



City Council Agenda Bill

20112

Bill Number

Subject: Interlocal Agreement Between City of Bellingham and Whatcom County Regarding Emergency Repair for Sun House

Summary Statement: The 2012 Bellingham Housing Levy allocated \$50,000 per year for emergency repairs to existing affordable housing in the City. Sun House provides housing to very low-income people and is in need of emergency repairs to a wheelchair ramp and landing. Sun House is owned by Whatcom County and leased to Sun Community Services, a local non-profit. This interlocal agreement allocates no more than \$20,000 for these repairs. The interlocal agreement would have Whatcom County accepting responsibility for project management and for ensuring that this property remains in the affordable housing inventory benefiting households earning less than 50% AMI for at least five (5) years.

Previous Council Action: The City Council approved Ordinance 2012-06-033 to place the Housing Levy on the ballot, and approved the Administrative and Financial Plan (Res No. 2013-05).

Fiscal Impact: The Housing Levy authorized \$21 million over 7 years. This agreement would authorize no more than \$20,000 of those funds.

Funding Source: Housing Levy

Attachments: Interlocal Agreement

Meeting Activity	Meeting Date	Staff Recommendation	Presented By	Time
Consent Agenda	16-Sep-2013	Authorize Contract	David Stalheim, BGPM	2 min

Council Committee:

Agenda Bill Contact:

David Stalheim, BGPM 778-8300

Committee Actions:

Reviewed By
Jeffrey Thomas, PCD
Director
David Stalheim, BGPM

Initials	Date
<i>[Handwritten Initials]</i>	9-6-13
<i>[Handwritten Initials]</i>	9-6-13

Council Action:

Legal
Mayor

Initials	Date
<i>[Handwritten Initials]</i>	9-6-13
<i>[Handwritten Initials]</i>	9/10/13

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BELLINGHAM
AND WHATCOM COUNTY REGARDING EMERGENCY REPAIR FOR SUN HOUSE**

This Interlocal Agreement by and between the City of Bellingham (hereinafter, the City) and Whatcom County (hereinafter, the County) is entered into pursuant to the provisions of Chapter 39.34 RCW, for the purposes of repairs to Sun House, a housing facility that provides assistance to very low-income persons.

WHEREAS, Sun House, located at 515 East Chestnut ("Sun House"), provides housing to very low-income persons;

WHEREAS, the wheelchair ramp at Sun House is in need of immediate repair;

WHEREAS, Sun House is owned by the County and leased to Sun Community Services, a non-profit public benefit corporation organized under the laws of the State of Washington;

WHEREAS, the City has funds from the 2012 Housing Levy that can assist in the repair of affordable housing within the city limits;

NOW, THEREFORE IT IS AGREED THAT the City of Bellingham will provide a recoverable grant, as defined in Section 301 of the 2012 Housing Levy Guideline and Procedure Handbook, to repair the wheelchair ramp as set forth below:

Section 1. Funding and City Responsibilities

Upon presentation of an invoice from the County, the City will reimburse Whatcom County no more than \$20,000 for emergency repairs at Sun House.

Section 2. County Project Responsibilities

The County agrees to be the project manager for the construction repairs and will ensure compliance with all state and local laws regarding such work, including but not limited to:

- (a) Applicable bidding laws and procedures;
- (b) Washington State Prevailing Wage requirements if applicable;
- (c) Americans with Disabilities Act; and
- (d) Building and other permits as required.

Section 3. Housing Affordability Requirements

The County agrees that the property at 515 East Chestnut will be made available for those persons or households that earn less than 50% of Area Median Income (AMI) for five years from project completion, or December 31, 2018, whichever is later. In the event that the County does not provide the affordable housing for this period, the County will reimburse the City for the funds that were provided for this emergency repair within sixty (60) days of request from the City.

Section 4. Administrative Responsibilities

The City administrative officer for the purpose of this Agreement is:

David Stalheim, Block Grant Programs Manager
City of Bellingham Planning and Community Development Department
210 Lottie Street
Bellingham, WA 98225

The County representative for the purpose of this Agreement is:

Mike Russell, Facilities Manager
Whatcom County Facilities Management
316 Lottie Street
Bellingham, WA 98225

Section 5. Effective Date, Duration, Amendment and Termination

This agreement shall be effective five (5) days after its approval and signature by the City and the County and shall remain in effect until December 31, 2018. This agreement can be terminated, amended or extended by mutual agreement of the two parties.

Section 6. Relationships of the Parties

The parties agree that they are each an independent entity operating pursuant to the terms and conditions of this Agreement. No agent, employee, or representative of any party shall be deemed to be an agent, employee, or representative of any other party for any purpose. Each party shall be solely and entirely responsible for the acts of its agents and employees during the term of this Agreement.

Section 7. Indemnification

Each party, as an indemnitor, agrees to protect, defend, hold harmless and indemnify the other party from and against all claims, suits, and actions arising from the intentional or negligent acts or omissions of such indemnitor, its agents, or employees in the performance of this Agreement.

Section 8. Extent of Agreement

This Agreement contains all of the terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

IN WITNESS THEREOF, the parties have signed this agreement, effective on the date indicated below.

Whatcom County

By _____
Jack Louws, Executive

Date _____

Approved as to form:

Whatcom County Prosecutor

STATE OF WASHINGTON)
) ss
County of Whatcom)

On this ____ day of _____, 2013, 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 appointment expires: _____

CITY OF BELLINGHAM

By: _____
Kelli Linville, Mayor

Attest: _____
Finance Director

Approved as to Form:

Office of City Attorney  Jeffrey B. Thomas, Director of Planning & Community Development

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that **KELLI LINVILLE** is the person who appeared before me, and said person acknowledged he signed this instrument on oath stated he was authorized to execute the instrument and acknowledged it as the **Mayor** of the **CITY OF BELLINGHAM** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature of Notary Public

Name Printed

Title

My Appointment Expires: _____