

WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. _____	
Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services /Veterans	
Contract or Grant Administrator:		Elizabeth Witowski	
Contractor's / Agency Name:		San Juan County	
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input type="checkbox"/> No <input type="checkbox"/>
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:		
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):		CFDA#:
Is this contract grant funded? Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):		
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		Contract Cost Center:
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.		
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): Not to exceed \$10,000		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 : 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 provides reimbursement of services provided by Whatcom County's Veteran Services Officer to San Juan County resident veterans.			
Term of Contract:	15 Months	Expiration Date:	12/31/2022
Contract Routing:	1. Prepared by:	EW	Date: 09/15/2021
	2. Health Budget Approval:	KR/JG	Date: 9/28/21
	3. Attorney signoff:	RB	Date: 09/30/2021
	4. AS Finance reviewed:	M Caldwell	Date: 9/29/21
	5. IT reviewed (if IT related):		Date:
	6. Contractor approved:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):	AB2021-588	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 in the State of Washington pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: The purpose of this agreement is to provide Whatcom County veteran services to San Juan County veterans.

2. RESPONSIBILITIES:

Whatcom will:

- A. Provide self-referred San Juan Veterans direct service through virtual, in-person, phone, and/or email communication in a Federally Accredited VSO capacity to the Veterans Affairs Administration.
- B. Maintain Federal VSO accreditation through Washington State Department of Veterans Affairs.
- C. Provide a quarterly report to San Juan for reimbursement.

San Juan will:

- A. Reimburse Whatcom for direct service to San Juan County veterans.

3. FUNDS PROVIDED AND METHOD OF PAYMENT: San Juan County 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. Whatcom shall submit invoices by the 25th of the month, following the month of service. Invoices shall be sent to PO Box 638 – Friday Harbor, WA 98250 or Mileneh@sanjuanco.com. San Juan will make payment to Whatcom no more than thirty (30) days after invoices are received and approved by San Juan.

4. TERM OF AGREEMENT: The start date of this agreement is September 15, 2021 and shall be in effect through December 31, 2022.

5. EXTENSION: The duration of this agreement may be extended by mutual written consent of the parties.

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 – ewitowsk@co.whatcom.wa.us
Whatcom County Health Department
509 Girard Street, Bellingham WA 98225
(360) 778-6050

San Juan's representative shall be:

F. Milene Henley, San Juan County Auditor – Mileneh@sanjuanco.com
San Juan County
PO Box 638, Friday Harbor WA 98250
(360) 370-7558

7. 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.

8. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own 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 agrees to save, indemnify, defend, and hold harmless the other party from any such liability. It is further provided that no liability shall attach to Whatcom County by reason of entering into this agreement, unless expressly provided herein.
9. 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.
10. CHANGES, MODIFICATIONS, AMENDMENTS, OR WAIVERS: The agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this agreement shall not be considered a waiver of any prior or subsequent breach.
11. 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.
12. 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.
13. OTHER PROVISIONS: San Juan County will comply with all applicable Federal and State requirements that govern this agreement.

Each signatory below to this Agreement warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

**WHATCOM COUNTY:
Recommended for Approval:**

Ann Beck, Human Services Supervisor Date

Erika Lautenbach, Director Date

Approved as to form:

Royce Buckingham, Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

CONTRACTOR INFORMATION:

San Juan County
PO Box 638
Friday Harbor, WA 98250

Signature Block

San Juan County Agreement Number:

Whatcom County Contract Number:

WHATCOM COUNTY

Satpal Sidhu
County Executive

(see page 2 for signature)

_____ Date

APPROVED AS TO FORM ONLY

San Juan County Prosecuting Attorney
Jonathan Cain

_____ Date

SAN JUAN COUNTY

Auditor's Office
F. Milene Henley
Auditor

_____ Date

FINAL APPROVAL

County Manager
Michael J. Thomas

_____ Date