LEWIS COUNTY
Washington's First County
est. 1845

Public Health & Social Services

360 NW North Street
Chehalis WA 98532

Memorandum of Understanding

Memorandum of Understanding #: GatherShelterCM
Memorandum of Understanding Gather Shelter Case management

This Memorandum of Understanding is entered into by and between Lewis County Public Health & Social Services, herein after referred to as county, and Gather Church, herein after referred to as Gather.

Preamble

Purpose

The purpose of this Memorandum of Understanding ("MOU") is to have Gather oversee, administer, and manage case management, prevention and support services for persons utilizing homeless shelter services, and it would be in the best interest of the citizens within the respective jurisdictions to enter into an MOU to provide services.

Recitals

WHEREAS, COVID-19, a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19, beginning January 27, 2020; and

WHEREAS, on February 29, 2020, Washington Governor Jay Inslee declared a state of emergency in response to the continued and growing threat presented by COVID-19; and

O 360.740.1223 F 360.740.1438 TDD 360.740.1480

JP Anderson, M.S.W. Director
Rachel Wood, M.D., M.P.H. Health Officer

WHEREAS, on March 13, 2020, the Lewis County Board of County Commissioners declared a present emergency which necessitates activation of the Lewis County Comprehensive Emergency Management Plan (CEMP) and utilization of emergency powers granted pursuant to RCW 36.40.180 and RCW 38.52.070(2); and

WHEREAS, it is in the best interest of Lewis County to work with local organizations and businesses to coordinate acquiring necessary supplies for prevention, detection, treatment, and eradication of COVID-19.

WHEREAS, the parties agree to proceed as outlined herein and enter into the herein Memorandum of Understanding as a voluntary and mutually beneficial understanding.

Witnesseth

NOW THEREFORE, in consideration of the mutual benefits and covenants hereafter contained, the parties agree hereto as follows:

General Terms and Conditions

1. Scope of County and Gather's Services

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

2. Accounting and Payment for Services

Payment to County and Gather for services rendered under this MOU 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 MOU Representative for this MOU, County and Gather will not reimburse the other for any costs or expenses incurred outside the performance of this MOU.

County and Gather acknowledges that the entire compensation for this MOU is specified in Exhibit B and County and Gather are 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 County employees outside of their respective entitlements and obligations.

3. Assignment and Subcontracting

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

4. Administration

This Memorandum of Understanding does not create a separate entity. This MOU shall be jointly administered by County and Gather.

5. Regulations and Requirements

This MOU 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.

6. Public Records Law

Each Party will fulfill their independent obligations, separately, under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington). In the event one Party 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 other Party for violation of the Public Records Act, the failing Party shall indemnify the other for that penalty, as well as for all costs and attorney fees incurred by the other Party in the litigation giving rise to such a penalty. The obligations created by this section shall survive the termination of this MOU.

7. Political Activity Prohibited

None of the funds provided under this MOU 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 MOU 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.

8. Right to Review

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

9. Modifications

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

10. Termination

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

11. Termination for Public Convenience

Either Party may terminate the MOU, in whole or in part, whenever the terminating Party determines, in its sole discretion that such termination is in the interests of the terminating Party. Whenever the MOU is terminated in accordance with this paragraph, the non-terminating Party shall be entitled to payment for actual work performed at unit MOU prices for completed items of work. The terminating Party shall make a reasonable, equitable adjustment in the MOU 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 MOU by Party at any time during the term for convenience, shall not constitute a breach of MOU by the terminating Party.

15. 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 MOU and prior to normal completion, Parties may give notice to the other Party to suspend performance as an alternative to termination. Parties may elect to give written notice to the other Party to suspend performance when the Party determines 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 MOU. Notice may include notice by facsimile or email to the MOU's Representative. The Parties 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 Parties determine that the funding insufficiency is resolved, the Parties may give written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, the Parties will give written notice to the other as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Parties give notice that they cannot resume performance, the Parties agree that the MOU will be terminated retroactive to the original date of suspension of performance.

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

16. Defense and Indemnity MOU

Either Party shall defend, protect, and hold harmless the other Party 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 other Party or any employee, agent or representative of the other Party or any subcontractor, while performing under the terms of this MOU.

17. Insurance Coverage

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

18. Resolution of Conflicts

In the event of an inconsistency in this MOU, 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 MOU whether incorporated by reference or otherwise.

19. Disputes, Venue and Choice of Law

Both Parties agree that any disputes that arise under or relating to this MOU 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 Gather 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. Each Party shall pay an equal percentage of the mediator's fees and expenses. Either Party may not use any funds received under this MOU 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 MOU shall be in the courts of the State of Washington. This MOU shall be governed by the laws of the State of Washington, excepting only the choice of law rules of the State of Washington.

20. Records Maintenance

Each Party shall maintain all books, records, documents, data and other evidence relating to this MOU 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 MOU. Both Parties 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.

21. Recapture

In the event a Party fails to perform services specified in this MOU in accordance with state laws, federal laws, and/or the provisions of this MOU, the other Party reserves

the right to recapture funds in an amount required to compensate the other Party for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the failing Party or refunds under this recapture provision shall occur within the timeframe specified by the other Party. In the alternative, the other Party may recapture such funds from payments due under this MOU.

22. Confidentiality

Both Parties or any employee, agent or representative of the Parties or any subcontractor shall maintain the confidentiality of all information provided or acquired by the Parties in performance of this MOU, except upon prior written consent of the Attorneys for each Party or an order entered by a court after having acquired jurisdiction over the Parties. Each Party shall indemnify and hold harmless the other Party, 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 a Party's breach of this provision.

23. Ethics/Conflicts of Interest

In performing under this MOU, both Parties will 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.

24. Information System Security

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

25. MOU Amendments

No amendment, modification or renewal shall be made to this MOU unless set forth in a written Memorandum of Understanding Amendment, signed by both parties. Work under an Memorandum of Understanding Amendment shall not proceed until both Parties duly executes the Memorandum of Understanding Amendment.

26. Severability

If any term or condition of this MOU 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 MOU are declared severable.

27. Conformance

If any provision of this MOU 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.

28. Waiver

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

29. Survival

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

39. Entire MOU

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

40. Parties

Each party to this MOU shall have an MOU representative. Each party may change its representative upon providing written notice to the other party. The parties' MOU representatives for this contract are:

For the County: Contract Officer
Meja Handlen
meja.handlen@lewiscountywa.gov
(360) 740-1234

For the Contractor:
Cole Meckle
(360) 827-0264
cole@gatherchurch.com

41. Authorization

Only the Lewis County Board of County Commissioners, Director of Lewis County Public Health & Social Services, or its designated MOU Representative identified herein, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this MOU. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this MOU 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 MOU Representative.

Only Gather, or its designated MOU Representative identified herein, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this MOU with respect to the rights and responsibilities of Gather. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this MOU is not effective or binding unless made in writing and signed Gather, or its MOU Representative.

IN WITNESS THEREOF, this executed on _____ day of _____, 2020.

Accepted:
LEWIS COUNTY
Public Health and Social Services

_____

JP Anderson, MSW
Director LCPHSS

Dated: _____

Accepted:
Gather Church

_____

Cole Meckle
Gather Church

Dated: _____

APPROVED AS TO FORM:
JONATHAN MEYER
Prosecuting Attorney

_____

Amber Smith, WSBA# 53121

COUNSEL

_____

_____, WSBA# _____

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Chehalis WA 98532

Exhibit A: Statement of Work and Reporting Requirements

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

The term of this MOU shall commence on November 1, 2020 and terminate on June 30, 2022.

Gather 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	**Outreach** https://deptofcommerce.app.box.com/s/h36q4baotimcemk1egu3r9ohpmswzqfe/file/733025015201	• Create, design and implement targeted outreach regarding how to prevent, prepare for, and respond to the Coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19.	Report including: 1. Outreach Action Plan 2. Outreach activities that include date, time and location	December 15th Monthly

		• Must be county wide and have a focus on marginalized populations within Lewis County as a means to ensure equitable access to the available funds.		
2	As part of the Lewis County 5-year Housing and Homeless Strategic plan and the COVID-19 pandemic, provide peer case management services to persons utilizing emergency shelter services in Lewis County	• Assist persons utilizing emergency shelter in identifying services and activities that promote recovery and lead to increased meaning and purpose. • Assist individuals and families utilizing emergency shelter in developing their own goals. • Promote personal responsibility for recovery. • Assist persons utilizing emergency shelter in a wide range of services to regain control and success in their own lives, such as developing supportive relationships, self-advocacy, stable housing, education and employment. • Serve as an advocate.	Number of contacts made	Monthly
3	As part of the Lewis County 5-year Housing and Homeless Strategic plan and the COVID-19 pandemic, provide emergency homeless prevention services in Lewis County that will assist in mitigating the spread of COVID 19	Provide prevention services that include but are not limited to: housing search and placement, housing stability case management, landlord-tenant mediation, • Rental Assistance: rental assistance and rental arrears • Financial assistance: 1. rental application fees, security and utility deposits, 2. utility payments, 3. last month's rent, 4. moving costs • Services: 1. housing search and placement, housing stability	Entry of services into HMIS system within 5 days of service date	ongoing

		case management, landlord-tenant mediation, 2. tenant legal services, 3. credit repair (The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in their current housing or move into other permanent housing and achieve stability in that housing.)		
4	**HMIS data entry**	Enter participants into the HMIS database within 5 days of each contact	LCPHSS will review HMIS entries during quarterly monitoring	Quarterly

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Exhibit B: Budget, Invoicing, and Payment

Lewis County shall pay an amount not to exceed $243,700 to Gather for work as described in Exhibit A, subject to conditions set forth in this Exhibit B: Budget, Invoicing, and Payment. Gather 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

Item	Budget
Administration	8,200
Outreach	75,500
Shelter Case Management	110,000
Prevention	50,000
Total	243,700

2. Compensation

Payment to Gather for services rendered under this MOU 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 MOU are actual expenditures according to an approved budget up to the maximum amount stated above. Gather 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. Gather shall include this last paragraph in any subcontracts.

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

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

3. Invoice Timeframe

Gather shall submit invoices to the Lewis County MOU Representative identified herein or to other such person identified by the Lewis County MOU Representative by the 10th of each month. Gather 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 MOU may only be used for activities described in Exhibit A.

5. Duplicate Payment

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

6. Audit

i. General Requirements:

Gather is to procure audit services based on the following guidelines:

a. Gather County shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractor also maintains auditable records.

b. Gather is responsible for any audit exceptions incurred by its own organization or that of its subcontractor. Lewis County reserves the right to recover from Gather all disallowed costs resulting from the audit.

c. As applicable, Gather 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. Gather must respond to Lewis County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

ii. The Office of the State Auditor shall conduct the audit.
iii. Gather shall include the above audit requirements in any subcontracts.
iv. In all cases, Gather's financial records must be available for review by Lewis County.

7. Future Non-Allocation of Funds

If sufficient funds are not appropriated or allocated for payment under this MOU for any future fiscal period, neither Party will 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 either Party in the event this provision applies.

8. Errors and Omissions Uncompensated

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

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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.