



Public Health & Social Services

360 NW North Street
Chehalis WA 98532

Interlocal Agreement

Interlocal #: P02-0208-23

Interlocal Name: Pacific YHDP 23-24

This Interlocal Agreement is entered into by and between Lewis County ("Lewis") and Pacific County ("Pacific") (collectively "Parties").

Preamble

1. Purpose

The purpose of this Interlocal Agreement is to jointly provide services to unaccompanied youth aged 18-24, including pregnant and parenting youth, who meet category 1, 2, or 4 in Housing and Urban Developments final definition of homeless. This Agreement recognizes this need is not limited to any particular jurisdiction or boundary, and it would be in the best interest of the citizens within the respective jurisdictions to enter into an Agreement to provide services.

2. Parties

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

For the County: Contract Officer

Justia Madrigal

justia.madrigal@lewiscountywa.gov

(360) 740-1284

For the Contractor: *Pacific County Housing Services*

Darlan Johnson

djohnson@co.pacific.wa.us

(360) 642-9300 x2649

3. Authorization

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

Only the Pacific County Board of County Commissioners, Director of Pacific County Health and Human Services Department, or its designated Agreement Representative identified herein, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement with respect to the rights and responsibilities of Pacific County. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the Pacific County Board of County Commissioners, Director of Pacific County Health and Human Services Department, or its Agreement Representative.

4. Interlocal Term

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

5. Mutually Negotiated

Lewis and Pacific acknowledge and by signing this Agreement agree that it has been mutually negotiated and agreed to by both parties.

Signatures

The terms and conditions of this Agreement, including all attachments and subsequent amendments, constitute the entire and exclusive understanding between the parties. Except as provided for in section 23 of this Agreement, 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 Agreement, and have the authority to execute this Agreement.

NOTE: In accordance with Resolution 21-038, 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 \$50,000 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 \$50,000 in any calendar year, subject to all provisions in Resolution 21-038.

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

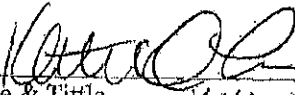
County signature: _____

Meja Handlin
Public Health & Social Services Director

Date: _____

For Pacific County
Pacific County Public Health & Human Services
300 Memorial Drive
South Bend, WA 98586

County signature: _____


Name & Title Katie O. Lindstrom Director

Date: 10/11/2023

Approved as to Form
Jonathan Meyer
Prosecuting Attorney

Attest:

By: _____
(Clerk of the Board)

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General Terms and Conditions

1. Scope of Lewis and Pacific's Services

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

2. Accounting and Payment for Services

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

Lewis and Pacific acknowledges that the entire compensation for this Agreement is specified in Exhibit B and Lewis and Pacific 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 contract may be assigned or subcontracted to any other individual, form, or entity without the express and prior written approval of the Agreement Representative.

4. Administration

This Interlocal Agreement does not create a separate entity. This Agreement shall be jointly administered by Lewis County and Pacific County.

5. Regulations and Requirements

This Agreement 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 contract.

7. Political Activity Prohibited

None of the funds provided under this Agreement 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 Agreement 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 Agreement 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 contract by whatever means are deemed expedient by the Agreement Representative. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by Lewis or Pacific County agents or employees, inspection of all records or other materials which the Parties deem pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement.

9. Modifications

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

10. Termination

Either Party may terminate this Agreement upon 30 days' prior written notification to the other Party. If this Agreement 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.

11. Termination for Public Convenience

Either Party may terminate the Agreement, 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 Agreement is terminated in accordance with this paragraph, the non-terminating Party shall be entitled to payment for actual work performed at unit contract prices for completed items of work. The terminating Party 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 Party at any time during the term for convenience, shall not constitute a breach of contract 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 contract 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 contract. Notice may include notice by facsimile or email to the Agreement'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 contract will be terminated retroactive to the original date of suspension of performance.

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

16. Defense and Indemnity Agreement

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 contract.

17. Insurance Coverage

Lewis County and Pacific County are self-insured in accordance with Title 51 RCW separately.

18. 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.

19. Disputes, Venue and Choice of Law

Both Parties agree that any disputes that arise under or relating to this Agreement 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 Lewis and Pacific 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 Agreement 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 Agreement shall be in the courts of the State of Washington. 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.

20. Records Maintenance

Each Party shall maintain all books, records, documents, data and other evidence relating to this Agreement 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 Agreement. 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 contract in accordance with state laws, federal laws, and/or the provisions of this Agreement, 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 Agreement.

22. Confidentiality

The Contractor shall maintain the confidentiality of all information that is exempt from disclosure to the public or other unauthorized persons under chapter RCW Chapter 42.56 or other federal or state laws ("Confidential Information") provided by the County or acquired by the Contractor in performance of this contract. The parties agree to comply with all state and federal statutes and regulations relating to Confidential Information. The County and the Contractor will limit access to the Confidential Information to the fewest number of people necessary to complete the work. Everyone having access to Confidential Information covered by this Contract, including but not limited to the Contractor's employees, agents, representatives, or subcontractors, must agree to protect the confidentiality of the Confidential 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 Contractor's performance of the services contemplated hereunder, except: (1) as provided by law; (2) pursuant to an order entered by a court after having acquired jurisdiction over the County or (3) upon prior written consent of the Lewis County Director of Public Health & Social Services and Lewis County Prosecuting Attorney.

The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by: (1) allowing access only to staff that have an authorized business requirement to view the Confidential Information; (2) physically securing any computers, documents, or other media containing the Confidential Information; (3) ensuring the security of Confidential Information transmitted via fax (facsimile) by verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons, communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person and verifying after transmittal that the fax was received by the intended recipient; (4) encrypting email and/or email attachments that contain the Confidential Information; (5) encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices; or (6) sending paper documents containing Confidential Information via a trusted system approved by the County.

Upon request by the County, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to the County or Contractor shall certify in

writing that they employed a County approved method to destroy the information in a manner that cannot be reconstructed.

Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.

If the Contractor becomes aware of an actual or suspected breach of confidentiality, the Contractor will promptly notify the Contract Coordinator for the County of the facts. The Contractor will work within its organizations to take any steps necessary to determine the scope of the breach and to restore reasonable security to the Confidential Information. Both parties agree to mitigate any known harmful effects of a breach in confidentiality, including notifying affected individuals to the extent required by law. The parties will also reasonably cooperate with law enforcement as appropriate.

Contractor shall immediately give County notice of any judicial proceeding seeking disclosure of Confidential 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.

23. Ethics/Conflicts of Interest

In performing under this Agreement, 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 Agreement against unauthorized use, access, disclosure, modification or loss. Personal and/or medical information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this contract.

25. Contract Amendments

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

26. Severability

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

27. Conformance

If any provision of this Agreement 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 Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement 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 Agreement will survive the completion, cancellation, termination or expiration of the Agreement.

39. Entire Agreement

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

Exhibit A: Statement of Work and Reporting Requirements

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

The term of this contract shall commence on 10/1/2023 and terminate on 9/30/2024.

Pacific County 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	Rapid Rehousing for youth	<ul style="list-style-type: none"> Provide rental assistance, deposits, case management and fiscal services to assist youth aged 18-24 who are eligible under the Youth Homeless Demonstration Project Guidelines 	Report including: 1. Number of persons assistance was provided to with enrollment and anticipated exit date. 2. Number of hours fiscal services were provided in conjunction to the Lewis County specific program	Monthly

Exhibit B: Budget, Invoicing, and Payment

Lewis County shall pay an amount not to exceed \$40,000.00 to Pacific County for work as described in Exhibit A, subject to conditions set forth in this Exhibit B: Budget, Invoicing, and Payment.

1. Budget Detail

Lewis County Project	12 mo Budget
Lewis- RRH Units	\$6,955.50
Lewis- Case Management and or Peer Support	\$17,393.00
Pacific- Project Coordination with Lewis County Case Management and or Peer Support	\$10,000.00
Pacific- Fiscal	\$5,651.50
Total	\$40,000.00

2. Compensation

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

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

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

3. Invoice Timeframe

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

5. Duplicate Payment

Pacific County 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:

Pacific County is to procure audit services based on the following guidelines:

- a. Pacific 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. Pacific County is responsible for any audit exceptions incurred by its own organization or that of its subcontractor. Lewis County reserves the right to recover from Pacific County all disallowed costs resulting from the audit.
- c. As applicable, Pacific County 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. Pacific County 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. Pacific County shall include the above audit requirements in any subcontracts.

iv. In all cases, Pacific County'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 Agreement 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 Agreement, the Parties shall make any and all necessary corrections without additional compensation.