



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Apple Martine, Public Health Director
Denise Banker, Community Health Director

DATE: 2/27/23

SUBJECT: Agenda item – Subrecipient Agreement with OWL 360; February 1, 2023 – June 15, 2023; \$5000

STATEMENT OF ISSUE:

Jefferson County Public Health (JCPH), Community Health Division, requests Board approval of the Subrecipient Agreement with OWL 360 to develop and implement coordinated tobacco, vapor and marijuana product prevention and intervention strategies; February 1, 2023 – June 15, 2023; \$5000.

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

The purpose of this agreement is for the JCPH to retain Subrecipient to develop and implement protective factor strategies to prevent and reduce tobacco and marijuana use by youth in Jefferson County. Subrecipient agrees to implement programs that provide protective factors for youth in Jefferson. This agreement, for \$5000, is to pay for direct labor, direct material, and other direct costs.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

This contract agreement is fully funded by JCPH through a regional funding received from the Washington State Department of Health, Youth Cannabis and Commercial Tobacco Prevention Program, Jefferson County Public Health contract number N-22-028 and N-22-028-A1 KPHD 2262 (Agency Contract).

RECOMMENDATION:

JCPH management requests approval of the Subrecipient Agreement with OWL 360 to develop and implement tobacco, vapor and marijuana product intervention strategies; February 1, 2023 – June 15, 2023; \$5000.

REVIEWED BY:


Mark McCauley, County Administrator

2/22/23
Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: OWL 360

Contract No: N-22-028-04

Contract For: YCCTPP Mini-grant

Term: 2/1/2023 - 6/15/2023

COUNTY DEPARTMENT: Public Health
Contact Person: Denise Banker
Contact Phone: X438
Contact email: dbanker@co.jefferson.wa.us

AMOUNT: \$5000

Revenue: _____

Expenditure: \$5000

Matching Funds Required: _____

Sources(s) of Matching Funds: _____

Fund # 127

Munis Org/Obj 12756220

PROCESS:

☐ Exempt from Bid Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☐ Small Works Roster
☐ Vendor List Bid
☒ RFP or RFQ
☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒

N/A: ☐

Signature

February 10, 2023

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒

N/A: ☐

Signature

February 10, 2023

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 2/15/2023.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 2/15/2023.
PH standard subrecipient agreement language.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

**SUBRECIPIENT AGREEMENT
BETWEEN
JEFFERSON COUNTY
AND
OWL360**

This Subrecipient Agreement (Agreement) Between Jefferson County and OWL360 is made and entered into by Jefferson County (County) and OWL360 (Subrecipient) for completion of Project title: The Nest (Project) pursuant to Youth Cannabis and Commercial Tobacco Prevention Program, Jefferson County Public Health contract number N-22-028 and N-22-028-A1 KPHD 2262 (Agency Contract).

Funds awarded for this Project have been provided to by the County by the Washington State Youth Cannabis and Commercial Tobacco Prevention Program (YCCTPP) and are state funds that focus on cannabis and commercial tobacco activities.

IT IS AGREED UPON BY THE PARTIES AS FOLLOWS:

A. TERM OF THIS AGREEMENT

The term of this Agreement is from February 1, 2023 through June 15, 2023.

B. TERMINATION

- (1) Should a party default in providing Project services under this Agreement or materially breach any of its provisions, the other party may terminate this Agreement upon ten (10) days written notice. A party shall have the right and opportunity to cure any such material breach within the ten (10) day period.
- (2) The County may terminate this Agreement upon immediate notice to Subrecipient in the event that the funding for the project ceases or is reduced in amount. Subrecipient will be reimbursed for services expended up to the date of termination.
- (3) In the event of default, the Subrecipient must return any disbursed funds associated with this Project within thirty-days (30) of notice of termination by County.

C. PROFESSIONAL SERVICES BY SUBRECIPIENT

In completion of Project all Project services provided by Subrecipient shall include:

- (1) All Work, if any, Required by the Agency Contract. All work required by the Agency Contract, if any, a true and correct copy of which is attached as APPENDIX B.
- (2) Perform All Subrecipient Obligations. In addition to the above, Subrecipient shall fulfill all of Subrecipient Obligations listed below.

D. SUBRECIPIENT'S OBLIGATIONS

Subrecipient shall fulfill the following obligations:

- (1) Subrecipient shall fulfill all the requirements of the Agency Contract.

- (2) Subrecipient shall comply with all state and federal requirements regarding the confidentiality of participant records.
- (3) Subrecipient shall have written policies regarding sexual harassment and non-discrimination (said policies must guarantee human/civil rights); regarding a person's right to privacy, regarding safeguarding personal information and abuse of participants; regarding agency medication procedure; regarding respectful staff-to-participant interactions (i.e.: including a person's right to be treated with dignity and respect free of abuse).
- (4) Subrecipient shall provide all youth activities for substance use prevention as outlined in our Mini-Grant application.
- (5) Subrecipient shall be required to complete reporting related to these funds monthly, with final report and presentation due by June 15, 2023. A reporting template will be provided.
- (6) Subrecipient shall comply with all applicable federal, state, and local regulations.
- (7) Subrecipient shall comply with all the policies of the Jefferson County department managing this Agreement.

E. REIMBURSEMENTS

- (1) Total reimbursements for fiscal year 2023 to Subrecipient by the County under this Agreement shall not exceed \$ 5000 awarded to Subrecipient as mini-grant awardee.
- (2) Under this Agreement, the County shall disburse awarded mini-grant funds upon final execution of this Agreement.
- (3) Subrecipient will receive Project balance upon execution of this agreement and will provide monthly to the County a detailed description of Project's progress, including accounting of all expenditures made during the month in which Subrecipient is reporting (template provided).

F. DEBARMENT

By signing this Agreement, and Appendix A, Subrecipient certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). Subrecipient agrees to include the above requirement in any and all subcontracts into which it enters, and also agrees that it will not employ debarred individuals. Subrecipient must immediately notify the County if, during the term of this Agreement, Subrecipient becomes debarred. The County may immediately terminate this Agreement by providing Subrecipient written notice, if Subrecipient becomes debarred during the term of this Agreement.

G. FUNDING WITHDRAWN, REDUCED OR LIMITED

If the County determines in its sole discretion that the funds it relied upon to establish this Agreement have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this Agreement but prior to the normal completion of this Agreement, then the County, at its sole discretion, may: (1) Terminate this agreement; (2) Renegotiate this Agreement under the revised funding conditions; or, (3) Suspend

Subrecipient's performance under this Agreement upon five (5) business days' advance notice to Subrecipient, if the County determines that there is a reasonably likelihood that the funding insufficiency may be resolved in time to allow Subrecipient's performance to resume prior to the normal completion date of this Agreement.

H. OVERPAYMENTS OR ERRONEOUS PAYMENTS TO SUBRECIPIENT

If overpayments or erroneous payments have been made to Subrecipient under this Agreement, the County will provide notice to Subrecipient and Subrecipient shall refund the full amount of the overpayment within thirty (30) calendar days of the notice. If Subrecipient fails to make timely refund, the County may charge Subrecipient one percent (1%) per month on the amount due, until paid in full.

I. RECORDS AND DOCUMENTS REVIEW

- (1) Subrecipient must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Agreement and the completion of the funded Project, procedures, and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.
- (2) Subrecipient must retain such records for a period of six (6) years after the date of final payment under this Agreement.
- (3) If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

J. RISK ASSESSMENT AND MONITORING FOR COMPLIANCE BY THE COUNTY.

Subrecipient shall immediately report to the County any failure to perform under this Agreement.

K. GENERAL TERMS AND CONDITIONS

- (1) Subrecipient's relation to the County shall at all times be that of independent Subrecipient. Any and all employees, volunteers, and any person(s) involved in the completion of this Project of Subrecipient's, or other persons engaged in the performance of any work or service required of Subrecipient under this Agreement, shall be considered associates of Subrecipient only, and any claims that may arise on behalf of or against said associates shall be the sole obligation, liability, and responsibility of Subrecipient.
- (2) Subrecipient, by signature to this Agreement, certifies that Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement, or any Agreement by any Federal department or agency.
- (3) Subrecipient shall not subcontract or assign any of the services or funds covered by this Agreement.

- (4) All cost for liability insurance and all liability of any and all kind associated with and to the commencement through completion of this Project shall be considered the sole responsibility of the Subrecipient.
- (5) It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington, and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson and Clallam Counties, Washington. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.
- (6) Should either party bring any legal action, each party in such action shall bear the cost of its own attorney's fees and court costs. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.
- (7) Subrecipient shall indemnify and hold the County, and its officers, officials, employees, agents and volunteers (and their marital communities) harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from Subrecipient's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a Subrecipient to indemnify the County and its officers, officials, employees, agents and volunteers (and their marital communities) against and hold them harmless from claims, demands or suits based solely upon the conduct of the County, its officers, officials, employees, agents and volunteers (and their marital communities), and provided further that if the claims or suits are caused by or result from the concurrent negligence of:
 - (a) Subrecipient's agents or employees; and,
 - (b) The County, its officers, officials, employees, agents and volunteers (and their marital communities), this indemnity provision with respect to: (i) claims or suits based upon such negligence, or (ii) the costs to the County of defending such claims and suits, etc., shall be valid and enforceable only to the extent of Subrecipient's negligence or the negligence of Subrecipient's agents or employees.
 - (c) Subrecipient specifically assumes potential liability for actions brought against the County by Subrecipient's employees, including all other persons engaged in the performance of any work or service required of Subrecipient under this Agreement and, solely for the purpose of this indemnification and defense, Subrecipient specifically waives any immunity under the state industrial insurance law, Title 51 RCW. Subrecipient recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation.
 - (d) The provisions of this section shall survive the expiration or termination of this Agreement.
- (8) Subrecipient shall not discriminate against any person presenting themselves for services based on race, religion, color, sex, age, or national origin.

- (9) No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity.
- (10) This Agreement memorializes the entire agreement between the parties. No representation or promise not expressly contained in this Agreement has been made. The parties are not entering into this Agreement based on any inducement, promise, or representation, expressed or implied, which is not expressly contained in this Agreement. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.
- (11) Subrecipient is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Subrecipient assumes responsibility for and all liability for the actions, damages, and all quality of services performed by any associate affiliated with subrecipient's funded Project.
- (12) While performing Project services, the use of illegal drugs, alcohol, or controlled substances on the County property or premises is strictly prohibited. Subrecipient, volunteers, and subrecipient associates and/or employees shall not perform Project services while under the influence of drugs or alcohol, and if discovered, may be reported to the appropriate law enforcement agency.
- (13) The use of tobacco of any kind on property or premises of the County shall comply with County policies.
- (14) Any form of harassment, discrimination, or improper fraternization with any County employee or a participant is strictly prohibited.
- (15) No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- (16) The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
- (17) The terms of this Agreement are not severable. If any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be enforceable.
- (18) This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.
- (19) The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.

- (20) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.
- (21) The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent, legal counsel.
- (22) This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.
- (23) Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), Subrecipient agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. Subrecipient also agrees that upon receipt of any written public record request, Subrecipient shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.
- (24) All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County shall be sent to the following address:

Laura Tucker, YCCTPP
Jefferson County Public Health
615 Sheridan St.
Port Townsend, WA 98368

Notices to Subrecipient shall be sent to the following address:

Kelli Parcher
OWL 360 Executive Director
kelliparcher@jeffersonyouthproject.org
360-301-3110

(SIGNATURES FOLLOW ON THE NEXT PAGE)

ADOPTED THIS _____ day of _____, 2023

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

SUBRECIPIENT

By: _____
Greg Brotherton, Chair Date

By: _____
Kate Dean, Commissioner Date

By: _____
Heidi Eisenhour, Commissioner Date

By: Kelli Pacheco
Signature

Name: Kelli Pacheco

Title: Executive Director

Organization: OWL360

Date: 2-21-2023

SEAL:

ATTEST:

Carolyn Gallaway, Date
Clerk of the Board

Approved as to form only:

P.C. Hunsucker February 15, 2023

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

APPENDIX A – COMPLIANCE AND RISK MONITORING FORM

This Compliance and Risk Monitoring Form shall be submitted before the Subrecipient Agreement can be approved and also shall be submitted monthly, with final form submitted by June 15, 2023.

AGENCY CONTRACT NO: N-22-028-04

DATE: 02-17-2023

NAME OF SUBRECIPIENT: OWL 360 The Nest

By signing below, I declare under penalty of perjury of the laws of the State of Washington and the United States that the foregoing is true and correct. (Check the applicable boxes.)

DATE	CERTIFICATION ITEM	YES	NO
	Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any Federal, State, or local department or agency		☒
	Subrecipient has not within a 3-year period preceding the submission of this Compliance and Risk Monitoring Form been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property		☒
	Subrecipient is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property		☒
	Subrecipient has not within a 3-year period preceding the submission of this Compliance and Risk Monitoring Form one or more public transactions (Federal, State, or local) terminated for cause or default		☒

DATE	CERTIFICATION ITEM	YES	NO
	Subrecipient has provided all written reports required by the Agreement as of the submission of this Compliance and Risk Monitoring Form (Template provided)	☒	☒
	Subrecipient certifies that the Project will be completed by June 15, 2023	☒	☐
	Subrecipient certifies that Project outcomes will be presented at one Olympic Prevention Partnership meeting, and one CPWI Coalition meeting.	☒	☐

Signed at Port Townsend City WA State

Kelli Parker SUBRECIPIENT SIGNATURE 02-17-2023 DATE

Kelli Parker
WRITTEN NAME OF PERSON SIGNING CERTIFICATION

APPROVED BY THE COUNTY:

COUNTY APPROVAL SIGNATURE DATE

WRITTEN NAME OF PERSON APPROVING CERTIFICATION

Appendix B
Template of deliverables and costs

Mini-grant Subrecipient Awardee:

OWL360

Title: Support for the NEST

Topic: Timeline

Month/ Date	Action Item	Description
<i>Late January-early February</i>	<i>Training to Youth Advisory Board Members by Community Experts</i>	<i>Risk and Protective Factors/ACE's</i>
<i>February</i>	<i>Training to Youth Advisory Board by Field Experts</i>	<i>Leadership and Public Speaking</i>
<i>February-March March</i>	<i>On-Line Course on Advocacy Event Planning Begins</i>	<i>Course Completion and Certification Topics/Format/Dates</i>
<i>March-April- May-June</i>	<i>Advocacy Practicum</i>	<i>Using Learned Skills in Advocacy with patrons of The Nest as well as other community contacts.</i>
<i>April – May</i>	<i>Experiential Exercises</i>	<i>Local government visit/discussion State government visit/discussion OR Attendance at Children's Justice Conference</i>
<i>Late May</i>	<i>Events planning concludes</i>	<i>Events Held</i>

Topic: Budget

Budget Item	Amount	Description
<i>Training</i>	<i>\$1000.00</i>	<i>Leadership & Public Speaking Facilitator</i>
<i>Training</i>	<i>\$1000.00</i>	<i>Peer to Peer Advocacy Course and Certification</i>
<i>Stipend</i>	<i>\$500.00</i>	<i>Advocacy Practicum by Youth participants</i>
<i>Experiential Exercises:</i>		<i>Includes travel, meals, tuition, & lodging (if applicable)</i>
<i>Local Government</i>	<i>\$0.00</i>	
<i>State Government</i>	<i>\$500.00</i>	
<i>Children's Justice Conf.</i>	<i>\$1000.00</i>	
<i>Peer Events</i>	<i>\$1000.00</i>	<i>Events publicity and supplies.</i>