

WHATCOM COUNTY
CONTRACT INFORMATION SHEET

Whatcom County Contract Number:

Originating Department:		85 Health and Community Services	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855060 Substance Abuse Program	
Contract or Grant Administrator:		Alyssa Pavitt	
Contractor's / Agency Name:		Northwest Educational Services District 189	
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?			
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	ALN#	
Is this contract grant funded?			
Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):	202501019	
Method of Procurement:	N/A – Interlocal Agreement	Contract Cost Center:	10008598.6610
Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Goods and services provided due to an emergency.	
<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:	
\$	12,000	1. Exercising an option contained in a contract previously approved by the council.	
This Amendment Amount:		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.	
Total Amended Amount:		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 funding for participation in planning and engagement efforts related to youth cannabis and tobacco prevention strategies and activities in the North Sound Region.			
Contract Term Ends:		09/30/2026	
Contract Routing:	1. Prepared by:	J. Thomson	Date: 02/18/2025
	2. Health Budget Approval	CR	Date: 09/02/2025
	3. Attorney signoff:	G. Greenan	Date: 09/03/2025
	4. AS Finance reviewed:	Bbennett	Date: 09/26/2025
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Executive Contract Review:		Date:
	8. Council approved (if necessary):	AB2025-686	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
WHATCOM COUNTY
AND
NORTHWEST EDUCATIONAL SERVICES DISTRICT 189

THIS AGREEMENT is made and entered into by and between Whatcom County ("Whatcom"), a County pursuant to the provisions of Title 36 RCW in the State of Washington and Northwest Educational Services District 189 ("NWESD 189"), an Educational Service District pursuant to Title 28A RCW in the State of Washington, pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** This agreement provides funding for participation in the North Sound Region Youth Cannabis and Commercial Tobacco Prevention Program, as more fully and definitively described in Exhibit A hereto.
2. **TERM OF AGREEMENT:** This Agreement shall be in effect from July 1, 2025 through June 30, 2026.
3. **STATEMENT OF WORK:** See attached Exhibit A, incorporated herein by this reference.
4. **FUNDS PROVIDED AND METHOD OF PAYMENT:** Funding for this agreement shall be provided for the period of 07/01/2025 through 06/30/2026; see attached Exhibit B, incorporated herein by this reference.
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
Whatcom County Health and Community Services
509 Girard Street
Bellingham, WA 98225
APavitt@co.whatcom.wa.us

NWESD 189's representative shall be:

Ismael Vivanco, Superintendent
Northwest Educational Services District 189
1601 R Avenue
Anacortes, WA 98221
ivivanco@nwesd.org

6. **ACCOUNTING AND AUDIT:** NWESD 189 agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles and to retain the same for a period of three years after the termination of this Agreement. The financial records shall be made available to representatives of Whatcom or any other governmental jurisdiction for audit, at such reasonable time and places as Whatcom shall designate.
7. **ASSIGNMENT AND SUBCONTRACTING:** The performance of all activities contemplated by this agreement shall be accomplished by NWESD 189. No portion of this agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of Whatcom.
8. **COMPLIANCE WITH LAWS:** NWESD 189 shall comply with all applicable laws, ordinance, and codes of the local, State and Federal governments. NWESD 189 shall submit any and all information that Whatcom requires to demonstrate such compliance with such laws, ordinances and codes within two weeks of Whatcom's request for such information. NWESD 189 covenants that its employees have no interest and will not acquire interest, direct or indirect, or any other interest which would conflict in any manner or degree with the performance of services hereunder. NWESD 189 further covenants that in the performance of this Agreement, no person having such interest will be employed.

9. **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.
10. **INDEMNIFICATION AND INSURANCE:** Each party agrees to be responsible and assume liability for its 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 agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to Whatcom or NWESD 189 by reason of entering into this agreement as expressly provided herein.
- NWESD 189 will obtain and maintain in force adequate insurance and/or self-insurance with coverage limits sufficient to cover potential liability arising within the Scope of Work.
- Recipient specifically and expressly waives any immunity that may be granted under the Washington Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.
11. **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.
12. **CHANGES, MODIFICATIONS, AMENDMENTS, EXTENSIONS, OR WAIVERS:** The agreement may be changed, modified, amended, or waived only by written agreement executed by NWESD 189 and Whatcom's County Executive (or designee). Waiver or breach of any term or condition of this agreement shall not be considered a waiver of any prior or subsequent breach.
- The duration, consideration and other terms and conditions of this Agreement may be extended after the initial term of this Agreement ONLY by mutual written agreement executed by NWESD 189 and Whatcom's County Executive (or designee).
13. **NONDISCRIMINATION IN SERVICES.** NWESD 189 shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, gender identity, or disability, unlawfully deny a qualified individual any facilities, financial aid, services, or other benefits provided under this Agreement or otherwise deny or condition services in a manner that violates any applicable laws against discrimination. If assignment or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. Whatcom shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.
14. **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.
15. **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.
16. **VENUE STIPULATION:** This Agreement has been and shall be considered as having been made and delivered within the State of Washington and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained herein, shall be instituted and maintained only in Skagit County Superior Court, Washington.
17. **STATUS OF EMPLOYEES:** Neither NWESD 189 nor personnel employed by NWESD 189 shall acquire any rights or status Whatcom's employment, nor shall they be deemed employees or agents of Whatcom for any

purpose other than specified herein. NWESD 189 shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs.

18. OTHER PROVISIONS: NWESD 189 and Whatcom will comply with all applicable Federal and State requirements that govern this agreement.
19. This Agreement has been approved and authorized by the governing bodies of NWESD 189 and Whatcom and each party represents that the persons executing this Agreement have been authorized to do so on or behalf of the public entity referenced below.
20. This Agreement shall be posted or recorded by Whatcom, as required by RCW 39.34.040.

IN WITNESS WHEREOF, the parties have executed this Agreement on:

NORTHWEST EDUCATIONAL SERVICES DISTRICT 189

Ismael Vivanco, Superintendent Date

**WHATCOM COUNTY:
Recommended for Approval:**

Ann Beck, Community Health & Human Services Manager Date

Charlene Ramont, Interim Director Date

Approved as to form:

Greg Greenan, Senior Civil Deputy Prosecutor Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, County Executive Date

EXHIBIT A STATEMENT OF WORK

I. Background and Purpose

Whatcom County receives funding from the Washington State Department of Health (DOH) to serve as the lead agency for the North Sound Regional Youth Cannabis and Commercial Tobacco Prevention Program (YCCTPP), whose goal is to reduce initiation and use of cannabis and tobacco by youth, ages 12-20, in the North Sound Region serving Island, San Juan, Skagit, Snohomish, and Whatcom Counties. Northwest Educational Services District 189 (NWESD 189) collaborates with Whatcom County and participates in planning and engagement efforts related to youth cannabis and tobacco prevention strategies and activities.

Through this agreement, designated YCCTPP staff at NWESD 189 will engage in ongoing learning on youth cannabis and commercial tobacco prevention topics and implement YCCTPP work plan activities in collaboration with school-based partners throughout the region. As outlined in Section II., activities will include involvement in a regional network, outreach with school partners, providing meeting space, and supporting regional strategies.

II. Statement of Work

A. Whatcom will:

1. Lead and facilitate the North Sound Region YCCTPP Strategic Plan and Regional Network.
2. Provide technical assistance and support to NWESD 189 in performing their YCCTPP work.
3. Include NWESD 189 staff in regional YCCTPP communication, trainings, and meetings.
4. Share State and regional YCCTPP resources with designated NWESD 189 staff.
5. Provide NWESD 189 with templates for submitting work plans, budgets, and reporting.

B. NWESD 189 will:

1. Designate lead staff to actively engage in the North Sound Region YCCTPP and Network, as follows:
 - a. Attend quarterly regional network meetings
 - b. Attend quarterly regional subcontractor meetings
 - c. Participate in quarterly check-in calls with Whatcom
 - d. Participate in regional YCCTPP strategic planning efforts
 - e. Participate in YCCTPP WA Practice Collaborative (PC):
 - i. Attend bi-monthly PC meetings, as available
 - f. Participate in statewide YCCTPP workgroups/coalitions, as relevant
2. Conduct outreach with school partners on:
 - a. Local, regional, and state opportunities for youth prevention trainings and engagement in prevention (Regional Peer to Peer, Youth Summits, etc.).
 - b. Regional opportunities for School Substance Use Discipline Practices support.
 - c. Regional trainings, technical assistance, and resources to support building spaces of safety and belonging for LGBTQ+ youth.
 - d. Other prevention related professional development training opportunities (regional, state, and national).

- e. Educational resources on cannabis, vaping, and tobacco prevention and cessation, including quit kits.
 - f. Healthy Youth Survey data regarding Youth Cannabis and Tobacco Prevention.
- 3. Provide meeting space for the YCCTPP Regional Network, including: quarterly meetings, sub-committee meetings, and regional trainings.
- 4. Support Regional YCCTPP strategies, including:
 - a. Addressing school discipline policies through training and/or TA for Student Assistance Professionals (SAP), school administrators, and more.
 - b. Exploring Healthy Youth Survey data in relation to youth cannabis and tobacco prevention and to inform potential, additional projects.
 - c. Compiling educational resources on youth cannabis and tobacco prevention.
 - d. Gathering input from youth and school partners on cannabis and tobacco prevention.
 - e. Assessing and planning for training needs for SAPs and school partners, in relation to YCCTPP efforts.
 - f. Participating in safe storage focused regional efforts.
 - g. Building spaces of safety and belonging for LGBTQ+ youth
 - h. Exploring vape disposal options for schools
- 5. Attend or support adult and/or youth prevention partners in attending approved local, state, and/or national training related to youth cannabis and tobacco prevention.
- 6. Participate in other efforts, as approved, that align with the North Sound Region Youth Cannabis and Tobacco Prevention Regional Plan.
- 7. Submit a detailed workplan for 2025-2026 efforts to Whatcom County by October 31, 2025.
- 8. Maintain accurate records of staff time dedicated to YCCTPP activities.
- 9. Provide verification that background checks have been completed for all staff and volunteers who will work with youth (ages 0 – 17).
- 10. Provide monthly reports of program activities and staff efforts to the Lead Regional Coordinator for inclusion in DOH reporting. NWESD 189 will use the reporting form provided by Whatcom. Due dates will be no later than the 15th day of the month, following the month the activities occurred.
- 11. 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.
- 12. Request approval for budget adjustments that total 10% or more – approval is required at least 15 days prior to expanding adjusted budget items.
- 13. Comply with all Federal and State requirements that govern this agreement.
- 14. Cooperate with Whatcom on at least one annual site visit at a mutually agreeable time to discuss NWESD 189's program process and contract oversight.

EXHIBIT B COMPENSATION

Budget and Source of Funding: The source of funding for this agreement, **for the period of 07/01/2025 – 06/30/2026**, in a total amount not to exceed \$12,000, is the YCCTPP Grant from the Washington State Department of Health. The budget for this agreement is as follows:

Item	¹ Documents Required with Each Invoice	² Budget
Personnel	Expanded GL Report	\$8,906
Technology, space, room fees	Expanded GL Report	\$1,332
Program Supplies and Materials		\$373
Travel & Training	See Exhibit B.1 (5.d. and 5.e.)	\$200
SUBTOTAL		\$10,811
³ Indirect @ 11%		\$1,189
TOTAL		\$12,000

- ¹ 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 program will be sufficient for invoicing this agreement. NWESD 189 must follow YCCTPP funding guidelines for each funding source. Equipment purchases are typically not an allowable expense. Food and incentives purchase must follow DOH YCCTPP guidelines.
- ² Budget adjustments that total 10% or more require approval from Whatcom's Contract Administrator at least 15 days prior to expending adjusted budget items. NWESD 189 may be required to submit a spend-down plan to Whatcom if the following budget spending guidelines are not met: 50% by January 1, 2026, 75% by April 1, 2026, and 90% by June 1, 2026. If a spend-down plan is submitted and not carried through, it will be considered in future funding decisions.
- ³ NWESD 189 may be reimbursed for indirect costs at their federally negotiated rate.

NWESD 189's Invoicing Contact Information:	
Name	Ismael Vivanco
Phone	360-299-4002
Email	ivivanco@nwesd.org

Refer to Exhibits B.1 and B.2 for additional invoicing requirements and information.

EXHIBIT "B.1"
Invoicing – General Requirements

1. When applicable, NWESD 189 may transfer funds among budget line items. Line item changes that exceed 10% of the total budget must be pre-approved by the Whatcom's Contract Administrator, prior to invoicing.
2. NWESD 189 shall submit invoices indicating the Whatcom-assigned contract number to HL-BusinessOffice@co.whatcom.wa.us and APavitt@co.whatcom.wa.us
3. NWESD 189 shall submit itemized invoices on a monthly basis in a format approved by Whatcom and by the 15th of the month, following the month of service, except for January and July where the same is due by the 10th of the month.
4. When applicable, NWESD 189 will utilize grant funding sources in the order of their expiration date as indicated by Whatcom, prior to spending local funding sources, when no funding restrictions prevent doing so.
5. NWESD 189 shall submit the required invoice documentation identified in Exhibit B.
 - a. Whatcom reserves the right to request additional documentation in order to determine eligible costs. Additional documentation must be received within 10 business days of Whatcom's request.
 - b. When applicable, if GL reports for personnel reimbursement do not specify position titles, additional documentation must be provided that includes staff name and position title.
 - c. When applicable, for subcontracted services, copies of paid invoices that include types of service, student identifier, dates, number of hours and rate are required.
 - d. When applicable, mileage will be reimbursed at the current GSA rate (www.gsa.gov). Reimbursement requests for mileage must include:
 1. Name of staff member
 2. Date of travel
 3. Starting address (including zip code) and ending address (including zip code)
 4. Number of miles traveled
 - e. When applicable, travel and/or training expenses will be reimbursed as follows:
 1. Lodging and meal costs for training are not to exceed the current GSA rate (www.gsa.gov), specific to location.
 2. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts.
 3. Reimbursement requests for allowable travel and/or training must include:
 - a. Name of staff member
 - b. Dates of travel
 - c. Starting point and destination
 - d. Brief description of purpose
 - e. Receipts for registration fees or other documentation of professional training expenses.
 - f. Receipts for meals are not required.
6. Payment by Whatcom will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from NWESD 189. Whatcom may withhold payment of an invoice if NWESD 189 submits it or the required invoice documentation, more than 30 days after the month of services performed and/or the expiration of this contract.
7. 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.**
8. Duplication of billed costs or payments for service: NWESD 189 shall not bill Whatcom for services performed or provided under this contract, and Whatcom shall not pay NWESD 189, if NWESD 189 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. NWESD 189 is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

EXHIBIT "B.2"
Invoice Preparation Checklist For Vendors

Whatcom intends to pay you promptly. Below is a checklist to ensure your payment will be processed quickly. Provide this to the best person in your company for ensuring invoice quality control.

- ☐ Send the invoices to the correct address:
HL-BusinessOffice@co.whatcom.wa.us and APavitt@co.whatcom.wa.us
- ☐ Submit invoices monthly, or as otherwise indicated in your contract.

Verify that:

- ☐ invoices 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.**
- ☐ the time period for services performed is clearly stated and within the contract term beginning and end dates. Also verify any other dates identified in the contract, such as annual funding allocations;
- ☐ invoice items have not been previously billed or paid, given the time period for which services were performed;
- ☐ enough money remains on the contract and any amendments to pay the invoice;
- ☐ the invoice is organized by task and budget line item as shown in Exhibit B;
- ☐ the Overhead or Indirect Rate costs match the most current approved rate sheet;
- ☐ the direct charges on the invoice are allowable by contract. Eliminate unallowable costs.
- ☐ personnel named are explicitly allowed for within the contract and the Labor Rates match the most current approved rate sheet;
- ☐ back-up documentation matches what is required as stated in Exhibit B and B.1;
- ☐ contract number is referenced on the invoice;
- ☐ any pre-authorizations or relevant communication with Whatcom's Contract Administrator is included; and
- ☐ Check the math.

Whatcom will not reimburse for:

- Alcohol or tobacco products;
- Traveling Business or First Class; or
- Indirect expenses exceeding 11% except as approved in an indirect or overhead rate agreement.