

<b>WHATCOM COUNTY CONTRACT INFORMATION SHEET</b>		Whatcom County Contract No. <u>202003013 – 5</u>	
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? 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))	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Original Contract #: 202003013
Does contract require Council Approval? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If No, include WCC:	3.08.100(A)(6) **Under Declaration of Emergency**	
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#:	93.323
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):	201801023 / 202003011	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Contract Cost Center:	122700/ 660440
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.		
If YES, indicate exclusion(s) below: <b>This contract provides services to the County required as a result of an emergency. (COVID-19 pandemic)</b>			
<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): \$ 373,214		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.	
This Amendment Amount: \$ 103,088			
Total Amended Amount: \$ 476,302			
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:	14.5 Months	Expiration Date:	05/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 12/23/2020
	2. Health Budget Approval	KR/JG	Date: 01/06/2021
	3. Attorney signoff:	RB	Date: 01/08/2021
	4. AS Finance reviewed:	Bbennett	Date: 01/08/2021
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:	JT	Date: 02/10/2021
	8. Council approved (if necessary):	AB2021-052	Date: 02/09/2021
	9. Executive signed:		Date:
	10. Original to Council:		Date:



## **MEMORANDUM**

**TO:** Satpal Sidhu, County Executive

**FROM:** Erika Lautenbach, Director

**RE:** Lighthouse Mission Ministries – Emergency Temporary Shelter Contract Amendment #5

**DATE:** February 10, 2021

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Attached is a contract amendment between Whatcom County and Lighthouse Mission Ministries for your review and signature.

### ▪ **Background and Purpose**

The Lighthouse Mission provides shelter for people experiencing homelessness in Whatcom County. This contract provides funding for staff needed to provide oversight and assistance at Whatcom County's Temporary Housing (Facility), which is necessary for social distancing and public-health related concerns due to the COVID-19 disease outbreak. At the time amendment #4 was authorized by Council and approved by the County Executive, a source of funding to extend the contract beyond January 31<sup>st</sup> had yet to be identified. Funding from the Washington State Department of Health has since been identified and the purpose of this amendment is to extend the contract through May 31<sup>st</sup> and increase funding for the extended contract period.

### ▪ **Funding Amount and Source**

Funding for this extended contract period (02/01/2021 – 05/31/2021) may not exceed \$103,088 and funding for the entire contract period (03/20/2020 – 05/31/2021) may not exceed \$476,302. Funds under this contract are made available by the Washington State Department of Health Epidemiology & Laboratory Capacity (CFDA 93.323) Grant. Funding is also provided by the Department of Commerce COVID-19 Housing Grant. These funds are included in the 2021 budget. Council approval is not required per Whatcom County Code 3.08.100(A)(6) for contracts executed within the declaration of a county emergency.

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

Encl.



Whatcom County Contract No.  
202003013 – 5

**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**

**CONTRACT PERIODS:**

<b>Original:</b>	<b>03/20/2020 – 08/10/2020</b>	<b>Amendment #3:</b>	<b>11/01/2020 – 12/30/2020</b>
<b>Amendment #1:</b>	<b>04/01/2020 – 08/10/2020</b>	<b>Amendment #4:</b>	<b>12/31/2020 – 01/31/2021</b>
<b>Amendment #2:</b>	<b>06/08/2020 – 10/31/2020</b>	<b>Amendment #5:</b>	<b>02/01/2021 – 06/30/2021</b>

**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 05/31/2021.
2. Add the following language to the General Terms and Conditions of the original contract (page 6):

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to ensure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

3. Amend Exhibits A – Scope of Work to update the dates of services provided under SOW (B) Temporary Housing Facility (04/01/2020 – 05/31/2021); revised Exhibit A is attached.
4. Amend Exhibit B – Compensation, to reflect a budget for the extended contract period and update invoicing requirements; revised Exhibit B is attached.

5. Add Exhibit E – Special Terms and Conditions of Washington State Department of Health Epidemiology & Laboratory Capacity Grant (CFDA 93.323)
6. Funding for the extended contract period (02/01/2021 – 05/31/2021) is not to exceed \$103,088.
7. Funding for the total contract period (03/20/2020 – 05/31/2021) is not to exceed \$476,302.
8. All other terms and conditions remain unchanged.
9. The effective start date of the amendment is 02/01/2021.

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 2/10/2021  
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by: Erika Lautenbach 2/10/2021  
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: DocuSigned by: Royce Buckingham 2/10/2021  
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:

DocuSigned by: Hans Erchinger-Davis 2/10/2021  
Hans Erchinger-Davis, Executive Director Date  
Contractor Signature | Print Name and Title

FOR WHATCOM COUNTY:

DocuSigned by: Tyler Schroeder, Deputy Executive 2/10/2021  
Tyler Schroeder, Deputy County Executive Date

CONTRACTOR INFORMATION:

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

## **Exhibit A – Amendment #5** (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 – 05/31/2021):**

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 #5**  
**COMPENSATION**

- I. **Source of Funding:** Funding for this contract period (02/01/2021 – 05/31/2021) may not exceed \$103,088. 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 COVID-19 Housing Grant thru the Washington State Department of Commerce and the Washington State Department of Health Epidemiology & Laboratory Capacity Grant (CFDA 93.323). 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 Temporary Housing Facility	Expanded GL report for the period.	\$93,716
Indirect @ 10% - In no instance shall the indirect cost exceed this rate		\$9,372
<b>TOTAL</b>		<b>\$103,088</b>

Changes to the line item budget that exceed 10% of the line item amount, must be approved in writing by the County.

II. **Invoicing:**

1. The Contractor shall submit itemized invoices by location on a monthly basis in a format approved by the County. The Contract number shall be included on all billings or correspondence. **Final invoices for expenses incurred between February 1, 2021 and May 31, 2021 must be received by June 15, 2021.**
2. The Contractor shall submit invoices to [HL-BusinessOffice@co.whatcom.wa.us](mailto: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.



**“Exhibit E”**

(Special Terms and Conditions for Epidemiology & Laboratory Capacity Grant – CFDA #93.323)

The funds allocated for services performed under this contract are Washington State Department of Health funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements.

**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. “DOH” shall mean the Department of Health.
- C. “Contract” or “Agreement” means the entire written agreement between DOH 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” 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.
- 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.

**3. 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.

**4. 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.

**5. AUDIT**

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year.

**6. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

## **7. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

### **United States Laws, Regulations and Circulars (Federal)**

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subparts B through F.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

## **8. 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 maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment.

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.

## **9. 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.

## **10. 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.