BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

IN THE MATTER OF:	RESOLUTION NO. 21-405
APPROVE AGREEMENT BETWEEN LEWIS COUNTY AND EQUITY INSTITUTE TO PROVIDE FUNDS THROUGH THE HOUSING ASSISTANCE UNIT EVICTION RENTAL ASSISTANCE PROGRAM (ERAP 2.0) IN THE AMOUNT OF $325,254	

WHEREAS, the Lewis County Board of County Commissioners (BOCC) has reviewed Agreement #E03-0149-21 with Equity Institute to provide funds to be used to mitigate potential evictions by paying rents to landlords; and

WHEREAS, Equity Institution will create, design and implement targeted outreach and assistance connection to non-English speakers and other marginalized populations within Lewis County; and

WHEREAS, funding in the amount of $325,254 through the housing assistance unit Eviction Rental Assistance Program (ERAP 2.0) is provided for the period of October 1, 2021, through June 30, 2023; and

WHEREAS, it appears to be in the best public interest to authorize the execution of said contract.

NOW THEREFORE BE IT RESOLVED that Agreement #E03-0149-21 between Lewis County and Equity Institute to provide funds to be used to assist connection to non-English speakers and other marginalized populations in the amount of $325,254 from October 1, 2021, through June 30, 2023, is hereby approved and the Director of Public Health & Social Services is authorized to sign the same.

DONE IN OPEN SESSION this 23rd day of November, 2021.

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

Andrew Logerwell
By: Andrew Logerwell,
Senior Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Lindsey R. Pollock, DVM
Lindsey R. Pollock, DVM, Chair

ATTEST:

Sean D. Swope
Sean D. Swope, Vice Chair

Rieva Lester
Rieva Lester,
Clerk of the Lewis County Board of
County Commissioners

F. Lee Grose
F. Lee Grose, Commissioner

Executive Summary
Between
Equity Institute Contract # E03-0149-21
and
Lewis County Public Health & Social Services

Description

The purpose of the contract is to provide funding through the Washington State Department of Commerce, through the housing assistance unit Eviction Rental Assistance Program (ERAP 2.0), to mitigate potential evictions by paying rents to landlords. As per the guidelines, at least 5% of the grant total must be sub granted to By and For organizations to provide outreach and assistance to marginalized communities. As a By and For organization the Equity Institute will create, design and implement targeted outreach and assistance connecting non-English speakers and other marginalized populations within Lewis County, as a means to ensure equitable access to the available ERAP 2.0 funds.

Recommendation

Approve resolution

Budget Impact

Fund: 141H6540
Amount: $ 325,254.00

These funds were anticipated for the 2021 fiscal year

Duration: October 1, 2021- June 30, 2023

Cover Letter:
Emailed to Vincent Perez
vincent.perez@equity.institute

Submitted by: Justia Madrigal

LEWIS COUNTY
Washington's First County
est. 1845

Public Health & Social Services

360 NW North Street
Chehalis WA 98532

Professional Services Contract

Contract #: E03-0149-21
Contract Name: The Equity Institute ERAP 2.0

Preamble

1. **Purpose**
   This contract is entered into between Lewis County, hereinafter called County, and Equity Institute, hereinafter called Contractor, for the purpose of providing services and/or shelter for people experiencing or at risk of homelessness.

2. **Parties**
   Each party to this contract shall have a contract representative empowered to enter into this contract on behalf of their party. Each party may change its representative upon providing written notice to the other party. The parties' contract representatives for this contract are:

   For the County: Contract Officer
   Justia Madrigal
   justia.madrigal@lewiscountywa.gov
   (360) 880-6919

   For the Contractor: *Director*
   Vincent Perez
   Vincent.perez@equity.institute
   (318) 510-1936

3. **Authorization**
   Only the Lewis County Board of County Commissioners, Director of Lewis County Public Health & Social Services, or its designated Contract Officer identified herein, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing

and signed by the Lewis County Board of County Commissioners, Director of Lewis County Public Health & Social Services, or its Contract Officer.

4. Contract Term

The term of this contract shall commence and terminate as stated in Exhibit A: Statement of Work and Reporting Requirements attached hereto.

5. Contractor Representation

Contractor represents by signing this contract that it is qualified and possesses the necessary capabilities and sufficient skills, including technical and professional skills where required and has the necessary licenses and certifications to perform the services set forth in this contract.

6. Mutually Negotiated

County and Contractor acknowledge and by signing this contract agree that this contract has been mutually negotiated and agreed to by both parties.

Signatures

The terms and conditions of this contract, including all attachments and subsequent amendments, constitute the entire and exclusive understanding between the parties. Except as provided for in section 23 of this contract, no other understandings, writings, and communications, oral or otherwise, regarding the subject matter of this contract shall exist to bind the parties. The parties signing below represent they have read and understand this contract, and have the authority to execute this contract.

NOTE: In accordance with Resolution 16-344, this contract is subject to approval by the Lewis County Board of County Commissioners if the total dollar value identified in Exhibit B equals or exceeds $40,000 in one calendar year. The Lewis County Board of County Commissioners delegates contract approval authority to the Director of Lewis County Public Health & Social Services if the total dollar value identified in Exhibit B is less than $40,000 in any calendar year, subject to all provisions in Resolution 16-344.

For the County
Lewis County Public Health & Social Services
360 NW North Street
Chehalis, WA 98532

County signature: _____
JP Anderson, MSW
Public Health & Social Services Director

Date: 11.29.21

For the Contractor
The Equity Institute

Contractor signature: _____
Vincent Perez, CEO

Date: 10/15/2021

Approved as to Form
Jonathan Meyer
Prosecuting Attorney

By: _____

Attest:

_____
(Clerk of the Board)

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General Terms and Conditions

1. Scope of Contractor's Services

The Contractor agrees to provide to the County services, reports, and any material set forth in Exhibit A: Statement of Work and Reporting Requirements during the contract term. No material, labor, or facilities will be furnished by the County unless otherwise provided for in this contract.

2. Accounting and Payment for Contractor Services

Payment to the Contractor for services rendered under this contract shall be as set forth in Exhibit B: Budget, Invoicing and Contractor Payment attached hereto. Unless specifically stated in Exhibit B or approved in writing in advance by the Contract Officer for this contract, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The Contractor acknowledges that the entire compensation for this contract is specified in Exhibit B and the Contractor is not entitled to any County benefits including, but not limited to, vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees.

3. Assignment and Subcontracting

Unless otherwise provided for in this contract, no portion of this contract may be assigned or subcontracted to any other individual, form, or entity without the express and prior written approval of the Contract Officer.

Should the Contractor wish to subcontract, assign or delegate any or all of its rights or duties hereunder, it shall tender a detailed written request to the Contract Officer. Unless the Contractor receives written authorization to subcontract, assign, or delegate within 30 days, its request shall be deemed to have been denied.

If the County approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. The County, in its sole discretion, 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.

4. Independent Contractor

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein shall be construed to create a relationship of agent, employee, or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this contract.

The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the County.

The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, state or federal legislation which is now or may during the term of this contract be enacted as to all employees, agents or representatives of the Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work on this project.

The Contractor shall assume full responsibility for ensuring all staff members hired or subcontracted under this contract are eligible to work according to all applicable state and federal laws.

5. No Guarantee of Employment

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee an employment of the Contractor or any employee, agent or representative of the Contractor or any subcontractor, or any employee, agent or representative of any subcontractor by the County at the present time or in the futures.

6. Taxes

The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes. All compensation received by the Contractor will be reported to the Internal Revenue Service and Washington State Department of Revenue in accordance with federal and state regulations. The Contractor is solely liable for any tax obligation arising from the Contractor's performance of this contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this contract.

The County will pay sales and use taxes imposed on goods and services acquired hereunder as required by law. The Contractor shall pay all other taxes including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

7. Regulations and Requirements

This contract shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Special Terms and Conditions.

8. Public Records Law

The Contractor shall assist the County in fulfilling all obligations of the County under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington). In the event that the Contractor fails to fulfill its obligations pursuant to this section and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon the County for violation of the Public Records Act, Contractor shall indemnify the County for that penalty, as well as for all costs and attorney fees incurred by the County in the litigation giving rise to such a penalty. The obligations created by this section shall survive the termination of this contract.

9. Nondiscrimination

The Contractor or any employee, agent or representative of the Contractor or any subcontractor shall not discriminate against any person in the performance of this contract in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with Section 49.60.400 of the Revised Code of Washington.

The Contractor must comply with the American with Disabilities Act of 1990, Public Law 101-336, including but not limited to protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

10. Political Activity Prohibited

None of the funds provided under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or ballot measure. However, no person engaged to perform such services pursuant to this contract shall be precluded from devoting income derived from such services to any lawful political activity, or to the support of a candidate for public office or of a ballot measure.

11. Right to Review

This contract is subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this contract by whatever means are deemed expedient by the Contract Officer. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the contract and its performance, and any and all communications with or evaluations by service recipients under this contract.

12. Modifications

Either party may request changes in the contract. Any and all agreed modifications shall be in writing, signed by each of the parties.

13. Termination

Either party may terminate this contract upon 30 days' prior written notification to the other party. If this contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this contract prior to the effective date of termination.

14. Termination for Default

If the Contractor defaults by failing to perform any of the obligations of this contract or becomes insolvent, or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere.

Any extra cost of damage to the County resulting from such default(s) shall be deducted from any money due or coming to the Contractor. Any remaining deficiency shall be payable to the County by the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, as may be applicable under Exhibit A, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

15. Termination for Public Convenience

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. The County shall make a reasonable, equitable adjustment in the contract price for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

16. Suspension of Performance and Resumption of Performance

In the event of government closure, suspension or limitation of funding in any way after the effective date of this contract and prior to normal completion, the County may give notice to the Contractor to suspend performance as an alternative to termination. The County may elect to give written notice to the Contractor to suspend performance when the County determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this contract. Notice may include notice by facsimile or email to the Contractor's

Representative. The Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance. Notice may be contingent upon the occurrence or non-occurrence of a future event; *e.g.* the failure of the State of Washington to pass a budget by a date specified in the notice.

When the County determines that the funding insufficiency is resolved, the County may give the Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, the Contractor will give written notice to the County as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If the Contractor gives notice to the County that it cannot resume performance, the parties agree that the contract will be terminated retroactive to the original date of suspension of performance. If the date the Contractor gives notice it can resume performance is not acceptable to the County, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the County, the parties agree that the contract will be terminated retroactive to the original date of suspension of performance.

If the funding issue is not resolved, the County may terminate the contract under the "Termination for Convenience" clause.

17. Termination Procedures

After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:

i. Stop work under the contract on the date and to the extent specified in the notice;
ii. Place no further orders or subcontracts for materials, services, or facilities related to the contract;
iii. Assign to the County all of the rights, title, and interest of the contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the County; and
iv. Preserve and transfer any materials, contract deliverables and/or County property in the Contractor's possession as directed by the County.

Contractor shall not place extraordinary orders or subcontracts in anticipation of receiving a notice of termination, so as to circumvent section 17 (ii).

Upon termination, the County may withhold any amount due as the County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the county later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this contract or otherwise provided under law.

18. Defense and Indemnity Agreement

The Contractor shall defend, protect, and hold harmless the County or any officers or employees thereof, from and against all claims, suits, or action arising from any intentional or negligent act or omission of the Contractor or any employee, agent or representative of the Contractor or any subcontractor, while performing under the terms of this contract.

19. Insurance Coverage

The Contractor shall comply with all provisions described in Exhibit C: Insurance Coverage, attached hereto.

20. Resolution of Conflicts

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

i. Applicable federal and state statutes and regulations
ii. Special terms and conditions
iii. Exhibits
iv. General terms and conditions
v. Any other provision of this contract whether incorporated by reference or otherwise.

21. Disputes, Venue and Choice of Law

The County and the Contractor agree that any disputes that arise under or relating to this contract that cannot be resolved to the satisfaction of both parties shall be submitted to mediation before either party starts litigation in any form. An impartial third party acceptable to both the County and the Contractor will be appointed to mediate. Should the parties be unable to agree upon a mediator, then the dispute shall be mediated through the Washington Arbitration and Mediation Service, at its Tacoma office, and in accordance with the WAMS mediation rules. The County and the Contractor shall pay an equal percentage of the mediator's fees and expenses. The Contractor may not use any funds received under this contract to pay mediator's fees and expenses. The mediation shall be confidential in all respects, as allowed or required by law.

In the event that mediation does not resolve the dispute, the venue for any litigation arising under or relating to this contract shall be in the courts of the State of Washington in and for the County of Lewis. This contract shall be governed by the laws of the State of Washington, excepting only the choice of law rules of the State of Washington.

22. Records Maintenance

The Contractor shall maintain all 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 which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

Contractor shall retain such records for a period of seven (7) years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the seven- (7) year period, the records shall be retained for a period of seven (7) years after all litigation, claims, or audit findings involving the records have been finally resolved.

23. Contractor Commitments, Warranties and Representations

Any written commitment received from the Contractor concerning this contract shall be binding on the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this contract, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, process, Contractor's qualifications or experience, or options for future acquisition to remain in effect for a fixed period or warranties.

24. Recapture

In the event that the Contractor fails to perform services specified in this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the County reserves the right to recapture funds in an amount required to compensate the County for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the Contractor or refunds under this recapture provision shall occur within the timeframe specified by the County. In the alternative, the County may recapture such funds from payments due under this contract.

25. Patent/Copyright Infringement

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information, goods or documentation supplied by the Contractor infringes any patent or copyright. Contractor will pay all costs, penalties, fees, and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

i. That Contractor shall be notified promptly in writing by the County of any notice of such claim.
ii. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

26. Ownership and Use of Items Produced

Material produced in the performance of the work under this contract shall be "works made for hire" as defined by section 201(b) the U.S. Copyright Act of 1976 and shall be owned by the County. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys,

tapes, and/or training materials. County ownership includes the right to copyright, patent, register, and the ability to transfer these rights. All writings, programs, data, public records or other materials prepared by the Contractor or any employee, agent or representative of the Contractor or any subcontractor, in connection with the performance of this contract shall be for mutual use and shared between the Contractor and the County. The County agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefore to the extent such use is agreed to in writing by the Contractor.

A copy of all or a portion of material produced shall be submitted to the County upon request or at the end of the contract using the hardware, software, or other method specified by the County at the time of such request.

27. Confidentiality

The Contractor or any employee, agent or representative of the Contractor or any subcontractor shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this contract, except upon prior written consent of the Lewis County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorney's fees, and costs resulting from Contractor's breach of this provision.

28. Ethics/Conflicts of Interest

In performing under this contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 Revised Code of Washington), and any other applicable state or federal law related to ethics or conflicts of interest.

29. Information System Security

The Contractor shall protect and maintain all confidential information gained by reason of this contract against unauthorized use, access, disclosure, modification or loss. Personal and/or medical information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract.

30. Protection of Personal Information

The Contractor shall not use, publish, transfer, sell or otherwise disclose any confidential information gained by reason of this contract for any purpose that is not directly connected with the Contractor's performance of the services contemplated hereunder except as provided by law, received by the Contractor pursuant to section 8 of this contract or with the prior written consent of the individual or personal representative of the individual who is the subject of the personal information. Upon request by the County or at the end of the contract term, or when no longer needed, the Contractor shall return the confidential information or

certify in writing that the Contractor destroyed the information in a manner that cannot be reconstructed.

31. Certification of Work

All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

32. Contract Amendments

No amendment, modification or renewal shall be made to this contract unless set forth in a written Contract Amendment, signed by both parties. Work under a Contract Amendment shall not proceed until the County duly executes the Contract Amendment.

33. Notice

Except as set forth elsewhere in the contract, for all purposes under this contract, except service of process, notice shall be given by the Contractor to the Contract Officer, 360 NW North Street, Chehalis, WA 98532. Notice to the Contractor for all purposes under this contract will be given to the Contractor's address shown on the Signature Page attached hereto. Notices and other communications anticipated by this contract, *e.g.* a request to subcontract per section 3, may be hand-delivered by an agent of the party serving notice, delivered by courier (such as UPS or FedEx), or delivered by First Class Mail. A notice or communication hand-delivered or delivered by courier shall be deemed to be served when it is left with an officer, agent, or employee of the party to whom notice is due. A notice delivered by First Class Mail shall be deemed to be served three days (excluding Sundays and Postal Service holidays) after it is placed into a U.S. Postal Service collection box or left at a U.S. post office, providing postage has been fully prepaid.

34. Debarment Certification

The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract or any program agreement by any federal, state or local government or agency or by any special district. The Contractor also agrees to include the above requirement in all subcontracts into which it enters.

35. Severability

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

36. Conformance

If any provision of this contract violates any statute or rule of law of the state of Washington or of the United States of America, it is considered modified to conform to that statute or rule of law.

37. Waiver

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the party granting such a waiver.

38. Survival

The terms and conditions contained in this contract will survive the completion, cancellation, termination or expiration of the contract.

39. Entire Agreement

This written contract along with attached exhibits and the documents and terms incorporated herein by section 23 of this contract, represents the entire agreement between the parties.

Special Terms and Conditions

S-1. Applicable Regulations

The Contractor is required to comply with the requirements of the following referenced documents in performing services pursuant to this contract. The terms of each are incorporated by reference as part of this contract as fully as if set forth in full herein. Department of Commerce Guidelines located at https://www.commerce.wa.gov/serving-communities/homelessness/ and https://deptofcommerce.app.box.com/s/xxgujafuzvd176qltq84s8nsllitlep0/file/869973508472 contractor is responsible for any other updates per the above-listed websites to be implemented in their execution of services.

S-2. Written Policies and Procedures

Contractor must have written policies and procedures that align with the Department of Commerce Guidelines.

S-3. Allowable Costs

As allowed in the Department of Commerce Guidelines https://deptofcommerce.app.box.com/s/xxgujafuzvd176qltq84s8nsllitlep0/file/869973508472 section 6 in accordance to the specific contracted services category.
Contractor shall be reimbursed on a cost reimbursement basis. See Exhibit B The contractor shall not bill the County for services performed under the Contract, and the County shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by Lewis County or any other source, including grants, for that service.

S-4. Data Entry

All services must be entered into the Homeless Management Information System (HMIS) database within five days of service being provided.

S-5. Treatment of Client Property

Except as otherwise provided by court order, the Contractor shall assure that any client for whom the Contractor is providing services under the Contract shall have unrestricted access to the client's personal property. The Contractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's family, all the client's personal property.

S-6. Treatment of Assets

The Contractor shall take the following actions to secure the financial interest of the County in items purchased with funds awarded under this Contract.

i. The Contractor shall name the County as lien holder on certificates of title for motor vehicles.
ii. A non-expendable personal property inventory report shall also be submitted to the County as required. The County's interest in property purchased under this contract

and prior contracts from the same funding source is automatically transferred forward to the next contract year at the close of this contract period. The Contractor shall maintain records, perform inventories and maintain control systems to prevent loss, damage or theft of equipment, materials and supplies. A Contractor which is a nonprofit organization shall keep property records in accordance with OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies," for all purchases funded by this contract.

iii. In the event of loss, destruction or damage to any property purchased under this contract, the Contractor shall notify the County and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by the County, the Contractor shall surrender to the County all property purchased under this contract prior to settlement upon completion, termination or cancellation of this contract.

iv. The Contractor shall include these requirements in any subcontracts.

S-7 Corrective Action

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequence will apply:

i. The County will notify the Contractor in writing of the nature of the breach.

ii. The Contractor shall respond in writing within ten working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contractor into contract compliance, which date shall not be more than 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

iii. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;

iv. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section 14;

v. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

vi. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Sections 13, 14, and 15.

Exhibit A: Statement of Work and Reporting Requirements

The purpose of this **Statement of Work** is to detail the work to be performed by the Contractor and the methods and content for reporting progress by the Contractor in fulfilling all duties encompassed in this contract.

The term of this contract shall commence on October 1, 2021 and terminate on June 30, 2023.

The Contractor shall administer funds awarded hereunder, to support a variety of activities, including outreach services for rental assistance, and data collection and reporting, coordinated assessments, legislatively established priorities, and requirements for a local homeless plan. Activities shall include, but not be limited to, the following:

Task Number	Task/Activity/ Description	Deliverables/Outcomes	Reporting Requirement	Due Date
1	**Outreach**	• Create, design and implement targeted outreach to non-English speakers and other marginalized populations within Lewis County as a means to ensure equitable access to the available funds.	Submit outreach plan prior to implementing	As needed

Exhibit B: Budget, Invoicing, and Contractor Payment

The County shall pay an amount not to exceed $325,254.00 to the Contractor for work as described in Exhibit A, subject to conditions set forth in this Exhibit B: Budget, Invoicing, and Contractor Payment.

1. Budget Detail

By and For	$ 325,254.00
TOTAL	**$325,254.00**

2. Compensation

Payment to the Contractor for services rendered under this contract shall be as set forth in Exhibit B. Where Exhibit B requires payments by Lewis County, payment shall be made on a reimbursement basis, supported, unless otherwise provided in Exhibit B, by documentation of units of work actually performed (time sheets) and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and total dollar payment requested.

Costs allowable under this contract are actual expenditures according to an approved budget up to the maximum amount stated above. The Contractor shall use federal cost principles specified in OMB Circular A-110 "Cost Principles Applicable to Grants, Contracts and other Agreements" with non-profit organizations as applicable. The Contractor shall include this last paragraph in any subcontracts.

Line-item adjustments to the budget must be requested in writing by the Contractor 45 days prior to invoicing based on the requested adjustment(s). County will notify Contractor of approval or denial prior to invoice period.

The County may withhold reimbursement payment if the Contractor fails to submit required invoices and supportive documentation to the County. The Contractor's failure to submit invoices as specified is grounds for the County to terminate the contract as provided herein.

3. Invoice Timeframe

The Contractor shall submit invoices to the County Contract Officer identified herein or to other such person identified by the County Contract Officer by the 10th of each month. The Contractor shall submit a copy of their internal line-item budget tracking with their invoice for services.

4. Eligible Use of Funds

Funding awarded under this contract may only be used for activities described in Exhibit A.

5. Duplicate Payment

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other Lewis County contract, subcontract or funding from any other source.

6. Audit

i. General Requirements:

The Contractor is to procure audit services based on the following guidelines:

a. The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractor also maintains auditable records.
b. The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractor. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
c. As applicable, the Contractor shall be required to have an audit and must ensure all audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); including, but not limited to, the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.
d. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request

ii. State Fund Requirements:

Contractors expending $100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

a. Contractor agency name
b. State program name
c. BARS account number
d. County
e. County Contract number
f. Contract award amount including amendments (total Contract award)
g. Current year expenditures

iii. If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
iv. The Contractor shall include the above audit requirements in any subcontracts.
v. In all cases, the Contractor's financial records must be available for review by County.

7. Future Non-Allocation of Funds

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or

amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

8. Errors and Omissions Uncompensated

In the event of any errors or omissions by the Contractor in the performance of any work required under this contract, the Contractor shall make any and all necessary corrections without additional compensation.

Exhibit C: Insurance Coverage

The Contractor shall provide insurance coverage as set out in this Exhibit to protect the County should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this contract.

All required insurance shall be issued by an insurance company authorized to do business within the State of Washington. The insurance shall name the County and its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give the County thirty (30) calendar days advance notice of any insurance cancellation or modification.

The Contractor shall submit to the County within fifteen (15) calendar days of the Contract start date, proof of insurance identifying Lewis County as Primary, Non Contributory, additionally Insured, with endorsement(s) for additional insured as indicated below, which outlines the coverage and limits defined in this insurance section. During the term of the Contract, the Contractor shall submit renewal certificates with endorsements not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

1. **Commercial General Liability Insurance Policy**
   Provide a Commercial General Liability Insurance Policy, including grant liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Contract activity but no less than $1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. **Automobile Liability**
   In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor or its subcontractor, 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.

3. **Fidelity Insurance**
   Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

   i. The amount of fidelity coverage secured pursuant to this Contract shall be $100,000 or the highest of planned reimbursement for the Contract period, whichever is greatest.

Fidelity insurance secured pursuant to this paragraph shall name the Contractor as beneficiary.

ii. Subcontractors that receive $10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.

4. **Business Property**
The Contractor shall provide business property insurance adequate to repair, replace, or recreate any County-owned property in the possession of the Contractor, or data, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials produced by the Contractor or any subcontractors in the performance of the work under this contract.

5. **Industrial Insurance Waiver**
The Contractor shall comply with all applicable provisions of Title 51 Revised Code of Washington, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, County may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. County may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by County under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

6. **Volunteer Medical Protection**
Contractor shall provide any volunteer who performs any duties related to or covered by this contract with coverage at no cost to the volunteer for immediate, short-term, and long-term medical care that substantially matches employee coverage as described in Title 51 Revised Code of Washington.

Executive Summary
Between
Equity Institute Contract # E03-0149-21
and
Lewis County Public Health & Social Services

Description

The purpose of the contract is to provide funding through the Washington State Department of Commerce, through the housing assistance unit Eviction Rental Assistance Program (ERAP 2.0), to mitigate potential evictions by paying rents to landlords. As per the guidelines, at least 5% of the grant total must be sub granted to By and For organizations to provide outreach and assistance to marginalized communities. As a By and For organization the Equity Institute will create, design and implement targeted outreach and assistance connecting non-English speakers and other marginalized populations within Lewis County, as a means to ensure equitable access to the available ERAP 2.0 funds.

Recommendation

Approve resolution

Budget Impact

Fund: 141H6540
Amount: $ 325,254.00

These funds were anticipated for the 2021 fiscal year

Duration: October 1, 2021- June 30, 2023

Cover Letter:
Emailed to Vincent Perez
vincent.perez@equity.institute

Submitted by: Justia Madrigal

BOCC AGENDA ITEM SUMMARY

Resolution:

BOCC Meeting Date: Nov. 23, 2021

Suggested Wording for Agenda Item:

Agenda Type: Deliberation

Approve Agreement between Lewis County and Equity Institute to provide funds through the housing assistance unit Eviction Rental Assistance Program (ERAP 2.0) in the amount of $325,254

Contact: Tailor Arrington

Phone: 360-740-1148

Department: PHSS - Public Health & Social Services

Description:

Mitigate potential evictions by paying rents to landlords. Equity Institute will create, design, and implement targeted outreach and assistance connection to non-English speakers and other marginalized populations within Lewis County to ensure equitable access to the available ERAP 2.0 funds.

Approvals:

User	Status
Erik Martin	Pending
J.P. Anderson	Pending
PA's Office	Pending
Tammy Martin	Pending

Publication Requirements:

Publications:

Additional Copies:

Tailor Arrington, Justia Madrigal, Jill Nielson, Bryan Hall, Grace Jimenez, Michelle Sauter, Sherri Dokken, Kendra Garrison

Cover Letter To:

Emailed to Vincent Perez
vincent.perez@equity.institute