

INTERGOVERNMENTAL 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 Ten-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 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 2016 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 Ten 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 Forty Four Thousand Five Hundred and Forty Two Dollars (\$44,542), 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 Ten 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**

The PHHS shall use these COUNTY funds solely to assist with implementation of County's Ten Year Plan to Reduce 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	PAYABLE	Recording Fee Revenue Source
Coordination of the County's Housing Task Force	\$12,000	11 equal monthly payments of \$3,711, and one payment of \$3,721 in December 2016	Fund 179
.5 FTE Infrastructure Development	\$32,542		
TOTAL	\$44,542		

3. **PAYMENT PROVISIONS**

The COUNTY from the Pacific County Fund No. 179, has pledged Forty Four Thousand Five Hundred and Forty Two Dollars (\$44,542), 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 in eleven (11) equal monthly payments of \$3,711 and one (1) monthly payment in December of \$3,721. Monthly billings will be submitted with back up documentation for expenses.

In the event the PHHS fails or refuses to comply with any of the above mentioned requirements, this CONTRACT may be rescinded, canceled, or terminated in whole or in part, and the PHHS may be declared by the COUNTY ineligible for further County Low Income Housing Assistance Funds.

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.
- 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 PHHS 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 PHHS 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 PHHS will remain its property unless otherwise agreed.
- D. The PHHS 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 PHHS 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 PHHS 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. **CONTRACT MODIFICATIONS**

The COUNTY and the PHHS 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 PHHS expending funds for the items covered within that amendment. Costs incurred by the PHHS in contravention of this Paragraph are the sole responsibility of the PHHS.

7. **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 2016. It will continue in effect through the 31st day of December, 2016, unless sooner terminated or extended as provided herein.

8. **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.

9. **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

For the PHHS: Katie Lindstrom, Deputy Director

10. **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 _____, 2016.

PHHS

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Mary Goelz, Director

Frank Wolfe, Chair

Lisa Ayers, Commissioner

Steve Rogers, Commissioner

ATTEST:

Marie Guernsey
Clerk of the Board

Date

APPROVED AS TO FORM:

Pacific County Prosecutors Office

WSBA#