WHATCOM COUNTY Whatcom County Contract Numb											
			CONTRA	ACT INFO	RMA	ATION SHE	ET			202406037 –	4
Originating Department:					85 Health and Community Services						
Division/Program: (i.e. Dept. Division and Program)					8540 Environmental Health / 854080 Solid Waste Infrastructure						
Contract or Grant Admir					Jer	nnifer Hayde	en				
Contractor's / Agency N	ame:				Sustainable Connections						
Is this a New Contract	? 1	f not, is this a	n Amendment o	or Renewa	val to an Existing Contract? Yes ⊠ No				No □		
Yes □ No ⊠	ŀ	f Amendmer	nt or Renewal,	(per WCC	per WCC 3.08.100 (a)) Original Contract #:			act #:		20240603	7
Does contract require	Council A	Approval?	Yes ⊠	No □	If No, include WCC:						
Already approved? Co	ouncil Ap	proved Date:			(Ex	clusions see: \	Whatcom County C	odes 3.06.	010, 3.08.0	090 and 3.08.10	00)
Is this a grant agreeme	ent?										
			ontract nur	nber	(s):		ALN	J#:			
Is this contract grant fu	7 7 0 0 7										
Yes ⊠ No □			number(s):	grant		Cash gra	nt – no associa	ted contr	act#		
100 25 1.00 25										(\$130,000)	/ EPA
Method of Procuremer	nt:		RFP 24-18			Contract C	ost Center(s):	grant (\$, (φ.ου,ουυ)	_,,,
Is this agreement exclu		n E-Verify?	No ⊠	Yes □				J. 3 (+	-,,		
If YES, indicate exclusion											
☐ Professional serv			ertified/licensed	d profession	onal.	□ Go	ods and service	s provide	ed due to	an emerger	ncy.
☐ Contract work is fo				'			or Commercial o				
☐ Contract work is fo					☐ Work related subcontract less than \$25,000.						
☐ Interlocal Agreeme			nents).		☐ Public Works - Local Agency/Federally Funded FHWA.						
Contract Amount:(sum o	of original	contract amo	ount and any	Council	annro	val required	for: all property le	ases all l	nterlocal	agreements (contracts or
prior amendments):	or original	CONTRACT ATTR	Julit and any		approval required for; all property leases, all Interlocal agreements, contracts or ards exceeding \$75,000 , and grants exceeding \$40,000 and professional service						
\$ 185,417					ntract amendments that have an increase greater than \$10,000 or 10% of contract						
					amount, whichever is greater, except when:						
\$ 136,875	110										
Total Amended Amount	•										
\$ 322,292	••				costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies.						
Ψ 022,202					Equipment is included in Exhibit "B" of the Budget Ordinance						
					• • • • • • • • • • • • • • • • • • • •						
				electronic systems and/or technical support and software maintenance from the							
		 					ary software curre				
Summary of Scope: Th	is amend	ment extends	s the contract fo	r one year	and	updates the	e scope of work	and bud	get to re	eflect the exte	ended
contract period.	40/04/0	2000									
Contract Term Ends:	12/31/2			I These					Data	10/04/0	005
Contract Routing:		ared by:		J. Thor	nson	1			Date:	10/24/20	
Contract rodding.		h Approval:		CR		-			Date:	11/07/2	
		ney signoff:		Kimberl	•	Thulin			Date:	11/09/2	
		inance reviewe		bbenne	tt				Date:	11/17/2	2025
		viewed (if IT re	lated):						Date:		
		ractor signed:							Date:		
	/. Exec	cutive Contract	Review:						Date:		
	8. Cour	ncil approved (i	if necessary):						Date:		
	9. Exec	cutive signed:							Date:		
	10. Oriç	ginal to Counci	ıl:						Date:		

HL_010126_SC_Amend_#4.docx Page **0** of **8**

WHATCOM COUNTY CONTRACT AMENDMENT Commercial Waste Reduction & Recycling Education and Technical Assistance Programs

PARTIES:

Whatcom County
Whatcom County Health and Community Services
509 Girard Street
Bellingham, WA 98225
AND CONTRACTOR:
Sustainable Connections
1701 Ellis Street, Suite 221
Bellingham, WA 98225

CONTRACT PERIODS:

Original: 07/01/2024 – 06/30/2025 Amendment #3: 07/01/2025 – 12/31/2025 Amendment #1: 08/05/2024 – 06/30/2025 Amendment #4: 01/01/2026 – 12/31/2026

Amendment #2: 03/12/2025 – 06/30/2025

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

DESCRIPTION OF AMENDMENT:

- 1. Extend the duration and other terms of this contract for one year, as per the original contract "General Terms, Section 10.2, Extension". The cumulative term of this contract may not extend beyond 06/30/2028.
- Amend Exhibit A Scope of Work, to align with service expectations for the extended term, superseding the
 current six-month contract period restores the use of gift cards as the form of volunteer incentives, as originally
 authorized under the initial contract.
- 3. Amend Exhibit B Compensation, to reflect the budget for the extended contract period.
- 4. Funding for this contract period (01/01/2026 12/31/2026) is not to exceed \$\$136,875.
- 5. Funding for the total contract period (07/01/2024 12/31/2026) is not to exceed \$298,959.
- 6. All other terms and conditions remain unchanged.
- 7. The effective start date of the amendment is 01/01/2026.

HL_010126_SC_Amend_#4.docx Page 1 of 8

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:		
Sue Sullivan,	Environmental Health Manager	Date
DEPARTMENT HEAD APPROVAL:		
	Ramont, Assistant Director County Health and Community Services	Date
	,	
APPROVAL AS TO FORM:		
Kimberly A. Thuli	n, Senior Civil Deputy Prosecutor	Date
FOR THE CONTRACTOR:		
	Delaney Skordal, Interim Co-Executive Director	
Contractor Signature	Printed Name and Title	Date
FOR WHATCOM COUNTY:		
Satpal Singh Sidhu, County Executive	Date	

CONTRACTOR INFORMATION:

Sustainable Connections

1701 Ellis Street, Suite 221 Bellingham, WA 98225 360-647-7093

delaneys@sustainableconnections.org

HL_010126_SC_Amend_#4.docx Page **2** of **8**

EXHIBIT "A" – Amendment #4

(SCOPE OF WORK)

I. Background and Purpose

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

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

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

II. Statement of Work

Commercial Waste Reduction & Recycling Program

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

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

HL_010126_SC_Amend_#4.docx Page 3 of 8

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

Food Recovery Program

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

- A. Divert a minimum of 235,000 pounds of food from landfills and distribute to community members experiencing hunger insecurity. The amount of food diverted is supported by several other agencies. Activities include:
 - 1. Recruiting and training a minimum of ten new businesses on how to safely donate food.
 - 2. Recruiting and training a minimum of ten new volunteers on how to safely transport and deliver food.
 - 3. Managing RE Store and North Fork Library Freedges (free community refrigerator) by ensuring the Freedges meets permitting requirements, are regularly stocked with recovered foods, and that volunteers are trained on Freedge maintenance.
 - 4. Implementing a new Freedge in Whatcom County to increase access to recovered foods.
 - a. Open a new Freedge at the Sumas Library in the first six months of 2026.
 - 5. Promote the Freedge manual to the regional non-profits, hunger relief organizations public agencies.
- B. Promote food waste reduction county-wide across workplaces, schools and residences, using digital marketing and in-person engagement strategies. Activities include:
 - 1. Promoting Food Recovery Program and <u>Squatch Food Waste</u> brands in a minimum of 10 monthly newsletters and twelve social media posts.
 - 2. Conducting at least six instances of food waste education, including presentations, workshops and tabling.
 - 3. Prepare Food Waste Prevention Week Campaign by collaborating with partner agencies.
- C. Promote donor businesses and highlight successes in food waste reduction county-wide through events, workshops, and social media. Activities include:
 - 1. Promoting participating businesses in monthly newsletters, on social media channels and at events.
 - 2. Sharing participants' successes with others interested in implementing TZW practices at waste assessment and events.

HL_010126_SC_Amend_#4.docx Page 4 of 8

- D. Collect and record data, pounds of surplus food collected, number of meals provided, and number of participating donor businesses and recipient agencies. Activities include:
 - 1. Delivering quarterly summaries of pounds of food recovered from donor businesses, meals provided and recipient agencies using existing Food Recovery Program data collection systems.
 - 2. Surveying donor businesses, volunteers and recipient agencies annually to inform program improvements.

III. Volunteer Appreciation Incentive Guidelines

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

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

IV. Reporting Requirements

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

HL_010126_SC_Amend_#4.docx Page 5 of 8

EXHIBIT "B" – Amendment #4 (COMPENSATION)

<u>Budget and Source of Funding</u>: The source of funding for this contract period (01/01/2026– 12/31/2026), in an amount not to exceed \$\$136,875, is a cash grant from the Environmental Protection Agency and the Solid Waste Fund. The budget and total funding for this contract is as follows:

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

Food Recovery Initiative Program:			
Cost Description	Documents Required Each Invoice	Budget	
Personnel – salaries & benefits	Detailed general ledger report;	\$54,431	
Americorp Placement	Paid invoices, as applicable	\$7,410	
Mileage	See Exhibit B.1(6.c)	\$800	
Supplies – including bins, plaques, signage for Whatcom County businesses and events (excludes volunteer appreciation incentives)	Copies of paid invoices or receipts	\$1,700	
Printing – signs, fliers, information sheets		\$500	
Volunteer Appreciation Incentives	Distribution log documenting: Recipient name Date of receipt Signature or email confirmation upon receipt by recipient Distribution amount	\$500	
	SUBTOTAL	\$65,341	
Indirect @ 10%			
	TOTAL	\$71,875	

Contractor's Invoicing Contact Information:			
Name	Delaney Skordal		
Phone	360-647-7092		
Email	delaneys@sustainableconnections.org		

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

HL_010126_SC_Amend_#4.docx Page 6 of 8

EXHIBIT "B.1" – Invoicing – General Requirements

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

HL_010126_SC_Amend_#4.docx Page 7 of 8

EXHIBIT "B.2" – Invoice Preparation Checklist for Vendors

	County intends to pay you promptly. Below is a checklist to ensure your payment will be processed quickly. ide this to the best person in your company for ensuring invoice quality control.
	Send the invoices to the correct address:
	HL-BusinessOffice@co.whatcom.wa.us and JHayden@co.whatcom.wa.us
	Submit invoices quarterly, or as otherwise indicated in your contract.
<u>Verif</u>	y that:
	the 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.
	the time period for services performed is clearly stated and within the contract term beginning and end dates. Also verify any other dates identified in the contract, such as annual funding allocations;
	invoice items have not been previously billed or paid, given the time period for which services were performed;
	enough money remains on the contract and any amendments to pay the invoice;
	the invoice is organized by task and budget line item as shown in Exhibit B;
	the Overhead or Indirect Rate costs match the most current approved rate sheet;
	the direct charges on the invoice are allowable by contract. Eliminate unallowable costs.
	personnel named are explicitly allowed for within the contract and the Labor Rates match the most current approved rate sheet;
	back-up documentation matches what is required as stated in Exhibit B and B.1;
	contract number is referenced on the invoice;
	any pre-authorizations or relevant communication with the County Contract Administrator is included; and
	Check the math.
<u>Wha</u>	tcom County will not reimburse for:

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

HL_010126_SC_Amend_#4.docx Page 8 of 8