

**WHATCOM COUNTY**  
**CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202506024 – 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:	Ashley Geleynse		
Contractor's / Agency Name:	Opportunity Council		
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 #:		202506024
Does contract require Council Approval?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	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?	If yes, grantor agency contract number(s):		ALN#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		202507023
Method of Procurement:	WCC 3.08.060(G)		Contract Cost Center: 18521005.6610
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): \$ 3,409,883	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$75,000</b> , and grants <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> :	
This Amendment Amount: \$ 1,813,929	1. Exercising an option contained in a contract previously approved by the council.	
Total Amended Amount: \$ 5,223,812	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.	

Summary of Scope: This amendment updates outputs and reporting requirements and increases total funding.

Contract Term Ends:	06/30/2027		
Contract Routing:	1. Prepared by: 2. Health Budget Approval 3. Attorney signoff: 4. AS Finance reviewed: 5. IT reviewed (if IT related): 6. Contractor Program Manager Review: 7. Executive Contract Review: 8. Council approved (if necessary): 9. Executive signed: 10. Original to Council:	J. Thomson CR Kimberly A. Thulin bbennett Initial Dp Initial JL AB2025-728	Date: 07/08/2025 Date: 08/20/2025 Date: 08/26/2025 Date: 10/09/2025 Date: Date: 10/27/2025 Date: 10/30/2025 Date: 10/21/2025 Date: 10/30/2025 Date:

**WHATCOM COUNTY**  
Health and Community Services



Charlene Ramont, MPH, Interim Director  
Amy Harley, MD, MPH, Co-Health Officer  
Meghan Lelonek, MD, Co-Health Officer

## Memorandum

**TO:** Satpal Sidhu, County Executive  
**FROM:** Charlene Ramont, Interim Director  
**RE:** Opportunity Council – Housing & Essential Needs Contract Amendment #1  
**DATE:** OCTOBER 23, 2025

Attached is a contract amendment between Whatcom County and Opportunity Council for your review and signature. This amendment updates eligibility requirements in accordance with statewide Housing and Essential Needs (HEN) updates effective July 1, 2025, increases funding, and revises outputs and reporting requirements. Funding is being increased to the full HEN budget available in the 2025-2027 Consolidated Homeless Grant, as previously, there was not enough spending authority available in the County budget to include the full amount.

▪ **Background and Purpose**

The purpose of this contract is to provide rapid rehousing and homelessness prevention case management, rental assistance, utility assistance, and essential needs items to Housing and Essential Needs (HEN) and HEN Foundational Community Supports (FCS) Bridge- eligible households, whose eligibility is determined by the Department of Social and Health Services (DSHS). HEN is a program within Washington State Department of Commerce's Consolidated Homeless Grant (CHG) and funding is passed through the County to the Opportunity Council for housing support (rent and utility assistance), essential needs items, and case management services for recipients whose eligibility is determined by the Department of Social and Health Services (DSHS). This is a sole source contract with the Opportunity Council as the administrator of the Whatcom Homeless Service Center and Community Resource Center.

▪ **Funding Amount and Source**

Funding for this two-year contract, in an amount not to exceed \$2,611,906 in year one and \$2,611,906 in year two, is provided by the CHG. These funds are included in the 2025 budget and will be included in the 2026-2027 budgets. Council authorization is required per WCC 3.08.100, as the additional funding provided by this amendment exceeds 10% of the amount last authorized by Council.

▪ **Differences from Previous Contracts**

Section	Differences
<b>Exhibit A – Scope of Work</b>	Updates eligibility requirements, program outputs, and reporting requirements
<b>Exhibit B – Compensation</b>	Increases funding for years one and two

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)) if you have any questions.

Encl.

509 Girard Street  
Bellingham, WA 98225-4005



Main Line: (360) 778-6000  
[www.whatcomcounty.us/health](http://www.whatcomcounty.us/health)

Whatcom County Contract Number:

202506024 – 1

**WHATCOM COUNTY CONTRACT AMENDMENT  
HOUSING & ESSENTIAL NEEDS**

**PARTIES:**

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

**AND CONTRACTOR:**  
**Opportunity Council**  
**1111 Cornwall Avenue**  
**Bellingham, WA 98225**

**CONTRACT PERIODS:**

Original: **07/01/2025 – 06/30/2027**  
Amendment #1: **10/22/2025 – 06/30/2027**

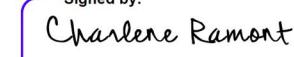
**THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS  
HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL  
CONSENT OF ALL PARTIES HERETO**

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**DESCRIPTION OF AMENDMENT:**

1. Amend Exhibit A – Scope of Work, to:
  - a. Add language regarding HEN and HEN FCS Bridge Program eligibility criteria (§I.)
  - b. Update program eligibility criteria (§IV.a);
  - c. Reduce the rapid rehousing case management and homelessness prevention case management program's numbers of households served and available program slots due to clients with SSI eligibility staying in the programs longer (§V.a.1.a. and b., §V.b.1.a. and b.).
  - d. Increase the number of unique households receiving essential needs items (§V.c.1).
  - e. Revise reporting language from 'positive exits' to 'exits to permanent housing' (§VI.a.5).
2. Amend Exhibit B – Compensation, to increase the amount of total funding for years one and two in order to expend the total amount of HEN funding available in the Consolidated Homeless Grant.
3. Amend Exhibit D to update flex fund guidelines.
4. Amend Exhibit G to update Commerce Special Terms and Conditions.
5. Funding for the total contract period (07/01/2025 – 06/30/2027) is not to exceed \$5,223,812.
6. All other terms and conditions remain unchanged.
7. The effective start date of the amendment is 10/22/2025.

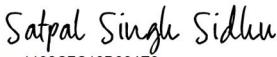
ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that 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.

DocuSigned by:		
 Ann Beck 2B365BB0422344A...		
10/28/2025		
APPROVAL AS TO PROGRAM:	Ann Beck, Community Health & Human Services Manager	Date
Signed by:		
 Charlene Ramont		
10/30/2025		
DEPARTMENT HEAD APPROVAL:	Charlene Ramont, Interim Director Whatcom County Health and Community Services	Date
Signed by:		
 kimberly Thulin 521AC93A1AE340D...		
10/28/2025		
APPROVAL AS TO FORM:	Kimberly A. Thulin, Senior Civil Deputy Prosecutor	Date

FOR THE CONTRACTOR:

Signed by:		
 Greg Winter CD16EF48E80C4CC...		
Contractor Signature	Greg Winter, Executive Director	10/27/2025
Printed Name and Title		Date

FOR WHATCOM COUNTY:

DocuSigned by:	
 Satpal Singh Sidhu 1192C7C18B664E3...	
10/30/2025	Date
Satpal Singh Sidhu, County Executive	

CONTRACTOR INFORMATION:

**Opportunity Council**  
1111 Cornwall Avenue  
Bellingham WA 98225  
[Greg\\_Winter@oppco.org](mailto:Greg_Winter@oppco.org)

**EXHIBIT "A" – Amendment #1**  
**(SCOPE OF WORK)**

**I. Background and Purpose**

The purpose of this contract is to provide rapid rehousing and homelessness prevention case management, rental and utility assistance, and essential needs items to Housing and Essential Needs (HEN) and HEN Foundational Community Supports (FCS) Bridge- eligible households. The HEN FCS Bridge program is closely tied to Opportunity Council's Foundational Community Supports program, assisting individuals as their HEN eligibility ends and incentivizing employment. Households are eligible for the program if they have an active referral from the Department of Social and Health Services (DSHS), or if they have lost their referral due to receiving federal supplemental social security income, social security disability income, or social security retirement income and still have an immediate housing need, as determined through housing stability planning and assessment. The HEN and HEN FCS Bridge programs operated by Opportunity Council are fully funded through this contract.

According to the annual Point in Time Count of homeless persons conducted in January 2024, at least 671 households in Whatcom County were experiencing homelessness (including 243 that were unsheltered). Of those households, approximately 11% were families with children and the other 89% were households without children. Whatcom County's Plan to End Homelessness provides a blueprint for how our community will work together to prevent and end homelessness. The provision of housing assistance in the form of rapid rehousing and homelessness prevention are key components of the plan.

The sources of funding for this contract are dedicated portions of the Consolidated Homeless Grant, specifically for the purposes of HEN and HEN FCS Bridge. Operational costs for these programs are the only eligible use of these funds.

**II. Definitions**

Homeless Management Information System (HMIS)	HMIS is a local information technology system used to collect client-level data and data on the provision of housing and services to individuals and families at risk of and experiencing homelessness.
Housing Pool (HP)	Registry of clients who are eligible and waiting for housing services. This registry is drawn upon to issue referrals for housing programs based on client needs and available resources instead of a first come, first served basis.
Homelessness/Eviction Prevention	Assistance for households who are at risk of homelessness to maintain or obtain stable housing and avoid homelessness. May include arrears, rental assistance, and supportive services to promote stability.
Low-barrier program	This is a program model that seeks to reduce homelessness by eliminating as many barriers as possible for entry into a residence or shelter and to maintain housing. For example, program entry and tenancy is not contingent on sobriety, minimum income requirements, lack of a criminal record, completion of treatment, or participation in services. The few requirements that do exist focus on safety and harm reduction.
Rapid Rehousing (RRH)	A best practice housing solution for homeless families and individuals to regain stable housing through short- to medium-term rental subsidies and case management.
Whatcom Homeless Service Center (WHSC)	WHSC programs provide: (1) A centralized coordinated system of access; (2) Targeted prevention assistance to reduce the number of households that become homeless; (3) Re-housing for people who are exiting homelessness; (4) Supportive services promoting housing stability and self-sufficiency; and (5) Data management and tracking information for people receiving homeless housing services in Whatcom County and according to Washington State Department of Commerce HMIS data collection requirements.

### **III. Statement of Work**

This contract provides funding for the Opportunity Council's Housing and Essential Needs (HEN) and HEN Foundational Community Supports (FCS) Bridge programs, and distribution of essential needs to households that are HEN-eligible. The interventions that are utilized to serve households in the HEN and HEN FCS Bridge programs are rapid rehousing and homelessness prevention.

- a. The Contractor will serve at least 140 households annually in the HEN and HEN FCS programs following a referral from Coordinated Entry, or referred through Opportunity Council's Preventing Screening Line. In addition, essential needs items will be distributed to at least 350 HEN-eligible households.
  1. Housing case management activities include arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of households and helping them to obtain and maintain housing stability. Services include but are not limited to:
    - a. Housing search;
    - b. Tenant counseling;
    - c. Assisting individuals and households with understanding leases;
    - d. Securing utilities;
    - e. Making moving arrangements;
    - f. Mediation and outreach to property owners related to locating or retaining housing;
    - g. Monitoring and evaluating household progress towards self-sufficiency;
    - h. Assuring that household housing-related rights are protected;
    - i. Developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance;
    - j. Making connections to outside community resources that will help households maintain long-term housing stability.
  2. Rental and utility assistance activities include:
    - a. Performing all disbursement, accounting, financial management, and reporting functions necessary to manage the funds allocated HEN and HEN FCS Bridge rapid rehousing and homeless prevention programs.
    - b. Maintaining a strong internal control system over rental subsidy and eviction prevention disbursements to assure funds are used as intended by this contract.
    - c. Maintaining and providing upon request from County, written policies and procedures describing how these transactions are processed.
  - b. Further, the Contractor will be responsible for administration and distribution of essential needs items to HEN-eligible households, to include personal health and hygiene items, cleaning supplies, move-in household supplies, and/or transportation assistance.

### **IV. Program Requirements**

- a. Eligibility criteria and population served:

The Contractor will serve households that are HEN-eligible, as determined by DSHS, or through housing stability planning and assessment for households who lost their DSHS referral due receiving SSI/SSDI/SSRI and still have an immediate housing need. DSHS referrals will be verified in the Benefits Verification System (BVS).

- b. CE and HMIS participation:

1. The Contractor will comply with the Housing Pool (HP) referral procedures as described in the Whatcom County Coordinated Entry Partnership Roles and Responsibilities Memorandum of Agreement: <https://www.whatcomcounty.us/DocumentCenter/View/88148/MOA-for-CE-Partners-5724>
2. The Contractor will enroll all program participants in HMIS.
3. The Contractor will comply with Washington State Department of Commerce's Homeless Management Information System (HMIS) "Agency Partner Agreement," data collection, and recording requirements.
4. The Contractor will coordinate activation and changes to their HMIS programs with the Whatcom County HMIS Lead.

c. Consolidated Homeless Grant compliance:

1. The Contractor will comply with all State of Washington Department of Commerce Special Terms and Conditions of Commerce Grants, herein incorporated as Exhibit G.
2. The Contractor will comply with all State of Washington Department of Commerce Consolidated Homeless Grant (CHG) requirements, policies and procedures in the CHG Guidelines, including periodic updates to the Guidelines which can be accessed at the following link:  
<https://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>
  - a. The County will notify subcontractors via email when updated guidelines are published.
  - b. COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract.

d. Program framework and training:

Staff should employ best practices for low barrier housing case management services in their work with program participants. Staff should be trained in the below skills and frameworks within six (6) months of hire or execution of the contract:

1. Trauma Informed Care
2. Cultural Competency (touch on specifics of population served in program)
3. Motivational Interviewing
4. Mental Health First Aid
5. Basic First Aid and CPR
6. Behavioral Health and Substance Use Disorders
7. De-escalation and Crisis Intervention
8. Racial Equity
9. LGTBTQ+ Competency
10. Supporting Survivors of Domestic Violence
11. CE Policies and Procedures
12. Fair Housing
13. Housing First
14. Rapid Rehousing
15. Progressive Engagement and Problem-solving

## **V. Additional Requirements**

### **a. Grievances:**

Ensure that staff, program participants, and applicants understand their rights to file grievances with Whatcom County Health and Community Services and Opportunity Council and are provided full access to a grievance filing process. Grievance policies must be submitted to Whatcom County Health and Community Services Department at program onset and whenever updated.

### **b. Program monitoring:**

The Contractor should anticipate being monitored by Whatcom County to ensure that services and funds are being offered as described in the statement of work and program requirements. Monitoring will typically include but is not limited to a self-assessment; a review of the program's policy/procedures manual, job descriptions, conflict of interest policies, fiscal control policies and procedures, and staff list; and an on-site file review. Programs that are out of compliance will be required to complete activities in a corrective action plan. Whatcom County reserves the right to additional monitoring as described in section 33.1.

### **c. Incident reporting:**

The Contractor will submit incident reports to Whatcom County Health and Community Services within three business days of occurrence. Incidents include: property damage over \$3,000, participant fatality, participant or staff serious injury, and when imminent threats of harm occur. A template is available in Exhibit E, but an agency Incident Report maybe be submitted alternatively.

### **d. Recapturing unspent funds:**

The Contract Administrator will review the program's spenddown at the halfway mark and three quarters of the way through the contract to ensure that the funds are being spent down at an appropriate rate. If the program is significantly underspending, the Contract Administrator may recommend recapturing funds that are not expected to be spent so they may be reallocated to other programs. Additionally, should the contractor identify that they will be unable to spend down their full amount, they should reach out to Whatcom County at their earliest convenience to amend the contract.

### **e. Severe weather and smoke planning:**

Within one month of contract execution and following with annual updates, the contractor shall submit to Whatcom County a severe weather and smoke plan. A simple template is available in Exhibit F, but a more thorough version may be submitted as an alternative.

### **f. Interpretation services:**

Where a staff member is not available to provide information to a head of household in a language known to the participant, the contractor will make interpretation services available to the participant for meetings and discussions on program eligibility and program services, as applicable.

### **g. Transportation assistance:**

Opportunity Council will provide transportation assistance in the form of bus passes and/or gas cards to clients on a limited basis to clients that do not have other resources to cover this need.

1. The assistance will ensure that clients have access to transportation and/or enough gas to get to essential appointments and/or meetings including medical appointments, job interviews, school, and other appointments that are needed to continue their efforts towards stable housing.
2. The total number of gas cards purchased by Opportunity Council with the funding provided though this contract may not exceed \$12,000.
  - a. Purchases with these gas cards for any item other than gas is prohibited. Opportunity Council staff will communicate to clients that the gas cards may only be used for gas purchases.
  - b. The total value of each gas card purchased will be \$25.
  - c. The total amount of gas cards may not exceed \$300, per client.

- d. Opportunity Council will maintain and submit to the County, a gas card distribution log documenting:
  - i. Unique client identification number
  - ii. Date of receipt
  - iii. Signature of staff distributing gas cards to each client and signature of staff witnessing that the intended clients received each gift card.
  - iv. Amount per distribution to client.
  - v. Cumulative total distributed to client for the entire contract period to date.

## **V. Annual Program Outputs and Outcomes**

- a. Rapid Rehousing Case Management (HEN and HEN FCS):
  1. Outputs
    - a. At least 74 households will be served.
    - b. At least 67 program slots will be available.
    - c. At least 70% of HHs will engage in case management services (defined as meeting at least two times over the course of the last month).
  2. Outcomes
    - a. 80% of household exits will be to permanent housing.
- b. Homelessness Prevention Case Management (HEN and HEN FCS):
  1. Outputs:
    - a. Approximately 51 households will be served with prevention-based case management.
    - b. At least 46 program slots will be available.
    - c. At least 70% of households will engage in case management services (defined as at least two meetings over the course of the last month).
  2. Outcomes:
    - a. 95% of households will not enter a program in HMIS within 6 months of receiving assistance.
- c. Essential Needs:
  1. Outputs:
    - a. At least 350 unique households will receive essential needs items.

Outcomes across racial and ethnic demographics for rapid rehousing and homelessness prevention programs should not be significantly less than the overall rate.

## **VI. Reporting Requirements**

Quarterly reports will be submitted separately for RRH case management, RRH fund management, HP case management, HP funding management, and essential needs. Quarterly reports are due 15 days following the quarter end: April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, and January 15<sup>th</sup>. The reporting templates will be provided via email and may be updated from time to time with advanced notice.

- a. Rapid rehousing case management reporting requirements during last quarter, and year to date:
  1. Number of unique HHs served.
  2. Number of households enrolled on last day of reporting period.

3. Percent of households engaged in case management services on last day of reporting period.
4. Median length of stay in program for HHs who exited during reporting period.
5. Percent exits to permanent housing among people who exited.
6. Where applicable, when contractor is not meeting output and outcomes goals: Narrative description of challenges associated with meeting goals.

b. Rapid rehousing fund management reporting requirement during last quarter, and year to date:

1. Number of unique HHs where rent subsidy was paid.

c. Homelessness prevention case management reporting requirements during last quarter, and year to date:

1. Number of unique HHs served.
2. Number of households enrolled on last day of reporting period.
3. Percent of households engaged in case management services on last day of reporting period.
4. Median length of stay in program for HHs who exited during the reporting period.
5. Percent of households who have entered a program in HMIS within 6 months of program exit.

d. Homelessness prevention fund management reporting requirement during last quarter, and year to date:

1. Number of unique HHs where rent subsidy was paid.

e. Essential needs reporting requirement during last quarter, and year to date:

1. Number of unique HHs that received essential needs items.

f. Additionally, the County is required to report HMIS project expenditures to the Washington State Department of Commerce for their annual report submitted to the Washington State Legislature. When requested, the Contractor shall provide the County with the necessary expenditure information in a timely manner.

## **VII. Flex Funding**

Flex funds must follow the Guidelines established by the County and be reported on the spreadsheet provided by the County (Exhibit D) and signed by an authorized agency signatory. In addition, all flex fund reimbursement requests must be accompanied by receipts and an updated copy of flex funds spreadsheet.

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

**Budget and Funding**

The source of funding for this contract period (07/01/2025 – 06/30/2027), in an amount not to exceed \$5,223,812 (\$2,611,906 in year one and \$2,611,906 in year two), is from the Washington State Department of Commerce, Consolidated Homeless Grant. **Funding is nontransferable between state fiscal years.**

<b><sup>1</sup>Cost Description</b>	<b>Documents Required with Each Invoice</b>	<b>Year 1 07/01/2025 – 06/30/2026</b>	<b>Year 2 07/01/2026 – 06/30/2027</b>
Personnel (salary, taxes, benefits) (HMIS, Case Managers, Coordinated Entry, Support)	Expanded GL report for the period	\$649,984	\$649,984
*Direct Program Supplies	GL detail and copy of paid invoices or receipts; cost allocation plan where applicable	\$12,400	\$12,400
*Communications (does not include system upgrades or capital costs)		\$6,000	\$6,000
*Printing and postage	Copies of receipts or paid invoices	\$2,000	\$2,000
Staff Mileage		\$7,688	\$7,688
Staff Travel/Training	See Exhibit B.1 (6.c and 6.d)	\$7,119	\$7,119
Essential Needs (Hygiene Products, Cleaning and Move-in Supplies, and Transportation Assistance)	<ul style="list-style-type: none"> <li>• GL Detail and Copies of Receipts</li> <li>• For gas cards, paid invoices or receipts and distribution log documenting:           <ul style="list-style-type: none"> <li>a. Unique client ID number</li> <li>b. Date of receipt</li> <li>c. Signature of staff distributing each card and signature of staff witnessing distribution to each client</li> <li>d. Amount per distribution to client</li> <li>e. Cumulative total distributed to client for the entire contract period to date</li> </ul> </li> </ul>	\$100,000	\$100,000
Rent Payments/Housing Assistance in accordance with CHG Guidelines Section 6.1	GL detail for the period plus documentation including client unique ID, payee, and amount of payment, category of assistance (rapid re-housing, prevention, etc.)	\$1,421,455	\$1,421,455
Utility Payments (not included with rent) in accordance with CHG Guidelines Section 6.1.2.		\$69,500	\$69,500
Flexible Funds	Flex fund spreadsheet and copies of receipts	\$15,000	\$15,000
<b>CHG HEN SUBTOTAL</b>		<b>\$2,291,146</b>	<b>\$2,291,146</b>
HEN Indirect @ 14% <sup>2</sup>		\$320,760	\$320,760
<b>TOTAL CHG HEN PROGRAM BUDGET</b>		<b>\$2,611,906</b>	<b>\$2,611,906</b>

<sup>1</sup> All costs must be direct costs attributable to this program.

- Time records must be available that support time worked on the program.
- Occupancy compensation is limited to dedicated program space.
- Utilities, rent, interest, and depreciation may be charged proportionately based on square footage.
- Copier costs may be charged based on actual program usage.
- If the insurance premium identifies a cost attributable to the contracted program, it may be charged as a direct expense.

<sup>2</sup> Per the Contractor's Federally approved Nonprofit Rate Agreement (Exhibit H)

<b>Contractor's Invoicing Contact Information:</b>	
<b>Name</b>	David Grote
<b>Phone</b>	360-734-5121
<b>Email</b>	David_Grote@oppco.org

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

## 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:  
[HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us) and [AGeleynse@co.whatcom.wa.us](mailto:AGeleynse@co.whatcom.wa.us)
4. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County and by the 15<sup>th</sup> of the month, following the month of service, except for January and July where the same is due by the 10<sup>th</sup> 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](http://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 ([www.gsa.gov](http://www.gsa.gov)), 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.

11. Submitted invoices must include a cover sheet with the following information, dated and signed:

- The statement, "I certify that the materials have been furnished, the services rendered, or the labor performed as described in this invoice."
- Monthly spenddown report showing:

Item	Amt awarded	Amt invoiced by contract month												Percent spent	Total remaining
		1	2	3	4	5	6	7	8	9	10	11	12		
Item1															
Item2															
Item3															
Total															

## 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](mailto:HL-BusinessOffice@co.whatcom.wa.us) and [AGeleynse@co.whatcom.wa.us](mailto:AGeleynse@co.whatcom.wa.us)
- Submit invoices monthly, or as otherwise indicated in your contract.

Verify that:

- invoices 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.

Whatcom 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.

## **“EXHIBIT D” – Amendment #1**

### **WHATCOM COUNTY FLEX FUNDS GUIDELINES**

“Flex funds” are funds that may be used at the discretion of the Contractor, following the policies described below, when no other funding source is available. Flex fund assistance must be tied to housing stability and documented in the client’s file.

**Allowable Costs:** Expenses that directly support a household’s housing stability, including:

- Transportation, including gas, bus passes, taxi fare, ride share, vehicle registration or insurance, vehicle repairs.
- Educational or vocational training or certification program fees, equipment, and supplies
- Legal fees related to housing issues (attorney fees should not be paid until the judge has determined that tenant is liable).
- Payment of past debts with previous landlords to pass housing screenings.
- Installation of safety measures, (e.g., new door locks for individuals fleeing violence or trafficking).
- Work-required equipment necessary for employment (e.g., work boots or clothing).
- Essential veterinary services for pets of households accessing emergency shelter, or ESAs or service animals for households who are accessing permanent housing.
- Utilities that are not included in rent.
- Non-recurring or short-term moving costs, including application fees, storage unit rental, and professional movers.
- Critical documents, including driver’s permits and licenses, ID cards, birth certificates, passports, student records.
- Essential household needs, including personal hygiene products, cleaning supplies, essential furniture, and other personal necessities.
- Non-recurring or short-term health care, including co-pays, prescriptions, medical equipment, eyeglasses, and wheelchairs.
- Deposit assistance (**not allowable with CHG flex funds as deposits are considered a rent expense**)
- Other, as approved by Whatcom County.

**Limitations:** Flex funds distributed to any one client cannot exceed \$1,000 per year, except with written authorization from the County. No flex fund disbursements are to be made directly to the client but rather will be made on behalf of a client. Flex funds do not include current rent payments or other fees and costs required by a household’s lease (i.e. pet fees, parking, garbage, etc.). Deposits are an allowable expense with non-CHG flex funds.

Flex funds may be used to purchase retailer or merchant gift cards, vouchers, or certificates for the above allowable expenses, where applicable. If gift cards or cash equivalent cards are provided to program participants, strong internal controls must be in place. These controls include:

- Established written procedures of purchasing, storing (in secure area) and distributing.
- Maintaining an itemized inventory of all gift cards, including dollar amounts.
- Keeping a monthly tracking log of all distributed cards.
- Recording the following details for each card distributed:
  - Client’s name and ID number
  - Purpose of the card
  - Date of distribution
- Obtaining the client’s signature and a signed attestation confirming the card will be used for activities outlined in their housing stability plan.

**Required Invoice Documentation (see attached form for example):** Requests for reimbursement of flex funds must include the following:

a. Unique ID of the client for whom the goods and/or services were purchased.	f. List of the goods and/or services purchased.
b. The person or organization funds were paid to.	g. Service need addressed by the purchase.
c. Date of transaction.	h. Evidence of administrative review of purchase.
d. Cost of the goods and/or services purchased.	i. Accompanying invoices and/or receipts.
e. Total amount of flex funds distributed to the client during the year.	

Contractor:		Contract:			Period:		
<b>Whatcom County Health and Community Services Flex Fund Documentation</b>							
Client ID	* Paid to	Date	Cost	Total \$ To Client this Year	Goods/Services Purchased	Service Need	Administrative Review (initials)
<b>* ATTACH RECEIPTS FOR EACH PURCHASE</b>							

**EXHIBIT "G" – Amendment #1**  
(Special Terms and Conditions of Commerce Grants)

Docusign Envelope ID: 4CED702A-BD3A-4554-B12B-ECACC8378660



## **General Terms and Conditions**

### **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 Washington Department of Commerce.
- C.** "Contract" or "Agreement" or "Grant" 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" or "Grantee" 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, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 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. 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 the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**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 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 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.



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 COMMERCE 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.
- E. 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.