

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202012021 – 8

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing	
Contract or Grant Administrator:		Chris D'Onofrio	
Contractor's / Agency Name:		Lydia Place	
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 #:		
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#: 14.231 / 21.027
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		202009003 / 202008014 / 202105020
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 Center: 122900 / 122800 / 138100 / 122200
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	20-53		
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):		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"> 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. 	
\$ 1,463,014			
This Amendment Amount:			
\$ 172,111.49			
Total Amended Amount:			
\$ 1,635,125.49			
Summary of Scope: This contract provides funding for motel rooms to be used as emergency housing for families experiencing unsheltered homelessness. This amendment increases funding for 2023 by \$172,111.49.			
Term of Contract:	1 Year	Expiration Date:	12/31/2023
Contract Routing:	1. Prepared by:	JT	Date: 02/06/2023
	2. Health Budget Approval	KR/JG	Date: 02/13/2023
	3. Attorney signoff:	RB	Date: 02/14/2023
	4. AS Finance reviewed:	A. Martin	Date: 2/24/2023
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):	AB2023-170	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

**WHATCOM COUNTY CONTRACT AMENDMENT
SHELTER GRANT**

PARTIES:

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

**AND CONTRACTOR:
Lydia Place
PO Box 28487
Bellingham, WA 98228**

CONTRACT PERIODS:

Original:	10/01/2020 – 12/31/2021	Amendment #5: 02/01/2022 – 12/31/2022
Amendment #1:	10/01/2020 – 12/31/2021	Amendment #6: 10/01/2022 – 12/31/2022
Amendment #2:	01/01/2021 – 12/31/2021	Amendment #7: 01/01/2023 – 12/31/2023
Amendment #3:	08/11/2021 – 12/31/2021	Amendment #8: 03/01/2023 – 12/31/2023
Amendment #4:	01/01/2022 – 12/31/2022	

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 Shelter Grant funding by \$172,111.49 to support the increased cost of motel rooms and the duration of time families are spending in motels while the Contractor seeks permanent housing solutions in a competitive, low-inventory market.
2. Funding for this contract period (01/01/2023 – 12/31/2023) is not to exceed \$573,129.49.
3. Funding for the total contract period (10/01/2020 – 12/31/2023) is not to exceed \$1,635,125.49.
4. All other terms and conditions remain unchanged.
5. The effective start date of the amendment is 03/01/2023.

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 Services Manager Date

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

APPROVAL AS TO FORM: _____
Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

Ashley Thomasson, Executive Director		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Lydia Place
PO Box 28487
Bellingham, WA 98228
Ashleyt@lydiaplace.org

EXHIBIT “B” – Amendment #8
(COMPENSATION)

I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$573,129.49 is the Washington State Department of Commerce Shelter Program, Consolidated Homeless and Emergency Solutions COVID-19 (CFDA 14.231) Grant, local Document Recording Fees (DRF), and Federal American Rescue Plan Act funds (CFDA 21.027). 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:

*Cost Description	Documents Required with Each Invoice	Budget
ESG-CV Funded Motel Rooms	GL Detail	\$187,032
**Indirect (ESG-CV Funding 7%)		\$13,092
ESG-CV Total		\$200,124
DRF Funding – Case Management and Supportive Services (Personnel)	GL Detail	\$5,358
**Indirect (DRF Funding @ 10%)		\$536
DRF Total		\$5,894
Shelter Grant Funding – Motel Rooms for Families with Children	GL Detail	\$183,737.72
**Indirect (Shelter Grant Funding @ 10%)		\$18,373.77
Shelter Grant Total		\$202,111.49
ARPA Funded Motel Rooms	GL Detail	\$150,000
**Indirect (ARPA Funding @ 10%)		\$15,000
ARPA Total		\$165,000
TOTAL		\$573,129.49

* The Contractor may transfer funds among budget line items in an amount up to 10% of the total budget. Changes to the line item budget that exceed 10% of the contract amount must be approved in writing by the County.

** In no instance shall indirect costs exceed the amounts indicated above.

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.
2. Contractor shall submit invoices to (include contract/PO#) 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 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 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.