

**BOARD OF COUNTY COMMISSIONERS
Grant County, Washington**

**RESOLUTION AUTHORIZING
EXECUTION OF INTERAGENCY
AGREEMENT (INTERLOCAL
AGREEMENT) BETWEEN GRANT
COUNTY HEALTH DISTRICT, QUINCY
PARTNERSHIP FOR YOUTH
COALITION AND GRANT
INTEGRATED SERVICES REGARDING
NCW YOUTH MARIJUANA
PREVENTION AND EDUCATION
PROGRAM**

RESOLUTION No. 19-032 -CC

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Grant County, Washington, by and through its Board of County Commissioners, and the Grant County Health District, a special purpose district under the laws of the State of Washington, are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, Grant County's Grant Integrated Services department has received funding by the Washington State Department of Health for a Youth Marijuana Prevention and Education Program; and

WHEREAS, the Grant County Health District acts as the Regional Lead Organization to coordinate the Youth Marijuana Prevention and Education Program; and

WHEREAS, Grant County, by and through its Grant Integrated Services department, and the Grant County Health District desire to contract with each other to provide a mechanism for the collaborative work, completion of deliverables, and transfer of funds necessary to carry out the priority health improvement initiatives associated with the North Central Washington Youth Marijuana Prevention and Education Program for a period of performance of July 1, 2018 through June 30, 2019;

NOW, THEREFORE, BE IT RESOLVED, that the attached Interagency Agreement be executed between the Grant County Health District and Grant County, by and through its Grant Integrated Services department.

PASSED AND ADOPTED this 1st day of April 2019.

**BOARD OF COUNTY
COMMISSIONERS
GRANT COUNTY, WASHINGTON**

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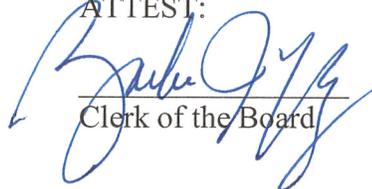


Tom Taylor, Chair



Cindy Carter, Vice-Chair

ATTEST:



Clerk of the Board



Richard Stevens, Member

INTERAGENCY AGREEMENT
Between
GRANT COUNTY HEALTH DISTRICT
And
QUINCY PARTNERSHIP FOR YOUTH (QPY) COALITION
July 1, 2018 – June 30, 2019

THIS INTERAGENCY AGREEMENT is made and entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, by and between the Grant County Health District, hereinafter referred to as "GRANT" acting as the Regional Lead Organization (RLO) to coordinate the Youth Marijuana Prevention and Education Program and Grant County, acting through Grant Integrated Services and the Quincy Partnership for Youth (QPY) hereinafter referred to as "PARTICIPANT", as funded by the Washington State Department of Health

IT IS THE PURPOSE OF THIS AGREEMENT to provide a mechanism for the collaborative work, completion of deliverables, and transfer of funds necessary to carry out the priority health improvement initiatives associated with the North Central Washington Youth Marijuana Prevention and Education Program.

The PARTICIPANT will develop and implement a portion of the North Central Washington Youth Marijuana Prevention and Education work plan that include community awareness, youth education, policy, environmental strategies, and systems change that reduce initiation and use of marijuana by youth (ages 12-20) and among populations most adversely affected by marijuana throughout the North Central Washington region.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

Statement of Work

PARTICIPANT shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit "A" attached hereto and incorporated herein. Unless otherwise specified, PARTICIPANT shall be responsible for performing all fiscal and program responsibilities as set forth in Exhibit "A."

Terms and Conditions

All rights and obligation of the parties to this contract shall be subject to and governed by the special terms and conditions contained in the text of this agreement.

Period of Performance

Subject to its other provisions, the period of performance of this agreement shall commence on July 1, 2018 and conclude on June 30, 2019 unless continued by written agreement or terminated sooner as provided herein.

In consideration whereof:

Upon receipt of a properly executed A-19 Invoice Voucher and complete billing documentation, GRANT

Interagency Agreement – Quincy Partnership For Youth (QPY)

shall pay to PARTICIPANT the reimbursed sum as agreed upon in Exhibit "A". Parties may mutually agree to additional sums and deliverables as additional funding is available.

Services and Reporting Requirements

PARTICIPANT will report to GRANT on any services and/or reporting requirements that may be required under this agreement.

PARTICIPANT must submit all Spanish translated documents to GRANT to be reviewed by a GRANT certified Spanish translator before purchasing and printing materials.

Approved Expenses

Allowable expenses are for reasonable program purposes, including personnel, travel, supplies and services such as contractual. The primary recipient must perform a substantial role in carrying out project objectives and not merely serve as a conduit for an award to another party or provider who may be ineligible. No expenses will be reimbursed for any lobbying efforts of any kind or for any clinical care. Any type of equipment purchase must be pre-approved by GRANT.

Indirect Costs and Line Item Budget Requirements

Indirect costs are limited to the PARTICIPANT's approved overhead rate. If PARTICIPANT wishes to bill indirect costs they must first send GRANT a copy of their indirect rate approved by their cognizant agency. Otherwise they are limited to 10 percent of direct costs for their allowable indirects.

PARTICIPANT need not amend the budget if they anticipate going over in any line item by less than 10 percent of total direct charges. However, if they anticipate going over by more than 10 percent of total direct charges for any line item they will be required to amend their budget before being refunded for costs that exceed 10 percent in respective line items.

Monitoring of fund allocation spending

There will be two check-in points (1) mid-year and (2) two months before contract end date:

- (1) At mid-year, GRANT will evaluate how much of the PARTICIPANT funds have been spent. If less than 30% of the funds have been billed, GRANT reserves the right to amend the contract and reduce the funding allocation.
- (2) Two months before the end of the contract, GRANT will evaluate how much PARTICIPANT funds have been spent. If less than 80% of the funds have been billed and if the PARTICIPANT doesn't have a reasonable explanation for how they will use the remainder of the funds, GRANT reserves the right to amend the contract and reduce the funding allocation.

Non-Discrimination

In the performance of this agreement, PARTICIPANT shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam era and disabled veterans status, or the presence of any sensory, mental, or physical handicap in:

- a. Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part; and
- b. Denying an individual the opportunity to participate in any program provided by this agreement through the provision of services, or otherwise afforded others.

Records Maintenance

PARTICIPANT and GRANT shall each maintain sufficient records to demonstrate that funds allocated under this contract have been expended in accordance with the terms and conditions of the State Youth Marijuana Prevention and Education Program (YMPEP) statement of work and any other state requirements.

Background Checks:

PARTICIPANT must provide documentation of background checks to GRANT for individuals in PARTICIPANT's agency working directly with youth ages 0-17 and those whom PARTICIPANT may subcontract with who work with youth ages 0-17.

Audit Requirements:

All duly authorized auditors or their representatives of the State of Washington and of the RLO, GRANT, shall have full access and the rights to examine any materials during the grant period, subject to confidentiality laws and regulations. These records shall be retained for five (5) years.

Restrictions on Funds (what funds can be used for which activities, not direct payments, etc):

- a) Recipients may not use funds for research.
- b) Recipients may not use funds for clinical care.
- c) Recipients may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.
- d) Recipients may not generally use funding for the purchase of furniture or equipment. However, if equipment purchase is integral to a selected strategy, it will be considered. Any such proposed spending must be identified in the budget and approved by DOH Contract Manager.
- e) Recipients may not use funding for construction.
- f) Food and beverage purchases must be approved by DOH Contract Manager and should not exceed federal per diem rates.
- g) Reimbursement of pre-award costs is not allowed.

Agreement Alterations and Amendments

GRANT and PARTICIPANT may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind PARTICIPANT and GRANT.

Indemnification

Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agency and/or authorized subcontractor (s) while performing this contract.

Termination

Except as otherwise provided in this agreement, either party may terminate this agreement upon 90 days written notification. If this agreement is so terminated, the termination party shall be liable only for performance in accordance with the terms of this agreement for performance rendered prior to the effective date of termination.

Administrator

Pursuant to RCW 39.34.030(4)(a), the administrator for this agreement shall be Theresa Adkinson of the Grant County Health District. Nothing in this agreement shall be deemed to establish a separate legal entity to conduct the cooperative undertaking described herein.

Property

Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.

Notice

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

To GRANT:	Grant County Health District 1038 W. Ivy St. Moses Lake, WA 98837
Primary Contact:	Theresa Adkinson, Administrator
To PARTICIPANT:	Grant Integrated Services 840 Plum Street Moses Lake, WA 98837
Primary Contact:	Gail Goodwin, Director

Savings

In the event that funding from state funds is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, GRANT may terminate the contract under the "termination" clause, or reduce to the new funding limitations and conditions.

Disputes

In the event that a dispute arises under this agreement, it shall be determined in the following manner: GRANT shall appoint a member to the Dispute board. PARTICIPANT shall appoint a member to the Dispute board. GRANT and PARTICIPANT shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

All Writings contained herein

This agreement contains all the terms and conditions agreed upon by the parties. 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.

IN WITNESS WHEREOF, the parties have executed this agreement.

Quincy Partnership For Youth

Grant County Health District


Signature


Signature

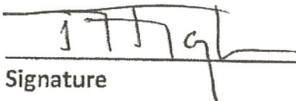
Gail Goodwin, Director
(Print)

Theresa Adkinson, Administrator
(Print)

3/26/19
Date

4/2/19
Date

Board of Grant County Commissioners
Grant County, Washington


Signature

Tom Taylor, Chair
(Print)

4/1/19
Date

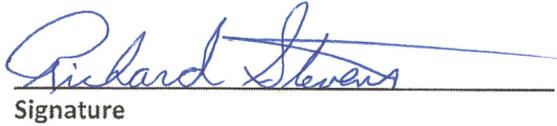

Signature

Cindy Carter, Vice-Chair

(Print)

4/1/19

Date


Signature

Richard Stevens, Member

(Print)

4/1/19

Date

EXHIBIT "A"

Funding Information:

Chart of Accounts Program Name or Title	BARS Revenue Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
		Start Date	End Date			
FFY16 Marijuana	334.04.93	07/01/18	06/30/19	4,500		4,500
TOTALS				4,500		4,500

Billing Information:

All A-19 Invoice billings with original signatures and detailed documentation attached are to be sent to Grant County Health District 1038 W Ivy Ave Suite 1, Moses Lake WA 98837 attn: Maria Vargas. Please indicate the costs for each separate component on your A-19.

Billings should be submitted monthly within 30 days after the close of a month. Exception: For the month after a funding source's expiration date please have the billing submitted within 25 days after the close of the month.