

WHATCOM COUNTY
CONTRACT INFORMATION SHEET

Whatcom County Contract Number:

Originating Department:		85 Health and Community Services	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / Veterans	
Contract or Grant Administrator:		Liz Witowski	
Contractor's / Agency Name:		San Juan County	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes ☐	No ☐
Yes ☒	No ☐	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	
Does contract require Council Approval?		Yes ☒	No ☐
Already approved? Council Approved Date:		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	If yes, grantor agency contract number(s):		
Yes ☒	No ☐	ALN#	
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		
Yes ☐	No ☐		
Method of Procurement:	N/A – Interlocal Agreement	Contract Cost Center:	18501000
Is this agreement excluded from E-Verify?		No ☐	Yes ☒
If YES, indicate exclusion(s) below:			
☐ Professional services agreement for certified/licensed professional.		☐ Goods and services provided due to an emergency.	
☐ Contract work is for less than \$100,000.		☐ Contract for Commercial off the shelf items (COTS).	
☐ Contract work is for less than 120 days.		☐ Work related subcontract less than \$25,000.	
☒ Interlocal Agreement (between Governments).		☐ Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:	
Not to exceed \$10,000 annually		1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
Summary of Scope: This agreement revenue for VSO services and support to San Juan County resident veterans.			
Contract Term Ends:		12/31/2026	
Contract Routing:	1. Prepared by:	J. Thomson	Date: 10/08/2025
	2. Health Approval:	CR	Date: 10/14/2025
	3. Attorney signoff:	G. Greenan	Date: 10/15/2025
	4. AS Finance reviewed:	M Caldwell	Date: 10/20/25
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Executive Contract Review:		Date:
	8. Council approved (if necessary):	AB2025-752	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
WHATCOM COUNTY
AND
SAN JUAN COUNTY

THIS AGREEMENT is made and entered into by and between Whatcom County ("Whatcom") and San Juan County ("San Juan"), both Counties organized pursuant to the provisions of Title 36 RCW in the State of Washington pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: This agreement provides funding for services and support from federally accredited Whatcom County Veteran Service Officers to San Juan County resident veterans.
2. TERM OF AGREEMENT: This Agreement shall be in effect from January 1, 2026 through December 31, 2026. T
3. EXTENSIONS: The duration, consideration, and other terms and conditions of this agreement may be extended after the initial term of this agreement by mutual written consent of Whatcom County's Executive (or designee) and San Juan. Extensions may be for a period of up to one year, per extension.
4. RESPONSIBILITIES:
 - A. Whatcom will:
 1. Provide self-referred San Juan resident veterans with direct service through virtual, in-person, phone, and/or email communication in a federally accredited VSO capacity to the Veterans Affairs (VA) Administration.
 2. Maintain federal VSO accreditation through Washington State Department of Veterans Affairs.
 3. Provide a quarterly report to San Juan for reimbursement.
 - B. San Juan will:
 1. Reimburse Whatcom for direct service to San Juan resident veterans.
5. FUNDS PROVIDED AND METHOD OF PAYMENT:

The maximum consideration for the initial term of this agreement may not exceed \$10,000. This amount may be renewed or amended in accordance with Whatcom County Code and the terms and conditions set forth in this agreement.

 - A. San Juan agrees to reimburse Whatcom at a rate of \$200 per initial claim and \$100 per subsequent/secondary claim submitted to the federal VA, up to \$10,000.
 - B. Whatcom shall submit invoices by the 25th of the month, following the month of service.
 - C. Invoices shall be sent to PO Box 638 – Friday Harbor, WA 98250 or accounting@sanjuancountywa.gov.
 - D. San Juan shall make payment to Whatcom no more than thirty (30) days after invoices are received and approved by San Juan.
6. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this agreement and for coordinating and monitoring performance under this agreement. In the event such representatives are changed, the party making the change shall notify the other party

Whatcom's representative shall be:

Elizabeth Witowski, Veterans Specialist
Whatcom County Health and Community Services
509 Girard Street
Bellingham, WA 98225
EWitowsk@co.whatcom.wa.us

San Juan's representative shall be:

Natasha Warmenhoven, San Juan County Auditor
San Juan County
PO Box 638
Friday Harbor, WA 98250
natashaw@sanjuancountywa.gov

7. ACCOUNTING AND AUDIT: San Juan agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles and to retain the same for a period of three years after the termination of this Agreement. The financial records shall be made available to representatives of Whatcom or any other governmental jurisdiction for audit, at such reasonable time and places as Whatcom shall designate.
8. ASSIGNMENT AND SUBCONTRACTING: The performance of all activities contemplated by this agreement shall be accomplished by San Juan. No portion of this agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of Whatcom.
9. COMPLIANCE WITH LAWS: San Juan shall comply with all applicable laws, ordinance, and codes of the local, State and Federal governments. San Juan shall submit any and all information that Whatcom requires to demonstrate such compliance with such laws, ordinances and codes within two weeks of Whatcom's request for such information. San Juan covenants that its employees have no interest and will not acquire interest, direct or indirect, or any other interest which would conflict in any manner or degree with the performance of services hereunder. San Juan further covenants that in the performance of this Agreement, no person having such interest will be employed.
10. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this agreement.
11. INDEMNIFICATION AND INSURANCE: Each party agrees to be responsible and assume liability for its wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to Whatcom or San Juan by reason of entering into this agreement as expressly provided herein.

San Juan will obtain and maintain in force adequate insurance and/or self-insurance with coverage limits sufficient to cover potential liability arising within the Scope of Work.

Recipient specifically and expressly waives any immunity that may be granted under the Washington Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

12. TERMINATION: Any party hereto may terminate this agreement upon (30) days notice in writing either personally delivered or mailed to the party's last known address for the purposes of giving notice under this paragraph. 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 agreement prior to the effective date of termination.
13. CHANGES, MODIFICATIONS, AMENDMENTS, OR WAIVERS: The agreement may be changed, modified, amended, or waived only by written agreement executed by either party. Waiver or breach of any term or condition of this agreement shall not be considered a waiver of any prior or subsequent breach.
14. NONDISCRIMINATION IN SERVICES. San Juan shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, gender identity, or disability, unlawfully deny a qualified individual any facilities, financial aid, services, or other benefits provided under this Agreement or otherwise deny or condition services in a manner that violates any applicable laws against discrimination. If assignment or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. Whatcom shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.
15. SEVERABILITY: In the event of any term or condition of this agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this

agreement 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.

16. ENTIRE AGREEMENT: This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.
17. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained herein, shall be instituted and maintained only in Skagit County Superior Court, Washington.
18. STATUS OF EMPLOYEES: Neither San Juan nor personnel employed by San Juan shall acquire any rights or status in Whatcom's employment, nor shall they be deemed employees or agents of Whatcom for any purpose other than specified herein. San Juan shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs.
19. OTHER PROVISIONS: San Juan and Whatcom will comply with all applicable Federal and State requirements that govern this agreement.
20. This Agreement has been approved and authorized by the governing bodies of San Juan and Whatcom and each party represents that the persons executing this Agreement have been authorized to do so on or behalf of the public entity referenced below.
21. This Agreement shall be posted or recorded by Whatcom, as required by RCW 39.34.040.

IN WITNESS WHEREOF, the parties have executed this Agreement on:

WHATCOM COUNTY:

Recommended for Approval:

Ann Beck, Community Health & Human Services Manager Date

Charlene Ramont, Assistant Director Date

Approved as to form:

Greg Greenan, Senior Civil Deputy Prosecutor Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, County Executive Date

Signature Block

San Juan County Agreement Number:

Whatcom County Contract Number:

Whatcom County

Satpal Singh Sidhu
County Executive

(see page 3 for signature)

Date

APPROVED AS TO FORM ONLY

San Juan County Prosecuting Attorney
Amy Vira

Date

San Juan County

Auditor's Office

Natasha Warmenhoven
Auditor

Date

FINAL APPROVAL

County Manager
Jessica Hudson

Date