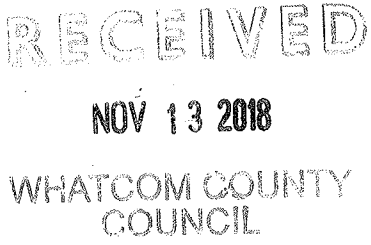


**WHATCOM COUNTY COUNCIL AGENDA BILL**

NO. AB2018-336

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	JT	10/17/18		11/20/18	Consent/Council
Division Head:	AD	10/19/18			
Dept. Head:	ADD	10/31/18			
Prosecutor:	[Signature]	11-2-18			
Purchasing/Budget:	[Signature]	11/6/18			
Executive:	[Signature]	11/9/18			

**TITLE OF DOCUMENT:**  
**Housing Case Management contract between Whatcom County and Lydia Place**

- ATTACHMENTS:**
1. Memo to County Executive
  2. Contract Information Sheet
  3. 2 Originals of Contract

SEPA review required? ( ) Yes ( X ) NO	Should Clerk schedule a hearing? ( ) Yes ( X ) NO
SEPA review completed? ( ) Yes ( ) NO	Requested Date:

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

This contract provides funding to Lydia Place for case management and supportive services to those individuals receiving rental subsidies through the Whatcom Homeless Service Center in order to improve housing stability and reduce homelessness in Whatcom County.

<b>COMMITTEE ACTION:</b>	<b>COUNCIL ACTION:</b>

Related County Contract #:	Related File Numbers:	Ordinance or Resolution Number:

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).



RECEIVED

NOV 7 - 2018

JACK LOUWS  
COUNTY EXECUTIVE

**MEMORANDUM**

**TO:** Jack Louws, County Executive

**FROM:** <sup>RD</sup> Regina A. Delahunt, Director

**RE:** Lydia Place – Housing Case Management Contract Amendment #3

**DATE:** October 30, 2018

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Enclosed are two (2) originals of a contract amendment between Whatcom County and Lydia Place for your review and signature.

▪ **Background and Purpose**

This contract funds the provision of housing case management services in association with the Whatcom Homeless Service Center. The purpose of this contract is to provide case management and supportive services to those individuals experiencing homelessness or who are newly housed, in order to improve housing stability and reduce homelessness in Whatcom County. The purpose of this amendment is to increase funding in the amount of \$18,700 for personnel and indirect fees to supplement an unanticipated need for additional case management for housing vulnerable adults and families with children in 2018.

▪ **Funding Amount and Source**

This contract is funded by document recording fees and the Behavioral Health Program fund in an amount not to exceed \$180,910 for the 2018 contract period and \$343,120 for the entire contract period (01/01/2017 – 12/31/2018). These funds are included in the 2018 budget. Council approval is required as funding for this amendment exceeds 10% of the current budget total.

Please contact Barbara Johnson-Vinna at extension #6046 if you have any questions regarding this agreement.

Encl.



**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

201611028-3

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing Program
Contract or Grant Administrator:	Barbara Johnson-Vinna
Contractor's / Agency Name:	Lydia Place

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes  No   
 Yes  No  If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201611028

Does contract require Council Approval? Yes  No  If No, include WCC: \_\_\_\_\_  
 Already approved? Council Approved Date: 12/6/16 (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes  No  If yes, grantor agency contract number(s): \_\_\_\_\_ CFDA#: \_\_\_\_\_

Is this contract grant funded? Yes  No  If yes, Whatcom County grant contract number(s): \_\_\_\_\_

Is this contract the result of a RFP or Bid process? Contract \_\_\_\_\_  
 Yes  No  If yes, RFP and Bid number(s): 16-47 Cost Center: 122200

Is this agreement excluded from E-Verify? No  Yes  If no, include Attachment D Contractor Declaration form.

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):  
 \$ 324,420  
 This Amendment Amount:  
 \$ 18,700  
 Total Amended Amount:  
 \$ 343,120

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: This contract provides funding for case management and supportive services to those individuals receiving rental subsidies through the Whatcom Homeless Service Center in order to improve housing stability and reduce homelessness in Whatcom County.

Term of Contract: 1 year Expiration Date: 12/31/18

Contract Routing:	1. Prepared by: <u>JT</u>	Date: <u>08/16/18</u>
	2. Attorney signoff: <u>RB</u>	Date: <u>10/25/18</u>
	3. AS Finance reviewed: <u>bbennett BB</u>	Date: <u>10/22/18</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: <u>10-26-18</u>
	6. Submitted to Exec.: _____	Date: <u>11-7-18</u>
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

COUNTY ORIGINAL

Whatcom County Contract No.

201611028-3

**WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION**

**Whatcom County # 201611028**

**PARTIES:**

Whatcom County  
Whatcom County Courthouse  
311 Grand Avenue  
Bellingham, WA 98225

**AMENDMENT NUMBER: 3**

**CONTRACT PERIODS:**

Original: 01/01/2017 – 12/31/2017  
Amendment #1: 08/01/2017 – 12/31/2017  
Amendment #2: 01/01/2018 – 12/31/2018  
Amendment #3: 01/01/2018 – 12/31/2018

**AND CONTRACTOR:**

Lydia Place  
PO Box 28487  
Bellingham, WA 98228

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

**DESCRIPTION OF EXTENSION:**

1. Revise Exhibit B to increase funding by \$18,700 for personnel and indirect fees; revised Exhibit B is attached.
2. Funding for this extended contract period (01/01/2018 – 12/31/2018) is not to exceed \$180,910.
3. Funding for the total contract period (01/01/2017 – 12/31/2018) is not to exceed \$343,120.
4. All other terms and conditions remain unchanged.
5. The effective start date of the extension is 01/01/2018.

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 EXTENSION HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS EXTENSION. Signature is required below.

APPROVAL AS TO PROGRAM: Anne Deacon 10/29/18  
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: Regina A. Delahunt 10/31/18  
Regina A. Delahunt, Health Department Director Date

APPROVAL AS TO FORM: Royce Buckingham 11-2-18  
Royce Buckingham, Civil Deputy Prosecuting Attorney Date

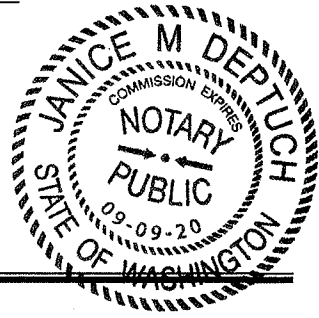
**FOR THE CONTRACTOR:**

Emily O'Connor | Emily O'Connor, Executive Director | 10/26/18  
Contractor Signature | Print Name and Title | Date

STATE OF WASHINGTON )  
COUNTY OF WHATCOM )

On this 26<sup>th</sup> day of October, 2018, before me personally appeared Emily O'Connor, to me known to be the Executive Director and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Janice M Deptuch  
NOTARY PUBLIC in and for the State of Washington  
Residing at 509 Gerard St  
My Commission expires: 9-9-20



**FOR WHATCOM COUNTY:**

\_\_\_\_\_  
Jack Louws, County Executive Date

STATE OF WASHINGTON )  
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
Residing at Bellingham.  
My Commission expires: \_\_\_\_\_

**EXHIBIT "B" – Amendment #3**  
(COMPENSATION)

i. **Source of Funding:** The source of funding for this contract, in the amount not to exceed \$180,910, is local document recording fees and the behavioral health program fund.

ii. **Allowable Cost Budget:** The 2018 budget for this 12-month contract is as follows:

<b>Cost Description</b>	<b>Documents Required Each Invoice</b>	<b>Budget</b>
Personnel-Case Managers, Housing Program Supervisor	Approved Composite Billing Rate Worksheet for each staff member and Timesheets for the period	\$142,836
Program specific Supplies and Postage	GL detail	868
Program specific Occupancy costs	GL detail	13,077
Mileage	Mileage log to include: name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the federal reimbursement rate (per <a href="http://www.gsa.gov">www.gsa.gov</a> ), and a brief description of the purpose of travel.	2,700
Program specific Utilities & phone	GL detail	2,933
Direct Service Staff Training	Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates ( <a href="http://www.gsa.gov">www.gsa.gov</a> ), specific to location. Receipts for meals are not required.	300
Professional Services	GL detail	1,750
	<b>SUBTOTAL</b>	<b>164,464</b>
Indirect Costs*	10%	16,446
	<b>TOTAL</b>	<b>180,910</b>

Changes to the line item budget that exceed 10% of the line item must be approved in writing by the County. Indirect costs shall not exceed 10%.

**III. 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. The Contractor shall submit invoices to (*include contract/PO #*):

Attention: Business Office – [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us)  
 Whatcom County Health Department  
 509 Girard Street  
 Bellingham, WA 98225

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.