

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:

Originating Department:	85 Health and Community Services
Division/Program: (i.e. Dept. Division and Program)	8540 Environmental Health / 854085 Solid Waste
Contract or Grant Administrator:	Jennifer Hayden
Contractor's / Agency Name:	RE Sources

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"/>	If No, include WCC:
Already approved? Council Approved Date:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		

Is this a grant agreement?	If yes, grantor agency contract number(s):	CFDA#:
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?	If yes, RFP and Bid number(s):	23-24	Contract Cost Center:	140203
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>			

Is this agreement excluded from E-Verify?	No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
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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 exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> Exercising an option contained in a contract previously approved by the council. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. Bid or award is for supplies. Equipment is included in Exhibit "B" of the Budget Ordinance 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.
\$ 65,000	
This Amendment Amount:	
\$	
Total Amended Amount:	
\$	

Summary of Scope: This contract provides funding for countywide waste reduction and recycling programs for school districts and interested organizations. The focus of the program is on waste prevention, recycling, composting, household hazardous waste, and proper waste disposal.

Term of Contract:	1 Year	Expiration Date:	08/31/2024
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Contract Routing:	1. Prepared by:	JT	Date:	05/17/2023
	2. Health Budget Approval	KR	Date:	06/23/2023
	3. Attorney signoff:	RB	Date:	06/27/2023
	4. AS Finance reviewed:	A Martin	Date:	6/26/2023
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

**WHATCOM COUNTY:
Recommended for Approval:**

Sue Sullivan, Environmental Health Manager Date

Erika Lautenbach, Health and Community Services Director Date

Approved as to form:

Royce Buckingham, Senior Civil Deputy Prosecutor Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

CONTRACTOR INFORMATION:

RE Sources
2309 Meridian Street
Bellingham, WA 98225
shannw@re-sources.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 of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

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
509 Girard Street
Bellingham, WA 98225
JHayden@co.whatcom.wa.us

RE Sources
Shannon Wright, Executive Director
2309 Meridian Street
Bellingham, WA 98225
shannonw@re-sources.org

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

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

The purpose of this contract is to implement a countywide waste reduction and recycling education program for school districts and local organizations. The focus of the program is on waste prevention, recycling, composting, household hazardous waste and proper waste disposal. Participants will gain an understanding of the impact of their personal choices on the waste stream and have an opportunity to apply that to their classroom, school, home, and community settings. The primary goals of the Waste Reduction and Recycling Education Program are:

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

II. Statement of Work

Task A – Partnership Building & Outreach

1. Develop materials and perform recruitment outreach geared towards administration staff at each Whatcom County school district. Materials and recruitment will address all that the program offers; custodial and food service support, curriculum for teachers and accompanying professional development instruction, and additional professional development training related to waste management along with technical support.
 - a. Follow-up initial outreach with individuals and/or staff meetings.
 - b. Materials and recruitment efforts may include regular e-newsletters, targeted emails, social media, local media articles highlighting events and program participants.
 - c. Contractor will strive for participation from as many schools in Whatcom County as possible.
2. Develop promotion and support materials to be distributed via social media and direct email outreach that are geared towards students and teachers throughout Whatcom County.
3. Develop materials and perform outreach and education to local community partner organizations who may be seeking assistance in understanding the waste stream and sorting in Whatcom County and/or collaborating in order to further the mission to reduce waste.

Deliverables:

Number of Meetings	Audience	Estimated Timeline
10 – 15	District Leaders	Fall 2023
10	Community Partners	Year Round

Task B – Education

Educate and train teachers, custodial and food service staff so they can educate students about best waste management practices.

1. Train custodial and food service staff on the importance of waste reduction and best management practices.
2. Provide professional development courses for classroom teachers (with clock hours) to learn how to use the subject of waste to meet [Next Generation Science Standards](#). This may include sample lessons to

incorporate sustainability into their classroom curriculum through professional development focused on implementation. Lessons will include curriculum that supports behavior change.

3. Provide support to teachers in implementing the Food Waste Unit Framework for classrooms in grades four through six. This unit was piloted by three, 5th grade classrooms in Bellingham Public Schools in the 2022 – 2023 school year (see Exhibit D).
4. Provide lesson kits with classroom-ready curriculum aligned with state standards to classroom teachers in grades Kindergarten through 3rd.

Deliverables:

Number	Topic	Audience	Estimated Timeline
2 – 4	Importance of Waste Reduction and Best Management Practices	Approximately 150 Custodial and/or Food Service Staff	Year Round
2	Professional Development Training Courses	Approximately 15 – 20 teachers in each session	One session in Fall 2023 One session in Spring 2024
5	Classroom Implementation of Waste Curriculum – this includes waste investigation, 3 lessons, audit and action project	Approximately 125 students served	Year Round

Task C – Green Team Network Program

Promote the [Green Team Network \(GTN\) Program](#) and provide technical assistance for waste reduction projects. The Green Team Network Program provides a framework based on the U.S. Department of Education’s [Green Ribbon Schools Program](#) and supports schools (K – 8) in investigating and assessing their school’s current sustainability status. Green teams will in turn, reduce landfill waste by increasing recycling and composting efforts and reducing contamination of waste streams.

1. Assessment information will be shared with the County by the Contractor.
2. The Contractor will provide assessment tools, technical assistance, training for green team leaders and overall support.
3. The Contractor will develop lesson kits that provide lessons on how students can take action. These lessons kits will be aligned with state learning standards and lesson plans and will include instructions and scripts to ensure kits are easy to use.
4. The Contractor will develop or utilize toolkits to offer schools guidance on how to best achieve their goals. Examples of toolkits include:
 - a. Toolkit: How to form and support a Green Team at your school (Attachment E)
 - b. Toolkit: How to move from disposable to durable serve ware
 - c. Toolkit: How to encourage compost collection at your school
 - d. Toolkit: How to start a recycling program at your school
5. The Contractor will provide Action Kits to support students and educators (K – 12) who have a general knowledge of waste reduction concepts and want to take action but lack the tools or equipment to do so. These kits may include:
 - a. Classroom or cafeteria waste audit kits that include tarps, buckets, tongs, a scale, signage, and worksheets.

- b. Re-use kits that feature papermaking, wire sculpture and recycled textile art.

Deliverables:

Number	Item	Estimated Timeline
5	Lesson Kits Created which include lessons on Whatcom County's various waste streams adapted to specific grade bands	Fall 2023
5	Action Kits Created which include waste audit supplies, re-use (i.e. papermaking), etc.	Fall 2023
10	Classrooms served by kits (approximately 250 students)	Year Round
3	Toolkits produced and distributed to assist green teams and schools in reducing waste which includes a) moving from disposable to durable serve ware, b) encouraging compost collection at your school, and c) starting a recycling program at your school	Year Round
75% Return	Conduct and assess teacher and staff evaluations of the program for improvement and impact	Year Round

Task D – Technical Assistance

The Contractor will provide technical assistance to high school clubs, teachers, administrators, custodial and food service staff as well as other community groups to assist in waste reduction efforts. This will include but is not limited to presentations, consultations, signage, and best management practices.

Deliverables:

Number	Type	Timeline
15	Teacher technical support and consultation visits	Year Round
8	Waste assessments in order to establish a baseline and set goals for reduction	Year Round

Task E – Other

The Contractor will send one (1) staff member to the [2024 National Green Schools Conference](#).

III. Reporting Requirements

Contractor will report activities the County, as follows:

- a. Monthly reports – These reports will reflect hours, expenses and work completed and will be provided to the County by the 15th day of each month via email to the County's Contract Administrator. Any amendments to the work plan will be included in monthly reports, as necessary.
- b. Final report – A final report will summarize the work accomplished during the contract period and will include:
 - i. A summary of the schools contacted, teachers supported and projects completed.

- ii. A summary of how the program reduced the size and/or toxicity of the waste stream, increased recycling, or aided in the proper disposal of materials that could not be recycled will be compiled from the monthly reports.
- iii. The Contractor will use educator feedback and other methods to evaluate program materials and delivery techniques. The results of these evaluations will be reported on the final report and used for program improvement.
- iv. This final report will be provided to the County with the final invoice via email by September 15th per Exhibit B – Section II(b).

EXHIBIT "B"
(COMPENSATION)

- I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$65,000, is the Solid Waste Excise Tax. The budget for this contract is as follows:

Cost Description	Documents Required Each Invoice	*Budget
Personnel	GL Detail	\$55,538
Printing & Supplies	Receipts or paid invoices	\$2,500
Mileage	Mileage to be reimbursed at the current IRS rate available at www.gsa.gov . Mileage log to include name of traveler, dates, start and end point, and purpose.	\$408
Travel/Training (2024 National Green Schools Conference)	Documentation including name of traveler, dates, start and end point, and purpose. Receipts required for transportation costs, registration fees, etc. Lodging, mileage and meal costs will be reimbursed at GSA rates (www.gsa.gov), specific to location. Receipts for meals are not required.	\$1,000
SUBTOTAL		\$59,446
**Indirect Costs @ 10% of personnel costs only		\$5,554
TOTAL		\$65,000

* Changes to the line item budget that exceed 10% of the line item budget must be approved in writing by the County's Contract Administrator.

** Indirect costs may not exceed the rate identified above.

II. Invoicing

- a. The Contractor shall submit invoices to (include contract #) HL-BusinessOffice@co.whatcom.wa.us.
- b. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above. The final summary report (see Exhibit A – III(b)) must be submitted with the final invoice by September 15, 2024.
- c. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
- d. 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.**
- e. 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 "C"
(CERTIFICATE OF INSURANCE)

EXHIBIT "D" – (FOOD WASTE UNIT FRAMEWORK)

Food Waste Unit Framework- Pilot for Bellingham Public Schools
Anchoring Phenomena: What are we throwing away?
Time: ~30 - 90 min per lesson/activity for an approximate total of 8 hrs

<p>Part 1: Food Waste 101 <i>(RE Sources leads)</i></p>
<p>Lesson 1- What is waste, and where does it go? <i>Learning objective:</i> Students will learn how much food is wasted, where their food waste goes, and what happens to their food waste.</p>
<p>Activity 1- Students perform a Waste Investigation <i>Objective:</i> Students learn more about the waste reduction efforts at their school through an investigation.</p>



<p>Part 2: Deep dive on food waste and impacts on people and the environment <i>(Teachers lead, RE Sources can provide curriculum for the lessons listed below)</i> NGSS: 5-LS2-1, 5-ESS3-1</p>
<p>Lesson 2- Where does our food come from? <i>Learning objective:</i> Students create a model and break down all the steps it takes to get food on their plate.</p>
<p>Lesson 3- What are the unseen resources that go into making a meal? <i>Learning objective:</i> Students revise their thinking and model to take into account all the resources it takes to get food on their plate.</p>
<p>Lesson 4- What does our waste have to do with climate change and what are some solutions? <i>Learning objective:</i> Students learn about the broader impacts of their waste and how it affects climate change (trucks on the road, the many resources used, etc.), and will perform some calculations based off of information gathered in the waste investigation. They will also discover some solutions to reducing food waste and the impact on climate change.</p>
<p>Optional Lesson- How does our food waste impact people? <i>Learning objective:</i> Students learn how we can help get food to people in need while also helping to reduce food waste.</p>



Part 3: Students perform a cafeteria waste audit
(RE Sources leads)

Activity 2- Students perform a waste audit

Objective: Students learn more about what students and staff are throwing away at their school and how much through performing a cafeteria waste audit.

Option 1

Option 2

**Part 4 option 1:
Students pick a project**
(Teacher leads, but RE Sources can provide guidance, support, and coordination)
NGSS: 3-5-ETS1-1

Activity 3- Students pick a project
Objective: After analyzing the results from the Waste Investigation and the waste audit, students (with the guidance of their teachers and potentially RE Sources) will pick a project that will improve their school's waste reduction efforts. They will then create an action plan.

**Part 4 option 2:
Project-Reduce contamination of bins**
(Teacher leads, but RE Sources can provide guidance, support, and coordination)
NGSS: 3-5-ETS1-1

Activity 3-Students create an action plan for the project
Objective: Students will create an action plan based on the project of reducing contamination of bins. RE Sources can help by providing a tip sheet for leading an assembly or education campaign, can provide resources for proper signage, train students how to ensure the contamination is minimized, etc.

Part 5: Students do their project
(Teacher leads and provides support for their students, RE Sources can provide some support)

Activity 5-Project implementation

Objective: Students will follow their action plan and implement their project.

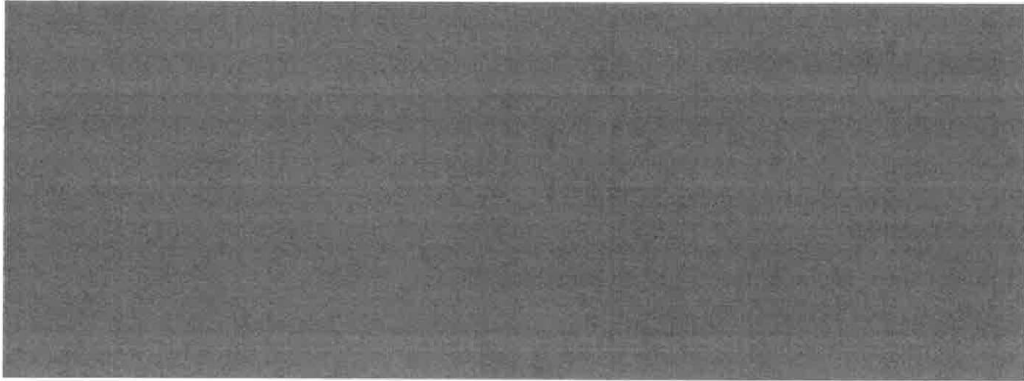
Activity 6-Share successes and debrief

Objective: Students will draft summaries or similar sharing the success of their project. They can place this in the newsletter, do a morning announcement, lead a presentation, etc. They will also spend time debriefing and discussing results and how they would do things differently or the same.

Notes :

RE Sources can provide guidance, support, and coordination in a variety of ways if desired. Here is a list:

- **Guidance**
 - Help students analyze their results of the waste investigation and/or waste audit and help them determine which project would be most achievable and beneficial to their school
- **Support**
 - Provide worksheets for the action plan, SMARTIE goals, project idea list, waste audit worksheets, etc.
 - Provide resources for some action projects like improved signage, tools for certain projects, tips for how to lead an assembly
 - Can provide a short training to students who want to be "waste monitors" or who want to lead an assembly on reducing contamination
- **Coordination**
 - RE Sources can be a liaison between teachers, students, custodians, facilities, and food service staff. Oftentimes a project idea might seem like an easy addition (like adding compost bins in every classroom) but really, it may make a custodian's job harder in certain situations. There are ways to implement a variety of projects at schools that don't add more work to other staff's load or can minimize the added work. RE Sources can help coordinate communication between the staff who may be impacted by certain projects students take on.



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GREEN TEAM NETWORK Guide & Toolkit

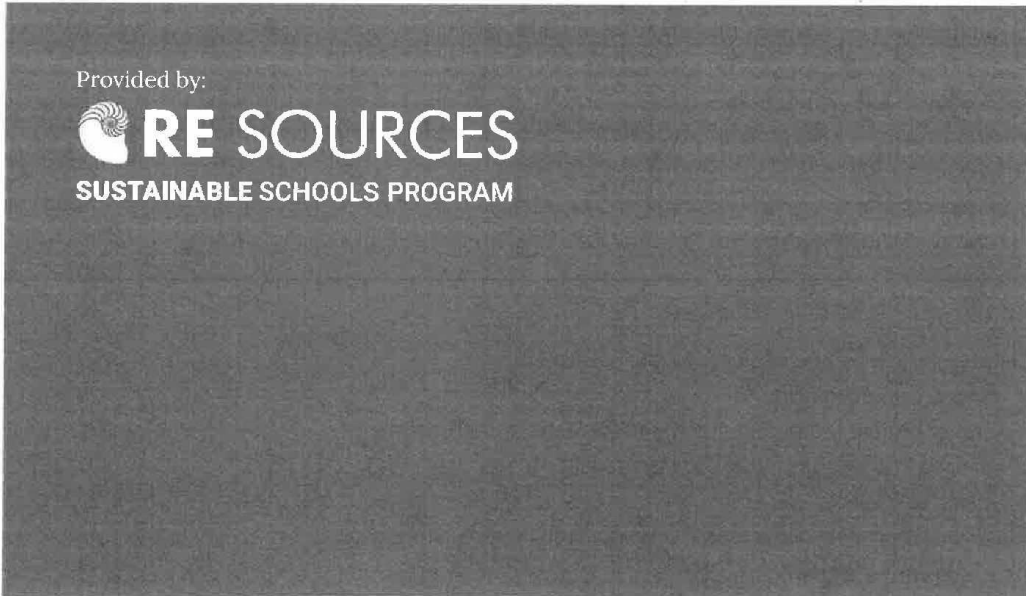


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Chapter 1:

Intro to Green Teams and Sustainable Schools

What Makes a School Sustainable?

In Whatcom County, there are seven public school districts, a tribal school, and a multitude of independent schools. Imagine if all schools in Whatcom County were striving to be environmentally sustainable!

Schools that are environmentally sustainable are supportive and efficient spaces, which inspire the next generation of leaders to value the natural and built environments. They are designed to act as living laboratories to teach and embody eco-friendly initiatives that reduce their environmental impact (1). When a school practices eco-friendly initiatives, it can help lower operational costs and reduce waste, while also encouraging the active involvement of students in these conservation efforts, teaching them to be responsible stewards. They allow students to contribute in meaningful ways to their school environment, resulting in students connecting knowledge about environmental concerns and environmental action. Establishing this connection assists students to apply these concepts to their personal lives (3).

Benefits to Students

In these schools, students are taught integrated thinking to find sustainable solutions to complex problems. They provide integrated, project-based activities centering on the school's unique location. This can help students develop a connection to the place, including the environmental, cultural, historical, and community components of that place. Utilizing immediate resources, such as the school building, grounds, and community allows the opportunity for hands-on, project-based learning. These projects can contribute to the broader sustainability efforts of the school or community and can help students develop a sense of efficacy—the feeling that their efforts make a difference (4). It challenges students to engage in tackling environmental problems at a level where they can see tangible results, spurring them on to realize that they really can make a difference. It instills in students a sense of responsibility and cultivates a sustainable mindset which they can apply on a daily basis.

Benefits to the School

Sustainable schools use 33% less energy and 32% less water than conventionally constructed schools (6). Using less energy and water means schools can save a significant

amount of money. Not only can they save money, but students and staff will have more pride in their school and a sense of ownership, as well as lower rates of absenteeism due to sustainable schools providing healthier spaces for their students and staff.

Benefits to Teachers

Schools that practice sustainability, give the opportunity for authentic learning. When schools are more sustainable, they can provide integrated, project-based activities that meet ESE and NGSS standards and allow for transdisciplinary learning. Students are also able to focus and learn better when they are learning in a healthy environment (2).

Benefits to the Community

As hubs of communities, schools can help to transform markets, policy, education, and behavior, increase community resilience, mitigate climate change, and prepare citizens to think and act in new and creative ways (5). It is an ideal way for schools to embark on a meaningful path towards improving the environment in both the school and the local community while at the same time having a life-long positive impact on the lives of young people, their families, school staff, and local authorities.

How can a Green Team Improve the Sustainability of Their School?

Forming a green team is a good first step in making a school more sustainable. Green teams can provide students with knowledge and expertise on how their school could improve their environmental impact, and how they can take action. Green teams have the ability to help their school reduce their environmental impact, incorporate sustainability into the curriculum, and provide the students with agency and real applicable projects. Once a green team is formed, they take an in-depth look at their school's sustainability status. Through observations and investigations, green team members come together and implement a project that will improve the overall sustainability of their school.

What is The Green Team Network?

In order to support green teams in Whatcom County, RE Sources Sustainable Schools offers the Green Team Network, a free program that supports Whatcom County K-8 students working in individual teams towards sustainability goals on their school campus and community. The Green Team Network helps students identify areas where their school can reduce its impact on the environment by providing the knowledge and tools needed to develop and implement student-chosen and student-led sustainability projects.

These individual teams are an organized group of students who work together to make their school and/or local community more sustainable. They collaborate to find and

implement solutions to issues around sustainability, mostly as it relates to their school. Teams consist of one green team leader who is an adult that is affiliated with the school in some way (teacher, parent, volunteer, other staff members, etc.) and at least two students who are the green team members. A green team can be an after-school club, a classroom, or a whole school! The green teams will also pick a pathway to focus on. These pathways include waste, water, energy, or healthy school buildings and grounds.

Chapter 2:

How to Start a Green Team

Approaching Principals and Decision Makers

One of the first steps to take when becoming a part of the Green Team Network is to ensure there is approval from the school administration. This way your efforts will be supported and make it easier to move towards your goals. You can find a [sample letter/email here](#) with the language you can use to share with your principal that explains the benefits of green teams. In your letter or email, you want to be sure to describe the **purpose, benefits, roles, and goals** of the green team. You can also ask for a representative of the administration to participate!

Additionally, you will want to collaboratively work with those that can help make your project a success. This could include food service, custodians, groundskeeping or facilities staff, teachers, and administration. Who to reach out to depends on your project. But the importance of this cannot be overstated. As your team walks through the project, you want to think of all the people that it might affect. Those are the folks you want to reach out to for collaboration. Go to the section [“Tips for Collaborating with Decision Makers and Staff”](#) to see a more detailed list of tips on collaborating with principals, decision-makers, and other staff.

How to Recruit Green Team Members

If your green team isn't a class or grade band, you may want or need more people power to complete a project. If there is already a project in mind, presenting the project as a way to get involved with the team can be helpful.

Here are some ideas on how to recruit more members:

- Present to a class or hold an assembly on what green teams can do for their school
- Hang up flyers around the school
- Put an announcement in the school newsletter/take-home letters
- Post on social media pages
- Ask for it to be included in the morning announcements

Note: If you have students already interested, have them help create flyers, videos, etc. to recruit more students.

Chapter 3:

Green Team Meetings

Suggestions for Content for Green Team Meetings

After your Green Team is formed, you should set up a consistent meeting time and place for your team to work and collaborate together. This section will list some suggestions on what things your green teams should cover in their first few meetings. Since every green team is unique, some of these suggestions may not apply to your team. If you would like to see some more tips on keeping your members engaged in meetings, refer to the section, "[Tips to Keep Members Engaged](#)".

Community/group Agreements for Your Green Team

Community agreements should be created at the first meeting. These agreements are co-created with all the members of the team. They help create safe and caring spaces that will enhance group activity as well as helping members feel comfortable with each other in an atmosphere of safety, respect, and trust (7).

Optional activity: Turn this into an activity. You could have members pair and share ideas, then share out, or they can write their ideas on sticky notes, stick them to a whiteboard and other students place stars next to the agreements they like best.

Sustainability Introduction

At the first meeting, discuss with your team the important work green teams can do at their school. Lead a discussion on sustainability, or ask students what things they know about that have a positive or negative impact on the environment and student health. Try and keep the conversation student-led.

Optional activity: You can turn this into an activity and have the students take a walk around their school or neighborhood and look for things that are having a positive impact on the environment. Some examples could be that they notice a lot of trees along the sidewalks, or maybe they see a house that has solar panels. After their walk, have the students discuss and share what they noticed. You can move the conversation along and get the students thinking deeper by asking them questions like "why do you think trees are good for the environment?" or "how could pollution impact the environment?". Try and gear the discussion towards their school grounds.

Optional activity: Show members this [video](#), and have them discuss what kinds of things the schools had in these videos that were having a positive impact on the environment or student health. Alternatively, [print out this poster](#) or project it on the screen and ask students what they notice in this image.

Brainstorming Project Ideas

When students have learned more about sustainability, follow these steps from Chapter 4, "[Brainstorming Process](#)" at the next meeting to decide on a project they would like to take on. *If your team is not sure where to start, RE Sources can provide various investigations to help them come up with some project ideas.*

To get the most creative ideas from the students, ask the students to continue thinking about other project ideas and write them down before the next meeting.

Picking a Project

When the students have narrowed down their list of projects, and have chosen the project that would work best, have them create an action plan together at the next meeting. Follow the steps under the section "[Creating an Action Plan](#)" in this guide. Creating an action plan helps the green team plan out their project and helps them determine what work needs to be done in order to be successful. *RE Sources can provide more background information on waste, water, energy, and healthy school buildings and grounds if desired.*

Project Work

After the green team has determined what project they want to take on, they can then put it into action. From there, meetings should consist of sharing results of their investigations, sharing progress on their project, discussing any challenges they are having, creating materials they may need for their project, etc. If there is a time when the team can not continue work on their project, refer to the section "[Tips to Keep Members Engaged](#)" which has a list of activities green teams can do in the meantime to keep them engaged.

Completion of Project

After they have completed their project, the green team should reflect on their work. They will **submit their story to RE Sources** and they will share the green team's success on their social media pages (with permission).

It is also strongly encouraged that the green team celebrates all their hard work and success by having a party, and/or creating a morning announcement, asking for their story to be placed in the school newsletter, etc.

Next Steps

Depending on how long the project takes to complete, students can spend the following meetings beginning work on another project from the list they created previously. They can continue improving the sustainability of their school by taking on additional projects.

Tips to Keep Members Engaged

After your team has started work on their project, there may come a time when they are waiting to hear back from a principal or other staff, and can't continue work on their project that week. There are many activities you can still do with your green team to keep them engaged. Here is a list of some ideas:

- Conduct waste, water, or energy audits. *The Green Team Network Coordinator at RE Sources can provide instructions if needed.*
 - Inspect classroom waste bins to see if classes are sorting their waste correctly
 - Investigate which species of mammals, birds, or insects visit or live in the school garden
 - [Participate in citizen science activities](#)
 - [Watch movies or documentaries on environmental topics](#) and lead a group discussion
 - Conduct litter-clean ups and collect data on what they find
 - Create posters/comic books to educate others on how they can take care of the environment
 - Create a logo and name for their Green Team
 - Create [upcycling projects](#)
 - Take a tour of the water or wastewater treatment plants
 - Invite a guest speaker from an environmental organization to a meeting
 - Explore a nearby park
 - Create posters with a green team slogan to either recruit more students or get students involved in an event or activity like a bike to school day
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Chapter 4:

How to Brainstorm and Pick a Project

After the students have become more familiar with sustainability and the impacts their school can have on the environment, they can begin brainstorming ideas for a project to take on that improves the sustainability of their school. *RE Sources can provide more background information on pathways of waste, water, energy, healthy school buildings and grounds if needed.*

Brainstorming Process

If your students already have an idea of ways to improve how their current school practices impact the environment and student health, they can brainstorm a list of project ideas based on what they already know.

Follow these steps to help your team brainstorm project ideas and narrow down their list:

1. Have all the green team members write down their ideas for projects that they could adopt and post them on a board.
2. If narrowing the list is necessary, try splitting ideas into groups depending on the amount of time or effort necessary. Example: One group could be “projects that can be completed in the short term” and “projects that can be completed in the long term”. Or, ideas can be grouped into “projects that are easier” and “projects that are more difficult”.
3. Depending on how you decide to narrow your list, when your team has just a few project ideas remaining, place the team into groups to further think through the project ideas listed. It would be helpful for the green team to use SMART goals when thinking through the project ideas. SMART goals are goals that are **S**pecific, **M**easurable, **A**chievable, **R**elevant, and **T**ime-bound. Use the SMART goals chart under “[How to Pick a Project using SMART goals](#)” to help with this process.
4. Green team members then share their findings with the rest of the group. At this point, the list may become shorter depending on their answers to the questions.
5. Coming to a consensus or voting on the project is the last step.

Brainstorming-Using Investigations RE Sources can Provide

Alternatively, if your team does not know where to start in the brainstorming process, it might be helpful for them to perform an investigation. They can choose a pathway to focus on (waste, water, energy, healthy school buildings and grounds) and fill out the associated

investigation. *RE Sources can provide worksheets for these investigations upon request.* If the green team is not sure which pathway to focus on, they can fill out a General Investigation first to help them choose a pathway.

Here are some steps for this process:

1. Members vote or come to a consensus on choosing to complete either a specific pathway investigation or the general investigation. *Contact The Green Team Network Coordinator at RE Sources for access to the chosen investigation.*
2. Assign students different sections/parts of the investigations to complete. Everyone on the team should be able to participate in the investigation in some way.
3. After the investigation is complete, results can be brought back to the entire team to be analyzed together.
4. Next, the team should be able to generate a list of ideas for projects.
5. To narrow the brainstormed list, place the students into groups to further think through some of the project ideas listed. It would be helpful for the green team to use SMART goals when thinking through the project ideas. SMART goals are goals that are **S**pecific, **M**easurable, **A**chievable, **R**elevant, and **T**ime-bound. Use the SMART goals chart found under "[How to Pick a Project using SMART goals](#)" to help with this process.
6. Green team members then share their results with the rest of the group. At this point, the list may become shorter depending on their answers to the questions.
7. Coming to a consensus or voting on the project is the last step.

How to Pick a Project Using SMART Goals

When picking a project, it is important to choose a project that meets what we call SMART goals. It is important to choose a project that is Specific, Measurable, Achievable, Relevant, and Time-bound. Use [this chart](#) to help with this process.

A project that is *Specific* will achieve better results. To ensure your project is specific your team can answer these questions: What would the project accomplish? Why do we want to do this project? What are the requirements and constraints?

A project that is *Measurable* will help your team keep track of their progress towards their project goal, and motivate them to finish on time. Your team will also need to regularly monitor and assess their progress. Some questions that are helpful when determining the measurability of your project include: what are the logical steps to do this project? What will the baseline be?

A project that is *Achievable* is one that is realistic. You will need to know what resources your team has and ask if this project can be accomplished considering the constraints under which your team is working, which may include scheduling and costs.

A project that is *Relevant* aligns with other relevant goals of the school. To determine if your project is relevant, you can ask if the project is worthwhile? Does it match the needs of your school and students?

Lastly, a *Time-bound* project means your team has a deadline to get the project done. It serves as a great motivator and can provide context for your team to recognize the various tasks necessary to complete the project in the time allotted.

Ideas for Projects

This list is meant to be a place for your green team to get some ideas as to what project they might want to tackle in their school. All schools are different, so some of these projects may work for some but not others. Your team may also come up with an idea for a project that is not listed here, which is encouraged. In addition, any project your green team chooses to take on will need approval from your school. Refer to the "[Tips for Collaborating with Decision-makers and Staff](#)" section for more information.

Pathway: Recycling, Waste Disposal, and Food Waste

- Reduce food waste by installing compost/worm bins or FoodPlus totes
- Organize a clothing swap and/or donation-based garage sale
- Ensure that all items that can be recycled are collected (toner cartridges, alkaline batteries, plastic film, etc.)
- Increase the use of durable goods in the cafeteria by using reusable trays and utensils
- Reduce milk and packaging waste by starting a campaign to have a milk dispenser installed
- Increase food rescue efforts by:
 - Implementing a share table/shelf
 - Donating unwanted food items and compost leftovers
- Reduce the use of disposable plastic water bottles by starting a campaign to install refillable water stations in the school
- Promote food packaging reduction through educational campaigns

Pathway: Water

- Improve water conservation by:

- Conducting water use audits to determine areas in the school where water can be used more efficiently
- Planting more water-efficient plants on campus
- Capturing rainwater by installing rain barrels in the gardens and then use the captured water for the garden
- Prevent water pollution by:
 - Attaching stencils onto storm drains around campus
 - Starting a campaign to install pet waste stations
 - Increasing filtration of pollutants by planting native species
 - Adopting a nearby rain garden and maintaining it

Pathway: Energy

- Develop an educational campaign to remind people to turn off lights, computers, etc. when not in use
- Hold a power strip drive to collect power strips with timers for classroom use to reduce “vampire” energy use (a device that continues to use energy and drain power, even when it is turned off)
- Perform energy audits to determine the areas around the school where reduction in energy use is possible
- Reduce energy costs and cool school buildings by planting native trees on campus
- Ensure that all lighting in the school is energy efficient with the use of LED bulbs or motion-sensing lights in areas of the school like bathrooms, hallways, etc.
- Start a campaign educating others to carpool or bike to school
- Start a campaign to have solar panels installed on your school

Pathway: Healthy School Buildings and Grounds

- Improve indoor air quality by:
 - Acquiring clean air plants for classrooms
 - Ensuring the use of green cleaners, or create some natural cleaners for your school to use
- Improve school grounds by:
 - Starting a “No Idle Zone” campaign
 - Increasing the amount of shade on school grounds by planting native trees
 - Organizing a school-wide litter clean up
 - Removing invasive species on campus
 - Turning big plots of the schoolyard into a native garden
 - Creating an outdoor learning space
 - Building a garden or increase the number of garden beds

- o Starting a campaign to improve the number or quality of bike racks on campus

Creating an Action Plan

After the green team has decided on a project, it's time to create an action plan. The green team can [use this worksheet](#) to help answer these questions:

1. **What is our ultimate goal?** *What is the problem and why is it a problem? How is it hurting or bothering people, the school and/or the environment?*
2. **What action will we take?** *How will we change the mind of people at school to change behavior or the way things are currently done in order to solve the problem?*
3. **Who do we talk to?** *Who are the community experts and leaders that can help us solve the problem?*
4. **Who will do it?** *Which green team members will take on which duties?*
5. **When will it be done?**
6. **How much will it cost?** *What materials do we need to solve our problem/accomplish our goals? Do we have them at school? Will we need any money? Where can we find donations?*
7. **How will we monitor our progress?**
8. **How will we know we succeeded?** *What will it look like or what will happen if we solve the problem?*

Tips for Collaborating with Decision Makers and Staff

Imagine someone coming into your kitchen and rearranging where you keep everything in your cupboards or moving where things are kept on your desk, computer, in your classroom, or anywhere you work. This is essentially what happens when there are changes that are made that affect support staff duties that aren't made by the staff performing those duties. Simply moving where a garbage can is located in a classroom can add time to a task in an already busy day. Being able to answer some essential questions will show decision-makers that this project has been well thought out.

1. What is the purpose of your project?
2. How do you propose to solve it?
3. Who will oversee the implementation? How?
4. Who will oversee the implementation in the coming years to ensure sustainability?
5. Who will it affect? How?
6. Are there any flaws in the plan that collaborators can help avoid?

Here's an example project:

Problem: Students find there is a food waste problem in classrooms. Students have snacks and breakfast in the classroom and food waste ends up in the garbage.

Project: Reduce Food waste school-wide. The green team decides that their solution is to place compost bins in classrooms.

Some questions they might ask themselves before asking for help from collaborators are:

1. Who will empty bins?
2. Can the custodian?
3. Can 5th graders? Are 5th-grade teachers willing to add this task?
4. How about next year?
5. Are teachers willing to have a bin in their classroom?
6. How do students know what to put in the bin? What's the continuing education plan?
7. Where in the classroom are the bins located? Is there room?
8. Does this mean the school will need to increase the number of FoodPlus toters?

Lastly, when working with support staff be sure to emphasize that the project you are taking on is to improve the school environment. The work the green team does is to aid and assist the support staff - eventually, making their job easier.

Chapter 5: Monitoring Progress of Project

Use the worksheet provided to help you determine how your team will monitor your progress. Having data that is quantifiable (counted, weighed, measured) is helpful to measure your success. See an example of how to fill out the worksheet here.

Starting Point-Having a starting point will help you compare the difference you have made at the end of your project.

The Change-What change have you made or what steps are you taking to make a difference?

Ending Point-Now take the same measurements as you did to get a starting point to get your ending point.

Results-Did you make a difference? Compare your ending point and starting point.

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