WHATCOM COUNTY Whatcom Coun CONTRACT INFORMATION SHEET 2024				n County Contra 202406037 –							
Originating Department: 85 Health and Community Services											
Division/Program: (i.e. Dept. Division and Program)					8540 Environmental Health / 854080 Solid Waste Infrastructure						
Contract or Grant Admir		<u> </u>			Jennifer Hayden						
Contractor's / Agency N					Sustainable Connections						
Is this a New Contract	,				al to an Existing					Yes 🖂	No 🗆
Yes 🗌 No 🖂	If Ame	ndment or Ren	ewal, (per V	VCC	C 3.08.100 (a))	Original C	ontract	#:		20240603	7
Does contract require	Council Approv	al? Yes	No [If No, include	WCC:					
Already approved? Co	ouncil Approvec	d Date:			(Exclusions see:	Whatcom Co	unty Code	s 3.06.010,	3.08.09	90 and 3.08.10	<u>0)</u>
Is this a grant agreement?											
Yes No 🛛		yes, grantor age	ency contrac	t nu	mber(s):			ALN#:			
Is this contract grant fu	nded?						Cash o	grant – no	asso	ciated contr	act#
Yes 🛛 No 🗆		yes, Whatcom (County grant	t cor	ntract number(s):			gh 06/30/2			
Is this contract the resu								ct Cost			
Yes 🛛 No 🗆	If yes, RFF	P and Bid numb	er(s):	24-	18		Center		185	571006	
Is this agreement exclu	ided from E-Ve	erify? No	D 🖂 🛛 Yes	S]						
If YES, indicate exclusio						<u> </u>					
Professional servi			ensed prote	essi						an emergen	ICY.
Contract work is fo		,				or Comme				COTS).	
Contract work is fo					Work relate				<i>.</i>		
Interlocal Agreement	nt (between Go	overnments).				rks - Local	Agency	Federally	Func	ded FHWA.	
Contract Amount:(sum o	of original contra	act amount and			oval required for; a						
any prior amendments):		1			nal service contrac				crease	e greater than	\$10,000 or
\$ 101,875					ect amount, whiche				arovor	hy the coup	oil
This Amendment Amou	nt:										
\$ 11,667				approved by council in a capital budget appropriation ordinance.							
Total Amended Amount					ward is for supplies						
\$ 113,542 4				ipment 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.				Der Of							
Summary of Scope: This amendment adds funding for the Food Recovery Program during the current contract period.											
Term of Contract:	1 Year		•		Expiration Date	:	06	/30/2025			
	1. Prepared by	•	JT					Dat	te:	01/16/20)25
Contract Routing:	2. Health Budg	jet Approval	CR					Dat	te:	02/12/2	025
	3. Attorney sig		Christophe	r Qu	iinn			Dat		02/12/20	
		Bbennett	Bbennett		Dat		02/26/20)25			
5. IT reviewed (if IT related):		<u> </u>					Dat				
6. Contractor signed:							Dat				
7. Executive Contract Review: Date:											
8. Council approved (if necessary): AB20			202	5-200			Dat				
	9. Executive si	igned:						Dat	te:		
	10. Original to	Council:						Dat	te:		

Whatcom County Contract Number:

202406037 – 2

WHATCOM COUNTY CONTRACT AMENDMENT

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 #1:	08/05/2024 - 06/30/2025
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. Amend Exhibit B Compensation, to increase funding by \$11,667 for the Food Recovery Program.
- 2. Funding for the total contract period (07/01/2024 06/30/2025) is not to exceed \$113,542.
- 3. All other terms and conditions remain unchanged.
- 4. The effective start date of the amendment is 03/12/2025.

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,	Date	
DEPARTMENT HEAD APPROVAL:		
Erika Lau	tenbach, Health and Community Services Director	Date
APPROVAL AS TO FORM:		
	n, Chief Civil Deputy Prosecutor	Date
FOR THE CONTRACTOR:		
	Derek Long, Executive Director	1
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 derekl@sustainableconnections.org		

EXHIBIT "B" – Amendment #2 (COMPENSATION)

Budget and Source of Funding: The source of funding for this contract is 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			
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;	\$33,219	
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	\$44,129	
Indirect @ 10%		\$4,413	
	TOTAL	\$48,542	

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

Contractor's Invoicing Contact Information:			
Name	Derek Long		
Phone	360-647-7092		
Email	derekl@sustainableconnections.org		

EXHIBIT "B.1" - Invoicing - General Requirements

- 1. When applicable, the contractor may transfer funds among budget line items in an amount not to exceed 10% of the total budget. Line item changes that exceed 10% must be pre-approved by the County Contract Administrator, prior to invoicing.
- 2. When applicable, indirect costs and fringe benefit cost rates may not exceed the amount indicated in Exhibit B or the Contractor's federally approved indirect cost rate.
- 3. The Contractor shall submit invoices indicating the County-assigned contract number to: <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 monthly basis in a format approved by the County and by the 15th of the month, following the month of service, except for January and July 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 (<u>www.gsa.gov</u>). 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.

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

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

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