# Executive Summary
# County Program Agreement # H02-0175-22
# Between Housing Resource Center and
# Lewis County Public Health & Social Services

**Description**
This agreement is between Lewis County and Housing Resource Center to provide emergency shelter services to Lewis County community members who:

- **Are at imminent risk**- *An individual or family who will lose their primary night time residence within 14 days & no subsequent housing has been identified*
- **Literally homeless**- *An individual or family who lacks a fixed, regular, and adequate nighttime residence*

These services are part of Lewis County Public Health & Social Services five-year housing and homeless strategic plan to reduce the number of unhoused persons in Lewis County.

**Recommendation**
Approve resolution

**Budget Impact**
Fund: 104-618-000-000-341-27-00-00
Amount: **$40,459.00**

| | |
|---|---|
| Administration | $ 3,224.00 |
| Facility Support | $ 21,011.00 |
| Staffing | $ 16,224.00 |
| **TOTAL** | **$ 40,459.00** |

**Duration**
July 1, 2022 through October 31, 2022
These funds were anticipated for the 2022-2023 budget.

**Cover Letter**:
Ruth Gutierrez
*rgutierrez@hrclewiscounty.com*

**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 #: H02-0175-22**
**Contract Name: HRCShelter**

## Preamble

**1. Purpose**

This contract is entered into between Lewis County, hereinafter called County, and Housing Resource Center of Lewis County, 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) 740-1284*

For the Contractor: *Director*
*Ruth Gutierrez*
*rgutierrez@hrclewiscounty.com*
*(360) 736-5140*

**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: _____

Meja Handlen,
Interim Public Health & Social Services Director

Date: 9/1/22

**For the Contractor**
Housing Resource Center
PO Box 120
Centralia, WA. 98531

Contractor signature: _____

Ruth Gutierrez, Director
Housing Resource Center

Date: 8/2/22

**Approved as to Form**
Jonathan Meyer
Prosecuting Attorney

By: _____
Robert Bradley, DPA

Attest: _____
(Clerk of the Board)

SEAL OF LEWIS COUNTY, WASHINGTON BOARD OF COUNTY COMMISIONERS SINCE 1845 WASHINGTON'S 1ST COUNTY

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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/3rwdm9w1wdquncuucfbnubt0aqhsd0wf 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/3rwdm9w1wdquncuucfbnubt0aqhsd0wf section 2.2.2 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 July 1, 2022 and terminate on October 31, 2022.

The Contractor shall administer funds awarded hereunder, to support a variety of activities, including services related to providing Emergency Shelter services to community members experiencing homelessness within Lewis County, 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 | **Emergency Shelter low barrier** | Develop and maintain a low barrier shelter (CHG Guidelines 2.1.3) compliant with Dept. of Commerce:<br>• Low barrier projects have realistic and clear expectations.<br>• Rules and policies are narrowly focused on maintaining a safe environment and avoiding exits to homelessness.<br>• Low barrier projects do not have work or volunteer requirements.<br>• Projects that require households to pay a share of rent allow reasonable flexibility in payment.<br>• Households are not terminated from the project for the following reasons: Failure to participate in supportive services or treatment programs, failure to make progress on a housing stability plan<br>• Alcohol and/or substance use, while not on shelter grounds, in and of itself is not considered a reason for termination | 1. Describe efforts towards development of the low-barrier shelter<br>2. Describe efforts to maintain low-barrier shelter<br>3. Provide number of entries and exits into shelter | Monthly<br>Monthly<br>Monthly |

| | | | | |
|---|---|---|---|---|
| **2** | **Coordinated Entry** | • Collaborate with the local CE lead to send/receive referrals to/from the CE Dynamic Prioritization List | 4. Provide number of available beds | Every Wednesday by 4 pm |
| **3** | **HMIS Data Entry** | • All client data, case notes, housing status updates, etc. must be entered into HMIS within 5 days of the date the service was provided. | 5. Within 5 days of service provided | Monthly |

## Exhibit B: Budget, Invoicing, and Contractor Payment

The County shall pay an amount not to exceed $ 40,459.00 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

| | |
|---|---|
| Administration | $ 3,224.00 |
| Facility Support | $ 21,011.00 |
| Staffing | $ 16,224.00 |
| **TOTAL** | **$ 40,459.00** |

### 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.

# BOCC AGENDA ITEM SUMMARY

**Resolution:**

**BOCC Meeting Date:** Aug. 30, 2022

**Suggested Wording for Agenda Item:**

**Agenda Type:** Deliberation

Approve contract H02-0175-22 between Housing Resource Center and Lewis County Public Health and Social Services

**Contact:** Lindsey Shankle

**Phone:** 3607401424

**Department:** PHSS - Public Health & Social Services

## Description:

This agreement is between Lewis County and Housing Resource Center to provide emergency shelter services to Lewis County community members who:

- Are at imminent risk- An individual or family who will lose their primary night time residence within 14 days & no subsequent housing has been identified
- Literally homeless- An individual or family who lacks a fixed, regular, and adequate nighttime residence

These services are part of Lewis County Public Health & Social Services five-year housing and homeless strategic plan to reduce the number of unhoused persons in Lewis County.

## Approvals:

| User | Status |
|---|---|
| Meja Handlen | Pending |
| PA's Office | Approved |

## Publication Requirements:

**Publications:**

## Additional Copies:

Justia Madrigal, Bryan Hall

## Cover Letter To:

Ruth Gutierrez,
rgutierrez@hrclewiscounty.com

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**
**LEWIS COUNTY, WASHINGTON**

| **IN THE MATTER OF:** | RESOLUTION NO. 20-433 |
|---|---|
| APPROVE AGREEMENT BETWEEN LEWIS COUNTY AND HOUSING RESOURCE CENTER TO PROVIDE FUNDS FOR EMERGENCY SHELTER SERVICES IN THE AMOUNT OF $199,000 | |

**WHEREAS**, the Board of County Commissioners (BOCC), Lewis County, Washington, has reviewed Agreement, #H02-0111-20, with Housing Resource Center (HRC) to provide funds for emergency shelter services as part of Lewis County's five-year housing and homeless strategic plan; and

**WHEREAS**, funding in the amount of $199,000 is provided for the period of November 1, 2020 through June 30, 2022; 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, #H02-0111-20 between Lewis County and HRC to provide funds to be used for emergency shelter services in the amount of $199,000 from November 1, 2020 through June 30, 2022 is hereby approved and the Director of Public Health & Social Services is authorized to sign the same.

DONE IN OPEN SESSION this 30th day of November, 2020.

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

Amber Smith
By: Amber Smith,
Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Gary Stamper
Gary Stamper, Chair

Edna J. Fund
Edna J. Fund, Vice Chair

Robert C. Jackson
Robert C. Jackson, Commissioner

ATTEST:

SEAL OF LEWIS COUNTY, WASHINGTON BOARD OF COUNTY COMMISSIONERS SINCE 1845

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

# Executive Summary
# County Program Agreement # **H02-0111-20**
# Between Housing Resource Center and
# Lewis County Public Health & Social Services

**Description**

This agreement is between Lewis County and Housing Resource Center to provide emergency shelter services in Lewis County. These services are part of Lewis County Public Health & Social Services five-year housing and homeless strategic plan to reduce the number of unhoused persons in Lewis County.

**Recommendation**

Approve resolution

**Budget Impact**

Fund: 104-618-000-000-341-27-00-00
Amount: $199,000

**Duration**

November 1, 2020 through June 30 2022
These funds were anticipated for the 2021-2022 budget.

**Cover Letter**:

Ruth Gutierrez
*rgutierrez@hrclewiscounty.com*

**Submitted by:** Meja Handlen

LEWIS COUNTY
Washington's First County
est. 1845

Public Health & Social Services

360 NW North Street
Chehalis WA 98532

# Professional Services Contract

**Contract #: H02-0111-20 HRCShelter**
**Contract Name: Housing Resource Center Emergency Shelter**

## Preamble

**1. Purpose**

This contract is entered into between Lewis County, hereinafter called County, and Housing Resource Center of Lewis County, 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
*Meja Handlen*
*meja.handlen@lewiscountywa.gov*
*(360) 740-1234*

For the Contractor: *Director*
*Ruth Gutierrez*
*rgutierrez@hrclewiscounty.com*
*(360) 736-5140*

**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 Interim Director

Date: 11.30.2020

**For the Contractor**
Housing Resource Center
PO Box 120
Centralia, WA. 98531

Contractor signature: _____
*Ruth Gutierrez, Director*

Date: 11/17/20

**Approved as to Form**
Jonathan Meyer
Prosecuting Attorney

By: _____

Attest:

_____
(Clerk of the Board)

SEAL OF LEWIS COUNTY, WASHINGTON BOARD OF COUNTY COMMISSIONERS SINCE 1845 WASHINGTON'S 1ST COUNTY

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APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

Robert Bradley
By: Robert Bradley,
Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

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

Sean D. Swope
Sean D. Swope, Vice Chair

ATTEST:

SEAL OF LEWIS COUNTY, WASHINGTON BOARD OF COUNTY COMMISSIONERS SINCE 1845

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

F. Lee Grose
F. Lee Grose, Commissioner

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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/consolidated-homeless-grant/ and https://deptofcommerce.app.box.com/s/sddzidhjln9zvb2zao5fes3rpwbc399o. The 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/sddzidhjln9zvb2zao5fes3rpwbc399o section 5 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 November 1 2020 and terminate on June 30, 2022.

The Contractor shall administer funds awarded hereunder, to support a variety of activities, including operations of time-limited housing units, 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 | **Emergency Shelter low barrier** https://deptofcommerce.app.box.com/s/sddzidhjln9zvb2zao5fes3rpwbc399o | Develop and maintain a low barrier shelter compliant with Dept. of Commerce mandate:<br>• Low barrier projects have realistic and clear expectations.<br>• Rules and policies are narrowly focused on maintaining a safe environment and avoiding exits to homelessness.<br>• Low barrier projects do not have work or volunteer requirements.<br>• Projects that require households to pay a share of rent allow reasonable flexibility in payment.<br>• Households are not terminated from the project for the following reasons: Failure to participate in supportive | 1. Describe efforts towards development of the low-barrier shelter<br>2. Describe efforts to maintain low-barrier shelter<br>3. Provide number of entries and exits into shelter<br>4. Provide number of available beds | Monthly<br>Monthly<br>Monthly<br>Every Wednesday by 4 pm |

| | | | | |
|---|---|---|---|---|
| | | services or treatment programs Failure to make progress on a housing stability plan<br>• Alcohol and/or substance use, while not on shelter grounds, in and of itself is not considered a reason for termination | | |
| 2 | **Provide technical assistance to local agencies onboarding into the Coordinated Entry system** | Consult with agencies November 1 2020 through December 31 2020 onboarding to the Coordinated Entry system by providing:<br>• Historical Data<br>• Prioritization Lists<br>• Outreach logs<br>• Assist in the purchasing of supplies to be utilized for the point in time count and other engagement activates | 1. Describe efforts made to ensure transition of Coordinated Entry services to on boarding agencies.<br>2. Provide receipts for supplies purchased and provided to the onboarding agency | Monthly<br><br>Monthly |

## Exhibit B: Budget, Invoicing, and Contractor Payment

The County shall pay an amount not to exceed $199,000 to the Contractor for work as described in Exhibit A, subject to conditions set forth in this Exhibit B: Budget, Invoicing, and Contractor Payment. Housing Resource Center acknowledges and understands that any unspent allocations shall be reclaimed by Lewis County Public Health & Social Services at the end of the terms of this agreement.

**1. Budget Detail** **20**
**Months**

| | |
|---|---|
| Administration | 12,880 |
| Facility Support | 90,000 |
| Staffing | 81,120 |
| Coordinated Entry Consultations Services and supplies (only billable 11/1/20-12/31/20) | 15,000 |
| **TOTAL** | **$ 199,000** |

**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.

# BOCC AGENDA ITEM SUMMARY

**Resolution:**

**BOCC Meeting Date:** Nov. 30, 2020

**Suggested Wording for Agenda Item:**

**Agenda Type:** Deliberation

Approve Agreement between Lewis County and Housing Resource Center to provide funds for emergency shelter services in the amount of $199,000

**Contact:** Sandi Andrus

**Phone:** 740-1148

**Department:** PHSS - Public Health & Social Services

## Description:

Provide emergency shelter services to people in Lewis County. These services are part of Lewis County Public Health & Social Services five-year housing and homeless strategic plan to reduce the number of unhoused persons in Lewis County.

## Approvals:

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

## Publication Requirements:

**Publications:**

## Additional Copies:

Sandi Andrus, Meja Handlen, Stacey Loflin, Suzette Smith, Kaity Nissell, Grace Jimenez, Michelle Sauter, Michelle Sabin

## Cover Letter To:

Ruth Gutierrez:
rgutierrez@hrclewiscounty.com