

CONTRACT FOR SERVICES

Between
PACIFIC COUNTY, WASHINGTON
And
THE PENINSULA POVERTY RESPONSE TEAM

THIS CONTRACT is made between Pacific County (the "COUNTY"), and the Peninsula Poverty Response Team, (the "RECIPIENT").

WHEREAS, RCWs 36.22.178, 36.22.179, and 36.22.1791 establish fees on documents recorded in the Pacific County Auditor's Office, and direct said fees to be used to implement low and moderate income housing programs and to implement the Pacific County Ten-Year Plan to End Homelessness; and

WHEREAS, Pacific County established the Low Income Assistance Account, Fund No. 127, to deposit these low and moderate income and homeless recording fees; and

WHEREAS, as per RCWs 36.22.178, 36.22.179, and 36.22.1791, Pacific County entered into an inter-agency agreement with the cities of Ilwaco, Long Beach, Raymond and South Bend in April 2008 to direct the expenditure of these recording fees; and

WHEREAS, the inter-agency agreement specifies that expenditure of recording fee funds from Fund No. 127 shall, following budget adoption by the Board of Pacific County Commissioners, be directed by the Joint Pacific County Housing Authority Board; and

WHEREAS, the Joint Pacific County Housing Authority Board has requested that Pacific County provide funding in the County's 2015 Fund No. 127 budget to support a variety of low and moderate income housing programs and programs to reduce and/or prevent homelessness; and

WHEREAS, transfer of recording fees from Pacific County Fund No. 127 to the Peninsula Poverty Response Team requires entering into a contract for services; and

WHEREAS, the Peninsula Poverty Response Team is a registered non-profit organization in the State of Washington,

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1. **FUNDING**

Nineteen Thousand Dollars (\$19,000) has been pledged within Pacific County Low Income Assistance Fund No. 127 to assist the RECIPIENT with low and moderate income housing program services, and to implement the Pacific County Ten Year Plan to End Homelessness. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed to the RECIPIENT on a cost reimbursement basis up to the maximum contract amount. Monthly billings will be submitted using the Monthly Billing Form (Attachment A) with back up documentation for expenses, and any required reporting.

2. **USE OF FUNDS, SCOPE OF WORK and REPORTING**

The RECIPIENT shall use these COUNTY funds solely to implement low and moderate income housing programs and to accomplish the goals of the Pacific County Ten Year Plan to End Homelessness in keeping with the requirements of RCWs 36.22.178, 36.22.179, and 36.22.1791. Specifically, these funds shall support the following activities:

TABLE 1

ACTIVITY	ALLOCATION	Recording Fee Revenue Source	Reporting Requirements
Project Homeless Connects	\$5,500	Homelessness	Narrative Report including number of attendees and # and type of supplies distributed Invoice (Attachment A) with attached backup documentation
Matching Funds and support for VISTA Volunteer	\$10,000	Homelessness	Quarterly reports of planning and coordination efforts Invoice (Attachment A) with attached backup documentation Quarterly "Activities and Narrative Report" – (Attachment B) to be completed within 30 days of the close of each quarter (4/30/15, 7/31/15, 11/30/15, 1/31/15)ts
Strengthen Community Coalitions	\$3,500	Homelessness	Invoice (Attachment A) with attached backup documentation

			Quarterly reports of coalition strengthening activities and coordination efforts Quarterly "Activities and Narrative Report" – (Attachment B) to be completed within 30 days of the close of each quarter (4/30/15, 7/31/15, 11/30/15, 1/31/15)
TOTAL	\$19,000		

3. **PAYMENT PROVISIONS**

The COUNTY, from the Pacific County Low Income Assistance Fund (No. 127), has pledged Nineteen Thousand Dollars (\$19,000) to assist the RECIPIENT to implement the activities identified in Section 2, Table 1, of this CONTRACT. These funds shall be disbursed to the RECIPIENT as per the terms listed within Section 1.

4. **EVALUATION AND MONITORING**

- A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records

and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed.

- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

5. **RECAPTURE PROVISION**

- A. In the event the RECIPIENT fails to expend these funds in accordance with state law and/or the provisions of this CONTRACT, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.
- B. Such right of recapture shall exist for six (6) years after expiration of this CONTRACT or final payment hereunder, whichever occurs later. Repayment by the RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. **NONDISCRIMINATION**

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA).

7. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event the RECIPIENT fails or refuses to comply with any nondiscrimination law, regulation, or policy, this CONTRACT may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared by the COUNTY ineligible for further Low Income Housing Assistance Funds. The RECIPIENT shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

8. **EMPLOYMENT RELATIONSHIPS**

The RECIPIENT, its employees or agents performing under this CONTRACT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the RECIPIENT will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

9. **INSURANCE COVERAGE**

- A. The RECIPIENT shall maintain and upon request of the COUNTY provide proof of;
 - a. Occurrence based professional liability insurance with limits of no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit per occurrence for the term of the CONTRACT.

- b. Commercial General Liability insurance with limits no less than 1,000,000 per occurrence, \$2,000,000 general aggregate to cover liability arising from premises, operations, independent contractors and personal injury and advertising injury and liability assumed under an insured contract. The COUNTY shall be named as an additional insured under the RECIPIENT's Commercial General Liability insurance policy with respect to the work performed for the COUNTY.
- B. The RECIPIENT's insurance coverage shall be primary insurance as respect to the COUNTY. Any insurance, self-insurance, or insurance pool coverage maintained by the COUNTY shall be in excess of the RECIPIENT's insurance and shall not contribute with it. The parties agree that in the case that more than one of the parties is held jointly and/or severally liable for any losses, damages, claims, demands, suits, liabilities, and payments, including the cost of defense, that each party shall be responsible for its own declared percentage of liability, and that each liable party's percentage responsibility shall be primary to the COUNTY's liability.
- C. The RECIPIENT's maintenance of insurance as required by the CONTRACT shall not be construed to limit the liability of the RECIPIENT to the coverage provided by such insurance, or otherwise limit the COUNTY's recourse to any remedy available at law or in equity.
- D. Upon request the RECIPIENT shall furnish the COUNTY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements stated above before commencement of the work.
- E. The RECIPIENT shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc for any and all of its employees as might apply.

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this CONTRACT for any RECIPIENT employee, or for any consultant, contractor or subcontractor, or employee(s) thereof retained by the RECIPIENT.

10. **HOLD HARMLESS**

- A. It is understood and agreed that this CONTRACT is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this CONTRACT. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, employees or agents to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of both the COUNTY and the RECIPIENT, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
- B. The RECIPIENT agrees to and shall indemnify and hold harmless the COUNTY, its employees and agents from any suit at law or equity or claim or demand, and from any loss or cost of any nature, including reasonable attorney fees, from any failure of the RECIPIENT to fulfill any of its obligations under this CONTRACT.

11. **ENTIRE CONTRACT**

This CONTRACT represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any parties hereto.

12. **CONTRACT MODIFICATIONS**

The COUNTY and the RECIPIENT may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this CONTRACT. It is mutually agreed and understood that no alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. For example and without limitation, an amendment to this CONTRACT must be approved in writing by the COUNTY prior to the RECIPIENT expending funds for the items covered within that amendment. Costs incurred by the RECIPIENT in contravention of this Paragraph are the sole responsibility of the RECIPIENT.

13. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced the 1st day of January 2015. It will continue in effect through the 31st day of December 2015 unless sooner terminated or extended as provided herein.

14. **TERMINATION OF CONTRACT**

- A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.
- B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the RECIPIENT and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.
- C. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the COUNTY loses the authority to collect low and moderate income housing and/or homeless recording fees, or if the amount of recording fees collected is reduced below the level necessary to provide the amount identified in Section 1 of this CONTRACT.

15. **SPECIAL PROVISION**

The failure of the COUNTY to insist upon the strict performance of any provision of this CONTRACT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this CONTRACT.

16. **SEVERABILITY**

In the event any provision, or any portion thereof, contained in this CONTRACT is held to be unconstitutional, invalid or unenforceable, said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this CONTRACT shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

17. **DISPUTE RESOLUTION**

Except as otherwise provided in this CONTRACT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by the RECIPIENT, and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

18. **GOVERNING LAW AND VENUE**

This CONTRACT shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The superior court of Pacific County, Washington shall be the venue for any suit between the parties arising out of this CONTRACT.

19. **ADMINISTRATION**

The following individuals are designated to co-administer this CONTRACT. They shall also serve as their respective party's contact person for any and all communications relative to this CONTRACT.

For the COUNTY:

Kathy Spoor, County Administrative Officer
Dept. of General Administration
P.O. Box 6
South Bend, WA 98586-0006
Telephone: (360) 875-9334

For the RECIPIENT:

Chairperson
Peninsula Poverty Response Team
PO Box 655
Ocean Park, WA 98640

Treasurer
Peninsula Poverty Response Team
PO Box 655
Ocean Park, WA 98640

