

**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:		Alicia Guildner	
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"/>
Already approved? Council Approved Date:		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	If yes, grantor agency contract number(s):		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	ALN#	
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		
Yes <input type="checkbox"/>	No <input type="checkbox"/>	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 <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b>	
\$	29,000	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 services 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: 08/20/2025
	3. Attorney signoff:	T. Greenan	Date: 08/15/2025
	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):	AB2025-689	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 organized pursuant to the provisions of Title 36 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 September 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:

Alicia Guildner, Program Specialist  
Whatcom County Health and Community Services  
509 Girard Street  
Bellingham, WA 98225  
[AGuildne@co.whatcom.wa.us](mailto:AGuildne@co.whatcom.wa.us)

San Juan's representative shall be:

Natalie Miller-Nawn, Prevention Coordinator  
San Juan County  
PO Box 607  
Friday Harbor, WA 98250  
[natalien@sanjuancountywa.gov](mailto:natalien@sanjuancountywa.gov)

6. ACCOUNTING AND AUDIT: San Juan 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 San Juan. 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: San Juan shall comply with all applicable laws, ordinance, and codes of the local, State and Federal governments. San Juan 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. San Juan 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. San Juan 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 San Juan by reason of entering into this agreement as expressly provided herein.
- San Juan 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 either party. 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 Whatcom's County Executive (or designee) and San Juan.
13. **NONDISCRIMINATION IN SERVICES.** San Juan 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 San Juan nor personnel employed by San Juan shall acquire any rights or status in Whatcom's employment, nor shall they be deemed employees or agents of Whatcom for any purpose other than specified herein. San Juan 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: San Juan 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 San Juan 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:

**WHATCOM COUNTY:**

**Recommended for Approval:**

\_\_\_\_\_  
Ann Beck, Community Health & Human Services Manager      Date

\_\_\_\_\_  
Charlene Ramont, Interim Director      Date

**Approved as to form:**

Approved by email JT/TG      08/15/2025  
\_\_\_\_\_  
Thomas G. Greenan, Senior Civil Deputy Prosecutor      Date

**Approved:**

Accepted for Whatcom County:

By: \_\_\_\_\_  
Satpal Singh Sidhu, County Executive      Date

**San Juan County Agreement Number:**

**Whatcom County Contract Number:**

**SAN JUAN COUNTY**

**Health and Community Services**

Mark Tompkins

Director

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Date

**APPROVD AS TO FORM ONLY**

San Juan County Prosecuting Attorney

Amy Vira

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Date

**FINAL APPROVAL**

County Manager

Jessica Hudson

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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 San Juan, Skagit, Snohomish, and Whatcom Counties. San Juan County 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 San Juan County will engage in ongoing learning on youth cannabis and commercial tobacco prevention topics and lead the implementation of the county-level YCCTPP work plan in collaboration with local partners such as community coalitions, schools, community organizations, and youth. As outlined in Section II., activities will include involvement in a regional network, community outreach, engagement, promotion, and assessment.

### **II. Statement of Work**

#### **A. Whatcom will:**

1. Lead and facilitate the North Sound Region YCCTPP Strategic Plan.
2. Provide technical assistance and support to San Juan in performing their YCCTPP work.
3. Include San Juan staff in regional YCCTPP communication, trainings, and meetings.
4. Share State and regional YCCTPP resources with designated San Juan staff.
5. Provide San Juan with templates for submitting work plans, budgets, and reporting.
6. Lead the North Sound Region YCCTPP partners through assessment and workplan updates, as required by the Washington State DOH. At completion of the updated regional workplan, Whatcom will approve a detailed workplan covering YCCTPP tasks for the remainder of the funding period.

#### **B. San Juan 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):
    1. Attend bi-monthly PC meetings as available
    2. Participate in statewide YCCTPP workgroups/coalitions
      - a. Youth Empowerment
      - b. Rural Network
      - c. Washington Breathes Workgroups
2. Conduct outreach with coalition, school, and community partners on:

- a. Local, regional, and state opportunities for youth prevention trainings and engagement in prevention (e.g., Regional Peer to Peer, Youth Summits).
  - b. Regional opportunities for School Substance Use Discipline Practices support [including Cascadia Youth Mental Health School Discipline resources and technical assistance (TA), Northwest ESD 189 and OSPI trainings and resources].
  - c. Regional trainings, TA, Community of Practice, and Youth Advisory Board to support building spaces of safety and belonging for LGBTQ+ youth.
  - d. Regional workgroup projects progress and participation (including Safe Storage, Positive Community Norms).
  - e. Equity focused trainings and resources (WA DOH Priority Population contractors and local, state, and national resources).
  - f. Prevention related professional development training opportunities (regional, state, and national).
  - g. Educational resources on cannabis, vaping, and tobacco prevention and cessation, including quit kits.
  - h. Healthy Youth Survey (HYS) data regarding youth cannabis and tobacco prevention.
3. Conduct community engagement work related to regional youth cannabis and tobacco prevention workplan, including:
- a. Recruiting partners in San Juan County communities to participate in regional network and youth cannabis and tobacco prevention strategies.
  - b. Attending coalition meetings to promote regional strategies and be a resource on youth cannabis and tobacco prevention.
  - c. Supporting youth groups, school-based or otherwise (including Peer to Peer), in their school and/or community prevention efforts.
  - d. Serving as a local expert on youth cannabis and tobacco prevention; i.e., conducting presentations, sharing resources, and/or providing technical assistance to groups including coalitions, schools, and community groups, on current “hot topics” in youth cannabis and tobacco prevention).
  - e. Gathering community input on cannabis and tobacco prevention from local youth and/or parents (e.g., listening sessions, surveys, informational interviews).
  - f. Providing educational resources and tools regarding Washington State Liquor and Cannabis Board (LCB) rulemaking and legislative processes to local partners.
  - g. Engaging with LCB, legislators, and other local and state decision makers on key topics in cannabis and tobacco prevention.
  - h. Collaborating with local and regional partners on efforts around safe storage of cannabis and tobacco products.
4. Participate in regional assessment of tobacco, nicotine, and hemp-derived products promotion and advertising policies:
- a. Promote scan of tobacco, nicotine, and vapor sales, advertising, and promotion practices, including but not limited to: utilization of Community Assessment of Neighborhood Stores (CANS) and the Standardized Tobacco Assessment for Retail Settings: Vape Stores (vSTARS).
    - i. Promote youth involvement in CANS canvassing, where applicable.

- b. Review assessment results to determine focus areas for future retailer engagement and education on youth prevention.
- 5. Coordinate YCCTPP communication and advertising tasks in San Juan County:
  - a. Create and implement a media plan to promote You Can/Choose You, Under the Influence of You, WA Quitline, and any additional Youth Cannabis and Tobacco Prevention campaigns and resources provided by WA DOH.
  - b. Participate in regional and/or local efforts to utilize HYS data and/or community surveys to create positive community norms messaging around youth cannabis and tobacco prevention.
- 6. Attend or support adult and/or youth prevention partners in San Juan County in attending approved local, state, and/or national training related to youth cannabis and tobacco prevention.
- 7. Participate in other efforts, as approved, that align with the North Sound Region Youth Cannabis and Tobacco Prevention Regional Plan.
- 8. Submit a detailed workplan for 205-2026 efforts to Whatcom County by October 31, 2025.
- 9. Maintain accurate records of staff time dedicated to YCCTPP activities.
- 10. Provide verification that background checks have been completed for all staff and volunteers who will work with youth (ages 0 – 17).
- 11. Provide monthly reports of program activities and staff efforts to the Lead Regional Coordinator for inclusion in DOH reporting. San Juan will use the reporting form provided by Whatcom. Due dates will be no later than the 15<sup>th</sup> day of the month, following the month the activities occurred.
- 12. 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.
- 13. Request approval for budget adjustments that total 10% or more – approval is required at least 15 days prior to expanding adjusted budget items.
- 14. Comply with all Federal and State requirements that govern this agreement.
- 15. Cooperate with Whatcom on at least one annual site visit at a mutually agreeable time, to discuss San Juan'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 \$29,000, is the YCCTPP Grant from the Washington State Department of Health. The budget for this agreement is as follows:

Item	<sup>1</sup> Documents Required with Each Invoice	<sup>2</sup> Budget
Personnel	Expanded GL Report	\$24,917
Travel and Training	See Exhibit B.1 (6.c and 6.d)	\$300
<b>SUBTOTAL</b>		<b>\$25,217</b>
<sup>3</sup> Indirect @ 15%		\$3,783
<b>TOTAL</b>		<b>\$29,000</b>

- <sup>1</sup> 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. San Juan 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.
- <sup>2</sup> Budget adjustments that total 10% or more require approval from Whatcom's Contract Administrator at least 15 days prior to expending adjusted budget items. San Juan 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.
- <sup>3</sup> Whatcom will reimburse indirect at the de minimis rate of 15% on Modified Total Direct Costs as described in 2 CFR 200.1, Office of Management and Budget Guidance for Grants and Agreements.

San Juan's Invoicing Contact Information:	
Name	
Phone	
Email	

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

**EXHIBIT "B.1"**  
**Invoicing – General Requirements**

1. When applicable, San Juan 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. San Juan shall submit invoices indicating the Whatcom-assigned contract number to [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us) and [AGuildne@co.whatcom.wa.us](mailto:AGuildne@co.whatcom.wa.us)
3. San Juan shall submit itemized invoices on a monthly basis in a format approved by Whatcom and by the 15<sup>th</sup> of the month, following the month of service, except for January and July, where the same is due by the 10<sup>th</sup> of the month.
4. When applicable, San Juan 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. San Juan 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](http://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](http://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 San Juan. Whatcom may withhold payment of an invoice if San Juan 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: San Juan shall not bill Whatcom for services performed or provided under this contract, and Whatcom shall not pay San Juan, if San Juan 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. San Juan 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](mailto:HL-BusinessOffice@co.whatcom.wa.us) and [AGuildne@co.whatcom.wa.us](mailto:AGuildne@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 15% except as approved in an indirect or overhead rate agreement.