

## CONTRACT INFORMATION SHEET

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:		Cando Recycling & Disposal	
Is this a New Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a))	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Original Contract #: 202212028
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Already approved? Council Approved Date:	If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	CFDA#:	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, Whatcom County grant contract number(s):		
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Sole Source	Contract Cost Center: 140101
Is this agreement excluded from E-Verify? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>			
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Goods and services provided due to an emergency.	
<input 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): \$ 475,000		Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
This Amendment Amount: \$ 475,000			
Total Amended Amount: \$ 950,000			
Summary of Scope: This amendment extends the contract for an additional year. This contract implements requirements to collect a fee-for-service on Point Roberts property tax bills and remits the fee to the service provider.			
Term of Contract:	1 Year	Expiration Date:	12/31/2024
Contract Routing:	1. Prepared by:	JT	Date: 09/08/2023
	2. Health Budget Approval	KR/JS	Date: 09/27/2023
	3. Attorney signoff:	RB	Date: 09/28/2023
	4. AS Finance reviewed:	A Martin	Date: 10/17/2023
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:	<sup>DS</sup>	Date:
	7. Executive Contract Review:	BSR	Date: 12/11/2023
	8. Council approved (if necessary):	AB2023-698	Date: 11/08/2023
	9. Executive signed:		Date: 12/11/2023
	10. Original to Council:		Date:



# Memorandum

**TO:** Satpal Sidhu, County Executive

**FROM:** Erika Lautenbach, Director

**RE:** Freedom 2000 dba Cando Recycling and Disposal – Curbside Collection Services Contract Amendment #1

**DATE:** DECEMBER 7, 2023

Attached is a contract amendment between Whatcom County and Cando Recycling and Disposal for your review and signature. This amendment extends the contract for an additional year of service.

▪ **Background and Purpose**

Per WCC 8.10.040(D), single-family residential curbside collection of solid waste in Point Roberts shall be mandatory and the fee for service, at the approved Washington Utilities and Transportation (WUTC) rate, shall be collected on the annual property tax bill and remitted to the service provider. This contract implements the legal requirement of the above referenced Code and passes the collected fees on to the WUTC designated waste hauler, Cando Recycling and Disposal.

▪ **Funding Amount and Source**

Funding for the curbside collection services is provided from the fee-for-service described above and collected on annual property tax bills at the rate of \$16.52 plus tax, per month, per single family residential dwelling, for an estimated 1,945 units at a not-to-exceed amount of \$475,000 during this contract period (01/01/2024 – 12/31/2024). Council authorization is required as the funding added by this amendment exceeds 10% of the amount authorized by Council on 11/22/2022.

▪ **Differences from Previous Contracts**

Section	Differences
<b>General Conditions – Section 10.1, Term</b>	Extends contract for an additional year, through 12/31/2024
<b>General Conditions – Section 10.2, Extension</b>	Adds language authorizing the extension of the consideration and other terms and conditions specified in the preamble of the original contract

Please contact Jennifer Hayden, Environmental Health Supervisor at 360-778-6036 ([JHayden@co.whatcom.wa.us](mailto:JHayden@co.whatcom.wa.us)) or Kathleen Roy, Financial & Administrative Manager at 360-778-6007 ([KRoy@co.whatcom.wa.us](mailto:KRoy@co.whatcom.wa.us)), if you have any questions.



Whatcom County Contract Number:

202212028 – 1

## WHATCOM COUNTY CONTRACT AMENDMENT

### PARTIES:

**Whatcom County**  
**Whatcom County Health and Community Services**  
509 Girard Street  
Bellingham, WA 98225

**AND CONTRACTOR:**  
**Freedom 2000 dba Cando Recycling & Disposal**  
PO Box 32510  
Bellingham, WA 98228

### CONTRACT PERIODS:

**Original:** 01/01/2023 – 12/31/2023  
**Amendment #1:** 01/01/2024 – 12/31/2024

**THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO**

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### DESCRIPTION OF AMENDMENT:

1. Extend the term of this contract for one year, as per the original contract "General Conditions, Section 10.1 Term".
2. Add Section 10.2, Extension to the General Conditions of the original contract, as follows:

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

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

3. Exhibit B - Compensation is added for reference – no revisions from previous contract period.
4. Funding for this contract period (01/01/2024 – 12/31/2024) is not to exceed \$475,000.
5. Funding for the total contract period (01/01/2023 – 12/31/2024) is not to exceed \$950,000.
6. All other terms and conditions remain unchanged.
7. The effective start date of the amendment is 01/01/2024.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: DocuSigned by:  
Sue Sullivan  
051358A396BB46F 12/7/2023

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Sue Sullivan, Environmental Health Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by:  
Erika Lautenbach  
955C651A30374BD... 12/9/2023

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Erika Lautenbach, Health and Community Services Director Date

APPROVAL AS TO FORM: DocuSigned by:  
Royce Buckingham  
1EE5DDBD9542404... 12/11/2023

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Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

<span style="border: 1px solid black; border-radius: 50%; padding: 2px;">DocuSigned by: Pam Saulnier 15642EDD9A51403...</span>	Pam Saulnier	General Manager	12/7/2023
Contractor Signature	Printed Name and Title		Date

FOR WHATCOM COUNTY:

DocuSigned by:  
Satpal Singh Sidhu  
1192C7C18B664E3... 12/11/2023

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Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

**Freedom 2000 dba Cando Recycling & Disposal**  
 PO Box 32510  
 Bellingham, WA 98228

**EXHIBIT "B" – Amendment #1**  
**(COMPENSATION)**

**I. Budget**

The Contractor shall provide the mandatory curbside solid waste collection services, defined as the minimum level of service in the UTC approved tariff, and invoice County at the currently approved UTC rate, including taxes, per applicable single-family residential dwelling. Contractor shall credit County an administrative fee of \$0.50 per year, per single family residential dwelling, for billing services, to be applied on the first invoice of every year.

**II. Invoicing**

1. The Contractor shall submit invoices to (include contract #) [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us).
2. 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.
3. 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.**

4. 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.