

Grays Harbor County

Public Health and Social Services Department

CONTRACT AMENDMENT: 1

Beginning: 7/1/2012

Ending: 9/30/2013

Agency: Pacific County

County Representative: Joan Brewster

Program/Service: Collaborate as a Healthy Communities region for the purposes of carrying out the work funded by the Community Transformation Grant (CTG). Grays Harbor has been designated as the contracted "lead agency" for the region and its work. This amendment provides additional funding to carry out the priority health improvement initiatives associated with the CTG.

Amount of Amendment: \$3,606.00

CFDA Number: 93.991

All other terms and conditions shall remain unchanged.

AGENCY

BOARD OF COMMISSIONERS
GRAYS HARBOR COUNTY

By _____

Chairman

Print Name _____

Commissioner

Title _____

Commissioner

Date _____

Date _____

AMENDMENT 1

**INTERLOCAL AGREEMENT
Between
GRAYS HARBOR COUNTY AND PACIFIC COUNTY
For
COMMUNITY TRANSFORMATION GRANT**

This amendment by and between GRAYS HARBOR COUNTY, hereinafter referred to as "GRAYS HARBOR", and PACIFIC COUNTY, hereinafter referred to as "PACIFIC", shall be effective as of the date that this amendment is fully executed.

AGREEMENT TERM: Through June 30, 2013.

WHEREAS, the Agreement is in effect through the Current Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **AGREEMENT TERM:** This amendment extends the term of the agreement through September 29, 2013.

2. **COMPENSATION**

The total amount of compensation available under this agreement is increased as follows:

Program Name	CFDA	Funding End Date	Current Consideration	Change	Total Consideration
FFY12 PHBG LHD	93.991	6/30/13	\$16,194.50	\$0	\$16,194.50
FFY13 PHBG	93.991	9/29/13	\$0	\$3,606.00	\$3,606.00
TOTALS			\$16,194.50	\$3,606.00	\$19,800.50

3. **ACTIVITIES**

The additional funding is to support the following activities, which will be undertaken by PACIFIC in addition to those agreed upon in the original Agreement:

- a. Continue to walking trails planning and implementation.
- b. Participate in or provide training and technical assistance to support policy, environmental and systems changes to increase healthy eating, active living, and reduce tobacco exposure.

4. **DELIVERABLES**

The following deliverables will be completed by PACIFIC in addition to those agreed upon in the original Agreement:

- a. Submit monthly activity reports to GRAYS HARBOR by the 5th of each month beginning in September 2012.

5. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written

Grays Harbor County

Public Health and Social Services Department

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GRAYS HARBOR COUNTY

Public Health and Social Services Department

CONTRACT

Beginning 7/1/2012	Ending: 6/30/2013
Agency: Pacific County Public Health and Human Services	County Representative: Joan Brewster
Program Service: Healthy Communities HUB for the purposes of carrying out the work funded by the Community Transformation Grant (CTG). Grays Harbor has been designated as the contracted "lead agency" for the HUB and its work. This contract Authorizes Pacific and Grays Harbor to cooperatively exercise the powers, privileges and authority described in the contract to carry out the priority health improvement initiatives associated with the CTG.	
Contract Amount: \$16,194.50	
CFDA #: 93.991	

IN CONSIDERATION of the terms, conditions and performances contained in the attached pages, the parties agree that this contract is a complete expression of the terms and no other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist.

AGENCY

BOARD OF COMMISSIONERS
GRAYS HARBOR COUNTY

By _____

Chairman _____

Title _____

Commissioner _____

Date _____

Commissioner _____

Date _____

INTERLOCAL AGREEMENT
Between
GRAYS HARBOR COUNTY and PACIFIC COUNTY
For
COMMUNITY TRANSFORMATION GRANT

This Agreement is made and entered into between GRAYS HARBOR COUNTY, hereinafter referred to as "GRAYS HARBOR," and PACIFIC COUNTY, hereinafter referred to as "PACIFIC."

WHEREAS, the Washington State Department of Health (DOH) has designated GRAYS HARBOR, PACIFIC, Lewis, Thurston, and Mason Counties as a single Healthy Communities Hub ("HC HUB") for the purpose of carrying out the work funded by the Community Transformation Grant (CTG), and,

WHEREAS, DOH has designated GRAYS HARBOR as the contracted "lead agency" for the HC HUB and its work, and,

WHEREAS, RCW 39.34.080 authorizes PACIFIC and GRAYS HARBOR to contract with each other as public agencies to cooperatively exercise the powers, privileges and authority each agency is individually authorized by law to perform, as described herein,

NOW; THEREFORE, in consideration of the mutual promises and covenants recited herein, GRAYS HARBOR and PACIFIC agree and resolve as follows:

Section 1. PURPOSE

The purpose of this Agreement is 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 Community Transformation Grant (CTG), as specified in Appendix 1 attached hereto and incorporated herein. These priority initiatives are:

- Tobacco-free living
- Active living and healthy eating
- High impact evidence-based clinical and other preventive services, specifically prevention and control of high blood pressure
- Social and emotional wellness
- Healthy and safe physical environments

Funds to support activities associated with a Community Transformation Grant are provided by the Washington State Department of Health, from sources designated for this purpose. GRAYS HARBOR shall provide funds from this source to PACIFIC to be used to complete PACIFIC'S responsibilities set out in Section 2 of this Agreement.

6. Carry out activities that are stipulated in the Work Plan in Appendix 1, attached hereto and incorporated herein by reference.
7. Submit deliverables to GRAYS HARBOR as stipulated in Appendix 1.
8. Ensure that all funds associated with this Agreement can be tracked separately from other funds managed by PACIFIC and are used in accordance with the terms of this Agreement.
9. Provide information about PACIFIC's plans and achievements regarding the priority health improvement initiatives to the PACIFIC Board of Health.
10. Provide information gathered by PACIFIC under this Agreement to assist in completing quarterly and other project reports by GRAYS HARBOR for the CTG.
11. Participate in program monitoring and evaluation, providing data to GRAYS HARBOR as requested.
12. Submit invoices to GRAYS HARBOR detailing expenses in support of this project, as detailed in Section 3 Compensation, below.

Section 3. COMPENSATION

Compensation shall be as follows, as designated for PACIFIC:

The sum of \$16,194.50 to be paid by GRAYS HARBOR from funds provided by DOH for the purposes outlined in the Work Plan in Appendix 1 and as detailed below.

Program Name	CFDA	Funding End Date	Current Consideration	Change	Total Consideration
FFY12 PHBG LHD	93.991	6/30/13	\$0	\$16,194.50	\$16,194.50
TOTALS			\$0	\$16,194.50	\$16,194.50

Billing Method

PACIFIC shall submit an invoice for each month of the project period detailing administration charges, staff time and materials costs.

Section 4. TERM

This Agreement will take effect on the last date executed by the parties, and shall continue through June 30, 2013 unless terminated sooner as provided herein. This Agreement may be extended up to two years, upon the mutual written consent of both parties.

Section 9. GOVERNANCE

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Pacific County, Washington.

Section 10. SEVERABILITY

If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid in whole or in part, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision. Should GRAYS HARBOR determine that the severed portions substantially alter this Agreement so that the original intent and purpose of the Agreement no longer exists, GRAYS HARBOR may, in its sole discretion, terminate this Agreement.

Section 11. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to this Agreement.

Section 12. NON-DISCRIMINATION

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and each party's local non-discrimination ordinances.

Section 13. ACCESS TO RECORDS

Each party shall have reasonable access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

Section 14. SUBCONTRACTS AND ASSIGNMENT

No party shall assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the other party. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement. All

- 3) Maintain internal controls that provide reasonable assurance that PACIFIC is managing funds received through this Agreement in compliance with laws, regulations, and the provisions of contracts or grant agreements.

Section 16. LIMITATION DUE TO FUNDING

This Agreement is expressly subject to and contingent upon adequate funding being available to GRAYS HARBOR for the purposes of this Agreement. If the funds upon which GRAYS HARBOR relied to provide the services under this Agreement are withdrawn, reduced, or limited, GRAYS HARBOR may terminate this Agreement by providing five (5) business days written notice to PACIFIC. On the date of termination specified in the termination notice, GRAYS HARBOR and PACIFIC shall no longer be responsible to provide the services set out in this Agreement.

Section 17. RELATIONSHIP OF PARTIES

The employees or agent of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. No party or its employees are entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party. This Agreement is for the benefit of the parties, and no third party beneficiary relationship is intended. No separate legal entity is created by this Agreement and no joint organization is established. No common budget is to be established and no personal or real property is to be jointly acquired or held.

Section 18. CONFIDENTIALITY

PACIFIC and GRAYS-HARBOR shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR PARTS 160-164, and RCW 70.02, 70.24, 70.28, and any other state law applicable to confidentiality of information in relation to this Agreement.

Section 19. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, supplies or property provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any political activity or to further the election or defeat of any candidate for public office.

Use of Federal Funds: Further, GRAYS HARBOR shall certify that no federal funds payable under this contract will be paid by or on the behalf of any party to this Agreement, to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of Member of Congress in connection with the awarding of a federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

APPENDIX 1 - Work Plan

Develop a feasibility plan for extending the Discovery Trail from Ilwaco to Long Beach into Ocean Park.

Work will include:

1. Researching best practices in developing trails,
2. Establishing relationships with the parties that worked on the original Discovery Trail,
3. Convening together community meetings to determine support,
4. Developing presentation materials for focus groups,
5. Researching the potential for creating a park and recreation district to sustain the efforts for increasing safe locations to pursue physical activity, and,
6. Time permitting, researching potential funding sources for creating the trail.

Deliverables:

1. In collaboration with GRAYS HARBOR, develop an action plan to ensure implementation of the accepted proposal described above for submission to DOH before May 1, 2013
2. Submit monthly activity reports to GRAYS HARBOR by the 8th of each month beginning in September 2012.
3. Work products as requested.