

**Non-Research Subaward Agreement for Northwest HIDTA
Drug Court Initiative
Amendment 2**

THIS SUBAWARD AGREEMENT is made and entered into by and between EDUCATIONAL SERVICE DISTRICT 105, herein after referred to as "ESD" and CLARK COUNTY DEPARTMENT OF COMMUNITY SERVICES herein after referred to as "Subrecipient".

<u>Pass-through Entity:</u> Educational Service District 105 33 S 2 nd Ave. Yakima, WA 98902	<u>Subrecipient:</u> Clark County Department of Community Services 1601 E 4th Plain Blvd, Suite C214 Vancouver, WA 98661
<u>Pass-through Entity's Unique Entity Identifier:</u> 115171589	<u>Subrecipient's Unique Entity Identifier:</u> 039792114
<u>Federal Award Identification Number:</u> G16NW0003A	<u>Federal Award Date:</u> March 7, 2016
<u>Period of Performance:</u> From 01/01/2016 to 09/30/2018	<u>Federal Funds Obligated to Subrecipient:</u> \$39,975.00
<u>Indirect Cost Rate:</u> 0%	
<u>Federal Awarding Agency:</u> Executive Office of the President Office of National Drug Control Policy	<u>CFDA Name and Number:</u> High Intensity Drug Trafficking Areas Program – 95.001
<u>Federal Award Project Description:</u> Northwest HIDTA promotes links with drug courts, community coalitions, public awareness campaigns, and other groups to support initiatives aimed at reducing substance abuse and preventing the initiation of drug use.	

ESD 105 and the Subrecipient HEREBY AGREE to the following terms and conditions:

1.0 SUBRECIPIENT RESPONSIBILITIES

Subrecipient agrees to provide a Drug Court Initiative as specified in the attached Statement of Work and Budget.

Subrecipient is responsible for the implementation and monitoring of the project. The Subrecipient agrees to follow all applicable federal statutes and regulations.

Subrecipient will provide a copy of the HIDTA project report, which includes documentation of outputs and outcomes. A copy of the annual reports detailing progress toward goals will be sent within 30 days of the six-month period.

Subrecipient shall have an independent audit in accordance with OMB Uniform Guidance, and shall provide the ESD with a copy of the audit. Payment for this audit is the responsibility of the Subrecipient.



Subrecipient agrees to hold ESD 105 harmless from all liabilities resulting from the above-described activities and further assumes responsibility for any future audit exceptions due to the use of these funds.

2.0 BILLING AND PAYMENT

The Subrecipient agrees to submit detailed invoices, for the above activities including the warrant or check number(s), date(s) of payment, payee(s), purpose of payment(s) and amount(s) using the attached "Request For Reimbursement Form", or a detailed transaction report.

Subrecipient will submit original monthly billing invoices to:

Northwest HIDTA
300 5th Ave #1300
Seattle, WA 98104
Attn: Prevention/Treatment Manager

ESD will reimburse the actual approved expense of the Subrecipient up to the contract maximum.

After approval of billing invoices by Northwest HIDTA staff and the ESD Business Office, payments will be made at the next regular ESD board meeting. (Third Tuesday of the month.)

All items shall be received and services rendered by midnight September 30, 2018. The ESD shall not be responsible for any Invoices received after November 30, 2018.

3.0 PROHIBITION AGAINST ASSIGNMENT

Neither this contract nor any interest therein may be assigned by either party without first obtaining the consent of the other party.

4.0 INDEPENDENT CONTRACTOR STATUS OF SUBRECIPIENT

Subrecipient and Subrecipient's employees and agents shall perform all duties pursuant to this Contract as an independent contractor. The ESD shall not control or supervise the manner in which this Contract is performed nor withhold or pay any taxes on behalf of Subrecipient or Subrecipient's employees or agents.

5.0 INDEMNIFICATION

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Subrecipient or Subrecipient's employees or agents performance or failure to perform duties pursuant to this Contract, shall be Subrecipient's sole obligation, and Subrecipient shall indemnify and hold harmless the ESD and ESD employees and agents in full for any and all such acts or failure to act on the part of Subrecipient or Subrecipient's employees or agents.

6.0 SUSPENSION AND DEBARMENT

The Subrecipient certifies that persons responsible for this agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this program by any federal department or agency.

7.0 TERMINATION

This agreement shall terminate and be null and void to the extent federal funds anticipated to be made available to the ESD for the purposes of this agreement are not made available to the ESD for any reason whatsoever.

Either party may terminate this agreement with thirty (30) days written notice to the other party.

8.0 VERBAL AGREEMENTS

This written Contract constitutes the mutual agreement of Subrecipient and the ESD in whole. No alteration or variation of the terms of this Contract and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

9.0 APPLICABLE LAW

This Contract shall be governed by the laws of the State of Washington.

10.0 NONDISCRIMINATION

No person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation or handicapping condition be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under activities performed pursuant to this Contract.

11.0 EFFECTIVE DATE - DURATION

This Contract shall commence on the 1st day of January 2016, and shall terminate at midnight on the 30th day of September 2018, regardless of the date of execution. Section 5.0 (Indemnification) which shall continue to bind the parties their heirs and successors after September 30, 2018. The termination date of this contract may be extended by a written notification to the Subrecipient by the ESD.

IN WITNESS WHEREOF, the ESD and SUBRECIPIENT have executed this Contract consisting of four pages and attachments.

CLARK COUNTY DEPARTMENT OF
COMMUNITY SERVICES

DocuSigned by:
Jim Rumpeltes
49E241AD5AAE452

BY
Interim County Manager

TITLE
5/21/2018

DATE

EDUCATIONAL SERVICE DISTRICT 105

[Handwritten Signature]

BY
SUPERINTENDENT

TITLE
4/18/18

DATE

Who certifies he/she is a person duly qualified and authorized to bind SUBRECIPIENT so identified in the foregoing Contract.

APPROVED AS TO FORM ONLY:

DocuSigned by:
Amanda Migchelbrink 4/19/2018
F6B2CB11526542F...

Amanda Migchelbrink
Deputy Prosecuting Attorney

7832 98 7040 126 / \$39,975.00
ACCOUNT CODE AMOUNT



Certificate Of Completion

Envelope Id: 976465E471B144DC8806A12C77E875F6	Status: Completed
Subject: Please DocuSign this Contract Amendment with ESD #105 (HIDTA Contract 9001500078-01).pdf	
Source Envelope:	
Document Pages: 4	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lynn Mueller
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1300 Franklin St
	Vancouver, WA 98660
	lynn.mueller@clark.wa.gov
	IP Address: 64.4.182.42

Record Tracking

Status: Original	Holder: Lynn Mueller	Location: DocuSign
4/19/2018 10:54:39 AM	lynn.mueller@clark.wa.gov	

Signer Events

Amanda Migchelbrink
 amanda.migchelbrink@clark.wa.gov
 Deputy Prosecuting Attorney
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 F6B2CB11526542F...
 Using IP Address: 64.4.182.165

Timestamp

Sent: 4/19/2018 11:34:23 AM
 Viewed: 4/19/2018 1:39:31 PM
 Signed: 4/19/2018 1:40:50 PM

Electronic Record and Signature Disclosure:
 Accepted: 4/19/2018 1:39:31 PM
 ID: 66689ab7-2216-43fa-8b30-2a952fd52aa5

Tina Redline
 tina.redline@clark.wa.gov
 Office Supervisor
 Clark County, WA
 Security Level: Email, Account Authentication (None)

Completed
 Using IP Address: 64.4.187.161

Sent: 4/19/2018 1:40:51 PM
 Viewed: 4/19/2018 1:52:43 PM
 Signed: 4/19/2018 1:52:49 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Jim Rumpeltes
 Jim.Rumpeltes@clark.wa.gov
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 49F241AD5AAF452...
 Using IP Address: 64.4.183.61

Sent: 4/19/2018 1:52:50 PM
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 Resent: 5/21/2018 2:53:46 PM
 Viewed: 5/1/2018 9:08:37 AM
 Signed: 5/21/2018 5:25:39 PM

Electronic Record and Signature Disclosure:
 Accepted: 7/24/2017 5:31:02 PM
 ID: 8a9b1d0f-59b6-4142-b3aa-1ab71d49dfb1

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events**Status****Timestamp**

Janet Snook
janet.snook@clark.wa.gov
testing
dcs
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 5/21/2018 5:25:40 PM
Viewed: 5/24/2018 11:47:04 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Notary Events**Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	5/21/2018 5:25:40 PM
Certified Delivered	Security Checked	5/21/2018 5:25:40 PM
Signing Complete	Security Checked	5/21/2018 5:25:40 PM
Completed	Security Checked	5/21/2018 5:25:40 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

CONSUMER DISCLOSURE

From time to time, Clark County, WA (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Clark County, WA:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: loann.vuu@clark.wa.gov

To advise Clark County, WA of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Clark County, WA

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Clark County, WA

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Clark County, WA as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark County, WA during the course of my relationship with you.