

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202211033

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Stormwater/BBWARM - 907690
Contract or Grant Administrator:	Holly Faulstich, Natural Resource Specialist III
Contractor's / Agency Name:	Whatcom Conservation District

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No

Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____

Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract _____

Yes No If yes, RFP and Bid number(s): _____ Cost Center: 169250, WO# 17312

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency

Contract work is for less than \$100,000. Contract for Commercial off the shelf items (COTS).

Contract work is for less than 120 days. Work related subcontract less than \$25,000.

Interlocal Agreement (between Governments). Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>93,000.00</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____ Summary of Scope:	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
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The Whatcom Conservation District (WCD) will provide outreach, education and technical assistance with Whatcom County stormwater programs, with particular emphasis on the rural areas within the Terrell Creek and Birch Bay watersheds. Activities include outreach events, informational materials, technical assistance for livestock owners, and assistance with the Neighborhood Native Landscaping Program.

Term of Contract: 13 months Expiration Date: 1/31/2024

Contract Routing:	1. Prepared by: <u>Holly Faulstich</u>	Date: <u>10/27/22</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>11/08/2022</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>11/8/22</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): <u>AB2022-667</u>	Date: <u>12/8/2022</u>
	8. Executive signed: <u>Satpal Sidhu</u>	Date: _____
	9. Original to Council: _____	Date: _____

DocuSigned by:
Satpal Sidhu
1192C7C18B664E3...

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings
Director**



STORMWATER
322 N. Commercial, Suite 224
Bellingham, WA 98225
Main: (360) 778-6210
FAX: (360) 778-6201
www.whatcomcounty.us

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, Whatcom County Executive, and the Honorable Members of the Whatcom County Council, collectively serving in their capacity as the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Elizabeth Kosa, Interim Public Works Director

FROM: Kraig Olason, Stormwater Program Manager

DATE: November 3, 2022

RE: 2023 Interlocal Agreement between Whatcom County and the Whatcom Conservation District for Outreach, Education and Technical Assistance with BBWARM Stormwater Programs

Requested Action

Public Works respectfully requests that the County Executive, acting as signatory for the Flood Control Zone District Board of Supervisors, enter into a contract for services between Whatcom Conservation District (WCD) and Whatcom County for the sum of \$93,000, for the purpose of providing outreach, education and technical assistance for various stormwater-related programs, with particular emphasis on the communities within the Terrell Creek and Birch Bay watersheds.

Background and Purpose

The WCD will provide outreach and engagement opportunities for residents and rural landowners in the Birch Bay & Aquatic Resources Management (BBWARM) district. Activities will include the development of informational mailers and newsletter articles, participation in education and outreach events, and continued implementation/expansion of the Neighborhood Native Landscaping Program (NNLP). Based on what was learned during the NNLP pilot in 2022, increased staff time (140%) was allocated to this program and the WCD, rather than county staff, will be purchasing all the materials through this contract (\$30,000) to increase project efficiency and streamline workflow. Additionally, the WCD are aiming for approximately 135% increase in the square footage of native landscaping installed in 2023 in Birch Bay (20,000 ft²). County staff are also asking the WCD to assume responsibility for project management and to provide more detailed reporting and accounting than in previous years. These changes resulted in a significantly higher ILA budget in 2023 compared to past contracts.

In addition, the WCD will offer free technical assistance in the form of confidential risk assessments, farm plan development, and guidance in the implementation of best management practices for rural landowners and small farm owners in the Birch Bay watershed through Task 3 of this contract.

Funding Amount and Source

Contract total of \$93,000.00 will be funded by existing authority in the BBWARM district budget (cost center 169250, work order 17312).

Please contact Holly Faulstich at extension 6290 if you have any questions or concerns regarding the terms of this agreement.

Encl.

Whatcom County Contract No. <u>202211033</u>

**2023 INTERLOCAL AGREEMENT
WHATCOM COUNTY & WHATCOM CONSERVATION DISTRICT
BIRCH BAY STORMWATER OUTREACH ASSISTANCE**

This Interlocal AGREEMENT (“AGREEMENT”) is between the Whatcom Conservation District (“WCD”) and Whatcom County (“COUNTY”) as public agencies pursuant to the Interlocal Cooperation Act (RCW 39.34) for Birch Bay stormwater outreach assistance.

WHEREAS, the Board of Supervisors of the COUNTY flood control zone district (FCZD) voted to create a FCZD sub-zone known as the Birch Bay Watershed and Aquatic Resources Management District (BBWARM) for the express purpose, among others, of assessing property owners in the sub-zone to fund projects that remediate pressing water quality and stormwater management challenges; and,

WHEREAS, the WCD was formed in 1946 pursuant to RCW 89.08 as a public agency to undertake the conservation of renewable resources in all of Whatcom County; and,

WHEREAS, the COUNTY and WCD initiated the Terrell Creek Landowner Stewardship Program in 2010, which used a collaborative, educational approach to help rural Terrell Creek watershed landowners adopt stewardship practices to protect and improve water quality and habitat; and,

WHEREAS, the WCD has been providing this assistance to BBWARM through Interlocal Agreements with the COUNTY since 2010; and,

WHEREAS, the BBWARM 2023 outreach work plan calls for continuing to provide technical and/or financial assistance to rural property owners and stewardship opportunities that result in the implementation of stormwater best management practices; and,

WHEREAS, the COUNTY requests continued assistance from the WCD in 2023 to support the BBWARM education and outreach activities.

NOW, THEREFORE, the WCD and COUNTY agree as follows:

- I. *Purpose:* The purpose of this AGREEMENT is to set the terms whereby the COUNTY will make available funds to the WCD to implement tasks to support the stormwater outreach programs as described in Exhibit A attached hereto.
- II. *Administration:* No new or separate legal or administrative entity is created to administer the provisions of this AGREEMENT.
- III. *Whatcom Conservation District Responsibilities:* The WCD hereby agrees to provide support for the stormwater outreach programs as described in Exhibit A attached hereto.
- IV. *Whatcom County Responsibilities:* The COUNTY hereby agrees to reimburse the WCD, not to exceed the total budget amount allocated to the WCD as shown in Exhibit B attached hereto, for the costs in providing and performing the services stated.

- V. *Payment:* The WCD shall submit itemized invoices in a format approved by the COUNTY in accordance with the requirements of Exhibit B. The COUNTY will compensate the WCD for services rendered within thirty (30) days following receipt of an approved invoice, provided all other terms and conditions of the contract have been met and are certified as such by the Contract Administrator.
- VI. *Term:* This AGREEMENT shall be effective from January 1, 2023 through January 31, 2024.
- VII. *Responsible Persons:* The persons responsible for administration of this AGREEMENT shall be the Whatcom County Public Works (WCPW) Department Director and the WCD District Manager or their respective designees.
- VIII. *Treatment of Assets and Property:* No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this AGREEMENT.
- IX. *Indemnification:* Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the Parties by reason of entering into this AGREEMENT except as expressly provided herein.
- X. *Modifications:* This AGREEMENT may be changed, modified, amended or waived only by written AGREEMENT executed by the Parties hereto. Waiver or breach of any term or condition of this AGREEMENT shall not be considered a waiver of any prior or subsequent breach.
- XI. *Applicable Law:* In the performance of this AGREEMENT, it is mutually understood and agreed upon by the Parties hereto that this AGREEMENT shall be governed by the laws and regulations of the State of Washington and the federal government, both as to interpretation and performance. The venue of any action arising herefrom shall be in the Superior Court of the State of Washington in and for Whatcom County.
- XII. *Severability:* In the event any term or condition of this AGREEMENT or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this AGREEMENT that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this AGREEMENT are declared severable.
- XIII. *Entire Agreement:* This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.
- XIV. *Recordation:* Upon execution of this Agreement, Whatcom County shall file a copy of it with the office of its County Auditor pursuant to the requirements of RCW 39.34.040.

- XV. *Performance:* The parties agree to satisfy all aspects of this AGREEMENT in a timely and professional manner. The WCD shall notify the COUNTY as soon as problems, delays or adverse conditions become known which will materially impair its ability to meet the deliverables described in Exhibit A.
- XVI. *Audit and Inspection:* The COUNTY and WCD shall maintain records pursuant to this AGREEMENT in accordance with generally accepted accounting principles and practices consistently applied. Records shall be subject at all reasonable times to inspection and audit and State auditor. The COUNTY and WCD shall preserve and make such records available to said parties until expiration of three (3) years from the date of final payment under this AGREEMENT.
- XVII. *Dispute Resolution:* The parties to this AGREEMENT shall first attempt to resolve disputes informally at the staff level. In the event that the dispute cannot be resolved at the staff level, a dispute resolution procedure shall be followed under the guidance of the Whatcom Dispute Resolution Center.
- XVIII. *Rights and Remedies:* In no event shall a making by the COUNTY of any payment to the WCD constitute or be construed as a waiver by the COUNTY of any breach of covenant or any default that may then exist on the part of the WCD. The making of any such payment by the COUNTY while any such breach or default shall exist shall in no way impair or prejudice any of the COUNTY's rights, which are hereby expressly recognized, to recover payments or portions thereof, to which the WCD has not entitled under this AGREEMENT, or where any payments were made by mistake, or to pursue any other remedy available to the COUNTY in respect to breach or default of this AGREEMENT.

This AGREEMENT shall not relieve the COUNTY or the WCD of any obligation or responsibility imposed by law except that performance pursuant to this AGREEMENT may, where appropriate, be offered in satisfaction of an obligation or responsibility conveyed to the COUNTY or the WCD by law.

- XIX. *Insurance Requirements:* WCD shall carry for the duration of this AGREEMENT insurance with the coverage and limits as follows:
 - A. Commercial General Liability (CGL) Insurance
 - Property damage \$500,000.00 per occurrence
 - General Liability & Bodily Injury \$1,000,000.00 per occurrence
 - Annual Aggregate \$2,000,000.00
 - B. Business Automobile Liability
 - \$500,000.00 Minimum, per occurrence
 - \$1,000,000.00 Minimum, Annual Aggregate

WCD shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$500,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

- C. Additional Insurance Requirements and Provisions
 - 1. WCD shall provide the County with a certificate of insurance and endorsements required by the Agreement.

2. For the commercial general liability and business automobile insurance, Whatcom County shall be named as an additional insured.

3. WCD's insurance shall be primary and non-contributory, and shall waive all rights of subrogation against Whatcom County and its coverage. Whatcom County's insurance shall not serve as a source of contribution.

In the alternative, either party to this agreement may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by RCW 48.62. In this regard, the parties understand that the party to this agreement who is a member of such a program is not able to name the other party as an "additional insured" under the liability coverage provided by the joint self-insurance program.

XX. *Miscellaneous:* No obligation in this AGREEMENT shall limit the WCD in fulfilling its responsibilities otherwise defined by law. No obligation in this AGREEMENT shall limit the COUNTY in fulfilling its responsibilities otherwise defined by law.

XXI. *Signatures:* The undersigned representatives accept the provisions of this AGREEMENT. This AGREEMENT shall be in effect when signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement this 12/8/2022 day of _____, 2022.

WHATCOM CONSERVATION DISTRICT

DocuSigned by:
Brandy Reed 12/8/2022
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Brandy Reed, WCD District Manager Date

Whatcom Conservation District
6975 Hannegan Road
Lynden, WA 98264

**WHATCOM COUNTY:
Recommended for Approval:**

DocuSigned by:
Elizabeth Kosa 12/8/2022
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Elizabeth Kosa, Interim Public Works Director Date

Approved as to form:

DocuSigned by:
Christopher Quinn 12/8/2022
EC466EF5C88B4FD...
Christopher Quinn, Senior Civil Deputy Prosecuting Attorney Date

Approved:

Accepted for Whatcom County Flood Control Zone District:

DocuSigned by:
By: Satpal Sidhu 12/8/2022
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Satpal Singh Sidhu, Whatcom County Executive Date

EXHIBIT A - SCOPE OF WORK Birch Bay Stormwater Outreach Assistance

Program Description

The Whatcom Conservation District (WCD) will provide education, outreach, and technical assistance to Whatcom County for Birch Bay stormwater-related programs.

Task 1. Program Administration

The WCD will provide program administration and coordinate with county staff. This will include invoicing, tracking/reporting on all activities, ensuring deadlines and deliverables are met, communicating proposed changes to county staff with notice, and scheduling and facilitating meetings.

Deliverables:

Activity	Deliverable	Draft Due	Deadline/Final Due	Collaborative
Develop contract schedule	Calendar detailing deliverables and planning milestones	2 weeks after contract execution	Adjustable with prior approval from county staff	
Invoicing	Monthly invoice including: <ol style="list-style-type: none"> 1. A progress report detailing work performed during the invoice period is required 2. A summary table showing amount expended per invoice, amount remaining and percent complete for each deliverable. 	n/a	15th of each month	
Facilitate meetings	Schedule monthly meetings. Additional meetings as required.	n/a	Pre-schedule check-in meetings at start of contract	
	Meeting agenda	3 days prior to meetings	Day of meeting	
	Updated planning documents and notes	n/a	Follow-up within 3 days of meetings	
Annual reporting	Written annual contract summary report	December 8, 2023	December 15, 2023	
	Annual accomplishment presentation to BBWARM Advisory committee	January 8, 2024	January 17, 2024 BBWARM meeting	

Task 2. General Education and Outreach

The WCD will provide outreach, engagement, and stewardship opportunities for residents in the Birch Bay watershed. Activities will include the development of informational mailers and newsletter articles, developing website content for county websites, planning and hosting educational events and workshops, and participation in existing outreach events.

Deliverables:

Activity	Deliverable	Draft Due	Deadline/Final Due	Collaborative
Algal Bloom Outreach including content and speaker series event	Educational content for new BBWARM web page	May 1	June 1	
	Event planning document	May 15	June 15	
	Event marketing plan and materials	July 15	August 1	
	Host event	n/a	September	X
"A Day at the Beach" Outreach Event	Event planning document	April 15	Ongoing updates	
	Event marketing plan and materials	May 1	May 15	
	Host event	n/a	June	X
	Event summary and photos	3 days after event	1 week after event	
"July 5th Beach Cleanup" Outreach Event	Coordination meeting with Whatcom County Health, Chamber of Commerce, and other applicable community members	n/a	Late May or Early June	
	Coordinate on creation of marking materials	June 1	June 15	
	Staff event	n/a	July 5	X
	Event summary and photos	3 days after event	1 week after event	
"Run with the Chums 5k Fun Run/Walk" Outreach Event	Event planning document	June 15	Ongoing updates	
	Event marketing plan and materials	July 15	August 1	
	Host event	n/a	September 9	X
	Event summary and photos	3 days after event	1 week after event	
NSEA Terrell Work Parties	Attend events as BBWARM representative (at least one each spring and fall)	n/a	Spring, Fall	
Monthly e-news content	Monthly e-mail with content and graphics	n/a	1 st of each month	
Other outreach event staffing	Provide staffing for other stormwater program county-planned events (stormwater pop-up booths, pet waste outreach booths, etc.)	n/a	As requested	X

Task 3. Rural Landowner/Small Farm Technical Assistance

The WCD will assist rural landowners/small farm owners with management options and provide information on current environmental laws that have been put in place to protect water quality and habitat associated with critical areas. Through direct landowner/operator/resident contacts, WCD staff will offer free, site-specific educational and technical assistance in the form of confidential risk assessments, farm plan development, and guidance in the implementation of best management practices (BMPs). BMP incentives, rebates, small grants and other cost-share options will be described and offered as available.

Deliverables:

Activity	Deliverable	Draft Due	Deadline/Final Due	Collaborative
Rural livestock owner outreach	Maintain database of livestock owners in Birch Bay watershed.	n/a	Monthly progress report updates	
	Provide Farm Assessments and Farm Planning Services to livestock owners in Birch Bay watershed.	n/a	Monthly progress report updates	
	Spring livestock technical assistance mailer	March 15	April 14	
	Fall livestock technical assistance mailer	September 15	October 15	
	Spring Landowner Spotlight	April 15	May 1	
	Fall Landowner Spotlight	September 15	October 1	
	Conservation calendar mailing	n/a	TBD	
Fecal bacteria water quality coordination	Maintain coordination with Whatcom County Pollution, Identification, and Correction Program staff in order to act as a liaison for BBWARM staff on fecal coliform bacteria and shellfish issues in the Birch Bay watershed.	n/a	Monthly progress report updates	
	Develop fecal bacteria water quality hot spot sampling protocol	March 15	April 30	
	Inform BBWARM program manager when water quality sample results are elevated and ensure sampling protocol is implemented	n/a	Monthly progress report updates	
	Assist with fecal bacteria community outreach and education and help make connections with landowners	n/a	Monthly progress report updates	

Task 4. Neighborhood Native Landscaping Program Assistance

The WCD will implement neighborhood native landscaping projects, including site identification, outreach and landowner recruitment, feasibility analysis, project design, labor, supplies and materials procurement, project management, promotion and documentation. The goal for 2023 is to secure 6-8 participating properties within walking distance of each other (about 0.5 miles) with individual project sizes ranging from 1,000-3,000 ft², for a total of up to 20,000 ft² of native plants installed.

Deliverables:

Activity	Deliverable	Draft Due	Deadline/Final Due	Collaborative
Outreach & cluster selection	Schedule meeting with county staff to identify target neighborhoods and backups	n/a	February 15	X
	Conduct outreach to target neighborhoods	n/a	Throughout Feb/Mar	
	Compile log of respondents	n/a	May 1	
	Initial site visits – review HAF and identify proposed planting area	n/a	Throughout April	

	Finalize participating properties that meet criteria (with a signed HAF), treating a total of ~20,000 ft ²	n/a	May 1	
Landowner coordination and site planning	Update HAF packet to include information on planting and maintenance, wildlife protection, edging, irrigation, and a sample maintenance agreement.	March 8	March 15	
	All HAFs signed and submitted to county	n/a	May 1	
	Follow up site visits as needed	n/a	Throughout May	
	All MAs signed and submitted to county	n/a	June 1	
	NOAs submitted to PDS	n/a	June 1	
	Planting plan for each participating property – number of species for space, light, soil conditions and HIP design specs	July 25	August 1	
Materials procurement and project implementation	Coordinate with WCC crew leader, submit plan for crew assistance based on number of days requested	n/a	Coordinate April-June. Plan submitted June 1	
	WA native plants ordered and delivery date identified	n/a	June 1	
	Approved mulch and cardboard ordered	n/a	July 1	
	Blow-in mulch installed	n/a	August 31	
	Plan and implement planting parties	n/a	Between Oct 1 - Nov 15	X
Wrap up	Final field inspection form with photos	n/a	By Nov 15	
	Survey for participant feedback	December 1	December 14	
	Lessons learned document	n/a	December 31	X

Requirements:

- Whatcom County staff will review all deliverables before distribution.
- All materials and events will include the Whatcom County logo unless otherwise agreed upon by staff in advance of distribution.
- All events paid for by the county will include county staff presence and recognition of county contribution.
- All content developed for programs paid for by the county will be hosted on Whatcom County websites and social media pages and shared by the WCD. WCD staff will work with county staff to have developed and approved content posted to county websites.
- All content related to farm services will be hosted on the WCD websites and social media pages and shared by Whatcom County.
- The WCD will coordinate with county staff on what the focus outreach messaging should be prior to each event.

EXHIBIT B - BUDGET Birch Bay Stormwater Outreach Assistance

As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the actual composite hourly rates of personnel working on this project. *Composite rates are based on actual taxes and benefits, which may vary by month. Estimated hourly composite rates are provided below. Revised Composite Rate forms will be provided to the County for any rate changes upon adjustment. **The total budget is not to exceed \$93,000.** Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed including mileage at the current IRS rate. For mileage reimbursement submit: copies of mileage records, including the name of staff member, date of travel, and number of miles traveled. Lodging and per diem for training shall not exceed the GSA rate for the location where training is provided. Other expenditures such as supplies, postage, and rentals shall be reimbursed at actual cost. Expense reimbursement requests must be accompanied by copies of paid invoices. Contractor certifies that all personnel charging to this contract are program personnel and are not also included in the Contractor's overhead rate. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor's expense.

Position	Admin Specialist		Ed Coordinator		Ed Assistant		LID Specialist		Livestock Coord		Data Specialist		Direct Cost			Labor			Total										
	Max 2023 Wage Rate/ hour	Est. 2023 Comp Rate/ hour	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Supplies, Refreshments & Printing	Travel	Total Direct	Hours	Cost	Indirect 30%											
Task 1: Program Administration																													
Contract calendar		\$ -	4	\$ 282.48		\$ -		\$ -		\$ -					\$ -	4	\$ 282.48	\$ 84.74	\$ 367.22										
Invoicing	24	\$ 1,359.36	24	\$ 1,694.88		\$ -		\$ -		\$ -					\$ -	48	\$ 3,054.24	\$ 916.27	\$ 3,970.51										
Facilitate meetings		\$ -	20	\$ 1,412.40	24	\$ 949.92		\$ -		\$ -					\$ -	44	\$ 2,362.32	\$ 708.70	\$ 3,071.02										
Annual reporting		\$ -	10	\$ 706.20	5	\$ 197.90		\$ -		\$ -					\$ -	15	\$ 904.10	\$ 271.23	\$ 1,175.33										
Task 2: General Education and Outreach																													
Algal Bloom Outreach		\$ -	15	\$ 1,059.30	30	\$ 1,187.40		\$ -		\$ -			\$ 50.00	\$ 120.00	\$ 170.00	45	\$ 2,246.70	\$ 674.01	\$ 3,090.71										
A Day at the Beach		\$ -	10	\$ 706.20	15	\$ 593.70		\$ -		\$ -			\$ 50.00	\$ 50.00	\$ 100.00	25	\$ 1,299.90	\$ 389.97	\$ 1,789.87										
July 5th Beach Cleanup		\$ -	7	\$ 494.34	10	\$ 395.80		\$ -		\$ -			\$ 50.00	\$ 50.00	\$ 100.00	17	\$ 890.14	\$ 267.04	\$ 1,257.18										
Run with the Chums	7	\$ 396.48	30	\$ 2,118.60	50	\$ 1,979.00		\$ -		\$ -			\$ 1,500.00	\$ 100.00	\$ 1,600.00	87	\$ 4,494.08	\$ 1,348.22	\$ 7,442.30										
NSEA Terrell Work Parties		\$ -	10	\$ 706.20	15	\$ 593.70		\$ -		\$ -				\$ 80.00	\$ 80.00	25	\$ 1,299.90	\$ 389.97	\$ 1,769.87										
Enews content		\$ -	10	\$ 706.20	30	\$ 1,187.40		\$ -		\$ -					\$ -	40	\$ 1,893.60	\$ 568.08	\$ 2,461.68										
Other outreach events		\$ -	10	\$ 706.20	20	\$ 791.60		\$ -		\$ -			\$ 50.00	\$ 100.00	\$ 150.00	30	\$ 1,497.80	\$ 449.34	\$ 2,097.14										
Task 3: Rural Landowner/Small Farm Technical Assistance																													
Rural Livestock Outreach		\$ -	20	\$ 1,412.40	10	\$ 395.80		\$ -	40	\$ 2,565.60			\$ 1,400.00	\$ 166.94	\$ 1,566.94	70	\$ 4,373.80	\$ 1,312.14	\$ 7,252.88										
Water Quality		\$ -	20	\$ 1,412.40		\$ -		\$ -		\$ -	30	\$ 1,439.10			\$ -	50	\$ 2,851.50	\$ 855.45	\$ 3,706.95										
Task 4: Neighborhood Native Landscaping Program Assistance																													
Outreach		\$ -	10	\$ 706.20	15	\$ 593.70	15	\$ 845.25		\$ -			\$ 100.00		\$ 100.00	40	\$ 2,145.15	\$ 643.55	\$ 2,888.70										
Landowner Coordination		\$ -		\$ -		\$ -	100	\$ 5,635.00		\$ -				\$ 50.00	\$ 50.00	100	\$ 5,635.00	\$ 1,690.50	\$ 7,375.50										
Materials and Project Implimentation		\$ -	30	\$ 2,118.60		\$ -	121	\$ 6,818.35		\$ -			\$ 30,000.00	\$ 150.00	\$ 30,150.00	151	\$ 8,936.95	\$ 2,681.09	\$ 41,768.04										
Wrap up		\$ -		\$ -		\$ -	20	\$ 1,127.00		\$ -				\$ 50.00	\$ 50.00	20	\$ 1,127.00	\$ 338.10	\$ 1,515.10										
Totals	31	\$ 1,755.84	230	\$ 16,242.60	224	\$ 8,865.92	256	\$ 14,425.60	40	\$ 2,565.60	30	\$ 1,439.10	\$ 33,200.00	\$ 916.94	\$ 68,233.88	811	\$ 83,986.18	\$ 25,195.85	\$ 93,000.00										

Employee Title	Max 2023 Wage Rate/hour	Estimated 2023 Comp Rate/hour
Planner	\$ 30.06	\$ 45.58
Admin Specialist	\$ 36.55	\$ 56.64
Habitat Planner	\$ 36.55	\$ 63.61
Livestock Coordinator	\$ 38.23	\$ 64.14
Habitat Coordinator	\$ 43.59	\$ 77.61
Planner	\$ 28.64	\$ 47.97
Ed Assistant	\$ 27.27	\$ 39.58
Wetland Specialist	\$ 36.55	\$ 61.93
Wildfire Specialist	\$ 30.06	\$ 45.58
Data Specialist	\$ 31.57	\$ 47.97
LID Specialist	\$ 36.55	\$ 56.35
GIS Tech	\$ 44.33	\$ 67.15
District Manager	\$ 54.59	\$ 83.27
Ed Coordinator	\$ 40.53	\$ 70.62
Scientist	\$ 30.06	\$ 44.94

EXHIBIT C - INSURANCE
Birch Bay Stormwater Outreach Assistance

Enduris

EVIDENCE OF COVERAGE**INSURED/PARTICIPANT:**

Whatcom Conservation District
6975 Hannegan Road
Lynden, WA 98264

MEMORANDUM#: 2023-00-271**EFFECTIVE: September 1, 2022 through August 31, 2023**

This is to certify that the Memorandum of Coverage has been issued to the Insured/Participant for the period indicated.

CERTIFICATE HOLDER:

Whatcom County
322 N. Commercial St., Suite 400
Bellingham, WA 98225-4042

The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COVERAGE:	PER OCCURRENCE LIMIT	AGGREGATE LIMIT
COMPREHENSIVE GENERAL LIABILITY	\$1,000,000	\$2,000,000
<i>Professional Liability</i>	\$1,000,000	\$2,000,000
<i>Personal Liability</i>	\$1,000,000	\$2,000,000
<i>Products – Complete Operation</i>	\$1,000,000	\$2,000,000
AUTO LIABILITY	\$1,000,000	\$2,000,000
<i>Combined Single Limit; Hired and Non-Owned; Temporary Substitute</i>	\$1,000,000	\$2,000,000
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	N/A	N/A
<i>Per Occurrence Aggregate</i>	N/A	N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY		
<i>Property</i>	N/A	N/A
<i>Mobile Equipment</i>		
AUTOMOBILE PHYSICAL DAMAGE	N/A	N/A
OTHER COVERAGE: N/A	N/A	N/A

CANCELLATION:

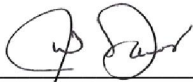
Should any of the above described coverage be cancelled before the expiration date of thereof. Notice will be delivered in accordance with the provisions of the MOC.

MEMO:

Evidence of Member Coverage to contracted party

Reference: 2023 Interlocal Agreement

Birch Bay Stormwater Outreach Assistance



Authorized Representative
November 1, 2022

Contracted Party Notice

Enduris Washington is a joint self-insurance program for public entities authorized by RCW 48.62.

Under RCW 48.62.061, the state risk manager shall adopt rules governing the management and operation of both individual and joint local government self-insurance programs covering property or liability risks. The rules are contained in the Washington Administrative Code (WAC) 200-100 and summarized as follows:

- Only members who sign the interlocal agreement binding them to contributions and assessments may participate in a local government risk pool (WAC 200-100-020).
- Only members may participate in the self-insured retention layer, and only members may participate in the joint purchase of insurance or reinsurance (WAC 200-100-02005).
- Nonmembers shall not participate in any coverages of the joint self-insurance program including the self-insured retention layer and the excess insurance or reinsurance layer (WAC 200-100-02007).

The state risk manager and the Washington Administrative Code prohibit Enduris of Washington from granting additional insured status to nonmembers.

However, Enduris can cover the contractual liability undertaken by its members in most cases. As long as the contract between an Enduris member and a third party qualifies as a “member contract” and the claims against the indemnitee third party are otherwise covered by the terms of the Memorandum of Coverage, the member district’s indemnity obligation should also be covered.

Enduris Washington’s memorandum of coverage (MOC) contains the definition of a “member contract” as follows:

SECTION IV – DEFINITIONS

[...]

M. Member Contract means a written contract that satisfies all of the following:

1. The agreement pertains to the Named Member's routine governmental operations, including professional services and mutual aid agreements, and by the contract terms the Named Member assumes the Tort liability of another to pay damages because of Bodily Injury or Property Damage to a third person or organization, or with respect to Professional Services to pay damages because of Public Officials Errors and Omissions to a third person or organization, and;
2. The agreement was entered into prior to the damage for which a claim is made.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

A Member Contract does not include any part of any contract or agreement that indemnifies any person or organization for any claim and/or suit that is excluded by the terms of this Memorandum, or that indemnifies an architect, engineer, or surveyor arising out of preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or giving or failing to give directions or instructions, unless the architect, engineer or surveyor is an employee of the Named Member and the services are part of the Named Member's routine governmental operations. A Member Contract also does not include the indemnification of any person or organization for damages by fire, explosion, or water damages to premises rented or loaned to the Named Member.

Reliability in a Risky World