

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:

**202307017**

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing Program
Contract or Grant Administrator:	Chris D'Onofrio
Contractor's / Agency Name:	WA State Department of Commerce

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

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):	24-46108-35	CFDA#:
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		

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

Is this contract the result of a RFP or Bid process?	Contract Cost Center:	122300
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):

Is this agreement excluded from E-Verify?	No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
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If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> 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 checked="" type="checkbox"/> Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
\$ 10,543,379	
This Amendment Amount:	
\$	
Total Amended Amount:	

Summary of Scope: This grant provides resources to assist people who are experiencing or at risk of homelessness, to obtain and maintain housing stability.

Term of Contract:	2 Years	Expiration Date:	06/30/2025
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Contract Routing:	1. Prepared by:	JT	Date:	06/26/2023
	2. Attorney signoff:	RB	Date:	6/28/2023
	3. AS Finance reviewed:	A. Martin	Date:	06/28/2023
	4. IT reviewed (if IT related):		Date:	
	5. Contractor signed:	<input checked="" type="checkbox"/>	Date:	<b>7/28/23</b>
	6. Submitted to Exec.:	JT	Date:	07/12/2023
	7. Council approved (if necessary):	AB2023-444	Date:	07/11/2023
	8. Executive signed:	<input checked="" type="checkbox"/>	Date:	<b>7/13/23</b>
	9. Original to Council:		Date:	



**Interagency Agreement with  
Whatcom County Community Health and Human Services**

**through**  
Housing Division  
Homelessness Assistance Unit

**For**  
**Consolidated Homeless Grant (CHG)**

**Dated: July 1, 2023**



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**WHATCOM COUNTY  
CONTRACT NO.  
202307017**

**Face Sheet**

Contract Number: 24-46108-35

**Washington State Department of Commerce  
Housing Division  
Homelessness Assistance Unit (HAU)  
Consolidated Homeless Grant (CHG)**

<b>1. Contractor</b> Whatcom County Community Health and Human Services 509 Girard St. Bellingham, WA 98225		<b>2. Contractor Doing Business As (as applicable)</b>	
<b>3. Contractor Representative</b> Barbara Johnson-Vinna Housing Specialist (360) 778-9046		<b>4. COMMERCE Representative</b> Megan Kendig Grant Manager (360) 401-5149 megan.kendig@commerce.wa.gov <span style="float: right; padding-left: 20px;">1011 Plum Street SE Olympia, WA 98504-2525</span>	
<b>5. Contract Amount</b> \$10,543,379	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> July 1, 2023	<b>8. End Date</b> June 30, 2025
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A <span style="float: right; padding-left: 20px;"><b>ALN</b> N/A</span>	
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> 0002425-01	<b>12. UBI #</b> 371010246	<b>13. UEI #</b> N/A
<b>14. Contract Purpose</b> This grant provides resources to fund homelessness crisis response systems and to assist people who are experiencing or are at risk of homelessness to obtain or maintain housing.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: 2023-2025 CHG application and Budget workbook, CHG Guidelines (as they may be revised from time to time), Contractor Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" - Budget, Attachment "C" - CHG Guidelines Addendum for the HEN FCS Bridge funding.			
<b>FOR CONTRACTOR</b>   _____ Erika Lautenbach, Director  07/12/2023 _____ Date		<b>FOR COMMERCE</b>  <div style="border: 1px solid gray; border-radius: 5px; padding: 2px; width: fit-content; margin-bottom: 5px;">                     DocuSigned by:                        004AD9CB4364ED                 </div> _____ Corina Grigoras, Assistant Director Housing Division 7/28/2023   9:41 AM PDT _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

DS  
KK



**WHATCOM COUNTY:  
Recommended for Approval:**

Approved by email AB/JT 06/27/2023  
Ann Beck, Community Health & Human Services Manager      Date

**Approved as to form:**

Approved by email RB/JT 06/28/2023  
Royce Buckingham, Senior Civil Deputy Prosecutor      Date

**Approved:**  
Accepted for Whatcom County:

By: Satpal Singh Sidhu 07/13/2023  
Satpal Singh Sidhu, Whatcom County Executive      Date

**Washington State Department of Commerce**  
PO Box 42525  
Olympia, WA 98504-2525  
360-401-5149  
[Megan.Kendig@commerce.wa.gov](mailto:Megan.Kendig@commerce.wa.gov)

## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed the Contract Amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work. Contractor's compensation for services rendered shall be in accordance with Attachment B – Budget.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions to the single billing per month can be made by COMMERCE on a case-by-case basis.

When requesting reimbursement for expenditures made, Contractor shall submit all invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### **Invoices and End of Fiscal Year**

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

#### **Duplication of Billed Costs**

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will



be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

5. **SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. **INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

Additionally, the Contractor is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Subgrant activity but no less than \$1,000,000 per occurrence.

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

7. **ELIGIBLE USE OF FUNDS**

Funding awarded under this Contract may only be used for eligible activities and expenses described in the CHG Guidelines. These Guidelines are incorporated by reference.

8. **FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Contract Face Sheet
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – CHG Guidelines Addendum for the HEN FCS Bridge funding
- CHG Guidelines, incorporated by reference on the Face Sheet



## **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.



## **Attachment A: Scope of Work**

- A. Contractor shall commit to operating a high-performing crisis response system in their county by:
  - a. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.
  - b. Employing a progressive engagement service model.
  - c. Prioritizing households most likely to become homeless when using homelessness prevention rent assistance.
  - d. Being anti-racist leaders in their crisis response systems and facilitate partnerships among organizations that respond to the disproportionality in services and outcomes for communities that may not seek assistance from mainstream organizations.
  
- B. Contractor shall submit the following monthly deliverables on time with truthful, accurate information:
  - a. Invoice and Voucher Detail Worksheet for reimbursement due on the 20<sup>th</sup> of the month following the provision of services.
  
- C. Contractor shall submit the following deliverables on time with truthful, accurate information:
  - a. Local Homeless Housing Plan and Annual Report.
  - b. Annual County Expenditure Report/Homeless Housing Inventory including Point-In-Time Count information.
  - c. HEN Essential Needs Report.
  - d. Grantees shall commit to reporting quality timely HMIS data.
  
- D. Contractor shall comply with all of the requirements, policies and procedures in the Consolidated Homeless Grant Guidelines, including the Washington State Coordinated Entry Guidelines.
  
- E. Performance Requirements:
  - a. Housing Outcomes: For each intervention type funded by the Consolidated Homeless Grant, grantees must adopt the required housing outcome performance measure outlined in the Consolidated Homeless Grant Guidelines, Appendix D, Table A. Grantees must improve housing outcomes by making progress towards the statewide performance target.
  - b. Equitable Access: The race and ethnicity of households served are proportional to the numbers of people in need of services in each county. The performance measure for equitable access is in a testing period and there is no available baseline data. This contract period will serve to test the performance measure, gather baseline data and determine the performance target.
  
- F. Local Document Recording Fees (DRF) Support  
Funds are "for maintaining programs and investments" under local homeless housing plans and affordable housing under RCW 36.22.178. Allowable uses for these funds are for any allowable Consolidated Homeless Grant activity and any allowable activity pursuant to uses of local document recording fees.
  
- G. Inflation Increase  
Funding is to maintain current levels of homeless subsidies and services and to stabilize the homeless service provider workforce. Commerce expects grantees to prioritize salary increases or retention stipends for their homeless service provider workforce, and to the extent possible, offset other inflation costs. Allowable uses for these funds are for any allowable Consolidated Homeless Grant activity.



## Attachment B: Budget

Budget	Total
CHG Standard	
Admin	\$206,992.00
Rent	\$550,000.00
Facility Support	\$72,000.00
Operations	\$553,000.00
PSH CHF	
PSH CHF Rent/Fac Support	\$140,000.00
PSH CHF Operations	\$12,000.00
HEN (SFY 2024)	
HEN Admin 2024	\$177,848.00
HEN Rent/Fac Support 2024	\$1,618,654.00
HEN Operations 2024	\$744,192.00
HEN (SFY 2025)	
HEN Admin 2025	\$177,848.00
HEN Rent/Fac Support 2025	\$1,618,654.00
HEN Operations 2025	\$744,192.00
Eviction Prevention (SFY 23, 24, and 25)	
Eviction Prevention Admin	\$215,009.00
Eviction Prevention Rent	\$1,369,766.00
Eviction Prevention Operations	\$310,000.00
HEN FCS Bridge (SFY 2024)	
HEN FCS Bridge Admin 2024	\$9,579.00
HEN FCS Bridge Rent 2024	\$114,606.00
HEN FCS Bridge Operations 2024	\$20,168.00
HEN FCS Bridge (SFY 2025)	
HEN FCS Bridge Admin 2025	\$9,579.00
HEN FCS Bridge Rent 2025	\$114,606.00
HEN FCS Bridge Operations 2025	\$20,168.00
Inflation Increase (SFY 2024 and SFY 2025)	
Inflation Increase 2024	\$631,659.00
Inflationary Costs 2025	\$631,659.00
Local Document Recording Fees Support (SFY 2024 and SFY 2025)	
Local DRF Support 2024	\$240,600.00
Local DRF Support 2025	\$240,600.00
<b>TOTAL</b>	<b>\$10,543,379.00</b>



## **Attachment C:**

### **CHG Guidelines Addendum for the HEN FCS Bridge funding**

It's estimated that over one third of Foundational Community Supports (FCS) enrollees are eligible for Housing and Essential Needs (HEN). This new funding creates a bridge period of rent assistance for households enrolled in FCS, prioritizing households enrolled in Supportive Employment, who no longer have a HEN Referral from Department of Social and Health Services (DSHS) due to increased income or other changes in eligibility.

The applicable Consolidated Homeless Grant or System Demonstration Grant guidelines apply to this funding, with the following additions:

#### **Eligible Households**

- HEN households who no longer have a HEN Referral from DSHS. This includes:
  - Households who:
    - Are currently receiving HEN rent assistance.
  - Homeless and at-risk households who:
    - Received a HEN Referral within the last six months, but were not able to identify permanent housing.
    - OR
    - Received rent assistance in the past, but exited the program within the last six months.

#### **AND**

- Households enrolled in FCS. FCS households enrolled in the Supportive Employment should be prioritized.

#### **AND**

- Household income is at or below 80% Area Median Income.

#### **Allowable Expenses**

- Allowable expenses include Admin (7%), Rent, and Operations.
- Rent assistance, including arrears, is not to exceed nine (9) months in total.

#### **Housing Stability Plan**

- The housing provider must work with the household on a housing stability plan to secure affordable permanent housing with the knowledge that this funding expires June 30, 2025.

#### **HMIS**

- HMIS projects must be set up specifically for this funding and data entered accurately.



**Certificate Of Completion**

Envelope Id: 072884377AC74AA78802C2E58E1B7B76	Status: Completed
Subject: Complete with DocuSign: 24-46108-35_23-25 CHG_Whatcom_signed.pdf	
Division:	
Community Services and Housing	
Program: CHG	
ContractNumber: 24-46108-35	
DocumentType: Contract	
Source Envelope:	
Document Pages: 16	Signatures: 1
Certificate Pages: 2	Initials: 1
AutoNav: Enabled	
EnvelopeId Stamping: Enabled	
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	
	Envelope Originator:
	Megan Kendig
	1011 Plum Street SE
	MS 42525
	Olympia, WA 98504-2525
	megan.kendig@commerce.wa.gov
	IP Address: 198.239.106.186


**Record Tracking**

Status: Original 7/26/2023 4:36:07 PM	Holder: Megan Kendig megan.kendig@commerce.wa.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington State Department of Commerce	Location: DocuSign

**Signer Events**

Kathy Kinard  
Kathy.Kinard@commerce.wa.gov  
Security Level: Email, Account Authentication (None)

**Signature**



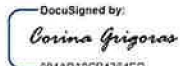
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**Timestamp**

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Signed: 7/27/2023 6:31:25 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Corina Grigoras  
corina.grigoras@commerce.wa.gov  
Housing Division AD  
Washington State Department of Commerce  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
Using IP Address: 198.239.10.220

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Viewed: 7/28/2023 9:41:27 AM  
Signed: 7/28/2023 9:41:33 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

Certified Delivery Events	Status	Timestamp
Jessica Simon jessica.simon@commerce.wa.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>VIEWED</b></div>	Sent: 7/26/2023 4:37:53 PM Viewed: 7/27/2023 6:11:01 AM
	Using IP Address: 147.55.134.61	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Barbara Johnson-Vinna bjjohnso@co.whatcom.wa.us Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 7/28/2023 9:41:34 AM Viewed: 7/28/2023 9:42:53 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	7/28/2023 9:41:33 AM
Completed	Security Checked	7/28/2023 9:41:34 AM

Payment Events	Status	Timestamps



**MEMORANDUM**

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Washington State Department of Commerce – Consolidated Homeless Grant  
**DATE:** July 12, 2023

Attached is a grant between Whatcom County and the Washington State Department of Commerce for your review and signature.

▪ **Background and Purpose**

The Consolidated Homeless Grant (CHG) provides resources to fund homelessness crisis response systems and to assist people who are experiencing homelessness or at imminent risk of homelessness to obtain or maintain housing. This grant supports the priorities outlined in the Whatcom County Plan to End Homelessness. Funding provided by this grant is passed through to partner agencies providing a wide variety of housing related services.

▪ **Funding Amount and Source**

This grant provides \$10,543,379 in funding for the 2023-2025 biennium. Council authorization is required as the funding provided by this amendment exceeds \$40,000, per WCC 3.06.010.

▪ **Differences from Previous Contracts**

This is a new grant agreement; however, Whatcom County has been receiving funds through the Consolidated Homeless Grant since 2012. Differences from the grant ending on 06/30/2023 (Whatcom County Contract #202107011), include:

Section	Purpose
<b>Special Terms &amp; Conditions</b>	Adds (#6) subgrant insurance requirements and (#8) fraud and other loss reporting requirements
<b>Attachment A – Scope of Work</b>	Adds: (A.c.) prioritization of households most likely to become homeless when using homelessness prevention rent assistance; (A.d.) a commitment to being anti-racist leaders in crisis response systems and facilitating partnerships among organizations that respond to the disproportionality in services and outcomes for communities that may not seek assistance from mainstream organizations; (E.) Performance Requirements for Housing Outcomes and Equitable Access (F.) Local Document Recording Fees Support – allows uses of these funds for any allowable CHG activity and any allowable activity pursuant to uses of local document recording fees;



	(G.) Inflation Increase – Requires prioritization of salary increases or retention stipends for the homeless service provider workforce and to offset other inflation costs.
<b>Attachment B – Budget</b>	Increase in funding for the 2023 – 2025 biennium by \$530,260 over the previous biennial budget (2021 – 2023)

Please contact Chris D’Onofrio, Housing & Homeless Services Supervisor at 360-778-6049 ([CDonofri@co.whatcom.wa.us](mailto:CDonofri@co.whatcom.wa.us)) or Kathleen Roy, Financial & Administrative Manager at 360-778-6007 ([KRoy@co.whatcom.wa.us](mailto:KRoy@co.whatcom.wa.us)), if you have any questions or concerns regarding this request.