.39%
USFWS Restoring South Sound Prairies	US90	F22AC01820-00	07/01/22	07/01/27	190,000	88,559	1,000	111	889	70.06%	53.39%
Sentinel Landscape Program (SLP)											
NACD SLP	SLP075	NA	10/01/21	06/30/28	1,353,000	165,499	282,353	281,634	718	63.00%	87.77%
Ecostudies REPI	SLP076	SA-2025-01	08/01/25	12/31/28	188,543	181,413	TBD	7,130	N/A	12.25%	3.78%
WDFW Landowner Support and Due Diligence (AERI)	SLP077	25-27659	06/01/25	11/30/28	385,000	380,635	TBD	4,365	N/A	16.73%	1.13%
RCO											
FY25-29 Shore Friendly Administration	R035	24-1207	07/01/25	06/30/29	2,051,187	1,935,026	484,563	116,161	368,402	12.59%	5.66%
FY22-27 ASRP Riverbend	R050	22-1548C	03/28/22	06/30/27	7,673,670	1,346,602	321,328	227,941	93,387	71.58%	82.45%
SRFB Cozy Valley	R060	21-1089C	09/23/21	06/01/25	132,778	43	12,761	12,723	39	Closed	99.97%
ESRP Zangle Cove	R070	20-1517R	07/01/21	04/30/26	110,072	6,733	22,654	15,942	6,712	93.20%	93.88%
FY23-25 ESRP Lower Eld Bulkhead Removal	R090	22-1201R	07/01/23	07/01/26	125,200	4,954	7,251	2,297	4,954	83.41%	96.04%
South Sound Outreach (HSIL)	R100	23-1853O	05/07/24	04/30/27	109,846	91,920	37,877	15,969	21,908	55.46%	16.32%
South Sound Riparian Analysis and Implementation	R110	24-1212R	09/25/24	09/25/28	132,614	113,214	19,400	19,400	0	31.67%	14.63%
DOE											
Ecology Elwanger	E165	WQC-2025-ThurCD-00165	11/01/24	10/31/27	500,000	434,168	276,515	65,832	210,683	38.90%	13.17%
Black River Frog	E023	OCBASRP-2325-ThurCD-00023	07/01/25	06/30/29	239,036	232,717	45,160	6,319	38,841	12.59%	2.64%
Goebel Road River Restoration	E053	OCBASRP-2327-ThurCD-00053	10/01/25	09/30/27	268,497	268,497	TBD	0	N/A	12.60%	0.00%
Chehalis Tributary Data Collection	E042	OCBASRP-2325-ThurCD-00042	08/01/25	07/31/27	150,000	144,054	TBD	5,946	N/A	20.96%	3.96%
WSCC											
FY25-27 Chehalis	W050	26-13-CH	07/01/25	06/30/27	206,300	144,932	61,368	61,368	0	25.21%	29.75%
FY25-27 Shellfish Cost Share	W060	26-13-SH	07/25/25	06/30/27	205,000	198,317	12,266	6,683	5,583	22.66%	3.26%
FY25-26 CREP	W070	26-13-CE	07/01/25	06/30/26	25,000	21,276	13,200	3,724	9,476	50.41%	14.90%
FY25-26 Sustainable Farms and Fields	W120	26-13-SFF	07/09/25	06/30/27	40,000	27,753	20,147	12,247	7,900	24.38%	30.62%
FY25-27 Forest Health & Community Wildfire Resiliency	W130	26-13-FH	07/09/25	06/30/27	68,175	56,052	11,777	12,123	-346	24.38%	17.78%
FY25-27 Irrigation Efficiencies	W140	26-13-IE	07/17/25	06/30/27	50,000	45,951	12,500	4,049	8,451	23.53%	8.10%
FY25-27 Riparian Grant Program (RGP)	W170	26-13-RGP	07/17/25	06/30/27	3,240,935	2,877,461	745,267	363,474	381,793	23.53%	11.22%
FY23-25 Livestock	W025	24-13-LT	07/01/25	06/30/26	20,000	31	6,622	6,591	31	Closed	99.84%
Early Action Reaches (EAR) Skookumchuck Project	W030	20-13-ER	04/01/20	06/30/25	744,780	121,910	141,513	29,290	112,223	Closed	83.63%
FY21-25 Flood (FL) Chehalis Project	W050	22-13-FL	09/01/21	06/30/25	261,333	2,366	37,159	34,793	2,366	Closed	99.09%
FY23-25 Shellfish Cost Share	W060	24-13-SH	11/27/23	06/30/25	125,000	39,444	105,550	66,106	39,444	Closed	68.44%
FY23-25 CREP	W070	24-13-CE	07/01/23	06/30/25	118,502	31,752	58,838	27,087	31,752	Closed	73.21%
FY23-25 NRI Cost Share	W080	24-13-NR	08/21/23	06/30/25	100,722	15,895	42,698	26,803	15,895	Closed	84.22%
FY24-25 Engineering	W100	25-13-PE	09/11/24	06/30/25	34,800	2	23,603	23,601	2	Closed	99.99%
FY24-25 Salmon Riparian Funding	W110	24-13-SRF	02/27/24	06/30/25	207,514	16,491	156,345	139,854	16,491	Closed	92.05%
FY24-25 Sustainable Farms and Fields	W120	25-13-SFF	08/29/24	06/30/25	72,730	3,605	56,990	53,385	3,605	Closed	95.04%

Grant Name	Account Number	Grant Number	Grant Start Date	Grant End Date	Total Grant Amount	Official Remaining	2025 Budget	2025 Actual	2025 Remaining Budget	% of Total Time	% of Total Budget Spent
FY23-25 Forest Health and Community Wildfire Resiliency	W130	24-13-FH	09/22/23	06/30/25	471,000	9,458	221,030	211,572	9,458	Closed	97.99%
FY24-25 Irrigation Efficiencies	W140	24-13-IE	04/03/24	06/30/25	45,778	5,473	24,450	18,977	5,473	Closed	88.04%
FY21-25 Regional Implementation Team (RIT)	W150	22-13-RIT	10/01/21	06/30/25	102,000	33	14,650	14,617	33	Closed	99.97%
FY24-25 Community Engagement Plan (CEP)	W160	24-13-CEP	02/20/24	06/30/25	17,500	1,588	10,651	9,062	1,588	Closed	90.92%
FY24-25 Riparian Grant Program (RGP)	W170	24-13-RGP	04/15/24	06/30/25	931,159	219,431	727,010	507,579	219,431	Closed	76.43%
FY24-25 Sustainable Farms and Fields CCA	W180	24-13-SF1	05/16/24	06/30/25	59,531	0	40,216	40,216	0	Closed	100.00%
Other State Grants											
WDFW Building Conservation Capacity	S100	24-25744	03/17/25	06/30/27	500,000	388,491	180,563	111,509	69,054	34.69%	22.30%
DOH Eld Inlet Manure Management	S500	GVL29108-0	05/13/24	07/31/27	776,247	620,399	169,103	120,091	49,012	50.89%	20.08%
Farm Plan Catalog	S800	G-8233	06/07/24	05/31/25	10,553	0	7,210	7,210	0	Closed	100.00%
Thurston County											
FY25-27 VSP	TC400		07/01/25	06/30/27	170,000	103,494	170,000	66,506	103,494	25.21%	39.12%
FY23-25 VSP	TC400	08-23	07/01/23	06/30/25	227,500	4,283	60,053	55,770	4,283	Closed	98.12%
FY23-25 VSP Cost Share	TC450		08/08/23	06/30/25	485,649	8,651	200,024	191,589	8,435	Closed	98.22%
FY25-27 VSP Cost Share	TC450		08/15/25	06/30/27	223,875	223,166	709	709	0	20.29%	0.32%
FY24-26 Thurston County Working Lands Outreach	TC500		08/13/24	06/30/26	5,500	4,736	5,408	672	4,736	73.65%	13.89%
Miscellaneous											
FY23-25 ESRP Shore Friendly Phase 3	M035	19-1703C	07/01/23	06/30/25	388,883	41,903	213,950	172,047	41,903	Closed	89.22%
FY25-29 Olympia Urban Farmland	M065	NA	01/01/25	12/31/29	259,000	208,418	51,800	50,582	1,218	19.99%	19.53%
GRuB Beginning Farmer Development	M066	NA	01/01/24	09/14/26	10,259	5,480	3,129	3,129	0	73.99%	46.58%
FY24-25 NACD Bucoda Community Farm	M077	NA	09/24/24	11/15/25	60,000	2,105	56,791	54,686	2,105	111.00%	96.49%
FY25-27 OlyEco NFWF Habitat Resilience	M078	NA	03/01/24	02/28/27	30,000	20,706	9,294	9,294	0	61.28%	30.98%
Puget Sound Energy	M079		07/02/25	until spent	10,000	0	10,000	10,000	0	Closed	100.00%
One Tree Planted	M085	NA	09/03/21	until spent	33,076	25,006	3,998	0	3,998	NA	24.40%
WCRRI Prairie Habitat Enhancement	M095	2022-06	01/01/22	06/30/26	111,954	3,907	32,298	28,391	3,907	88.98%	96.51%
WFC Meyer Phase 2	M100	NA	01/01/23	09/01/25	106,546	3,680	25,956	22,276	3,680	Closed	96.55%
FY25-26 NACD Forestry	M200	NA	01/01/25	06/30/26	133,786	90,329	66,893	43,457	23,436	66.85%	32.48%
Partner District Support	M400		05/01/25	TBD	500	166	500	334	166	NA	66.90%
FY24-26 Pierce County Shellfish NTA	M600	SC-111404	01/01/24	01/31/27	191,000	70,318	60,238	59,811	427	64.86%	63.18%
FY25 CTD Training Scholarship	M700	NA	04/18/25	05/30/25	500	0	500	500	0	Closed	100.00%
South Sound GREEN											
2025 Interlocal	G019-SS		01/01/25	until spent	64,160	8,916	64,160	55,244	8,916	NA	86.10%
FY24-25 WSC Mini Grant	G019.50		12/10/24	until spent	500	0	500	500	0	Closed	100.00%
FY24 OSD i-Grant	G019.103		03/01/24	until spent	4,000	1	1,011	1,011	0	Closed	99.98%
FY23-25 Outdoor Learning	G019.109		10/01/23	04/30/25	21,833	0	7,558	7,558	0	Closed	100.00%
FY24 Every Kid Outdoors	G019.121		07/01/24	until spent	500	0	500	500	0	Closed	100.00%
2025 McLane Salmon Trail	G019.107		09/01/25	12/31/25	5,000	0	5,000	5,000	0	Closed	100.00%
FY25 Every Kid Outdoors	G019.121		07/01/25	until spent	500	0	500	500	0	NA	100.00%
FY25 ESD 113 Climate Education	G019.104		05/15/25	until spent	6,000	3,731	6,000	2,269	3,731	NA	37.82%
FY25 Tumwater SD Natural Resources	G019.120		09/03/24	until spent	1,000	329	671	671	0	NA	67.07%
2024 Dawkins	G019.28		01/01/24	until spent	20,750	13,656	14,461	805	13,656	NA	34.19%
2023 Community Foundation	G019.29		10/25/23	until spent	2,500	1,700	2,500	800	1,700	NA	32.00%
2024 Community Foundation	G019.29		11/01/24	until spent	2,500	2,500	0	0	0	NA	0.00%
Carlson Charitable	G019.31		12/05/23	until spent	2,500	7	279	272	7	NA	99.73%
2024 Nisqually for Water Quality Testing	G019.60		01/01/24	until spent	5,000	2,321	2,942	621	2,321	NA	53.57%
TCC General	G019 TCC		01/01/18	until spent	11,561	1,681	1,708	27	1,681	NA	85.46%
2024 Squaxin	G019.85		02/01/24	until spent	2,250	2,250	0	0	0	NA	0.00%

	Grant Name	Account Number	Grant Number	Grant Start Date	Grant End Date	Total Grant Amount	Official Remaining	2025 Budget	2025 Actual	2025 Remaining Budget	% of Total Time	% of Total Budget Spent
85	2025 Squaxin	G019.85		03/01/25	until spent	1,000	1,000	0	0	0	NA	0.00%
86	FY24-25 Inspire Olympia	G019.130		07/09/24	until spent	29,775	0	17,256	17,256	0	Closed	100.00%
87	FY25-26 Inspire Olympia	G019.130		07/09/24	until spent	30,000	6,867	26,375	23,133	3,242	NA	77.11%
88	Teens in Thurston Volunteer Program											
89	Nisqually TNT 2024	T070	NA	01/01/24	until spent	5,581	2,509	2,848	2,848	0	NA	55.04%
90	Envirothon Program											
91	2023 Pork Blakely Envirothon	T040		03/02/23	until spent	500	0	34	34	0	Closed	100.00%
92	2025 Pork Blakely Envirothon	T040		04/03/25	until spent	1,000	0	1,000	1,000	0	Closed	100.00%
93	Olympia Food Co-op Envirothon	T040		01/01/24	until spent	100	0	100	100	0	Closed	100.00%
94	2025 Chehalis Tribe Envirothon	T040		03/01/25	until spent	2,500	1,494	2,500	1,006	1,494	NA	40.25%

Thurston Conservation District
Payment Report
November - December 2025

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Check	EFT	11/01/2025	Tilley Court Caves, LLC	UNRESTRICTED:A010 - Administrative Expenses	5314501 · Office Rent	8,427.00
Credit Card Charge	14806	11/03/2025	Costco	MISC:M077 - NACD Bucoda Community Farm	5314107 · Project Supplies	120.65
Credit Card Charge	14759	11/03/2025	Kiperts	WSSC:W170 - FY25-27 RGP:W170.5 - DIP	5314108 · Construction & Restoration Work	706.37
Credit Card Charge	14819	11/03/2025	Otterbox	Other State Grants:S100 - WDFW BuildingConservation Capacity	5313101 · Office Supplies	109.79
Credit Card Charge	14840	11/03/2025	Trader Joes	UNRESTRICTED:A010 - Administrative Expenses	5314310 · Board Meeting Snacks	3.69
Credit Card Charge	14805	11/04/2025	Amazon	MISC:M077 - NACD Bucoda Community Farm	5314107 · Project Supplies	166.75
Bill Pmt -Check	EFT	11/04/2025	Comcast	UNRESTRICTED:A010 - Administrative Expenses	5314204 · Internet Services	235.33
Credit Card Charge	14761	11/04/2025	Community Farm Land Trust	MISC:M095 - WCRRR Prairie Habitat Enhancement	5314400 · Advertising	250.00
Credit Card Charge	14867	11/04/2025	Lincoln Creek Lumber	TCD Programs:T099 - Food Processing and Tools Rentals	5314107 · Project Supplies	46.04
Credit Card Charge	14870	11/04/2025	Lincoln Creek Lumber	TCD Programs:T099 - Food Processing and Tools Rentals	5354802 · Rental Equipment Maintenance	18.85
Credit Card Charge	14869	11/04/2025	Napa	TCD Programs:T099 - Food Processing and Tools Rentals	5354802 · Rental Equipment Maintenance	2.91
Credit Card Charge	14868	11/04/2025	Tenino Market Fresh	TCD Programs:T099 - Food Processing and Tools Rentals	5354802 · Rental Equipment Maintenance	25.42
Credit Card Charge	14764	11/05/2025	Herc Rentals	WSSC:W170 - FY25-27 RGP:W170.5 - DIP	5314503 · Equipment Leases	321.26
Check	EFT	11/05/2025	Regence - Health Care		5531210 · Medical Benefits	29,987.73
Liability Check	EFT	11/06/2025	Internal Revenue Service		3861003 · FICA Payable	18,209.30
Credit Card Charge	14860	11/06/2025	Lowes	WSSC:W170 - FY25-27 RGP:W170.5 - DIP	5314107 · Project Supplies	150.37
Bill Pmt -Check	EFT	11/06/2025	Ricoh USA, Inc.	UNRESTRICTED:A010 - Administrative Expenses	5313102 · Photocopier Usage	311.36
Credit Card Charge	14793	11/06/2025	Sustainable Supply- Total Restroom	UNRESTRICTED:A010 - Administrative Expenses	5945363 · Equipment & Office Furniture	312.18
Bill Pmt -Check	EFT	11/06/2025	USAbLe.Life	UNRESTRICTED:A010 - Administrative Expenses	5531214 · Life Insurance	112.60
Bill Pmt -Check	23139	11/07/2025	Aimee Ornelas	Various	Restoration Crew Intern Stipend	1,600.00
Bill Pmt -Check	23140	11/07/2025	Aimee Richardson	SLP Program:SLP075 - NACD SLP	5314304 · Mileage	53.13
Bill Pmt -Check	23141	11/07/2025	Capitol Land Trust	Other State Grants:S100 - WDFW BuildingConservation Capacity	560000 · Sub-Awards / Pass-Through	601.19
Bill Pmt -Check	23142	11/07/2025	Center for Natural Lands Management	USFWS:US80 Frogs on Farms	5314108 · Construction & Restoration Work	2,988.94
Bill Pmt -Check	23143	11/07/2025	Clark's Native Trees	WSSC:W170 - FY25-27 RGP	5314108 · Construction & Restoration Work	3,028.50
Credit Card Charge	14809	11/07/2025	Conservation Job Board	TCD Programs:T030 - District Communications	5314400 · Advertising	55.00
Credit Card Charge	14810	11/07/2025	Conservation Job Board	TCD Programs:T030 - District Communications	5314400 · Advertising	55.00
Bill Pmt -Check	23158	11/07/2025	Deschutes Law Group	UNRESTRICTED:A010 - Administrative Expenses	5314101 · Legal Fees & Services	2,000.00
Bill Pmt -Check	23144	11/07/2025	Ecostudies Institute	SLP Program:SLP075 - NACD SLP	560000 · Sub-Awards / Pass-Through	5,894.59
Bill Pmt -Check	23145	11/07/2025	FP Mailing Solutions	UNRESTRICTED:A010 - Administrative Expenses	5314503 · Equipment Leases	121.38
Bill Pmt -Check	23146	11/07/2025	Ghader Alrashid	Various	Restoration Crew Intern Stipend	1,600.00
Bill Pmt -Check	23147	11/07/2025	Goebel Septic Tank Service, Inc	GREEN:G019.106 NOAA B-WET	5314116 · Project Equipment	120.00
Bill Pmt -Check	23159	11/07/2025	Hannah's Cleaning Service	UNRESTRICTED:A010 - Administrative Expenses	5314104 · Janitorial Services	700.00
Bill Pmt -Check	23148	11/07/2025	Jillian Renfrow	MISC:M065 - FY25-29 Olympia Urban Farmland	5314100 · Professional Services	200.00
Bill Pmt -Check	23149	11/07/2025	Marlena Blua	Various	Restoration Crew Intern Stipend	2,015.00
Bill Pmt -Check	23150	11/07/2025	Mason Conservation District	RCC:R100 - South Sound HSIL Outreach	5314100 · Professional Services	513.41
Bill Pmt -Check	23151	11/07/2025	Midwest Labs	TCD Programs:T098 - Soil Health Testing	5314117 · Soil Testing	959.56
Bill Pmt -Check	23160	11/07/2025	Olympia Computer LLC	UNRESTRICTED:A010 - Administrative Expenses	5314103 · Computer Services	3,558.66
Bill Pmt -Check	23152	11/07/2025	Olympia Ecosystems	Various	5314100 · Professional Services	5,670.00

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Liability Check		11/07/2025	QuickBooks Payroll Service		Payroll	52,961.58
Credit Card Charge	1441183536	11/07/2025	QuickBooks Time Support (TSheets)	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	232.56
Bill Pmt -Check	23153	11/07/2025	Rachel Stendahl	GREEN:G019.106 NOAA B-WET	5314100 · Professional Services	1,337.80
Bill Pmt -Check	23154	11/07/2025	Richard Gloor	Various	Restoration Crew Intern Stipend	1,600.00
Credit Card Charge	14834	11/07/2025	Safeway	TCD Programs:T070 -Teens in Thurston Volunteer Program	5314901 · Meeting & Event	33.36
Bill Pmt -Check	23155	11/07/2025	Salix Solutions	Depart of Ecology:E400 - Umbrella Site Management	5314108 · Construction & Restoration Work	1,950.69
Bill Pmt -Check	23156	11/07/2025	Samantha Lamb	MISC:M065 - FY25-29 Olympia Urban Farmland	5314100 · Professional Services	66.66
Bill Pmt -Check	23157	11/07/2025	Sarah Moorehead_V	UNRESTRICTED:A010 - Administrative Expenses	5314304 · Mileage	607.97
Credit Card Charge	4175393	11/09/2025	Rightworks	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	26.33
Credit Card Charge	14851	11/09/2025	Tenino Market Fresh	TCD Programs:T030 - District Communications	5313101 · Office Supplies	10.40
Liability Check	EFT	11/09/2025	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	16,753.97
Credit Card Charge	14814	11/10/2025	Home Depot	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	9.43
Liability Check	EFT	11/10/2025	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	4,202.32
Credit Card Charge	14897	11/12/2025	Ace Hardware	WSSC:W170 - FY25-27 RGP	5314107 · Project Supplies	43.87
Credit Card Charge	14887	11/12/2025	Facebook	Various	5314400 · Advertising	62.32
Credit Card Charge	14894	11/12/2025	Flying J Store #1169	Depart of Ecology:E400 - Umbrella Site Management	5314107 · Project Supplies	11.25
Bill Pmt -Check	Cash	11/13/2025	Jamie Sutton	MISC:M065 - FY25-29 Olympia Urban Farmland	5314100 · Professional Services	66.66
Bill Pmt -Check	Cash	11/13/2025	Katie Austin	MISC:M065 - FY25-29 Olympia Urban Farmland	5314100 · Professional Services	66.66
Credit Card Charge	14820	11/13/2025	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	11.37
Credit Card Charge	14916	11/13/2025	Walrath	MISC:M065 - FY25-29 Olympia Urban Farmland	5314108 · Construction & Restoration Work	552.90
Credit Card Charge	8221762	11/14/2025	Buzzsprout	TCD Programs:T030 - District Communications	5314207 · Web Hosting and Maintenance	12.00
Credit Card Charge	14842	11/14/2025	WA St Dept of Fish and Wildlife	GREEN:G019-SS GREEN Interlocal (Quarterly)	5314307 · Licenses and Permits	117.00
Credit Card Charge	14871	11/15/2025	Mirabeau ParkHotel & Convention Center	MISC:M095 - WCRRR Prairie Habitat Enhancement	5314303 · Lodging	550.08
Credit Card Charge	14886	11/17/2025	North Spores	WSSC:W170 - FY25-27 RGP	5314107 · Project Supplies	22.65
Credit Card Charge	14833	11/17/2025	River Restoration Northwest	WSSC:W170 - FY25-27 RGP	5314302 · Staff - Conference & Training	411.38
Credit Card Charge	14831	11/17/2025	ULINE	MISC:M065 - FY25-29 Olympia Urban Farmland	5314107 · Project Supplies	460.74
Check	EFT	11/18/2025	Delta Dental	UNRESTRICTED:A010 - Administrative Expenses	5531212 · Dental Benefits	2,309.35
Check	EFT	11/18/2025	TPSC Benefits	UNRESTRICTED:A010 - Administrative Expenses	5531216 · HRA Admin	625.00
Credit Card Charge	14838	11/18/2025	Trader Joes	UNRESTRICTED:A010 - Administrative Expenses	5314310 · Board Meeting Snacks	32.48
Bill Pmt -Check	23161	11/19/2025	Aimee Ornelas	Various	Restoration Crew Intern Stipend	1,600.00
Bill Pmt -Check	23162	11/19/2025	Brumfield Construction, Inc	RCO:R050 - FY 22-27 ASRP Riverbend	5314108 · Construction & Restoration Work	28,963.15
Bill Pmt -Check	23177	11/19/2025	Christina Wagner	Various	5314304 · Mileage	42.00
Bill Pmt -Check	23163	11/19/2025	Clark's Native Trees	WSSC:W170 - FY25-27 RGP	5314108 · Construction & Restoration Work	9,939.23
Bill Pmt -Check	23164	11/19/2025	Deer Busters	WSSC:W170 - FY25-27 RGP	5314108 · Construction & Restoration Work	7,709.37
Bill Pmt -Check	23178	11/19/2025	Emily Landrus	Thurston County:TC400 - VSP	5314304 · Mileage	93.10
Bill Pmt -Check	23165	11/19/2025	Fieldwise Advisory LLC	TCD Programs:T080 - Conservation TA	5314100 · Professional Services	500.00
Bill Pmt -Check	23166	11/19/2025	FP Mailing Solutions	UNRESTRICTED:A010 - Administrative Expenses	5314503 · Equipment Leases	121.38
Bill Pmt -Check	23167	11/19/2025	Ghader Alrashid	Various	Restoration Crew Intern Stipend	1,600.00
Bill Pmt -Check	23168	11/19/2025	Half Moon Sanitation	GREEN:G019-SS GREEN Interlocal (Quarterly)	5314503 · Equipment Leases	370.00
Bill Pmt -Check	23169	11/19/2025	I-5 Supply LLC	RCO:R070 - Zangle Cove	5314108 · Construction & Restoration Work	75.47
Bill Pmt -Check	23180	11/19/2025	Joseph Burgess	Various	5314304 · Mileage	163.10
Bill Pmt -Check	23170	11/19/2025	Marlena Blua	Various	Restoration Crew Intern Stipend	1,600.00

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Credit Card Charge	E0300Y7TJ1	11/19/2025	Microsoft	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	16.46
Credit Card Charge	E0300Y7RMJ	11/19/2025	Microsoft	Various	5314505 · Software Licenses	575.28
Bill Pmt -Check	23179	11/19/2025	Olympia Computer LLC	UNRESTRICTED:A010 - Administrative Expenses	5314103 · Computer Services	3,558.66
Bill Pmt -Check	23171	11/19/2025	Petrocard	UNRESTRICTED:A010 - Administrative Expenses	5313201 · Vehicle Fuel	781.45
Bill Pmt -Check	23172	11/19/2025	Richard Gloor	Various	Restoration Crew Intern Stipend	1,600.00
Credit Card Charge	14855	11/19/2025	Safeway	GREEN:TCC:G019.28 Dawkins	5314901 · Meeting & Event	14.38
Bill Pmt -Check	23173	11/19/2025	Salix Solutions	Various	5314108 · Construction & Restoration Work	38,332.48
Bill Pmt -Check	23174	11/19/2025	Snohomish Conservation District	SLP Program:SLP075 - NACD SLP	5314100 · Professional Services	750.00
Credit Card Charge	14837	11/19/2025	Sushi House	UNRESTRICTED:A010 - Administrative Expenses	5314310 · Board Meeting Snacks	81.34
Bill Pmt -Check	23175	11/19/2025	WA St Conservation Commission	UNRESTRICTED:A010 - Administrative Expenses	5314504 · Vehicle Leases	513.46
Bill Pmt -Check	23176	11/19/2025	WA St Dept Of Enterprise Services Real Es	TCD Programs:T021 - Conservation Education Center	5314100 · Professional Services	1,276.27
Credit Card Charge	56987547	11/20/2025	Garmin	UNRESTRICTED:A010 - Administrative Expenses	5314205 · Garmin	43.86
Liability Check	EFT	11/20/2025	Internal Revenue Service		3861004 · Federal Income Tax Payable	18,339.38
Credit Card Charge	14839	11/20/2025	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	11.37
Liability Check	EFT	11/20/2025	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	3,706.52
Credit Card Charge	14878	11/21/2025	Balsley Sign Company	MISC:M065 - FY25-29 Olympia Urban Farmland	5314107 · Project Supplies	95.53
Credit Card Charge	14844	11/21/2025	Puget Sound Plants	RCO:R070 - Zangle Cove	5314108 · Construction & Restoration Work	1,255.20
Credit Card Charge	14845	11/21/2025	Puget Sound Plants	RCO:R090 - Lower Eld Bulkhead Removal	5314108 · Construction & Restoration Work	204.69
Credit Card Charge	14850	11/24/2025	H.D. Fowler	RCO:R070 - Zangle Cove	5314107 · Project Supplies	314.84
Credit Card Charge	P1-11034609	11/24/2025	Intuit	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	219.00
Liability Check		11/24/2025	QuickBooks Payroll Service		Payroll	53,780.73
Check	EFT	11/24/2025	TPSC Benefits	UNRESTRICTED:A010 - Administrative Expenses	5531215 · HRA Benefits	230.09
Credit Card Charge		11/24/2025	VEEAM	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	691.11
Credit Card Charge	14891	11/25/2025	Amazon	GREEN:G019-SS GREEN Interlocal (Quarterly)	5314107 · Project Supplies	49.34
Credit Card Charge	14883	11/25/2025	Les Schwab Tire Center	UNRESTRICTED:A010 - Administrative Expenses	5354803 · Vehicle Maintenance	23.03
Credit Card Charge	14854	11/25/2025	TAGS	TCD Programs:T030 - District Communications	5314203 · Printing Services	142.74
Credit Card Charge	14881	11/26/2025	Acorn Naturalists	GREEN:TCC:G019.130 Inspire Olympia	5314107 · Project Supplies	436.41
Credit Card Charge	14884	11/26/2025	Gallagher	USFWS:US80 Frogs on Farms	5314108 · Construction & Restoration Work	441.54
Credit Card Charge	14882	11/26/2025	Hach Company	GREEN:TCC:G019.130 Inspire Olympia	5314107 · Project Supplies	237.75
Credit Card Charge		11/27/2025	ADT Security Services	UNRESTRICTED:A010 - Administrative Expenses	5314704 · Office Security	58.13
Credit Card Charge	18930113	11/29/2025	Mail Chimp	TCD Programs:T030 - District Communications	5314207 · Web Hosting and Maintenance	110.25
Check	EFT	12/01/2025	Tilley Court Caves, LLC	UNRESTRICTED:A010 - Administrative Expenses	5314501 · Office Rent	8,427.00
Credit Card Charge	14973	12/01/2025	Tractor Supply	TCD Programs:T080 - Conservation TA	5314107 · Project Supplies	2,225.61
Credit Card Charge	14866	12/02/2025	Namecheap	TCD Programs:T030 - District Communications	5314207 · Web Hosting and Maintenance	18.68
Credit Card Charge	14907	12/03/2025	Adobe Inc	Various Funding Codes	5314505 · Software Licenses	1,381.83
Bill Pmt -Check	23182	12/03/2025	Aimee Ornelas	Various Funding Codes	Restoration Crew Intern Stipend	1,600.00
Bill Pmt -Check	23183	12/03/2025	Aimee Richardson	Various Funding Codes	5314304 · Mileage	702.60
Bill Pmt -Check	23200	12/03/2025	All Shield Pest Control	UNRESTRICTED:A010 - Administrative Expenses	5314705 · Pest Control	658.20
Bill Pmt -Check	23184	12/03/2025	Anchor QEA	RCO:R050 - FY 22-27 ASRP Riverbend	5314100 · Professional Services	1,352.75
Bill Pmt -Check	23185	12/03/2025	Capitol Land Trust	Other State Grants:S100 - WDFW BuildingConservation Capacity	560000 · Sub-Awards / Pass-Through	1,179.19
Check	EFT	12/03/2025	Delta Dental	UNRESTRICTED:A010 - Administrative Expenses	5531212 · Dental Benefits	2,309.35
Bill Pmt -Check	23201	12/03/2025	Deschutes Law Group	UNRESTRICTED:A010 - Administrative Expenses	5314101 · Legal Fees & Services	2,000.00

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Bill Pmt -Check	23186	12/03/2025	FCS, a Bowman Company	UNRESTRICTED:A010 - Administrative Expenses	5314100 · Professional Services	2,740.00
Bill Pmt -Check	23187	12/03/2025	Fieldwise Advisory LLC	TCD Programs:T080 - Conservation TA	5314100 · Professional Services	2,450.00
Bill Pmt -Check	23188	12/03/2025	Ghader Alrashid	Various Funding Codes	Restoration Crew Intern Stipend	1,600.00
Credit Card Charge	14882	12/03/2025	Hach Company	GREEN:TCC:G019.130 Inspire Olympia	5314107 · Project Supplies	260.81
Bill Pmt -Check	23189	12/03/2025	Marlena Blua	Various Funding Codes	Restoration Crew Intern Stipend	1,600.00
Bill Pmt -Check	23190	12/03/2025	Mason Conservation District	RCO:R035 - Shore Friendly Phase 4	560000 · Sub-Awards / Pass-Through	39,311.58
Bill Pmt -Check	23191	12/03/2025	Midwest Labs	TCD Programs:T098 - Soil Health Testing	5314117 · Soil Testing	189.12
Bill Pmt -Check	23192	12/03/2025	North Thurston Public Schools	GREEN:G019.106 NOAA B-WET	5314112 · Bus Transportation	2,694.11
Bill Pmt -Check	23193	12/03/2025	Olympia Computer LLC	UNRESTRICTED:A010 - Administrative Expenses	5314103 · Computer Services	2,925.00
Bill Pmt -Check	23199	12/03/2025	Olympia Computer LLC	UNRESTRICTED:A010 - Administrative Expenses	5314103 · Computer Services	3,465.60
Bill Pmt -Check	23194	12/03/2025	Olympia Ecosystems	Various Funding Codes	560000 · Sub-Awards / Pass-Through	2,925.00
Bill Pmt -Check	23195	12/03/2025	Petrocard	UNRESTRICTED:A010 - Administrative Expenses	5313201 · Vehicle Fuel	164.06
Credit Card Charge	14980	12/03/2025	Pilot Travel Center	WSSC:W170 - FY25-27 RGP:W170.5 - DIP	5314107 · Project Supplies	9.90
Bill Pmt -Check	23196	12/03/2025	Richard Gloor	Various Funding Codes	Restoration Crew Intern Stipend	1,600.00
Bill Pmt -Check	23197	12/03/2025	The Farm Store	USFWS:US80 Frogs on Farms	5314108 · Construction & Restoration Work	2,212.44
Credit Card Charge	14919	12/03/2025	Tractor Supply	Depart of Ecology:E024 - Riverbend Construction	5314108 · Construction & Restoration Work	238.10
Check	EFT	12/03/2025	WA St Dept of Revenue	UNRESTRICTED:A010 - Administrative Expenses	5314307 · Licenses and Permits	25.00
Bill Pmt -Check	23198	12/03/2025	Wild Fish Conservancy	Various Funding Codes	560000 · Sub-Awards / Pass-Through	10,447.96
Liability Check	23181	12/03/2025	WSCCE - Council 2		3861008 · Union Dues	1,309.90
Credit Card Charge	14885	12/04/2025	Amazon	TCD Programs:T030 - District Communications	5314901 · Meeting & Event	29.61
Bill Pmt -Check	EFT	12/04/2025	Comcast	UNRESTRICTED:A010 - Administrative Expenses	5314204 · Internet Services	235.33
Credit Card Charge	14890	12/04/2025	Kiperts	WSSC:W170 - FY25-27 RGP	5314108 · Construction & Restoration Work	2,055.50
Credit Card Charge	14959	12/04/2025	Northern Quest Resort	UNRESTRICTED:A010 - Administrative Expenses	5314303 · Lodging	557.88
Credit Card Charge	14889	12/04/2025	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	11.37
Credit Card Charge	14893	12/05/2025	Freedom USA Sales	USFWS:US80 Frogs on Farms	5945367 · Restoration Equipment	550.98
Bill Pmt -Check	EFT	12/05/2025	Puget Sound Energy	UNRESTRICTED:A010 - Administrative Expenses	5314701 · Electricity	350.19
Check	EFT	12/05/2025	Regence - Health Care		5531210 · Medical Benefits	28,596.06
Bill Pmt -Check	EFT	12/05/2025	Ricoh USA, Inc.	UNRESTRICTED:A010 - Administrative Expenses	5314503 · Equipment Leases	206.86
Bill Pmt -Check	EFT	12/05/2025	USAbLe.Life	UNRESTRICTED:A010 - Administrative Expenses	5531214 · Life Insurance	115.24
Bill Pmt -Check	EFT	12/05/2025	VSP - Vision Care	UNRESTRICTED:A010 - Administrative Expenses	5531213 · Vision Insurance	235.95
Credit Card Charge	1449032863	12/07/2025	QuickBooks Time Support (TSheets)	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	232.56
Credit Card Charge	14902	12/08/2025	Gallagher	USFWS:US80 Frogs on Farms	5314108 · Construction & Restoration Work	1,949.36
Credit Card Charge	14895	12/08/2025	Go Daddy	TCD Programs:T030 - District Communications	5314207 · Web Hosting and Maintenance	164.39
Credit Card Charge	14920	12/08/2025	Lowes	WSSC:W170 - FY25-27 RGP:W170.5 - DIP	5314107 · Project Supplies	170.45
Credit Card Charge	14918	12/08/2025	Tractor Supply	Depart of Ecology:E024 - Riverbend Construction	5314108 · Construction & Restoration Work	1,851.44
Credit Card Charge	14962	12/08/2025	Tractor Supply	Depart of Ecology:E024 - Riverbend Construction	5314108 · Construction & Restoration Work	778.68
Credit Card Charge	14901	12/09/2025	Bat Conservation and Management	USFWS:US80 Frogs on Farms	5314107 · Project Supplies	3,960.00
Liability Check		12/09/2025	QuickBooks Payroll Service		Payroll	52,982.71
Credit Card Charge	4208699	12/09/2025	Rightworks	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	26.33
Credit Card Charge	14898	12/09/2025	Trader Joes	UNRESTRICTED:A010 - Administrative Expenses	5314901 · Meeting & Event	10.67
Credit Card Charge	14921	12/09/2025	Walmart	WSSC:W170 - FY25-27 RGP:W170.5 - DIP	5314107 · Project Supplies	29.58
Credit Card Charge	14965	12/10/2025	Acorn Naturalists	GREEN:G019-SS GREEN Interlocal (Quarterly)	5314107 · Project Supplies	383.31

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Credit Card Charge	14911	12/10/2025	Amazon	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	59.18
Credit Card Charge	14908	12/10/2025	J & I Power Equipment	USFWS:US80 Frogs on Farms	5945367 · Restoration Equipment	1,734.82
Credit Card Charge	14909	12/10/2025	J & I Power Equipment	USFWS:US80 Frogs on Farms	5314107 · Project Supplies	262.39
Credit Card Charge	14981	12/10/2025	Lincoln Creek Lumber	WSCC:W170 - FY25-27 RGP:W170.5 - DIP	5314107 · Project Supplies	31.24
Credit Card Charge	20000314872	12/10/2025	QuickBooks Time Support (TSheets)	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	553.33
Credit Card Charge	14914	12/11/2025	A Better Towing Company	WSCC:W170 - FY25-27 RGP:W170.5 - DIP	5314100 · Professional Services	380.49
Credit Card Charge	14975	12/11/2025	Amazon	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	6.41
Credit Card Charge	14978	12/12/2025	Facebook	TCD Programs:T097 - Plant Sale	5314400 · Advertising	57.62
Liability Check	EFT	12/12/2025	Internal Revenue Service		3861003 · FICA Payable	18,301.96
Liability Check	EFT	12/12/2025	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	20,789.31
Credit Card Charge	8329089	12/14/2025	Buzzsprout	TCD Programs:T030 - District Communications	5314207 · Web Hosting and Maintenance	12.00
Credit Card Charge	14915	12/15/2025	Amazon	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	66.87
Credit Card Charge	14941	12/15/2025	Costco	UNRESTRICTED:A010 - Administrative Expenses	5945364 · Computer Hardware	296.16
Credit Card Charge	14933	12/15/2025	Lincoln Creek Lumber	TCD Programs:T050 - Restoration Crew & Equipment Fund	5314107 · Project Supplies	28.92
Check	EFT	12/15/2025	TPSC Benefits	UNRESTRICTED:A010 - Administrative Expenses	5531215 · HRA Benefits	125.00
Credit Card Charge	14938	12/16/2025	Trader Joes	UNRESTRICTED:A010 - Administrative Expenses	5314310 · Board Meeting Snacks	74.12
Credit Card Charge	14937	12/16/2025	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	11.37
Bill Pmt -Check	EFT	12/16/2025	Verizon	UNRESTRICTED:A010 - Administrative Expenses	5314201 · Telephone	1,094.86
Bill Pmt -Check	23204	12/17/2025	Aimee Ornelas	Various Funding Codes	Restoration Crew Intern Stipend	1,600.00
Bill Pmt -Check	23205	12/17/2025	Black Lake Grange	UNRESTRICTED:A010 - Administrative Expenses	5314302 · Staff - Conference & Training	175.00
Bill Pmt -Check	23206	12/17/2025	Center for Natural Lands Management	USFWS:US80 Frogs on Farms	5314108 · Construction & Restoration Work	3,347.18
Bill Pmt -Check	23226	12/17/2025	Crystal Springs	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	35.08
Bill Pmt -Check	23227	12/17/2025	Doug Rushton	UNRESTRICTED:A010 - Administrative Expenses	5314301 · Board Travel	455.77
Bill Pmt -Check	23207	12/17/2025	Ducks Unlimited	USFWS:US80 Frogs on Farms	5314100 · Professional Services	2,830.94
Bill Pmt -Check	23208	12/17/2025	Ghader Alrashid	Various Funding Codes	Restoration Crew Intern Stipend	1,600.00
Bill Pmt -Check	23228	12/17/2025	Hannah's Cleaning Service	UNRESTRICTED:A010 - Administrative Expenses	5314104 · Janitorial Services	875.00
Bill Pmt -Check	23209	12/17/2025	LaMotte Company	GREEN:G019-SS GREEN Interlocal (Quarterly)	5314107 · Project Supplies	1,053.80
Bill Pmt -Check	23210	12/17/2025	Marlena Blua	Various Funding Codes	Restoration Crew Intern Stipend	1,600.00
Bill Pmt -Check	23211	12/17/2025	Nisqually Valley News (CT Publishing)	TCD Programs:T036 - Elections	5314400 · Advertising	187.76
Bill Pmt -Check	23212	12/17/2025	North Thurston Public Schools	GREEN:G019.107 McLane Salmon Trail	5314112 · Bus Transportation	600.00
Bill Pmt -Check	23213	12/17/2025	Petrocard	UNRESTRICTED:A010 - Administrative Expenses	5313201 · Vehicle Fuel	309.82
Bill Pmt -Check	23214	12/17/2025	Rachel Stendahl	GREEN:G019.106 NOAA B-WET	560000 · Sub-Awards / Pass-Through	3,299.60
Bill Pmt -Check	23215	12/17/2025	Rainier School District No. 307	Various Funding Codes	5314112 · Bus Transportation	848.99
Bill Pmt -Check	23216	12/17/2025	Richard Gloor	Various Funding Codes	Restoration Crew Intern Stipend	1,600.00
Bill Pmt -Check	23217	12/17/2025	The Farm Store	USFWS:US80 Frogs on Farms	5314108 · Construction & Restoration Work	8,307.65
Bill Pmt -Check	23218	12/17/2025	Tiana Ayers	GREEN:TCC:G019.130 Inspire Olympia	5314000 · Intern Stipends	600.00
Bill Pmt -Check	23219	12/17/2025	TJ Johnson	UNRESTRICTED:A010 - Administrative Expenses	5314301 · Board Travel	1,070.91
Bill Pmt -Check	23220	12/17/2025	Tumwater School District	GREEN:G019.107 McLane Salmon Trail	5314112 · Bus Transportation	697.11
Bill Pmt -Check	23221	12/17/2025	WA St Conservation Commission	UNRESTRICTED:A010 - Administrative Expenses	5314504 · Vehicle Leases	424.00
Bill Pmt -Check	23222	12/17/2025	WA St Dept of Ecology - Cashiering Unit	WSCC:W170 - FY25-27 RGP:W170.4 - Maintenance	5314108 · Construction & Restoration Work	11,674.95
Bill Pmt -Check	23223	12/17/2025	WA St Dept Of Enterprise Services Real Es	TCD Programs:T021 - Conservation Education Center	5314100 · Professional Services	1,464.75
Bill Pmt -Check	23224	12/17/2025	West Fork Environmental	Depart of Ecology:E165 - Ecology Elwanger	5314100 · Professional Services	5,125.00

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Bill Pmt -Check	23225	12/17/2025	Wild Fish Conservancy	Depart of Ecology:E042 - Chehalis Tributary Data Collection	560000 · Sub-Awards / Pass-Through	1,100.40
Liability Check	23203	12/17/2025	WSCCE - Council 2		3861008 · Union Dues	1,310.73
Credit Card Charge	14970	12/19/2025	Dell	Various Funding Courses	5945364 · Computer Hardware	1,033.57
Credit Card Charge	E0300YH2BZ	12/19/2025	Microsoft	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	16.46
Credit Card Charge	E0300YH5AZ	12/19/2025	Microsoft	Various Funding Courses	5314505 · Software Licenses	575.28
Credit Card Charge	14960	12/19/2025	Neon	UNRESTRICTED:A010 - Administrative Expenses	5314302 · Staff - Conference & Training	499.00
Credit Card Charge	14961	12/19/2025	Neon	UNRESTRICTED:A010 - Administrative Expenses	5314306 · Board - Conference & Training	499.00
Credit Card Charge	58140919	12/20/2025	Garmin	UNRESTRICTED:A010 - Administrative Expenses	5314205 · Garmin	43.86
Credit Card Charge	14950	12/22/2025	Pilot Travel Center	UNRESTRICTED:A010 - Administrative Expenses	5354803 · Vehicle Maintenance	30.71
Bill Pmt -Check	EFT	12/22/2025	Puget Sound Energy	UNRESTRICTED:A010 - Administrative Expenses	5314701 · Electricity	387.50
Bill Pmt -Check	EFT	12/22/2025	Verizon	UNRESTRICTED:A010 - Administrative Expenses	5314201 · Telephone	1,094.86
Credit Card Charge	14982	12/23/2025	Amazon	UNRESTRICTED:A010 - Administrative Expenses	5314902 · Organizational Dues	152.48
Credit Card Charge	P1-11101938	12/23/2025	Intuit	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	219.00
Liability Check		12/23/2025	QuickBooks Payroll Service		Payroll	53,231.39
Credit Card Charge	14943	12/23/2025	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	10.16
Credit Card Charge	14971	12/24/2025	Costco	SLP Program:SLP077 - WDFW REPI Landowner Support	5945364 · Computer Hardware	186.47
Liability Check	EFT	12/24/2025	Internal Revenue Service		3861003 · FICA Payable	18,144.38
Liability Check	EFT	12/24/2025	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	4,038.49
Credit Card Charge		12/27/2025	ADT Security Services	UNRESTRICTED:A010 - Administrative Expenses	5314704 · Office Security	58.13
Credit Card Charge	14958	12/29/2025	Deer Busters	WSSC:W170 - FY25-27 RGP:W170.5 - DIP	5314108 · Construction & Restoration Work	197.41
Check	EFT	12/29/2025	TPSC Benefits	UNRESTRICTED:A010 - Administrative Expenses	5531215 · HRA Benefits	7.20
Credit Card Charge	14951	12/30/2025	Lowes	WSSC:W170 - FY25-27 RGP:W170.5 - DIP	5314108 · Construction & Restoration Work	6.57
Credit Card Charge	19127725	12/30/2025	Mail Chimp	TCD Programs:T030 - District Communications	5314207 · Web Hosting and Maintenance	110.25
Bill Pmt -Check	EFT	12/30/2025	Ricoh USA, Inc.	UNRESTRICTED:A010 - Administrative Expenses	5314503 · Equipment Leases	206.86
Bill Pmt -Check	EFT	12/30/2025	USAble.Life	UNRESTRICTED:A010 - Administrative Expenses	5531214 · Life Insurance	115.24
Bill Pmt -Check	EFT	12/30/2025	VSP - Vision Care	UNRESTRICTED:A010 - Administrative Expenses	5531213 · Vision Insurance	237.95
Credit Card Charge	14952	12/31/2025	US Postal Service	TCD Programs:T098 - Soil Health Testing	5314202 · Postage & Shipping	10.16



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title: WSCC Riparian Grant Funding Advance pre-Approval	
Lead Staff: Susan Shelton	Board Meeting Date: 01/28/26
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>Given TCD's fluctuating cashflow situation (1. expenses are reimbursed by grants rather than pre-paid; and 2. TCD receives most of its Rates and Charges in 2 increments in May and November) staff recommends that the board provides pre-approval for cash advances against TCD's Riparian Grant Funding.</p> <p>Given the increase in grant funding in 2026, staff anticipates larger fluctuations this year.</p>	
Pros: Finance staff has more flexibility managing TCD's cashflow. Staff doesn't need to wait until a board meeting to get approval on advances.	Cons: To control for potential misuse: Staff will provide notice to the board about all advances requested as part of the monthly Financial Notes. All individual advances must be signed by the Executive Director.
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>	
Staff has more flexibility to manage TCD's cash flow.	
Recommended Action:	<i>What decision do you recommend the board make?</i>
Approve the Advance pre-Approval	
Legal Review:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>	
SCC Advance Payment Agreement	



SCC Advance Payment Agreement

Please fill out the following information in order to request a payment. We will follow up with you within two weeks after you have submitted this form. Any funding requested can only be used for the grant program or specific project requested in this form.

Date

Dropdown List*

Name*

First Name

Last Name

Email*

Which grant program are you requesting an advance?*

- Shellfish
- Natural Resource Investments
- Irrigation Efficiencies
- Riparian Grant Funding
- Other

Project Type*

- Cost Share
- District Implemented Project (DIP)

Start Date Requested*

Total Value of Projects Currently Under Contract in this grant?*

\$

Do not include TA in your calculation. Project installation costs only.

Maximum Authorized*

\$

Requested Amount*

\$

Please ensure the landowner(s) have the

Has the Board approved this request?*

This request must be signed by the district manager or chair.



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title: Wild Fish Conservancy Chehalis Tributary Data Collection Vendor Agreement	
Lead Staff: Katrinka Hibler	Board Meeting Date: 01/28/26
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>Thurston Conservation District has an MOU with Wild Fish Conservancy. They worked with TCD to prepare the project proposal and secure the funding for this project through the ASRP. This Vender Agreement is the second amendment to the MOU to pay them for their work on the project.</p>	
Pros: Wild Fish conservancy has the specific data collection skills and experience needed for this project. The funded project will produce restoration concept ideas for future projects on this site.	Cons: N/A
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>	
TCD is receiving	
Recommended Action:	<i>What decision do you recommend the board make?</i>
Approval	
Legal Review:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>	
Attached addendum to the MOU	





BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title: Wild Fish Conservancy Chehalis Tributary Data Collection Vendor Agreement	
Lead Staff: Katrinka Hibler	Board Meeting Date: 01/28/26
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>Thurston Conservation District has an MOU with Wild Fish Conservancy. They worked with TCD to prepare the project proposal and secure the funding for this project through the ASRP. This Vender Agreement is the second amendment to the MOU to pay them for their work on the project.</p>	
Pros: Wild Fish conservancy has the specific data collection skills and experience needed for this project. The funded project will produce restoration concept ideas for future projects on this site.	Cons: N/A
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>	
TCD is receiving	
Recommended Action:	<i>What decision do you recommend the board make?</i>
Approval	
Legal Review:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>	
Attached addendum to the MOU	



**Amendment #2 to Memorandum of Understanding Between
Wild Fish Conservancy and
Thurston Conservation District (TCD)**



Agreement Number: 2025-17

Project Name: Chehalis Tributary Data Collection
(Professional Services in support of WA Dept of Ecology Agreement)

Thurston Conservation District:

Project Manager: Katrinka Hibler, katrinka@thurstoncd.com 360-878-0591

Wild Fish Conservancy:

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

Scope of Work

Description:

Amendment #2 to this MOU covers work to be completed by Wild Fish Conservancy in support of the grant-funded project, "Chehalis Tributary Data Collection" aka Chehalis RM 56.5 to 58 Restoration Initialization. Thurston Conservation District will coordinate implementation of this project, which is administered by the WA Department of Ecology via Agreement OCBASRP-2325-ThurCD-00042. 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 1. Project administration, project management, meetings.

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

Budget: Not to exceed \$105,000.

- Task 1 - \$7000
- Task 2- \$98000

Duration: August 1, 2025 through July 31, 2027.

Signed by:

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Emma Helverson
 Executive Director
 Wild Fish Conservancy

Date

DocuSigned by:

 3786B0710ADE43B...

Sarah Moorehead
 Executive Director
 Thurston Conservation District

Date

**Amendment #2 to Memorandum of Understanding Between
Wild Fish Conservancy and
Thurston Conservation District (TCD)**

Agreement Number: 2025-17



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

**MEMORANDUM OF UNDERSTANDING BETWEEN
THURSTON CONSERVATION DISTRICT AND Wild Fish Conservancy**

This Memorandum of Understanding is made and entered into by **Thurston Conservation District (TCD)**, having its principal offices at 582 Tilley Court SE, Suite 152, Tumwater, WA 98501 and **Wild Fish Conservancy**, having its principal offices at 15629 Main St NE, Duvall, WA 98019.

Whereas, TCD is a subdivision of the state organized under Chapter 89.08 RCW for the purpose of administering programs developed to conserve natural resources; and

Whereas, Wild Fish Conservancy is an organization likewise committed to conservation of natural resources; and

Whereas, both organizations recognize that by taking cooperative and coordinated action they can improve the overall quality, efficacy, and economy of their programs; and

Whereas, either organization may benefit from project-specific support that can be provided by the other entity; and that both TCD and Wild Fish Conservancy will benefit by cooperating on projects in this manner.

Now, therefore, in consideration of the mutual benefits to be derived from this agreement, TCD and **Wild Fish Conservancy** do hereby agree as follows:

1. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to provide for cooperation between TCD and Wild Fish Conservancy on projects administered by either entity that involve work for common objectives and/or for reimbursement. The requested work shall be associated with restoration, conservation, mitigation or related project-specific activities sponsored by either organization.

2. **ADMINISTRATION OF AGREEMENT:** No separate or joint entity is being created by this Agreement. Rather TCD and Wild Fish Conservancy will each have a contract representative who will administer the agreement for each party. A party may change its representative upon providing written notice to the other party. The representatives are as follows:

<p><u>TCD Contract Representative</u> Sarah Moorehead, Executive Director Thurston Conservation District 582 Tilley Court SE, Suite 152 Tumwater, WA 98501 360-754-3588 smoorehead@thurstoncd.com</p>	<p><u>Wild Fish Conservancy Contract Representative</u> Emma Helverson Executive Director Wild Fish Conservancy PO Box 402, Duvall WA 98019 484-788-1174 emma@wildfishconservancy.org</p>
--	--

3. **DURATION OF AGREEMENT:** This agreement shall take effect upon the execution of the agreement by both TCD and Wild Fish Conservancy and shall remain in place until terminated by either party.

4. **TERMINATION OF AGREEMENT:** Either TCD or Wild Fish Conservancy may terminate this agreement by giving thirty (30) calendar days written notice to the other party. Written notice by email is acceptable.

Signed by:

Emma Helverson

5. **PROCESS FOR REQUESTS FOR WORK:** When either party desires to obtain work from the other organization pursuant to this agreement, the following process shall be used:
- a. The organization shall make a request for work in writing. A Scope of Work detailing deliverables, timeline, budget, and any associated tasks will be developed for each unique project as an amendment to this Memorandum of Understanding.
 - b. The partnering organization will review the request and will assess feasibility, schedule, budget and other details regarding the scope and cost of the requested work. The party receiving a request for services will decide whether the requested scope of work will be accepted.
 - c. Once the Scope of Work is accepted, as submitted or amended, the request will be forwarded to the other organization's Contract Representative for approval.
 - d. If all parties approve the work request, the partnering organization or its contractor will perform the requested work according to the agreed upon terms.

6. **FINANCIAL RESPONSIBILITY:** The requesting entity shall approve all costs of the partner's implementation of the scope of work, according to any and all parameters agreed upon by both parties, or set forth by designated funding sources. Any reimbursable obligations undertaken under this Memorandum of Understanding shall be subject to the availability of funds.

7. **REIMBURSEMENT:** Entities shall invoice the other for work performed on a monthly basis unless otherwise agreed upon within the individual Scope of Work. Reimbursements will be processed within forty-five (45) days of receipt of the invoice. All costs for labor will be based on the current comprehensive rate for staff associated with the individual Scope of Work.

8. **ASSIGNMENT:** Either party may assign or subcontract any portion of the services requested pursuant to this Agreement so long as both parties agree and the entity administering the project gives prior written approval for such assignment or subcontract. This includes use of TCD's Habitat Restoration Field Crew. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement.

9. **INDEMNIFICATION AND LIMITATION OF REMEDIES:**

- A. By Partner organization. Unless otherwise noted in subsequent project-specific Scopes of Work, the partner organization (Partner) shall indemnify and hold the District, its officers, officials, employees and volunteers harmless from claims, injuries, damages, losses or suits including reasonable attorney fees, to the extent caused by the Partner's negligence. In the event of liability caused by or resulting from the concurrent negligence of the Partner and the District, its officers, officials, employees, and volunteers, the partner's liability hereunder shall be only to the extent of the Partner's sole negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Partner'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. Unless otherwise noted in subsequent project-specific Scopes of Work, the District shall indemnify and hold the Partner organization (Partner), 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 Partner 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.

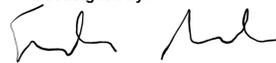
10. **SEVERABILITY:** Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provision.

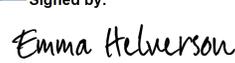
11. **AGREEMENT ALTERATIONS AND AMENDMENTS:** Both parties may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind for each of the respective parties.

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

Thurston Conservation District

Wild Fish Conservancy

DocuSigned by:

3786B0710ADF43B 10/01/2024

Signed by:

2A3CAD668E47463... 10/02/2024

Sarah Moorehead, *Executive Director* /Date

Emma Helverson, *Executive Director* / Date

Thurston Conservation District

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



PERSONAL SERVICES AGREEMENTS:
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 project Scope of Work, (the "Consultant").

The parties agree as follows:

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

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

6. Compliance with Law.

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

7. Contractual Relationship.

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

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

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

9. Indemnification and Limitation of Remedies.

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

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

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

10. Insurance.

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

F. Subcontractors' Insurance

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

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

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

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

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

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

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

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

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

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

**Amendment #2 to Memorandum of Understanding Between
Wild Fish Conservancy and
Thurston Conservation District (TCD)**

Agreement Number: 2025-17



**Appendix B:
Reference Copy of Project Funding Agreement
*Agreement OCBASRP-2325-ThurCD-00042***





Agreement No. OCBASRP-2325-ThurCD-00042

OFFICE OF CHEHALIS BASIN AQUATIC SPECIES RESTORATION PLAN 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:	Chehalis RM 56.5 to 58 Restoration Initialization
Total Cost:	\$150,000.00
Total Eligible Cost:	\$150,000.00
Ecology Share:	\$150,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	08/01/2025
The Expiration Date of this Agreement is no later than:	07/31/2027
Project Type:	Ecology Grant

Project Short Description:

The Chehalis RM 56.5 to 58 Restoration Initialization project addresses the Chehalis Basin Strategy Aquatic Species Restoration through landowner outreach and data collection located in Thurston County. The project focuses on collecting water temperature and assessing habitat conditions in two tributaries likely influenced by groundwater flow from the Scatter Creek Basin—a near-term reach.

Project Long Description:

The Chehalis RM 56.5 to 58 Restoration Initialization project addresses the Chehalis Basin Strategy Aquatic Species Restoration through landowner outreach and data collection located in Thurston County. This project collects data from two tributaries that are likely sustained by groundwater flow from the Scatter Creek Basin—a near-term reach.

Aquatic Species Restoration Program (ASRP) studies have documented the need for thermal refugia and resting habitat

Signed by:

Emma Helmersen

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

nodes for returning salmon on their migration back to the cooler waters of the Skookumchuck and Newaukum rivers, highlighting the importance of restoration actions in this reach.

As part of this effort, the project includes a comprehensive review and synthesis of relevant data and reports to inform planning. Prior to beginning data collection activities, a QAPP addressing water quality data collection and a WDFW cultural resources assessment will be completed.

Data collection will occur in two key tributaries, focusing on water temperature, dissolved oxygen, conductivity, in-stream and riparian habitat conditions, seasonal aquatic species use, and tributary accessibility assessments via stage monitoring. These findings will be compiled into a report to identify priority areas and actions for habitat protection and restoration. Relationship-building with landowner partners and neighboring stakeholders is an integral part of the project, supporting long-term restoration success.

Overall Goal:

The overall goal is to identify, protect, and enhance thermal refugia for aquatic species within the project reach by assessing tributary conditions and developing site-specific protection and restoration strategies. Lessons learned through this project may be transferable and can be applied to other similar sites throughout the Chehalis Basin.

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

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

Physical Address: 582 Tilley Court SE, Suite 152
Tumwater, Washington 98501

Contacts

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

<p>Project Manager</p>	<p>Katrinka Hibler District Engineer</p> <p>582 Tilley Court SE, Suite 152 Tumwater, Washington 98501 Email: katrinka@thurstoncd.com Phone: (360) 878-0591</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>

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Office of Chehalis Basin
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Office of Chehalis Basin
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	<p>Noreen Bolo</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: nobo461@ecy.wa.gov Phone: (564) 250-0352</p>
Financial Manager	<p>Noreen Bolo</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: nobo461@ecy.wa.gov Phone: (564) 250-0352</p>

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

Thurston Conservation District

Signed by:
By:  9/2/2025
AE765DA878884B0...

DocuSigned by:
By:  9/2/2025
3786B0710ADE43B

Jeff Zenk Date
Office of Chehalis Basin
Director

Sarah Moorehead Date
Executive Director

Template Approved to Form by
Attorney General's Office

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

SCOPE OF WORK

Task Number: 1 **Task Cost: \$19,000.00**

Task Title: Grant 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; an EAGL (Ecology Administration of Grants and Loans) recipient close out report; and a two-page Final Report (including photos, if applicable). In the event that 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 document shall be made available to ECOLOGY 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 and 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.

Grant Administration

Deliverables

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

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$131,000.00

Task Title: Planning and Studies

Task Description:

A. The RECIPIENT will carry out the planning and study activities, and submit all required documents to ECOLOGY. These activities will include development of the QAPP, conducting Cultural Resources consultation, purchasing and installing monitoring equipment, procuring a subcontract for Forward Looking Infrared (FLiR) data collection and processing, collecting field data, analyzing data, identifying and prioritizing thermal refugia protection and restoration opportunities, preparing a technical report, and conducting project-related landowner outreach. Required documents include the following:

1. A WDFW-initiated Cultural Resources Consultation.
2. A minimum of one completed Site Assessment and Project Proposal (SAPP) form.
3. A minimum of one signed Landowner Acknowledgment Form.
4. A Quality Assurance Project Plan (QAPP) approved by ECOLOGY.
5. Imagery data produced by the FLiR data collection and processing.
6. A Data Delivery Final Report with a review of existing relevant data and reports, assessment results, and habitat protection and restoration recommendations.

B. The RECIPIENT will purchase equipment for the data collection activities. Materials may include water and air temperature loggers, staff gauges, game cameras, and the required accessories for installation. The total cost of the equipment purchased under this task will not exceed \$5,000. These equipment items will be retained by the RECIPIENT for the intended purpose of the project.

The RECIPIENT will submit product details and costs for all equipment or tool purchases for approval by ECOLOGY prior to purchasing the equipment or tool. This includes documentation on the process used to procure the equipment. No reimbursement will be made for equipment or tools that are not approved by ECOLOGY prior to purchase.

The RECIPIENT shall procure the equipment in accordance with state laws.

Task Goal Statement:

The goal is to conduct landowner outreach, site assessments, data collection and compilation, data analysis, and reporting to identify and prioritize thermal refugia protection and restoration opportunities.

Task Expected Outcome:

A Data Delivery Final Report that incorporates the collected data and provides habitat assessments along with targeted restoration recommendations.

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

Planning and Studies

Deliverables

Number	Description	Due Date
2.1	Upload to EAGL executed contract, interlocal agreement, or memorandum of understanding for subcontract work, including amendments (if applicable).	
2.2	Upload to EAGL the WDFW Cultural Resources Review letter.	
2.3	Upload to EAGL completed Site Assessment and Project Proposal (SAPP) form.	
2.4	Upload to EAGL Signed Landowner Acknowledgement(s). Provide a template agreement to the OCB Project Specialist for approval before obtaining landowner signature for all properties.	
2.5	Upload to EAGL Quality Assurance Project Plan (QAPP) approved by ECOLOGY.	
2.6	Upload to EAGL FLiR data, post-processing, and analysis.	
2.7	Submittal of product details and cost for equipment or tool purchase to ECOLOGY for review.	
2.8	Documentation of the procurement process for subcontractor work and equipment purchase.	
2.9	Upload to EAGL Data Delivery Final Report with habitat enhancement and restoration recommendations.	

State of Washington Department of Ecology

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 Recipient Name: Thurston Conservation District

BUDGET

Funding Distribution EG260084

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: OCB 2325 HRP Funding Type: Grant
 Funding Effective Date: 08/01/2025 Funding Expiration Date: 07/31/2027

Funding Source:

Title: State Building Construction Account (SBCA)

Fund: FD

Type: State

Funding Source %: 100%

Description: 2023-2025 appropriation for the Chehalis Basin Strategy

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

OCB 2325 HRP	Task Total
Grant Administration	\$ 19,000.00
Planning and Studies	\$ 131,000.00

Total: \$ 150,000.00

State of Washington Department of Ecology

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Recipient Name: Thurston Conservation District

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
OCB 2325 HRP	0.00 %	\$ 0.00	\$ 150,000.00	\$ 150,000.00
Total		\$ 0.00	\$ 150,000.00	\$ 150,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

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.
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.

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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.frs.gov <http://www.frs.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 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.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- 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.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and 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.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such 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

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

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

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

22. RECORDS, AUDITS, AND INSPECTIONS

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.

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

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

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. 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

Certificate Of Completion

Envelope Id: 51F92ACA-625C-43DC-B236-FE1936CF0E97

Status: Completed

Subject: Complete with Docusign: WFCMOUAmend2.pdf

Source Envelope:

Document Pages: 37

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

TCD Administration

AutoNav: Enabled

2918 Ferguson St SW Suite A

Envelopeld Stamping: Enabled

A

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Tumwater, WA 98512-6187

TCDAdmin@thurstoncd.com

IP Address: 50.190.7.201

Record Tracking

Status: Original

Holder: TCD Administration

Location: DocuSign

9/10/2025 12:04:13 PM

TCDAdmin@thurstoncd.com

Signer Events

Emma Helverson

emma@wildfishconservancy.org

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

Emma Helverson
2A3CAD668E47463...

Signature Adoption: Pre-selected Style

Using IP Address: 67.183.49.14

Timestamp

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Viewed: 9/12/2025 9:49:47 AM

Signed: 9/24/2025 10:25:57 AM

Electronic Record and Signature Disclosure:

Accepted: 9/12/2025 9:49:47 AM

ID: 44356d02-e116-402a-90fa-18d85f87c0f4

Sarah Moorehead

smoorehead@thurstoncd.com

Executive Director

Thurston Conservation District

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Sarah Moorehead
3786B0710ADF43B...

Signature Adoption: Drawn on Device

Using IP Address:

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Signed using mobile

Sent: 9/10/2025 12:09:27 PM

Viewed: 9/10/2025 12:11:57 PM

Signed: 9/10/2025 12:12:04 PM

Electronic Record and Signature Disclosure:

Accepted: 9/10/2025 12:11:57 PM

ID: 3721647b-f4d5-4134-a163-9ee94866c6a2

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	9/10/2025 12:11:57 PM
Signing Complete	Security Checked	9/10/2025 12:12:04 PM
Completed	Security Checked	9/24/2025 10:25:57 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Thurston Conservation District:

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

To contact us by email send messages to: TCDadmin@thurstoncd.com

To advise Thurston Conservation District of your new email address

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

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

To request paper copies from Thurston Conservation District

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

To withdraw your consent with Thurston Conservation District

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

**Amendment #2 to Memorandum of Understanding Between
Wild Fish Conservancy and
Thurston Conservation District (TCD)**



Agreement Number: 2025-17

Project Name: Chehalis Tributary Data Collection
(Professional Services in support of WA Dept of Ecology Agreement)

Thurston Conservation District:

Project Manager: Katrinka Hibler, katrinka@thurstoncd.com 360-878-0591

Wild Fish Conservancy:

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

Scope of Work

Description:

Amendment #2 to this MOU covers work to be completed by Wild Fish Conservancy in support of the grant-funded project, "Chehalis Tributary Data Collection" aka Chehalis RM 56.5 to 58 Restoration Initialization. Thurston Conservation District will coordinate implementation of this project, which is administered by the WA Department of Ecology via Agreement OCBASRP-2325-ThurCD-00042. 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 1. Project administration, project management, meetings.

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

Budget: Not to exceed \$105,000.

- Task 1 - \$7000
- Task 2- \$98000

Duration: August 1, 2025 through July 31, 2027.

Signed by:

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Emma Helverson
 Executive Director
 Wild Fish Conservancy

Date

DocuSigned by:

 3786B0710ADE43B...

Sarah Moorehead
 Executive Director
 Thurston Conservation District

Date

**Amendment #2 to Memorandum of Understanding Between
Wild Fish Conservancy and
Thurston Conservation District (TCD)**

Agreement Number: 2025-17



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

**MEMORANDUM OF UNDERSTANDING BETWEEN
THURSTON CONSERVATION DISTRICT AND Wild Fish Conservancy**

This Memorandum of Understanding is made and entered into by **Thurston Conservation District (TCD)**, having its principal offices at 582 Tilley Court SE, Suite 152, Tumwater, WA 98501 and **Wild Fish Conservancy**, having its principal offices at 15629 Main St NE, Duvall, WA 98019.

Whereas, TCD is a subdivision of the state organized under Chapter 89.08 RCW for the purpose of administering programs developed to conserve natural resources; and

Whereas, Wild Fish Conservancy is an organization likewise committed to conservation of natural resources; and

Whereas, both organizations recognize that by taking cooperative and coordinated action they can improve the overall quality, efficacy, and economy of their programs; and

Whereas, either organization may benefit from project-specific support that can be provided by the other entity; and that both TCD and Wild Fish Conservancy will benefit by cooperating on projects in this manner.

Now, therefore, in consideration of the mutual benefits to be derived from this agreement, TCD and **Wild Fish Conservancy** do hereby agree as follows:

1. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to provide for cooperation between TCD and Wild Fish Conservancy on projects administered by either entity that involve work for common objectives and/or for reimbursement. The requested work shall be associated with restoration, conservation, mitigation or related project-specific activities sponsored by either organization.

2. **ADMINISTRATION OF AGREEMENT:** No separate or joint entity is being created by this Agreement. Rather TCD and Wild Fish Conservancy will each have a contract representative who will administer the agreement for each party. A party may change its representative upon providing written notice to the other party. The representatives are as follows:

<p><u>TCD Contract Representative</u> Sarah Moorehead, Executive Director Thurston Conservation District 582 Tilley Court SE, Suite 152 Tumwater, WA 98501 360-754-3588 smoorehead@thurstoncd.com</p>	<p><u>Wild Fish Conservancy Contract Representative</u> Emma Helverson Executive Director Wild Fish Conservancy PO Box 402, Duvall WA 98019 484-788-1174 emma@wildfishconservancy.org</p>
--	--

3. **DURATION OF AGREEMENT:** This agreement shall take effect upon the execution of the agreement by both TCD and Wild Fish Conservancy and shall remain in place until terminated by either party.

4. **TERMINATION OF AGREEMENT:** Either TCD or Wild Fish Conservancy may terminate this agreement by giving thirty (30) calendar days written notice to the other party. Written notice by email is acceptable.

Signed by:

Emma Helverson

5. PROCESS FOR REQUESTS FOR WORK: When either party desires to obtain work from the other organization pursuant to this agreement, the following process shall be used:

- a. The organization shall make a request for work in writing. A Scope of Work detailing deliverables, timeline, budget, and any associated tasks will be developed for each unique project as an amendment to this Memorandum of Understanding.
- b. The partnering organization will review the request and will assess feasibility, schedule, budget and other details regarding the scope and cost of the requested work. The party receiving a request for services will decide whether the requested scope of work will be accepted.
- c. Once the Scope of Work is accepted, as submitted or amended, the request will be forwarded to the other organization's Contract Representative for approval.
- d. If all parties approve the work request, the partnering organization or its contractor will perform the requested work according to the agreed upon terms.

6. FINANCIAL RESPONSIBILITY: The requesting entity shall approve all costs of the partner's implementation of the scope of work, according to any and all parameters agreed upon by both parties, or set forth by designated funding sources. Any reimbursable obligations undertaken under this Memorandum of Understanding shall be subject to the availability of funds.

7. REIMBURSEMENT: Entities shall invoice the other for work performed on a monthly basis unless otherwise agreed upon within the individual Scope of Work. Reimbursements will be processed within forty-five (45) days of receipt of the invoice. All costs for labor will be based on the current comprehensive rate for staff associated with the individual Scope of Work.

8. ASSIGNMENT: Either party may assign or subcontract any portion of the services requested pursuant to this Agreement so long as both parties agree and the entity administering the project gives prior written approval for such assignment or subcontract. This includes use of TCD's Habitat Restoration Field Crew. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement.

9. INDEMNIFICATION AND LIMITATION OF REMEDIES:

- A. By Partner organization. Unless otherwise noted in subsequent project-specific Scopes of Work, the partner organization (Partner) shall indemnify and hold the District, its officers, officials, employees and volunteers harmless from claims, injuries, damages, losses or suits including reasonable attorney fees, to the extent caused by the Partner's negligence. In the event of liability caused by or resulting from the concurrent negligence of the Partner and the District, its officers, officials, employees, and volunteers, the partner's liability hereunder shall be only to the extent of the Partner's sole negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Partner'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. Unless otherwise noted in subsequent project-specific Scopes of Work, the District shall indemnify and hold the Partner organization (Partner), 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 Partner 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.

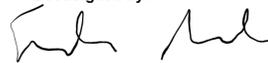
10. **SEVERABILITY:** Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provision.

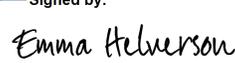
11. **AGREEMENT ALTERATIONS AND AMENDMENTS:** Both parties may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind for each of the respective parties.

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

Thurston Conservation District

Wild Fish Conservancy

DocuSigned by:

3786B0710ADF43B 10/01/2024

Signed by:

2A3CAD668E47463... 10/02/2024

Sarah Moorehead, *Executive Director* /Date

Emma Helverson, *Executive Director* / Date

Thurston Conservation District

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



PERSONAL SERVICES AGREEMENTS:
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 project Scope of Work, (the "Consultant").

The parties agree as follows:

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

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

6. Compliance with Law.

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

7. Contractual Relationship.

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

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

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

9. Indemnification and Limitation of Remedies.

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

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

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

10. Insurance.

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

F. Subcontractors' Insurance

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

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

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

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

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

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

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

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

**Amendment #2 to Memorandum of Understanding Between
Wild Fish Conservancy and
Thurston Conservation District (TCD)**

Agreement Number: 2025-17



**Appendix B:
Reference Copy of Project Funding Agreement
*Agreement OCBASRP-2325-ThurCD-00042***





Agreement No. OCBASRP-2325-ThurCD-00042

OFFICE OF CHEHALIS BASIN AQUATIC SPECIES RESTORATION PLAN 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:	Chehalis RM 56.5 to 58 Restoration Initialization
Total Cost:	\$150,000.00
Total Eligible Cost:	\$150,000.00
Ecology Share:	\$150,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	08/01/2025
The Expiration Date of this Agreement is no later than:	07/31/2027
Project Type:	Ecology Grant

Project Short Description:

The Chehalis RM 56.5 to 58 Restoration Initialization project addresses the Chehalis Basin Strategy Aquatic Species Restoration through landowner outreach and data collection located in Thurston County. The project focuses on collecting water temperature and assessing habitat conditions in two tributaries likely influenced by groundwater flow from the Scatter Creek Basin—a near-term reach.

Project Long Description:

The Chehalis RM 56.5 to 58 Restoration Initialization project addresses the Chehalis Basin Strategy Aquatic Species Restoration through landowner outreach and data collection located in Thurston County. This project collects data from two tributaries that are likely sustained by groundwater flow from the Scatter Creek Basin—a near-term reach.

Aquatic Species Restoration Program (ASRP) studies have documented the need for thermal refugia and resting habitat

Signed by:

Emma Helmersen

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

nodes for returning salmon on their migration back to the cooler waters of the Skookumchuck and Newaukum rivers, highlighting the importance of restoration actions in this reach.

As part of this effort, the project includes a comprehensive review and synthesis of relevant data and reports to inform planning. Prior to beginning data collection activities, a QAPP addressing water quality data collection and a WDFW cultural resources assessment will be completed.

Data collection will occur in two key tributaries, focusing on water temperature, dissolved oxygen, conductivity, in-stream and riparian habitat conditions, seasonal aquatic species use, and tributary accessibility assessments via stage monitoring. These findings will be compiled into a report to identify priority areas and actions for habitat protection and restoration. Relationship-building with landowner partners and neighboring stakeholders is an integral part of the project, supporting long-term restoration success.

Overall Goal:

The overall goal is to identify, protect, and enhance thermal refugia for aquatic species within the project reach by assessing tributary conditions and developing site-specific protection and restoration strategies. Lessons learned through this project may be transferable and can be applied to other similar sites throughout the Chehalis Basin.

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

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

Physical Address: 582 Tilley Court SE, Suite 152
Tumwater, Washington 98501

Contacts

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

<p>Project Manager</p>	<p>Katrinka Hibler District Engineer</p> <p>582 Tilley Court SE, Suite 152 Tumwater, Washington 98501 Email: katrinka@thurstoncd.com Phone: (360) 878-0591</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>

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Office of Chehalis Basin
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Office of Chehalis Basin
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	<p>Noreen Bolo</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: nobo461@ecy.wa.gov Phone: (564) 250-0352</p>
Financial Manager	<p>Noreen Bolo</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: nobo461@ecy.wa.gov Phone: (564) 250-0352</p>

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

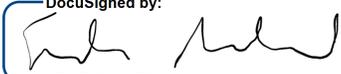
This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

Thurston Conservation District

Signed by: 
By: AE765DA878884B0... 9/2/2025

DocuSigned by: 
By: 3786B0710ADE43B 9/2/2025

Jeff Zenk Date
Office of Chehalis Basin
Director

Sarah Moorehead Date
Executive Director

Template Approved to Form by
Attorney General's Office

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

SCOPE OF WORK

Task Number: 1 **Task Cost: \$19,000.00**

Task Title: Grant 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; an EAGL (Ecology Administration of Grants and Loans) recipient close out report; and a two-page Final Report (including photos, if applicable). In the event that 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 document shall be made available to ECOLOGY 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 and 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.

Grant Administration

Deliverables

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

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$131,000.00

Task Title: Planning and Studies

Task Description:

A. The RECIPIENT will carry out the planning and study activities, and submit all required documents to ECOLOGY. These activities will include development of the QAPP, conducting Cultural Resources consultation, purchasing and installing monitoring equipment, procuring a subcontract for Forward Looking Infrared (FLiR) data collection and processing, collecting field data, analyzing data, identifying and prioritizing thermal refugia protection and restoration opportunities, preparing a technical report, and conducting project-related landowner outreach. Required documents include the following:

1. A WDFW-initiated Cultural Resources Consultation.
2. A minimum of one completed Site Assessment and Project Proposal (SAPP) form.
3. A minimum of one signed Landowner Acknowledgment Form.
4. A Quality Assurance Project Plan (QAPP) approved by ECOLOGY.
5. Imagery data produced by the FLiR data collection and processing.
6. A Data Delivery Final Report with a review of existing relevant data and reports, assessment results, and habitat protection and restoration recommendations.

B. The RECIPIENT will purchase equipment for the data collection activities. Materials may include water and air temperature loggers, staff gauges, game cameras, and the required accessories for installation. The total cost of the equipment purchased under this task will not exceed \$5,000. These equipment items will be retained by the RECIPIENT for the intended purpose of the project.

The RECIPIENT will submit product details and costs for all equipment or tool purchases for approval by ECOLOGY prior to purchasing the equipment or tool. This includes documentation on the process used to procure the equipment. No reimbursement will be made for equipment or tools that are not approved by ECOLOGY prior to purchase.

The RECIPIENT shall procure the equipment in accordance with state laws.

Task Goal Statement:

The goal is to conduct landowner outreach, site assessments, data collection and compilation, data analysis, and reporting to identify and prioritize thermal refugia protection and restoration opportunities.

Task Expected Outcome:

A Data Delivery Final Report that incorporates the collected data and provides habitat assessments along with targeted restoration recommendations.

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

Planning and Studies

Deliverables

Number	Description	Due Date
2.1	Upload to EAGL executed contract, interlocal agreement, or memorandum of understanding for subcontract work, including amendments (if applicable).	
2.2	Upload to EAGL the WDFW Cultural Resources Review letter.	
2.3	Upload to EAGL completed Site Assessment and Project Proposal (SAPP) form.	
2.4	Upload to EAGL Signed Landowner Acknowledgement(s). Provide a template agreement to the OCB Project Specialist for approval before obtaining landowner signature for all properties.	
2.5	Upload to EAGL Quality Assurance Project Plan (QAPP) approved by ECOLOGY.	
2.6	Upload to EAGL FLiR data, post-processing, and analysis.	
2.7	Submittal of product details and cost for equipment or tool purchase to ECOLOGY for review.	
2.8	Documentation of the procurement process for subcontractor work and equipment purchase.	
2.9	Upload to EAGL Data Delivery Final Report with habitat enhancement and restoration recommendations.	

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

BUDGET

Funding Distribution EG260084

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: OCB 2325 HRP Funding Type: Grant

Funding Effective Date: 08/01/2025 Funding Expiration Date: 07/31/2027

Funding Source:

Title: State Building Construction Account (SBCA)

Fund: FD

Type: State

Funding Source %: 100%

Description: 2023-2025 appropriation for the Chehalis Basin Strategy

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

OCB 2325 HRP	Task Total
Grant Administration	\$ 19,000.00
Planning and Studies	\$ 131,000.00

Total: \$ 150,000.00

State of Washington Department of Ecology

Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
OCB 2325 HRP	0.00 %	\$ 0.00	\$ 150,000.00	\$ 150,000.00
Total		\$ 0.00	\$ 150,000.00	\$ 150,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

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.
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.

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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.fsr.gov <http://www.fsr.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 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.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- 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.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and 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.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such 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

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

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22. RECORDS, AUDITS, AND INSPECTIONS

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

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Agreement No: OCBASRP-2325-ThurCD-00042

Project Title: Chehalis RM 56.5 to 58 Restoration Initialization

Recipient Name: Thurston Conservation District

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. 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

Certificate Of Completion

Envelope Id: 51F92ACA-625C-43DC-B236-FE1936CF0E97

Status: Completed

Subject: Complete with Docusign: WFCMOUAmend2.pdf

Source Envelope:

Document Pages: 37

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

TCD Administration

AutoNav: Enabled

2918 Ferguson St SW Suite A

Envelopeld Stamping: Enabled

A

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Tumwater, WA 98512-6187

TCDAdmin@thurstoncd.com

IP Address: 50.190.7.201

Record Tracking

Status: Original

Holder: TCD Administration

Location: DocuSign

9/10/2025 12:04:13 PM

TCDAdmin@thurstoncd.com

Signer Events

Emma Helverson

emma@wildfishconservancy.org

Security Level: Email, Account Authentication (None)

Signature

Signed by:

Emma Helverson
2A3CAD668E47463...

Timestamp

Sent: 9/10/2025 12:09:28 PM

Viewed: 9/12/2025 9:49:47 AM

Signed: 9/24/2025 10:25:57 AM

Signature Adoption: Pre-selected Style

Using IP Address: 67.183.49.14

Electronic Record and Signature Disclosure:

Accepted: 9/12/2025 9:49:47 AM

ID: 44356d02-e116-402a-90fa-18d85f87c0f4

Sarah Moorehead

smoorehead@thurstoncd.com

Executive Director

Thurston Conservation District

Security Level: Email, Account Authentication (None)

DocuSigned by:

Sarah Moorehead
3786B0710ADF43B...

Sent: 9/10/2025 12:09:27 PM

Viewed: 9/10/2025 12:11:57 PM

Signed: 9/10/2025 12:12:04 PM

Signature Adoption: Drawn on Device

Using IP Address:

2601:603:4800:7f10:ff94:d486:7bee:47a6

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 9/10/2025 12:11:57 PM

ID: 3721647b-f4d5-4134-a163-9ee94866c6a2

In Person Signer Events

Signature

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Editor Delivery Events

Status

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Agent Delivery Events

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Intermediary Delivery Events

Status

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Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

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Witness Events

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Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/10/2025 12:09:28 PM
Certified Delivered	Security Checked	9/10/2025 12:11:57 PM
Signing Complete	Security Checked	9/10/2025 12:12:04 PM
Completed	Security Checked	9/24/2025 10:25:57 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Thurston Conservation District:

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

To contact us by email send messages to: TCDadmin@thurstoncd.com

To advise Thurston Conservation District of your new email address

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

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

To request paper copies from Thurston Conservation District

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

To withdraw your consent with Thurston Conservation District

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title: RCO Thompson Creek Salmon Recovery Funding Agreement	
Lead Staff: Joey Burgess	Board Meeting Date: 01/28/26
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 project aims to develop final designs for in-water work (Engineered log jams, Post Assisted Log Structures, Beaver Dam Analogues) as well as riparian restoration. The in-water work encompasses ~2000 linear ft of Thompson Creek (a tributary to the Skookumchuck River) and the riparian restoration encompasses 11 acres. The site is remote with no surrounding development. Thurston County completed a culvert replacement just downstream on Thompson Creek Rd which opens up 10 miles of upstream habitat for Coho and Winter Steelhead rearing and spawning.</p>	
Pros: -Amazing, habitat focused landowner who is open to major restoration work that can be ongoing beyond this project scope -The timing with the county culvert replacement just downstream -Complements other work occurring on Skookumchuck -Lack of development in the area	Cons: -Remote nature of site leads to risk of leaving equipment on site (theft is common in this area) -The project is not occurring on the mainstem of the Skookumchuck River -Heavy Reed canary grass infestation will make establishing riparian plants difficult
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>	
The majority of the costs associated will go to contractors to create designs. Other costs cover TCD salaries of project manager (Joey) and engineer (Katrinka). 25% is allocated to administrative salaries & overhead.	
Recommended Action:	<i>What decision do you recommend the board make?</i>
I recommend approval so we can get started!	
Legal Review:	<input type="checkbox"/> Yes <input checked="" 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>	
25-1078 Agreement - Thompson Creek at RM 3.5 (RCO Contract which includes Terms & Conditions) (pdf)	
Scope of Work - Thompson Creek RM3.5 (pdf)	



Exhibit A – Scope of Work

Thompson Creek at RM 3.5 Habitat Design Project

1. Purpose

This Scope of Work defines the professional services required to complete final design and permitting for the Thompson Creek at RM 3.5 Habitat Design Project, funded through the Salmon Recovery Funding Board (SRFB) and administered by the Recreation and Conservation Office (RCO).

2. Scope

Task 1 – Project Management and Coordination

- Coordinate with Thurston Conservation District (TCD), RCO, SRFB staff, and technical advisors.
- Participate in project meetings and provide progress updates as requested.
- Prepare materials for SRFB and RCO reviews.

Task 2 – Data Review and Site Assessment

- Review existing site data, surveys, restoration plans, and grant application materials.
- Conduct site reconnaissance to inform design development.

Task 3 – Conceptual Design

- Develop conceptual design alternatives for instream and floodplain restoration.
- Prepare a conceptual riparian planting plan including buffer widths, species list, and planting densities.
- Prepare a technical memorandum documenting alternatives analysis and rationale for the selected alternative.
- Support SRFB conceptual design review and incorporate comments.

Task 4 – Preliminary Design

- Advance the selected alternative to preliminary design.
- Develop layouts for large woody debris placement, floodplain reconnection, and riparian restoration.
- Prepare preliminary drawings and design details sufficient to support permitting.

Task 5 – Cultural Resources and Permitting Support

- Coordinate with cultural resources specialists to support compliance with Executive Order 21-02.
- Support permit application preparation and agency coordination as required.

Task 6 – Final Design

- Prepare final design drawings, specifications, and engineer’s or professional cost estimates.
- Submit final design materials to TCD and RCO consistent with RCO Manual 18 requirements.

3. Deliverables

- Technical memorandum documenting conceptual design alternatives and selected approach.
- Conceptual riparian planting plan.
- Preliminary design drawings and supporting materials.
- Permit-ready documentation as applicable.
- Final design drawings, specifications, and cost estimates.

4. Schedule and Milestones

Work shall be performed within the project period of performance of September 16, 2025 through September 15, 2027. Deliverables and reviews shall align with RCO-approved project milestones, including SRFB conceptual design review and final design submittal deadlines.

5. Standards and Compliance

All work shall comply with applicable federal, state, and local laws and regulations, including but not limited to RCO Manual 18, SRFB policies, and cultural resource protection requirements. Deliverables shall be suitable for RCO reimbursement and audit review.

6. Out of Scope

Construction, construction oversight, long-term monitoring, and post-construction maintenance are not included in this Scope of Work unless authorized by written amendment to the contract.



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title: WA State Department of Ecology Riverbend Ranch Funding Agreement	
Lead Staff: Mara Healy	Board Meeting Date: 01/28/26
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 Riverbend Ranch Reach Design & Construction was approved by the Chehalis Basin Board on March 27, 2022 and is administered by the Recreation and Conservation Office (RCO) through PRISM agreement #22-1548. Through a cooperative agreement, the Office of Chehalis Basin is transferring this project to ECOLOGY for ongoing administration and fiscal management. This contract focuses on the remaining scope of work originally approved and contracted.</p>	
Pros: Complete project scope of work as contracted.	Cons: None.
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>	
Overhead is included.	
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>	
ECY Funding Agreement	





Agreement **OCBASRP-2325-ThurCD-00024**

OFFICE OF CHEHALIS BASIN 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, the activities described herein.

General Information

Project Title: **Riverbend Ranch Reach Design & Construction**

Total Cost: \$8,098,839

Total Eligible Cost: \$1,771,770.52

Recipient Share: \$ 0

The Effective Date of this Agreement is: November 1, 2025

The Expiration Date of this Agreement is no later than: June 30, 2027

Project Type: CBS ASRP – Habitat

Project Short Description: (500-character limit, includes spaces)

The Riverbend Ranch Reach Design & Construction was approved by the Chehalis Basin Board on March 27, 2022 and is administered by the Recreation and Conservation Office (RCO) through PRISM agreement #22-1548. Through a cooperative agreement, the Office of Chehalis Basin is transferring this project to ECOLOGY for ongoing administration and fiscal management. This

project focuses on Chehalis Basin Strategy aquatic species restoration, with activities located in Thurston County.

Project Long Description: (4000-character limit including spaces)

The Riverbend Ranch Reach Design & Construction was approved by the Chehalis Basin Board on March 27, 2022 and is administered by the Recreation and Conservation Office (RCO) through PRISM agreement #22-1548. Through a cooperative agreement, the Office of Chehalis Basin is transferring this project to ECOLOGY for ongoing administration and fiscal management. This project focuses on Chehalis Basin Strategy aquatic species restoration, with activities located in Thurston County.

Thurston Conservation District has been working with the Jensen family since 2014 to restore and manage natural resources on Riverbend Ranch. Active work on project development began in 2017, including fish passage improvement scoping and design, riparian restoration and invasive species control planning and technical assistance, and has culminated in the 2021 Project Development ASRP grant we were awarded. Our project development approach is collaborative and holistic, with project element design informed by aquatic species priorities, agricultural viability, land management techniques and partner collaboration. This approach allows us to create a holistic suite of project opportunities and create a system of natural resources management that meets ASRP and landowner goals, ensuring the longevity and success of the project.

Overall Goal: (1000-character limit including spaces)

The goal is to complete the project initiated through RCO 22-1548.

Recipient Information

Organization Name:	Thurston Conservation District
Mailing Address:	582 Tilley Court SE, Suite 152, Tumwater, WA 98501
Physical Address:	582 Tilley Court SE, Suite 152, Tumwater, WA 98501

Recipient Contacts

Project Manager	Mara Healy
	Senior Habitat Restoration Specialist
	582 Tilley Court SE, Suite 152
	Tumwater, WA 98501
	mhealy@thurstoncd.com
	(360) 999-0464

Authorized Signatory	Sarah Moorehead
	Executive Director
	582 Tilley Court SE, Suite 152
	Tumwater, WA 98501
	smoorehead@thurstoncd.com
	(360) 754-3588

Billing Contact	Yan Dong
	Finance & Administration Director
	582 Tilley Court SE, Suite 152
	Tumwater, WA 98501
	ydong@thurstoncd.com
	360-999-3754

Ecology Information

Mailing Address	Department of Ecology Office of Chehalis Basin PO BOX 47600 Olympia, WA 98504-7600
------------------------	---

Physical Address	Department of Ecology 300 Desmond Drive SE Lacey, WA 98503
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Ecology Contacts

OCB Project Specialist/Financial Manager	Noreen Bolo
	PO BOX 47600
	Olympia, WA 98504-7600
	Noreen.bolo@ecy.wa.gov
	(564) 250-0352

Authorizing Signatures

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

Washington State Department of Ecology

Thurston Conservation District

_____ [DATE]

_____ [DATE]

Jeff Zenk, Director of Office of Chehalis Basin

Sarah Moorehead, Executive Director

SCOPE OF WORK

Task Number: 1

Task Cost: \$ 0

Task Title: Grant 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; an EAGL (Ecology Administration of Grants and Loans) recipient close out report; and a two-page Final Report (including photos, if applicable. In the event that 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 document shall be made available to ECOLOGY 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 and 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.

Grant and Loan Administration Deliverables

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

SCOPE OF WORK

Task Number: 2

Task Cost: \$1,771,770.52

Task Title: Design and Construction

Task Description:

The RECIPIENT will complete the RCO Funding Agreement Scope of Work initiated in Recreation and Conservation Office (RCO) funding agreement #22-1548.

Identified Deliverables to be completed:

- Transfer of all project documentation from RCO PRISM to EGY EAGL, including Landowner Agreements and Permits relevant to continued restoration work.
- Complete scope of Revegetation Work-- This includes establishment of conservation and riparian plantings, fencing and access control, management of invasive species, stewardship activities, and project effectiveness monitoring and adaptive management as necessary.

- Complete adaptive management actions, as necessary, to ensure floodplain and in-river actions function as designed and intended.
- Complete Outreach & Education Work (Ex. Project tours, presentations, and updates. Respond to questions and requests about the project.)
- Upload to EAGL Final Design Documents
- Upload to EAGL As-built Design Documents

Task Goal Statement:

Complete project Scope of Work initiated in Recreation and Conservation Office (RCO) funding agreement #22-1548.

Task Expected Outcome:

Completed all project components initiated in Recreation and Conservation Office (RCO) funding agreement #22-1548.

Design & Construction Deliverables

Number	Description
2.1	Upload to EAGL Copy of RCO #22-1548 funding agreement and all associated amendments, including the signed Landowner Agreement, WDFW Cultural Resources Review Final Consultation Letter, and IDP for the site prior to project installation (do NOT upload any other cultural resources related documents to EAGL).
2.2	Upload to EAGL Contract documents, if applicable. Upload to EAGL and notify OCB PM when upload is complete.
2.3	Restoration Work
2.4	Education & Outreach Work
2.5	Upload to EAGL Final Design
2.6	Upload to EAGL As-builts Design

▲ Project Milestones

Milestone Name	Target Date	Description
Project Start	03/28/2022	
Progress Report Due	09/30/2022	
Other	10/31/2022	Conceptual Design: ASRP Steering Committee Review and Approval
Other	11/14/2022	Approved conceptual design attached in PRISM
Progress Report Due	12/31/2022	
Progress Report Due	03/31/2023	
Cultural Resources	04/15/2023	see special condition
Progress Report Due	06/30/2023	
Annual Project Billing Due	06/30/2023	
Other	07/31/2023	Preliminary Design: ASRP Steering Committee Review and Approval
Preliminary Design to RCO	07/31/2023	approved design attached in PRISM
Restoration Started	07/31/2023	habitat and floodplain
Landowner Agreement to RCO	08/01/2023	to cover fish passage construction
Restoration Started	08/01/2023	fish passage
Permits Complete	10/02/2023	
Restoration Complete	10/31/2023	fish passage
Other	12/01/2023	Final Design: ASRP Steering Committee Review and Approval
Final Design to RCO	12/15/2023	approved design attached in PRISM
Progress Report Due	12/31/2023	
Landowner Agreement to RCO	03/27/2024	sponsor may amend existing landowner agreement to add river and floodplain restoration project elements.
Progress Report Due	06/30/2024	
Annual Project Billing Due	06/30/2024	
Progress Report Due	12/31/2024	
Progress Report Due	06/30/2025	
Annual Project Billing Due	06/30/2025	
Progress Report Due	12/31/2025	
Progress Report Due	06/30/2026	
Annual Project Billing Due	06/30/2026	
Restoration Complete	10/31/2026	habitat and floodplain
Progress Report Due	12/31/2026	
RCO Final Inspection	05/31/2027	
Agreement End Date	06/30/2027	
Other	06/30/2027	as-built designs attached to PRISM
Final Report Due	09/30/2027	
Final Report Due	09/30/2027	

BUDGET SUMMARY

Funding Distribution

Funding Title: OCBASRP [25-27] HRP

Funding Type: Grant

Funding Effective Date: November 1, 2025

Funding Expiration Date: June 30, 2027

Funding Source: Capital State Building Construction [25-27]

Recipient Match %: 0

In Kind Interlocal Allowed: NO

In Kind Other Allowed: NO

Is this Funding Distribution used to match a federal grant? NO

Indirect Rate: 25%

Scope of Work Budget Summary

Task Number	Recipient Share %	Ecology Share %	Task Total \$
1. Grant Administration	0	100	\$0
2. Design and Construction	0	100	\$1,771,770.52
Total			\$1,771,770.52

TERMS AND CONDITIONS

Please read the full Terms and Conditions in the [Aquatic Species Restoration Program \(ASRP\) Grant Program Funding Guidelines](#). Any questions should be discussed with your Ecology Project Team during negotiations, prior to signature.

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1. DEFINITIONS

General Terms and Conditions for all Ecology Grants and Loans

Item

6



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title: Resolution #2026-01: Cost of Living Adjustment	
Lead Staff: Susan Shelton	Board Meeting Date: 01/28/26
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>
Effective January 1, 2026, all staffing position salaries will be adjusted by 5.25%, in accordance with the 2025-27 Collective Bargaining Agreement, TCD Policy 3.1.7 and passage of this resolution.	
Pros: Required as part of the CBA. Budgeted for in the 2026 Budget.	Cons: Additional costs.
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>	
The COLA is covered in staff comp rates for project employees; The 2026 Unrestricted Budget includes the COLA for administrative employees.	
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>	
TCD Resolution #2026-01 2026 Cost of Living Adjustment	



Thurston Conservation District

Resolution #2026-01: Cost of Living Adjustment



**A RESOLUTION OF THE THURSTON CONSERVATION DISTRICT
PROVIDING FOR A COST-OF-LIVING ADJUSTMENT (COLA)**

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

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

WHEREAS, the approved 2026 TCD Budget included a 5.25% COLA increase for all staff positions.

THEREFORE, BE IT RESOLVED BY THE BOARD OF THE THURSTON CONSERVATION DISTRICT, AS FOLLOWS:

Effective January 1, 2026, all staffing position salaries will be adjusted by 5.25%, in accordance with the 2025-27 Collective Bargaining Agreement, TCD Policy 3.1.7 and passage of this resolution.

ADOPTED BY THE BOARD OF THE THURSTON CONSERVATION DISTRICT ON JANUARY 28, 2026.

TJ Johnson, Board Chair

Marianne Tompkins, Vice Chair

Jennifer Colvin, Board Member

Doug Rushton, Board Member

David Iyall, Board Auditor

ATTEST:

Sarah Moorehead, Executive Director

Item

7



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

February 25, 2026, 5:00 pm - 8:10 pm

Zoom Meeting Link:

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

Passcode: 2918

Meeting ID: 916 5857 7844

Call in: 1-253-215-8782

Work Session Topic List

5:00 pm – 6:00 pm

1. Topic List Review, All
2. Staff Presentation: Overview of TCD’s Growing Habitat Program, *Paul Cereghino*
3. Community Partner Presentation, *TBD*
4. Conservation and Education Center (CEC) Development, *All*
5. Important Updates & Announcements
 - a. Board of Supervisors, *All*
 - b. Executive Director, *Sarah Moorehead (Executive Director)*

Board Meeting

6:30 pm – 8:10 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. January 28, 2026, Board Work Session & Meeting Minutes | <i>5 minutes</i> |
| B. February 2026 Financial Report | |
| 4. Wildlife Farmer of the Year Award Recognition: Riverbend Ranch | 6:45 PM
<i>15 minutes</i> |
| 5. Land Steward of the Year Award: Betsie DeWreede | 7:00 PM
<i>15 minutes</i> |
| 6. Public Comment | 7:15 PM |
| *Three minutes per person | <i>10 minutes</i> |
| 7. Partner Reports (if present) | 7:25 PM |

- A. Natural Resources Conservation Service, (NRCS) *TBD* *15 minutes*
- B. Washington State Conservation Commission (WSCC), *Josh Giuntoli*
- C. Washington Association of Conservation Districts (WACD), *Sarah Moorehead*

- 8. Governance, All – Action Item** **7:40 PM**
 - A. March 25, 2026 Work Session Topic List & Meeting Agenda Development *10 minutes*

- 9. Executive Session: To consider the selection of a site or the acquisition of real estate** **7:50 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.

15 minutes

- 10. Executive Session Report Out – Action Item** **8:05 PM**

5 minutes

- Adjourn** **8:10 PM**

Informational Only Items:

- I. Executive Director’s Report*
- II. February Ecology Nonpoint Newsletter*

Important Future Dates

March 2026

- Native Plant Festival & Sale, Thurston County Fairgrounds March 7
- Billy Frank Jr. Annual Celebration, Timberline High School March 19
- Student Green Congress, The Evergreen State College March 19
- TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom) March 25

April 2026

- TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom) April 22
- 2026 South Puget Sound Regional Envirothon Competition April 23-4

May 2026

- TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom) May 27

Informational Items



Executive Director's Report

Sarah Moorehead – Executive Director

January 28, 2026

Priority Initiative Updates

Legislative Session Outreach and Updates

Important Legislative Session Dates:

February 4 – Policy Committee Cutoff – House of Origin
February 9 – Fiscal Committee Cutoff – House of Origin
February 17 – Floor Cutoff
February 25 – Policy Committee Cutoff – Opposite House
March 2 – Fiscal Committee Cutoff – Opposite House
March 6 – Floor Cutoff
March 12 – Sine Die

WACD 2026 Legislative Day

WACD Legislative Day will be **February 10th**.

Schedule

6:30 AM to 8:00 AM – Breakfast (at the DoubleTree by Hilton in Olympia)
7:00 AM – Welcome from WACD & Overview of WACD priorities
7:15 AM – Welcome from the Commission
7:30 AM – Briefing from WACD Lobbyist and Q&A
8:00 AM – Attendees depart for meetings with Legislators

8:30 AM – 5:00 PM – Attendees have access to the Columbia Room in the Legislative Building for breaks between meetings.

TCD Tentative Legislative Appointment Schedule

Schedule is subject to additions and revisions of legislator's schedules.

Appointments are scheduled for 15 minutes and may start late or go over depending on legislator's schedules.

Date	Time	Location	Legislator	District
2/10	10:15am	JLOB 406	Rep. Marshall (Aid Michael)	2 nd
2/10	10:45am	INB 321	Sen. MacEwen (Aid Rob & Evan)	2 nd
2/10	11:15am	LEG 427A	Rep. Barkis (Aid Kaden)	35 th
2/24	1:00pm	LEG 425B	Rep. Abbarno	20 th
2/24	2:00pm	JLOB 408	Rep. Orcutt	20 th

As of January 21st, 2026

Legislative Communications

WACD:

- Legislative Newsletter Sign-up (sent out as needed throughout session):
https://wadistricts.us/resources/newsletters/legislative/?utm_source=mailpoet&utm_medium=email&utm_source_platform=mailpoet&utm_campaign=5-things-to-know-20250115
- Legislative Virtual Check-in:
<https://us02web.zoom.us/join/84866276839?signature=smR4VpNgNPRBqs10a8rXeh6YFByamx2jYknlgyOt4hs>
- Live Bill Watch-List: <https://wadistricts.us/wacd-watch-list/>

WSCC:

- Legislative Newsletter Sign-up:
<https://public.govdelivery.com/accounts/WASCC/signup/35574>

Legislative Outreach

TCD develops unique materials for our legislative appointments and will participate in the WACD outreach campaigns for funding Conservation Technical Assistance, and Wildfire/Forest Health.

To participate yourself, or share the postcard campaign with others, you can find virtual downloads on the WACD Hub, here: https://wadistricts.us/wacd/member-services/?utm_source=mailpoet&utm_medium=email&utm_source_platform=mailpoet&utm_campaign=5-things-to-know-20250115#campaign

2026 Board Supervisor Election

One candidate has filed for the 2026 TCD Supervisor Election: David Iyall.

Ballot requests for mail-in voting starts on February 2nd. Stay up to date on all things TCD Election, including how to vote, here: <https://thurstoncd.com/about-us/board-member-elections/>

Native Plant Festival & Sale!

March 7th, 2026 10:00 AM – 3:00 PM

Thurston County Fairgrounds

The annual Native Plant Festival & Sale on March 7th will feature dozens of local vendors, live music, delicious food, and, of course, plenty of native plants!

Preorder your plants to skip the line in March. Preorders are open through January 31st, 2026. To preorder plants from the Sale, please visit our [store website](#).

Interested vendors can fill out this [Vendor Interest Form](#).

If you are interested in volunteering at the Native Plant Sale, [please fill out this form](#).

Questions? Contact Jae Townsend, jtownsend@thurstoncd.com.

District Operations

December 17, 2025 Board Meeting Action Items

- No action items.

Hiring Update

We are pleased to congratulate several existing staff who have received new positions in 2026:

Emily Landrus, Agricultural Programs Manager

TJ Jenkins, Habitat Specialist

Taylor Sherrow, Restoration Crew Lead

In addition, we are pleased to welcome Michelle Tynan to the Agricultural Team as a new Senior Natural Resources Specialist! Her experience working on various farms, in the WSDA Organics Program, and as grant writing and management consultant will be tremendous asset to our team!

We are currently in the process of completing the hiring processes for: Natural Resources Specialist (Ag), Assistant Crew Lead, Accounting Assistant.

2026 Rate Study

Below is the draft timeline shared with the TCD Board in December:

Jan - March	Conduct rate study and present findings to TCD Board
April	Discuss path forward, advertise per statute
May	Hold TCD R&C public hearing to consider rate adjustments
June	Adopt new rates, if desired
July	Submit new Rate Proposal to Thurston County
Aug - Nov	TC conducts public hearing process

We are currently underway soliciting professional services to conduct our rate study. Once professional services are secured, more information will be provided about conducting the rate study, how supervisors can engage, and when the final report will be completed.

Annual Plan Progress Reports

As we develop a new Annual Plan, new staff reporting mechanisms will be developed! Stay tuned for how progress on our 2026 Annual Plan will be shared with the Board!

Thurston Conservation District 2026 Board of Supervisor Election Update Memo



To: TCD Board of Supervisors
From: Susan Shelton, TCD Election Supervisor
Cc: S. Moorehead, Kirsten Hill, S. Barashkoff, N. Carman-White
Date: January 21, 2026
Subject: 2026 Board of Supervisor Election Update

Per your request, I am happy to provide a brief update on the 2026 Board of Supervisor Election process.

Election Candidates

One qualified candidate submitted his required candidate filing documents – David Iyall. The deadline for candidates to file documents was January 20, 2026.

Polling Officers

Two of the Polling Officers from last year have agreed to work as Polling Officers for the 2026 Election. It will be great to have experienced Polling Officers on the team. Polling Officer training is scheduled for January 29, 2026.

Election Outreach

The District has created a dedicated page on its website for the 2026 Election: [Board of Supervisors Election – Thurston Conservation District \(thurstoncd.com\)](https://www.thurstoncd.com/Board-of-Supervisors-Election).

Election Support

The Thurston County Auditor's Elections Office is currently reviewing TCD's draft *Elections Support* contract. We expect the agreement to be fully executed next week. With this agreement, the Elections Office will 1) provide training to TCD's polling officers on ballot security and handling; 2) provide up-to-date poll books of registered voters residing in the TCD boundaries; and 3) conduct signature verification on returned ballots.

Important Dates Reminder

Thurston County residents who reside within the District boundaries can begin requesting ballots on February 2. Completed ballots must be postmarked by Election Day, which is March 17, 2026.