



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Snohomish County Health Department (formerly Snohomish Health District) – Youth Cannabis & Commercial Tobacco Prevention Program Interlocal Agreement Amendment #3
DATE: August 15, 2023

Attached is an interlocal agreement amendment between Whatcom County and Snohomish County Health Department for your review and signature.

▪ **Background and Purpose**

Whatcom County receives funding from Washington State Department of Health (DOH) to act as the lead agency for the North Sound Regional Youth Cannabis & Commercial Tobacco Prevention Program, whose goal is to reduce initiation and use of cannabis and tobacco by youth (ages 12-20) in the North Sound Region. The purpose of this Agreement is to support Snohomish County Health Department's participation in planning and engagement in youth cannabis and tobacco prevention strategies and activities. The purpose of this amendment is to increase funding by \$14,928 to support the expansion of work within the current workplan including increased media promotion and sending staff to the Virtual Montana Summer Institute Training. The additional funding and has been approved by DOH in support of the spend down of YCCTPP funding between 06/01/2023 – 06/30/2023.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$70,928 during this contract period (07/01/2022 – 06/30/2023) and \$97,928 during the entire contract period (07/01/2021 – 06/30/2023), is provided by the DOH YCCTPP. These funds are included in the 2023 budget. Council approval is required as the funding added by this amendment exceeds 10% of the amount authorized by Council on 01/10/2023.



▪ **Differences from Previous Contract**

Section	Amendment Purpose
Exhibit A	Increase funding for personnel, advertising, travel, training and subsequent indirect costs.

Please contact Ann Beck, Community Health & Human Services Manager at 360-778-6055 (ABeck@co.whatcom.wa.us) or Kathleen Roy, Assistant Director at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions or concerns regarding this request.

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202107009 – 3

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855060 Substance Abuse	
Contract or Grant Administrator:		Alyssa Pavitt	
Contractor's / Agency Name:		Snohomish County Health Department	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		202107009
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	If yes, grantor agency contract number(s):		CFDA#: 93.387
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		202001016
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):		Contract Cost Center: 677350 / 677355
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:	
\$	83,000	1. Exercising an option contained in a contract previously approved by the council.	
This Amendment Amount:		2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.	
\$	14,928	3. Bid or award is for supplies.	
Total Amended Amount:		4. Equipment is included in Exhibit "B" of the Budget Ordinance	
\$	97,928	5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
Summary of Scope: This Agreement provides funding for implementation of youth cannabis and tobacco prevention activities in Snohomish County Health Department's jurisdiction. This amendment increases funding to support the expansion of work within the existing workplan.			
Term of Contract:	1 Year	Expiration Date:	06/30/2023
Contract Routing:	1. Prepared by:	JT	Date: 05/30/2023
	2. Health Budget Approval	KR	Date: 06/05/2023
	3. Attorney signoff:	RB	Date: 06/05/2023
	4. AS Finance reviewed:	A Martin	Date: 6/5/2023
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Executive Contract Review:		Date: 8/16/2023
	8. Council approved (if necessary):	AB2023-386	Date: 06/20/2023
	9. Executive signed:		Date: 8/16/2023
	10. Original to Council:		Date:

Whatcom County Contract Number:

202107009 – 3

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:
Snohomish County
3020 Rucker Avenue, Suite #306
Everett, WA 98201

CONTRACT PERIODS:

Original: 07/01/2021 – 06/30/2022
Amendment #1: 07/01/2022 – 12/31/2022
Amendment #2: 07/01/2022 – 06/30/2023
Amendment #3: 06/01/2023 – 06/30/2023

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Amend Exhibit A – Compensation, to increase funding for personnel, advertising including increased media promotion, staff training and travel to the [Virtual Montana Summer Institute Training](#), and subsequent indirect costs by \$14,928.
2. Funding for this contract period (07/01/2022 – 06/30/2023) is not to exceed \$70,928.
3. Funding for the total contract period (07/01/2021 – 06/30/2023) is not to exceed \$97,928.
4. All other terms and conditions remain unchanged.
5. The effective start date of the amendment is 06/01/2023.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM:  DocuSigned by: Ann Beck 8/15/2023
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Ann Beck, Community Services Manager Date


DEPARTMENT HEAD APPROVAL:  DocuSigned by: Erika Lautenbach 8/16/2023
955C651A30374BD...

Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM:  DocuSigned by: Royce Buckingham 8/16/2023
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Royce Buckingham, Senior Civil Deputy Prosecutor Date

SNOHOMISH COUNTY:

	Dave Somers, County Executive	August 15, 2023
Contractor Signature	Contractor Printed Name/Title	Date

FOR WHATCOM COUNTY:

 DocuSigned by: Satpal Singh Sidhu 8/16/2023
1192C7C18B664E3...
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Snohomish County Health Department
3020 Rucker Avenue, Suite #306
Everett, WA 98201

COUNCIL USE ONLY
Approved <u>8/9/2023</u>
ECAF # <u>2023-0776</u>
MOT/ORD <u>Ordinance 23-069</u>

EXHIBIT "A" – Amendment #3
(COMPENSATION)

The source of funding for this contract, in an amount not to exceed \$70,928, is the Washington State Department of Health Youth Cannabis & Commercial Tobacco Prevention Program. Funding for this Agreement is provided by three funding sources through the Washington State Department of Health's (DOH) Consolidated Contract YCCTPP Funds, with a breakdown as follows:

- \$39,928 – Dedicated Cannabis Account (Funding Period: July 1, 2022- June 30, 2023)
- \$23,500 – Tobacco Prevention Proviso (Funding Period: July 1, 2022 – June 30, 2023)
- \$7,500 – Centers for Disease Control (Funding Period: July 1, 2022 – June 30, 2023)

The budget for this work is as follows:

Contract Budget 07/01/2022 – 06/30/2023		
*Item	Documentation required with invoice	**Budget
Personnel	Expanded GL Report	\$39,130
Advertising		\$17,000
Travel & Training	For travel, training and conference expenditures, mileage will be reimbursed at the current Federal rate. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Lodging and meal costs are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Reimbursement requests for allowable travel, training and membership expenses (including conference/training registration fees) must be accompanied by receipts or vendor invoices. Receipts for meals are not required. Mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, are required for mileage reimbursement.	\$6,250
Supplies & Materials	Receipts or paid invoices	\$2,100
Subtotal		\$64,480
Indirect	10% will be the maximum allowed	\$6,448
TOTAL		\$70,928

1. *Contractor may transfer funds between line items with prior County approval.
2. **Budget adjustments that total ten percent (10%) or more - need approval at least 15 days prior to expending adjusted budget items.
3. Contractor may be required to submit a spend-down plan to the County if the following budget spending guidelines are not met: 50% by January 1, 2023, 75% by April 1, 2023, and 90% by June 1, 2023. If a spend-down plan is submitted and not carried through, it will be considered in future funding decisions.
4. Contractor may be reimbursed for indirect costs at their current federally negotiated rate. The County will reimburse indirect at the de minimis rate of 10% on Modified Total Direct Costs as described in 2 CFR 200.1, Office of Management and Budget Guidance for Grants and Agreements.

II. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 20th day of the month following the month of service. Invoices submitted for payment must include sufficient documentation to prove the validity of all costs claimed. A general ledger report of costs claimed toward this project will be sufficient for invoicing this agreement. Whatcom County reserves the right to request further back-up documentation for any costs claimed for reimbursement. The Contractor must follow YCCTPP funding guidelines for each funding source. Equipment purchases are typically not an allowable expense. Food and incentive purchases must follow DOH YCCTPP guidelines.
2. The Contractor shall submit invoices to *(include contract/PO #)* HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.