

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing Program
Contract or Grant Administrator:	Barbara Johnson-Vinna
Contractor's / Agency Name:	Skagit County

Is this a New Contract? Yes No If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approval Date: _____ (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Yes No If yes, RFP and Bid number(s): _____ Contract _____
 Cost Center: _____

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional.
- Contract work is for less than \$100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).
- Contract for Commercial off the shelf items (COTS).
- Work related subcontract less than \$25,000.
- Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 2,000
 This Amendment Amount:
 \$ _____
 Total Amended Amount:
 \$ _____

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: The purpose of this agreement is to receive funding through Skagit County from the Washington State Department of Commerce Community Development Block Grant to assist eligible low-income home buyers in Whatcom County for down payment assistance grants and loans.

Term of Contract: 21 Months Expiration Date: 12/31/2020

Contract Routing:

1. Prepared by: <u>JT</u>	Date: <u>3/20/19</u>
2. Attorney signoff: _____	Date: <u>4-2-19</u>
3. AS Finance reviewed: <u>bbennett</u> <i>bb</i>	Date: <u>04/01/19</u>
4. IT reviewed (if IT related): _____	Date: _____
5. Contractor signed: _____	Date: _____
6. Submitted to Exec.: _____	Date: _____
7. Council approved (if necessary): _____	Date: _____
8. Executive signed: _____	Date: _____
9. Original to Council: _____	Date: _____

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Whatcom County
AND
Skagit County

THIS AGREEMENT is made and entered into by and between Whatcom County ("Whatcom County") and Skagit County, Washington ("Skagit County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** Skagit County has been awarded a \$750,000 Community Development Block Grant (CDBG) from the Washington State Department of Commerce. As the administrating party of this grant, Skagit County will provide downpayment assistance grants/loans to eligible low-income homebuyers.

Whatcom County desires to enter into an agreement with Skagit County, who on behalf of Whatcom County, will administer approximately \$150,000-\$200,000 of the above mentioned CDBG funds to assist eligible low-income homebuyers in Whatcom County. Funds may not be spent in the entitlement jurisdiction of Bellingham.

2. **RESPONSIBILITIES:** It is the responsibility of Skagit County to administer the CDBG award and ensure compliance with applicable federal rules. Whatcom County may assist Skagit County with program outreach and engagement, on an as-needed basis.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from November 1, 2018 through December 31, 2020.

4. **MANNER OF FINANCING:** Skagit County, through its Public Health Department, shall invoice Whatcom County for \$2,000 in administrative expenses upon receipt of a CDBG contract from the Washington State Department of Commerce.

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for 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.

5.1 Skagit County's representative shall be the Housing & Community Services Division Manager.

5.2 Whatcom County's representative shall be Housing Program Specialist, Barbara Johnson-Vinna.

6. **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.

7. **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 the other party harmless from any such liability. It is further provided that no liability

shall attach to the County by reason of entering into this contract except as expressly provided herein.

8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, 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.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND 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.

10. **SEVERABILITY:** In the event 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.

11. **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.

DEPARTMENT APPROVAL

Anne Deacon

Anne Deacon, Human Services Manager

3/29/19

Date

Regina Delahunt

Regina Delahunt, Director

4/1/19

Date

WHATCOM COUNTY

JACK LOUWS
County Executive

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

On this _____ day of _____, 2019, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham.

My Commission expires: _____

APPROVED AS TO FORM

[Signature]

Royce Buckingham, Deputy Prosecuting Attorney

DATED this 3 day of April, 2019.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Kenneth A. Dahlstedt, Chair

Lisa Janicki, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director