

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855060 Substance Abuse
Contract or Grant Administrator:	Kathleen Roy
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 <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		

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?		CFDA#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	
Is this contract grant funded?		201801023
Yes <input checked="" 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?		Contract Cost Center:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	677350

Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.
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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):	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.
\$ 26,000	
This Amendment Amount:	
\$	
Total Amended Amount:	

Summary of Scope: The purpose of this agreement is to fund implementation of youth marijuana prevention activities in San Juan County.

Term of Contract:	1 Year	Expiration Date:	06/30/2021
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Contract Routing:	1. Prepared by:	JT	Date:	06/10/2020
	2. Health Budget Approval:	KR	Date:	06/16/2020
	3. Attorney signoff:	RB	Date:	06/18/2020
	4. AS Finance reviewed:	M Caldwell	Date:	06/16/2020
	5. IT reviewed (if IT related):		Date:	
	6. Contractor approved:		Date:	
	7. Submitted to Exec.:		Date:	
	8. Council approved (if necessary):		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 implement youth marijuana prevention activities outlined in the San Juan County Workplan.
2. RESPONSIBILITIES:

Whatcom will:

- A. Lead and facilitate the North Sound Region Youth Marijuana Prevention Network and implementation of our 5-Year Youth Marijuana Prevention and Education Program (YMPEP) Strategic Plan.
- B. Provide technical assistance and support to San Juan in carrying out their YMPEP work.
- C. Include San Juan staff in regional YMPEP communication, trainings, and meetings.
- D. Share State and regional YMPEP resources with designated San Juan staff.
- E. Provide San Juan with templates for submitting work plan, budget, and reporting.

San Juan will:

- A. Actively engage in regional YMPEP network:
 1. Attend quarterly regional network meetings;
 2. Participate in monthly YMPEP subcontractor online meetings;
 3. Participate in regional YMPEP planning efforts;
 4. Attend each CPWI/DFC coalition in San Juan County at least once during the year to share about YMPEP strategies and promote regional network;
 5. Promote joining the regional network to partners in San Juan County through coalitions, meetings and program emails/newsletters. Provide contacts to Regional Coordinator for Regional Network Listserv;
 6. Join and participate in the YMPEP Practice Collaborative WA Portal;
 7. Participate in Practice Collaborative Workgroups and other statewide YMPEP efforts, as relevant.

- B. Serve as a leader and advocate for marijuana prevention in San Juan County:
 - A. Promote YMPEP professional development training opportunities to partners in San Juan County;
 - B. Promote Youth Empowerment opportunities coordinated through YMPEP, including OneVoice, to youth prevention clubs in San Juan County;
 - C. Share educational resources on marijuana and vaping to school and community partners in communities you serve;
 - D. Partner with ESD 189 to support substance use policy updates, as relevant;
 - E. Educate yourself and community partners about the LCB rulemaking process. Engage in rulemaking process related to marijuana prevention, as relevant;
 - F. Monitor state and local policies and legislation in relation to marijuana prevention. Advocate for state and/or local legislation or policies that support marijuana prevention, as relevant;
 - G. Submit advocacy plan to Whatcom for approval.
- C. Locally implement statewide youth marijuana prevention campaigns:
 - 1. Create and submit to Whatcom, an annual local media implementation plan to include implementation of the below:
 - i. You Can Youth Prevention Campaign
 - ii. Under the Influence of...You Parent Campaign
 - iii. Additional marijuana prevention campaigns developed by WA DOH, as relevant
 - 2. Implement approved local media campaign in San Juan County.
- D. Utilize Positive Community Norms and Science of the Positive framework to create marijuana prevention messaging:
 - 1. Participate in regional Positive Community Norms and Science of the Positive training and planning;
 - 2. Utilize framework in development of marijuana prevention messaging and communication.
- E. Attend relevant local, state, and national trainings related to marijuana prevention:
 - 1. Create and submit an annual training plan to Whatcom for approval;
 - 2. Attend approved meetings.
- F. Support youth groups in San Juan County to attend the Washington State Prevention Summit, Spring Youth Forum, or other approved youth events.
 - 1. Create and submit a youth leadership support plan to Whatcom for approval;
 - 2. Attend approved trainings.
- G. Participate in regional and state conference calls, trainings, and meetings, as available.
- H. Maintain accurate records of staff time dedicated to YMPEP activities.

- I. Provide monthly reports of program activities and staff effort to Lead Regional Coordinator for inclusion in DOH reporting. Contractor will use reporting form provided by Whatcom. Due dates will be no later than 10th day of the month, following the month activities occurred.
 - J. Perform all work necessary within the limits of the available resources from this agreement to implement the strategies, action steps and deliverables agreed to with regional partners and approved by DOH.
 - K. Request approval for budget adjustments that total 10% or more – approval required at least 15 days prior to expanding adjusted budget items.
 - L. Use no more than 20% of YMPEP allocation for indirect/overhead costs.
 - M. Comply with all applicable Federal and State requirements that govern this agreement and will cooperate with Whatcom on at least one annual site visit at a mutually agreeable time to discuss San Juan County program process and contract oversight.
3. TERM OF AGREEMENT: The start date of this grant funded project is July 1, 2020 therefore the start date of this agreement has been established as of that date, and shall be in effect through June 30, 2021.
 4. EXTENSION: The duration of this agreement may be extended by mutual written consent of the parties.
 5. 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:

Alyssa Pavitt, Program Specialist – apavitt@co.whatcom.wa.us
 Whatcom County Health Department
 509 Girard Street, Bellingham WA 98225
 (360) 778-6061

San Juan's representative shall be:

Cynthia Stark-Wickman, Prevention Coordinator – prevention@sanjuanco.com
 San Juan Health and Community Services
 PO Box 562, Friday Harbor WA 98250
 (360) 370-7516

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 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.
8. 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.

9. 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.
10. 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.
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.
12. 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:**

Anne Deacon, Human Services Manager 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

CONTRACTOR INFORMATION:

San Juan County Health and Human Services
PO Box 607
Friday Harbor, WA 98250

Signature Block

San Juan County Agreement Number:

Whatcom County Contract Number:

WHATCOM COUNTY

Satpal Sidhu
County Executive

(see page 5 for signature)

Date

SAN JUAN COUNTY
Health and Community Services
Mark Tompkins
Director

Date

APPROVED AS TO FORM ONLY
San Juan County Prosecuting Attorney
Jonathan Cain

Date

FINAL APPROVAL
County Manager
Michael J. Thomas

Date

EXHIBIT "B"
(COMPENSATION)

The source of funding for this contract, in an amount not to exceed \$26,000, is the Youth Marijuana Prevention and Education Contract with the Washington State Department of Health.

Contract Budget 07/01/2020 – 06/30/2021		
Item	Documentation required with invoice	Budget
Personnel	Expanded GL Report	\$13,400
Professional Services	Copy of sub-contracts and invoices	\$7,000
Advertising	Expanded GL Report	\$400
Travel & Training	For travel, training and conference expenditures, mileage will be reimbursed at the current Federal rate. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Lodging and meal costs are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Reimbursement requests for allowable travel, training and membership expenses (including conference/training registration fees) must be accompanied by receipts or vendor invoices. Receipts for meals are not required. Mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, are required for mileage reimbursement.	\$5,000
Supplies & Materials	Expanded GL Report	\$200
TOTAL		\$26,000

1. Budget adjustments that total ten percent (10%) or more - need approval at least 15 days prior to expending adjusted budget items.
2. Contractor will be required to submit a spend-down plan to the County if the following budget spending guidelines are not met: 50% by January 1, 2021, 75% by April 1, 2021 and 90% by June 1, 2021. If a spend-down plan is submitted and not carried through, it will be considered in future funding decisions.
3. Contractor may transfer funds between budget line items with prior County approval.

I. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 20th day of the month following the month of service. Invoices submitted for payment must include sufficient documentation to prove the validity of all costs claimed. A general ledger report of costs claimed toward this project will be sufficient for invoicing this agreement. Whatcom County reserves the right to request further back-up documentation for any costs

claimed for reimbursement. Equipment purchases are not an allowable expense. Food and incentive purchases must follow DOH YMPEP guidelines.

2. The Contractor shall submit invoices to *(include contract/PO #)*:

Attention: Business Office – HL-BusinessOffice@co.whatcom.wa.us
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.