



## MEMORANDUM

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Island County – Youth Cannabis & Commercial Tobacco Prevention Program Interlocal Agreement Amendment #1  
**DATE:** February 7, 2023

Attached is an interlocal agreement amendment between Whatcom County and Island County for your review and signature.

### ▪ **Background and Purpose**

Whatcom County receives funding from Washington State Department of Health (DOH) to act as the lead agency for the North Sound Regional Youth Cannabis & Commercial Tobacco Prevention Program [YCCTPP – formerly the Youth Marijuana Prevention & Education Program (YMPEP)] whose goal is to reduce initiation and use of cannabis and tobacco by youth, ages 12-20, in the North Sound Region. The purpose of this Agreement is to support Island County's participation in planning and engagement in youth cannabis and tobacco prevention strategies and activities.

### ▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$50,000, is provided by the DOH YCCTPP. These funds are included in the 2022-2023 budgets. Council approval is required as funding exceeds \$40,000.

### ▪ **Differences from Previous Contract**

Section	Revision Purpose
Section 2. – Responsibilities (Island)	Add Section L. – Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
Section 4. – Extension	Extends agreement through 06/30/2023
Exhibit B – Replace 6-month budget with 1-year budget	
Exhibit C – Adds CDC Tobacco Prevention Grant Special Terms & Conditions	
Exhibit D – Adds CDC Tobacco Prevention Grant Subaward Information	

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Please contact Ann Beck, Community Services Manager at 360-778-6055 ([ABeck@co.whatcom.wa.us](mailto:ABeck@co.whatcom.wa.us)) or Kathleen Roy, Assistant Director at 360-778-6007 ([KRoy@co.whatcom.wa.us](mailto:KRoy@co.whatcom.wa.us)), if you have any questions or concerns regarding this request.

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202209001-1

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:		Island County		
Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		202209001		
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):		
Is this contract grant funded?				
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		If yes, Whatcom County grant contract number(s): 202201016		
Is this contract the result of a RFP or Bid process?		Contract Cost Center: 677350 / 677355		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s):				
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"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.		
Contract Amount:(sum of original contract amount and any prior amendments): \$ 25,000		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:		
This Amendment Amount: \$ 25,000		<ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>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.</li> </ol>		
Total Amended Amount: \$ 50,000				
Summary of Scope: This Agreement provides funding for implementation of youth cannabis and tobacco prevention activities in Island County.				
Term of Contract:		1 Year	Expiration Date: 06/30/2023	
Contract Routing:		1. Prepared by:	JT	Date: 11/02/2022
		2. Health Budget Approval	KR	Date: 11/09/2022
		3. Attorney signoff:	RB	Date: 11/14/2022
		4. AS Finance reviewed:	bbennett	Date: 12/08/22
		5. IT reviewed (if IT related):		Date:
		6. Contractor signed:		Date:
		7. Executive Contract Review:		Date:
		8. Council approved (if necessary):	AB2022-727	Date: 01/10/2023
		9. Executive signed:		Date:
		10. Original to Council:		Date:



## WHATCOM COUNTY CONTRACT AMENDMENT

**PARTIES:**

Whatcom County  
Whatcom County Health Department  
509 Girard Street  
Bellingham, WA 98225

AND CONTRACTOR:  
Island County  
PO Box 5000  
Coupeville, WA 98239

**CONTRACT PERIODS:**

Original: 07/01/2022 – 12/31/2022  
Amendment #1: 07/01/2022 – 06/30/2023

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

**DESCRIPTION OF AMENDMENT:**

1. Extend the duration and other terms of this contract for 6 months, as per the original contract "Section 4. Extension".
1. Add Section 2 – Island (L.) Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions, as follows:

Island certifies, by executing this amendment, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

Island also agrees that it shall not knowingly enter into any lower tiered covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and Island agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntarily Exclusion – Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

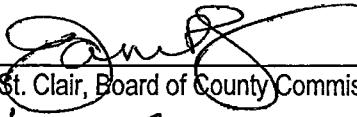
The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at [WWW.SAM.GOV](http://WWW.SAM.GOV). Island shall immediately notify Whatcom County if, during the term of this Contract, Island becomes debarred.

2. Replace Exhibit B – Compensation, to reflect a 1-year budget period.
3. Add Exhibit C – Special Terms and Conditions – CDC Tobacco Prevention Grant
4. Add Exhibit D – Subaward Information
5. Funding for the total contract period (07/01/2022 – 06/30/2023) is not to exceed \$50,000.
6. All other terms and conditions remain unchanged.
7. The effective start date of the amendment is 07/01/2022.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

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**ISLAND COUNTY:**

 Janet 2/28/23  
Janet St. Clair, Board of County Commissioners, Island County Date

 Jill 2/21/2023  
Jill Johnson, Chair of Board of Health, Island County Date

**WHATCOM COUNTY:**

**Recommended for Approval:**

Ann Beck, Community Services Manager Date

Erika Lautenbach, Director Date

**Approved as to Form:**

Royce Buckingham, Senior Civil Deputy Prosecutor Date

**Approved:**

Accepted for Whatcom County:

By: Satpal Singh Sidhu, County Executive Date

**CONTRACTOR INFORMATION:**

**Island County**

Shawn Morris, ND – Community and Family Health Manager  
PO Box 5000  
Coupeville, WA 98239  
[S.MorrisND@islandcountywa.gov](mailto:S.MorrisND@islandcountywa.gov)

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**EXHIBIT "B" – Amendment #1**  
(COMPENSATION)

The source of funding for this contract, in an amount not to exceed \$50,000, is the Washington State Department of Health Youth Cannabis & Commercial Tobacco Prevention Program. Funding for this Agreement is provided by three funding sources through the Washington State Department of Health's Consolidated contract YCCTPP funds, with a breakdown as follows:

- \$25,000 – Dedicated Cannabis Account (Funding Period: July 1, 2022 – June 30, 2023)
- \$17,500 – Tobacco Prevention Proviso (Funding Period: July 1, 2022 – June 30, 2023)
- \$7,500 – Centers for Disease Control (Funding Period: July 1, 2022 – April 28, 2023)

Contract Budget 07/01/2022- 06/30/2023		
*Item	Documentation needed with invoice	**Budget
Personnel		\$27,579
Advertising	Expanded GL Report; Paid invoices	\$8,200
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.	\$3,470
Supplies & Materials	Expanded GL Report	\$2,417
<b>SUBTOTAL</b>		<b>\$41,666</b>
Indirect @ 20%	Copy of approved indirect cost plan required for 20%; if not received, 10% will be the maximum allowed.	\$8,334
<b>TOTAL</b>		<b>\$50,000</b>

1. \*Contractor may transfer funds between line items with prior County approval.
2. \*\*Budget adjustments that total ten percent (10%) or more - need 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, 2023, 75% by April 1, 2023, and 90% by June 1, 2023. If a spend-down plan is submitted and not carried through, it will be considered in future funding decisions.
4. Contractor may be reimbursed for indirect costs at their current federally negotiated rate. If the Contractor does not have a federally negotiated rate, the County will reimburse indirect at the de minimis rate of 10% on Modified Total Direct Costs as described in 2 CFR 200.1, Office of Management and Budget Guidance for Grants and Agreements.

**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. The Contractor must follow YCCTPP funding guidelines for each funding source. Equipment purchases are typically not an allowable expense. Food and incentive purchases must follow DOH YCCTPP guidelines.

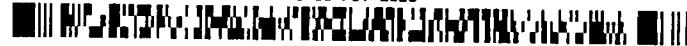
2. The Contractor shall submit invoices to *(include contract/PO #)* [HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us).
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The 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.

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**"Exhibit C"**  
(Special Terms and Conditions for CDC Tobacco Prevention Grant – CFDA #93.387)

The funds allocated for services performed under this contract are Washington State Department of Health funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements.

**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "DOH" shall mean the Department of Health.
- C. "Contract" or "Agreement" means the entire written agreement between DOH and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**3. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**4. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**5. AUDIT**

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year.

## **6. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

## **7. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

### **United States Laws, Regulations and Circulars (Federal)**

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart B – General Provisions, Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards, Subpart D – Post Federal; Award requirements, Subpart E – Cost Principles, and Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

## **8. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

## **9. RECORDS MAINTENANCE**

Financial records, supporting documents, statistical records, and all other records pertinent to the grant program must be kept readily available for review by personnel authorized to examine PHS grant accounts. Financial records, supporting documentation, statistical records, and all other records pertinent to an award shall be retained for a minimum of 3 years, or until completion and resolution of any audit in process or pending resolution. In all cases, records must be retained until resolution of any audit questions. Property records must be retained in accordance with 45 CFR 75 requirements.

## **10. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

## **11. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.



**EXHIBIT D**  
**SUBAWARD INFORMATION**

	Item Description	Contract Information
1	<b>Subrecipient Name (Exactly as listed):</b> <b>www.SAM.gov</b>	County of Island
2	<b>Subrecipient UEI Number:</b> <b>www.SAM.gov</b>	HP7FMXW2Y859
3	<b>Federal Award Identification Number (FAIN):</b>	NU58DP006808
4	<b>Federal Award Date (from Federal contract)</b>	6/29/2020-4/28/25
5	<b>Start and End Date of the contract:</b>	7/1/2022-6/30/2023
6	<b>Amount of Federal Funds Obligated by this action:</b>	\$5,180,840
7	<b>Total Amount of Federal Funds Obligated to the subrecipient by Whatcom County for this subaward (current and past obligations):</b>	\$7,500
8	<b>Total Amount of the Federal Award <u>committed</u> to the subrecipient through Whatcom County:</b>	\$7,500
9	<b>Project description from Federal Award:</b>	To address tobacco use and provide support for comprehensive state-based tobacco control programs.
10	<b>Name of the Federal awarding agency:</b>	Centers for Disease Control & Prevention
11	<b>Name of the pass-through entity/entities:</b>	Washington State Department of Health
12	<b>Contact information for awarding official- (Name of County project coordinator)</b>	Alyssa Pavitt
13	<b>Contact information for awarding official- General Contact email or phone number:</b>	<a href="mailto:APavitt@co.whatcom.wa.us">APavitt@co.whatcom.wa.us</a> 360-778-6061
14	<b>CFDA Number</b>	93.387
15	<b>CFDA Name Program Name</b>	National and State Tobacco Control Program
16	<b>Is the award Research and Development?</b>	No
17	<b>Indirect Cost Rate per the Federal Award</b>	10% de minimis or negotiated rate
18	<b>Federal requirements imposed on the subrecipient by Whatcom County:</b>	See Exhibit C
19	<b>Additional requirements imposed by Whatcom County to meet its own responsibilities to the awarding agency:</b>	Yes
20	<b>Indirect Rate: Subrecipient approved rate or de minimis</b>	Copy of approved indirect cost plan required for 20%; if not received, 10% will be the maximum allowed.
21	<b>Access to subrecipient's accounting records and financial statements as needed.</b>	Yes
22	<b>Closeout Requirements</b>	Yes

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