

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202212010 – 1

Originating Department:	85 Health and Community Services
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing Program
Contract or Grant Administrator:	Christopher D'Onofrio
Contractor's / Agency Name:	Domestic Violence & Sexual Assault Services

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	202212010	

Does contract require Council Approval?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If No, include WCC:	3.08.100
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):	22-33	Contract Cost Center:	121100
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 <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.
\$ 50,000	
This Amendment Amount:	
\$ 1,563	
Total Amended Amount:	
\$ 51,563	

Summary of Scope: This contract provides funding for the operation and maintenance of domestic violence shelter facilities. This amendment increases funding for personnel and subsequent indirect to support the increased costs of labor.

Term of Contract:	1 Year	Expiration Date:	12/31/2023
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Contract Routing:	1. Prepared by:	JT	Date:	03/16/2023
	2. Health Budget Approval	KR/JG	Date:	04/05/2023
	3. Attorney signoff:	RB	Date:	04/06/2023
	4. AS Finance reviewed:	A Martin	Date:	4/18/2023
	5. Contractor signed:		Date:	
	6. Executive Contract Review:		Date:	4/27/2023
	7. Council approved (if necessary):		Date:	
	8. Executive signed:		Date:	4/27/2023
	9. Original to Council:		Date:	



# Memorandum

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Domestic Violence & Sexual Assault Services (DVSAS) – Emergency Shelter Contract Amendment #1  
**DATE:** APRIL 19, 2023

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Attached is a contract amendment between Whatcom County and DVSAS for your review and signature.

▪ **Background and Purpose**

DVSAS has operated Whatcom County’s only emergency domestic violence shelter since 2014. This contract provides funding for personnel and other costs necessary to operate and maintain three safe shelters in Whatcom County which includes a 21-bed house for women with children and two other houses (totaling 16 beds) for single women. This amendment increases funding for personnel by \$1,563, to support the increased cost of labor.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$51,563, is provided by HB 2060 Low-Income Housing Funds. These funds are included in the 2023 budget. Council approval is not required as the additional funding provided by this amendment does not increase the amount authorized by Council on 12/06/2022 by more than 10%.

▪ **Differences from Previous Contracts**

Section	Revision Purpose
Exhibit B – Compensation	Increases personnel costs and subsequent indirect by \$1,563

Please contact Christopher D’Onofrio, Housing and Homeless Services Supervisor at 360-778-6049 ([CDonofri@co.whatcom.wa.us](mailto:CDonofri@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.

Encl.

Whatcom County Contract Number:  
202212010 – 1

**WHATCOM COUNTY CONTRACT AMENDMENT**

**PARTIES:**

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

**AND CONTRACTOR:  
Domestic Violence & Sexual Assault Services  
1407 Commercial Street  
Bellingham, WA 98225**

**CONTRACT PERIODS:**

**Original: 01/01/2023 – 12/31/2023  
Amendment #1: 04/17/2023 – 12/31/2023**

**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. Amend Exhibit B – Compensation, to increase funding for personnel and subsequent indirect by \$1,563 to support the increased costs of labor.
2. Funding for the total contract period (01/01/2023 – 12/31/2023) is not to exceed \$51,563.
3. All other terms and conditions remain unchanged.
4. The effective start date of the amendment is 04/17/2023.

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: Chris D'Onofrio 814C8C1CCCA8400... 4/19/2023  
Christopher D'Onofrio, Housing & Homeless Services Supervisor Date

DEPARTMENT HEAD APPROVAL: DocuSigned by: Erika Lautenbach 955C651A30374BD... 4/19/2023  
Erika Lautenbach, Health and Community Services Director Date

APPROVAL AS TO FORM: DocuSigned by: Royce Buckingham 1EE5DDBD9542404... 4/19/2023  
Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

<u>DocuSigned by: Adrienne Renz 1D5F96D883B64EC...</u>	Adrienne Renz, Executive Director	4/27/2023
Contractor Signature	Printed Name and Title	Date

FOR WHATCOM COUNTY:

DocuSigned by: Satpal Singh Sidhu 1192C7C18B664E3... 4/27/2023  
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

**Domestic Violence & Sexual Assault Services**  
1407 Commercial Street  
Bellingham, WA 98225  
[executivedirector@dvsas.org](mailto:executivedirector@dvsas.org)

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

**I. Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$51,563, is HB2060 Low-Income Housing Funds. The budget for this contract is as follows:

*Cost Description	Documents Required Each Invoice	Budget
Personnel (Salary + Benefits)	GL Detail	\$36,926
Utilities	GL Detail or Paid Invoices	\$3,900
Insurance		\$2,500
Maintenance		\$4,544
<b>SUBTOTAL</b>		<b>\$47,870</b>
Indirect @ 10% of personnel costs only		\$3,693
<b>TOTAL</b>		<b>\$51,563</b>

\* The contractor may transfer funds among budget line items in an amount up to 10% of the total budget; however, administrative indirect cannot exceed the identified rate. Changes to the line item budget that exceed 10% of the contract amount must be approved in writing by the County.

## **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. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15<sup>th</sup> of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
3. 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.
4. 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.**

5. 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.