

WHATCOM COUNTY

Health Department



Erika Lautenbach, Director
Greg Stern, M.D., Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Northwest Educational Service District (ESD) 189 – Youth Marijuana Prevention and Education Program Interlocal Agreement

DATE: August 11, 2021

Enclosed is an interlocal agreement between Whatcom County and Northwest ESD for your review and signature.

▪ **Background and Purpose**

Whatcom County Health Department is the lead agency for the North Sound Regional Youth Marijuana Prevention and Education Program (YMPEP) serving Whatcom, Island, San Juan, Skagit, and Snohomish Counties. Whatcom County receives funding from Washington State Department of Health (DOH) to coordinate implementation of strategies aimed at reducing initiation and use of marijuana by youth (ages 12-20) in the North Sound Region. This agreement provides funding to ESD 189 to support their participation in planning and implementing regional youth marijuana prevention strategies and activities.

▪ **Funding Amount and Source**



Funding for this contract, in an amount not to exceed \$15,000, is provided by the Washington State Department of Health YMPEP. These funds are included in the 2021 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

▪ **Differences from Previous Contracts**

This is a new Interlocal Agreement, however, funding for this work has been allocated to ESD 189 through previous Agreements since 2017. This Agreement includes no significant changes from the Agreement ending on 06/30/2021 (WC Contract #201711011).

Please contact Anne Deacon, Human Services Manager at 360-778-6054 (ADeacon@co.whatcom.wa.us) or Kathleen Roy, Assistant Director at extension #6007 (KRoy@co.whatcom.wa.us), if you have any questions regarding this request.



WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. 202108029	
Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855060 Substance Abuse	
Contract or Grant Administrator:		Alyssa Pavitt	
Contractor's / Agency Name:		Northwest ESD 189	
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input type="checkbox"/> No <input type="checkbox"/>
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):		201801023
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		Contract Cost Center: 677350
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): \$ 15,000		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.	
This Amendment Amount: \$			
Total Amended Amount: \$			
Summary of Scope: The purpose of this agreement is to fund implementation of and participation in youth marijuana prevention activities.			
Term of Contract:	1 Year	Expiration Date:	06/30/2022
Contract Routing:	1. Prepared by:	JT	Date: 03/17/2021
	2. Health Budget Approval:	KR/JG	Date: 07/09/2021
	3. Attorney signoff:	RB	Date: 07/09/2021
	4. AS Finance reviewed:	BBennett	Date: 07/30/2021
	5. IT reviewed (if IT related):		Date:
	6. Executive Contract Review:		Date: 8/17/2021
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):	AB2021-428	Date: 08/10/2021
	9. Executive signed:		Date: 8/17/2021
	10. Original to Council:		Date:

Whatcom County Contract Number

202108029

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

THIS AGREEMENT is made and entered into by and between Whatcom County ("Whatcom") and Northwest Educational Service District 189 ("ESD 189"); both governmental agencies 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 ESD 189 Workplan.

2. RESPONSIBILITIES:

Whatcom will:

- A. Lead and facilitate the North Sound Region Youth Marijuana Prevention Network and implementation of our 5-Year Youth Marijuana Prevention and Education Program (YMPEP) Strategic Plan.
- B. Provide technical assistance and support to ESD 189 in carrying out their YMPEP work.
- C. Include ESD 189 staff in regional YMPEP communication, trainings, and meetings.
- D. Share State and regional YMPEP resources with designated ESD 189 staff.
- E. Provide ESD 189 with templates for submitting work plan, budget, and reporting.

ESD 189 will:

1. Implement the following activities as part of the Regional Marijuana Prevention Program:

A. Actively engage in regional YMPEP network:

- 1. Attend bi-monthly Regional Network meetings;
- 2. Participate in bi-monthly YMPEP subcontractor meetings;
- 3. Participate in regional YMPEP planning efforts;
- 4. Promote school partners to join the Regional Network.
- 5. Participate in statewide Practice Collaborative Workgroups and other statewide YMPEP workgroups, as relevant.
- 6. Promote YMPEP professional development and youth empowerment opportunities to regional school partners.
- 7. Staff participation in relevant YMPEP trainings.

- B. Provide meeting space for the Youth Marijuana Prevention Regional Network, including: quarterly meetings, sub-committee meetings, and regional trainings. (Pending in-person meetings and events.)
- C. Support marijuana and vaping education and substance use discipline policy efforts with school partners.
 - 1. Support promotion and outreach for Cascadia Youth Mental Health's School Substance Use Discipline Policy YMPEP Program with school partners.
 - 2. Support addressing school discipline policies through Student Assistance Professionals, and education with school administrators.
 - 3. Explore student COVID survey results in relation to vaping and marijuana, and to inform potential additional projects.
 - 4. Share educational resources on marijuana and vaping with schools, regional contractors, and the regional network through continued updating of ESD 189's Marijuana and Vaping Presentation Toolkit for Schools.
 - 5. Partner with the County and Cascadia Youth Mental Health to develop training plans related to school substance use discipline policies. Provide training if relevant, or partner to support related training provided by another facilitator.
- D. Other efforts, as approved, that relate to the North Sound Region Youth Marijuana Prevention Strategic Plan.
 - 2. Maintain accurate records of staff time dedicated to YMPEP activities.
 - 3. Provide monthly reports of program activities and staff effort to lead regional coordinator for inclusion in DOH reporting. ESD 189 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.
 - 4. Perform all work necessary within the limits of the available resources for this agreement to implement all strategies, action steps, and deliverables agreed to with regional partners and approved by DOH.
 - 5. Request approval for Budget adjustments that total 10% or more – approval required at least 15 days prior to expending adjusted budget items.
 - 6. Use no more than 11% of YMPEP allocation for indirect/overhead costs.
 - 7. 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 ESD 189 program progress and contract oversight.
- 3. TERM OF AGREEMENT: The start date of this grant funded project is July 1, 2021 therefore the start date of this agreement has been established as of that date, and shall be in effect through June 30, 2022.
- 4. 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 – apavitt@co.whatcom.wa.us
Whatcom County Health Department
509 Girard Street
Bellingham WA 98225
(360) 778-6061

ESD 189's representative shall be:

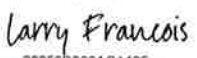
Jodie DesBiens – jdesbiens@nwesd.org
Behavioral Health & Prevention Center Director
Northwest Educational Services District 189
(425) 879-8810

5. 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.
6. 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 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 County by reason of entering into this agreement as expressly provided herein.
7. 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.
8. CHANGES, MODIFICATIONS, AMENDMENTS, OR 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.
9. 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.
10. 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.
11. OTHER PROVISIONS: ESD 189 will comply with all applicable Federal and State requirements that govern this agreement.
12. This agreement has been approved and authorized by the governing bodies of ESD 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.
13. This Agreement shall be posted or recorded by Whatcom required by RCW 39.34.040.

8/17/2021

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2021.

NORTHWEST ESD 189:

DocuSigned by: 8/16/2021

2825BB066AC1435

 Larry Francois, Superintendent Date

WHATCOM COUNTY:

Recommended for Approval:

DocuSigned by: 8/11/2021

67FCDB4A4E70461...

 Anne Deacon, Human Services Manager Date

DocuSigned by: 8/11/2021

955C651A303748D...

 Erika Lautenbach, Director Date

Approved as to form:

DocuSigned by: 8/16/2021

1EE5DDBD9542404...

 Royce Buckingham, Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

DocuSigned by: 8/17/2021

1192C7C18B664E3...
 By: _____
 Satpal Singh Sidhu, Whatcom County Executive Date

CONTRACTOR INFORMATION:

Northwest ESD 189
 1601 R Avenue
 Anacortes, WA 98221
 (360) 299-4000

EXHIBIT "B"
(COMPENSATION)

The source of funding for this contract, in an amount not to exceed \$15,000, is the Youth Marijuana Prevention and Education Contract with the Washington State Department of Health.

Contract Budget 07/01/2021 – 06/30/2022		
Item	Documentation required with invoice	Budget
Personnel	Expanded GL Report	\$11,844
Program Supplies including technology, space and room fees		\$1,520
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.	\$150
Subtotal		\$13,514
Administration	Copy of approved indirect cost plan required for 11%; if not received, 10% will be the maximum allowed.	\$1,486
TOTAL		\$15,000

1. Contractor may transfer funds between budget line items with prior County approval but under no circumstances will the Administration rate exceed 11%.
2. Budget adjustments that total 10% or more require approval at least 15 days prior to expending adjusted budget items.
3. Contractor may be required to submit a spend-down plan to the County if the following budget spending guidelines are not met: 50% by January 1, 2022, 75% by April 1, 2022 and 90% by June 1, 2022. If a spend-down plan is submitted and not carried through, it will be considered in future funding decisions.

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 #)* HL-BusinessOffice@co.whatcom.wa.us.
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.