WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. $\underline{202409016}$

Originating Department:	Public Works									
Division/Program: (i.e. Dept. Division and Program)	Natural Resource/ 823004-Salmon Recovery									
Contract or Grant Administrator:	John N. Thompson, Sr. Salmon Recovery Coordinator									
Contractor's / Agency Name: Washington Department of Ecology										
Is this a New Contract? If not, is this an Amendment or Re Yes No If Amendment or Renewal, (per	newal to an Existing Contract? Yes No WCC 3.08.100 (a)) Original Contract #:									
Does contract require Council Approval? Yes ⊠ No ☐ Already approved? Council Approved Date:	If No, include WCC: (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 contrac	t number(s): CFDA#:									
Is this contract grant funded? Yes ☐ No ☑ If yes, Whatcom County gran	t 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: 823004									
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 p ☐ Contract work is for less than \$100,000. ☐ Contract work is for less than 120 days. ☐ Interlocal Agreement (between Governments).	rofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA.									
amount and any prior amendments): \$\frac{227,140.00}{\text{This Amendment Amount:}}\$ Total Amended Amount: \$\frac{1}{2} Contract capital	professional service contract amendments that have an increase greater or 10% of contract amount, whichever is greater, except when: In an option contained in a contract previously approved by the council. It is for design, construction, r-o-w acquisition, prof. services, or other costs approved by council in a capital budget appropriation ordinance. It is for supplies. Bent is included in Exhibit "B" of the Budget Ordinance of its for manufacturer's technical support and hardware maintenance of its systems and/or technical support and software maintenance from the									
develop	er of proprietary software currently used by Whatcom County.									
crew to assist Public Works with installation and maintenance of	f salmon habitat, flood, and stormwater projects, water quality									
Term of Contract: Not to Exceed	Expiration Date: September 30, 2025									
Contract Routing: 1. Prepared by: JNThompson	Date: September 3, 2024									
- 117										
Docusinents										
A state of the sta	clusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) aber(s): CFDA#: Contract Cost Center: 823004 If no, include Attachment D Contractor Declaration form. Sional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. required for; all property leases, contracts or bid awards exceeding essional service contract amendments that have an increase greater 10% of contract amount, whichever is greater, except when: coption contained in a contract previously approved by the council. or design, construction, r-o-w acquisition, prof. services, or other approved by council in a capital budget appropriation ordinance. is for supplies. included in Exhibit "B" of the Budget Ordinance or manufacturer's technical support and hardware maintenance of terms and/or technical support and software maintenance from the proprietary software currently used by Whatcom County. 40 provides a 6-member Washington Conservation Corps mon habitat, flood, and stormwater projects, water quality to September 30, 2025. Expiration Date: September 30, 2025 Date: September 3, 2024 Date: Date: Date: Date: Date: 9/27/2024									
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.										
9. Original to Council:	Date.									

WHATCOM COUNTY PUBLIC WORKS DEPARTMENT

Elizabeth Kosa Director



NATURAL RESOURCES

322 N. Commercial, 2nd Floor Bellingham, WA 98225 Telephone: (360) 778-6230 FAX: (360) 778-6231 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, Public Works Director Cak

FROM:

Gary Stoyka, Natural Resources Manager

John N. Thompson, Senior Salmon Recovery Planner

DATE:

September 12, 2024

RE:

2024-2025 Washington Conservation Corps with the Department of Ecology

Enclosed is an agreement between Washington Department of Ecology (Ecology) and the Whatcom County Flood Control Zone District (FCZD) for your review. The authorized agreement will be signed electronically through AdobeSign.

Requested Action

Public Works respectfully requests that the County Executive, and the County Council, acting as the FCZD Board of Supervisors, enter into an agreement with Ecology for a sum not to exceed \$227,140 to sponsor a Washington Conservation Corps crew for the 2024 to 2025 term.

Background and Purpose

Through this agreement with Ecology, the County will continue sponsorship of a 6-member Washington Conservation Corps (WCC) Crew for the October 1, 2024 to September 30, 2025 term. During this time, the crew will assist Public Works with the installation and maintenance of plantings in support of salmon habitat, flood and stormwater projects and county road project mitigation. They will also assist with water quality monitoring and are available for emergency response.

As in previous years, the County will partner with the Nooksack Salmon Enhancement Association (NSEA) to support the WCC Crew. However, this year the County is providing the full sponsor cost through this agreement with Ecology. Under a separate agreement between the County and NSEA, NSEA will provide a minimum of \$45,000 reimbursement to the County for crew time spent on NSEA's grant-funded projects along with providing supervisor office space, equipment storage, and the use of power tools and machinery.

Funding Amount and Source

The \$227,140.00 for this new agreement is included in the Public Works, Natural Resource Division 2024 budget and proposed 2025 Natural Resource Division budget.

Please contact Gary Stoyka at extension 6218, if you have any questions or concerns regarding the terms of this agreement.

Encl.

Last edited 06/23/2023

Whatcom County Contract No. 202409016



AGREEMENT NO WCC-24052

AGREEMENT BETWEEN

The State of Washington, Department of ECOLOGY AND

Whatcom County Flood Control Zone District (SPONSOR)

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "ECOLOGY", and hereinafter referred to as the "SPONSOR."

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Appendices "A" and "C" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/1/2024 and be completed on 9/30/2025 unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Appendix "B" attached hereto and incorporated herein.

COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed \$227,140. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

Provided by ECOLOGY	Reimbursed to ECOLOGY by Sponsor							
WCC Services @ \$1,385.00 / day	\$227,140							
164 days WCC Crew Time @ \$1,385/day								
Total SPONSOR Cost	\$227,140							
	Above cost not to be exceeded							

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. Estimated value of a WCC crew is \$302,913 annually per WCC Crew consisting of five WCC/AmeriCorps Members and one WCC Supervisor and/or \$40,896 annually per WCC Individual Placement. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

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Reasonable expenses for goods, services and travel costs incurred in the course of performing the duties herein shall be reimbursed at actual cost. Expenses include variable fees such as flat monthly milage rate for a crew vehicle, crew safety equipment, tools and maintenance supplies.

BILLING PROCEDURE

ECOLOGY shall submit invoices monthly to the SPONSOR's designated contact person listed under "Agreement Management" section. Payment to ECOLOGY for approved and completed work will be made by warrant or account transfer by SPONSOR within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

ASSURANCES

Parties to this Agreement agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

CONFORMANCE

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.

DISPUTES

If a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, if SPONSOR is a state agency, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

FUNDING AVAILABILITY

The obligation of the SPONSOR to provide reimbursements is contingent upon appropriation of funds by the SPONSOR's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the SPONSOR may terminate this Agreement.

ECOLOGY's ability to provide cost-share 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 completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and 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 restrictions.

GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This

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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.

INDEPENDENT CAPACITY

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

INDEMNIFICATION

To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, including officials, agents, and employees from and against all claims of third parties, and all associated losses arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Parties waive their immunities under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the other party and their agencies, officials, agents or employees.

ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- 1. Applicable federal and state of Washington statutes, regulations, and rules.
- 2. Mutually agreed written amendments to this Agreement
- 3. This Agreement
- 4. Statement of Work and Budget.
- 5. Any other provisions of this Agreement, including materials incorporated by reference.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. 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, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement 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.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties subject to state public disclosure laws.

RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

RIGHTS IN DATA

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be jointly owned by ECOLOGY and SPONSOR. Data shall include, but not be limited to, 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.

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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.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days prior written notification to the other party. 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.

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.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. 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.

AGREEMENT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for ECOLOGY is: The Contract Manager for SPONSOR is: Josiah Downey John Thompson PO Box 47600 322 N. Commercial Street, 2nd Floor Olympia, WA 98504 Bellingham WA 98225-4042 (360) 480-2603 (360) 778-6295 Josiah.downey@ecy.wa.gov jnthomps@co.whatcom.wa.us

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington		SPONSOR	
Department of ECOLOGY		Whatcom County Flood	Control Zone District
Signed by:	9/27/2024	(See attached Whatcom	County FCZD Signature Page)
Signature	Date	Signature	Date
Heather Bartlett, Ecology Depu	ty Director	Printed Name, Title	

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:

Recommended for Approval:

Docusigned by:

Laura Fralich

9/27/2024

Elizabeth Kosa, Public Works Director

Date

Approved as to form:

Christopher Quinn/emailed

9/9/24

Christopher Quinn

Date

Chief Civil Deputy Prosecuting Attorney

Approved:

Accepted for Whatcom County Flood Control Zone District:

By: Satpal Sidler

10/4/2024

Satpal Singh Sidhu, Whatcom County Executive

STATEMENT OF WORK Appendix A

Work summary:

Under direction of SPONSOR, crew(s) will perform restoration activities. Specific tasks could include invasive control, native species installation, plant nursery care, scientific monitoring, and fence installation or repair.

Special terms and conditions:

- 1. WCC resources (members, supervisors, tools and trucks) will not be utilized to clean public restrooms, monitor, survey, or clear active or abandoned encampments, and/or to clean up hazardous materials including hypodermic needles. If a significant amount of hazardous or unidentifiable material is discovered on a project site, activity will cease until SPONSOR mitigates potential hazards or finds an alternate project site. If active or abandoned encampments prevent WCC activities from taking place at a project site, WCC supervisors and members may contact their partner organization and work with their coordinator on alternative activities. While WCC can share active or abandoned encampment information with project partners when relevant to service activities, WCC personnel will not monitor, survey, or report on encampments directly to regulatory agencies or anyone other than a partner organization.
- 2. WCC vehicle is not to be used for heavy hauling; the primary use is for transportation of crew, tools, and safety equipment. In the event that WCC vehicles are requested to tow SPONSOR-provided equipment (including rentals), it will only be on a limited basis and SPONSOR is solely responsible for accidental damages, unless damages are caused by WCC negligence.
- 3. WCC is not responsible for normal wear and tear when project requires the use of SPONSOR-provided tools, equipment, or safety gear.
- 4. The assignment of members shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce working hours of any employee for the purpose of using a member with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use members to carry out essential agency work or contractual functions without displacing current employees.
- 5. All state holidays and shutdown weeks are non-working days for members. Shutdown weeks are to be used by WCC staff/supervisors for planning purposes. The WCC standard 40-hour schedule is Monday through Thursday from 7:00am to 5:30pm. An alternate schedule may be arranged with prior approval from the WCC.
- 6. WCC's cost-share rate is calculated using the full costs of supporting WCC crews and IPs, including time spent training, required community service events, shutdowns, etc. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.
- 7. If inclement weather makes a project site inaccessible, then the sponsor should reassign the WCC crew or IP to alternative projects in an accessible location.

In inclement weather, WCC crews follow the weather-related guidance (e.g. shut-down, delayed start, early end, etc.) from the regional Ecology office closest to the crew lock-up or IP service location. If the member's assigned location is more than one hour from an Ecology regional office, then WCC follows weather-related guidance of federal, state and local governments. Only WCC can instruct a crew or IP to shut-down due to weather. Sponsors are not charged for WCC-initiated, weather related shut-downs or delays.

If a shut-down is requested by the SPONSOR for any reason, then the sponsor is responsible for crew costs.

Appendix A, Page 1 of 3

ECOLOGY shall:

- 1. Provide WCC members for the number of weeks specified in this agreement. Full-term crews and Individual Placements are available to SPONSOR for a maximum of 164 days (approximately 41 weeks) during the Federal AmeriCorps program service year (October-September).
- 2. Enroll members to begin service no sooner than October 2, 2024 and no later than October 16, 2024 to attain a full AmeriCorps scholarship. Member vacancies may be filled with a 1200 hour, three-quarter-term AmeriCorps Education Award beginning January 16, 2025. Any further member enrollment for the remainder of the program year is at the discretion of ECOLOGY and based on availability.
- 3. In the event of a disaster response deployment, ECOLOGY will make every effort to fulfill SPONSOR needs, including sending additional members, whenever possible. Unless disaster response activities are requested by the sponsor, sponsors are not charged for WCC's emergency and disaster responses.
- 4. Provide training and development specified in Appendix B: eight days of formal WCC training, a two to four day Orientation Training, one day dedicated to MLK Community Service, one day of training in noxious weed control, and one day for a debrief meeting near the conclusion of the term. Beyond dates included in Appendix B, Ecology will schedule up to six additional days of Supervisor training or meetings during the term. WCC members and supervisors are logging hours on the dates identified for WCC-sanctioned events, but are unavailable to SPONSOR. ECOLOGY will provide a four day Assistant Supervisor training to the designated Assistant Supervisor.
- 5. Each full-term crew or IP may spend up to two weeks (eight days) with an alternative sponsor during the crew year. These dates will be determined in coordination with their full-term Sponsor.
- 6. For crews, ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools. Rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies lasting 20 days or more.

SPONSOR shall:

- 1. Guide completion of appropriate projects for number of weeks specified in this agreement by providing logistical, technical and safety-related support necessary for project completion. Provide site orientation for WCC members, site-specific training, and materials beyond basic hand tools to complete tasks. Obtain and ensure adherence to applicable permits as set by local, state, tribal or federal laws and regulations.
- 2. Help promote the AmeriCorps and WCC brands, logo, slogans and phrases. WCC will provide camera-ready logo. AmeriCorps is a registered service mark of the Corporation for National and Community Service.
- 3. For a SPONSOR hosting Individual Placement positions, SPONSOR agrees to provide computer access, email, transportation to and from WCC events (or private mileage reimbursement), and day-to-day direction of activities.
- 4. For a SPONSOR hosting full-term WCC Crew(s), SPONSOR shall provide a secure site to store tools and park crew vehicles that allows access to potable water and restrooms as well as desk and internet access for the crew supervisor. In the event of theft, vandalism, or loss due to negligence of the SPONSOR, the SPONSOR shall provide reimbursement (75 percent sponsor share) of expenditures and deductibles.
- 5. For a SPONSOR that assigns WCC crew(s) or WCC Individual Placement members to serve with other organizations, SPONSOR shall inform the other organizations of WCC policies, procedures and contract terms.

Appendix A, Page 2 of 3 WCC-24052

AmeriCorps Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- A. Attempting to influence legislation;
- B. Organizing or engaging in protests, petitions, boycotts, or strikes;
- C. Assisting, promoting, or deterring union organizing;
- D. Impairing existing contracts for services or collective bargaining agreements;
- E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- H. Providing a direct benefit to—
 - I. A business organized for profit;
 - II. A labor union;
 - III. A partisan political organization;
 - IV. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - V. An organization engaged in the religious activities described in paragraph 3.g. above, unless AmeriCorps assistance is not used to support those religious activities;
- I. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- J. Providing abortion services or referrals for receipt of such services; and
- K. Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives.
- L. Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities
- M. Such other activities as AmeriCorps may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so

Appendix B																						
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APPENDIX C

Whatcom County Flood Control Zone District PROPOSED PROJECT TYPES AND GEOGRAPHIC FOCUS AREAS

Water Quality & Habitat Monitoring

- Birch Bay Watershed
- Drayton Harbor Watershed
- Portage Bay Shellfish District
- Chuckanut Bay
- Canyon Creek and Kenney Creek, North Fork Nooksack River

Install and Maintain Salmon Recovery and Stormwater Projects

- Birch Bay
- Canyon Creek, North Fork Nooksack River
- Drayton Harbor
- Friday Creek Flow Management
- High Creek
- Lake Whatcom
- Mainstem tributaries
- North Fork tributaries
- South Fork & tributaries
- E. Hemmi Road mitigation site
- Neighborhood Native Landscaping Program sites

Support Noxious Weed Program – Map and Manage Riparian Invasive Species

- · North, Middle and South Forks
- Lake Whatcom
- Other areas to be determined in consultation with Noxious Weed Coordinator
- Assist WDFW and other agencies with European green crab monitoring