

**Interlocal Cooperation Agreement Amendment
Between Whatcom County and the Cities of Whatcom County
For The Purpose Of Administering Funds Generated As A Result Of
RCW 36.22.178 and RCW 82.14.540**

This agreement is entered into between Whatcom County and the Cities of Bellingham, Blaine, Ferndale, Lynden, Everson, Nooksack, and Sumas for the purpose of creating an Interlocal Cooperation Agreement. This Agreement addresses the use of funds created from the surcharge for each document recorded in the County Auditor's office to fund housing programs, pursuant to RCW 36.22.178, and through a tax credit against a portion of the state's share of local sales and use tax pursuant to RCW 82.14.540. This agreement amends and supersedes the original Interlocal Agreement dated January 5, 2004 and designated as Whatcom County contract number 200402021, and the Interlocal Agreement Amendment dated June 21, 2010 and designated as Whatcom County contract number 200402021-1.

WHEREAS, the Washington State Legislature passed Substitute House Bill 2060 during the 57th Legislative Session and Governor Locke signed the bill on April 2, 2002, and said statute has been amended multiple times by state legislature since then; and

WHEREAS, this bill authorizes a surcharge on documents recorded through the County Auditor's office for the purpose of providing funds for housing programs for income eligible persons defined in RCW 36.22.178; and

WHEREAS, the Washington State Legislature passed Substitute House Bill 1406 during the 2019 Regular Session, and the Governor signed into law; and

WHEREAS, this bill authorizes the governing body of a county to impose a local sales and use tax for affordable and for supportive housing to income eligible persons defined in RCW 82.14.540; and

WHEREAS, housing affordability has become a significant problem for a large portion of the population in Whatcom County; and

WHEREAS, funding to support the operation of shelters serving the homeless, building operations, maintenance, and rehabilitation of housing facilities/programs, construction or acquisition of affordable housing and rental assistance is critical to providing an array of housing opportunities for residents,

NOW THEREFORE, in consideration of the mutual housing benefits for income eligible persons and those experiencing homelessness throughout Whatcom County, the above partners agree as follows:

- A. The purpose of this Agreement shall be to provide for the administration and expenditure of revenue generated from the recording surcharge authorized under the provisions of RCW 36.22.178 and the tax credit under the provisions of RCW 82.14.540.
- B. That portion of the revenue generated from the surcharge and tax credit that is to be retained by Whatcom County and used for local income eligible housing and emergency shelter needs within Whatcom County shall be collected by Whatcom County. Those funds will be held in designated funds by the Whatcom County Treasurer, to be drawn upon as provided in County policy, for the purposes specified in this agreement.

- C. Permissible uses of these particular funds are defined in RCW 36.22.178 and RCW 82.14.540.
- D. The Whatcom County Housing Advisory Committee (WCHAC), previously established with this original agreement and staffed by the Whatcom County Health Department, will advise the county on the strategic priorities for use of funds generated by above noted RCWs. Additionally WCHAC will provide guidance for reasonable equitable distribution of funds throughout all cities and the county that reflects consideration of other fund sources that support affordable and supportive housing, where the revenue is generated, and the broader continuum of housing needs for the entire county.
- E. Membership of the WCHAC will be established in committee by-laws and include, but is not limited to no less than two representatives of the city of Bellingham, no less than two positions representing the small cities, two positions representing the county, and other representatives of housing and related services. Membership shall constitute no less than nine members and no more than 15 members.
- F. Whatcom County will facilitate a county-wide housing plan by collating the various cities' and county housing plans and then identifying common goals.
- G. The WCHAC will approve and submit an annual report of activities generated by the housing plan that will include housing priorities, strategies, funding sources and accomplishments of the entire county.
- H. The expenditure of all funds will be subject to audit by the State Auditor or other authorized entity. Whatcom County reserves the right to review, monitor, or audit the use of these funds as deemed necessary, as required by county policies. Such activities may occur with or without notice. The County reserves the right to recover any ineligible costs identified. All recipients of funding under this agreement shall remain accountable for all funds. Funds will be disbursed in a manner that is consistent with County practices.
- I. For the purposes of RCW.39.34.030 (4)(a), the Whatcom County Executive is designated as the administrator responsible for overseeing and administering the joint or cooperative undertaking contemplated by this agreement. No property shall be acquired by the parties to this agreement by reason of this joint or cooperative undertaking.
- J. This agreement shall commence on the date of the last party affixing its signature hereto and shall run indefinitely unless the parties agree in writing to terminate the agreement. In the event of termination, not less than ninety (90) days written notice will be provided to the parties to this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2019.

Accepted for City of Bellingham

Attested by: _____

Mayor Kelli Linville

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ___ day of _____, 2019 before me personally appeared Kelli Linville, to me known to be the Mayor of Bellingham 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
_____. My commission expires
_____.

Accepted for City of Blaine

Attested by:

Mayor Bonnie Onyon

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ___ day of _____, 2019, before me personally appeared Bonnie Onyon, to me known to be the Mayor of Blaine 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
_____. My commission expires
_____.

Accepted for City of Ferndale

Attested by: _____

Mayor Jon Mutchler

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ___ day of _____, 2019, before me personally appeared Jon Mutchler, to me known to be the Mayor of Ferndale 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
_____. My commission expires
_____.

Accepted for City of Lynden

Attested by: _____

Mayor Scott Korthuis

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ___ day of _____, 2019, before me personally appeared Scott Korthuis, to me known to be the Mayor of Lynden 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
_____. My commission expires
_____.

Accepted for City of Everson

Attested by:

Mayor John Perry

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ___ day of _____, 2019, before me personally appeared John Perry, to me known to be the Mayor of Everson 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
_____. My commission expires
_____.

Accepted for City of Nooksack

Attested by:

Mayor James S. Ackerman

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ___ day of _____, 2019, before me personally appeared James S. Ackerman, to me known to be the Mayor of Nooksack 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
_____. My commission expires
_____.

Accepted for City of Sumas

Attested by:

Mayor Kyle Christensen

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ___ day of _____, 2019, before me personally appeared Kyle Christensen, to me known to be the Mayor of Sumas 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
_____. My commission expires
_____.

**WHATCOM COUNTY:
Approved as to form:**

Royce Buckingham, Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 2019, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, 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
_____. My commission expires
_____.