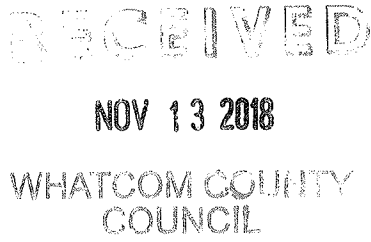


WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-345

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	JT	10/26/18		11/20/18	Finance/Council
Division Head:	<i>[Signature]</i>	10/29/18			
Dept. Head:	RAD	11/1/18			
Prosecutor:	<i>[Signature]</i>	11-8-18			
Purchasing/Budget:	NOIC	11/9/18			
Executive:	<i>[Signature]</i>	11/9/18			

TITLE OF DOCUMENT:
 Skagit County Youth Marijuana Prevention & Education Program Interlocal Agreement

- ATTACHMENTS:**
1. Memo to County Executive
 2. Contract Information Sheet
 3. 1 Original of Contract

SEPA review required? () Yes (X) NO SEPA review completed? () Yes () NO	Should Clerk schedule a hearing? () Yes (X) NO Requested Date:
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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 implement youth marijuana prevention 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

NOV 9 - 2018

MEMORANDUM

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Skagit County Youth Marijuana Prevention and Education Program
Interlocal Agreement
DATE: October 31, 2018

JACK LOUWS
COUNTY EXECUTIVE

Enclosed is one (1) original of a contract between Whatcom County and Skagit 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 Skagit County Public Health to support their participation in youth marijuana prevention activities.

▪ **Funding Amount and Source**

This contract in the amount of \$26,000, is funded by the Washington State Department of Health Youth Marijuana Prevention Education Program and is included in the 2018 – 2019 budgets. Council approval is required per RCW 39.34.030 for agreements between public agencies. Delays in receiving the state contract and the State budget approval process, as well as Skagit County's required contract approval process, impeded contract processing until this late date.

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.
201811008

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 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: _____
 Already approved? Council Approval Date: _____ (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): 201801023

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

- Professional services agreement for certified/licensed professional.
- Contract work is for less than \$100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).
- Contract for Commercial off the shelf items (COTS).
- Work related subcontract less than \$25,000.
- Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 26,000
 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, 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: 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 Skagit County Public Health to support their participation in planning and implementing regional youth marijuana strategies and activities.

Term of Contract:	1 Year	Expiration Date:	7/31/2019
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Contract Routing:	1. Prepared by: <u>JT</u>	Date: <u>10/26/18</u>
	2. Attorney signoff: <u>[Signature]</u>	Date: <u>10-8-18</u>
	3. AS Finance reviewed: <u>MDC</u>	Date: <u>11/9/18</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: <u>10-22-18</u>
	6. Submitted to Exec.: _____	Date: <u>11-9-18</u>
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN

SKAGIT COUNTY
Contract # C20180528
Page 1 of 8

Whatcom County
AND
Skagit County

THIS AGREEMENT is made and entered into by and between Whatcom County ("Whatcom") and Skagit County ("Contractor"); 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 Skagit 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 Skagit County in carrying out their Youth Marijuana Prevention and Education Program (YMPEP) work.
3. Include Skagit County staff in regional Youth Marijuana Prevention and Education Program communication, trainings and meetings.
4. Share State and regional YMPEP resources with designated Skagit County staff.
5. Provide Skagit County with templates for submitting work plan, budget (Attachment B "Compensation") and reporting.

Contractor will:

1. Implement the following activities in Skagit County as part of the Regional Marijuana Prevention Program:
 - A. Actively Engage in Regional Marijuana Prevention Network:
 - a. Attend quarterly Regional Network meetings and join in Regional Network list serve
 - b. Recruit partners in Skagit County to join the regional network and participate in network meetings and list serve, strategy implementation and training opportunities
 - B. Reach out to decision makers to promote prevention:
 - a. Present to decision making boards, groups and individuals to promote marijuana prevention
 - C. Actively participate in regional efforts to reduce youth access to marijuana:
 - a. Provide local insights, data and partnerships as an active participant of the regional Youth Access Committee. This committee will assess needs and guide development

- of retailer education materials and a social norms campaign to keep marijuana out of the hands of youth.
 - b. Build relationships with and provide youth marijuana prevention resources to local marijuana retailers
 - c. Conduct in-person visits with marijuana retailers and provide education materials and/or encourage prevention related policy change
 - D. Locally implement statewide youth marijuana prevention campaigns:
 - a. Create and submit to Whatcom, an annual local media implementation plan to include implementation of:
 - i. You Can Youth Prevention Campaign
 - ii. Under the Influence of...You Parent Campaign
 - iii. Know this About Cannabis Adult Campaign
 - iv. 5 Things to Know – Pregnant Mother Education Campaign
 - v. Additional marijuana prevention campaigns developed by WA DOH
 - b. Implement approved local media campaign in Skagit County
 - E. 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
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 Lead Regional Coordinator for inclusion in DOH reporting. Contractor 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 Skagit County program progress and contract oversight.
3. **TERM OF AGREEMENT:** The start date for this grant funded project is July 1, 2018 therefore the start date of this contract has been established as of that date, and shall be in effect through July 31, 2019.
 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 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

5.2 Contractor's representative shall be:

Julie de Losada, Public Health Analyst – julied@co.skagit.wa.us
Skagit County Health Department
700 South Second, Room 301
Mount Vernon, WA 98273
(360) 416-1538

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.

WHATCOM COUNTY

PROGRAM APPROVAL

Anne Deacon
Anne Deacon, Human Services Manager

10/29/18
Date

Regina Delahunt
Regina Delahunt, Director

11/1/18
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

Royce Buckingham
Royce Buckingham, Deputy Prosecuting Attorney

11-8-18
Date

DATED this 22 day of October, 2018.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Chair

Lisa Janicki
Lisa Janicki, Commissioner

Ron Wesen
Ron Wesen, Commissioner

Attest:

Andrew Evans
Clerk of the Board

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

Recommended:

Samuel Johnson
Department Head

County Administrator

Approved as to form:

M. [Signature] (10/18/2018)
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]
Risk Manager

Approved as to budget:

[Signature]
Budget & Finance Director

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 7/1/2018 – 6/30/2019		
Item	Documentation needed with invoice	Budget
Personnel	Expanded GL Report	\$14,677
Supplies, Materials, Printing	Expanded GL Report	\$345
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 (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.	\$2,000
Administration	19.87% (on all items except professional services which will have no overhead)	\$3,978
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, 2019, 75% by April 1, 2019 and 90% by June 1, 2019. 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, but under no circumstances will the Administration rate exceed 20%.

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.