

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-035

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	JT	10/19/2017	RECEIVED JAN 09 2018 WHATCOM COUNTY COUNCIL	1/16/18	Council
Division Head:	<i>[Signature]</i>	12/14/17			
Dept. Head:	<i>[Signature]</i>	12/27/17			
Prosecutor:	<i>[Signature]</i>	1-4-18			
Purchasing/Budget:					
Executive:	<i>[Signature]</i>	1-8-18			

TITLE OF DOCUMENT:

Island County Youth Marijuana Prevention & Education Program Interlocal Agreement

ATTACHMENTS:

1. Memo to County Executive
2. Contract Information Sheet
3. 2 Originals of Agreement

SEPA review required? () Yes (X) NO
 SEPA review completed? () Yes () NO

Should Clerk schedule a hearing? () Yes (X) NO
 Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

The purpose of this agreement is to provide funding for the Island County Health Department to support their participation in planning and implementing regional youth marijuana strategies and activities.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #:

Related File Numbers:

Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.



RECEIVED

JAN 08 2018

MEMORANDUM

TO: Jack Louws, County Executive

FROM: *RAD*
Regina A. Delahunt, Director

RE: Island County Youth Marijuana Prevention and Education Program
Interlocal Agreement

DATE: December 11, 2017

JACK LOUWS
COUNTY EXECUTIVE

Enclosed are two (2) originals of an Interlocal Agreement between Whatcom County and Island County for your review and signature.

▪ **Background and Purpose**

The Washington Initiative 502 passed in November of 2012 and went into effect July 1, 2015. I-502 directed the Washington State Department of Health to implement a grants program for local health departments or other local community agencies that supports development and implementation of coordinated intervention strategies for the prevention and reduction of marijuana use by youth. The goal of the department's Youth Marijuana Prevention and Education Program (YMPEP) is to reduce initiation and use of marijuana by youth (ages 12-20), especially among populations most adversely affected by marijuana use throughout Washington State. Whatcom County Health Department is the lead agency for the North Sound Regional YMPEP and the purpose of this contract is to provide funding to Island County Public Health to support their participation in planning and implementing regional youth marijuana strategies and activities. The start date of this agreement is July 1st as it is the official date Whatcom became the lead agency, and we are supporting YMPEP work that is continuing in our region.

▪ **Funding Amount and Source**

These funds are from the Washington State Department of Health Youth Marijuana Prevention Education Program and are included in the 2017 budget. The allocation amount is \$18,330. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Alyssa Pavitt at extension 6061 if you have any questions regarding this agreement.

Encl.



**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201801013

Originating Department:	Health
Division/Program: (i.e. Dept. Division and Program)	Human Services
Contract or Grant Administrator:	Alyssa Pavitt
Contractor's / Agency Name:	Island County

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No

Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded?
Yes No If yes, Whatcom County grant contract number(s): 201412008

Is this contract the result of a RFP or Bid process?
Yes No Contract Cost
If yes, RFP and Bid number(s): _____ Center: 677350

Is this agreement excluded from E-Verify? No Yes 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):

\$	18,330
This Amendment Amount:	
\$	
Total Amended Amount:	
\$	

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, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies or equipment included approved in the budget.
4. 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:

Term of Contract:	1 Year	Expiration Date:	6/30/2018
Contract Routing:	1. Prepared by:	JT	Date: 3/29/17
	2. Attorney signoff:	RB	Date: 1/2/2018
	3. AS Finance reviewed:	BB <i>BB</i>	Date: 1/5/18
	4. IT reviewed (if IT related):		Date:
	5. Contractor signed:	JJ	Date: 12/14/17
	6. Submitted to Exec.:	✓	Date: 1-8-18
	7. Council approved (if necessary):		Date:
	8. Executive signed:		Date:
	9. Original to Council:		Date:

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN

Whatcom County
AND
Island County

Whatcom County Contract Number 201801013
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THIS AGREEMENT is made and entered into by and between Whatcom County ("Whatcom") and Island County ("Island"); 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 Island County Work Plan.
2. RESPONSIBILITIES:

Whatcom will:

1. Lead and facilitate a regional strategic planning process, create a 5-Year Strategic Plan for the North Sound Region Youth Marijuana Prevention and Education Program (YMPEP), and lead implementation of the developed plan.
2. Provide technical assistance and support to Island County in carrying out their Youth Marijuana Prevention and Education Program (YMPEP) work.
3. Include Island County staff in regional Youth Marijuana Prevention and Education Program communication, trainings and meetings.
4. Share State and regional YMPEP resources with designated Island County staff.
5. Provide Island County with templates for submitting work plan, budget, and reporting.

Island will:

1. Develop a budget and work plan using the template provided by Whatcom, and submit to Whatcom for approval by October 20th 2017. Budget and work plan must be approved before submitting first invoice. The budget and work plan will outline project expenditures, including salary for YMPEP funded staff, training and travel, and specific tasks and deliverables to address the following areas:
 - A. Actively participating in the Regional Strategic Planning process including providing expertise, additional data and knowledge, and representing local partners and sectors
 - B. Attending Regional Network and Regional Strategic Planning Team Meetings
 - C. Recruiting local representatives interested in Marijuana Prevention to join the North Sound Regional Network
 - D. Being a local resource for Marijuana Prevention efforts in communities served by Island

- E. Additional primary, innovative, and/or training strategies and activities selected by Island for implementation during the period of this agreement. Island will only select strategies and activities from the DOH approved list of strategies provided by Whatcom.
2. Participate in regional and state conference calls, trainings, and in-person meetings as available.
3. Provide meeting space on a rotation basis, as requested.
4. Maintain accurate records of staff time dedicated to YMPEP activities.
5. Provide monthly reports of program activities and staff effort to Whatcom's Lead Regional Coordinator for inclusion in DOH reporting. Island will use reporting form provided by Whatcom. Due dates will be no later than the 10th day of the month following the month activities occurred.
6. 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.
7. Request approval for Budget adjustments that total ten percent (10%) or more - need approval at least 15 days prior to expending adjusted budget items.
8. Use no more than twenty percent (20%) of YMPEP allocation for indirect/overhead costs.
9. Comply with all applicable Federal and State requirements that govern this agreement and will cooperate with Whatcom County on at least one annual site visit at a mutually agreeable time to discuss Island County program progress and contract oversight.
3. **TERM OF AGREEMENT:** The start date for this grant funded project is July 1, 2017 therefore the start date of this contract has been established as of that date, and shall be in effect through March 31, 2018.
4. **EXTENSION:** The duration of this Agreement may be extended by mutual written consent of the parties.
5. **MANNER OF FINANCING:**

The source of funding for this agreement is the Youth Marijuana Prevention Education Program contract from the Washington State Department of Health.

Island County will be reimbursed for costs associated with meeting the requirements established in the "Responsibilities" section above in an amount not to exceed \$18,330.

Invoicing

- A. All reimbursed costs must be allowable as defined in OMB Circular A-87, *Cost Principles for State, Local and Indian Tribal Governments*.

- B. Indirect Costs: Eligible program costs include direct program costs and indirect cost reimbursement. With the first invoice claiming indirect costs, Island County will submit a copy of their Cost Allocation Agreement. The rate or rates specified in the agreement will be established following applicable Federal cost principles. The indirect rate used for this contract will not exceed 20% or the rate specified in the submitted Cost Allocation Agreement if it is lower than 20%.
- C. Island County shall submit itemized invoices on a monthly basis in a format approved by Whatcom County. 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.
- D. Island County shall submit invoices to *(include PO#)*:

HL-BusinessOffice@whatcomcounty.us OR

Attention: Business Office
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

- E. Payment to Island County for approved and completed work will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Whatcom County. Whatcom County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
- F. 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.

- G. **Duplication of Billed Costs or Payments for Service:** Island County shall not bill Whatcom County for services performed or provided under this contract and Whatcom County shall not pay Island County, if Island County 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. Island County is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
- 6. 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.

6.1 Whatcom County'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

6.2 Island County's representative shall be:

Laura Luginbill, Assessment & Healthy Communities Director – L.Luginbill@co.island.wa.us
Island County Public Health
1 NE 7th Street
Coupeville, WA 98239
(360) 678-7939

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. OTHER PROVISIONS: Island County will comply with all applicable Federal and State requirements that govern this Agreement.

WHATCOM COUNTY

PROGRAM APPROVAL

Anne Deacon
Anne Deacon, Human Services Manager

12/14/17
Date

Regina Delahunt
Regina Delahunt, Director

12/27/17
Date

WHATCOM COUNTY

JACK LOUWS
County Executive

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

On this _____ day of _____, 2017, before me personally appeared Jack Louws, to me known as 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

[Signature]
Royce Buckingham, Deputy Prosecuting Attorney

1-4-18
Date

