

**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 Program		
Contract or Grant Administrator:	Alyssa Pavitt		
Contractor's / Agency Name:	Skagit 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? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____			
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, Whatcom County grant contract number(s): <u>201801023</u>			
Is this contract the result of a RFP or Bid process?      Contract Cost Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Center: <u>677350</u>			
Is this agreement excluded from E-Verify?      No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.			
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): \$ <u>28,000</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	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> : 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.		
Summary of Scope: The purpose of this contract is to fund implementation of youth marijuana prevention activities in Skagit County.			
Term of Contract:	<u>1 Year</u>	Expiration Date:	<u>06/30/2020</u>

Contract Routing:	1. Prepared by: <u>JT</u>	Date: <u>06/13/2019</u>
	2. Health Budget Approval: <u>KR</u>	Date: <u>06/20/2019</u>
	2. Attorney signoff: _____	Date: _____
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>6/21/19</u> <u>6/26/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN

Whatcom County  
AND  
Skagit County

Whatcom County Contract Number

THIS AGREEMENT is made and entered into by and between Whatcom County ("Whatcom") and Skagit County ("Skagit"), 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 plan and implement youth marijuana prevention activities outlined in the Skagit County Work Plan.

2. RESPONSIBILITIES:

Whatcom will:

- A. Lead and facilitate a regional strategic planning process, create a 5-year Strategic Plan for the North Sound Regional Youth Marijuana Prevention and Education Program (YMPEP), and lead implementation of the developed plan.
- B. Provide technical assistance and support to Skagit County in carrying out their YMPEP work.
- C. Include Skagit County staff in regional YMPEP communication, trainings and meetings.
- D. Provide Skagit County with templates for submitting work plan, budget (Attachment B "Compensation") and reporting.

Contractor will:

- A. Implement the following activities in Skagit County as part of the Regional Marijuana Prevention Program:
  - I. **Actively engage in Regional Marijuana Prevention Program & Network:**
    - a. Attend quarterly Regional Network meetings.
    - b. Participate in monthly YMPEP subcontractor phone meetings.
    - c. Attend each CPWI/DFC coalition in your county at least once during the year to share about YMPEP strategies and promote regional network.
    - d. Promote joining the Regional Network to partners in your county through: coalitions, meetings, and program emails/newsletters. Provide contacts to Regional Coordinator for Regional Network Listserv.
    - e. Join and participate in the YMPEP Practice Collaborative WA Portal.
    - f. Participate in a regional needs assessment during July – August 2019.
  - II. **Serve as a leader and advocate for marijuana prevention in your county:**
    - a. Promote YMPEP professional development training opportunities to partners in your county.
    - b. Promote Youth Empowerment opportunities coordinated through YMPEP, including One Voice, to youth prevention clubs in your county.
    - c. Share education 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. 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.

**III. Locally implement statewide youth marijuana prevention campaigns:**

- a. 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. Know About Cannabis Adult Campaign
  - iv. Additional marijuana prevention campaigns developed by WA DOH, if relevant.
- b. Implement the approved local media campaign(s) in your county.

**IV. Actively participate in regional efforts to reduce youth access to marijuana:**

- a. Provide local insights, data and partnerships as an active participant of a regional Youth Access Committee. This committee will assess needs and guide development of strategies to keep marijuana out of the hands of youth, including retailer education materials and a social norms campaign.
- b. Complete data gatherings as needed with local marijuana retailers, marijuana users and/or youth during development of youth access strategies.
- c. Participate in committee development of a regional implementation plan and lead implementation in your county.

**V. Attend relevant local, state, national trainings related to marijuana prevention:**

- a. Create and submit an annual training plan to Whatcom for approval.
- b. Attend approved trainings.

**VI. Support youth groups in your county to attend the Washington State Prevention Summit and/or Spring Youth Forum**

- a. Create and submit a youth leadership support plan to Whatcom for approval.
- b. Attend approved trainings.

- B. Participate in regional and state conference calls, trainings and in-person meetings, as available.
- C. Provide meeting space on a rotation basis, as requested.
- D. Maintain accurate records of staff time dedicated to YMPEP activities.
- E. Provide monthly reports of program activities and staff effort to Lead Regional Coordinator for inclusion in DOH reporting. Contractor will use reporting form provide by Whatcom. Due dates will be no later than the 10<sup>th</sup> day of the month, following the month activities occurred.
- F. 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.
- G. Request approval for budget adjustments that total 10% or more – approval required at least 15 days prior to expending adjusted budget items.

H. Use no more than 20% of YMPEP allocation for indirect/overhead costs.

I. 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 Skagit County program process and contract oversight.

3. **TERM OF AGREEMENT:** The start date for this grant funded project is July 1, 2019 therefore the start date of this contract has been established as of that date and shall be effective through June 30, 2020.
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 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.

5.1 Whatcom's representative shall be:

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

5.2 Skagit's representative shall be:

Danica Sessions, Community Health Coordinator – [danicas@skagit.wa.us](mailto:danicas@skagit.wa.us)  
Skagit County Health Department  
700 S Second, Room 301  
Mount Vernon, WA 98273  
(360) 416-1521

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 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 the other party harmless from any such liability. It is further provided that no liability shall attach to Whatcom County by reason of entering into this contract except as expressly provided herein.
8. **TERMINATION:** Any party hereto may terminate this Agreement upon (30) days-notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, 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 AND 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: Contractor will comply with all applicable Federal and State requirements that govern this Agreement.

DEPARTMENT APPROVAL

Anne Deacon  
Anne Deacon, Human Services Manager

6/24/19  
Date

Regina Delahunt  
Regina Delahunt, Director

6/24/19  
Date

WHATCOM COUNTY

JACK LOUWS  
County Executive

STATE OF WASHINGTON    )  
  )  
COUNTY OF WHATCOM    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 Commission expires: \_\_\_\_\_

APPROVED AS TO FORM

Royce Buckingham  
Royce Buckingham, Deputy Prosecuting Attorney

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**BOARD OF COUNTY  
COMMISSIONERS SKAGIT  
COUNTY, WASHINGTON**

\_\_\_\_\_  
Kenneth A. Dahlstedt, Chair

\_\_\_\_\_  
Lisa Janicki, Commissioner

Attest:

\_\_\_\_\_  
Ron Wesen, Commissioner

\_\_\_\_\_  
Clerk of the Board

For contracts under \$5,000: Authorization  
per Resolution R20030146

Recommended:

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Department Head

Approved as to form:

\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

\_\_\_\_\_  
Risk Manager

Approved as to budget:

\_\_\_\_\_  
Budget & Finance Director

**EXHIBIT "B"**  
(COMPENSATION)

The source of funding for this contract, in an amount not to exceed \$28,000, is the Youth Marijuana Prevention and Education Contract with the Washington State Department of Health.

<b>Contract Budget 7/1/2019 – 6/30/2020</b>		
<b>Item</b>	<b>Documentation needed with invoice</b>	<b>Budget</b>
Personnel	Expanded GL Report	\$15,700
Supplies, Materials, Printing	Expanded GL Report	\$333
Advertising	Expanded GL Report	\$3,000
Professional Services	Copy of sub-contracts and invoices	\$2,000
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 ( <a href="http://www.gsa.gov">www.gsa.gov</a> ), 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.	\$2,300
Administration	20% - Copy of approved indirect cost plan required for 20%; if not received, 10% will be the maximum allowed.	\$4,667
<b>TOTAL</b>		<b>\$28,000</b>

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, 2020, 75% by April 1, 2020 and 90% by June 1, 2020. 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 20<sup>th</sup> 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](mailto: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.