



CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH)

CCPH SR2016_57

DATE: April 5, 2016

REQUESTED ACTION:

Board of County Councilors approval of an interlocal agreement, HDC.801, between Educational Service District 112 (ESD112) and CCPH and authorization for the Public Health Director to sign amendments. The purpose of this agreement is to provide a joint undertaking between ESD112 and CCPH that will maximize the use of government resources and improve the delivery of education or education related services toward youth tobacco prevention. Remuneration under this grant is up to \$7,000.

XXX Consent _____ Hearing _____ County Manager

BACKGROUND

Preventing tobacco use among youth is critical to ending the tobacco epidemic in the United States. Tobacco use is started and established primarily during adolescence. Nearly 9 out of 10 cigarette smokers first tried smoking by age 18, and 99% first tried smoking by age 26. Each day in the United States, more than 3,800 youth aged 18 years or younger smoke their first cigarette, and an additional 2,100 youth and young adults become daily cigarette smokers.

This funding will allow CCPH to provide support to local prevention coalitions, to engage youth leaders in tobacco prevention activities, and to perform retailer compliance education to ensure they are following laws that restrict sales of tobacco to minors.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

Clark County Public Health partners with local prevention coalitions, PREVENT!, ESD 112, and local high schools in this work.

BUDGET IMPLICATIONS

YES	NO	
		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
XX		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	
Grant Fund Dollar Amount	\$7,000
Account	1025, Public Health Funds
Company Name	ESD112

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Kathy Smith
Grant Accounting Specialist

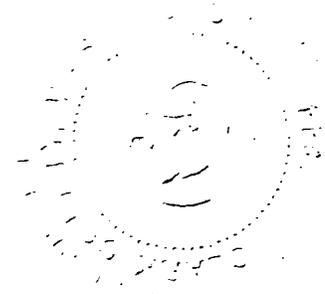


Alan Melnick, MD, MPH, CPH
Public Health Director/Health Officer

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: April 5, 2016

SR# 075-16



APPROVED: _____
Mark McCauley, Acting County Manager

DATE: _____

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
1025, ESD112: State Tobacco Youth Access grant funds		7,000				
Total		7,000				

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
1025/Public Health			7,000				
Total			7,000				

III. B – Expenditure by object category

**** The chart below is a representation of the grant budget. The personnel completing the work under this grant are already fully budgeted to Public Health for 2015-16. Since the positions are already fully budgeted, the decision package attached to this SR will not show a personnel budget capacity ask.**

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits		5,000				
Contractual						
Supplies						
Travel		500				
Other controllables		1,500				
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total		7,000				

Requesting Department: Public Health

Package number: PBH

Package Title: ESD112: State Tobacco Youth Access grant

Justification: These funds represent a joint undertaking between ESD112 and Clark County Public Health that will maximize the use of government resources and improve the delivery of education or education related services toward youth tobacco prevention. Preventing tobacco use among youth is critical to ending the tobacco epidemic in the United States. Tobacco use is started and established primarily during adolescence. Nearly 9 out of 10 cigarette smokers first tried smoking by age 18, and 99% first tried smoking by age 26. Each day in the United States, more than 3,800 youth aged 18 years or younger smoke their first cigarette, and an additional 2,100 youth and young adults become daily cigarette smokers.

This funding will allow CCPH to provide support to local prevention coalitions, to engage youth leaders in tobacco prevention activities, and to perform retailer compliance education to ensure they are following laws that restrict sales of tobacco to minors.

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Coding (insert or delete additional lines as needed)

Package number	Fund	Prog	Dept	Basele	Obj	Categ	2015-16 EXP inc / REV dec (DR)	2015-16 EXP dec /REV inc (CR)	2017-18 EXP inc / REV dec (DR)	2017-18 EXP dec /REV inc (CR)	Type
PBH-01	1025	490	705	334040	980	060005		7,000			One-Time
PBH-01	1025	490	705	562490	400	060005	6,500				One-Time
PBH-01	1025	490	705	562490	433	060005	500				One-Time

FTE info (insert or delete additional lines as needed)

Package number	Fund number	Prog number	Dept number	Type (Operating, Revenue, Project)	Add, Delete, Change	Does this change involve a reclass? (Yes/No)	FTE	Effective date of change (MM/YY)	Position # for existing positions	New job classification (for new positions and reclassifications)	Grade & Range	Length for new project positions

FOR STAFF REPORTS ONLY:

HR APPROVAL

Signature Date

BUDGET OFFICE APPROVAL

Signature Date

SR2016_57



Clark County Public Health
Contract: 2015-2016

Acct: 2094 98 7000 624
Contract Amount: \$7,000
Dept Approval: DD
Fiscal Approval: AH

INTERLOCAL AGREEMENT

Between

EDUCATIONAL SERVICE DISTRICT 112
2500 NE 65th Avenue
Vancouver, WA 98661

And

Clark County Public Health
PO Box 9825
Vancouver, WA 98666-8825

This **Interlocal Agreement** is being entered into pursuant to the authority granted in Chapters 28A.310, 28A.320 and 39.34 of the Revised Code of Washington. Educational Service District 112 (ESD) and Clark County Public Health are entering into this Interlocal Agreement for the purpose of sharing the cost and services of employees who are employed by the Clark County Public Health Department, but are providing services for the purpose of youth tobacco prevention. A separate legal entity is not being created. The ESD shall administer the joint undertaking described in this Agreement.

I. PURPOSE

The COUNTY and the ESD are participating in a joint undertaking to facilitate the COUNTY'S provision of youth tobacco prevention, which maximizes the use of government resources and improves the delivery of education or education related services.

II. TERM

This Agreement shall be effective April 1, 2016 and continue to June 30, 2016 unless terminated in accordance with Section V.

III. FINANCE, BUDGET AND PROPERTY

- A. **Budget.** The COUNTY will budget for and pay the costs associated with the project, as detailed in Section IV.A. The ESD will budget for and pay the COUNTY the amount invoiced, as described in Section III.C. A separate budget for this joint undertaking is not required.
- B. **Invoices.** The COUNTY will invoice the ESD monthly the amount the ESD is paying for the joint undertaking. The ESD shall pay the invoice within forty five (45) days of receipt.
- C. **Invoice Amount.** The amount the COUNTY will invoice the ESD the total amount invoiced and paid for the joint undertaking shall not exceed \$7,000.00
- D. **Property.** Neither party is acquiring real property. Any personal property that is acquired will be owned and retained by the party that pays for the personal property.

IV. PARTIES' OBLIGATIONS

- A. **Responsibilities of the COUNTY.** The COUNTY shall:
 1. Provide youth tobacco prevention services per the attached scope of work on a cost reimbursement basis.
 2. Provide a detailed transaction recap with monthly invoices.
- B. **Responsibilities of the ESD:** The ESD shall:
 1. Pay the amount set forth in III.C. not to exceed \$7,000.00.
- C. **Responsibilities of Both Parties:** The COUNTY and ESD shall:
 1. Conduct background checks on any officials, employees, volunteers or agents who may perform obligations under this Agreement and who may have access to children. No party person who has pled guilty to or been convicted of a felony crime specified in RCW 28A.400.330 will have access to children. Failure to comply with this provision is grounds for immediate termination.

2. Comply with federal, state, and local laws in performing obligations under this Agreement, and any policies or regulations adopted by the parties' boards of directors, including restrictions on use of tobacco on school district property.
3. Obtain and maintain commercial general liability insurance and automobile liability insurance in an amount not less than \$1,000,000 per occurrence. The parties shall, upon request, provide each other suitable evidence of the insurance coverage that is required.
4. Obtain any licenses or permits that are required to perform their respective obligations under the Agreement.
5. Comply with Cost Principles of 2 CFR 2000 (Subpart E) and FAR 31.2 and any requests associated with each other's obligations to comply with these circulars or the terms of any grant that is being implemented in whole or in part by this Agreement.
6. Perform their obligations in accordance the terms of this Agreement AND any federal or state grant that is funding any of the obligations under this Agreement.

V. TERMINATION

Either party may terminate this Agreement by providing the other party thirty (30) days prior written notice, provided the ESD may terminate this Agreement immediately, without prior notice, if any of the funds ESD receives or has budgeted for in connection with its payment obligations under this Agreement are reduced or eliminated. Upon termination, the joint undertaking will be dissolved and the parties will retain ownership of the personal property they acquired in connection with this Agreement.

VI. GENERAL PROVISIONS

- A. **Indemnification.** Both parties agree to protect, defend, indemnify and hold the other party, and its directors, officers, agents and employees harmless from any and all claims and losses that are caused by the indemnifying party's, or the indemnifying party's directors, officers, agents or employees negligent or malicious acts or omissions.
- B. **Assignment.** This Agreement may not be assigned by either party without prior written consent of the other party.
- C. **Whole Agreement.** The parties acknowledge that they have read and understand this Agreement. The parties further agree that this Agreement constitutes the entire agreement between the parties and supersedes all communications, written or oral, related to the subject matter of this Agreement. This Agreement may only be modified or amended upon signed written agreement of both parties.
- D. **Applicable Laws and Venue.** This Agreement shall be governed by the laws of the State of Washington. Venue for any legal action or proceeding arising out of or in any way related to this Agreement shall be in Clark County, Washington.
- E. **Waiver.** No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.
- F. **Severability.** If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the 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.
- G. **Non-Discrimination.** Both parties agree to comply with all laws that prohibit discrimination on the basis of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, honorably discharged veteran or military status, physical, sensory or mental disabilities, or use of a trained guide dog or service animal.
- H. **Conflict of Interest.** Neither party shall receive compensation from another political subdivision of the state of Washington for the same work that is being done under this Agreement. If either party is providing services to another organization that are the same as the services being provided and compensated for under this Agreement, the amount paid under this Agreement shall constitute an overpayment, which shall be withheld from future payments or reimbursed. No person engaged in any activity associated with this Agreement has a personal financial interest, direct or indirect, in this Agreement. The COUNTY and ESD warrant that neither party presently has interests, and will not acquire interests, directly or indirectly, which would create a conflict of interest in performing the obligations under this Agreement. Any direct or indirect conflict of interest must be disclosed.
- I. **Privacy.** Both parties may have access to educational records that are confidential and subject to privacy protections under the Federal Educational Rights and Privacy Act. Both parties shall take all necessary steps to protect the confidentiality of educational records and shall not disclose such records or the information obtained from having access to such records without obtaining the consent of the other party and the parent of the student whom the record pertains to.
- J. **Records.** Both parties shall maintain books, records, documents, data and other materials compiled and related to the performance of their obligations under this Agreement for the time period required under law or any applicable grant agreement. Both parties agree to provide the other party access to and copies of any such books, records, documents, data or other materials.

- K. Exclusion, Debarment and Suspension Certification.** Per the requirements of Executive Order 12-549, the ESD and Consultant/Contractor certify that neither they , nor their officers, directors, general managers or persons having primary management or supervisory responsibilities, are on the Excluded Parties List Report (web address: <http://www.sam.gov>) and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. The ESD and Consultant/Contractor shall provide immediate written notice to each other if, at any time during the term of this Agreement, including any renewals hereof, they learns that this certification has become erroneous by reason of changed circumstances
- L. Intellectual Property.** Any materials ESD produces shall be owned by ESD. ESD will be considered the author of such materials. To the extent materials being produced in connection with this Agreement are found to be “works made for hire,” the COUNTY hereby irrevocably assigns all right, title and interest in such materials, including intellectual property rights, to ESD effective from the moment of creation. The COUNTY shall not use any materials produced for ESD in connection with this Agreement without obtaining ESD’s prior written consent.
- M. Notice.** Whenever notice is required under this Agreement, it shall be provided by emailing and mailing the notice to the following

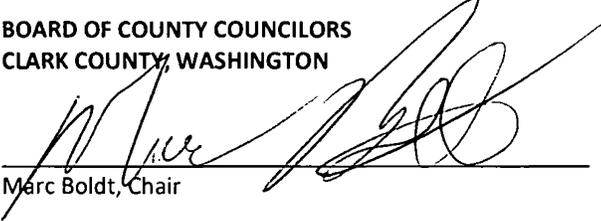
Clark County Public Health
Cyndie Meyer
Program Manager, Chronic Disease Prevention
Cyndie.Meyer@clark.wa.gov

Kathy.Smith@clark.wa.gov
Grants Accounting Specialist

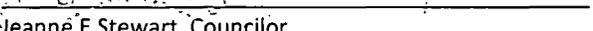
ESD 112
Tim Merlino
Superintendent
2500 NE 65th Avenue
Vancouver, WA 98661
Deb.Drandoff@esd112.org
Director of Prevention & Youth Services

Notice shall be deemed effective upon the earlier of actual receipt or three (3) days after notice is deposited in the United State Mail, postage prepaid.

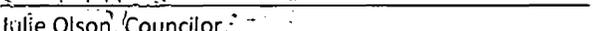
**BOARD OF COUNTY COUNCILORS
CLARK COUNTY, WASHINGTON**



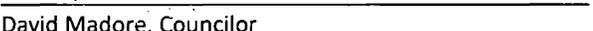
Marc Boldt, Chair



Jeanné E Stewart, Councilor



Julie Olson, Councilor



David Madore, Councilor



Tom Mielke, Councilor

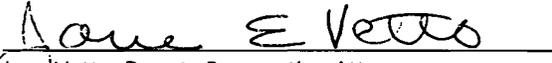
Date _____

EDUCATIONAL SERVICE DISTRICT 112

Superintendent Tim Merlino

Date _____

**APPROVED AS TO FORM ONLY
ANTHONY F GOLIK
PROSECUTING ATTORNEY**



Jane Vetto, Deputy Prosecuting Attorney

Please sign, date, and return both copies of this Letter of Agreement to Internal Fiscal Services, ESD 112, 2500 NE 65 Avenue, Vancouver, WA 98661. A countersigned copy will be returned to you.

ADDENDUM A
FEDERAL FUNDS DISCLOSURE AND REQUIREMENTS

Consultant/Contractor hereby acknowledges being informed that ESD may partially or fully fund its obligations under this Agreement with federal funds that were awarded pursuant to _____ CFDA # _____. Consultant/Contractor will perform its obligations in a manner that is consistent with the terms and provisions of the grant, which will be made available to Consultant/Contractor upon request.

ESD as a grantee/recipient of federal funds, must comply with Cost Principles of 2 CFR 200. Consultant agrees to comply with any request of ESD related to ESD's obligations to comply with the OMB Circulars or its obligations under the above identified grant.

Certification Regarding Adherence to OMB Circulars 2 CFR 200, and Certification Regarding Disbarment, Suspension, Proposed Debarment, and Other Responsibility Matters

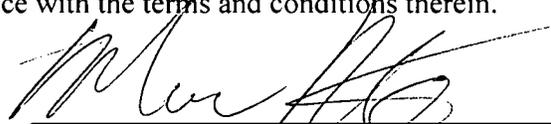
Along with ESD 112, grant recipients will follow the Cost Principles of 2 CFR 200, which establishes principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements. ESD 112 and grant recipients will also follow and apply the provisions of the sections of CFR 200 as they pertain to non-Federal entities, whether they are recipients expending Federal awards received directly from Federal awarding agencies, or are sub recipients receiving awards as a pass-through entity. Copies of the OMB Circulars can be accessed online at www.whitehouse.gov/omb.circulars.index.html.

Contract recipient certifies that they, nor its Principals, have in the past or are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. ("Principals", for purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity, e.g., general manager; plant manager, head of subsidiary, division, or business segment; and similar positions.)

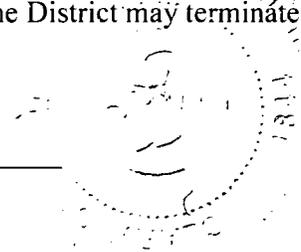
Contractor shall provide immediate written notice to ESD 112 if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which ESD 112 has relied in entering into this Agreement. Should ESD 112 determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the District may terminate this Agreement in accordance with the terms and conditions therein.

April 5, 2016
(Date)



(Contractor's Signature)



SCOPE OF WORK

NAME OF CONTRACTED AGENCY: Clark County Public Health

2015-16

SERVICES

- Engage youth operatives to conduct four (4) tobacco retail compliance inspection and education interventions per week with emphasis on geographic areas characterized by high disparity, high diversity, low-socioeconomic status. Provide retailer education using PREVENT and Public Health materials. Report infractions to Liquor Control Board and send supportive documentation.
- Incorporate tobacco prevention and positive health education and advocacy training in Youth Leader training for approximately twenty (20) youth leaders/year from Hudson Bay High School and Fort Vancouver High School chosen to participate in the Bike to Leadership Program.
- Recruit and train an ongoing youth cohort of high school students across Clark County to serve as “youth operatives” in retail compliance inspection and education interventions.
- Engage youth leaders in interactive display and outreach on Kick Butts Day and Great American Smoke Out at two (2) high need high schools.
- Report activities monthly, no later than the 10th of the following month