

	WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. <u>202003013 – 3</u>
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Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing Program
Contract or Grant Administrator:	Anne Deacon
Contractor's / Agency Name:	Lighthouse Mission Ministries

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 #:	202003013	

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):	CFDA#:	21.016 / 21.019
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	202006003 / 201801023 / 202003011
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):	Contract Cost	134150 / 660430 /
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Center:	122700

Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.
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If YES, indicate exclusion(s) below: **This contract provides services to the County required as a result of an emergency. (COVID-19 pandemic)**

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|---|--|
| <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): \$ 295,900 This Amendment Amount: \$ 51,543 Total Amended Amount: \$ 347,443	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: <ol style="list-style-type: none"> Exercising an option contained in a contract previously approved by the council. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. Bid or award is for supplies. Equipment is included in Exhibit "B" of the Budget Ordinance Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
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Summary of Scope: This contract funds staffing for Whatcom County's Temporary Housing Facility necessary to respond to the COVID-19 outbreak.

Term of Contract:	9.5 Months	Expiration Date:	12/30/2020
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Contract Routing:	1. Prepared by:	JT	Date:	09/28/2020
	2. Health Budget Approval	KR/JG	Date:	10/29/2020/10/30/2020
	3. Attorney signoff:	RB	Date:	10/29/2020
	4. AS Finance reviewed:	M Caldwell	Date:	11/05/2020
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Submitted to Exec.:	JT	Date:	11/05/2020
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT AMENDMENT

PARTIES:

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

AND CONTRACTOR:

**Lighthouse Mission Ministries
910 W Holly Street
Bellingham, WA 98225**

AMENDMENT NUMBER: 1

CONTRACT PERIODS:

Original: 03/20/2020 – 08/10/2020

Amendment #2: 06/08/2020 – 10/31/2020

Amendment #1: 04/01/2020 – 08/10/2020

Amendment #3: 11/01/2020 – 12/30/2020

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 term of the contract through 12/30/2020.
2. Amend Exhibits A – Scope of Work to designate services provided between 03/20/20 through 10/31/20 as SOW (A) Emergency Shelter and Drop-in Center and services provided between 04/01/20 through 12/30/20 as SOW (B) Temporary Housing Facility; revised Exhibit A is attached.
3. Amend Exhibit B – Compensation, to increase funding by \$51,543 for the extended two month period for staffing only at Whatcom County's Temporary Housing Facility; revised Exhibit B is attached.
4. Funding for the total contract period (03/20/2020 – 12/30/2020) is not to exceed \$347,443.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 11/01/2020.

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: _____
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

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.

FOR THE CONTRACTOR:

Hans Erchinger-Davis, Executive Director		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

_____	_____
Satpal Singh Sidhu, County Executive	Date

CONTRACTOR INFORMATION:

Lighthouse Mission Ministries
Hans Erchinger-Davis, Executive Director
910 W Holly Street
Bellingham, WA 98225
(360) 733-5120
hans@thelighthousemission.org

Exhibit A – Amendment #3
(SCOPE OF WORK)

I. Background

The Lighthouse Mission Ministries (LMM) provides shelter for people experiencing homelessness in Whatcom County. In following Federal recommendations for social distancing related to the COVID-19 disease outbreak, expansion of the shelter is necessary to protect the health of Lighthouse Mission guests, employees, and volunteers. Providing adequate space to promote social distancing will aid the County in its public health efforts to decrease transmission of COVID-19 in the community. The LMM's Drop-in Center has been relocated temporarily to a larger facility ("Emergency Shelter") presently located at Bellingham High School and soon to be relocated to a commercial building in downtown Bellingham, in order to optimize the ability to provide social distancing among guests. Additional LMM personnel are required in order to ensure adequate staffing levels for operations in these new locations.

An additional emergency temporary facility (defined herein as the Whatcom County COVID-19 Temporary Housing Facility (formerly known as the Isolation and Quarantine Facility) "Facility") to house guests in need of isolation or quarantine who have no other option to accomplish such, has been established by the County's Unified Command to respond to the COVID-19 pandemic. Operations of the Facility is shared between SeaMar Community Health Centers via their GRACE (Ground-level Response and Coordinated Engagement) Program staff and Lighthouse Mission Ministries (LMM) staff. On-site staff are needed 24/7 when guests are residing to monitor and protect the Facility and the welfare of its guests, as well as to ensure that necessary daily operational issues are addressed ("Facility Services"). Accordingly, LMM will use its best efforts to provide this 24/7 staffing of the Facility by locating and recruiting appropriate personnel, as set forth below.

II. Statement of Work

A. Emergency Shelter and Drop-in Center (03/20/2020 – 10/31/2020):

The Lighthouse Mission (Contractor) will temporarily increase the number of additional personnel necessary to maintain efforts to ensure the safety and health of guests, employees, and volunteers during the COVID-19 disease outbreak. Additional personnel hired may be employees or contracted, determined by LMM at its sole discretion.

LMM staff will be on-site 24 hours per day at a level sufficient to provide adequate oversight and services and to maintain safety and security for people as well as the facility. Additional personnel needed include two staff to cover the hours from 7:00AM until 10:00PM, and one staff daily to cover the hours from 10:00PM until 7:00AM.

B. Whatcom County Temporary Housing Facility on Byron Street (Facility) (04/01/2020 – 12/30/2020):

Contractor (LMM) will oversee daily operations by providing staffing to the Facility. Contractor (LMM) will use its best efforts to provide temporary staffing necessary for the Facility services on-site 24/7 by locating and recruiting appropriate personnel. Facility staff provided by LMM will include a Supervisor who will be supported by the SeaMar Program Manager who will provide guidance and consultation as necessary for administration of the Facility.

The LMM Supervisor will assist in recruitment and hiring of staff, developing staffing schedules, and provide on-site guidance to staff. As needed the Supervisor will consult with SeaMar Program Manager on best practices for managing daily staff activities as well as any concerns or issues that may arise.

It is understood that compensation for the Facility staff hired by LMM may be at a higher rate than that paid to regular Emergency Shelter staff due to the potentially hazardous conditions present in working with Facility guests who may be COVID-19 positive. Personal protective equipment and other infection-control practices will be employed at all times, as necessary. The County will provide infection control guidelines for use by all staff at the Facility.

Staffing patterns and shifts will consist of no less than one LMM staff on-site during all hours of the day. It is expected that additional LMM personnel will be added as the Facility census increases. LMM will coordinate with SeaMar/GRACE on staffing levels and shifts to ensure consistent communication and coordination of activities, staff roles, supervision and other matters necessary to provide effective services and oversight of the Facility. As stated above, LMM shall assume no responsibility or liability for the Facility, which shall be the sole and exclusive responsibility of the County. County shall indemnify, hold harmless, LMM, its officers, directors, employees, and staff from and against any and all claims or damages alleged to arise out of any act, error or omission related to the Facility, which shall be the sole and exclusive responsibility of the County. County shall indemnify, defend and hold harmless LMM, its officers, directors, employees and staff from and against any and all claims or damages alleged to arise out of any act, error or omission related to the Facility except for such acts, errors or omissions that are the result of the willful misconduct or gross negligence of LMM.

SeaMar/GRACE will have staff available seven days weekly for consultation and guidance. Security services will be on-site and will be provided by a separate, private firm. SeaMar/GRACE will be responsible for coordinating all personnel assigned to the Facility, with assistance from the LMM Supervisor, and will attend to any concerns that may arise from having multiple employers working together at the same site/program.

The County or the owner of the motel housing units will be responsible for general repairs and maintenance as well as providing for utility services.

Following are duties expected to be provided by on-site LMM personnel, but are not inclusive and may be altered as programming requires. These tasks are intended to ensure the functioning of the daily operations of the Facility. It is not expected that LMM staff will provide any hands-on assistance with guests, but instead support guests with the following activities.

1. Assist with delivery and pick-up of daily meals to Facility.
2. Assist with linen exchanges and laundry services to Facility.
3. Assist with directing regular waste disposal from each housing unit.
4. Prepare vacant rooms that have been cleaned and sanitized for the next guest by making beds and providing towels and toiletries.
5. Assist with communication connections between guests and their healthcare providers if a resident is unable to accomplish this independently.
6. Guide and direct guests on appropriate behaviors that promote sufficient social distancing, isolation, quarantine, hygiene, and sanitation.
7. Coordinate with SeaMar/GRACE staff on issuance of motivational incentives to guests in an effort to encourage compliance with all infection-control practices and personal medical directives.
8. Coordinate with on-site services that may include sanitation of housing units upon discharge of a resident, security practices and concerns, on-site healthcare provision, and access/egress of the property/facility.
9. Assist coordination with guests to access help for housing unit issues that may include Wi-Fi access, repairs and maintenance, or communications problems that may arise.
10. Assist with and initiate as needed scheduling of on-site staff at the Facility.

The County will provide a manual of Policies and Procedures covering operational issues for the Facility that will be on-site and available as reference. It is expected that all personnel will follow the policies and procedures outlined, and work directly with the County on any concerns that may arise as a result. It is the County's goal to support SeaMar/GRACE, LMM, and their employees in the performance of their duties to the greatest extent possible.

LMM will work with the County to adjust the budget as necessary in order to assure optimal staffing levels.

The County shall reimburse Contractor all out-of-pocket costs associated with Contractor's hiring of additional personnel in accordance with the terms set forth in Exhibit B.

EXHIBIT "B" – Amendment #3
COMPENSATION

- I. **Source of Funding:** Funding for this contract may not exceed \$347,443. Funds under this Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund (CFDA 21.016) and the COVID-19 Housing Grant thru the Washington State Department of Commerce and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019). 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 is as follows:

Item	Documentation Required with Invoice	Budget
Personnel at the Isolation & Quarantine Facility	Expanded GL report for the period.	\$315,857
Indirect @ 10%		\$31,586
	TOTAL	\$347,443

In no instance shall the indirect cost exceed the limits established above.

II. **Invoicing:**

1. The Contractor shall submit itemized invoices by location 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. The Contract number shall be included on all billings or correspondence.
 - a. **Final invoices for expenses incurred between March – October must be received by November 15, 2020.**
 - b. **Final invoices for expenses incurred between November and December must be received by January 8, 2021.**
2. The Contractor shall submit invoices to HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:
I certify that the materials have been furnished, the services rendered, or the labor has been performed, as described on this invoice.
5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.