

**WHATCOM COUNTY**  
**CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202406037

|                                                                                                                                                                                                                                         |                                                                  |                                                                                                                                                                                                                                                                       |                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Originating Department:                                                                                                                                                                                                                 |                                                                  | 85 Health and Community Services                                                                                                                                                                                                                                      |                             |
| Division/Program: (i.e. Dept. Division and Program)                                                                                                                                                                                     |                                                                  | 8540 Environmental Health / 854080 Solid Waste Infrastructure                                                                                                                                                                                                         |                             |
| Contract or Grant Administrator:                                                                                                                                                                                                        |                                                                  | Jennifer Hayden                                                                                                                                                                                                                                                       |                             |
| Contractor's / Agency Name:                                                                                                                                                                                                             |                                                                  | Sustainable Connections                                                                                                                                                                                                                                               |                             |
| Is this a New Contract?                                                                                                                                                                                                                 | If not, is this an Amendment or Renewal to an Existing Contract? | Yes <input type="checkbox"/>                                                                                                                                                                                                                                          | No <input type="checkbox"/> |
| Yes <input checked="" type="checkbox"/>                                                                                                                                                                                                 | No <input type="checkbox"/>                                      | If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:                                                                                                                                                                                                  |                             |
| Does contract require Council Approval?                                                                                                                                                                                                 |                                                                  | Yes <input checked="" type="checkbox"/>                                                                                                                                                                                                                               | No <input type="checkbox"/> |
| 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?                                                                                                                                                                                                              | If yes, grantor agency contract number(s):                       |                                                                                                                                                                                                                                                                       | ALN#                        |
| Yes <input type="checkbox"/>                                                                                                                                                                                                            | No <input checked="" type="checkbox"/>                           |                                                                                                                                                                                                                                                                       |                             |
| Is this contract grant funded?                                                                                                                                                                                                          | If yes, Whatcom County grant contract number(s):                 |                                                                                                                                                                                                                                                                       |                             |
| Yes <input type="checkbox"/>                                                                                                                                                                                                            | No <input checked="" type="checkbox"/>                           |                                                                                                                                                                                                                                                                       |                             |
| Is this contract the result of a RFP or Bid process?                                                                                                                                                                                    | Contract Cost Center:                                            |                                                                                                                                                                                                                                                                       |                             |
| Yes <input checked="" type="checkbox"/>                                                                                                                                                                                                 | No <input type="checkbox"/>                                      | 24-18                                                                                                                                                                                                                                                                 | 140203                      |
| Is this agreement excluded from E-Verify?                                                                                                                                                                                               | No <input type="checkbox"/>                                      | Yes <input checked="" type="checkbox"/>                                                                                                                                                                                                                               |                             |
| If YES, indicate exclusion(s) below:                                                                                                                                                                                                    |                                                                  |                                                                                                                                                                                                                                                                       |                             |
| <input type="checkbox"/> Professional services agreement for certified/licensed professional.                                                                                                                                           |                                                                  | <input type="checkbox"/> Goods and services provided due to an emergency.                                                                                                                                                                                             |                             |
| <input checked="" type="checkbox"/> Contract work is for less than \$100,000.                                                                                                                                                           |                                                                  | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).                                                                                                                                                                                          |                             |
| <input type="checkbox"/> Contract work is for less than 120 days.                                                                                                                                                                       |                                                                  | <input type="checkbox"/> Work related subcontract less than \$25,000.                                                                                                                                                                                                 |                             |
| <input type="checkbox"/> Interlocal Agreement (between Governments).                                                                                                                                                                    |                                                                  | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.                                                                                                                                                                                           |                             |
| Contract Amount:(sum of original contract amount and any prior amendments):                                                                                                                                                             |                                                                  | Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> |                             |
| \$                                                                                                                                                                                                                                      | 95,000                                                           | 1. Exercising an option contained in a contract previously approved by the council.                                                                                                                                                                                   |                             |
| This Amendment Amount:                                                                                                                                                                                                                  |                                                                  | 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.                                                                                                                                                                                                                                      |                             |
| Total Amended Amount:                                                                                                                                                                                                                   |                                                                  | 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.                                     |                             |
| Summary of Scope: This contract supports commercial waste reduction and recycling technical assistance and education to Whatcom County businesses in targeted commercial sectors in order to increase countywide waste reduction rates. |                                                                  |                                                                                                                                                                                                                                                                       |                             |
| Term of Contract:                                                                                                                                                                                                                       | 1 Year                                                           | Expiration Date:                                                                                                                                                                                                                                                      | 06/30/2025                  |
| Contract Routing:                                                                                                                                                                                                                       | 1. Prepared by:                                                  | JT                                                                                                                                                                                                                                                                    | Date: 04/11/2024            |
|                                                                                                                                                                                                                                         | 2. Health Budget Approval                                        | JS                                                                                                                                                                                                                                                                    | Date: 05/08/2024            |
|                                                                                                                                                                                                                                         | 3. Attorney signoff:                                             | Christopher Quinn                                                                                                                                                                                                                                                     | Date: 05/23/2024            |
|                                                                                                                                                                                                                                         | 4. AS Finance reviewed:                                          | A Martin                                                                                                                                                                                                                                                              | Date: 5/21/24               |
|                                                                                                                                                                                                                                         | 5. IT reviewed (if IT related):                                  |                                                                                                                                                                                                                                                                       | Date:                       |
|                                                                                                                                                                                                                                         | 6. Contractor signed:                                            |                                                                                                                                                                                    | Date:                       |
|                                                                                                                                                                                                                                         | 7. Executive Contract Review:                                    | BSR                                                                                                                                                                                                                                                                   | Date: 6/28/2024             |
|                                                                                                                                                                                                                                         | 8. Council approved (if necessary):                              | AB2024-375                                                                                                                                                                                                                                                            | Date: 06/18/2024            |
|                                                                                                                                                                                                                                         | 9. Executive signed:                                             |                                                                                                                                                                                                                                                                       | Date: 6/28/2024             |
|                                                                                                                                                                                                                                         | 10. Original to Council:                                         |                                                                                                                                                                                                                                                                       | Date:                       |



# Memorandum

**TO:** Satpal Sidhu, County Executive

**FROM:** Erika Lautenbach, Director

**RE:** Sustainable Connections – Commercial Waste Reduction & Recycling Education and Technical Assistance Programs Contract

**DATE:** JUNE 24, 2024

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Attached is a contract between Whatcom County and Sustainable Connections for your review and signature.

- **Background and Purpose**

This contract supports commercial waste reduction and recycling technical assistance and education to Whatcom County businesses in targeted commercial sectors in order to increase countywide waste reduction rates. Consistent with recommendations in the Whatcom County Comprehensive Solid and Hazardous Waste Management Plan (CSHWMP), Whatcom County Health and Community Services intends to increase countywide solid waste reduction rates by providing commercial waste audits and detailed technical waste assessments, action plans and performance evaluations for companies operating in targeted commercial industries. In alignment with Ecology's statewide *Beyond Waste* initiatives, these services will be implemented in targeted commercial sectors to increase awareness, knowledge, access, and participation in waste reduction, prevention and recycling.

This contract is awarded from RFP 24-18. Sustainable Connections was selected over other respondents because of their thoroughness in providing a detailed program proposal, which included a significant amount of food waste diversion and description of the success of their program.

- **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$95,000, is provided by the Solid Waste Fund. These funds are included in the 2024 budget and Council authorization is required as funding for this contract exceeds \$40,000, per WCC 3.08.100.

- **Differences from Previous Contracts**

This is a new contract, however, funding for these services has been provided through previous contracts since 2016. This contract includes no significant revisions from the contract ending on 06/30/2024 (WC Contract #201605003).

Please contact Jennifer Hayden, Environmental Health Supervisor at 360-778-6036 ([JHayden@co.whatcom.wa.us](mailto:JHayden@co.whatcom.wa.us)) if you have any questions.

Encl.



Whatcom County Contract Number:

202406037

**CONTRACT FOR SERVICES**  
**Between Whatcom County and Sustainable Connections**

Sustainable Connections, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 13,  
Exhibit A (Scope of Work), pp. 14 to 16,  
Exhibit B (Compensation), pp. 17 to 19,  
Exhibit C (Certificate of Insurance).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1<sup>st</sup> day of July, 2024, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30<sup>th</sup> day of June, 2025.

The general purpose or objective of this Agreement is to provide commercial waste reduction and recycling technical assistance and education to Whatcom County businesses in targeted commercial sectors as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term authorized herein (if applicable) shall not exceed \$95,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on: 6/28/2024

**CONTRACTOR:**

**Sustainable Connections**

1701 Ellis Street, Suite 221  
Bellingham, WA 98225

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

DocuSigned by:  
  
C8702604097C4C5...

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Derek Long, Executive Director

6/28/2024

Date

**WHATCOM COUNTY:**

**Recommended for Approval:**

DocuSigned by:  
 6/24/2024  
051358A396BB46E...

Sue Sullivan, Environmental Health Manager Date

DocuSigned by:  
 6/25/2024  
955C651A30374BD...

Erika Lautenbach, Health and Community Services Director Date

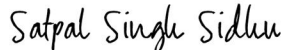
**Approved as to form:**

DocuSigned by:  
 6/25/2024  
EC466EF5C88B4FD...

Christopher Quinn, Chief Civil Deputy Prosecutor Date

**Approved:**

Accepted for Whatcom County:

DocuSigned by:  
 6/28/2024  
1192C7C18B664E3...

By: Satpal Singh Sidhu, Whatcom County Executive Date

**CONTRACTOR INFORMATION:**

**Sustainable Connections**

Derek Long, Executive Director

1701 Ellis Street, Suite 221

Bellingham, WA 98225

360-647-7093

[derek@ sustainableconnections.org](mailto:derek@ sustainableconnections.org)



## GENERAL CONDITIONS

### ***Series 00-09: Provisions Related to Scope and Nature of Services***

#### 0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

### ***Series 10-19: Provisions Related to Term and Termination***

#### 10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

#### 10.2 Extension:

The duration, consideration and other terms and conditions of this Agreement may be extended after the initial term of this Agreement by mutual written consent of the parties.

Extensions may be for a period of up to one year per extension, and for a cumulative total of no longer than four years including the original term.

#### 11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

#### 11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

#### 11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

### ***Series 20-29: Provisions Related to Consideration and Payments***

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

**Series 30-39: Provisions Related to Administration of Agreement**30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that

disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

**1. Commercial General Liability**

Property Damage

\$500,000.00, per occurrence



|                                   |                                |
|-----------------------------------|--------------------------------|
| General Liability & bodily injury | \$1,000,000.00, per occurrence |
| Annual Aggregate                  | \$2,000,000.00                 |

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

## **2. Business Automobile Liability**

|                |                           |
|----------------|---------------------------|
| \$1,000,000.00 | Minimum, per occurrence   |
| \$2,000,000.00 | Minimum, Annual Aggregate |

Contractor 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 \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

## **3. Additional Insurance Requirements and Provisions**

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non- contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
  - h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
  - i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
  - j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
  - k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
  - l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
  - m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
  - n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.
- 34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole

or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

#### 35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Jennifer Hayden, Environmental Health Supervisor  
Whatcom County Health and Community Services

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Whatcom County Health and Community Services  
Jennifer Hayden, Environmental Health Supervisor – [Jhayden@co.whatcom.wa.us](mailto:Jhayden@co.whatcom.wa.us)  
509 Girard Street  
Bellingham, WA 98225

Sustainable Connections  
Derek Long, Executive Director – [derek@sustainableconnections.org](mailto:derek@sustainableconnections.org)  
1701 Ellis Street, Suite 221  
Bellingham, WA 98225



Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Contractor's Status under State Law:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: [www.uscis.gov](http://www.uscis.gov)

***Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes***

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of

the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

*Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.*

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

**EXHIBIT "A"**  
(SCOPE OF WORK)

**I. Background and Purpose**

This contract supports commercial waste reduction and recycling technical assistance and education to Whatcom County businesses in targeted commercial sectors in order to increase countywide waste reduction rates. Consistent with recommendations in the Whatcom County Comprehensive Solid and Hazardous Waste Management Plan (CSHWMP), Whatcom County Health and Community Services (WCHCS) intends to increase countywide solid waste reduction rates by providing commercial waste audits and detailed technical waste assessments, action plans and performance evaluations for companies operating in targeted commercial industries. In alignment with Ecology's statewide *Beyond Waste* initiatives, these services will be implemented in targeted commercial sectors to increase awareness, knowledge, access, and participation in waste reduction, prevention and recycling.

In support of the successful outcome of limiting per capita waste generation to less than one percent annually and reducing food waste by 50%, the primary goals of these programs are to:

- a. Reduce the size and toxicity of the commercial waste stream.
- b. Reuse commercially generated wastes wherever practicable.
- c. Recycle wastes to the maximum extent possible.
- d. After reduction, reuse or recycling, encourage proper disposal of the remainder of the waste stream.

**II. Statement of Work**

**Commercial Waste Reduction & Recycling Program**

The Contractor will conduct commercial waste assessments to provide waste reduction and recycling technical assistance services to Whatcom County businesses and provide support services for existing [Toward Zero Waste](#) (TZW) businesses in all sectors, with emphasis in the food service, construction and demolition, and hospitality and events sectors. The Contractor will:

- A. Provide commercial waste reduction technical assistance and education to over 80 businesses, targeting food service, construction and demolition, and event sectors. Activities include:
  1. Conducting at least ten business waste assessments. Recruit businesses, provide waste assessments, create custom action plans, support action plan implementation including referring business to hauler, recycler, composter, or other waste reduction services, as needed.
  2. Providing consultation to at least four events with attendance of at least 75 people, to encourage waste reduction best practices, including elimination of single-use plastics, diversion of organic and recyclables, and attendee sorting education.
  3. Providing waste reduction outreach and education in English and Spanish to at least 50 businesses in the food service or construction industries.
  4. Collaborating with local organizations and agencies, such as RE Sources, WSU Extension and WCHCS to increase efficiency and impact and reduce redundancy in waste reduction efforts.
  5. Promoting [WasteWise](#) in monthly newsletter, monthly social media post, and printed outreach materials, as appropriate. Feature Waste Wise on Toward Zero Waste website.
- B. Prepare and utilize promotional and educational materials to increase participation in recycling, composting and waste prevention and recovery programs, to be used when providing technical assistance. Activities include:
  1. Maintaining up to date waste sorting signage to keep current with changes in waste management requirements.



2. Promoting updated [Contractor Toolkit](#) to at least ten construction industry businesses and at least one green building event.
  3. Translating and providing materials in languages other than English, when appropriate.
- C. Develop and implement branding of waste reduction and recycling business practices to promote and increase diversion activities and awareness. Activities include:
1. Providing businesses with TZW decals, posters, and other materials to promote activities.
  2. Promoting and sharing participant's successes in implementing waste reduction practices on Sustainable Connections' social media networks and newsletters.
  3. Sharing branded materials with partners to promote county-wide TZW branding across workplaces, schools and residences.
  4. Promoting the TZW brand in a minimum of ten monthly newsletters and two monthly social media posts.
- D. Provide follow-up evaluation and measurement of efficacy of waste reduction and recycling technical assistance efforts at companies served. Activities include:
1. Following up with participating businesses to assess the impact of implemented waste reduction practices using online survey, phone or site visits.
  2. Surveying businesses to collect data on waste reduction practices implemented, increases in employee awareness, and barriers to further improvement.

### **Food Recovery Program**

The Contractor will divert surplus food from landfill by collecting edible food from food producers, colleges, restaurants, caterers, and public schools for redistribution to community members experiencing hunger insecurity. Efforts will be made to divert foods not fit for human consumption to animal feed. The Contractor will:

- A. Divert a minimum of 240,000 pounds of food annually from landfills and distribute to community members experiencing hunger insecurity. The amount of food diverted annually is supported by several other agencies. Activities include:
1. Recruiting and training a minimum of ten new businesses annually on how to safely donate food.
  2. Recruiting and training a minimum of ten new volunteers annually on how to safely transport and deliver food.
  3. Recruiting and training a minimum of one new recipient agency annually on how to safely store and utilize foods.
  4. Managing RE Store Freeedge (free community refrigerator) by ensuring the Freeedge meets permitting requirements, is regularly stocked with recovered foods, and that volunteers are trained on Freeedge maintenance.
  5. Implementing a new Freeedge in Whatcom County to increase access to recovered foods. Coordinate stakeholders, facilitate permitting process, recruit donor businesses, and train volunteers and host agency.
  6. Creating Freeedge implementation manual to make program easily replicable.
- B. Divert a minimum of 5,000 pounds of non-edible/non-human grade food to animal feed. Activities include:
1. Routing at least 5,000 pounds of recovered non-edible/non-human grade food to local farms.
  2. Recruiting at least one additional farm to participate in the Food Recovery Program.

- C. Promote food waste reduction county-wide across workplaces, schools and residences, using digital marketing and in-person engagement strategies. Activities include:
  - 1. Promoting Food Recovery Program and [Squatch Food Waste](#) brands in a minimum of ten monthly newsletters and twelve social media posts.
  - 2. Conducting at least six instances of food waste education, including presentations, workshops and tabling.
  - 3. Participating in Food Waste Prevention Week by collaborating with partner agencies to implement a local campaign.
- D. Promote donor businesses and highlight successes in food waste reduction county-wide through events, workshops, and social media. Activities include:
  - 1. Promoting participating businesses in monthly newsletters, on social media channels and at events.
  - 2. Sharing participants' successes with others interested in implementing TZW practices at waste assessment and events.
- E. Collect and record data, pounds of surplus food collected, number of meals provided, and number of participating donor businesses and recipient agencies. Activities include:
  - 1. Delivering quarterly summaries of pounds of food recovered from donor businesses, meals provided and recipient agencies using existing Food Recovery Program data collection systems.
  - 2. Surveying donor businesses, volunteers and recipient agencies annually to inform program improvements.

### III. **Volunteer Appreciation Incentive Guidelines**

The Contractor may use the funding in this contract to purchase gift cards to serve as volunteer appreciation incentives, as follows:

- a. Eligible volunteers are those assisting with the Food Recovery and Freedge Programs, as described above.
- b. Fifty, \$10 gift cards will be provided to eligible volunteers (limit one card per volunteer annually).
- c. Alcohol and tobacco products are not eligible for reimbursement.
- d. Total expense on incentives will not exceed \$500.
- e. The Contractor will provide a distribution log documenting:
  - 1. Recipient name
  - 2. Date of receipt
  - 3. Recipient signature or email confirmation to indicate that card was received
  - 4. Distribution amount

### IV. **Reporting Requirements**

The Contractor shall report to the County on program activities on a quarterly basis during the contract period. Reports should include a list of businesses recruited and supported, the sector (construction, food, hospitality/events, other), and qualification of their baseline and waste reduction goals and achievements. Contractor will describe the additional activities completed and provide a copy of the toolkit. Reports are due on April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, and January 15<sup>th</sup>.

**EXHIBIT "B"**  
(COMPENSATION)

- I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$95,000, is provided by the Solid Waste Fund. The budget for this contract is as follows:

| Commercial Waste Reduction and Recycling Program:                                    |                                     |          |
|--------------------------------------------------------------------------------------|-------------------------------------|----------|
| Cost Description                                                                     | Documents Required Each Invoice     | Budget   |
| Personnel – salaries & benefits                                                      | Detailed general ledger report      | \$57,391 |
| Mileage                                                                              | See Exhibit B.1(6.c)                | \$300    |
| Supplies – including bins, plaques, signage for Whatcom County businesses and events | Copies of paid invoices or receipts | \$700    |
| Printing – signs, fliers, information sheets                                         |                                     | \$700    |
| SUBTOTAL                                                                             |                                     | \$59,091 |
| Indirect @ 10%                                                                       |                                     | \$5,909  |
| TOTAL                                                                                |                                     | \$65,000 |

| <b>Food Recovery Initiative Program:</b>                                                                                          |                                                                                                                                                                                                                                 |                 |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>Cost Description</b>                                                                                                           | <b>Documents Required Each Invoice</b>                                                                                                                                                                                          | <b>Budget</b>   |
| Personnel – salaries & benefits                                                                                                   | Detailed general ledger report;                                                                                                                                                                                                 | \$19,533        |
| Americorp Placement                                                                                                               | Paid invoices, as applicable                                                                                                                                                                                                    | \$5,240         |
| Mileage                                                                                                                           | See Exhibit B.1(6.c)                                                                                                                                                                                                            | \$800           |
| Supplies – including bins, plaques, signage for Whatcom County businesses and events (excludes volunteer appreciation incentives) | Copies of paid invoices or receipts                                                                                                                                                                                             | \$700           |
| Printing – signs, fliers, information sheets                                                                                      |                                                                                                                                                                                                                                 | \$500           |
| Volunteer Appreciation Incentives                                                                                                 | Distribution log documenting: <ul style="list-style-type: none"> <li>• Recipient name</li> <li>• Date of receipt</li> <li>• Signature or email confirmation upon receipt by recipient</li> <li>• Distribution amount</li> </ul> | \$500           |
| <b>SUBTOTAL</b>                                                                                                                   |                                                                                                                                                                                                                                 | \$27,273        |
| Indirect @ 10%                                                                                                                    |                                                                                                                                                                                                                                 | \$2,727         |
| <b>TOTAL</b>                                                                                                                      |                                                                                                                                                                                                                                 | <b>\$30,000</b> |

| <b>Contractor's Invoicing Contact Information:</b> |                                   |
|----------------------------------------------------|-----------------------------------|
| <b>Name</b>                                        | Derek Long                        |
| <b>Phone</b>                                       | 3606477093                        |
| <b>Email</b>                                       | derek1@sustainableconnections.org |

**Refer to Exhibits B.1 and B.2 for invoicing requirements and information.**



## EXHIBIT “B.1” – Invoicing – General Requirements

1. When applicable, the contractor may transfer funds among budget line items in an amount not to exceed 10% of the total budget. Line item changes that exceed 10% must be pre-approved by the County Contract Administrator, prior to invoicing.
2. When applicable, indirect costs and fringe benefit cost rates may not exceed the amount indicated in Exhibit B or the Contractor's federally approved indirect cost rate.
3. The Contractor shall submit invoices indicating the County-assigned contract number to:  
[HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us) and [JHayden@co.whatcom.wa.us](mailto:JHayden@co.whatcom.wa.us)
4. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County and by the 15<sup>th</sup> of the month, following the month of service, except for January and July where the same is due by the 10<sup>th</sup> of the month.
5. When applicable, the Contractor will utilize grant funding sources in the order of their expiration date as indicated by the County, prior to spending local funding sources, when no funding restrictions prevent doing so.
6. The contractor shall submit the required invoice documentation identified in Exhibit B.
  - a. The County reserves the right to request additional documentation in order to determine eligible costs. Additional documentation must be received within 10 business days of the County's request.
  - b. When applicable, if GL reports for personnel reimbursement do not specify position titles, additional documentation must be provided that includes staff name and position title.
  - c. When applicable, mileage will be reimbursed at the current GSA rate ([www.gsa.gov](http://www.gsa.gov)). Reimbursement requests for mileage must include:
    1. Name of staff member
    2. Date of travel
    3. Starting address (including zip code) and ending address (including zip code)
    4. Number of miles traveled
  - d. When applicable, travel and/or training expenses will be reimbursed as follows:
    1. Lodging and meal costs for training are not to exceed the current GSA rate ([www.gsa.gov](http://www.gsa.gov)), specific to location.
    2. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts.
    3. Reimbursement requests for allowable travel and/or training must include:
      - a. Name of staff member
      - b. Dates of travel
      - c. Starting point and destination
      - d. Brief description of purpose
      - e. Receipts for registration fees or other documentation of professional training expenses.
      - f. Receipts for meals are not required.
7. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor.
8. The County may withhold payment of an invoice if the Contractor submits it or the required invoice documentation, more than 30 days after the month of services performed and/or the expiration of this contract.
9. Invoices must include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
10. Duplication of billed costs or payments for service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.



**EXHIBIT "B.2" – Invoice Preparation Checklist For Vendors**

The County intends to pay you promptly. Below is a checklist to ensure your payment will be processed quickly. Provide this to the best person in your company for ensuring invoice quality control.

☐ Send the invoices to the correct address:

[HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us) and [JHayden@co.whatcom.wa.us](mailto:JHayden@co.whatcom.wa.us)

☐ Submit invoices monthly, or as otherwise indicated in your contract.

Verify that:

- ☐ the time period for services performed is clearly stated and within the contract term beginning and end dates. Also verify any other dates identified in the contract, such as annual funding allocations;
- ☐ invoice items have not been previously billed or paid, given the time period for which services were performed;
- ☐ enough money remains on the contract and any amendments to pay the invoice;
- ☐ the invoice is organized by task and budget line item as shown in Exhibit B;
- ☐ the Overhead or Indirect Rate costs match the most current approved rate sheet;
- ☐ the direct charges on the invoice are allowable by contract. Eliminate unallowable costs.
- ☐ personnel named are explicitly allowed for within the contract and the Labor Rates match the most current approved rate sheet;
- ☐ back-up documentation matches what is required as stated in Exhibit B and B.1;
- ☐ contract number is referenced on the invoice;
- ☐ any pre-authorizations or relevant communication with the County Contract Administrator is included; and
- ☐ Check the math.

Whatcom County will not reimburse for:

- Alcohol or tobacco products;
- Traveling Business or First Class; or
- Indirect expenses exceeding 10% except as approved in an indirect or overhead rate agreement.

**EXHIBIT "C"**  
(CERTIFICATE OF INSURANCE)

Issue Date 5/23/2024

Cert #:0000035234

NON PROFIT INSURANCE PROGRAM  
CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE COVERAGE AGREEMENT MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENT, CERTAIN COVERAGE MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

| PROGRAM ADMINISTRATOR                                                         | COMPANIES AFFORDING COVERAGE                                            |
|-------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| Clear Risk Solutions<br>451 Diamond Drive<br>Ephrata, WA 98823                | <b>GENERAL LIABILITY</b><br>NPIP / Munich Re. et al.                    |
| COVERED PARTY                                                                 | <b>AUTOMOBILE LIABILITY</b><br>NPIP / Munich Re. et al.                 |
| Sustainable Connections<br><br>1701 Ellis Street #221<br>Bellingham, WA 98225 | <b>PROPERTY</b><br>NPIP / Munich Re. et al.                             |
|                                                                               | <b>MISCELLANEOUS PROFESSIONAL LIABILITY</b><br>NPIP / Munich Re. et al. |

COVERAGES

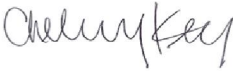
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE AGREEMENT. LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| LINE OF COVERAGE                                                     | COVERAGE NUMBER | EFF DATE | EXP DATE | DESCRIPTION                   | LIMITS        |
|----------------------------------------------------------------------|-----------------|----------|----------|-------------------------------|---------------|
| <b>GENERAL LIABILITY</b>                                             |                 |          |          |                               |               |
| COMMERCIAL GENERAL LIABILITY                                         | NPIP242546348   | 6/1/2024 | 6/1/2025 | PER OCCURRENCE                | \$5,000,000   |
| OCCURRENCE FORM                                                      |                 |          |          | PER MEMBER AGGREGATE          | \$10,000,000  |
| INCLUDES STOP GAP – EMPLOYERS LIABILITY                              |                 |          |          | PRODUCT-COMP/OP               | \$5,000,000   |
|                                                                      |                 |          |          | PERSONAL & ADV. INJURY        | \$5,000,000   |
| (LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS) |                 |          |          | ANNUAL POOL AGGREGATE         | \$50,000,000  |
| <b>AUTOMOBILE LIABILITY</b>                                          |                 |          |          |                               |               |
| ANY AUTO                                                             | NPIP242546348   | 6/1/2024 | 6/1/2025 | COMBINED SINGLE LIMIT         | \$5,000,000   |
| (LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS) |                 |          |          | ANNUAL POOL AGGREGATE         | NONE          |
| <b>PROPERTY</b>                                                      |                 |          |          |                               |               |
|                                                                      | NPIP242546348   | 6/1/2024 | 6/1/2025 | ALL RISK PER OCC EXCL EQ & FL | \$100,000,000 |
|                                                                      |                 |          |          | EARTHQUAKE PER OCC            | \$1,000,000   |
|                                                                      |                 |          |          | FLOOD PER OCC                 | Excluded      |
| (PROPERTY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)  |                 |          |          | ANNUAL POOL AGGREGATE         | NONE          |
| <b>MISCELLANEOUS PROFESSIONAL LIABILITY</b>                          |                 |          |          |                               |               |
|                                                                      | NPIP242546348   | 6/1/2024 | 6/1/2025 | PER CLAIM                     | \$5,000,000   |
| (LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS) |                 |          |          | ANNUAL POOL AGGREGATE         | \$40,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding contracted services for Commercial Waste Reduction, Recycling, and Food Waste Recovery Program. Whatcom County is named as Additional Covered Party regarding these services only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached. The NPIP Coverage Agreement is primary and non-contributory. Waiver of Transfer of Rights is attached.

**CANCELLATION NOTICE:** SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.

| CERTIFICATE HOLDER                                      | AUTHORIZED REPRESENTATIVE                                                             |
|---------------------------------------------------------|---------------------------------------------------------------------------------------|
| Whatcom County<br>509 Girard St<br>Bellingham, WA 98225 |  |

Coverage Number: NPIP242546348  
Cert #:0000035234

Effective Date: 6/1/2024  
Issue Date 5/23/2024

**ADDITIONAL COVERED PARTY – DESIGNATED PERSON OR ORGANIZATION  
(GENERAL LIABILITY)**

**THIS ENDORSEMENT CHANGES THE COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY**

**This endorsement modifies Coverage provided under the following:**

**GENERAL LIABILITY COVERAGE PART**

This endorsement changes the Coverage Agreement effective on the inception date of the Coverage Agreement unless another date is indicated above. Providing the certificate of coverage that this endorsement is attached to has been issued by and is on file with the Company, the following applies.

**SCHEDULE**

**Person or Organization (Additional Covered Party):**

Whatcom County  
509 Girard St  
Bellingham, WA 98225

**Description of Activities / Operations / Designated Premises:**

Regarding contracted services for Commercial Waste Reduction, Recycling, and Food Waste Recovery Program. Whatcom County is named as Additional Covered Party regarding these services only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached. The NPIP Coverage Agreement is primary and non-contributory. Waiver of Transfer of Rights is attached.

- A. With respects to the General Liability Coverage Part only, the definition of **Covered Party** in the Liability Conditions, Definitions and Exclusions section of this Coverage Agreement is amended to include as a **Covered Party** the Person or Organization shown in the above Schedule. Such Person or Organization is a **Covered Party** only with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In performance of your ongoing operations; or
  2. In connection with your premises owned or rented to you.
- B. The Limits of Coverage applicable to the additional **Covered Party** are those specified in either the:
1. Written contract or written agreement; or
  2. Declarations for this Coverage Agreement,

whichever is less. These Limits of Coverage are inclusive and not in addition to the Limits of Coverage shown in the Declarations.

All other terms and conditions remain unchanged.



Coverage Number: NPIP242546348  
Cert #:0000035234

Effective Date: 6/1/2024  
Issue Date 5/23/2024

## GENERAL LIABILITY WAIVER OF TRANSFER OF RIGHTS AND RECOVERY AGAINST OTHERS TO US

This endorsement modifies Coverage provided under the following:

### GENERAL LIABILITY COVERAGE PART

This endorsement changes the Coverage Agreement effective on the inception date of the Coverage Agreement unless another date is indicated above. Providing the certificate of coverage that this endorsement is attached to has been issued by and is on file with the Company, the following applies.

### SCHEDULE

Person or Organization:

Whatcom County  
509 Girard St  
Bellingham, WA 98225

Description of Activities / Operations / Designated Premises:

Regarding contracted services for Commercial Waste Reduction, Recycling, and Food Waste Recovery Program. Whatcom County is named as Additional Covered Party regarding these services only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached. The NPIP Coverage Agreement is primary and non-contributory. Waiver of Transfer of Rights is attached.

The Our Right To Recovery Condition in the Liability Conditions, Definitions and Exclusions form is amended by addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for **Bodily injury** or **Property damage** arising out of your ongoing operations or **Your Work** done under contract with that person or organization. This waiver only applies to the person or organization shown in the Schedule above; however, this waiver does not apply if the **Bodily Injury** or **Property Damage** is due to the sole negligence of such scheduled person or organization.

All other terms and conditions remain unchanged.

