

INTERDEPARTMENTAL CONTRACT FOR SERVICES

Between
PACIFIC COUNTY GENERAL ADMINISTRATION
And
PACIFIC COUNTY PUBLIC HEALTH AND HUMAN SERVICES DEPARTMENT

THIS CONTRACT is made between Pacific County General Administration (COUNTY) and Pacific County Public Health and Human Services Department (PHHS).

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 Five Year Plan to Reduce 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 in 2016 the County will separate this Fund into two funds for accountability purposes; Fund 178-Affordable Housing for All, and Fund 179-Homeless Housing and Assistance, 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 interdepartmental 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 2019 Funds No. 178 and 179 to support a variety of low and moderate income housing programs; and

WHEREAS, the Joint Pacific County Housing Authority Board has requested the transfer of recording fees from Pacific County Fund No. 179 to the PHHS to provide services to assist with the implementation of the Pacific County's Five Year Plan to Reduce Homelessness; and

WHEREAS, transfer of recording fees from Pacific County Fund 179 requires entering into a contract for services; and

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

1. FUNDING

A total of One Hundred Thirty Four Thousand Dollars (\$134,000), has been pledged within Pacific County Low Income Assistance Fund No. 179 to provide the PHHS with funds to assist with implementation of the County's Five Year Plan to Reduce Homelessness. Said amount shall constitute the maximum reimbursement the PHHS is eligible to receive from the COUNTY under this CONTRACT.

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

TABLE 1

ACTIVITY	ALLOCATION	PAYABLE	Recording Fee Revenue Source
Infrastructure	\$56,000	11 monthly payments of \$4,666 and one monthly payment of \$4,674	Fund 179
Subcontract for housing assistance and admin services	\$43,000	Reimbursement of actual expenses	Fund 179
Subcontract with ESD 113 for Family Resource Coordinators to assist with housing services for students and families attending local school districts	\$35,000	Reimbursement of actual expenses	Fund 179
TOTAL	\$134,000		

3. **PAYMENT PROVISIONS**

The COUNTY from the Pacific County Fund No. 179, has pledged One Hundred Thirty Four Thousand Dollars (\$134,000), to assist the PHHS with implementation of the activities identified in Section 2, Table 1, of this CONTRACT. These funds are to be dispersed to the PHHS on a monthly basis. Monthly billings will be submitted with back up documentation for expenses.

The PHHS must have accounting procedures and controls in place to assure and certify that work to be performed and payment requested under this CONTRACT does not duplicate any work to be charged against any other grant, subgrant, or other source.

4. **EVALUATION AND MONITORING**

- A. The PHHS shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The PHHS 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.

5. **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 2022. It will continue in effect through the 20th day of December, 2022, unless sooner terminated or extended as provided herein.

6. **TERMINATION OF CONTRACT**

- A. If, through any cause, the PHHS shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the PHHS 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 PHHS 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 PHHS 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.

7. **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.

IN WITNESS WHEREOF, representatives of both the PHHS and the COUNTY executed this CONTRACT on the _____ day of November, 2021.

PHHS


Katie Lindstrom, Director

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Frank Wolfe, Commissioner

Mike Runyon, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

Date