



PACIFIC COUNTY

Public Health and Human Services Department

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DRUG FREE COMMUNITIES GRANT

Memorandum of Understanding between Pacific County & WellSpring Community Network

PURPOSE

The purpose of this Memorandum of Understanding, hereinafter known as MOU, is to identify the duties, responsibilities, and authorities between Pacific County (contractual agent), and the WellSpring Community Network (Drug Free Communities Grant Board), for governing Drug Free Communities (DFC) grant funding and program operations. This MOU is required for DFC grant programs funded by the Office of National Drug Control Policy (ONDCP), and shall be used to guide the ongoing operations of the Drug Free Communities Grant Program in Pacific County. The provisions of this MOU shall be interpreted consistently with the spirit and intent of this MOU and the Drug Free Communities Act of 1997 (public law 105-20- June 27, 1997).

AUTHORIZING AGENT

The Drug Free Communities Grant program was enacted by congress on June 27, 1997. The intent of the Drug Free Communities Act is to support and encourage local communities that first demonstrate a comprehensive, long-term commitment to reduce substance abuse among youth, and for other purposes. The Drug Free Communities Grant program recognizes that the most effective strategy to reduce substance abuse is through the collaborative efforts of prevention, treatment, and law enforcement, along with key community elements and leaders. These key leaders represent, at minimum, the following (12) sectors; parent, youth, law enforcement, school, youth serving organization, business, faith-based, government, media, civic, healthcare, and other organizations. To fulfill this requirement, ONDCP requires a local broad-based community board be established, and that this broad based community board act as the policy-making body for the program. At all times, Pacific County Acts through its Board of County Commissioners. The Contract Officer or representative of the County will be Katie Lindstrom, Human Services Program Manager.

PROGRAM PLANNING & ASSESSMENT ACTIVITIES

WellSpring Community Network shall direct program planning and assessment according to the guidelines set forth in the Drug Free Communities Grant terms and conditions, DFC Act of 1997, Collaborative Needs Assessment, and the DFC application for funding, and other guidance provided by ONDCP. The board shall determine the projects and activities that are most appropriate in order to implement the program as outlined in the above-mentioned documents.

PROGRAMS DECISIONS, IMPLEMENTATION, & EVALUATION ACTIVITIES

If the program activities are conducted mainly through mini grants or another similar approach, then the Board shall make approval about which organizations receive funding based on an objective procurement procedure. It is the responsibility of the Board to keep minutes and other documentation of this process.

CONTRACTING & CONTRACTUAL RESPONSIBILITIES

The responsibilities of fulfilling the DFC Program's planning, policy, application, and contractual requirements shall be defined as follows:

(See Agreement for Fiscal Agency Services)

FISCAL TRACKING & SUBMITTAL OF INVOICES

Pacific County shall be responsible for preparation of invoices and submittal of invoices to ONDCP. The WellSpring Community Network, shall be responsible for submitting any necessary invoice documents to the Contractual Agent. Both shall track all grant expenditures, for provision of the necessary checks and balances.

DISPUTES

The parties shall make every effort to resolve disputes arising out of or relating to this MOU through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute under this MOU, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by Pacific County, a representative appointed by the WellSpring Community Network and a third representative mutually agreed upon by both parties. The team shall attempt to resolve the dispute by majority vote. If the dispute cannot be resolved in this fashion, either party may request assistance from ONDCP.

By signing below, all parties agree to the terms of the Memorandum of Understanding.

BOARD OF COUNTY COMMISSIONERS

Jan C. Ko
(Chairman)

W. Bluff
(Commissioner)

absent
(Commissioner)

11/24/09
Date

WELLSPRING

Rosanne McPail
(WellSpring Board Chair)

ATTEST:

Marie Guernsey
Kathy Noren
Clerk of the Board Deputy

DRUG FREE COMMUNITIES GRANT PROGRAM
Agreement for Fiscal Agency Services

Pacific County, hereinafter referred to, as “fiscal agency” shall serve as the fiscal agent for the Pacific County Drug Free Communities Program Board (WellSpring Community Network, DFC Program related only), hereinafter referred to as “WellSpring Community Network”. As such, the fiscal agency shall have general control over day to day fiscal activities of the DFC program.

The WellSpring Community Network and the fiscal agency hereby agree to the following responsibilities. It is understood that these responsibilities may be added to or subtracted from upon agreement of both parties.

Fiscal responsibilities to be assumed by the fiscal agency:

1. Assume oversight of WellSpring Community Network’s (DFC Program related only) fiscal operations using Generally Accepted Accounting Practices (GAAP) and Washington State Budget Accounting and Reporting Systems (BARS).
2. Provide accounting services to the WellSpring Community Network (DFC Program related only) as needed to execute the WellSpring Community Network’s fiscal operations.
3. Provide contract administration services to the WellSpring Community Network (DFC related only) as needed to execute the WellSpring Community Network’s fiscal operations. The fiscal agency signs contracts and agreements on behalf of the WellSpring Community Network. The Pacific County Board of County Commissioners will be the authorized signatory of the fiscal agent for contracts.
4. The fiscal agency, in consultation with the WellSpring Community Network, employs a Community Outreach Coordinator (Health Educator) who will receive a salary from the DFC grant funding.
5. Provide to the WellSpring Community Network (DFC related only) personnel services in accordance with the fiscal agency’s policies and procedures and in compliance with state rules and policies.
6. Provide needed fiscal information in order for the WellSpring Community Network (DFC related only) to effectively exercise its power and duties.
7. Bill and receive all the DFC related State and Federal funds and deposit all monies with the Pacific County treasurer.
8. Provide quarterly financial statements to the WellSpring Community Network.

9. Perform internal auditing of vouchers and payroll for compliance with state law and fiscal agency policies and procedures.
10. In consideration of these activities the fiscal agency is reimbursed a 10% administration fee from the WellSpring Community Network's DFC annual contract.
11. Each Party to this agreement shall be responsible for any damage or injury to persons or property resulting from its own negligence or the negligence of its employees, agents, or officers. Neither party assumes responsibility to the other party for consequences of acts of any person, companies or corporations, not a party to this agreement.
12. This agreement remains in effect unless either party evokes the termination clause.

Termination of Agreement:

This agreement may be terminated in whole or part by either party hereto upon sixty days written notice to the other party. The terms and conditions contained in this agreement shall remain in full force and in effect until and unless specifically terminated or modified by mutual assent of the parties hereto.

Amendment of Agreement:

The contract shall be subject to amendment at any time by mutual agreement of the parties and approval of the fiscal agency's governing body and the WellSpring Community Network (DFC related only); provided that any amendments to this agreement must be in writing, signed by the parties and incorporated in this agreement by attachment.

BOARD OF COUNTY COMMISSIONERS

Jon C. Kuo
(Chairperson)

Bob Cruff
(Commissioner)

absent
(Commissioner)

ATTEST:

Marie Guernsey
Kathy Noren
Clerk of the Board Deputy

WELLSPRING

Resanne McPail
(WellSpring Board Chair)

11/24/09
Date