

## INTERDEPARTMENTAL CONTRACT FOR SERVICES

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

**THIS CONTRACT** is made between Pacific County (“COUNTY”), and Pacific County Public Health and Human Services (“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 Affordable Housing for All and Homeless Housing and Assistance and to implement the adopted Pacific County Five Year Homeless Housing Plan 2019-2024; 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**, Pacific County established Low Income Assistance Fund No. 127, to deposit these low and moderate income and homeless recording fees; and in 2015, Pacific County separated this Fund into two funds for accountability purposes; Fund 178 – Affordable Housing for All, and Fund 179 – Homeless Housing and Assistance; and

**WHEREAS**, the inter-agency agreement specifies that expenditure of recording fee funds from Pacific County Fund No. 127 (now Funds No. 178 and 179) 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 Pacific County Funds No. 178 and 179 to support a variety of eligible activities related to Affordable Housing for All and Homeless Housing and Assistance; and

**WHEREAS**, the Joint Pacific County Housing Authority Board has requested the transfer of recording fees from Fund No. 179 to RECIPIENT to provide eligible activities to assist with the implementation of the Pacific County Five Year Homeless Housing Plan 2019-2024; and

**WHEREAS**, transfer of recording fees from Pacific County Fund No. 179 to Pacific County Public Health and Human Services requires entering into a Contract for Services.

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

### 1. FUNDING

One Hundred Forty Thousand Dollars (\$140,000) has been pledged in fiscal year 2023 within Pacific County Fund No. 179 to assist RECIPIENT with eligible activities related to Homeless Housing and Assistance, and to implement the Pacific County Five Year Homeless Housing Plan 2019-2024. Said amount shall constitute the maximum reimbursement RECIPIENT is eligible to receive from COUNTY under this CONTRACT.

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

TABLE 1

Activity	Allocation	Recording Fee Revenue Source
Infrastructure	\$60,000	Fund 179
Subcontract for Housing Assistance and Administrative Services	\$45,000	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	Fund 179
TOTAL	\$140,000	Fund 179

3. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced on December 16, 2022. It will continue in effect through November 30, 2023, unless sooner terminated or extended as provided herein.

4. **PAYMENT PROVISIONS**

COUNTY, from Pacific County Fund No. 179, has pledged One Hundred Forty Thousand Dollars (\$140,000) in fiscal year 2023, to assist RECIPIENT to implement the eligible activities identified in Section 2, Table 1, of this CONTRACT. These funds are to be dispersed to RECIPIENT on a cost reimbursement basis with backup documentation for expenses up to the maximum contract amount. **COUNTY must receive from RECIPIENT the final invoice with backup documentation (for expenses incurred through the effective date referenced above in Section 3 – Contract Period) no later than December 15, 2023.**

5. **EVALUATION AND MONITORING**

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

6. **TERMINATION OF CONTRACT**

- A. If, through any cause, RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if RECIPIENT shall violate any of its covenants, agreements, or stipulations, 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 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 RECIPIENT and not otherwise paid for by COUNTY prior to the effective date of such termination shall be as COUNTY reasonably determines.
- C. COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if COUNTY loses the authority to collect recording fees for Affordable Housing for All and Homeless Housing and Assistance, 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, the parties have caused this CONTRACT to be executed this 24<sup>th</sup> day of January, 2023.

**RECIPIENT**  
**Pacific County Public Health and Human Services**

**BOARD OF COUNTY COMMISSIONERS**  
**PACIFIC COUNTY, WASHINGTON**

\_\_\_\_\_  
Katie Lindstrom, Director (Date)

\_\_\_\_\_  
Lisa Olsen, Chair

\_\_\_\_\_  
Patrick "Jerry" Doyle, Commissioner

\_\_\_\_\_  
David Tobin, Commissioner

**ATTEST:**

\_\_\_\_\_  
Amanda Bennett, Clerk of the Board (Date)