

PROFESSIONAL SERVICES AGREEMENT

Contract # DFC EUDL 2013 LBPD

THIS AGREEMENT is entered into between Pacific County (County) and the City of Long Beach Police Department (Contractor).

The parties agree as follows:

1. Contractor's Services. The Contractor shall provide the following services to the County (School &

Community Based Prevention Consultant):

- a. School and community-based environmental drug and alcohol prevention strategies and consultation that leads to 1) increased enforcement of existing Alcohol, Tobacco, and other drugs (ATOD) laws/policies; 2) A change in the physical design of the environment that limits youth access to tobacco, alcohol and other drugs; and 3) A change in ATOD policies and norms within the Ocean Beach School District.

All work performed under this agreement shall be done in compliance with all applicable terms and conditions contained in Exhibit A- Drug Free Communities Grant terms and conditions. The service area for all activities under this agreement shall be within the boundaries of the Ocean Beach School District. These activities will include:

- In coordination with Ocean Beach School district administration and elected school board, work to ensure best practice ATOD policies are implemented and enforced in all school district buildings.
- Provide additional enforcement of existing ATOD rules, policies, and laws during school hours and after hours at school sponsored extracurricular events.
- Provide education to administration, staff, parents, and students around ATOD laws and enforcement.
- Participate in WellSpring Community Network monthly and other meetings including but not limited to ad hoc team meetings and coalition sponsored community wide events.
- Coordinate twice annual Prescription Drug Take Back events as designated by the DEA.
- Conduct shoulder tapping operation with outside of at least (10) alcohol retailers in South Pacific County.

Enforcing Underage Drinking Laws

- (4) Eight Hour Compliance check shifts
- (5) Eight hour Party Intervention Patrol Shifts
- (4) Eight hour Shoulder Tapping Shifts
- 5 Officers attend Party Intervention Patrol Training
- 5 Officers attend Source Investigation Training
- 2 Officers attend compliance check/shoulder tapping training
- 60 additional hours of School Community Prevention Consultant time to support work on Social Hosting Policy and School Policy.

The Health & Human Services Department shall administer this Agreement on behalf of the County, and the Contractor shall perform the required services to the satisfaction of the Director of that Department. The Director's determination of satisfaction with the Contractor's services shall be based on reasonable and objective standards that are not inconsistent with this Agreement.

2. Payment.
 - a. The County will pay the Contractor on an hourly basis, at the overtime rate of \$51.00 per hour for time actually spent by the Contractor in performing the required services.
 - b. Notwithstanding any other provision of this Agreement, the total compensation payable to the Contractor for services provided and expenses incurred under this Agreement shall not exceed \$19,018 for the period beginning October 1, 2012, ending September 30, 2013.
 - c. The Contractor shall bill the County for payment. The County will not pay for any services not rendered or expenses not incurred. Billings shall be sent to: Pacific County Health & Human Services PO Box 26 South Bend, WA 98586 on the attached invoice (Exhibit B). Payment under this section will be full compensation for all services performed and expenses incurred by the Contractor under this agreement.
3. Effective Date. The effective date of this Agreement is October 1, 2012.
4. Termination. This Agreement shall terminate on September 30, 2013. The County may terminate this Agreement at any earlier time and for any reason, by giving the Contractor thirty (30) days written notice of termination.
5. Independent Contractor. The Contractor is an independent contractor of the County, and as such is not subject to the County's immediate control or direction in the performance of the required services. Neither the Contractor nor any of the Contractor's employees or agents shall be deemed to be an official, employee, or agent of the County. The Contractor is solely responsible for his or her acts and for the acts of his or her officers, employees, agents, and subcontractors.

Additionally, the Contractor makes the following assurances:

 - a. The Contractor is customarily engaged in an independently established trade, occupation, profession, or business, of the same nature as that involved in this Agreement.
 - b. The Contractor has a principal place of business that is a bona fide municipal building not subject to federal income tax.
6. Supplanting. Under the Federal "supplement not supplant" requirement, Drug Free Community Grantee's and their subcontractors (Contractor) may use Federal funds only to supplement and, to the extent practical, increase the level of funds that would, in the absence of the Federal funds, be made available from non-Federal sources. In no case may a organization use Federal program funds to supplant—take the place of—funds from non-Federal sources. Supplanting is presumed to occur in the following instances:
 - The agency uses Federal funds to provide services that it is required to make available under other Federal, State or local law.
 - The agency or school district uses Federal funds to provide services that it provided with non-Federal funds in the immediate prior years.

Contractor agrees that funds received under this agreement will supplement, not supplant current staffing within their organization

7. Indemnification.

- a. Each of the parties agrees to indemnify and hold the other harmless from and against any and all loss and damage, and any and all claims, demands, suits, liabilities, and payments, including cost of defense arising in whole or in part of, out of the negligent act or omission of an indemnitor, its officers, employees, agents or subcontractors, or the negligent act or omission of any person for which an indemnitor or subcontractor is held liable.

However, if any losses, damages, claims, demands, suits, liabilities, and payments, including cost of defense, arise out of or result from the concurrent negligence of (a) the COUNTY, its officers, employees, agents, or subcontractors, or any other person for which the COUNTY is held liable, and (b) the RECIPIENT, its offices, employees, agents, subcontractors or any other person for which the RECIPIENT is held liable, this indemnity provision shall be valid and enforceable only to the extent of the negligence of any indemnitor's officers, employees, agents, subcontractors, or any other person for which an indemnitor is held liable.

- b. For the purposes of this section, (i) "claim" means all claims, lawsuits, causes of action, administrative actions, liabilities, settlements, damages, costs, and attorney fees, and (ii) "Pacific County" means Pacific County its board and commissions, and all past, present, and future officials, employees, agents, or volunteers of Pacific County.
- c. This paragraph shall survive the completion, expiration, and/or termination of this Agreement.

8. Ownership of Materials. Materials created by the Contractor and paid for by the County as a part of this Agreement shall be owned by the County and shall be "works for hire" as defined by the U. S. Copyright Act of 1976. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Agreement but which is not created for or paid for by the County is owned by the Contractor; however, the County shall have a perpetual license to use this material for County (internal) purposes at no charge to the County.

9. Compliance with Laws. Throughout the duration of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and orders.

10. Entire Agreement. This written Agreement constitutes the parties' entire and integrated agreement, and supersedes all prior and contemporaneous negotiations, representations, or agreements, whether written or oral.

11. Amendments. No provision of this Agreement may be amended or modified except by a further written document signed by the County and the Contractor.

12. Confidentiality. The parties shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to this Agreement that provided the information.

13. Insurance. The CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$1,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

14. Standards For Fiscal Accountability.

A. The Agency agrees to maintain books, records, reports and other evidence of documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement and in compliance with OMB Circular 133, incorporated herein by reference (http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2011). The Agency further agrees that the County shall have the right to monitor and audit the fiscal components of the Agency to ensure that actual expenditures remain consistent with the terms of this Agreement. The Agency

The Agency shall retain all books, documents and other material relevant to this Agreement for a period of five (5) years after expiration of this Agreement. The Agency agrees that the County shall have full access to and right to examine any of said materials at all reasonable times during said period.

B. The Agency shall:

1. Provide accurate, current and complete disclosure of the financial status of this Agreement as requested by the County;
2. Identify the source and application of funds for services supported by this Agreement in whole or in part.
3. Maintain internal controls that provide reasonable assurance that the Agency is managing funds received through this Agreement in compliance with laws, regulations, and the provisions of contracts or grant agreements.

15. Criminal Background History Check. A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to youth, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388.06 WAC.

16. Debarment Certification. The Contractor hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Agreement/Contract. Suspension and/or debarment of the Contractor from securing federal or state funds shall be cause for immediate termination of this Agreement/Contract by the County.

Board of County Commissioners
Pacific County, Washington

Long Beach Police Department
City of Long Beach, Washington

Lisa Ayers, Chair

Chief _____ Date _____

Beverly Olson, Commissioner

Consultant Mailing Address:

Norman B. Cuffel, Commissioner

ATTEST:

Clerk of the Board

Phone: _____

Tax ID # _____

APPROVED AS TO FORM:

David Burke _____ Date _____
Prosecuting Attorney

EXHIBIT A- DFC TERMS & CONDITIONS

The Drug Free Communities Support Program (DFC) is a collaborative effort between the Executive Office of the President, Office of National Drug Control Policy (ONDCP), and the Substance Abuse and Mental Health Services Administration (SAMHSA). Grant awards are made available through SAMHSA with funding from ONDCP. The purpose of the funding is to address two major goals: 1) Establish and strengthen collaboration among communities, private nonprofit agencies, and Federal, State, and local and tribal governments to support the efforts of community coalitions to prevent and reduce substance abuse among youth; and 2) Reduce substance abuse among youth and, over time, among adults by addressing the factors in a community that increase the risk of substance abuse and promoting the factors that minimize the risk of substance abuse.

While responsibility rests with the grantee for achieving the primary goals of the program, SAMHSA and its designated representatives shall monitor and provide continuing technical assistance, consultation, and coordination in the conduct of the project during the funding period. In addition to these terms and conditions and the applicable statutes and regulations, grantees are bound by the DHHS Grants Policy Statement and all requirements in the Program Announcement for the FY 2009 DFC.

SPECIAL TERMS OF AWARD:

Failure to comply with special terms and conditions may result in a drawdown restriction on your Payment Management Account or denial of funding in the future.

1. Grantee must receive and expend non-federal matching funds as required in the Program Announcement. In-kind support may also be used to satisfy the match requirement.
2. Grantee must collect, on a biennial basis, the following data on youth consistent with the geographic area served by the coalition: (1) age of onset of any drug (including alcohol, marijuana and tobacco); (2) frequency of drug use in the past 30 days (including alcohol, marijuana and tobacco); (3) perception of risk or harm; and (4) perception of disapproval of use by adults (including alcohol, marijuana and tobacco), or other measures as identified by ONDCP. The grantee should report on youth in at least three grades. The size of the data collection must be sufficient to provide an accurate and meaningful statistical representation of the geographic area served by the coalition.
3. The Division of Grants Management at SAMHSA conducts a review of your organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 74.14 or 92.12, as applicable. The restriction will affect the drawdown of funds from the Payment Management System; all drawdown's will require the prior approval of the applicable GMS.

STANDARD TERMS OF AWARD:

1. This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA). Refer to the order of precedence in Section III (Terms and Conditions) on the NoA.
2. Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General -- Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.
3. Accounting Records and Disclosure - Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards matching funds and in-kind support, and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its sub-recipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.

4. Per (45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used a program income.
5. Program income accrued under the award must be accounted for in accordance with (45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Financial Status Report, Standard Form 269 (long form). Program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b)(1)) or (45 CFR 92.25(g)(2)) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB Circulars A-102 ("Grants and
6. Cooperative Agreements with State and Local Governments") and A-110 ("Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").
7. None of the Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
8. No HHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).
9. Restrictions on Grantee Lobbying
(c) Title 18 > Part I > Chapter 93 > Section 1913: No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352.
10. Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites): Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from ONDCP and SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Office of National Drug Control Policy or the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.
11. If federal funds are used by the grantee to attend a meeting and meal(s) are provided as part of the program, then the per diem applied to the travel costs must be reduced by the allotted meal costs.
12. Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation please contact, Mike Daniels, SAMHSA Federal Preservation Coordinator, SAMHSA at Mike.Daniels@samhsa.hhs.gov or 240-276-0759.

13. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to www.samhsa.gov/grants/trafficking.aspx.

The DFC Semi-Annual Progress Reports are due to be submitted through the Coalition Online Management and Evaluation Tool (COMET) on the following dates unless otherwise instructed by ONDCP through your GPO:

May 10th and December 10th annually

1. Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Federal Audit Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first. Single Audit Reporting packages for fiscal periods ending on or after January 1, 2008 must be submitted online at: <http://harvester.census.gov/fac/collect/ddeindex.html>

ENVIRONMENTAL STRATEGIES:

Coalitions are expected to develop and utilize environmental strategies based on a community systems perspective that views a community as a set of persons engaged in shared social, cultural, political, and economic processes. More specifically, environmental strategies seek to: (1) limit access to substances, (2) change the culture and context within which decisions about substance use are made, and/or (3) reduce the prevalence of negative consequences associated with substance use (such as motor vehicle crashes, sexual assaults, etc.). Specific strategies include rules and regulations, community norms, and access to alcohol and other drugs. Therefore, effective prevention requires intervention in various facets of community life that are designed to create change within a whole community.

DFC coalitions are more likely to be successful in meeting their objectives if they work collaboratively to utilize environmental strategies. Non-government funds may be used for activities or interventions directed at specific individuals or small groups, however the primary purpose of the Federal funding in a DFC grant is to strengthen the capacity of coalitions to reduce and prevent youth substance use in the community by generating positive population-level, lasting environmental change. If an applicant has identified a community need for individualized or small-group targeted 'directed activities, practices, strategies or interventions,' these should be leveraged in coordination with local partners and/or funded primarily utilizing non-Federal and/or in-kind match dollars. All responses to special terms and conditions of award and post-award requests must be mailed to the Division of Grants Management, OPS, SAMHSA below:

For Regular Delivery:

Division of Grants Management
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857

For Overnight or Direct Delivery:

Division of Grants Management
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857