

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
**202009033**

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing Program
Contract or Grant Administrator:	Barbara Johnson-Vinna
Contractor's / Agency Name:	Washington State Department of Commerce

Is this a New Contract? Yes  No  If not, is this an Amendment or Renewal to an Existing Contract? Yes  No   
 If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: \_\_\_\_\_

Does contract require Council Approval? Yes  No  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? Yes  No  If yes, grantor agency contract number(s): 21-4610C-120 CFDA#: \_\_\_\_\_

Is this contract grant funded? Yes  No  If yes, Whatcom County grant contract number(s): \_\_\_\_\_

Is this contract the result of a RFP or Bid process? Yes  No  If yes, RFP and Bid number(s): \_\_\_\_\_ Contract Cost Center: 122900

Is this agreement excluded from E-Verify? No  Yes  If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional.
- Contract work is for less than \$100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).
- Contract for Commercial off the shelf items (COTS).
- Work related subcontract less than \$25,000.
- Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):	
\$	1,194,211
This Amendment Amount:	
\$	
Total Amended Amount:	
\$	

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**:

- 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.

Summary of Scope: This grant provides funding to develop or expand shelter programs with the goal of exiting participants to permanent and positive outcomes, quickly.

Term of Contract:	35 Months	Expiration Date:	06/30/2023
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Contract Routing:	1. Prepared by:	JT	Date:	09/01/2020
	2. Attorney signoff:	RB	Date:	09/08/2020
	3. AS Finance reviewed:	M Caldwell	Date:	09/08/2020
	4. IT reviewed (if IT related):		Date:	
	5. Contractor signed:		Date:	
	6. Submitted to Exec.:	JT	Date:	09/16/2020
	7. Council approved (if necessary):		Date:	09/15/2020
	8. Executive signed:		Date:	9-16-2020
	9. Original to Council:		Date:	10-20-2020



**MEMORANDUM**

**TO:** Satpal Sidhu, County Executive

**FROM:** Erika Lautenbach, Director

**RE:** Washington State Department of Commerce – Shelter Program Grant

**DATE:** September 16, 2020

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Enclosed is one (1) original of an Interlocal Agreement between Whatcom County and the Washington State Department of Commerce for your review and signature.

▪ **Background and Purpose**

The Washington State Department of Commerce Shelter Program Grant funds equitable and creative approaches to develop or expand shelter programs and bring people inside with the goal of exiting participants to permanent and positive outcomes quickly.

▪ **Funding Amount and Source**

This contract provides \$1,194,211 in funding through June 30, 2023 from the Washington State Department of Commerce. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.





**Interagency Agreement with**

Whatcom County Health Department

through

Community Services and Housing Division  
Housing Assistance Unit

**Shelter Program Grant**

**Start date:** August 1, 2020

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**Attachment A, Scope of Work**


**Attachment B, Budget**

**FACE SHEET**

Contract Number: 21-4610C-120

**Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Shelter Program Grant**

**WHATCOM COUNTY  
CONTRACT NO.  
202009033**

<b>1. Contractor</b> Whatcom County Health Department 509 Girard Street Bellingham, Washington 98225		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative</b> Ann Beck Housing Program Specialist 360-778-6055 Abeck@co.whatcom.wa.us		<b>4. COMMERCE Representative</b> Sarah Harrison Grant Manager 360-725-5073 Sarah.harrison@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
<b>5. Contract Amount</b> \$1,194,211	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> August 1, 2020	<b>8. End Date</b> June 30, 2023
<b>9. Federal Funds (as applicable)</b> N/A	<b>Federal Agency:</b> N/A	<b>CFDA Number</b> N/A	
<b>10. Tax ID #</b> XXXXXXXXXXXXXXXX	<b>11. SWV #</b> 91-6001383	<b>12. UBI #</b> 371-010-246	<b>13. DUNS #</b> N/A
<b>14. Contract Purpose</b> The Shelter Program Grant funds equitable and creative approaches to develop or expand shelter programs and bring people inside with the goal of exiting participants to permanent and positive outcomes quickly.			
<b>15. Signing Statement</b> COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget and Shelter Program Grant Guidelines.			
<b>FOR CONTRACTOR</b> Erika Lautenbach, Director <hr/> Printed Name, title <i>Erika Lautenbach</i> <hr/> Signature 09/01/2020 <hr/> Date		<b>FOR COMMERCE</b>  <hr/> Diane Klontz, Assistant Director Community Services and Housing Division <i>10/13/2020</i> <hr/> Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.</b>	

DEPARTMENT APPROVAL

Approved by email AD/JT  
Anne Deacon, Human Services Manager

09/04/2020  
Date

WHATCOM COUNTY

*Satpal Sidhu*

SATPAL SIDHU  
County Executive

STATE OF WASHINGTON )  
 )  
COUNTY OF WHATCOM )

On this 16<sup>th</sup> day of September, 2020, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



*Suzanne M. Mildner*

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham.

My Commission expires: 12-31-22

APPROVED AS TO FORM

Approved by RB/JT  
Royce Buckingham, Deputy Prosecuting Attorney

09/08/2020  
Date

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

**2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**3. COMPENSATION**

COMMERCE shall pay an amount not to exceed the Contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

**4. EXPENSES**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed the Contract amount listed on the Face Sheet.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**5. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE.

When requesting reimbursement for expenditures made, Grantee shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

**Duplication of Billed Costs**

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**Disallowed Costs**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**SPECIAL TERMS AND CONDITIONS  
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**6. INSURANCE**

Local Government Self-Insured/Liability Pool or Self-Insured Risk Management Program

Contractor shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

**7. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Shelter Program Grant Guidelines



**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS  
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COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
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**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

**GENERAL TERMS AND CONDITIONS  
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Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**GENERAL TERMS AND CONDITIONS  
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After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

**20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## Scope of Work

Whatcom County Health Department (Grantee) commits to implementing a shelter program that uses equitable and creative approaches to bring people inside with the goal of exiting residents to permanent housing quickly as described in Grantee's application for Shelter Program funds.

### A. Program Description

#### 1. Overview

- a. The Lighthouse Mission Ministries operates Base Camp shelter in a property leased by the City of Bellingham.
- b. The Base Camp program targets single adults experiencing homelessness while occasionally accommodating families if space is available.
- c. The program will add 110 new beds.
- d. Whatcom County will issue an RFP for additional new shelter units and beds for target subpopulations experiencing homelessness and/or fleeing DV, such as families with children, seniors with disabilities, singles and families fleeing DV, and youth/young adults. This Scope of Work will be updated with the new projects once they are identified.
- e. New shelter beds for base camp were occupied July 17, 2020. The RFP for additional beds will be released by August 5, 2020 and contracts in place by October 1, 2020. The plan is to have all new shelter beds, other than Base Camp, available for use by December 1, 2020.

#### 2. Facility Type

- a. Base Camp will operate a drop-in/night by night, 24/7 emergency shelter.
- b. The shelter is located in downtown Bellingham, WA.  
  
1530 Cornwall Ave  
Bellingham, WA 98225
- c. Amenities include three free meals daily; showers and public restrooms.

#### 3. Racial Equity

- a. Base Camp will implement strategies to prevent racial inequities in who is served and program outcomes.
- b. The RFP will seek specific plans on how applicants intend to address disparities and inequities in the system.
- c. Whatcom County will offer guidance and training specific to issues that are identified.

4. Housing Focused Services

- a. Base Camp offers space for housing partners in the community to meet with clients to provide housing case management to residents that is driven by the needs of the resident, is flexible, uses a strengths-based approach and is focused on obtaining and maintaining housing.
- b. Base Camp and the housing system partners will connect shelter residents to mainstream services including but not limited to behavioral health, chemical dependency, education or workforce training, employment services and permanent supportive housing:

5. Diversion and Problem Solving

- a. Base Camp will utilize problem-solving conversations to divert households from entering the shelter or utilizing crisis response system services longer term.
- b. Base Camp will link to other program providers throughout the county who specialize in determining the housing needs of people seeking services.

6. Outreach

- a. Outreach staff, including Base Camp staff, will make contact with people living unsheltered and will advise them of the option of the Base Camp program.
- b. Base Camp staff will provide outreach to the surrounding community and those experiencing homelessness as well as partner with current outreach teams in the community.

7. Coordinated Entry Partnership

- a. The Base Camp Shelter program will not fill program openings through coordinated entry because it is a low-barrier, drop-in shelter.

People seeking shelter/housing through the Whatcom Coordinated Entry Program are referred to Base Camp as a temporary and immediate solution for unsheltered homelessness while awaiting longer-term housing solutions.

- b. Other programs receiving funding through this grant through the RFP process will be CE participants as a requirement by the RFP, unless operating as a low-barrier drop-in shelter. Referrals will be made to the appropriate shelter program by CE by order of eligibility of those on the Housing Pool as openings occur.

8. Administration

- a. Grantee will submit the following monthly deliverables with completeness, timeliness, accuracy and consistency.
- b. Invoice and Voucher Detail Worksheet for reimbursement (Guidelines: Fiscal Administration).

- c. Grantee commit to reporting complete, quality data that is timely, truthful and accurate. (Guidelines: Requirements of all Lead Grantees and Subgrantees Providing Direct Service and HMIS User Agreement).
- d. Grantee shall comply with all of the requirements, policies and procedures in the Shelter Program Grant Guidelines.

## B. Performance

### 1. Requirements

- a. Projects are not required to meet or make progress toward performance targets as a condition of funding for the current contract period. Project performance data will impact community and state level performance measures.
- b. Grantee(s) should aim to improve the housing outcomes of Shelter Program participants. For each intervention type funded by the Shelter Program, grantees should adopt the following performance goals:

<b>Intervention Type</b>	<b>Performance Goal</b>	<b>HMIS Calculation</b>	<b>Performance Target<sup>1</sup></b>
Emergency Shelter	<b>Increase Percent Exits to Permanent Housing</b>	Of people in the ES project who exited, those who exited to permanent housing destinations	50%
Drop-in Emergency Shelter <sup>2</sup>	<b>Increase Percent Exits to Positive Outcomes</b>	Of people in the ES project who exited, those who exited to Positive Outcome destinations	50%
Temporary Shelter Site <sup>3</sup>	<b>Increase Percent Exits to Positive Outcomes</b>	Of people in the Other project who exited, those who exited to Positive Outcome destinations	50%
All	<b>Reduce Average Length of Stay</b>	Of the people active in the project, the days homeless as measured by each client's start, exit and bed night dates strictly as entered into HMIS.	Not established

### 2. Equitable Access and Housing Outcomes

- a. Grantee should ensure equitable access to Shelter Program and equitable housing outcomes of Shelter Program participants.

Equitable access means that the race and ethnicity of people entering the Shelter Program are similar to the community demographics. Equitable access is measured by

<sup>1</sup> The target is the level of desirable performance and is an indicator of a high performing project.

<sup>2</sup> Drop-in Emergency Shelters offer night-by-night living arrangements that allow households to enter and exit on an irregular or daily basis and often use a Night-By-Night tracking method in HMIS.

<sup>3</sup> A Temporary Shelter Site is defined as structure(s) or a location locally permitted to provide temporary shelter for people experiencing homelessness. Tents, mitigation sites, or hosted encampments are examples of Temporary Shelter Sites.



comparing the percent of people in poverty by race and ethnicity to the percent of people entering the Shelter Program by race and ethnicity.

- b. Equitable housing outcomes means that the outcomes of the Shelter Program participants should be similar, regardless of race or ethnicity.

### 3. Exit Destinations

Exit Destinations Options	Positive Outcome: The following destinations are considered Positive exits from Drop-in ES and Temporary Shelter Sites	Permanent Housing: The following destinations are considered Permanent exits from Emergency Shelters
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter	Positive Outcome	Negative Outcome
Foster Care home or foster care group home	Positive Outcome	Negative Outcome
Hospital or other residential non-psychiatric medical facility	Removed from denominator	Removed from denominator
Hotel or Motel paid for without emergency shelter voucher	Positive Outcome	Negative Outcome
Jail, prison or juvenile detention facility	Negative Outcome	Negative Outcome
Moved from one HOPWA funded project to HOPWA TH	Positive Outcome	Negative Outcome
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	Negative Outcome	Negative Outcome
Psychiatric hospital or other psychiatric facility	Positive Outcome	Negative Outcome
Residential project or halfway house with no homeless criteria	Removed from denominator	Negative Outcome
Safe Haven	Positive Outcome	Negative Outcome
Staying or living with family, temporary tenure (e.g. room, apartment or house)	Positive Outcome	Negative Outcome
Staying or living with friends, temporary tenure (e.g. room, apartment or house)	Positive Outcome	Negative Outcome
Substance abuse treatment facility or detox center	Positive Outcome	Negative Outcome
Transitional housing for homeless persons (including homeless youth)	Positive Outcome	Negative Outcome

**Attachment A**

Long-term care facility or nursing home	Positive Outcome	Removed from denominator
Host Home (non-crisis)	Positive Outcome	Permanent Housing
Moved from one HOPWA funded project to HOPWA PH	Positive Outcome	Permanent Housing
Owned by client, no ongoing housing subsidy	Positive Outcome	Permanent Housing
Owned by client, with ongoing housing subsidy	Positive Outcome	Permanent Housing
Permanent housing (other than RRH) for formerly homeless persons	Positive Outcome	Permanent Housing
Rental by client, no ongoing housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with GPD TIP housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with other ongoing housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with VASH housing subsidy	Positive Outcome	Permanent Housing
Staying or living with family, permanent tenure	Positive Outcome	Permanent Housing
Staying or living with friends, permanent tenure	Positive Outcome	Permanent Housing
Rental by client, with RRH or equivalent subsidy	Positive Outcome	Permanent Housing
Rental by client, with HCV voucher (tenant or project based)	Positive Outcome	Permanent Housing
Rental by client, with HCV voucher (tenant or project based)	Positive Outcome	Permanent Housing
Deceased	Removed from denominator	Removed from denominator
Client doesn't know	Unknown / Negative Outcome	Unknown / Negative Outcome
Client refused	Unknown / Negative Outcome	Unknown / Negative Outcome
Data not collected	Unknown / Negative Outcome	Unknown / Negative Outcome
No exit interview completed	Unknown / Negative Outcome	Unknown / Negative Outcome

**Attachment A**

Other	Unknown / Negative Outcome	Unknown / Negative Outcome
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**Budget**  
**August 1, 2020-June 30, 2023**

Participating Jurisdictions	Amount Dedicated
Whatcom County	\$612,835
Bellingham	\$581,376
Grant Total	\$1,194,211

Shelter Program A, Lighthouse Mission "Base Camp" Shelter

Budget Category	Amount
Pre-Occupancy <i>Up to \$10,000 per bed prior to occupancy</i>	\$250,000
Post-Occupancy Operations <i>Up to \$56 per day per net additional bed</i>	\$480,512

Shelter Program B, TBD

Budget Category	Amount
Pre-Occupancy <i>Up to \$10,000 per bed prior to occupancy</i>	\$79,699
Post-Occupancy Operations <i>Up to \$56 per day per net additional bed</i>	\$384,000