

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202012017 - 1

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing Program	
Contract or Grant Administrator:		Barbara Johnson-Vinna	
Contractor's / Agency Name:		Opportunity Council	
Is this a New Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
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? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):		CFDA#: 14.231
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):		202008014 / 201907017
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Sole Source	Contract Cost Center: 122200 / 122300 / 124112 / 114 / 121100 / 122400 / 122800 / 134	
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"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
<input type="checkbox"/> Interlocal Agreement (between Governments).			
Contract Amount:(sum of original contract amount and any prior amendments): \$ 796,701		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 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.	
This Amendment Amount: \$ 100,000			
Total Amended Amount: \$ 896,701			
Summary of Scope: This contract provides funding for the Whatcom Homeless Service Center (WHSC), a centralized point of entry for homeless prevention and re-housing services for Whatcom County residents.			
Term of Contract:	6 months	Expiration Date:	06/30/2021
Contract Routing:	1. Prepared by:	JT	Date: 01/21/2021
	2. Health Budget Approval	KR/JG	Date: 02/09/2021
	3. Attorney signoff:	RB	Date: 02/09/2021
	4. AS Finance reviewed:	M Caldwell	Date: 02/09/2021
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:	JT	Date: 02/24/2021
	8. Council approved (if necessary):	AB2021-120	Date: 02/23/2021
	9. Executive signed:		Date:
	10. Original to Council:		Date:



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Opportunity Council – Whatcom Homeless Service Center Contract Amendment #1

DATE: February 24, 2021

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

▪ **Background and Purpose**

The Whatcom Homeless Service Center (WHSC) provides coordinated entry for the homeless housing system. The WHSC makes referrals to partner agencies for housing case management services, cultivates and maintains relationships with local landlords, and serves as liaison for homeless housing activities to the network of service providers and other community stakeholders. The purpose of this amendment is to increase funding by \$100,000 for emergency shelter in motels during the months of January and February for vulnerable households and individuals experiencing homelessness. This funding is expected to provide emergency shelter for 30-35 households.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$896,701, is provided by the Washington State Department of Commerce Consolidated Homeless Grant, the federal Emergency Solutions-CV Grant (CFDA 14.231), HB 2060 Low-Income Housing Funds, local document recording fees, the Veteran's Assistance Fund, and Whatcom County's COVID Response Fund. These funds are included in the 2021 budget. Council approval is required as additional funding exceeds 10% of the approved budget.

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

Encl.



Whatcom County Contract Number:

202012017 – 1

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

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

CONTRACT PERIODS:

Original: 01/01/2021 – 06/30/2021

Amendment #1: 01/01/2021 – 06/30/2021

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

DESCRIPTION OF AMENDMENT:

1. Amend Exhibit B – Compensation, to increase funding by \$100,000 for emergency shelter in motels for the months of January and February for vulnerable households and individuals experiencing homelessness; revised Exhibit B is attached.
2. Funding for the total contract period (01/01/2021 – 06/30/2021) is not to exceed \$896,701.
3. All other terms and conditions remain unchanged.
4. The effective start date of the amendment is 01/01/2021.

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: Anne Deacon 2/24/2021
Anne Deacon – Human Services Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by: Erika Lautenbach 2/24/2021
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: DocuSigned by: Royce Buckingham 2/24/2021
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

<u>DocuSigned by: Greg Winter</u>	Greg Winter, Executive Director	2/24/2021
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

DocuSigned by: Satpal Sidhu 2/24/2021
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Opportunity Council
1111 Cornwall Avenue
Bellingham, WA 98225
360-734-5121
Greg.Winter@oppco.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 \$896,701, is HB 2060, local document recording fees, Washington State Department of Commerce Consolidated Homeless and Emergency Solutions COVID-19 (CFDA 14.231) Grants, the Veterans Assistance Fund, and Whatcom County's COVID Response Fund. COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract period (01/01/21 – 06/30/21) is as follows:

Document Recording Fees, Veteran's and Consolidated Homeless Grant Funding		
Line Item	Documentation Required with Invoice	Budget
Project Manager	Expanded GL report for the period	\$18,696
HMIS Coordinator		\$12,875
Housing Retention Manager		\$20,236.50
Housing Resource Coordinator		\$34,428.50
50% Fringe Benefits Rate	Expanded GL based on federally approved fringe rate	\$50,118
Direct Program Space Costs	Expanded GL Report for the period	\$4,900
Direct Program Supplies, Telephone, Postage and Printing		\$2,700
Travel & Training	Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Receipts for meals are not required. For mileage Include name of traveler, dates, start & end point, and purpose. Receipts required for transportation costs, registration fees, etc. Lodging & meal costs follow federal guidelines (www.gsa.gov).	\$1,000
Rental Assistance	Expanded GL Report for the period plus documentation including client ID, payee, and amount of payment	\$85,623
Rental Assistance – Veteran's funds		33,660
Document Recording Fees, Veteran's Fund & CHG Subtotal:		\$264,237
ESG COVID-19 Funding		
RRH & Prevention Rental Assistance:		\$310,000
Rental assistance, rental arrears, late fees		
RRH & Prevention Other Financial Assistance (excludes volunteer incentives):		Expanded GL Report for the period plus documentation including client ID, payee, purpose and amount of payment.
Rent fees, security deposits, last month's rent	\$40,000	
Moving costs	\$10,000	
Utility deposits & payments	\$40,000	
Landlord incentives	\$10,000	
Total RRH & Prevention Other Financial Assistance		
Housing Stability Case Management:		\$10,000
Case Manager	\$6,667	
50% Fringe Benefit Rate	\$3,333	
Total Housing Stability Case Management		

HMIS Coordination:		
HMIS Coordinator	\$2,667	
50% Fringe Benefit Rate	\$1,333	
Total HMIS Coordination		\$4,000
Emergency Shelter Operations:		
Motel Vouchers		\$29,853
ESG COVID-19 Funding Subtotal		\$453,853
2060 funding		
Emergency Shelter Motel Assistance	Expanded GL Report for the period plus documentation including client ID, payee, and amount of payment.	\$11,066
2060 Funding Subtotal:		\$11,066
County COVID Response Fund – Indirect Expenses are Ineligible		
Emergency Shelter Motel Assistance	Expanded GL Report for the period plus documentation including client ID, payee, and amount of payment	\$100,000
COVID Response Fund Subtotal		\$100,000
Indirect and Admin. Expenses		
DRF & CHG Funding (12%)		\$29,857
2060 Admin (12%)		\$1,328
ESG-CV Funding (Admin. 7%)		\$31,770
Veteran's Fund (Admin. 12%)		\$4,590
TOTAL BUDGET:		\$896,701

** During this contract period, a minimum of 36% of Rental Assistance – CHG Funds - must be paid out to for-profit or nonprofit private landlords, as required by the Washington Department of Commerce.

All allocated direct costs must be based on approved cost allocation plan.

Changes to the line item budget that exceed 10% of the line item amount must be approved in writing by the County. Indirect and fringe benefit cost rates shall not be the current federally approved rates.

II. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above. Send invoice-related communication to Barbara Johnson-Vinna.
2. The Contractor shall submit the following monthly deliverables on time with truthful, accurate information:
 - a. 2019-2021 Report from HMIS included with the Invoice (section 2.3.3.1 of the CHG Guidelines)
3. The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@co.whatcom.wa.us.
4. 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.

This is not research and development.

5. 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.

6. 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.