



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

June 24, 2026, 5:00 pm - 8:05 pm

Zoom Meeting Link:

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

Passcode: 2918

Meeting ID: 916 5857 7844

Call in: 1-253-215-8782

Work Session Topic List

5:00 pm – 6:00 pm

1. Topic List Review, All
2. Staff Presentation: Crew Project Update, *Taylor Sherrow*
3. Community Partner Presentation: Native Plant Salvage Foundation, *Erica Guttman*
4. TCD Policy 5.9 Public Access to District Facilities and Events
5. WADE Debrief, *Executive Director Moorehead & Doug Rushton*
6. Conservation and Education Center (CEC) Development, *All*
7. Local Jurisdiction Work Session Presentations, *All*
8. Board Member Recruitment & Succession Planning, *Executive Director Moorehead & Chair Johnson*
9. Important Updates & Announcements
 - a. Board of Supervisors, *All*
 - b. Executive Director, *Sarah Moorehead (Executive Director)*

Board Meeting

6:30 pm – 8:05 pm

- | | |
|---|------------------|
| 1. Welcome, Introductions, Audio Recording Announcement | 6:30 PM |
| | <i>5 minutes</i> |
| 2. Agenda Review | 6:35 PM |
| | <i>5 minutes</i> |
| 3. Consent Agenda – Action Item | 6:40 PM |
| A. May, 27 2026, Board Work Session & Meeting Minutes | <i>5 minutes</i> |
| B. June 2026 Financial Report | |
| C. FY25-27 WA State Dept Ecology Stormwater Funding Agreement | |
| D. FY26-27 Thurston County Net Ecological Gain Funding Agreement | |
| E. TCD Policy 5.9 Public Access to District Facilities and Events | |

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>15 minutes</i>
B. Washington State Conservation Commission (WSCC), <i>Josh Giuntoli</i>	
C. Washington Association of Conservation Districts (WACD), <i>Sarah Moorehead</i>	
6. TCD Resolution #2026-03: Proposing a System of Rates and Charges – Action Item	7:10 PM
	<i>5 minutes</i>
7. TCD Resolution #2026-04: Establishing Landowner Rates & Charges Appeals Process – Action Item	7:15PM
	<i>5 minutes</i>
8. Governance, All – Action Item	7:20 PM
A. July 22, 2026 Work Session Topic List & Meeting Agenda Development	<i>10 minutes</i>
9. Executive Session: To consider the selection of a site or the acquisition of real estate	7:30 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>15 minutes</i>
10. Executive Session Report Out – Action Item	7:45 PM
	<i>5 minutes</i>
11. Executive Session: To discuss potential litigation	7:50 PM
<i>RCW 42.30.110 (1)(i) to discuss with legal counsel representing the agency litigation or potential litigation.</i>	<i>10 minutes</i>
12. Executive Session Report Out – Action Item	8:00 PM
	<i>5 minutes</i>
Adjourn	8:05 PM

Informational Only Items:

- I. Executive Director’s Report*

Important Future Dates

July 2026

Independence Day, TCD Office Closed,	July 4
WSCC Meeting, Skagit CD	July 16
NACD Summer Meeting, Grand Rapids, MI	July 17-22
TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom)	July 22

August 2026

NACD SW and Pacific Region Meeting, Guam	Aug 24-28
TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom)	Aug 26

September 2026

TCD Legislative Tour	Sept 2
TCD Closed, Labor Day	Sept 7
WACD Board Meeting 6:00 -8:30 p.m.	Sept 21
TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom)	Sept 23

Item

3



Thurston Conservation District Consent Agenda Decision Sheet June, 24 2026 Board Meeting

-
- A. May 27, 2026 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. June 2026 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. FY25-27 WA State Dept Ecology Stormwater 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

 - D. FY26-27 Thurston County Net Ecological Gain 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

 - E. TCD Policy 5.9 Public Access to District Facilities and Events
 - 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 June, 24 2026, AND EFFECTIVE IMMEDIATELY

SIGNED:

TJ Johnson, Board Chair

Marianne Tompkins, Board Vice-Chair

David Iyall, Board Member

Doug Rushton, Auditor

Jennifer Colvin, Board Member

Attest: Sarah Moorehead, Executive Director

Thurston Conservation District Board of Supervisors

Work Session Minutes

May 27, 2026

Hybrid: In-Person and Virtual on Zoom

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

Actual Meeting Time: 5:00 p.m. – 6:04 p.m.



Present at Work Session:

TJ Johnson, TCD Board Chair

Marianne Tompkins, TCD Board Vice Chair

Doug Rushton, TCD Board Supervisor

David Iyall, TCD Board Supervisor

Jennifer Colvin, TCD Board Supervisor

Sarah Moorehead, TCD Executive Director

Sophia Barashkoff, TCD Staff

Susan Shelton TCD Staff

Ben Cushman, TCD Legal Counsel

Tara Donohue, National Resource
Conservation Service (NRCS)

Brooke Tacia, FCS Group, A Bowman
Company

Jack Hamilton, FCS Group, A Bowman
Company

- 1 **1.** Topic List Review, *All*
- 2 **2.** Rate Study Presentation, *FCS Group and Executive Director, Sarah Moorehead*
- 3 **3.** Rates & Charges Proposal Development, *All*
- 4 **4.** Important Updates & Announcements
- 5 a. Board of Supervisors, *All*
- 6 b. Executive Director, *Executive Director Moorehead*

Respectfully,

TJ Johnson, TCD Board Chair

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

May 27, 2026

Hybrid: In-Person and Virtual on Zoom

Originally Scheduled: 6:30 p.m. – 7:35 p.m.

Actual Meeting Time: 6:30 pm – 7:19 p.m.



Present at Board Meeting:

TJ Johnson, TCD Board Chair

Sarah Moorehead, TCD Executive Director

Marianne Tompkins, TCD Board Vice Chair

Sophia Barashkoff, TCD Staff

Doug Rush Rushton, TCD Board Supervisor

Susan Shelton, TCD Staff

David Iyall, TCD Board Supervisor

Ben Cushman, TCD Legal Counsel

Jennifer Colvin, TCD Board Supervisor

Summary of Action Items

- 1 • None.

Summary of Motions Passed

2
3 *Supervisor Rushton moved to approve the amended Agenda. Supervisor Tompkins seconded.*
4 *Motion passed unanimously, (5-0).*

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

7 *Supervisor Rushton moved to approve FY26-28 Community Farmland Trust Vendor*
8 *Agreement. Supervisor Tompkins seconded. Motion passed, (4-0). Supervisor abstained from*
9 *voting.*

10 *Supervisor Rushton moved to nominate TJ Johnson as board chair. Supervisor Tompkins*
11 *seconded. Motion passed, (4-0). TJ Johnson abstained from voting.*

12 *Supervisor Iyall moved to nominate Marianne Tompkins as board vice chair. Supervisor*
13 *Rushton seconded. Motion passed, (4-0). Supervisor Tompkins abstained from voting.*

14 *Supervisor Tompkins moved to nominate Doug Rushton as auditor. Supervisor Iyall seconded.*
15 *Motion passed, (4-0). Supervisor Rushton abstained from voting.*

16 *Supervisor Tompkins moved that TCD propose to Thurston County Commissioners that TCD's*
17 *Rates & Charges be set at twenty-five dollars per parcel and ten cents per acre for 10-years*
18 *effective 2027. Supervisor Rushton seconded. Motion passed unanimously, (5-0).*

19 *Supervisor Johnson moved that TCD dedicate a minimum of one million dollars a year of*
20 *increased Rates and Charges funding for farmland preservation for 10 years effective 2027.*
21 *Supervisor Rushton seconded. Motion passed unanimously, (5-0).*

22 *Supervisor Tompkins moved to adjourn the May 27, 2026 TCD Board Meeting. Supervisor Iyall*
23 *seconded. Motion passed unanimously, (5-0).*

Full Version of the Minutes

24 **Welcome & Introductions**

25 At 6:30 p.m., TCD Board Chair TJ Johnson called the May 27, 2026 Regular Board Meeting to
26 order. TCD Board, Staff, members of the public, and legal counsel were introduced by Board
27 Chair Johnson. He announced that the meeting was being video recorded. TCD Supervisors,
28 Johnson, Tompkins, Rushton and Executive Director Moorehead attended the meeting in
29 person at the TCD office. Supervisors Iyall and Colvin attended virtually.

30 **Agenda Review**

31 The board of supervisors removed from the Consent Agenda the *FY26-28 Community Farmland*
32 *Trust Vendor Agreement* to be voted on separately.

33 ***Supervisor Rushton moved to approve the amended Agenda. Supervisor Tompkins seconded.***
34 ***Motion passed unanimously, (5-0).***

35 **Consent Agenda**

- 36 A. April 22, 2026, Board Work Session & Meeting Minutes
- 37 B. May 2026 Financial Report
- 38 C. FY26-27 WF Baird and Associates LTD Vendor Agreement
- 39 D. FY26-27 Anchor QEA Vendor Agreement
- 40 E. FY26-28 Capitol Land Trust Vendor Agreement
- 41 F. FY26-28 Nisqually Land Trust Vendor Agreement

42 ***Supervisor Tompkins moved to approve the amended Consent Agenda. Supervisor Iyall***
43 ***seconded. Motion passed unanimously, (5-0).***

44 **FY26-28 Community Farmland Trust Vendor Agreement**

45 ***Supervisor Rushton moved to approve the FY26-28 Community Farmland Trust Vendor***
46 ***Agreement. Supervisor Tompkins seconded. Motion Passed, (4-0). Supervisor Johnson***
47 ***abstained from voting.***

48 **Public Comment**

49 No member of the public gave comment.

50 **Partner Reports**

- 51 A. National Resources Conservation Service (NRCS) Update, Tara Donohue
- 52
 - Tara Donohue was not Present.
- 53
 - Tara Donohue provided a written update in the Zoom chat.

- 54 B. Washington State Conservation Commission (WSCC) Update, Josh Giuntoli
55 • Mr. Giuntoli was not present.
56 • Executive Director Moorehead gave an update.
57 • TCD is on target to meet its Conservation Accountability & Performance Program
58 (CAPP) goals with WSCC.
59 C. Washington Association of Conservation Districts (WACD) Update, Sarah Moorehead
60 • Executive Director Moorehead gave an update.

61 **Governance**

62 A. Board Officer Elections

63 ***Supervisor Rushton moved to nominate TJ Johnson as board chair. Supervisor Tompkins***
64 ***seconded. Motion passed, (4-0). TJ Johnson abstained from voting.***

65 ***Supervisor Iyall moved to nominate Marianne Tompkins as board vice chair. Supervisor***
66 ***Rushton seconded. Motion passed, (4-0). Supervisor Thompkins abstained from voting.***

67 ***Supervisor Tompkins moved to nominate Doug Rushton as auditor. Supervisor Iyall seconded.***
68 ***Motion passed, (4-0). Supervisor Rushton abstained from voting.***

69 B. Rates and Charges Public Hearing and Community Engagement

70 ***Supervisor Tompkins moved that TCD propose to Thurston County Commissioners that TCD's***
71 ***Rates & Charges be set at twenty-five dollars per parcel and ten cents per acre for 10-years***
72 ***effective 2027. Supervisor Rushton seconded. Motion passed unanimously, (5-0).***

73 ***Supervisor Johnson moved that TCD dedicate a minimum of one million dollars a year of***
74 ***increased Rates and Charges funding for farmland preservation for 10 years effective 2027.***
75 ***Supervisor Rushton seconded. Motion passed unanimously, (5-0).***

76 C. June 24, 2026 Work Session Topic List & Meeting Agenda Development.

77 **Work Session**

- 78 • Topic List Review, *All*
79 • Staff Presentation: Crew Project Update: *Taylor Sherrow*
80 • Community Partner Presentation: Native Plant Salvage Foundation, *Erica*
81 *Guttman*
82 • TCD Policy for Public Access to District Facilities and Events
83 • WADE Debrief, *Executive Director Moorehead*
84 • Conservation and Education Center (CEC) Development, *All*
85 • Important Updates & Announcements
86 ○ Board of Supervisors, *All*
87 ○ Executive Director, *Sarah Moorehead*

88 **Board Meeting Agenda**

- 89 • Welcome, Introductions, Audio Recording Announcement
- 90 • Agenda Review
- 91 • Consent Agenda
- 92 ○ May 27, 2026 Board Work Session & Meeting Minutes
- 93 ○ June 2026 Financial Report
- 94 • Public Comment
- 95 • Partner Reports (if present)
- 96 ○ National Resources Conservation Service
- 97 ○ Washington State Conservation Commission
- 98 ○ Washington Association of Conservation Districts
- 99 • TCD Resolution #2026-03: Proposing a System of Rates & Charges
- 100 • TCD Resolution #2026-04: Establishing Landowner Rates & Charges Appeals
- 101 Process
- 102 • Governance, *All*
- 103 ○ July 22, 2026 Work Session Topic List & Meeting Agenda Development
- 104 • **Executive Session:** to consider the selection of a site or the acquisition of real
- 105 estate by lease or purchase when public knowledge regarding such consideration
- 106 would cause a likelihood of increased price.
- 107 • **Executive Session:** to discuss with legal counsel representing the agency
- 108 litigation or potential litigation.

109 **Executive Session: To discuss potential litigation**

110 RCW 42.30.110(1)(i) To discuss with legal counsel representing the agency litigation or potential

111 litigation.

112 The Executive Session opened at 7:09 pm to last for no more than 10 minutes and concluded at

113 7:19 pm. In attendance: TCD Board Members Johnson, Tompkins, Rushton, Iyall, Colvin and

114 Executive Director Moorehead and legal counsel Ben Cushman.

115 **Executive Session Report Out**

116 No action was taken.

117 ***Supervisor Tompkins moved to adjourn the May 27, 2026 TCD Board Meeting. Supervisor Iyall***

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

119 **Adjourn 7:19 pm**

Respectfully,

TJ Johnson, TCD Board Chair

Thurston Conservation District

June 2026 Financial Notes



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

1. The District experienced a net income loss in May 2026 of \$61,556 and a YTD net income loss of \$117,571.
2. The negative income amount of \$193 in May for the No-Till Drill Rentals is a returned deposit.
3. The Tenant Improvement Capital Outlay expense for \$2,991 is for the new signs on the TCD office building.

Previous Year YTD P&L Comparison

4. Poultry Equipment rentals are down 63% this year compared to this time last year. Staff are looking at ways to increase equipment rental (poultry, nutrient spreader, and no-till drill) usage in the community.
5. Repairs and Maintenance expenses are up 76%. This is mostly due to an increased effort to keep the no-till drill in workable condition.

Balance Sheet

6. You'll notice that TCD's *Reserve Savings Account* balance is currently at \$4,191. As you know, TCD has set aside funds for the past 6 years for a *Reserve Fund*. The *Reserve Fund* balance as of January 1, 2026 is \$235,850. The difference between the balance of the *Reserve Savings Account* and the *Reserve Fund* is because, consistent with TCD policy, the District has borrowed \$231,650 from the *Reserve Fund* to manage cashflow. Proposed future increases to Rates & Charges will likely reduce the cashflow demand TCD's *Reserve Savings Account* in future years.

Thurston Conservation District

Profit & Loss

May 2026

06/18/26

Accrual Basis

	May 26
Ordinary Income/Expense	
Income	
3400000 · Charges for Goods and Services	
3451100 · Soil/Water Conservation Service	
3451110 · Soil Testing	369.59
3451121 · No-Till Drill Rentals	-192.75
3451130 · Poultry Equipment & Tool Rentals	161.24
3451140 · Plant Sales	-31.77
Total 3451100 · Soil/Water Conservation Service	306.31
Total 3400000 · Charges for Goods and Services	306.31
3300000 · Grant Revenues	313,245.12
3600000 · Miscellaneous Revenues	
3685000 · Special Assessments - Service	
3685201 · Rates and Charges	32,712.97
Total 3685000 · Special Assessments - Service	32,712.97
3610000 · Interest and Other Earnings	328.53
Total 3600000 · Miscellaneous Revenues	33,041.50
Total Income	346,592.93
Gross Profit	346,592.93
Expense	
Vehicle Allocation	0.00
Overhead Allocation	0.00
5531000 · Salaries & Benefits	252,860.31
5314000 · Intern Stipends	500.00
5314101 · Legal Fees & Services	2,000.00
5314102 · Audit & Accounting	998.72
5314103 · Computer Services	3,616.21
5314100 · Professional Services	19,188.24
5314400 · Advertising	34.30
5314203 · Printing Services	1,145.65
5314104 · Janitorial Services	875.00
5314501 · Office Rent	8,680.00
5314700 · Utilities	674.47
5314503 · Equipment Leases	328.29
5314504 · Vehicle Leases	568.72
5314200 · Communications	1,530.16
5354800 · Repairs & Maintenance	4,832.89
5314505 · Software Licenses	606.04
5313101 · Office Supplies	30.39
5314202 · Postage & Shipping	125.07
5314117 · Soil Testing	472.75
Project Expenses	6,757.44
5314302 · Staff - Conference & Training	9,008.36
5314306 · Board - Conference & Training	76.44
5314300 · Staff - Travel	1,242.79
5314301 · Board Travel	107.30
5314108 · Construction & Restoration Work	38,741.39
5314109 · Cost Share	27,433.26
5314600 · Liability Insurance Premiums	3,110.42
5314111 · Late Fees & Penalties	9.43
5600000 · Sub-Awards / Pass-Through	16,663.86

Thurston Conservation District
Profit & Loss
May 2026

	<u>May 26</u>
5945360 · Capital Outlays	
5945369 · Tenant Improvements	2,990.82
5945363 · Equipment & Office Furniture	460.71
5945364 · Computer Hardware	<u>2,479.22</u>
Total 5945360 · Capital Outlays	<u>5,930.75</u>
Total Expense	<u>408,148.65</u>
Net Ordinary Income	<u>-61,555.72</u>
Net Income	<u><u>-61,555.72</u></u>

Thurston Conservation District

Profit & Loss

January through May 2026

06/18/26

Accrual Basis

	Jan - May 26
Ordinary Income/Expense	
Income	
3400000 · Charges for Goods and Services	
3451100 · Soil/Water Conservation Service	
3451110 · Soil Testing	3,674.00
3451120 · Nutrient Spreader Rentals	147.58
3451121 · No-Till Drill Rentals	246.23
3451130 · Poultry Equipment & Tool Rentals	491.09
3451140 · Plant Sales	38,385.89
3451150 · Partner Fee for Service	17,200.87
Total 3451100 · Soil/Water Conservation Service	60,145.66
Total 3400000 · Charges for Goods and Services	60,145.66
3300000 · Grant Revenues	1,322,999.01
3600000 · Miscellaneous Revenues	
3685000 · Special Assessments - Service	
3685201 · Rates and Charges	323,659.60
Total 3685000 · Special Assessments - Service	323,659.60
3670000 · Nongovernmental Contributions	9,600.00
3610000 · Interest and Other Earnings	1,471.37
Total 3600000 · Miscellaneous Revenues	334,730.97
Total Income	1,717,875.64
Gross Profit	1,717,875.64
Expense	
Vehicle Allocation	0.00
Overhead Allocation	0.00
5531000 · Salaries & Benefits	1,218,537.92
5314000 · Intern Stipends	500.00
5314101 · Legal Fees & Services	8,000.00
5314102 · Audit & Accounting	1,008.21
5314103 · Computer Services	18,305.66
5314100 · Professional Services	45,191.09
5314400 · Advertising	327.08
5314203 · Printing Services	2,572.06
5314104 · Janitorial Services	3,850.00
5314501 · Office Rent	43,400.00
5314700 · Utilities	3,598.18
5314503 · Equipment Leases	1,863.49
5314504 · Vehicle Leases	2,398.63
5314200 · Communications	7,868.91
5313102 · Photocopier Usage	280.12
5354800 · Repairs & Maintenance	5,963.52
5314505 · Software Licenses	16,480.50
5313101 · Office Supplies	1,677.78
5314202 · Postage & Shipping	993.60
5314902 · Organizational Dues	1,431.00
5314307 · Licenses and Permits	123.00
5314117 · Soil Testing	2,387.65
5313401 · Plants for Resale	36,756.82
Project Expenses	28,739.16
5314302 · Staff - Conference & Training	10,928.97
5314306 · Board - Conference & Training	-27.50
5314300 · Staff - Travel	6,809.41

Thurston Conservation District

Profit & Loss

06/18/26

January through May 2026

Accrual Basis

	<u>Jan - May 26</u>
5314301 · Board Travel	1,334.93
5314108 · Construction & Restoration Work	156,567.11
5314109 · Cost Share	28,833.26
5314110 · Bank Fees & Interest Charges	55.00
5314600 · Liability Insurance Premiums	15,552.10
5314111 · Late Fees & Penalties	9.43
560000 · Sub-Awards / Pass-Through	154,292.08
66300 · Sales Tax Adjustments	890.98
5945360 · Capital Outlays	
5945369 · Tenant Improvements	2,990.82
5945363 · Equipment & Office Furniture	1,366.73
5945364 · Computer Hardware	3,588.88
Total 5945360 · Capital Outlays	<u>7,946.43</u>
Total Expense	<u>1,835,446.58</u>
Net Ordinary Income	<u>-117,570.94</u>
Net Income	<u><u>-117,570.94</u></u>

Thurston Conservation District Profit & Loss Prev Year Comparison January through May 2026

	Jan - May 26	Jan - May 25	\$ Change	% Change
Ordinary Income/Expense				
Income				
3400000 · Charges for Goods and Services				
3451100 · Soil/Water Conservation Service				
3451110 · Soil Testing	3,674.00	3,718.70	-44.70	-1.2%
3451120 · Nutrient Spreader Rentals	147.58	101.99	45.59	44.7%
3451121 · No-Till Drill Rentals	246.23	0.00	246.23	100.0%
3451130 · Poultry Equipment & Tool Rentals	491.09	1,325.71	-834.62	-63.0%
3451140 · Plant Sales	38,385.89	24,664.19	13,721.70	55.6%
3451150 · Partner Fee for Service	17,200.87	0.00	17,200.87	100.0%
Total 3451100 · Soil/Water Conservation Service	60,145.66	29,810.59	30,335.07	101.8%
3417000 · Sales of Merchandise	0.00	1,207.40	-1,207.40	-100.0%
Total 3400000 · Charges for Goods and Services	60,145.66	31,017.99	29,127.67	93.9%
3300000 · Grant Revenues	1,322,999.01	1,524,277.34	-201,278.33	-13.2%
3600000 · Miscellaneous Revenues				
3699100 · Miscellaneous Other	0.00	1,939.46	-1,939.46	-100.0%
3685000 · Special Assessments - Service	323,659.60	318,808.96	4,850.64	1.5%
3670000 · Nongovernmental Contributions	9,600.00	1,122.43	8,477.57	755.3%
3610000 · Interest and Other Earnings	1,471.37	1,102.65	368.72	33.4%
Total 3600000 · Miscellaneous Revenues	334,730.97	322,973.50	11,757.47	3.6%
Total Income	1,717,875.64	1,878,268.83	-160,393.19	-8.5%
Gross Profit	1,717,875.64	1,878,268.83	-160,393.19	-8.5%
Expense				
Vehicle Allocation	0.00	0.00	0.00	0.0%
Overhead Allocation	0.00	0.00	0.00	0.0%
5531000 · Salaries & Benefits	1,218,537.92	1,060,953.28	157,584.64	14.9%
5314000 · Intern Stipends	500.00	1,265.00	-765.00	-60.5%
5314101 · Legal Fees & Services	8,000.00	10,000.00	-2,000.00	-20.0%
5314102 · Audit & Accounting	1,008.21	2,487.51	-1,479.30	-59.5%
5314103 · Computer Services	18,305.66	12,295.47	6,010.19	48.9%
5314100 · Professional Services	45,191.09	121,440.56	-76,249.47	-62.8%
5314400 · Advertising	327.08	587.74	-260.66	-44.4%
5314203 · Printing Services	2,572.06	976.13	1,595.93	163.5%
5314104 · Janitorial Services	3,850.00	3,850.00	0.00	0.0%
5314501 · Office Rent	43,400.00	42,135.00	1,265.00	3.0%
5314700 · Utilities	3,598.18	2,263.40	1,334.78	59.0%
5314503 · Equipment Leases	1,863.49	2,403.05	-539.56	-22.5%
5314504 · Vehicle Leases	2,398.63	2,520.65	-122.02	-4.8%
5314200 · Communications	7,868.91	7,738.39	130.52	1.7%
5313102 · Photocopier Usage	280.12	428.29	-148.17	-34.6%
5354800 · Repairs & Maintenance	5,963.52	3,386.63	2,576.89	76.1%
5314505 · Software Licenses	16,480.50	15,948.69	531.81	3.3%
5313101 · Office Supplies	1,677.78	2,358.36	-680.58	-28.9%
5313103 · Promotional Items	0.00	3,006.88	-3,006.88	-100.0%
5314202 · Postage & Shipping	993.60	957.82	35.78	3.7%
5314902 · Organizational Dues	1,431.00	1,341.00	90.00	6.7%
5314307 · Licenses and Permits	123.00	259.50	-136.50	-52.6%
5314117 · Soil Testing	2,387.65	2,645.07	-257.42	-9.7%
5313401 · Plants for Resale	36,756.82	23,839.44	12,917.38	54.2%
Project Expenses	28,739.16	38,948.50	-10,209.34	-26.2%
5314302 · Staff - Conference & Training	10,928.97	6,708.28	4,220.69	62.9%
5314306 · Board - Conference & Training	-27.50	530.59	-558.09	-105.2%
5314300 · Staff - Travel	6,809.41	10,502.42	-3,693.01	-35.2%
5314301 · Board Travel	1,334.93	0.00	1,334.93	100.0%
5314119 · Cultural Resources	0.00	17,833.05	-17,833.05	-100.0%
5314108 · Construction & Restoration Work	156,567.11	155,728.73	838.38	0.5%
5314109 · Cost Share	28,833.26	51,906.02	-23,072.76	-44.5%
5314110 · Bank Fees & Interest Charges	55.00	25.00	30.00	120.0%
5314600 · Liability Insurance Premiums	15,552.10	17,679.90	-2,127.80	-12.0%
5314111 · Late Fees & Penalties	9.43	0.00	9.43	100.0%
5600000 · Sub-Awards / Pass-Through	154,292.08	122,923.53	31,368.55	25.5%
66300 · Sales Tax Adjustments	890.98	19.59	871.39	4,448.1%
66900 · Reconciliation Discrepancies	0.00	0.00	0.00	0.0%

10:43 AM

06/18/26

Accrual Basis

Thurston Conservation District
Profit & Loss Prev Year Comparison
January through May 2026

	Jan - May 26	Jan - May 25	\$ Change	% Change
5945360 · Capital Outlays				
5945369 · Tenant Improvements	2,990.82	0.00	2,990.82	100.0%
5945367 · Restoration Equipment	0.00	11,242.38	-11,242.38	-100.0%
5945363 · Equipment & Office Furniture	1,366.73	1,730.33	-363.60	-21.0%
5945364 · Computer Hardware	3,588.88	6,190.38	-2,601.50	-42.0%
Total 5945360 · Capital Outlays	7,946.43	19,163.09	-11,216.66	-58.5%
Total Expense	1,835,446.58	1,767,056.56	68,390.02	3.9%
Net Ordinary Income	-117,570.94	111,212.27	-228,783.21	-205.7%
Net Income	-117,570.94	111,212.27	-228,783.21	-205.7%

Thurston Conservation District

Balance Sheet

As of May 31, 2026

06/18/26

Accrual Basis

	<u>May 31, 26</u>
ASSETS	
Current Assets	
Checking/Savings	
3088010 · Checking-103 Beneficial	320,006.96
3081001 · Checking-7444 Timberland	1,823.68
3088020 · Savings Accounts	
3088021 · Saving-116 Beneficial Reserve	4,190.72
3088022 · Saving-129 Beneficial CEC	119,512.86
Total 3088020 · Savings Accounts	<u>123,703.58</u>
3092001 · LGIP Investment Account	50,742.35
3088030 · Counter Cash	333.38
3088040 · PayPal Account	2,274.82
Total Checking/Savings	<u>498,884.77</u>
Accounts Receivable	694,476.06
Other Current Assets	
3090500 Prepaid Accounts	
3090509 · Other Prepaid Expenses	3,665.00
3090508 · Refundable Deposit Paid	450.00
3090501 · Prepaid Insurance	9,709.22
3090507 · Security Deposit - Tilley Court	8,427.00
Total 3090500 Prepaid Accounts	<u>22,251.22</u>
3091000 · 309.10.00 Inventory Asset	2,666.56
3092000 · 309.20.00 Cash on Hand	43,488.05
Total Other Current Assets	<u>68,405.83</u>
Total Current Assets	1,261,766.66
Fixed Assets	
3090600 · Tenant Improvements	66,750.00
Total Fixed Assets	<u>66,750.00</u>
TOTAL ASSETS	<u><u>1,328,516.66</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	67,752.72
Credit Cards	18,414.36
Other Current Liabilities	
3471000 · Grant Advances	169,627.78
3861100 · Sales Tax Payable	246.22
3861000 · Payroll Liabilities	295,350.61
Total Other Current Liabilities	<u>465,224.61</u>
Total Current Liabilities	<u>551,391.69</u>
Total Liabilities	551,391.69
Equity	777,124.97
TOTAL LIABILITIES & EQUITY	<u><u>1,328,516.66</u></u>

2026 Unrestricted Budget vs Actual



May 41.67%

	Account Name	2026 Budget	2026 Actual	\$ Over Budget	% of Budget Spent
1	<input type="checkbox"/> Income	1,314,063	571,016	-743,047	43.45%
2	<input type="checkbox"/> Retail Sales	82,350	44,416	-37,934	53.94%
3	<input type="checkbox"/> Food Production and Consumption	2,900	491	-2,409	16.93%
4	Poultry Equipment & Tool Rentals	2,900	491	-2,409	16.93%
5	<input type="checkbox"/> Soil Conservation and Health	7,550	4,068	-3,482	53.88%
6	Soil Testing	6,500	3,674	-2,826	56.52%
7	Nutrient Spreader Rentals	700	148	-552	21.08%
8	No-Till Drill Rentals	350	246	-104	70.35%
9	<input type="checkbox"/> Community Outreach and Education	68,900	38,386	-30,514	55.71%
10	Plant Sales	68,900	38,386	-30,514	55.71%
11	<input type="checkbox"/> Other Income	3,000	1,471	-1,529	49.05%
12	Contributions Private	0	0	0	N/A
13	Interest Income	3,000	1,471	-1,529	49.05%
14	Miscellaneous Income	0	0	0	N/A
15	<input checked="" type="checkbox"/> Grant Revenue	126,713	0	-126,713	0.00%
17	Rates and Charges	565,000	323,660	-241,340	57.28%
18	<input type="checkbox"/> Overhead	540,000	202,941	-337,059	37.58%
19	Overhead Allocation	518,000	196,360	-321,640	37.91%
20	Vehicle Allocation	22,000	6,581	-15,419	29.91%
21	2025 Carry Overs	30,000	30,000	0	100.00%
22	<input type="checkbox"/> Program Allocation	585,000	264,426	-320,574	45.20%
23	<input type="checkbox"/> Priority 1: Protect & Restore Natural Resources	50,000	17,122	-32,878	34.24%
24	Working Lands Preservation Initiative	10,000	0	-10,000	0.00%
25	Conservation TA	40,000	17,122	-22,878	42.81%
26	<input type="checkbox"/> Priority 2: Build Climate Resilience and Disaster Preparedness	62,200	29,580	-32,620	47.56%
27	Food Processing and Tools Rentals	25,000	9,227	-15,773	36.91%
28	Soil Health Testing	27,000	14,286	-12,714	52.91%
29	Nutrient Spreader Rentals	5,200	1,439	-3,761	27.68%
30	No-Till Drill Rentals	5,000	4,628	-372	92.57%
31	<input type="checkbox"/> Priority 3: Create Community, Access, and Equity	283,500	156,985	-126,515	55.37%
32	Farm Link and Land Access	1,000	0	-1,000	0.00%
33	Conservation & Education Center	60,000	20,355	-39,645	33.92%
34	District Communications	60,000	28,411	-31,589	47.35%
35	Plant Sale	75,000	62,669	-12,331	83.56%
36	Elections	20,000	12,402	-7,598	62.01%
37	SS Green	45,000	23,873	-21,127	53.05%
38	Envirothon	4,000	4,000	0	100.00%
39	Teens in Thurston Volunteer Program	2,500	1,919	-581	76.76%
40	Website ADA Compliance	10,000	366	-9,634	3.66%
41	TCD Signage	6,000	2,991	-3,009	49.85%
42	<input type="checkbox"/> Priority 4: Invest in Organizational Excellence and Leadership	189,300	60,738	-128,562	32.09%

	Account Name	2026 Budget	2026 Actual	\$ Over Budget	% of Budget Spent
43	Investing in Future Conservation	33,000	13,959	-19,041	42.30%
44	Employee Recruitment	3,300	3,174	-126	96.18%
45	Partnership Building	40,000	19,451	-20,549	48.63%
46	Advocacy Activities	40,000	14,136	-25,864	35.34%
47	Rates & Charges Initiative (Including Rate Study)	47,000	4,387	-42,613	9.33%
48	Staff Conference & Training	18,000	3,622	-14,378	20.12%
49	Board-led Initiatives and Meeting Supplies	2,000	374	-1,626	18.70%
50	Board Conference, Training, and Travel	6,000	1,636	-4,364	27.27%
51	Administrative Expenses	651,105	313,890	-337,215	48.21%
52	Administrative Salaries & Benefits	338,000	185,322	-152,678	54.83%
53	36-Hour Leave Accrual Adjustment	8,050	8,050	0	100.00%
54	Professional Services	81,884	28,967	-52,917	35.38%
55	Legal Services	24,000	10,000	-14,000	41.67%
56	Audit & Accounting	11,484	936	-10,548	8.15%
57	Computer Services	42,000	18,031	-23,969	42.93%
58	Professional Services	4,400	0	-4,400	0.00%
59	Facility and Maintenance	120,260	51,239	-69,021	42.61%
60	Janitorial Services	9,100	3,850	-5,250	42.31%
61	Office Rent	104,160	43,400	-60,760	41.67%
62	Utilities	5,000	3,349	-1,651	66.98%
63	Equipment & Office Furniture	2,000	639	-1,361	31.97%
64	Technology	31,285	14,480	-16,805	46.28%
65	Office Equipment Leases	2,968	1,277	-1,691	43.03%
66	Communications	18,084	7,341	-10,743	40.59%
67	Photocopier Usage	700	280	-420	40.02%
68	Computer Hardware Purchases	3,000	1,110	-1,890	36.99%
69	Computer Software	6,533	4,472	-2,061	68.45%
70	Vehicles	22,283	7,935	-14,348	35.61%
71	Vehicle Leases	7,783	2,399	-5,384	30.82%
72	Vehicle Repairs & Maintenance	6,500	2,782	-3,718	42.80%
73	Vehicle Fuel	8,000	2,755	-5,245	34.44%
74	Supplies	10,968	2,326	-8,642	21.20%
75	Office Supplies	4,000	970	-3,030	24.24%
76	Postage & Shipping	200	150	-50	75.00%
77	Organizational Dues	6,668	1,206	-5,462	18.09%
78	Licenses & Permits	100	0	-100	0.00%
79	Insurance and Banking	38,375	15,572	-22,803	40.58%
80	Bank Fees & Interest Charges	750	20	-730	2.67%
81	Liability Insurance Premiums	37,625	15,552	-22,073	41.33%
82	Late Fees & Penalties	0	0	0	N/A
83	Savings	107,958	0	-107,958	0.00%
84	Reserve Fund	57,958	0	-57,958	0.00%
85	Tenant Improvement Depreciation	22,250	0	-22,250	0.00%
86	Other Reserve Fund Savings	35,708	0	-35,708	0.00%
87	Conservation Education Center Savings Plan	50,000	0	-50,000	0.00%
88	Net Income (Surplus or Deficit)	0	22,700	22,700	N/A

2026 Restricted Budgets vs Actuals



As of May 31, 2026

Grant Name	Account Number	Grant Number	Grant Start Date	Grant End Date	Total Grant Amount	Official Remaining	2026 Budget	2026 Actual	2026 Remaining Budget	% of Total Time	% of Total Budget Spent
Federal											
USFWS Restoring South Sound Prairies	US90	F22AC01820-00	07/01/22	07/01/27	190,000	68,167	59,039	20,392	38,647	78.33%	64.12%
DOE											
Black River Frog	E023	OCBASRP-2325-ThurCD-00023	07/01/25	06/30/29	239,036	223,589	67,349	9,128	58,221	22.93%	6.46%
Riverbend Construction	E024	OCBASRP-2325-ThurCD-00024	11/01/25	06/30/27	1,771,771	1,674,089	514,397	82,697	431,700	34.93%	5.51%
Chehalis Tributary Data Collection	E042	OCBASRP-2325-ThurCD-00042	08/01/25	07/31/27	150,000	132,560	23,992	11,494	12,498	41.64%	11.63%
Neighborhood Stormwater	E045	WQNEPSW-2025-ThurCD-00045	09/01/25	12/31/27	198,986	193,710	55,108	5,277	49,831	32.04%	2.65%
Umbrella Site Management	E047	OCBASRP-2325-ThurCD-00047	07/01/25	06/30/29	121,910	71,887	5,024	1,147	3,877	22.93%	41.03%
Goebel Road River Restoration	E053	OCBASRP-2327-ThurCD-00053	10/01/25	09/30/27	268,497	245,195	74,808	19,022	55,786	33.29%	8.68%
Ecology Elwanger	E165	WQC-2025-ThurCD-00165	11/01/24	10/31/27	500,000	412,881	282,023	21,287	260,736	52.69%	17.42%
RCO											
FY25-29 Shore Friendly Administration	R035	24-1207	07/01/25	06/30/29	2,051,187	1,755,794	627,123	179,232	447,891	22.93%	14.40%
ESRP Zangle Cove	R070	20-1517R	07/01/21	04/30/26	110,073	112	6,734	6,623	112	Closed	99.90%
FY23-25 ESRP Lower Eld Bulkhead Removal	R090	22-1201R	07/01/23	07/01/26	125,200	1,485	4,954	3,469	1,485	97.17%	98.81%
South Sound Outreach (HSIL)	R100	23-1853O	05/07/24	04/30/27	109,846	69,653	38,403	22,267	16,136	69.33%	36.59%
South Sound Riparian Analysis and Implementation	R110	24-1212R	09/25/24	09/25/28	132,614	110,124	20,757	3,090	17,667	42.00%	16.96%
Thompson Creek Salmon Recovery	R120	25-1078P	09/16/25	09/15/27	253,000	232,285	124,849	20,715	104,133	35.34%	8.19%
WSCC											
FY25-27 Chehalis	W050	26-13-CH	07/01/25	06/30/27	222,838	126,418	81,458	35,052	46,406	45.89%	43.27%
FY25-27 Shellfish Cost Share	W060	26-13-SH	07/25/25	06/30/27	205,000	192,362	30,820	5,955	24,866	44.05%	6.16%
FY25-26 CREP	W070	26-13-CE	07/01/25	06/30/26	33,889	16,790	30,165	13,375	16,790	91.78%	50.46%
FY25-27 Natural Resource Investments (NRI)	W080	26-13-NR	11/05/25	06/30/27	116,470	113,180	37,285	3,290	33,995	34.49%	2.82%
FY25-26 Implementation - Soil Testing Support	W086.2	26-13-IM	02/05/26	06/30/26	500	40	500	460	40	79.45%	92.07%
FY25-26 Sustainable Farms and Fields	W120	26-13-SFF	07/17/25	06/30/26	40,000	15,992	27,753	11,761	15,992	91.40%	60.02%
FY25-27 Forest Health & Community Wildfire Resiliency	W130	26-13-FH	07/09/25	06/30/27	68,175	46,186	37,574	9,866	27,708	45.29%	32.25%
FY25-27 Irrigation Efficiencies	W140	26-13-IE	07/17/25	06/30/27	50,000	35,698	37,198	10,253	26,945	44.68%	28.60%
FY25-27 Riparian Grant Program (RGP)	W170	26-13-RGP	09/10/25	06/30/27	3,240,935	2,504,591	953,179	372,869	580,309	40.06%	22.72%
Other State Grants											
WDFW Building Conservation Capacity	S100	24-25744	03/17/25	06/30/27	500,000	285,353	223,134	103,138	119,996	52.75%	42.93%
WDNR Wildfire Ready Neighbors	S200	93-110294	02/10/26	06/30/26	12,350	8,155	12,350	4,195	8,155	78.72%	33.97%
DOH Manure Management	S500	GVL29108-0	05/13/24	07/31/27	776,247	494,508	409,183	125,891	283,293	63.74%	36.30%
Thurston County											
FY25-27 VSP	TC400	2025-024	07/01/25	06/30/27	170,000	44,748	82,695	58,747	23,948	45.89%	73.68%
FY25-27 VSP Cost Share	TC450		08/15/25	06/30/27	223,875	203,512	36,269	19,654	16,615	42.34%	9.10%
FY24-26 Thurston County Working Lands Outreach	TC500		08/13/24	06/30/26	5,500	0	4,736	4,736	0	Closed	100.00%

Grant Name	Account Number	Grant Number	Grant Start Date	Grant End Date	Total Grant Amount	Official Remaining	2026 Budget	2026 Actual	2026 Remaining Budget	% of Total Time	% of Total Budget Spent
FY26-27 Thurston County Net Ecological Gain	TC800	2026-018	05/29/26	06/30/27	275,596	275,596	146,478	0	146,478	0.75%	0.00%
Miscellaneous											
FY25-29 Olympia Urban Farmland	M065	NA	01/01/25	12/31/29	259,000	186,687	51,800	21,731	30,069	28.26%	27.92%
GRuB Beginning Farmer Development	M066	NA	01/01/24	09/14/26	6,525	711	1,746	1,035	711	89.27%	89.10%
FY24-25 NACD Bucoda Community Farm	M077	NA	09/24/24	11/15/25	60,000	2,105	432	0	432	Closed	96.49%
WCRRI Prairie Habitat Enhancement	M095	2022-06	01/01/22	06/30/26	119,954	45	11,907	11,862	45	Closed	99.96%
FY25-29 Ecostudies Diversity & Resilience of Rural Communities (WCRRI Phase II)	M096	ESI_2025-29	11/01/25	06/30/29	131,000	125,571	36,401	5,429	30,971	15.84%	4.14%
FY25-26 NACD Forestry	M200	NA	01/01/25	06/30/26	133,786	6,755	90,329	83,574	6,755	94.51%	94.95%
FY25-27 OlyEco NFWF Habitat Resilience	M078	NA	03/01/24	02/28/27	30,000	18,075	10,596	2,631	7,965	75.07%	39.75%
One Tree Planted	M085	NA	09/03/21	until spent	33,076	25,006	0	0	0	NA	24.40%
FY24-26 Pierce County Shellfish NTA	M600	SC-111404	01/01/24	01/31/27	191,000	48,922	70,318	21,395	48,922	78.26%	74.39%
Sentinel Landscape Program (SLP)											
NACD SLP REPI Challenge	SLP075	NA	10/01/21	06/30/28	1,353,000	137,352	74,666	28,272	46,394	69.13%	89.85%
EcoStudies REPI	SLP076	SA-2025-01	08/01/25	12/31/28	188,543	171,096	27,339	10,317	17,022	24.34%	9.25%
WDFW Landowner Support and Due Diligence (AERI)	SLP077	25-27659	06/01/25	11/30/28	385,000	356,987	72,731	23,648	49,083	28.54%	7.28%
South Sound GREEN											
2025 Interlocal	G019-SS		01/01/25	until spent	64,160	0	8,916	8,916	0	Closed	100.00%
2026 Interlocal	G019-SS		01/01/26	until spent	66,432	42,585	66,432	23,847	42,585	NA	35.90%
FY25 ESD 113 Climate Education	G019.104		05/15/25	until spent	6,000	3,671	3,731	60	3,671	NA	38.82%
FY25 Tumwater SD Natural Resources	G019.120		09/03/24	until spent	1,000	329	329	0	329	NA	67.07%
FY25-27 NOAA B-WET	G019.106		02/01/25	01/31/27	40,720	16,277	27,747	11,470	16,277	66.44%	60.03%
2024 Dawkins	G019.28		01/01/24	until spent	20,750	13,122	13,656	533	13,122	NA	36.76%
FY25-27 Dawkins	G019.28		12/16/24	until spent	30,000	30,000	0	0	0	NA	0.00%
2023 Community Foundation	G019.29		10/25/23	until spent	2,500	1,700	1,700	0	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	7	0	7	Closed	99.73%
2024 Nisqually for Water Quality Testing	G019.60		01/01/24	until spent	5,000	2,321	2,321	0	2,321	NA	53.57%
TCC General	G019 TCC		01/01/18	until spent	10,096	216	216	0	216	NA	97.86%
2024 Squaxin	G019.85		02/01/24	until spent	2,250	2,250	0	0	0	NA	0.00%
2025 Squaxin	G019.85		03/01/25	until spent	1,000	1,000	0	0	0	NA	0.00%
FY25-26 Inspire Olympia	G019.130		08/01/25	until spent	30,000	697	6,867	6,170	697	NA	97.68%
FY25-27 NFWF Improving Salmon Habitat	G019.864	1301.26.086400	08/30/25	04/30/27	54,490	54,117	54,490	372	54,117	45.16%	0.68%
Teens in Thurston Volunteer Program											
Nisqually TNT 2024	T070	NA	01/01/24	until spent	5,581	2,509	2,509	0	2,509	NA	55.04%
Envirothon Program											
2025 Chehalis Tribe Envirothon	T040		03/01/25	until spent	2,500	1,476	1,494	18	1,476	NA	40.95%
2026 Pork Blakely Envirothon	T040		01/26/26	until spent	500	500	500	0	500	NA	0.00%

Thurston Conservation District
Payment Report
May 2026

Num	Type	Date	Name	Funding Source	Expense Account	Paid Amount
Check	EFT	05/01/26	Delta Dental	A010 - Administrative Expenses	5531212 · Dental Benefits	3,226.15
Check	EFT	05/01/26	Tilley Court Caves, LLC	A010 - Administrative Expenses	5314501 · Office Rent	8,680.00
15425	Credit Card Charge	05/03/26	Safeway	G019.28 Dawkins	5314901 · Meeting & Event	24.10
15372	Credit Card Charge	05/04/26	Center for Natural Lands Management	W170 - FY25-27 RGP	5314107 · Project Supplies	786.26
Bill Pmt -Check	EFT	05/04/26	Comcast	A010 - Administrative Expenses	5314204 · Internet Services	261.71
15331	Credit Card Charge	05/05/26	Lowe's	W170 - FY25-27 RGP	5314107 · Project Supplies	32.92
15333	Credit Card Charge	05/05/26	Tractor Supply	W170 - FY25-27 RGP	5314108 · Construction & Restoration Work	838.78
15334	Credit Card Charge	05/05/26	Tractor Supply	W170 - FY25-27 RGP	5314108 · Construction & Restoration Work	167.76
Check	EFT	05/05/26	Regence - Health Care		5531210 · Medical Benefits	41,217.11
Check	EFT	05/05/26	TPSC Benefits		5531216 · HRA Admin	345.00
15332	Credit Card Charge	05/06/26	Pilot Travel Center	W170 - FY25-27 RGP	5314107 · Project Supplies	35.88
15341	Credit Card Charge	05/06/26	WA St Dept of Ecology - Cashiering Unit	R035 - Shore Friendly Phase	5314302 · Staff - Conference & Training	108.36
15401	Credit Card Charge	05/06/26	Costco	M065 - FY25-29 Olympia Urban Farmland	5314107 · Project Supplies	32.89
15403	Credit Card Charge	05/06/26	Home Depot	M065 - FY25-29 Olympia Urban Farmland	5314107 · Project Supplies	24.11
15404	Credit Card Charge	05/06/26	Home Depot	M065 - FY25-29 Olympia Urban Farmland	5314107 · Project Supplies	34.67
15405	Credit Card Charge	05/06/26	Home Depot	M065 - FY25-29 Olympia Urban Farmland	5314107 · Project Supplies	13.60
15363	Credit Card Charge	05/07/26	US Postal Service	T098 - Soil Health Testing	5314202 · Postage & Shipping	11.11
15438	Credit Card Charge	05/07/26	Lincoln Creek Lumber	W170 - FY25-27 RGP	5314107 · Project Supplies	21.92
15443	Credit Card Charge	05/07/26	Starlink	T030 - District Communications	5314204 · Internet Services	5.00
1490968360	Credit Card Charge	05/07/26	QuickBooks Time Support (TSheets)	A010 - Administrative Expenses	5314102 · Audit & Accounting	267.67
Liability Check		05/07/26	QuickBooks Payroll Service		Payroll	61,663.96
15353	Credit Card Charge	05/08/26	Ace Hardware	W170 - FY25-27 RGP	5314107 · Project Supplies	43.87
15354	Credit Card Charge	05/08/26	Pilot Travel Center	W170 - FY25-27 RGP	5314107 · Project Supplies	10.00
15355	Credit Card Charge	05/08/26	TCD No Till Drill Rental Program	TC400 - VSP	5314107 · Project Supplies	100.00
Bill Pmt -Check	23369	05/08/26	Capitol Land Trust	S100 - WDFW BuildingConservation Capacity	560000 · Sub-Awards / Pass-Through	5,982.87
Bill Pmt -Check	23370	05/08/26	Community Farm Land Trust	SLP077 - WDFW REPI Landowner Support	5314100 · Professional Services	3,250.00
Bill Pmt -Check	23371	05/08/26	Esco Pacific Signs	T032 - TCD Signage	5314400 · Advertising	2,990.82
Bill Pmt -Check	23372	05/08/26	Geoffrey Mueller	W070 - CREP	5314109 · Cost Share	2,357.55
Bill Pmt -Check	23373	05/08/26	Joseph Gabiou	TC400 - VSP:TC450 - VSP Cost Share	5314100 · Professional Services	650.00
Bill Pmt -Check	23374	05/08/26	Marlena Blua	Various Funding Sources	Restoration Crew Intern Stipend	1,600.00
Bill Pmt -Check	23375	05/08/26	Mason Conservation District	Various Funding Sources	560000 · Sub-Awards / Pass-Through	39,465.08
Bill Pmt -Check	23376	05/08/26	Midwest Labs	T098 - Soil Health Testing	5314117 · Soil Testing	472.75
Bill Pmt -Check	23377	05/08/26	Olympia Ecosystems	S100 - WDFW BuildingConservation Capacity	560000 · Sub-Awards / Pass-Through	2,520.00
Bill Pmt -Check	23378	05/08/26	Richard Gloor	Various Funding Sources	Restoration Crew Intern Stipend	1,600.00
Bill Pmt -Check	23379	05/08/26	Smartsheet Inc.	Various Funding Sources	5314505 · Software Licenses	10,595.82
Bill Pmt -Check	23380	05/08/26	South Puget Sound Salmon Enhancement Gro	G019-SS GREEN Interlocal	5314100 · Professional Services	1,800.00
Bill Pmt -Check	23381	05/08/26	Streamline Earthworks, LLC	W170 - FY25-27 RGP	5314100 · Professional Services	1,624.50
Bill Pmt -Check	23382	05/08/26	Tabitha Lederer	Various Funding Sources	Restoration Crew Intern Stipend	1,600.00
Bill Pmt -Check	23383	05/08/26	Tom Berryman	T096 - Soil Health Equipment Rentals	3090508 · Refundable Deposit Paid	150.00
Bill Pmt -Check	23385	05/08/26	Wild Fish Conservancy	E042 - Chehalis Tributary Data Collection	5314100 · Professional Services	1,191.50
Bill Pmt -Check	23386	05/08/26	William Townsend	W070 - CREP	5314109 · Cost Share	6,531.46
Bill Pmt -Check	23387	05/08/26	Hannah's Cleaning Service	A010 - Administrative Expenses	5314104 · Janitorial Services	700.00
Bill Pmt -Check	23388	05/08/26	Olympia Computer	A010 - Administrative Expenses	5314103 · Computer Services	3,616.21

Bill Pmt -Check	23389	05/08/26	Petrocard	A010 - Administrative Expenses	5313201 · Vehicle Fuel	554.67
Bill Pmt -Check	23390	05/08/26	Primo Brands	A010 - Administrative Expenses	5313101 · Office Supplies	35.05
Bill Pmt -Check	23391	05/08/26	WA St Dept of Ecology - Cashiering Unit	Various Funding Sources	5314108 · Construction & Restoration Work	26,134.85
Bill Pmt -Check	23392	05/08/26	WA St Dept of Agriculture	W170 - FY25-27 RGP	5314302 · Staff - Conference & Training	75.00
Bill Pmt -Check	23393	05/08/26	WA St Dept of Agriculture	W170 - FY25-27 RGP	5314302 · Staff - Conference & Training	75.00
Bill Pmt -Check	23394	05/08/26	WA St Dept of Agriculture	W170 - FY25-27 RGP	5314302 · Staff - Conference & Training	75.00
Bill Pmt -Check	23395	05/08/26	WA St Dept of Agriculture	W170 - FY25-27 RGP	5314302 · Staff - Conference & Training	75.00
P1115232302	Credit Card Charge	05/10/26	Intuit	A010 - Administrative Expenses	5314102 · Audit & Accounting	658.53
15435	Credit Card Charge	05/11/26	Pilot Travel Center	W170 - FY25-27 RGP	5314107 · Project Supplies	25.52
15439	Credit Card Charge	05/11/26	Pilot Travel Center	W170 - FY25-27 RGP	5314107 · Project Supplies	41.50
Bill Pmt -Check	EFT	05/11/26	Puget Sound Energy	A010 - Administrative Expenses	5314701 · Electricity	486.23
Liability Check	EFT	05/11/26	Internal Revenue Service		3861004 · Federal Income Tax Payable	20,920.52
Liability Check	EFT	05/11/26	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	23,498.25
15361	Credit Card Charge	05/12/26	Pilot Travel Center	A010 - Administrative Expenses	5354803 · Vehicle Maintenance	30.71
15365	Credit Card Charge	05/12/26	Millenium Auto Detail	A010 - Administrative Expenses	5354803 · Vehicle Maintenance	341.89
15366	Credit Card Charge	05/12/26	Jiffy Lube	A010 - Administrative Expenses	5354803 · Vehicle Maintenance	143.41
15368	Credit Card Charge	05/12/26	Home Depot	A010 - Administrative Expenses	5354803 · Vehicle Maintenance	19.72
15444	Credit Card Charge	05/12/26	Facebook	SLP076 - Ecostudies REPI	5314400 · Advertising	12.36
15383	Credit Card Charge	05/13/26	Les Schwab Tire Center	T050 - Restoration Crew & Equipment Fund	5354803 · Vehicle Maintenance	2,094.03
15402	Credit Card Charge	05/13/26	Lincoln Creek Lumber	M065 - FY25-29 Olympia Urban Farmland	5314107 · Project Supplies	27.41
15441	Credit Card Charge	05/13/26	Pilot Travel Center	W170 - FY25-27 RGP	5314107 · Project Supplies	13.36
15445	Credit Card Charge	05/13/26	US Postal Service	R035 - Shore Friendly Phase	5314202 · Postage & Shipping	80.34
15458	Credit Card Charge	05/13/26	Facebook	T030 - District Communications	5314400 · Advertising	21.94
15370	Credit Card Charge	05/14/26	US Postal Service	T098 - Soil Health Testing	5314202 · Postage & Shipping	12.87
15382	Credit Card Charge	05/14/26	Amazon	TCC:G019.28 Dawkins	5945363 · Equipment & Office Furniture	460.71
15433	Credit Card Charge	05/14/26	Costco	M065 - FY25-29 Olympia Urban Farmland	5314107 · Project Supplies	72.38
15446	Credit Card Charge	05/14/26	Rainier Dodge	A010 - Administrative Expenses	5354803 · Vehicle Maintenance	1,773.13
8854403	Credit Card Charge	05/14/26	Buzzsprout	T030 - District Communications	5314207 · Web Hosting and Maintenance	12.00
G158823754	Credit Card Charge	05/14/26	Microsoft	Various Funding Sources	5314505 · Software Licenses	589.58
15373	Credit Card Charge	05/15/26	Annie Brulle Illustration	G019.104 ESD 113 Climate Ed	5314901 · Meeting & Event	60.00
15397	Credit Card Charge	05/15/26	Fred Meyer	SLP075 - NACD SLP	5314901 · Meeting & Event	100.05
Check	EFT	05/15/26	TPSC Benefits	A010 - Administrative Expenses	5531216 · HRA Admin	145.00
15424	Credit Card Charge	05/17/26	Twister Donuts	T070 - Teens in Thurston Volunteer Program	5314901 · Meeting & Event	30.37
Bill Pmt -Check	EFT	05/18/26	Ricoh USA, Inc.	A010 - Administrative Expenses	5314503 · Equipment Leases	693.84
E0300ZQHWP	Credit Card Charge	05/19/26	Microsoft	A010 - Administrative Expenses	5314505 · Software Licenses	16.46
15384	Credit Card Charge	05/19/26	Canva	W070 - CREP	5314203 · Printing Services	50.46
15392	Credit Card Charge	05/19/26	Walmart	W170 - FY25-27 RGP	5314107 · Project Supplies	19.27
Bill Pmt -Check	EFT	05/19/26	Verizon	A010 - Administrative Expenses	5314201 · Telephone	1,206.94
Bill Pmt -Check	EFT	05/19/26	VSP - Vision Care	A010 - Administrative Expenses	5531213 · Vision Insurance	335.51
Bill Pmt -Check	EFT	05/19/26	USAbLe.Life	A010 - Administrative Expenses	5531214 · Life Insurance	275.04
Bill Pmt -Check	EFT	05/19/26	Puget Sound Energy	A010 - Administrative Expenses	5314701 · Electricity	118.13
Bill Pmt -Check	EFT	05/19/26	Puget Sound Energy	A010 - Administrative Expenses	5314701 · Electricity	249.21
15386	Credit Card Charge	05/20/26	Amazon	W170 - FY25-27 RGP	5314107 · Project Supplies	171.10
15387	Credit Card Charge	05/20/26	Drip Depot	Various Funding Sources	5314107 · Project Supplies	2,204.15
15388	Credit Card Charge	05/20/26	Amazon	R035 - Shore Friendly Phase	5313101 · Office Supplies	44.96
15440	Credit Card Charge	05/20/26	Walmart	W170 - FY25-27 RGP	5314107 · Project Supplies	19.27
64352510	Credit Card Charge	05/20/26	Garmin	A010 - Administrative Expenses	5314205 · Garmin	43.86
Liability Check	23397	05/20/26	WSCCE - Council 2		3861008 · Union Dues	1,534.53

Bill Pmt -Check	23398	05/20/26	Benson Farms, Inc (BFI)	W170 - FY25-27 RGP	5314107 · Project Supplies	283.48
Bill Pmt -Check	23399	05/20/26	FCS, a Bowman Company	T043 - Rates & Charges Initiative	5314100 · Professional Services	1,776.25
Bill Pmt -Check	23400	05/20/26	Ghader Alrashid	Various Funding Sources	Restoration Crew Intern Stipend	1,600.00
Bill Pmt -Check	23401	05/20/26	Marlena Blua	Various Funding Sources	Restoration Crew Intern Stipend	1,600.00
Bill Pmt -Check	23402	05/20/26	Spencer Nakashima	W170 - FY25-27 RGP	Restoration Crew Intern Stipend	400.00
Bill Pmt -Check	23403	05/20/26	Tabitha Lederer	Various Funding Sources	Restoration Crew Intern Stipend	1,600.00
Bill Pmt -Check	23404	05/20/26	WA St Dept Of Enterprise Services Real Es	T021 - Conservation Education Center	5314100 · Professional Services	283.50
Bill Pmt -Check	23405	05/20/26	MacKenzy Ernstrom	A010 - Administrative Expenses	5314102 · Audit & Accounting	34.81
Bill Pmt -Check	23406	05/20/26	FP Mailing Solutions	A010 - Administrative Expenses	5314503 · Equipment Leases	121.43
Bill Pmt -Check	23407	05/20/26	Petrocard	A010 - Administrative Expenses	5313201 · Vehicle Fuel	404.91
Bill Pmt -Check	23408	05/20/26	WA St Conservation Commission	A010 - Administrative Expenses	5314504 · Vehicle Leases	1,029.12
Bill Pmt -Check	23409	05/20/26	All Shield Pest Control	A010 - Administrative Expenses	5314705 · Pest Control	164.55
Bill Pmt -Check	23410	05/20/26	Community Farm Land Trust	S100 - WDFW BuildingConservation Capacity	5314100 · Professional Services	3,262.50
15394	Credit Card Charge	05/21/26	US Postal Service	T098 - Soil Health Testing	5314202 · Postage & Shipping	9.64
15436	Credit Card Charge	05/21/26	Thurston County Solid Waste	W170 - FY25-27 RGP	5314702 · Garbage Service	93.00
15437	Credit Card Charge	05/21/26	Thurston County Solid Waste	W170 - FY25-27 RGP	5314702 · Garbage Service	156.00
Liability Check		05/21/26	QuickBooks Payroll Service		Payroll	63,905.50
15426	Credit Card Charge	05/26/26	Etsy	G019.130 Inspire Olympia	5314107 · Project Supplies	183.64
Bill Pmt -Check	23411	05/26/26	Maltilda Smither-Winslow	M065 - FY25-29 Olympia Urban Farmland	5314000 · Intern Stipends	500.00
Bill Pmt -Check	23412	05/26/26	WADE	Various Funding Sources	5314302 · Staff - Conference & Training	11,800.00
	Credit Card Charge	05/27/26	ADT Security Services	A010 - Administrative Expenses	5314704 · Office Security	58.13
15406	Credit Card Charge	05/27/26	Trader Joes	T044 - Board Intiatives & MeetingSupplies	5314310 · Board Meeting Snacks	76.44
15414	Credit Card Charge	05/27/26	Dell	S100 - WDFW BuildingConservation Capacity	5945364 · Computer Hardware	2,479.22
15431	Credit Card Charge	05/27/26	Kasco Manufacturing Co., Inc.	M095 - WCRRI Prairie Habitat Enhancement	5354802 · Rental Equipment Maintenance	430.00
15432	Credit Card Charge	05/27/26	The Barn Nursery	M065 - FY25-29 Olympia Urban Farmland	5314107 · Project Supplies	43.28
15407	Credit Card Charge	05/28/26	US Postal Service	T098 - Soil Health Testing	5314202 · Postage & Shipping	11.11
15411	Credit Card Charge	05/28/26	South Bay Grange	Various Funding Sources	5314901 · Meeting & Event	450.00
15422	Credit Card Charge	05/28/26	Drip Depot	Various Funding Sources	5314107 · Project Supplies	521.75
15409	Credit Card Charge	05/30/26	Fog and Fern Coffee House	R035 - Shore Friendly Phase	5314901 · Meeting & Event	31.81
15410	Credit Card Charge	05/30/26	Fred Meyer	R035 - Shore Friendly Phase	5314901 · Meeting & Event	11.48
Check		05/31/26	T096 - Soil Health Equipment Rentals- No-Till Drill Rentals		3451121 · No-Till Drill Rentals	192.75
Credit Memo	053126TC401	05/31/26	WA St Dept of Revenue		3861100 · Sales Tax Payable	18.70
Check		05/31/26	TCD Programs:T097 - Plant Sale		3451140 · Plant Sales	31.77
Credit Memo	053126TC402	05/31/26	WA St Dept of Revenue		3861100 · Sales Tax Payable	3.08



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title: FY25-27 Ecology Stormwater Funding Agreement	
Lead Staff: Stephanie Bishop	Board Meeting Date: 06/24/26
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 (RECIPIENT) will provide outreach, education and technical assistance on Green Stormwater Infrastructure (GSI) benefits and implementation methods. The RECIPIENT will create a GSI Influencer toolkit and workshop series, GSI workshops and technical site visits, and GSI project design and installation for residents of Thurston County and professional audiences.</p>	
Pros: Funding to begin a GSI program at the district	Cons: none
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>	
Will provide funding including staff time and project funds to expand knowledge of GSI throughout Thurston Co.	
Recommended Action:	<i>What decision do you recommend the board make?</i>
Approve	
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>	
Draft contract for ThurCD-00045 (note Ecology still needs to update the signature line as I am listed as the Authorized Signatory. I requested they make that change and send it back out	





Agreement No. WQNEPSW-2025-ThurCD-00045

WATER QUALITY NEP STORMWATER STRATEGIC INITIATIVE 2.0 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:	From Rain to Resilience: Thurston’s Green Stormwater Future
Total Cost:	\$198,986.25
Total Eligible Cost:	\$198,986.25
Ecology Share:	\$198,986.25
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	09/30/2025
The Expiration Date of this Agreement is no later than:	12/31/2027
Project Type:	NEP Stormwater Strategic Initiative 2.0

Project Short Description:

Thurston Conservation District (RECIPIENT) will provide outreach, education and technical assistance on Green Stormwater Infrastructure (GSI) benefits and implementation methods. The RECIPIENT will create a GSI Influencer toolkit and workshop series, GSI workshops and technical site visits, and GSI project design and installation for residents of Thurston County and professional audiences.

Project Long Description:

The need for continuing education on Green Stormwater Infrastructure (GSI) practices is high among city and county planners, influencers, and the rapidly growing community of Thurston County. Based on estimates from 2018-2023 census data, population growth in Thurston County is expected to skyrocket to include an additional 400,000 residents by 2045. With the population boom comes an acute demand for housing and the need for additional stormwater management. In addition, more frequent and intense storm events and flooding are hitting Thurston County, causing the risk of polluted stormwater entering Puget Sound to grow.

Agreement No: WQNEPSW-2025-ThurCD-00045
Project Title: From Rain to Resilience: Thurston's Green Stormwater Future
Recipient Name: Thurston Conservation District

To improve climate, flood resilience, and quality of life for the residents of Thurston County, the RECIPIENT will partner with the City of Tumwater, City of Lacey, City of Olympia, and unincorporated Thurston County to engage key audiences and expand the collective knowledge of GSI through influencer development, community workshops and stewardship plans, and designing a demonstration project.

The RECIPIENT will develop a robust GSI influencer training series that will serve professional audiences, including local planners at the City and County levels, landscape professionals, developers, and facilities managers. The RECIPIENT will also produce a toolkit that can be used by participants to launch their own GSI social marketing campaigns.

In addition, the RECIPIENT will present a series of community workshops focused on neighborhoods, homeowners' associations (HOAs), and individual land managers located within priority basins identified in the Stormwater Management Action Plans (SMAPs) for each partnering jurisdiction. The RECIPIENT will engage with two large communities or HOAs to provide additional technical assistance in the form of a Stewardship Plan that will guide the communities or HOAs in selecting, designing, and installing future GSI projects on their properties.

The RECIPIENT will develop a GSI implementation feasibility analysis for selected communities and individuals that participate in the community workshops. Using results from the feasibility analysis, the RECIPIENT will then select sites to design and install up to four GSI BMP(s). In addition, the RECIPIENT will select sites to produce up to three preliminary designs for GSI BMP(s).

Throughout the entirety of the project, the RECIPIENT will regularly convene a group of local professionals in a Stormwater Advisory Group to help inform and provide feedback on project design, implementation, and outreach.

Through direct outreach to multiple audiences, implementation and design of GSI projects, this proposal will focus on building relationships with a diverse cross-section of the community of Thurston County, creating lasting tools that will benefit the community for many years after the grant funding ends.

Overall Goal:

1. Host up to 7 GSI workshops reaching up to 50 attendees.
2. Install up to 4 GSI BMPs
3. Create up to 3 preliminary GSI designs

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045
 Project Title: From Rain to Resilience: Thurston's Green Stormwater Future
 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

<p>Project Manager</p>	<p>Stephanie Bishop Program Director</p> <p>582 Tilley Rd SE Ste 152 Olympia, Washington 98501 Email: sbishop@thurstoncd.com Phone: (360) 999-0170</p>
<p>Billing Contact</p>	<p>Stephanie Bishop Program Director</p> <p>582 Tilley Rd SE Ste 152 Olympia, Washington 98501 Email: sbishop@thurstoncd.com Phone: (360) 999-0170</p>
<p>Authorized Signatory</p>	<p>Stephanie Bishop Program Director</p> <p>582 Tilley Rd SE Ste 152 Olympia, Washington 98501 Email: sbishop@thurstoncd.com Phone: (360) 999-0170</p>

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045
 Project Title: From Rain to Resilience: Thurston's Green Stormwater Future
 Recipient Name: Thurston Conservation District

ECOLOGY INFORMATION

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

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

Contacts

<p>Project Manager</p>	<p>Stephanie Herbst Project and Financial Manager</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: sher461@ecy.wa.gov Phone: (360) 628-1911</p>
<p>Financial Manager</p>	<p>Cheyenne Brown</p> <p>4601 N Monroe Street Spokane, Washington 99205-1295 Email: CHEY461@ecy.wa.gov Phone: (509) 999-0682</p>

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston's Green Stormwater Future

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.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

Thurston Conservation District

By: _____

By: _____

Jon Kenning, PhD
Water Quality
Program Manager
Date

Stephanie Bishop
Program Director
Date

Template Approved to Form by
Attorney General's Office

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston’s Green Stormwater Future

Recipient Name: Thurston Conservation District

SCOPE OF WORK

Task Number: 1 **Task Cost: \$9,125.00**

Task Title: Project Development

Task Description:

1.1 QUALITY ASSURANCE PROJECT PLAN (QAPP) DEVELOPMENT

Work related to data collection or analysis may not begin until the Quality Assurance Project Plan (QAPP) is approved by the Washington State Department of Ecology’s National Estuary Program Quality Coordinator (NEP QC) or the NEP QC provides written documentation that a QAPP is not required.

Per EPA sub-award terms and conditions, for projects that involve the collection, production, evaluation, or use of environmental information, the RECIPIENT must submit a Quality Assurance Project Plan (QAPP) to the Washington State Department of Ecology’s NEP Quality Coordinator (NEP QC) using EPA’s NEP guidance for QAPPs. Project work should not begin until the Quality Assurance Project Plan (QAPP) has Quality Assurance approval. At contract start, the RECIPIENT must work with the NEP QC to ensure the project meets quality assurance requirements per the contract terms and conditions.

The RECIPIENT is also required to conduct and document an annual review of the approved QAPP with ECOLOGY for projects exceeding one year in duration. For any changes prior to the annual review the RECIPIENT must contact the NEP QC to confirm required documentation. Changes may include but are not limited to new sampling sites, extended timeline, updated methods, and changes to analysis.

1.2 CULTURAL RESOURCE REVIEW

The RECIPIENT will comply with Section 106 cultural resources review requirements that involve any project site disturbance.

To initiate cultural resources, review the RECIPIENT will:

1. Complete and submit an Ecology Cultural Resources Review Form, and or a cultural resources report completed by a licensed professional to ECOLOGY.
2. Complete and submit an Ecology Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site.

The RECIPIENT will complete all cultural resource review requirements as described in this agreement and the Final Determination by ECOLOGY prior to any site disturbing work.

*Cultural Resources Review may take up to 45-60 days to complete.

1.3 SEPA/NEPA

The RECIPIENT, as the lead agency, will determine if SEPA is required. As applicable, the RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY Project Manager review and notify the ECOLOGY Project Manager when the official comment period begins. The RECIPIENT will also upload the final SEPA/NEPA determination.

1.4 PROJECT INITIAL FACTSHEETS

Using the template provided, the RECIPIENT must complete an initial one-page project factsheet at the outset of the grant and a final one-page factsheet at the end of the grant. The initial factsheet will provide an overview of the project

Agreement No: WQNEPSW-2025-ThurCD-00045
 Project Title: From Rain to Resilience: Thurston’s Green Stormwater Future
 Recipient Name: Thurston Conservation District

and a brief description of the RECIPIENT’s organization. The RECIPIENT will submit the initial factsheet with the first quarterly progress report.

1.5 PROJECT FINAL FACTSHEETS

The RECIPIENT will submit the final factsheet at the end of the grant to summarize project outcomes, lessons learned, and next steps. The Stormwater SIL will make the factsheets publicly available through the website <https://pugetsoundestuary.wa.gov/>.

Task Goal Statement:

The RECIPIENT will develop a plan for project implementation and monitoring (if required) to support the successful completion of the PROJECT.

Task Expected Outcome:

The RECIPIENT will produce and submit to ECOLOGY a QAPP (if required) prior to commencement of the PROJECT. The RECIPIENT will complete project factsheets before the end of the project.

Project Development

Deliverables

Number	Description	Due Date
1.1	Copy of signed QAPP or QAPP waiver documentation. Upload to EAGL and notify SWSIL PM and FM	
1.2	An ECOLOGY Cultural Resources Review Waiver or ECOLOGY Final Determination and IDP.	
1.3	NEPA/SEPA determination if required. Upload to EAGL and notify SWSIL PM and FM.	
1.4	Initial Project Factsheet. Upload to EAGL and notify SWSIL PM and FM.	
1.5	Final Project Factsheet. Upload to EAGL and notify SWSIL PM and FM.	

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston's Green Stormwater Future

Recipient Name: Thurston Conservation District

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$16,268.25

Task Title: Project Administration and Reporting

Task Description:

Task 2 describes the project administrative and reporting requirements. The RECIPIENT will refer to and comply with all underlying state and federal terms and conditions.

2.1 PROGRESS REPORTS/PAYMENT REQUESTS (PRPR)

The RECIPIENT will complete quarterly payment request and progress reports (PRPR) in EAGL (Ecology Administration of Grants and Loans). The RECIPIENT will maintain project records, submit requests for reimbursement with corresponding backup documentation, and fully complete progress reports. Quarterly reporting periods are:

Q1 reporting period: Jan 1 – Mar 31; due April 30

Q2 reporting period: April 1 – June 30; due July 30

Q3 reporting period: July 1 – Sept 30; due Oct 30

Q4 reporting period: Oct 1 – Dec 31; due Jan 30

Progress reports shall include a description of work completed for each task/subtask during the reporting period, including what deliverables were completed and submitted during the reporting period, total allowable spending by task, status for ongoing project tasks, challenges affecting task-specific or overall project completion date(s), scope of work, or costs, evidence of satisfactory completion of all reporting requirements.

The RECIPIENT will submit invoices at least quarterly, but no more frequently than monthly.

2.2 EPA FEATS REPORTING

The RECIPIENT will complete semi-annual FEATS (Financial and Ecosystem Accounting Tracking System) progress reports and a final FEATS report. The final FEATS report will be submitted within 60 days of the grant expiration date and will reflect the final project billing. The final FEATS report must describe task work completed throughout the project, highlight project outcomes, and summarize lessons learned.

FEATS Reporting Periods:

April 1 – Sept 30, Due with Q3 progress reporting

Oct 1 – Mar 31, Due with Q1 progress reporting

2.3 RECIPIENT CLOSE OUT REPORT (RCOR) IN EAGL

At the conclusion of the project, the RECIPIENT will complete the Recipient Close Out Report (RCOR) in EAGL. The RCOR Form will include project accomplishments, challenges, and all relevant project information.

2.4 WATER QUALITY EXCHANGE (WQX) AND EIM DATA REPORTING

The WQX is the tool for data partners to submit monitoring data to EPA. If the RECIPIENT collects any physical, chemical, or environmental data. Then the RECIPIENT's QAPP will specify data to be reported through WQX.

Data for a calendar year (Jan 1 – Dec. 31) must be submitted at least annually.

See WQX information, including tutorials, found at EPA's website

WQX reporting completed by: end of project, if needed

The RECIPIENT will also submit all environmental data to ECOLOGY's Environmental Informational Management System (EIM). The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully uploaded, find instructions at Ecology website.

Agreement No: WQNEPSW-2025-ThurCD-00045
 Project Title: From Rain to Resilience: Thurston’s Green Stormwater Future
 Recipient Name: Thurston Conservation District

2.5 CONTRACTS AND SUBAWARDS

The RECIPIENT may execute one or more subcontracts (professional services agreements). Selection of subcontractor by RECIPIENT must comply with applicable provisions of 2 CFR Part 200 and the EPA Subaward Policy. Meeting(s) may be held to clarify the scope, schedule, and deliverables. The RECIPIENT and subcontractor will execute the contract and hold a kick-off meeting.

The RECIPIENT will procure services in accordance with state law and include ECOLOGY’s standard contract clauses and/or specification insert in the contract documents. The RECIPIENT must submit contracts for professional services prior to ECOLOGY reimbursement.

Task Goal Statement:

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

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, EAGL closeout report, FEATS reports, and final project report.
- * Properly maintained project documentation

Project Administration and Reporting

Deliverables

Number	Description	Due Date
2.1	Quarterly Progress Reporting	
2.2	FEATS Reporting	
2.3	Recipient Close Out Report Completed in EAGL	
2.4	WQX and EIM Data Reporting	
2.5	Copy(s) of final consultant contract(s) subawards. Upload to EAGL and notify SWSIL PM and FM.	

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston’s Green Stormwater Future

Recipient Name: Thurston Conservation District

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$4,125.00

Task Title: Stormwater Advisory Group

Task Description:

The RECIPIENT will coordinate with an existing group of local stormwater professionals, referred to as the Stormwater Advisory Group, to guide project strategy, troubleshoot barriers, and amplify successes. Group members may include professionals such as water resource specialists, planners, and stormwater engineers. The RECIPIENT will request assistance from the Stormwater Advisory Group when developing and engaging in outreach prioritization and strategies for the GSI Influencer Training Workshops (Task 4) and Neighborhood GSI Stewardship Workshops as well as providing feedback in prioritizing sites for GSI planning and neighborhood projects (Tasks 5, 6, & 7). The RECIPIENT will convene with the Group on a quarterly basis to discuss project progress and request feedback and input on project outreach, planning and implementation.

3.1 STORMWATER ADVISORY GROUP QUARTERLY REPORTS

The RECIPIENT will prepare quarterly reports on Stormwater Advisory Group activities throughout the duration of the project. These reports will include a list of all meetings had, attendees, meeting agendas and notes including any feedback and decision making on key project milestones, and copies of any presentations.

Task Goal Statement:

This Task will develop a Stormwater Advisory Group to guide project strategy, troubleshoot barriers, and amplify successes.

Task Expected Outcome:

This Task will produce Stormwater Advisory Group Reports that describe strategies for training workshops and prioritize sites for GSI planning and neighborhood projects.

Stormwater Advisory Group

Deliverables

Number	Description	Due Date
3.1	Upload Stormwater Advisory Group Reports to EAGL and Notify SWSIL PM and FM.	

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston’s Green Stormwater Future

Recipient Name: Thurston Conservation District

SCOPE OF WORK

Task Number: 4 **Task Cost:** \$82,500.00

Task Title: GSI Influencer Training Series

Task Description:

The RECIPIENT will host a minimum of three workshops to educate professional landscapers, developers, planners and other influential groups on social marketing strategies promoting the use of GSI. The workshops will consist of two webinars and one site visit. The RECIPIENT will also create a toolkit to assist workshop attendees and GSI professionals in creating their own GSI social marketing campaigns.

The RECIPIENT will credit the funding source in accordance with the Terms and Conditions of this subaward. according to the Terms and Conditions of this subaward, including any outreach and educational materials produced.

4.1 GSI WORKSHOP OUTREACH AND TOOLKIT DEVELOPMENT

The RECIPIENT will conduct outreach and advertise for GSI Influencer Workshops.

The RECIPIENT will create a toolkit for workshop attendees to later use in their own GSI social marketing efforts. The toolkit will contain GSI- themed social media posts, website banners and a “Stormwater Ambassador” badge to enhance their outreach.

The RECIPIENT will submit a draft of the Toolkit for ECOLOGY to review prior to the webinar. The RECIPIENT will provide ECOLOGY with a minimum of 30 days to review the toolkit and provide technical feedback. The RECIPIENT will incorporate ECOLOGY’s feedback prior to publication.

4.2 GSI WORKSHOPS

The RECIPIENT will host a minimum of 3 workshops (consisting of two webinars and a site visit) to improve stormwater and green stormwater infrastructure (GSI) knowledge. The RECIPIENT will prepare two audience-specific webinars, one tailored for landscapers and developers, and the other tailored to planners and other influential groups using social marketing strategies from the Framework for Green Stormwater Infrastructure. Webinar training will showcase stormwater solutions including GSI and nature-based methods. After the webinars, the RECIPIENT will host an educational site visit for both groups of landscapers/developers and planners of successfully, previously installed GSI projects. Attendees of the workshops will receive the toolkit developed in Subtask 4.1.

The RECIPIENT will prepare a GSI Workshop Summary that includes the number and type of event held, number of attendees, meeting notes and agendas, and copies of any presentations.

Task Goal Statement:

This Task will develop a toolkit for GSI social marketing efforts and host a minimum of 3 workshops to improve stormwater and GSI knowledge.

Task Expected Outcome:

This Task will produce a toolkit and summary of GSI workshops.

Agreement No: WQNEPSW-2025-ThurCD-00045
 Project Title: From Rain to Resilience: Thurston’s Green Stormwater Future
 Recipient Name: Thurston Conservation District

GSI Influencer Training Series

Deliverables

Number	Description	Due Date
4.1	GSI Workshop Outreach Materials and Draft and Final Versions of Toolkit Upload to EAGL and Notify SWSIL PM and FM. ECOLOGY will have 30 days to provide feedback.	
4.2	GSI Workshop Summary Upload to EAGL and Notify SWSIL PM and FM.	

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston's Green Stormwater Future

Recipient Name: Thurston Conservation District

SCOPE OF WORK

Task Number: 5 **Task Cost:** \$22,740.00

Task Title: Neighborhood Outreach and Technical Assistance

Task Description:

The RECIPIENT will identify and engage private land managers in the communities prioritized in collaboration with the Stormwater Advisory Group (Task 3). The RECIPIENT will host up to four workshops to educate landowners on the benefits and methodology of implementing GSI in their neighborhoods. The RECIPIENT will offer workshop participants a free technical assistance site visit to evaluate stormwater and natural resource concerns and recommend GSI BMPs. The site visits will help identify potential neighborhood GSI project sites (Task 6). Additionally, the RECIPIENT will work with up to two homeowners' associations (HOAs) to develop Stewardship Plans for HOA members, focusing on stormwater, conservation enhancement, and GSI.

5.1 NEIGHBORHOOD GSI STEWARDSHIP WORKSHOPS

The RECIPIENT will hold up to four workshops, one per jurisdiction, in communities identified as priorities in local stormwater management action plans (SMAPs). These workshops will be designed for private land managers, providing education on natural lawn care, native plants, rain gardens, bioswales, green roofs, cisterns, and porous pavement options. The RECIPIENT will invite water resource specialists from the City of Olympia, City of Tumwater, City of Lacey and Thurston County to present at the workshops and share local stormwater perspectives, and experts to enhance community connections, and advocacy. Participants will receive comprehensive resources from each jurisdiction (e.g information about depave projects, Go Green Yard Care, how to build backyard habitat) and may request a free site visit from RECIPIENT staff.

The RECIPIENT will prepare a Neighborhood GSI Stewardship Workshops Summary which will include meeting agendas and notes, number of attendees, copies of any presentations, available event photos, and outreach materials.

5.2 NEIGHBORHOOD GSI SITE VISITS AND TECHNICAL ASSISTANCE

The RECIPIENT will conduct at least 10 site visits offering tailored guidance for implementing stormwater solutions. Site visits will be conducted on properties of interested parties identified in subtask 5.1.

The RECIPIENT will compile a Neighborhood Site Visit Summary which will include the number of visits conducted, the type of land use of the sites, and technical guidance provided to landowners to address stormwater considerations.

5.3 HOA STEWARDSHIP PLANS

The RECIPIENT will develop two Stewardship Plans for larger communities or HOAs. Stewardship Plans will include an assessment of existing natural resources concerns on the HOA properties and recommendations for Best Management Practices (BMPs) to address them.

The RECIPIENT will submit finalized Stewardship Plans to ECOLOGY.

5.4 GSI FEASIBILITY ANALYSIS

The RECIPIENT will develop an outline for a GSI feasibility analysis to identify and prioritize sites to both design and install GSI projects (Tasks 6 and 7) of interested participants of technical assistance visits and outreach conducted during Subtask 5.2. The analysis may include a description of the GSI site, a preliminary cultural resources review, and/or consultation with the Stormwater Advisory Group. As part of the process, the RECIPIENT will produce a form

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston’s Green Stormwater Future

Recipient Name: Thurston Conservation District

to characterize prioritization attributes of potential GSI projects.

The RECIPIENT will submit an outline of the GSI feasibility analysis process to ECOLOGY and allow 30 days for feedback.

The RECIPIENT will submit a draft copy of the GSI feasibility form to ECOLOGY and allow 30 days for feedback.

Task Goal Statement:

This Task will develop up to four neighborhood workshops and two stewardship plans for larger communities or HOAs.

Task Expected Outcome:

This Task will produce an outline for a GSI feasibility analysis to identify and prioritize sites for GSI projects.

Neighborhood Outreach and Technical Assistance

Deliverables

Number	Description	Due Date
5.1	Neighborhood GSI Stewardship Workshop Summary Upload to EAGL and Notify SWSIL PM and FM.	
5.2	Neighborhood GSI Site Visit Summary Upload to EAGL and Notify SWSIL PM and FM.	
5.3	HOA Stewardship Plan Upload to EAGL and Notify SWSIL PM and FM.	
5.4	Outline of GSI Feasibility Analysis. Email draft to ECOLOGY and upload final to EAGL and notify SWSIL PM and FM.	
5.5	GSI Feasibility Analysis Form. Email draft to ECOLOGY and upload final to EAGL and notify SWSIL PM and FM.	

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston’s Green Stormwater Future

Recipient Name: Thurston Conservation District

SCOPE OF WORK

Task Number: 6 **Task Cost:** \$23,000.00

Task Title: Neighborhood GSI Projects

Task Description:

The RECIPIENT will coordinate with private residential landowners to design and install up to four GSI BMPs, such as native plant installation, raingardens, permeable pavers or rain barrel installations. Sites will be selected using the GSI Feasibility Analysis (Subtask 5.4).

The RECIPIENT will ensure that all BMPs are designed by a qualified professional in accordance with the Stormwater Management Manual for Western Washington, or the Western Washington Raingarden Manual (2024). Design activities may include geotechnical scoping and surveying of project sites. The RECIPIENT shall ensure that any required permitting and landowner agreements are completed prior to any ground or site disturbing activity.

The RECIPIENT will acquire signed agreements from all landowners on the proposed GSI project properties prior to project implementation.

6.1 IDENTIFICATION AND SELECTION OF PROJECT SITES

The RECIPIENT will follow the GSI feasibility analysis developed in Task 5.4 to create a Site Selection Summary Report which will include the sites selected, ranking criteria results, a map of project sites, type of GSI BMP project, and considerations and feedback provided by the Stormwater Advisory Group and other project partners in site selection.

6.2 NEIGHBORHOOD GSI PROJECT DESIGN

The RECIPIENT will design up to four GSI BMP projects on residential properties. The RECIPIENT will design GSI projects in accordance with guidance provided in the Western Washington Raingarden Handbook (2024) and Stormwater Management Model (SWMMs). The RECIPIENT shall ensure that the BMPs are designed by persons with appropriate training, including any necessary certifications or licenses.

The RECIPIENT will acquire signed agreements from all landowners on the proposed GSI project properties prior to project implementation. The landowner agreement will include maintenance responsibilities.

The RECIPIENT will submit an ECOLOGY BMP Check List to ECOLOGY for a 45-day review and acceptance. The check list will include, among other details, draft designs, and construction schedule and procedures. The RECIPIENT will incorporate ECOLOGY feedback into the final design.

6.3 NEIGHBORHOOD GSI PROJECT INSTALLATION

Following completion of cultural resources review and consultation (Subtask 1.2), the RECIPIENT will install the GSI projects designed in Subtask 6.2. The RECIPIENT will submit an Ecology Construction Completion form for the installed projects, including final designs, a map, photos of the before and after conditions of the project sites, and O&M.

ECOLOGY will have 45-days to review and provide feedback.

6.4 NEIGHBORHOOD GSI PROJECT MAINTENANCE

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston’s Green Stormwater Future

Recipient Name: Thurston Conservation District

The RECIPIENT will develop and provide a Maintenance Plan for each landowner that describes proper monitoring, care and maintenance of their GSI projects and resources to receive technical assistance.

Task Goal Statement:

This Task will use the GSI feasibility analysis to select sites to design and install up to four neighborhood GSI BMP projects on residential properties.

Task Expected Outcome:

This Task will produce a maintenance plan for each landowner that describes the monitoring and care for the installed GSI projects.

Neighborhood GSI Projects

Deliverables

Number	Description	Due Date
6.1	Site Selection Summary Report. Upload to EAGL and Notify SWSIL PM and FM.	
6.2	Landowner Agreements and BMP Checklist Forms Upload to EAGL and Notify SWSIL PM and FM to begin 45-day Review.	
6.3	Construction Completion Forms Upload to EAGL and Notify SWSIL PM and FM to begin 45-day Review.	
6.4	Maintenance Plans Upload to EAGL and Notify SWSIL PM and FM.	

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston's Green Stormwater Future

Recipient Name: Thurston Conservation District

SCOPE OF WORK

Task Number: 7 **Task Cost:** \$32,915.00

Task Title: GSI Project Design

Task Description:

Using the GSI Feasibility Analysis (Subtask 5.4), the RECIPIENT will select and prioritize sites to create up to three preliminary designs for GSI projects. The RECIPIENT will select sites through a collaborative ranking and evaluation process between the RECIPIENT and the Stormwater Advisory Group, focusing on priority SMAP basins and featuring a variety of GSI practices. Eligible project sites may include land use such as private or publicly owned land.

Once sites are selected, the RECIPIENT will oversee the preparation of the draft and final versions of a design package. The RECIPIENT will ensure that all BMPs are designed by a qualified professional in accordance with the Stormwater Management Manual for Western Washington, or the Western Washington Raingarden Manual (2024). Design activities may include geotechnical scoping and surveying of project sites. The RECIPIENT will complete cultural resources review (Task 1.2) prior to beginning any ground or site disturbing activities.

Outside funding for these projects will be pursued to support implementation after completion of this subaward.

7.1 IDENTIFICATION AND SELECTION OF PROJECT SITES

The RECIPIENT will follow the GSI feasibility analysis developed in Task 5.4 to create a Site Selection Summary Report which will include the sites selected, ranking criteria results, a map of project sites, type of GSI BMP project, and considerations and feedback provided by the Stormwater Advisory Group and other project partners in site selection.

7.2 PRELIMINARY DESIGN DRAFT

The RECIPIENT will submit a 30% Design Package Draft to ECOLOGY for each project site selected. The design packages will include a map of the project site, site characterization, permit level design using the current Western Washington Stormwater Management Manual.

ECOLOGY will have 45-days to review and provide feedback.

7.3 PRELIMINARY DESIGN

Incorporating feedback from ECOLOGY and other project partners, the RECIPIENT will prepare an updated preliminary design for each project site. ECOLOGY may provide another round of review or acceptance of the preliminary design package.

Task Goal Statement:

This Task will use the GSI feasibility analysis to select sites to produce preliminary design packages for up to three larger-scale GSI BMP projects.

Task Expected Outcome:

This Task will produce up to three preliminary designs for larger-scale GSI projects.

Agreement No: WQNEPSW-2025-ThurCD-00045
 Project Title: From Rain to Resilience: Thurston’s Green Stormwater Future
 Recipient Name: Thurston Conservation District

GSI Project Design

Deliverables

Number	Description	Due Date
7.1	Site Selection Summary Report Upload to EAGL and Notify SWSIL PM and FM.	
7.2	Preliminary Design Draft Package Upload to EAGL and Notify SWSIL PM and FM to Begin 45-day Review.	
7.3	Preliminary Design Package Upload to EAGL and Notify SWSIL PM and FM to Begin 30-day Review.	

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston’s Green Stormwater Future

Recipient Name: Thurston Conservation District

SCOPE OF WORK

Task Number: 8 **Task Cost: \$8,313.00**

Task Title: Broader Impacts and Communication

Task Description:

The RECIPIENT will communicate project outcomes, lessons learned, and recommendations.

8.1 PRESENTATION OF RESULTS

At the conclusion of the project, the RECIPIENT will develop a presentation to be shown at an upcoming stormwater conference or meeting, and project staff will be available to answer questions and provide technical support to others looking to replicate this project. The RECIPIENT will provide any available meeting or conference agendas and notes, audience numbers, and copies of any presentations.

8.2 DRAFT FINAL REPORT

The RECIPIENT will complete a Draft Final Report. The Draft Final Report will summarize methods, results from each task, lessons learned, and draft plans (as applicable); include a map showing sample site locations; provide photo documentation before, during, and after the project; and provide recommendations for future work. The goal of the final report is to summarize replicable findings for project partners (Subtask 5.2).

ECOLOGY and other partners will have 30 days to review the draft Final Report and provide feedback.

8.3 FINAL REPORT

The RECIPIENT will complete a final report that incorporates the feedback and comments from ECOLOGY and other partners (Subtask 5.2). The Final Report will summarize methods, results from each task, lessons learned, and draft plans (as applicable); include a map showing sample site locations; provide photo documentation before, during, and after the project; and provide recommendations for future work.

Task Goal Statement:

This Task will communicate project outcomes, lessons learned, and recommendations.

Task Expected Outcome:

This Task will produce a presentation on PROJECT outcomes and a final report that summarizes methods, results from each task, lessons learned, and draft plans (as applicable).

Agreement No: WQNEPSW-2025-ThurCD-00045
 Project Title: From Rain to Resilience: Thurston’s Green Stormwater Future
 Recipient Name: Thurston Conservation District

Broader Impacts and Communication

Deliverables

Number	Description	Due Date
8.1	Presentation Materials Upload to EAGL and Notify SWSIL PM and FM.	
8.2	Draft Final Report uploaded to EAGL. Notify SWSIL PM and FM for 30-day review and comment period.	
8.3	Final Report uploaded to EAGL. Notify SWSIL PM and FM.	

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston's Green Stormwater Future

Recipient Name: Thurston Conservation District

BUDGET

Funding Distribution EG260662

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: NEP Stormwater Strategic Initiative 2.0

Funding Type: Grant

Funding Effective Date: 09/30/2025

Funding Expiration Date: 12/31/2027

Funding Source:

Title: Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program

Fund: FD

Type: Federal

Funding Source %: 100%

Description: Clean Water Act: Section 320

Federal Awarding Agency: U.S. Environmental Protection Agency

Federal Awarding Agency Contact: Haley Lewis

Federal Awarding Agency Phone: 206-553-0325

Federal Awarding Agency Email: Lewis.Haley@epa.gov

Federal Awarding Agency Address: 1200 6th Ave; Suite 155, Seattle WA 98101

ALN Catalog Name: Puget Sound Action Agenda

ALN Number: 66.123

FAIN: 01J95801

Research Grant: 10000229

Federal Award Date: 7/26/2021

Total Federal Award Amount: \$70,000,000.00

Federal Funds Obligated To Recipient: \$198,986.25

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston's Green Stormwater Future

Recipient Name: Thurston Conservation District

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 25%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

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

NEP Stormwater Strategic Initiative 2.0	Task Total
Project Development	\$ 9,125.00
Project Administration and Reporting	\$ 16,268.25
Stormwater Advisory Group	\$ 4,125.00
GSI Influencer Training Series	\$ 82,500.00
Neighborhood Outreach and Technical Assistance	\$ 22,740.00
Neighborhood GSI Projects	\$ 23,000.00
GSI Project Design	\$ 32,915.00
Broader Impacts and Communication	\$ 8,313.00

Total: \$ 198,986.25

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston’s Green Stormwater Future

Recipient Name: Thurston Conservation District

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
NEP Stormwater Strategic Initiative 2.0	0.00 %	\$ 0.00	\$ 198,986.25	\$ 198,986.25
Total		\$ 0.00	\$ 198,986.25	\$ 198,986.25

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

NEP EPA Programmatic Conditions

The RECIPIENT and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on the official assistance award document.

A. Semi-Annual Performance Reports – FEATS Reporting

The RECIPIENT shall submit performance reports, also known as Financial and Ecosystem Accounting Tracking Systems (FEATS) reports, every six (6) months during the life of the project. Reports are due 15 calendar days after the end of each reporting period. The reporting periods shall end March 31 and September 30th of each calendar year. Reports shall be submitted to the ECOLOGY Project Manager and will be provided electronically.

In accordance with 2 CFR 200.328, as appropriate, the RECIPIENT agrees to submit performance reports that include brief information on each of the following areas:

1. A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
2. The reasons why established goals were not met, if appropriate;
3. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the RECIPIENT shall immediately notify the ECOLOGY Project Manager of developments that have a significant impact on the award-supported activities. As appropriate, the recipient agrees to inform the ECOLOGY Project Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston's Green Stormwater Future

Recipient Name: Thurston Conservation District

B. Final Performance Report – FEATS Reporting

The RECIPIENT shall submit a final performance report through FEATS, which is due 30 calendar days after the expiration or termination of the grant. The report shall be submitted to the ECOLOGY Project Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.

C. Information Collection Requirements

The RECIPIENT agrees to comply with the requirements of the Paperwork Reduction Act in completing the project. If the scope of work includes a survey, a questionnaire or similar information-gathering activity, the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.), requires ECOLOGY clearance prior to the recipient's collection of information by means of identical questions posed to 10 or more persons.

The RECIPIENT will provide to the ECOLOGY Project Manager the following information: (1) description of the information to be collected; (2) explanation of the need for the information; and (3) to whom the survey is being directed.

D. Recognition of EPA Funding

The RECIPIENT agrees that all reports, documents, signage, videos, or other media, developed as part of this agreement shall contain the following statement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J95801-2 to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

E. Annual Conferences

The RECIPIENT may attend one or more appropriate conferences each year, which may be within the Puget Sound region. The specific conferences will be determined in consultation with the ECOLOGY Project Manager. The purpose of this requirement is to provide recipients with opportunities to learn about and benefit from other relevant initiatives and programs that relate to the funded work; to exchange information about their funded work with organizations that may benefit from their experience; and generally to raise awareness within the Puget Sound, Salish Sea, and large aquatic ecosystem protection and restoration communities of the funded work. Example of potentially relevant conferences include, but are not limited to, the biennial Salish Sea Ecosystem Conference; local or regional meetings of Tribal, professional, scientific, or other relevant associations. Specific conferences will depend on the nature of the work proposed. The RECIPIENT will be allowed to use award funds to pay for travel and lodging. The RECIPIENT should include anticipated costs for attending conferences in their proposed budget.

F. Peer Review

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products, the RECIPIENT must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the RECIPIENT will be provided to the ECOLOGY Project Manager prior to releasing any final reports or products resulting from the funded study.

G. WQX Requirement

Agreement No: WQNEPSW-2025-ThurCD-00045
Project Title: From Rain to Resilience: Thurston's Green Stormwater Future
Recipient Name: Thurston Conservation District

The RECIPIENT shall institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data resulting from this funding agreement and generated in accordance with an ECOLOGY approved Quality Assurance Project Plan (QAPP) as a result of this agreement, either directly or by subaward, is required to be entered into the Water Quality Portal (WQP) using either WQX or WQX web. Water quality data appropriate for the Water Quality Portal (WQP) include physical, chemical, and biological sample results for water, sediment and fish tissue. The data includes toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the Water Quality Portal structure. WQX web is a web-based tool to convert data into the WQX format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the Water Quality Portal, including tutorials, can be found at <https://www.epa.gov/waterdata/water-quality-data-wqx>. If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible in the Water Quality Portal or some other database. RECIPIENTS are encouraged to develop a cross walk between any non-WQX database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

H. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date - April 16, 2013), or the October 28, 2013 guidance. The RECIPIENT shall submit in writing a projects' consistency with the recommendations referenced above. When developing project proposals, the RECIPIENT should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by ECOLOGY. In order for ECOLOGY to evaluate a request for an exception, the RECIPIENT must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. ECOLOGY will confer with EPA, the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with ECOLOGY before making a final decision on a deviation request.

I. International Travel (Including Canada)

All International Travel must be approved by ECOLOGY BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your ECOLOGY Project Manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your ECOLOGY Project Manager.

J. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards.

Agreement No: WQNEPSW-2025-ThurCD-00045
Project Title: From Rain to Resilience: Thurston's Green Stormwater Future
Recipient Name: Thurston Conservation District

Information on these standards may be found at www.fgdc.gov

K. Lobbying and Litigation

All RECIPIENTS,

- i. The chief executive officer of the RECIPIENT organization shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The RECIPIENT shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii. The RECIPIENT agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The RECIPIENT shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any RECIPIENT who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv. Contracts awarded by the RECIPIENT shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v. Pursuant to Section 18 of the Lobbying Disclosure Act, the RECIPIENT affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

L. Quality Assurance Requirements (2 CFR 1500.11)

Acceptable Quality Assurance documentation must be submitted to the ECOLOGY Project Manager and Quality Assurance Manager within the dates below or another date as negotiated with the ECOLOGY Project Manager. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the ECOLOGY Project Manager in concert with the Quality Assurance Manager has approved the quality assurance document.

Instructions to Submit Quality Assurance Documents for Review

RECIPIENTS must submit the quality assurance project plan (QAPP) to ECOLOGY Project Manager and the Quality Assurance Manager. The RECIPIENT shall ensure that the awarded project involving environmental information issued under this agreement include appropriate quality requirements for the work. The RECIPIENT shall ensure Quality Assurance (QA) planning documents are in accordance with this term and condition; and implement all applicable approved QA planning documents.

Quality Assurance Project Plan (QAPP)

- a. Prior to beginning environmental information operations, the RECIPIENT must:
 - i. Submit a QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).
 - ii. The ECOLOGY Quality assurance manager will notify the RECIPIENT in writing if the previously EPA-approved QAPP is acceptable for this agreement.

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston's Green Stormwater Future

Recipient Name: Thurston Conservation District

Or

iii. Provide a copy of the approved QAPP if the RECIPIENT has an EPA-approved Quality Management Plan and a current EPA delegation to review and approve QAPPs.

b. The RECIPIENT must submit the QAPP 90 days after grant award, and/or no more than 180 days after grant award.

c. The RECIPIENT shall notify ECOLOGY Project Manager and Quality Assurance Manager when substantive changes are needed to the QAPP. Quality Assurance Manager may require the QAPP be updated and re-submitted for approval.

d. The RECIPIENT must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the Project Manager and the QAM at least annually and may also be submitted when changes occur.

For Reference:

ECOLOGY QAPP Information and Templates:

<https://ecology.wa.gov/issues-and-local-projects/investing-in-communities/scientific-services/quality-assurance/quality-assurance-for-grantees>

M. Animal Subjects

The RECIPIENT agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at: <http://www.nal.usda.gov/awic/pubs/IACUC/vert.htm>. For additional information about the Principles, the recipient should consult the Guide for Care and Use of Laboratory Animals, prepared by the Institute of Laboratory Animal Resources, National Research Council and can be accessed at: <http://www.nap.edu/readingroom/books/labrats/>.

N. Copyrighted Material and Data

EPA and ECOLOGY has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for State and Federal purposes.

Examples of State and Federal purposes include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

The RECIPIENT acknowledges that ECOLOGY may authorize other grantee(s) to use the copyrighted works or other

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston's Green Stormwater Future

Recipient Name: Thurston Conservation District

data developed under this grant as a result of:

- the selection of another grantee by ECOLOGY to perform a project that will involve the use of the copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, ECOLOGY may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

O. Light Refreshments and/or Meals

APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from ECOLOGY for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events).

The RECIPIENT must send requests for approval to the ECOLOGY Project Manager and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event; and,
- (3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under ECOLOGY agreements.

The RECIPIENT may address questions about whether costs for light refreshments, and meals for events may be allowable to ECOLOGY Project Manager; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by ECOLOGY Project Manager. Funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if funds are not used to purchase alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT RECIPIENTS EXCLUDING STATE UNIVERSITIES:

If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from ECOLOGY Project Manager. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston's Green Stormwater Future

Recipient Name: Thurston Conservation District

refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

P. Cybersecurity

(a) The RECIPIENT agrees that when collecting and managing environmental data under this agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) ECOLOGY must ensure that any connections between the RECIPIENT's network or information system and ECOLOGY networks used by the RECIPIENT to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the RECIPIENT's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the RECIPIENT agrees to contact the ECOLOGY Project Manager and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet ECOLOGY security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the RECIPIENT into systems operated and used by ECOLOGY and EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The RECIPIENT agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The RECIPIENT will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the ECOLOGY Project Manager. Nothing in this condition requires the RECIPIENT to contact ECOLOGY

Project Manager on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and the ECOLOGY.

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

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston's Green Stormwater Future

Recipient Name: Thurston Conservation District

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

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

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

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

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

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form.

Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

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

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

Agreement No: WQNEPSW-2025-ThurCD-00045
Project Title: From Rain to Resilience: Thurston's Green Stormwater Future
Recipient Name: Thurston Conservation District

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>>, 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/>> exclusion list.

Agreement No: WQNEPSW-2025-ThurCD-00045
 Project Title: From Rain to Resilience: Thurston's Green Stormwater Future
 Recipient Name: Thurston Conservation District

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

03/11/2026 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." <https://apps.ecology.wa.gov/publications/UIPages/SummaryPages/2601001.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

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

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

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

RECIPIENT shall:

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

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston's Green Stormwater Future

Recipient Name: Thurston Conservation District

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/tech-support/statewide-vendor-payee-services/>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email SupplierRegistration@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.

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston's Green Stormwater Future

Recipient Name: Thurston Conservation District

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

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston's Green Stormwater Future

Recipient Name: Thurston Conservation District

review.

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.

Agreement No:

WQNEPSW-2025-ThurCD-00045

Project Title:

From Rain to Resilience: Thurston's Green Stormwater Future

Recipient Name:

Thurston Conservation District

16. KICKBACKS

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

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

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

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

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

18. ORDER OF PRECEDENCE

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

19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

20. PROGRESS REPORTING

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

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston's Green Stormwater Future

Recipient Name: Thurston Conservation District

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.

22. RECORDS, AUDITS, AND INSPECTIONS

Agreement No: WQNEPSW-2025-ThurCD-00045
Project Title: From Rain to Resilience: Thurston's Green Stormwater Future
Recipient Name: Thurston Conservation District

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.

Agreement No: WQNEPSW-2025-ThurCD-00045
Project Title: From Rain to Resilience: Thurston's Green Stormwater Future
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 the Washington State Procurement Manual web page, Green Purchasing, <https://des.wa.gov/purchase/washington-state-procurement-manual/green-purchasing>.

28. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

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

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

State of Washington Department of Ecology

Agreement No: WQNEPSW-2025-ThurCD-00045

Project Title: From Rain to Resilience: Thurston's Green Stormwater Future

Recipient Name: Thurston Conservation District

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: 92899A01-0A84-861C-838D-0AA81B345665
Subject: WQNEPSW-2025-ThurCD-00045 Agreement for Signature
Source Envelope:
Document Pages: 40
Certificate Pages: 2
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
Cheyenne Brown
P.O. Box 47600
Olympia, WA 98504
chey461@ecy.wa.gov
IP Address: 162.10.9.31

Record Tracking

Status: Original
5/27/2026 11:22:15 AM
Security Appliance Status: Connected

Holder: Cheyenne Brown
chey461@ecy.wa.gov
Pool: StateLocal

Location: DocuSign

Signer Events

Signature	Timestamp
Sarah Moorehead smoorehead@thurstoncd.com Executive Director Thurston Conservation District Security Level: Email, Account Authentication (None)	Sent: 5/27/2026 3:30:47 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

David Giglio
dgig461@ecy.wa.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Cheyenne Brown
chey461@ecy.wa.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
--------	-----------

Carbon Copy Events

Status	Timestamp
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Stephanie Bishop
sbishop@thurstoncd.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/27/2026 11:23:41 AM
Resent: 5/27/2026 3:30:45 PM
Viewed: 5/28/2026 1:11:52 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
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Elaine Markham
elma461@ecy.wa.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kimberly Adams
kjun461@ecy.wa.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Elaine Markham
elma461@ecy.wa.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kimberly Adams
kjun461@ecy.wa.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/27/2026 11:23:41 AM
Envelope Updated	Security Checked	5/27/2026 3:30:45 PM
Envelope Updated	Security Checked	5/27/2026 3:30:45 PM
Envelope Updated	Security Checked	5/27/2026 3:30:45 PM

Payment Events	Status	Timestamps
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BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title: FY26-27 Thurston County Net Ecological Gain Funding Agreement	
Lead Staff: Paul Cereghino	Board Meeting Date: 06/24/26
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>Following county cuts to VSP, TCD began working to identify strategies for supporting VSP development. TCD and The County developed a collaborative application to State Commerce for a grant aiming to improve salmon recovery implementation through local government planning. We developed a proposal to develop an ecosystem service quantification planning project to design a framework for describing current conditions and change over time.</p>	
<p>Pros: This project will generate a number of spinoff benefits for TCD, including improved GIS resources, development of project ranking processes, development of place-based outreach materials, and gathering best-available science to support technical programs.</p> <p>Substantive funding flows to Ag Team staff to "field test" the methodologies, allowing exploration of gain/loss quantification in the context of ag tech assistance.</p>	<p>Cons: It will pull approximately 50% of the habitat program managers time for one year away from direct on-the-ground project implementation and towards planning activities.</p> <p>It pulls TCD into a leadership roll in county-wide integrated resources planning, which involves being involved in discussing the not-always-comfortable tradeoffs between conservation and land use with stakeholders--not low-visibility, if that is the goal.</p>
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>	
<p>This will pay for 2 half-time graduate level interns and a substantive portion of the Habitat Program Managers time, as well as project-based support from Sarah and other Technical Staff. It recovers 25% of Salaries as Overhead. The funding ends June 30, 2027 (end of state fiscal year) and thereby doesn't help with the "fiscal cliff" created by state funding.</p>	
Recommended Action:	<i>What decision do you recommend the board make?</i>
Authorize Sarah to sign the agreement, as is.	
Legal Review:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>	
The full contract language including SOW.	



**INTERLOCAL AGREEMENT
BETWEEN
THURSTON CONSERVATION DISTRICT
AND
THURSTON COUNTY
TO DEVELOP A NET ECOLOGICAL GAIN FRAMEWORK**

This Agreement is made and entered into effective the 1st day of May 2026, by and between the THURSTON CONSERVATION DISTRICT, (hereinafter DISTRICT) and THURSTON COUNTY, a municipal corporation, through its Department of Community Planning and Economic Development Department, (hereinafter COUNTY), (hereinafter collectively referred to as the PARTIES or individually PARTY).

WHEREAS, RCW 39.34.080 authorizes a public agency to contact with another public agency to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform;

NOW THEREFORE, by virtue of RCW 39.34.080 and in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made part of, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE

This Interlocal Agreement (hereafter “Agreement”) is entered into in service of the COUNTY meeting its requirements under a grant received from the Department of Commerce (Grant # 26-63117-016, Thurston County Cross Agency Framework to evaluate net impact of regulations) for the development and testing of a framework for organizing existing data and sources of information to describe net gains and losses of ecosystem functions at a county-wide scale, with a focus on salmon riverscapes.

The purpose of this Agreement is to define the administrative relationship and responsibilities of the PARTIES associated with completing all requirements of the COMMERCE grant, including framework development and testing as well as fiscal management and compensation provisions identified in Exhibit A (Scope of Work) and Exhibit B (Fiscal Management and Compensation).

2. DURATION

This Agreement shall commence on May 1, 2026 and shall terminate on June 30, 2027, unless extended later or terminated sooner as provided herein. Prior to commencement, this Agreement shall be filed in accordance with RCW 39.34.040. Work that occurs after May 1, 2026 is eligible to be reimbursed, after the contract has been finalized.

3. SCOPE OF WORK

In exchange for consideration under the Agreement, the DISTRICT shall assist in development and testing of a framework to describe net gains and losses of ecosystem functions at a county-wide scale, as outlined in Exhibit A (Scope of Work).

The DISTRICT shall notify the COUNTY in writing within 30 days of any known problems, delays or adverse conditions that will materially affect their ability to meet project objectives or time schedules stated herein. Such notice shall be accompanied by a statement of the action taken or proposed and any assistance needed to resolve the situation.

4. COMPENSATION

a. Financing for activities under this Agreement will be provided by the COUNTY with funds received from the Department of Commerce Grant # 26-63117-016. The maximum total amount payable by the COUNTY to the DISTRICT under this Agreement shall not exceed \$275,596.44 for the 2026-2027 biennium. The breakdown of the amount payable is noted in APPENDIX B - COMPENSATION. The COUNTY reserves the right to extend the contract for up to two contract years. All amendments under this contract are subject to funding availability for the given contract period. Should the maximum total amount payable or duration of the Agreement be extended under Section 11 (b) of this Agreement, additional compensation will be determined by mutual Agreement of both parties and generally consistent with the figures detailed in APPENDIX B.

b. The DISTRICT will be paid only for work expressly authorized in the Agreement as specified in APPENDIX A – SCOPE OF WORK.

c. Payment shall be made on a reimbursable basis for costs or obligations, upon receipt of complete deliverables. The project schedule anticipates that deliverables will be received monthly. Eligible costs incurred by the DISTRICT will be considered to have been paid by the DISTRICT under this contract at the time the DISTRICT seeks reimbursement from the COUNTY. No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the COUNTY.

d. Subject to available funding, and subject to state contracting requirements, the DISTRICT will be reimbursed by the COUNTY for expenses incurred carrying out the responsibilities of this Agreement.

e. Reimbursement of the DISTRICT by the COUNTY will be within 30 days of billing. The DISTRICT deliverables are aligned with and supportive of required deliverables described in the agreement between the COUNTY and COMMERCE. This scope, schedule, and budget has been designed to allow for sufficient cash flow to allow the COUNTY to make prompt payment to DISTRICT billings. Reimbursement of the DISTRICT by the COUNTY is not contingent upon COMMERCE acceptance of the COUNTYs submittal. If the COUNTYs submittal is found

inadequate by COMMERCE due to deficiencies in the the DISTRICT contribution, the DISTRICT shall in good faith work to promptly address those deficiencies.

f. The COUNTY’S ability to make payments is contingent on availability of funding. In the event funding from the state is withdrawn, reduced, limited or otherwise determined by the COUNTY to be inadequate in any way after the effective date and prior to completion or expiration date of this Agreement, the COUNTY, at its sole discretion, may elect to terminate the Agreement with the DISTRICT, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. The COUNTY may also elect to resume performance of the Agreement if it determines the funding insufficiency is resolved.

g. The DISTRICT is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors (such as consultants), and Assignees. If the DISTRICT expends more than the amount of the COUNTY funding in this Agreement in anticipation of receiving additional funds from the COUNTY, it does so at its own risk. The COUNTY is not legally obligated to reimburse the DISTRICT for costs incurred beyond the terms of this Agreement.

h. Eligible costs are limited to those listed below:

- i. Salaries and benefits, up to 25% indirect of salaries and benefits is allowed on DISTRICT personnel or any DISTRICT subcontractor personnel designated by the DISTRICT to qualify for indirect costs.
- ii. Travel, consistent with State Administrative and Accounting Manual (SAAM) and OFM requirements.
- iii. Goods and Services including but not limited to: Copy/print, facilitation, reports, studies, computers, software, subscriptions, internship stipends, technological services, research and document preparation, which may be accomplished through either staff efforts or qualified contractors. Contractor services shall comply with State procurement and contracting law, as well as Manual.

i. The DISTRICT shall not bill the COUNTY for services performed under this Agreement, and the COUNTY shall not pay the DISTRICT, if the DISTRICT is entitled to payment or has been or will be paid by any other source, including grants, for that service.

j. The DISTRICT is responsible for any audit exceptions or disallowed costs incurred by its own organization.

5. BILLING PROCEDURES

a. Monthly billing invoices shall be submitted to the COUNTY billing contact within 15 days following the end of each month. An invoice shall be submitted regardless if work has been performed on the project. This is considered a “No Activity” invoice.

The COUNTY Billing Contact:

AGENCY: Thurston County
MAIL ADDRESS: The Atrium, 3000 Pacific Avenue SE, STE 100
CITY, STATE, ZIP: Olympia, WA 98501
PHONE: 360-867-2115
EMAIL: cped_accounting@co.thurston.wa.us

b. Each invoice shall clearly reflect: 1) the total budget, 2) total billed to date by hours 3) description of the work completed for the billing period and costs incurred, and 4) the progress of the project. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

6. SUBGRANTING/SUBCONTRACTING – NOTICE OF COMMERCE REQUIREMENTS

The COUNTY may only subgrant/subcontract work contemplated under the COMMERCE Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting/subcontracting, the COUNTY shall maintain written procedures related to subgranting, as well as copies of all subgrants/subcontract and records related to subgrants/subcontracts. For cause, COMMERCE in writing may: (a) require the COUNTY to amend its subgranting/subcontracting procedures as they relate to this Grant; (b) prohibit the COUNTY from subgranting/subcontracting with a particular person or entity; or (c) require the COUNTY to rescind or amend a subgrant/subcontract.

The DISTRICT shall follow all applicable terms of the COMMERCE Grant. Applicable terms have been added to this Agreement for convenience, but the DISTRICT shall be responsible for maintaining knowledge of and compliance with all terms of the COUNTY's contract with COMMERCE. The COUNTY shall appropriately monitor the activities of the DISTRICT to assure fiscal conditions of this Grant. The COUNTY shall notify the DISTRICT to the best of its knowledge of any changes or clarifications to COMMERCE requirements that may affect the DISTRICT'S performance of this agreement.

COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee/Subcontractor's performance of the subgrant/subcontract.

7. ASSIGNMENT

The DISTRICT may not assign this contract. The DISTRICT may however, delegate the work to be completed under this Agreement to an Agent. Any such Agent shall comply with the requirements of this Agreement. Within any such delegation the DISTRICT shall remain liable for any claim arising thereunder, and the DISTRICT shall remain responsible for compliance with this Agreement with all applicable Federal, State and local laws, orders, regulations and permits.

8. CONTRACT REPRESENTATIVE

Each party shall have a contract representative. Each party may change its representative upon written notice to the other. The party's representatives are as follows:

For DISTRICT:

NAME: Paul Cereghino
TITLE: Habitat Program Manager
MAIL ADDRESS: 582 Tilley Court SE, STE 152
CITY, STATE ZIP: Tumwater, WA 98501
PHONE: 564-250-6234 (Cell)
EMAIL: paul@thurstoncd.com

For COUNTY:

NAME: Derek Day
TITLE: Community Planning Manager
MAIL ADDRESS: 3000 Pacific Avenue SE, STE 100
CITY, STATE ZIP: Olympia, WA 98501
PHONE: 360-968-0183
EMAIL: derek.day@co.thurston.wa.us

9. TERMINATION

a. The COUNTY or the DISTRICT may terminate this Agreement upon 30-days' prior written notification for convenience, without any showing of cause.

b. The parties right to termination is in addition to any other rights the parties may have, including but not limited to, breach of contract actions or suits for damages.

c. The obligation of the COUNTY to make payments is contingent on the availability of state funds through legislative appropriation and state allotment. When this contract crosses over state fiscal years the obligation of the COUNTY is contingent upon the appropriation of funds during the next fiscal year. The failure of the legislature or federal agencies to appropriate or allot such funds to the program shall be good cause to terminate this contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the DISTRICT. After the effective date, no charges incurred under this Contract are allowable.

d. The DISTRICT shall not be relieved of any liability to the COUNTY for damages sustained by the COUNTY because of any breach of contract by the DISTRICT. The COUNTY may withhold payments for the purpose of setoff until such time as the exact amount of damages due the COUNTY from the DISTRICT is determined.

10. CHANGES, MODIFICATIONS, AND AMENDMENTS

a. In the event of any errors or omissions by the DISTRICT in the performance of any work required under the Contract, the DISTRICT will make all necessary corrections without additional compensation. All work submitted by the DISTRICT will be certified by the DISTRICT and checked by the DISTRICT for errors and omissions. The DISTRICT will continue to be responsible for the accuracy of work even after the work is accepted by the COUNTY.

b. Both parties agree to meet on an as needed basis to review this Agreement and if necessary, amend it. To be effective, any amendment or modification must be in writing, be agreed on by both parties and be attached to the Agreement. Work under an amendment or a modification may not commence until the amendment or modification has been approved by both parties and has become effective.

c. This Agreement and the attached appendices contain the entire integrated Agreement of the parties that may be changed, modified, or amended by written Agreement executed by both parties.

d. Line Item Modification of Budget.

- i. Notwithstanding any other provision of this Agreement, the DISTRICT may, at its sole discretion, make modifications to the line items in the Budget (Attachment B) that will not increase the line item by more than fifteen percent (15%).
- ii. The DISTRICT shall notify the COUNTY in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B) that would increase the line item by more than fifteen percent (15%). Conversely, the COUNTY may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the fifteen percent (15%) threshold increase described above.
- iii. Any such budget modification or modifications as described above shall require the written approval of the COUNTY, and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- iv. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 4 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from the COUNTY by amendment to this contract.

11. ASSURANCES

The DISTRICT and its subcontractors, employees, agents, and representatives will comply with all applicable federal, state, and local laws, codes, ordinances, rules, policies and regulations in their performance under the Agreement, as now or hereafter amended.

12. LICENSING, ACCREDITATION, AND REGISTRATION

The DISTRICT shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Agreement.

13. NONDISCRIMINATION – NOTICE OF COMMERCE REQUIREMENTS

a. Nondiscrimination Requirement. During the performance of the COMMERCE contract, the COUNTY, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: the COUNTY, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, the COUNTY, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which the COUNTY, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

b. Obligation to Cooperate. The COUNTY, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that the COUNTY, including any subcontractor, has engaged in discrimination prohibited by the COMMERCE contract pursuant to RCW 49.60.530(3).

c. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend the COUNTY, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by the COMMERCE Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that the COUNTY, including any subcontractor, is cooperating with the investigating state agency. In the event the COUNTY, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate its contract with the COUNTY in whole or in part, and the COUNTY, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The COUNTY or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, the COUNTY, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. The COUNTY may also be required to repay grant

funds pursuant to Section 25 (Recapture) of the COMMERCE contract General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to the COUNTY or subcontractor, or that thereafter become due, an amount for damages the COUNTY or subcontractor will owe COMMERCE for default under this provision.

14. POLITICAL ACTIVITIES

Political activity of the DISTRICT's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

15. PUBLICITY

The DISTRICT agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

16. RECAPTURE

In the event that the DISTRICT fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, the COUNTY reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the DISTRICT of funds under this recapture provision shall occur within the time period specified by the COUNTY. In the alternative, the COUNTY may recapture such funds from payments due under this Grant.

17. DISPUTES

In the event a dispute arises between the DISTRICT and the COUNTY relating to this Agreement, a meeting regarding the dispute shall be held by the Parties, to be attended by representatives with decision-making authority, to attempt in good faith to negotiate a mutually acceptable resolution of the dispute. If the dispute cannot be resolved within a reasonable time not to exceed sixty (60) days, which time may be extended by mutual consent of the Parties, then the Parties may seek resolution through dispute resolution or formal arbitration.

18. GOVERNANCE

The Agreement will be construed as having been made and delivered within the State of Washington and it is agreed by each party that the Agreement will be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit

in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

19. INELIGIBILITY

The DISTRICT certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or state agency.

20. INDEPENDENT RELATIONSHIP

The DISTRICT or DISTRICT's Agent(s) performing under this contract are not employees or agents of the COUNTY. The DISTRICT shall not hold themselves out as nor claim to be an officer or employee of the COUNTY or of the State of Washington by reason hereof, nor will the DISTRICT make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work outlined in the scope of work shall be solely with the DISTRICT.

21. HOLD HARMLESS AND INDEMNIFICATION

a. The DISTRICT shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the DISTRICT'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the DISTRICT or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the DISTRICT'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the DISTRICT'S obligations hereunder shall apply only to the percentage of fault attributable to the DISTRICT, its employees, agents or subcontractors.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the DISTRICT, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the DISTRICT or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the DISTRICT expressly waives any immunity the DISTRICT might have had under Title 51 RCW. By executing the Contract, the DISTRICT acknowledges that the foregoing waiver has been mutually negotiated by the parties and

that the provisions of this Section shall be incorporated, as relevant, into any contract the DISTRICT makes with any subcontractor or agent performing work hereunder.

c. The DISTRICT'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the DISTRICT, the DISTRICT'S employees, agents or subcontractors. The DISTRICT shall report in writing all known or suspected fraud or other loss of funds or other property furnished under this Agreement immediately or as soon as practicable to the COUNTY representative identified in Section 8 of this Agreement.

22. COMMERCIAL GENERAL LIABILITY

a. The DISTRICT shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$1,000,000.

- i. The DISTRICT shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the DISTRICT will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
- ii. The DISTRICT'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
- iii. The DISTRICT shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.
- iv. If the DISTRICT'S liability coverage is written as a claims made policy, then the DISTRICT must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.
- v. If the Contract is over \$50,000 then the DISTRICT shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

b. Automobile Liability: The DISTRICT shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.

c. Other Insurance Provisions:

- i. The DISTRICT'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- iii. The DISTRICT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. The DISTRICT shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- vi. The DISTRICT shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

d. Verification of Coverage and Acceptability of Insurers: The DISTRICT shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- i. Certificates of Insurance shall show the Certificate Holder as Thurston County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: CPED Accounting
Community Planning & Economic Development
3000 Pacific Avenue SE, STE 100
Olympia, Washington 98501

- iii. The DISTRICT shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The

certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.

- iv. The DISTRICT or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

23. INDUSTRIAL INSURANCE COVERAGE – NOTICE OF COMMERCE REQUIREMENTS

The DISTRICT, as a subrecipient of COMMERCE funds, shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the DISTRICT fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the COUNTY may collect from the DISTRICT the full amount payable to the Industrial Insurance Accident Fund. The COUNTY may deduct the amount owed by the DISTRICT to the accident fund from the amount payable to the DISTRICT by the COUNTY under the COMMERCE Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the DISTRICT.

24. ATTORNEYS' FEES

Unless expressly permitted under another provision of this Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorneys' fees and costs.

25. CONFLICT OF INTEREST

The DISTRICT must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. The DISTRICT must comply with the following minimum requirements:

- a. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the DISTRICT may neither solicit nor accept gratuities, favors, or anything of monetary value from the DISTRICT or parties to subcontracts and must comply with RCW 39.26.020. However, the DISTRICT may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the DISTRICT.

b. If the DISTRICT has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the DISTRICT must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the DISTRICT is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

26. KICKBACKS

The DISTRICT and its employees and authorized representatives are prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

27. INTELLECTUAL PROPERTY & CONFIDENTIALITY

a. Copyrights and Patents. Should the DISTRICT or DISTRICT's Agent(s) create any copyrightable materials or invent any patentable property in the course of the scope of work governed by this Agreement, the DISTRICT may copyright or patent the same but shall grant the COUNTY 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. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions developed by the DISTRICT as provided in 35 U.S.C. §§ 200–212.

b. Publications. When the DISTRICT, DISTRICT's Agent(s), or persons employed by the DISTRICT use or publish information of the COUNTY; present papers, lectures, or seminars involving information supplied by the COUNTY; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the COUNTY.

c. Landowner Confidentiality – TCD may create, modify, reference or otherwise use data identifying landowners working in cooperation with the DISTRICT and their private properties. No provision in this contract in any way obligates the DISTRICT to share landowner or private property data with either COUNTY or COMMERCE if such data is determined as confidential by the DISTRICT, with that determination as the sole discretion of DISTRICT. If the DISTRICT makes a determination of potential confidentiality, it shall consult with the COUNTY in good faith to identify risks and potential mitigation approaches prior to finalizing the determination of confidentiality.

28. COPYRIGHT – NOTICE OF COMMERCE REQUIREMENTS

Unless otherwise provided, all Materials produced under the COMMERCE grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works

for hire” under the U.S. Copyright laws, the DISTRICT hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the DISTRICT hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The DISTRICT warrants and represents that the DISTRICT has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The DISTRICT shall exert all reasonable effort to advise the COUNTY, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The DISTRICT shall provide the COUNTY with prompt written notice of each notice or claim of infringement received by the DISTRICT with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the DISTRICT.

29. TREATMENT OF ASSETS – COMMERCE CONDITIONS APPLICABLE TO COUNTY SUBCONTRACTORS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the COUNTY shall remain in COUNTY. Title to all property furnished by the DISTRICT, for the cost of which the DISTRICT is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in COMMERCE upon delivery of such property by the DISTRICT. Title to other property, the cost of which is reimbursable to the DISTRICT under this Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

a. Any property of COMMERCE furnished to the DISTRICT shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Agreement.

b. The DISTRICT shall be responsible for any loss or damage to property of COMMERCE or the COUNTY that results from the negligence of the DISTRICT or which results from the failure on the part of the DISTRICT to maintain and administer that property in accordance with sound management practices.

c. If any COMMERCE property is lost, destroyed or damaged, the DISTRICT shall immediately notify the COUNTY and shall take all reasonable steps to protect the property from further damage. The COUNTY shall notify COMMERCE.

d. The DISTRICT shall surrender to COMMERCE or the COUNTY all property of COMMERCE or the COUNTY prior to settlement upon completion, termination or cancellation of this Agreement.

30. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

a. "Confidential Information" as used in this section includes:

- i. All material provided to the DISTRICT by COUNTY that is designated as "confidential" by COUNTY;
- ii. All material produced by the DISTRICT that is designated as "confidential" by COUNTY; and
- iii. All Personal Information in the possession of the DISTRICT that may not be disclosed under state or federal law.

b. The DISTRICT shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The DISTRICT shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the COUNTY or as may be required by law. The DISTRICT shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the DISTRICT shall provide the COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they apply to this Agreement whenever the COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The DISTRICT shall make the changes within the time period specified by the COUNTY. Upon request, the DISTRICT shall immediately return to the COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately protected by the DISTRICT against unauthorized disclosure.

c. Unauthorized Use or Disclosure. The DISTRICT shall notify the COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

31. PROPERTY AND RECORD MANAGEMENT

a. The COUNTY'S Property and Records Management Policy, hereby incorporated by reference, and any updates thereto, shall control the use and disposition of all real and personal property purchases wholly or in part with funds furnished by the COUNTY in the absence of state, federal statute(s), regulations(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the scope of work.

b. The parties to this Agreement shall each maintain books, records, documents and other information which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be kept in accordance with the provisions contained on the Secretary of State archives website, for records retention, hereby incorporated by reference, and any updates thereto. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, federal officials so authorized by law, and as provided by the state Public Records Act, RCW 42.56. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

c. The DISTRICT shall provide access to data generated under this Agreement to the COUNTY at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the DISTRICT'S reports, including computer models and the methodology for those models. Where landowner name or the identity of specific parcels is included in data developed by the DISTRICT, that landowner information may be redacted, anonymized, or excluded prior to transfer.

32. RECORDS MAINTENANCE – NOTICE OF COMMERCE REQUIREMENTS

Pursuant to requirements of the COUNTY'S contract with COMMERCE, the DISTRICT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

The DISTRICT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

33. SITE SECURITY

While on COMMERCE premises, the DISTRICT and its employees or agents shall conform in all respects with physical, fire or other security policies or regulations.

34. ACCESSIBILITY REQUIREMENTS

The DISTRICT and the COUNTY will remain current with Federal and Washington State accessibility standards and comply with OCIO Policy 188 – Accessibility located at <https://ocio.wa.gov/policy/accessibility>.

This shall include compliance with the AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35.

35. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

The DISTRICT agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of the DISTRICT which reference programs or projects funded in whole or in part with Washington’s Climate Commitment Act (CCA) funds under the COMMERCE Grant, shall contain the following statement:

“The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

The DISTRICT agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the DISTRICT. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at CCA brand toolkit, including:

- a. Any project related website or webpage that includes logos from other funding partners;
- b. Any publication materials that include logos from other funding partners;
- c. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- d. Any equipment purchased with CCA funding through a generally visible decal.

36. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

37. 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 if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

38. SURVIVAL

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

39. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes and regulations
- b. Agreement Terms and Conditions
- c. Attachment A – Scope of Work
- d. Attachment B – Compensation

40. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

41. BREACH

The DISTRICT shall not be relieved of any liability to the COUNTY for damages sustained by the COUNTY because of any breach of contract by the DISTRICT. The COUNTY may withhold payments for the purpose of setoff until such time as the exact amount of damages due the COUNTY from the DISTRICT is determined. In the event the DISTRICT fails to commence work on the project funded herein within the timelines established under RCW Chapter 36.70A., the DISTRICT shall be subject to the requirements of RCW 36.70A.735.

42. ENTIRE AGREEMENT

This Agreement and the attached appendices contain the entire integrated Agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

THURSTON CONSERVATION DISTRICT

THURSTON COUNTY

Signature

Signature

Title

Date

Title

Date

Approved as to form:

County Prosecuting Attorney

Date

Interlocal Agreement
Net Gain Ecological Framework
Thurston County/Thurston Conservation District

Appendix A

SCOPE OF WORK

The services to be performed by the DISTRICT under this Agreement. The primary goals of the scope of work is to assist the COUNTY in developing and testing of a framework to describe net gains and losses of ecosystem functions at a county-wide scale.

Upon mutual agreement of project management staff the DISTRICT and the COUNTY may adjust the sequence and scope of deliverables, and the relative contributions of the COUNTY and DISTRICT to completion of tasks which will be documented in writing. In all cases, the DISTRICT and the COUNTY will agree upon management of scope to maximize the value of the product to both the DISTRICT and the COUNTY.

The parties anticipate that the final report may include analysis of both non-regulatory and regulatory issues and concepts and that the DISTRICT's contributions will be entirely focused on evaluation of non-regulatory mechanisms of protection and restoration. The parties anticipate all analyses of regulatory requirements, policies or interpretations will be completed by COUNTY staff.

The COUNTY understands that no deliverable described in this scope of work is expected to contain any confidential landowner data, as determined by the sole discretion of the DISTRICT.

Scope of work tasks and contributions of the DISTRICT are set forth as follows:

Task 1: Project Management

a. The DISTRICT will provide quarterly progress updates to the COUNTY, on a form to be developed by the DISTRICT and the COUNTY, summarizing project progress and identifying issues, if any, to meeting deliverables in this scope of work. Questions or concerns from the COUNTY will be addressed promptly with the DISTRICT upon submission of each quarterly report. The COUNTY shall be solely responsible for submitting reports and project deliverables to Commerce.

Deliverables:

1. Quarterly progress updates due within two weeks of the end of the quarter.

Task 2: Conceptual Design

a. **Ecosystem Functions and Values Analysis** - Develop a matrix of programs and their authorities that currently achieve on-the-ground change in ecosystem state through regulation, protection, or restoration of ecosystem functions. Across all programs identify target ecosystem functions and develop a standard and cross-cutting set of functions that describe the aims of current activities. Complete a gap analysis identifying inconsistencies between legal mandates for ecosystem management, community perceptions of ecosystem management, and the existing programs that create on-the-ground effects.

b. **Identify Indicators and Metrics** – Using the ecosystem function matrix analysis and resulting standard functions, identify a series of candidate indicators and metrics to represent change of ecosystem functions over time at landscape and site scales. These indicators and metrics will be “reasonable, sensitive and available.” Indicator and metric candidates will be evaluated for effectiveness and efficiency as based on best professional judgement. The relative ability to represent target ecosystem functions using indicators and metrics will be evaluated. Identify where ecosystem endpoints are not easily represented by existing indicators at either landscape or site scales. Indicators will be evaluated for their potential to evaluate threshold effects.

c. **Community Engagement** – Gather and synthesize existing survey evidence in Thurston County describing how segments of the public value ecosystems and would like to approach stewardship. Evaluate, and develop an additional survey or workshops to clarify how community members value ecosystem functions. Explicitly consider the interests of underserved populations. Use interviews with institutional partners (tribes, NGOs, landowners etc) to evaluate the ecosystems functions framework.

Deliverables:

1. **Project Kickoff** – TCD will complete intern recruitment, contracting and work plan.
2. **Indicators Roster** – TCD will develop draft table describing likely indicators.
3. **Draft-Authority Indicator Framework** – TCD will generate a crosswalk between authorities and values and indicator roster.
4. **Focus Group Strategy** – TCD will identify the number and character of focus groups, and strategies for for focus group evaluation of incremental products.
5. **Tracking System Research** – TCD will produce an analysis of existing voluntary restoration and protection data sources and pathways.
6. **Draft Model Chapters** – TCD will develop a draft transcript describing the process of constructing a indicator/metric set for thurston county ecosystem service quantification
7. **Model-Field Strategy** – TCD will propose a draft program for evaluation of preliminary model through data aggregation and field work.

Task 3: System Prototyping

a. **Tracking Systems** – Using analysis of functions and indicators, evaluate existing tracking systems and data sources for their ability to support metrics. Examine existing regulatory and voluntary activity workflows and data. These will include remote sensing data from various sources, as well as information collected through program workflows described in task 1.

b. **Voluntary Stewardship Tracking Prototypes** –Develop strategies for data collection and will identify how private land use intersects ecosystem functions defined in task 2 and explore methods for evaluating voluntary stewardship across land-use sectors.

c. **Field Testing** – Tracking systems will be field tested through application of indicators and metrics to existing local project activities, both evaluating completed actions, and through the development of new actions at sites in Thurston County. Field testing outputs will be anonymized to protect private landowner identity–this is standard practice for the DISTRICT and other districts and is necessary to encourage the participation of private landowners. This will involve development and adaptation of GIS resources to test strategies for ecosystem service quantification, and the scale limitations of the use of remote sensing data.

d. **Implementation Strategy & Gap Analysis** – To synthesize both the conceptual framework and system prototypic activities, DISTRICT and TC will document findings in a final report that will integrate draft deliverables developed over the course of work. That report will conclude with recommendations for coordinated implementation of ecosystem functions tracking, and a development strategy based on a cost-effective plan for filling gaps. The PARTIES anticipate identification of ecosystem functions and change that are resistant to indicator and metric-based tracking and will develop strategies for managing these uncertainties. TCD will participate in a substantive portion of final draft drafting and editing.

Deliverables:

8. **VSP Integration Strategy** – TCD will propose a preliminary strategy for the alignment of the draft model to VSP practices.
9. **Gap Analysis Strategy** – TCD will define a strategy for identifying ecosystem changes that are not captured by available indicators.
10. **Focus Group Strategy** – TCD will finalize and document community review work.
11. **Draft System Prototyping Chapter** – TCD will propose a draft system prototype.
12. **Final Report (Draft)** – TCD will contribute agreed upon section of a draft final report of all work.
13. **Final Report** – TCD will complete review and editing of a final report.

Interlocal Agreement
Net Ecological Gain Framework
Thurston County/Thurston Conservation District

Appendix B

COMPENSATION

The DISTRICT compensation under this Agreement, which is described in Section 4 of the Agreement (COMPENSATION), is set forth as follows:

COUNTY shall pay DISTRICT the amounts described below and shall reimburse DISTRICT for the reasonable costs and expenses directly incurred by DISTRICT in performing DISTRICT tasks outlined in ATTACHMENT A – SCOPE OF WORK. COUNTY shall reimburse DISTRICT for all costs and expenses not to exceed the total COMPENSATION. If DISTRICT costs for individual tasks are below estimates, funds may be shifted to other tasks as agreed to in writing by COUNTY and DISTRICT. The estimated hours and budget below are for guidance purposes; exceeding individual line items is not intended to and is not breach of ATTACHMENT A – SCOPE OF WORK. However, DISTRICT will notify COUNTY if the budget for the task will be exceeded by more than 10% of the estimated cost. The total COUNTY COMPENSATION to DISTRICT, including cost and expense reimbursements, shall not exceed \$275,596.44.

COUNTY and DISTRICT shall review COUNTY’s net ecological gain framework budget and spending quarterly to ensure funds are being utilized and assess opportunities to add funds via amendment to the DISTRICT’s budget to complete tasks and associated deliverables.

Budget per Task

Project Deliverable	DISTRICT Estimated Cost
Task 2 - CONCEPTUAL DESIGN	\$146,478.17
Deliverable 1: Project Kickoff	\$17,245.05
Deliverable 2: Indicators Roster	\$16,953.38
Deliverable 3: Draft Authority-Indicator Framework	\$16,953.38
Deliverable 4: Focus Group Strategy	\$20,745.38
Deliverable 5: Tracking System Research	\$22,031.14
Deliverable 6: Draft Model Chapters	\$26,274.92
Deliverable 7: Model-Field Strategy	\$26,274.92
TASK 3 – SYSTEM PROTOTYPING	129,118.27
Deliverable 8: VSP Integration Strategy	\$26,274.92
Deliverable 9: Gap Analysis Strategy	\$22,031.13
Deliverable 10: Focus Group Strategy	\$25,818.81

Deliverable 11: Draft System Prototyping Chapters	\$19,181.13
Deliverable 12: Final Report (Draft)	\$17,906.14
Deliverable 13: Final Report	\$17,906.14
TOTAL COMPENSATION	\$275,596.44



BOARD MEETING ITEM SUMMARY SHEET

Agenda Item Title: TCD Policy 5.9 Public Access to District Facilities & Events	
Lead Staff: Susan Shelton	Board Meeting Date: 06/24/26
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 purpose of this policy is to establish rules of conduct for Thurston Conservation District (TCD) facilities and spaces including but not limited to indoor and outdoor office and meeting spaces, event locations, and other District facilities. This policy applies to all visitors, staff members and Board Supervisors. The intention of this policy is to protect people, facilities, equipment and data.</p> <p>Furthermore, the purpose of this policy is to provide TCD staff, Board Supervisors and law enforcement officers with legally sound tools for the enforcement of such rules, as an alternative to arrest and prosecution.</p>	
Pros: This policy may protect people and TCD facilities, equipment and data.	Cons: NA
Fiscal Impacts: <i>Please describe the costs associated with this action.</i>	
NA	
Recommended Action:	<i>What decision do you recommend the board make?</i>
Approve this policy	
Legal Review:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required
Supporting Documents: <i>Please list below and attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>	
TCD Policy 5.9: Public Access to District Facilities & Events	



Thurston Conservation District

TCD Policy 5.9: Public Access to District Facilities and Events



Board Approved: June 24, 2026

1 **Purpose:**

2 The purpose of this policy is to establish rules of conduct for Thurston Conservation District (TCD)
3 facilities and spaces including but not limited to indoor and outdoor office and meeting spaces, event
4 locations, and other District facilities. This policy applies to all visitors, staff members and Board
5 Supervisors. The intention of this policy is to protect people, facilities, equipment and data.
6 Furthermore, the purpose of this policy is to provide TCD staff, Board Supervisors and law enforcement
7 officers with legally sound tools for the enforcement of such rules, as an alternative to arrest and
8 prosecution.

9 **Definitions:**

10 **Notice of Trespass:** A formal written document that prohibits an individual from entering or remaining
11 on TCD property and establishes legal grounds for enforcement if violated. This notice indefinitely
12 prohibits the offender from entering any TCD facility or event.

13 **Public Areas:** TCD's public areas include the reception/lobby area, lobby restrooms, parking lot,
14 unrestricted outdoor spaces and event spaces.

15 **Restricted Areas:** Restricted Areas are all areas beyond "TCD Staff Only" signs, including TCD's
16 conference room, staff restrooms, storage areas, TCD vehicle and equipment parking areas, and other
17 TCD facilities.

18 **Unreasonably Disruptive Actions or Behaviors:** Unreasonably disruptive actions or behaviors are those
19 that are not constitutionally protected and that, in consideration of the nature, scope, use and purpose
20 of the publicly used property in question, unreasonably interfere with others' use of the publicly used
21 property. Examples of unreasonably disruptive behavior include, but are not limited to, any of the
22 following:

- 23 • Use of threatening or unreasonably hostile, intimidating, offensive or unlawful activities,
24 language or gestures, and unreasonably loud and ongoing noise (such as music or verbal
25 outbursts) which disrupts normal TCD operations;
- 26 • Using electronic or other communication devices in a manner that is unreasonably disruptive to
27 TCD staff and others;
- 28 • Consuming, possessing, selling, or distributing alcoholic beverages, nonprescribed controlled
29 substances, or illegal drugs;

- 30 • Attempting to enter any Restricted Area of a TCD workspace or attempting to enter a closed
31 facility or property before or after posted public hours, all without authorization or being
32 accompanied;
- 33 • Unreasonably interfering with the free passage of staff or patrons in TCD office space;
- 34 • Other disruptive actions or behaviors including: camping; political campaigning; unauthorized
35 sales and solicitations; sexual misconduct; use or display of firearms or weapons of any kind;
36 use of bullhorns within indoor District facilities except in an emergency; demonstrations/rallies
37 within indoor District facilities.
- 38 • All animals, except for service animals, are prohibited within indoor TCD facilities.

39 **Policy:**

40 As a part of TCD’s day-to-day operations, public areas are only open to the public during posted office
41 hours.

42 It is prohibited for any person except a duly authorized TCD employee, Board Supervisor or
43 authorized/accompanied guest to enter any Restricted Area.

44 All TCD Staff, Board Supervisors and visitors are expected to conduct themselves professionally and
45 treat all others with respect, dignity and civility and refrain from engaging in Unreasonably Disruptive
46 Actions or Behaviors.

47 **Procedures:**

48 Requests for Information or Data

49 If a member of the public requests information, records or data that is immediately available, the Staff
50 member or Board Supervisor will provide that information, records or data to the member of the
51 public.

52 If a member of the public requests information, records or data this is not immediately available:

- 53 1. The Staff member or Board Supervisor will ask the member of the public to provide, in writing,
54 their name, contact details (phone number, email address, and/or mailing address) and their
55 request for information, records or data.
- 56 2. The Staff member or Board Supervisor will forward the written request for information, records
57 or data to the Public Records Officer, who will respond to the request for information, records or
58 data according to TCD’s Public Records & Disclosure Policy.

59 Unreasonably Disruptive Actions or Behaviors

60 If a member of the public is engaging in Unreasonably Disruptive Actions or Behaviors at a TCD facility
61 or event:

- 62 1. If at any point a TCD Staff member or Board Supervisor feels threatened:
 - 63 a. The TCD Staff member or Board Supervisor must either press the ADT SOS button
64 located just under the reception desk or call 911.
 - 65 b. The Staff member or Board Supervisor may leave the area and lock themselves in a
66 secure room – either the conference room or one of the bathrooms.

- 67 c. The TCD staff member of Board Supervisor must contact TCD's Executive Director.
- 68 d. A Notice of Trespass (see below) may be subsequently mailed to the offender.
- 69 2. If a TCD Staff member or Board Supervisor does not feel threatened:
- 70 a. The TCD Staff member or Board Supervisor must refer the person to this policy, which is
- 71 posted in public areas;
- 72 b. If the Actions or Behaviors continue:
- 73 i. The TCD staff member or Board Supervisor must contact TCD's Executive Director.
- 74 ii. The TCD staff member or Board Supervisor may ask the person to leave the
- 75 facility.
- 76 c. After that, if the Actions or Behaviors continue:
- 77 i. The TCD staff member or Board Supervisor may issue a written Notice of Trespass
- 78 (see below). Blank copies of written Notice of Trespass Letters can be found at
- 79 TCD's front desk.
- 80 ii. The TCD staff member or Board Supervisor must contact TCD's Executive Director.
- 81 iii. The TCD Staff member or Board Supervisor may call 911.



Written Notice of Trespass

Date: [Insert Date]

To: [Name of Individual]

Address (if known): [Insert Address]

This letter serves as a **formal Notice of Trespass** regarding the property located at:

582 Tilley Court SE, Suite 152
Tumwater, WA 98501

You are hereby notified that you **are not permitted to enter, remain on, or return to this property for any reason**. This notice is being issued due to the following conduct:

[Briefly describe the incident(s) or reason for the notice]

Effective immediately, you are **prohibited from accessing the property**, including but not limited to any of the restricted or unrestricted areas of the TCD facility.

If you enter or remain on the property after receiving this notice, you will be considered trespassing, and law enforcement may be contacted to take appropriate action under applicable state and local laws.

Please govern yourself accordingly.

Sincerely,

[Executive Director's Signature]

Sarah Moorehead
Executive Director
(360) 999-0078

360.754.3588 • www.thurstoncd.com
582 Tilley Ct SE STE 152 Tumwater, WA 98501



Item

6

Thurston Conservation District

Resolution #2026-03: Proposing a System of Rates & Charges
to Thurston County Commissioners



**A RESOLUTION OF THE THURSTON CONSERVATION DISTRICT
PROPOSING A SYSTEM OF RATES AND CHARGES
TO THURSTON COUNTY COMMISSIONERS**

**THE BOARD OF SUPERVISORS OF
THURSTON CONSERVATION DISTRICT does hereby resolve:**

1 Section 1. Findings and Determinations

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

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

18 Improper land-use practices have caused and have contributed to, and are now causing and
19 contributing to, a progressively more serious erosion of the lands of the District. It is necessary
20 that land-use practices contributing to soil wastage and soil erosion be discouraged and
21 discontinued, and appropriate soil-conserving land-use practices, and works of improvement
22 for flood prevention of agricultural and nonagricultural phases of the conservation,
23 development, utilization and disposal of water be adopted and carried out to preserve natural
24 resources, protect public lands, and protect and promote the health, safety and general welfare

25 of the people of the District (the “Conservation Projects”). The District programs assist land to
26 be managed for sustainable, profitable production of food and crops as a better choice than
27 lands left to become filled with noxious weeds or converted to polluting activities. Many District
28 programs are designed to help private land managers do a better job of protecting natural
29 resources as they make a living from their land.

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

35 In 2026 HB1488 and SB 5510 amended RCW89.08.405 to revise the maximum allowable Rates
36 and Charges for Conservation Districts to \$25/year per parcel and also beginning March 1, 2029
37 and every third year thereafter allowed for the adjustment of the maximum per parcel rate
38 based on the Consumer Price Index (CPI).

39 District programs, conservation projects and improvements include but are not limited to:

- 40 1. **Protect and Restore Natural Resources:** Stewardship at the landscape scale, restoring
41 balance where it has been lost and protecting the natural resources that shape our
42 region’s identity are of critical importance to our future. Through long-term land use
43 policies, protection of habitat, forests, and farmlands, and advancing watershed health
44 and agricultural viability, our lands and communities will thrive. Technical and financial
45 assistance, cost share, conservation project design and construction, land management
46 planning and large-scale restoration. Purchase properties or conservation easements to
47 protect high-quality wildlife habitat and productive working lands which support the
48 District's resource conservation mission. Preserve local farmland and support local
49 agricultural producers, including providing access to fresh, local food to all residents.
50 Support meeting benchmarks in local and regional conservation and recovery strategies.
- 51 2. **Build Climate Resilience & Disaster Preparedness:** Together, we can equip our
52 community to not just withstand climate impacts, but to emerge stronger, more
53 adaptable, and more unified. Through the integration of climate-smart farming and
54 conservation practices, promotion of green infrastructure and stormwater management,
55 and expansion of flood & wildfire prevention and natural disaster recovery. Improve
56 forest health and reduce wildfire fuels by partnering with landowners, Fire Districts,
57 non-governmental organizations, and local, state, federal agencies to complete projects
58 to reduce wildland fire risks. Generate awareness, education and climate resilient
59 projects and strategies to address natural disasters and climate impacts such as
60 flooding, drought, pest and disease, ocean acidification and sea level rise, etc.

61 3. **Create Community, Access & Equity:** Belonging, health, and shared stewardship across
62 our landscape will flourish by cultivating spaces where fresh healthy food, access to
63 nature and knowledge become everyday resources. We will empower current and future
64 generations to ensure that the benefits of conservation are felt broadly and
65 meaningfully throughout our region. Operate Farmland Preservation and South Sound
66 FarmLink programs to connect farmers and landowners to keep farmland productive
67 and support our local agricultural economy, including purchasing property and
68 easements to keep farmland from being converted to other uses, including through
69 partnerships with other organizations and agencies. Act as hub for county-wide
70 partnership of individuals, organizations and government agencies to support local
71 agricultural economy, including services such as the small farms equipment rental
72 program and soil testing services. Create hands-on learning opportunities for the next
73 generation through South Sound GREEN (Global Rivers Environmental Education
74 Network), Teens in Thurston and other programming focused on youth, internships and
75 career pathways in natural resources.

76 4. **Invest in Organizational Excellence & Leadership:** Thurston Conservation District is a
77 leader in conservation, and we will continue to facilitate regional collaboration with
78 strong capacity and financial resources. Strong internal systems and visionary leadership
79 are key to conservation work and will help us achieve the shared goals of a resilient and
80 thriving Thurston County. Promote District-wide best management urban, suburban and
81 rural conservation practices through education and outreach activities such as
82 workshops, community forums and field tours.

83 Part of the regulations and controls under both federal and state law regarding water pollution
84 is the establishment and maintenance of appropriate measures for education and
85 implementation of best management practices. See 33 U.S.C. 1251 et seq.; 40 CFR
86 122.26(d)(2)(iv) (required measures for State NPDES programs including education and
87 planning to implement best management practices and control techniques to reduce
88 pollutants). The District provides such service, both independently and together with Thurston
89 County and cities within the District.

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

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

98 The District engaged FCS Group (“FCS”), an independent financial consulting firm that provides
99 economic, public finance, management consulting, and financial (rates, charges, and fees)
100 services to public sector entities throughout the country, including city and county
101 governments, utilities, municipal corporations and ports, special purpose districts, and state
102 agencies. FCS has evaluated the services provided by the District and has developed a rate
103 structure, as part of the Thurston Conservation District Rate Study (FCS Group, 2026) that
104 allocates the costs of District services to classes of property.

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

- 107 • Services furnished, to be furnished, or available to landowners in the District;
- 108 • Benefits received, or to be received, or available to property in the District;
- 109 • The character and use of land in the District;
- 110 • The nonprofit public benefit status of land users in the District;
- 111 • The income level of persons served or provided benefits, including senior citizens
112 and disabled persons; and
- 113 • Other matters that present a reasonable difference as a grounds for distinction
114 among properties.

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

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

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

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

- 141 • Number of parcels in each of the property categories;
- 142 • Direct and indirect services/benefits received by or available to property within each
 143 property category, as generally described in this Resolution; and
- 144 • A weighting factor reflecting the degree of services/benefits received by or available
 145 to each property class for each Conservation Project as described in Section 1.10,
 146 above.

147 The 2026 FCS Rate Study calculated rates per parcel per year for seven of the classifications, as
 148 follows: residential (\$30.43), commercial (\$29.26), transportation (\$29.26), trade (\$29.26),
 149 services (\$29.26), recreational (\$29.26), resources ag/agricultural (\$30.42), resource (\$29.30),
 150 forest land (\$30.21), and undeveloped/open space (\$30.32). The rate model provides a
 151 reasonable basis for establishing the rates proposed by this Resolution.

Land Use Category		Calculated Rates	
		Per Parcel	Per Acre
1	Residential	\$ 30.43	\$ 0.62
2	Commercial	\$ 29.26	\$ 0.32
3	Transportation	\$ 29.26	\$ 0.32
4	Trade	\$ 29.26	\$ 0.32
5	Services	\$ 29.26	\$ 0.32
6	Recreational	\$ 29.26	\$ 0.32
7	Resource - Agriculture	\$ 30.42	\$ 0.63
8	Resource - All Other	\$ 29.30	\$ 0.32
9	Resource - Designated Forest Land	\$ 30.21	\$ 0.34
10	Unassigned	\$ -	\$ -
11	Undeveloped/Open Space	\$ 30.32	\$ 0.62

152 As adjusted proportionally: residential (\$25.0000), commercial (\$24.0342), transportation
 153 (\$24.0342), trade (\$24.0342), services (\$24.0342), recreational (\$24.0342), resources
 154 ag/agricultural (\$24.9881), resource (\$24.0685), forest land (\$2.9784), and undeveloped/open

155 space (\$24.9073), such rates do not exceed the maximum rates permitted under Chapter 60,
 156 Laws of 2012. These rates are an allocable share of the costs of services/benefits received or
 157 available to the property owners in the District from District services, programs and
 158 Conservation Projects, all for the preservation of natural resources, protection of public lands
 159 and waters, and protection and promotion of the health, safety and general welfare of the
 160 lands and people of the District.

Land Use Category		Calculated Rates	
		Per Parcel	Per Acre
1	Residential	\$ 25.0000	\$ 0.0987
2	Commercial	\$ 24.0342	\$ 0.0512
3	Transportation	\$ 24.0342	\$ 0.0512
4	Trade	\$ 24.0342	\$ 0.0512
5	Services	\$ 24.0342	\$ 0.0512
6	Recreational	\$ 24.0342	\$ 0.0512
7	Resource - Agriculture	\$ 24.9881	\$ 0.1000
8	Resource - All Other	\$ 24.0685	\$ 0.0512
9	Resource - Designated Forest Land	\$ 2.9784	\$ 0.0053
10	Unassigned	\$ -	\$ -
11	Undeveloped/Open Space	\$ 24.9073	\$ 0.0994

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

166 The consideration, development, adoption and implementation of the rates proposed herein
 167 follows the public hearing held on June 17, 2029, held by the District pursuant to RCW
 168 89.08.400(2), public notice of which was properly provided by postings throughout the District
 169 and through publication, along with additional postings via web and social media.

170 By Resolution No. 2026-04, the District has established a process providing for landowner
 171 appeals of the individual rates as may be applicable to a parcel or parcels.

172 **Section 2. Definitions**

173 **Billing year** means the calendar year that bills are sent through the property tax statement.

174 **Commercial land** means those parcels in the Thurston County Assessor’s property
 175 classifications of: 21 - Commercial – Food; 24 - Commercial - Lumber and Wood; 29 -
 176 Commercial - Petroleum Refining and & Allied Industries; 34 - Commercial - Fabricated Metal

177 Products; 35 -Commercial - Professional, Scientific, and Control Instruments, Photographic,
178 Clocks, etc.; 39 - Commercial – Misc. Commercial.

179 **Forest land** means those parcels in the Thurston County Assessor’s property classifications of:
180 88 – DFL – Designated Forest and those further determined to meet the definition of Forest
181 Lands stated in RCW 89.08.405 (3)(c).

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

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

190 **Residential land** means those parcels in the Thurston County Assessor’s property classifications
191 of: 11 - Residential - Single Family; 12 - Residential - 2-4 Units; 13 - Residential – Multiunits; 14 -
192 Residential – Condo; 15 - Residential - MH Park; 16 - Residential - Hotels/Motels; 17 -
193 Residential - Institutional lodging; 18 - Residential - All other; 19 - Residential - Vacation and
194 Cabin.

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

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

199 **Resource Designated Forest land** means those parcels in the Thurston County Assessor’s
200 property classifications of: 88 - Resource - Designated Forest Land.

201 **Services land** means those parcels in the Thurston County Assessor’s property classifications of:
202 61 - Services - Finance/Insurance/Real Estate; 62 - Services – Personal; 63 - Services – Business;
203 64 - Services – Repair; 65 - Services – Professional; 66 - Services – Contract; 67 - Services –
204 Governmental; 68 - Services – Educational; 69 - Services – Misc.

205 **Trade land** means those parcels in the Thurston County Assessor’s property classifications of:
206 52 - Trade - Retail Trade; 53 - Trade - General Merchandise; 54 - Trade – Food; 55 - Trade –
207 Auto; 56 - Trade – Apparel; 57 - Trade - Furniture & Equipment; 58 - Trade - Eating & Drinking;
208 59 - Trade – Other.

209 **Transportation land** means those parcels in the Thurston County Assessor’s property
210 classifications of: 41 - Transportation – Railroad; 42 - Transportation - Motor Vehicle; 43 -
211 Transportation – Aircraft; 44 - Transportation - Marine Craft Transportation; 45 - Transportation

212 – Highway; 46 - Transportation - Auto Parking; 47 - Transportation – Communication; 48 -
213 Transportation – Utilities; 49 - Transportation – Other.

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

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

223 **Section 3. Rate Schedule**

224 The following rate schedule is proposed to the County for a term of ten (10) years with rate
225 adjustments beginning March 1, 2029 and every third year thereafter based on the Consumer
226 Price Index (CPI), unless modified by subsequent District action and County approval. The Board
227 may recommend adjustment of these rates from time to time, to reflect the budgeted costs of
228 carrying out the District’s improvements, services and Conservation Projects and any changes in
229 land categories. The rates are as follows.

- 230 The rate for residential land shall be \$25.00 per parcel per year.
- 231 The rate for commercial land shall be \$25.00 per parcel per year.
- 232 The rate for transportation land shall be \$25.00 per parcel per year.
- 233 The rate for trade land shall be \$25.00 per parcel per year.
- 234 The rate for services land shall be \$25.00 per parcel per year.
- 235 The rate for recreational land shall be \$25.00 per parcel per year.
- 236 The rate for resources ag land shall be \$25.00 per parcel per year.
- 237 The rate for resource land shall be \$25.00 per parcel per year.
- 238 The rate for forest land shall be \$2.99 per parcel per year.
- 239 The rate for undeveloped/open space land shall be \$25.00 per parcel per year.

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

242 Additionally, the District will allocate \$1 million per year of this Rates & Charges income for
243 efforts to preserve Thurston County farmland.

244 **Section 4. Implementation**

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

249 **Section 5. Ratification and Confirmation**

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

252 **SECTION 6. EFFECTIVE DATE.**

253 This Resolution shall become effective immediately upon its adoption.

**ADOPTED BY THE BOARD OF THE THURSTON CONSERVATION DISTRICT,
WASHINGTON ON JUNE 24th, 2026 AND EFFECTIVE IMMEDIATELY.**

TJ Johnson, Board Chair

Marianne Tompkins, Vice Chair

Jennifer Colvin, Board Member

Doug Rushton, Board Auditor

David Iyall, Board Member

Attest:

Sarah Moorehead, Executive Director

Item

7

Thurston Conservation District

Resolution #2026-04: Establishing a Process for Landowner Appeals of Rates and Charges



**A RESOLUTION OF THE THURSTON CONSERVATION DISTRICT
ESTABLISHING A PROCESS TO PROVIDE FOR LANDOWNER APPEALS OF
RATES AND CHARGES AS APPLICABLE TO A PARCEL OR PARCELS**

**THE BOARD OF SUPERVISORS OF
THURSTON CONSERVATION DISTRICT does hereby resolve:**

1 **Section 1. Findings and Determinations**

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

4 With TCD Resolution 2026-03, the Thurston Conservation District (the District) has proposed to
5 Thurston County (“County”) a system of rates and charges to pay for the costs of carrying out
6 the District’s programs, services and Conversation Projects, pursuant to RCW 89.08.405.

7 RCW 89.08.405 provides that the District shall establish by resolution a process for landowner
8 appeals of rates or charges (collectively, “rates”) as applicable to a parcel or parcels.

9 The process authorized by the Legislature for the District’s collection of rates is through the
10 Thurston County-managed property tax statement. This Resolution establishes an appeal
11 process, as required by 89.08.405, that is available to owners of property following receipt of
12 annual property tax statements.

13 **Section 2. Appeal of Rates**

14 Any person subject to rates as proposed by TCD Resolution 2026-03, may appeal a rate by
15 applying in writing to the District. The rate appealed must first be paid. Filing an appeal does
16 not extend the period for payment of the rate. Delinquent accounts will not be acted upon until
17 paid in full.

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

- 19
- 20 • The area of the parcel is incorrect;
 - 21 • The property has not been assigned the proper rate category;
 - 22 • The parcel is wholly or partially outside the District boundaries; or
 - 23 • The rate is otherwise erroneous in applying the terms of TCD Resolution 2026-03, as adopted by Thurston County.

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

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

37 **Section 3. Hearing Process**

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

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

49 **Appeal Hearing.** The hearing shall consist of the following:

- 50 1. **Opening Statements.**
- 51 2. **Appellant's Case.** An appellant's case at the hearing shall be limited to the
52 presentation of lay testimony, to cross-examination by District of any witness whose
53 testimony has been offered by appellant, including expert witnesses whose
54 testimony has been offered in writing pursuant to this rule, and to appellant's
55 redirect examination of any witness from whom cross-examination testimony is
56 taken.
- 57 3. **District's Case.** The District's case at the hearing shall be limited to the presentation
58 of lay testimony, to cross-examination by appellant of any witness whose testimony
59 has been offered by District, including expert witnesses whose testimony has been
60 offered in writing, and to District's redirect of any witness from which cross-
61 examination testimony is taken.

62 4. **Closing Argument.**

63 5. **Decision.** The Board shall enter a written decision within 14 days after the close of
64 record of the Appeal hearing.

65 If the District grants an adjustment which reduces the charge for the current year, the applicant
66 shall be refunded the amount overpaid. If the District determines that an adjustment should be
67 made which increases the charge due for the current year, the applicant shall receive a
68 supplemental bill that will be due within forty-five (45) days of the date of issue. An appellant
69 seeking a rate adjustment shall be notified in writing of the District's decision.

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

76 **SECTION 4. EXECUTIVE DIRECTOR AUTHORITY.**

77 The District's Executive Director is authorized prior to or after the hearing under Section 2, to
78 settle claims and resolve disputes over rates, rate category or classification, and other matters
79 applicable to parcels that are subject to appeal. The Executive Director shall report such
80 settlements to the Board at a regularly scheduled meeting, within 90 days.

81 **SECTION 5. RATIFICATION AND CONFIRMATION.**

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

84 **SECTION 6. EFFECTIVE DATE.**

85 This Resolution shall become effective immediately upon its adoption.

**ADOPTED BY THE BOARD OF THE THURSTON CONSERVATION DISTRICT,
WASHINGTON ON JUNE 24th, 2026 AND EFFECTIVE IMMEDIATELY.**

TJ Johnson, Board Chair

Marianne Tompkins, Vice Chair

Jennifer Colvin, Board Member

Doug Rushton, Board Auditor

David Iyall, Board Member

Attest:

Sarah Moorehead, Executive Director

Item

8



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

July 22, 2026, 5:00 pm - 7:55 pm

Zoom Meeting Link:

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

Passcode: 2918

Meeting ID: 916 5857 7844

Call in: 1-253-215-8782

Work Session Topic List

5:00 pm – 6:00 pm

1. Topic List Review, All
2. Staff Presentation: Firewise USA, *Jae Townsend*
3. Community Partner Presentation, Biocellulose as an alternative to plastic, *Leslie Melnyk*
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 – 7:55 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. June, 24 2026, Board Work Session & Meeting Minutes | <i>5 minutes</i> |
| B. July 2026 Financial Report | |
| 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 (WSCC), <i>Josh Giuntoli</i> | |
| C. Washington Association of Conservation Districts (WACD), <i>Sarah Moorehead</i> | |
| 6. Governance, <i>All</i> – <i>Action Item</i> | 7:10 PM |

- | | |
|--|-------------------|
| A. August 26, 2026 Work Session Topic List & Meeting Agenda Development | <i>10 minutes</i> |
| 7. Executive Session: To consider the selection of a site or the acquisition of real estate | 7:20 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>15 minutes</i> |
| 8. Executive Session Report Out – Action Item | 7:35 PM |
| | <i>5 minutes</i> |
| 9. Executive Session: To discuss potential litigation | 7:40 PM |
| <i>RCW 42.30.110 (1)(i) to discuss with legal counsel representing the agency litigation or potential litigation.</i> | <i>10 minutes</i> |
| 10. Executive Session Report Out – Action Item | 7:50 PM |
| | <i>5 minutes</i> |
| Adjourn | 7:55 PM |
- Informational Only Items:**
- I. *Executive Director’s Report*

Important Future Dates

August 2026

- | | |
|--|----------------|
| Thurston County Fair Tabling | July 30- Aug 2 |
| NACD SW and Pacific Region Meeting, Guam | Aug 24-28 |
| TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom) | Aug 26 |

September 2026

- | | |
|--|---------|
| TCD Legislative Tour 9:00 a.m. - 4:00 p.m. | Sept 2 |
| TCD Closed, Labor Day | Sept 7 |
| WACD Board Meeting 6:00 -8:30 p.m. | Sept 21 |
| TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom) | Sept 23 |

October 2026

- | | |
|--|--------|
| TCD Growers Conference | Oct 2 |
| TCD Harvest Festival & Bulb & Seed Sale | Oct 3 |
| WACD Southwest Area Meeting | TBD |
| TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom) | Oct 28 |

Informational Items

The Executive Director Report will be sent by email as an attachment.