

WHATCOM COUNTY
CONTRACT INFORMATION SHEET

Whatcom County Contract Number:
202306014 – 3

Originating Department:		85 Health and Community Services		
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing		
Contract or Grant Administrator:		Janie Oliphant		
Contractor's / Agency Name:		Whatcom Dispute Resolution Center		
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 #:		202306014	
Does contract require Council Approval?	Yes <input checked="" 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):			
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
Method of Procurement:	WCC 3.08.060(G)	Contract Cost Center(s):	18561001.6610	
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):		Council approval required for; all property leases, all Interlocal agreements, contracts or bid awards exceeding \$75,000 , and grants 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:		
\$	209,759	1. Exercising an option contained in a contract previously approved by the council.		
This Amendment Amount:		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.		
\$	72,760	3. Bid or award is for supplies.		
Total Amended Amount:		4. Equipment is included in Exhibit "B" of the Budget Ordinance		
\$	282,519	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 extends the contract for one year and updates the scope of work and budget for the renewal period.				
Contract Term Ends:	12/31/2026			
Contract Routing:	1. Prepared by:	J. Thomson	Date:	09/08/2025
	2. Health Budget Approval	CR	Date:	10/22/2025
	3. Attorney signoff:	Kimberly A. Thulin	Date:	11/09/2025
	4. AS Finance reviewed:	bbennett	Date:	10/28/2025
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	
	8. Council approved (if necessary):	AB2025-828	Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

**WHATCOM COUNTY CONTRACT AMENDMENT
EVICTION PREVENTION**

PARTIES:

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

**AND CONTRACTOR:
Whatcom Dispute Resolution Center
206 Prospect Street
Bellingham, WA 98225**

CONTRACT PERIODS:

**Original: 07/01/2023 – 12/31/2023
Amendment #1: 01/01/2024 – 12/31/2024**

**Amendment #2: 01/01/2025 – 12/31/2025
Amendment #3: 01/01/2026 – 12/31/2026**

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

DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms and conditions of this contract for one year, as per the original contract “General Terms, Section 10.2, Extension”. The cumulative term of this contract may not extend beyond 06/30/2027.
2. Amend Exhibit A – Scope of Work, as follows:
 - a. Section I. Background – Provides updates to Point in Time (PIT) Count data.
 - b. Section III. Program Requirements – Updates area median income based on household size and adds standardized language to be consistent with similar contract types.
 - c. Section IV. Additional Requirements – Adds standardized language to be consistent with similar contract types.
 - d. Adds Section V. Program Outputs and Outcomes
 - e. Section VI. Reporting Requirements – Updates reporting requirements based on expected outputs and outcomes.
3. Amend Exhibit B – Compensation, to update the budget for the extended contract period.
4. Adds Exhibit F – Partner Incident Report
5. Funding for this contract period (01/01/2026 – 12/31/2026) is not to exceed \$72,760.
6. Funding for the total contract period (07/01/2023 – 12/31/2026) is not to exceed \$282,519.
7. All other terms and conditions remain unchanged.
8. The effective start date of the amendment is 01/01/2026.

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: _____
Ann Beck, Community Health and Human Services Manager Date

DEPARTMENT HEAD APPROVAL: _____
Charlene Ramont, Assistant Director Date
Whatcom County Health and Community Services

APPROVAL AS TO FORM: _____
Kimberly A. Thulin, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

	Moonwater, Executive Director	
Contractor Signature	Printed Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Whatcom Dispute Resolution Center
206 Prospect Street
Bellingham, WA 98225
director@whatcomdrc.org

EXHIBIT "A" – Amendment #3
(SCOPE OF WORK)

I. Background and Purpose

Whatcom Dispute Resolution Center (WDRC) provides impartial case management, coaching, conciliation, mediation, training, and facilitation services for tenants and housing providers. These services support effective communication, promote dialogue, reduce conflict, and facilitate resolution of rent payment plans and other agreements to maintain tenancy and stabilize housing. WDRC additionally facilitates access to existing rent assistance funds, legal assistance and human services, as needed. This contract provides approximately 32% of the funding that makes this program possible. The services are free to the public and available in multiple languages.

According to the annual Point In Time Count of homeless persons conducted in January 2025, at least 815 people in Whatcom County were homeless (including 337 who were unsheltered). A primary strategy of Whatcom County's strategic plan to end homelessness is homelessness prevention and diversion. Resolving tenant-landlord issues to reduce evictions or forced moves is a key activity in that strategy. In some cases where tenancy is not sustainable, lease terminations without formal evictions may be a way to reduce legal costs and prevent the creation of negative rental history that will increase barriers for future housing.

II. Statement of Work

The Contractor will:

- A. Adapt the program design, processes, and materials to adjust to and maximize the impact of a voluntary housing stability program in response to changes in community resources.
- B. Conduct community outreach to create awareness about the program and encourage housing providers and tenants to utilize voluntary dispute resolution services.
- C. Contact tenants and landlords to invite participation in a variety of housing stability services either following an eviction notice or after one party reaches out for support with conflict resolution; including:
 1. Information and referral services; encouraging tenants and landlords to seek professional legal advice and representation when appropriate.
- D. Conduct conflict coaching by working with the tenant(s) and/or landlord separately to help them explore options and prepare to resolve the issues between them.
 1. Conciliation services by engaging in informal communication efforts with landlords and tenants individually (by email, phone, video, or in-person) to find and present options for qualifying resources to help address the issues that may lead to unpaid arrears and/or loss of housing.
 2. Mediation services by engaging parties in a formal dispute resolution process, assisting landlords and tenants in communicating and resolving disputes which may include:
 - a. Accessing rental assistance to repay the rent owed.
 - b. Developing a plan for the tenant to pay the rent owed over time.
 - c. Developing a plan to move out without the need to file an unlawful detainer action (eviction).
 - d. Related issues that may lead to unstable housing.
- E. Provide training and facilitation services to support tenants to build skills in conflict management and otherwise productively address larger group conflicts that may lead to unstable housing.

III. Program Requirements

- A. Eligibility Criteria:
 1. Tenants must be residents of Whatcom County;

2. Grant beneficiaries, for whom the WDRC is able to collect demographic information, will be at or below 60% of the current Area Median Income:

Household size	60% AMI
1	\$45,540
2	\$52,080
3	\$58,560
4	\$65,040
5	\$70,260
6	\$75,480
7	\$80,700
8	\$85,860

The most up-to-date income calculations may be accessed here:

<https://www.hudexchange.info/programs/home/home-income-limits/>

- B. Staff should be trained in the below skills and frameworks within 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. LGBTQIA+ Inclusion

IV. Additional Requirements

- A. Grievances: Ensure that program participants and applicants understand their rights to file grievances with the Whatcom County Health and Community Services Department and the WDRC 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, unauthorized access or use of personally identifying information (including HIPAA violations), significant agency spam attacks, data breaches, or fraud, participant fatality, participant or staff serious injury, and when imminent threats of harm occur. A template is available in Exhibit [F], but an agency Incident Report may 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. 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.
- F. Participation in Meetings: The contractor is expected to regularly participate in meetings hosted by Whatcom County Health and Community Services' Housing and Homeless Services program, including but not limited to the Quarterly Provider Meeting.

V. Annual Program Outputs and Outcomes

- A. The contractor will deliver the following annual outputs:
 - 1. Provide housing stability conflict resolution support to 500 unique clients, through a variety of services including:
 - a. information/referral
 - b. informal conflict coaching
 - c. conflict coaching or conciliation
 - d. mediation
 - e. facilitation
 - f. presentations/trainings
- B. The contractor will deliver the following annual outcome:
 - 1. 70% of households receiving mediation or facilitation will come to resolution agreed upon by all parties.

VI. Reporting Requirements

Quarterly reports on Eviction Mitigation Services are due 15 days following quarter end: April 15th, July 15th, October 15th, and January 15th. The online reporting links will be provided via email and may be updated from time to time with advanced notice. Reporting measures during last quarter, and year to date including:

- A. Number unique clients served
- B. Number of clients, by service:
 - 1. Information/referral
 - 2. Informal conflict coaching
 - 3. Conflict coaching or conciliation
 - 4. Mediation
 - 5. Facilitation
 - 6. Presentations and/or Trainings
- C. Percent of households that came to a resolution agreed upon by all parties who received mediation or facilitation.
- D. If contractor is not meeting output and outcomes goals: Narrative description of challenges associated with meeting goals.
- E. Narrative report highlighting successes.

EXHIBIT “B” – Amendment #3
(COMPENSATION)

Budget and Source of Funding: The source of funding for this renewal period (01/01/2026 – 12/31/2026), in an amount not to exceed \$72,760, is provided by HB 1590 funds (Sales and Use Tax for Housing and Related Services). The Contractor will be reimbursed for personnel that are directly related to implementation of the Scope of Work in Exhibit A as determined by the Contract Administrator. The budget for this contract is as follows:

*Cost Description	Documents Required Each Invoice	Budget
Personnel (salary, taxes, benefits) Executive Director (0.044 FTE) Programs Director (0.044 FTE) Program Manager (0.088 FTE) Housing Stability Program Coord (0.263 FTE) Case Manager (0.35 FTE) – Bilingual Case Manager (0.035 FTE) Case Manager (0.263 FTE) Mediation Program Asst (0.228 FTE) Com. Engagement Manager (0.03 FTE) Com. Engagement Coordinator (0.0355 FTE) Outreach Assoc. (0.0355 FTE)	Composite hourly billing rate worksheets and expanded GL report for the period	\$65,236
Staff Training	See Exhibit B.1 (6.d)	\$910
SUBTOTAL		\$66,146
Indirect @ 10% Modified Total Direct Costs		\$6,614
TOTAL		\$72,760

* All direct costs must be direct costs attributable to this program.

- Time records must be available that substantiate time worked on the program.

Contractor's Invoicing Contact Information:	
Name	Moonwater
Phone	360/676-0122 x 110
Email	director@whatcomdrc.org

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

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 and JOliph@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 15th of the month, following the month of service, except for January and July where the same is due by the 10th of the month.
5. When applicable, the Contractor will utilize grant funding sources in the order of their expiration date as indicated by the County, prior to spending local funding sources, when no funding restrictions prevent doing so.
6. The contractor shall submit the required invoice documentation identified in Exhibit B.
 - a. The County reserves the right to request additional documentation in order to determine eligible costs. Additional documentation must be received within 10 business days of the County's request.
 - b. When applicable, if GL reports for personnel reimbursement do not specify position titles, additional documentation must be provided that includes staff name and position title.
 - c. When applicable, mileage will be reimbursed at the current GSA rate (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), 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:

		Amt invoiced by contract month													
Item	Amt awarded	1	2	3	4	5	6	7	8	9	10	11	12	Percent spent	Total remaining
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 and JOliphant@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 "F"

WHATCOM COUNTY
Health and Community Services



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

PARTNER INCIDENT REPORT

Agencies can supplement any questions asked here with the corresponding agency Incident Report attached. Please return 3 business days after incident and redact any program participant names from the report.

INCIDENT INFORMATION

Date of Incident: _____ Time of Incident: _____ AM or PM

Type of Incident: ☐ Imminent threat of harm ☐ Property Damage over \$3000 ☐ Serious injury ☐ Fatality

Was 911 called? _____ If not why? _____

If applicable was medical treatment offered, recommended, accepted, or rejected? _____

Incident description, including any events leading to, immediately following the incident, and contributing factors (do not use client identifying information like unit numbers or names):

Additional Employee Comments:

PERSON FILING REPORT

Reporter: _____ Title/Role: _____

Signature: _____ Location of Event: _____

COUNTY STAFF

Recipient: _____ Date: _____ Others Notified: _____

Notes: