

Approved: 12/13/2023

Effective: 12/24/2023

SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE NO. 23-130

APPROVING AMENDMENT TO WHATCOM COUNTY CONTRACT FOR YOUTH
CANNABIS & COMMERCIAL TOBACCO PREVENTION PROGRAM

WHEREAS, the Snohomish Health District was integrated into Snohomish County effective December 31, 2022, and now operates as the Snohomish County Health Department; and

WHEREAS, prior to its integration into Snohomish County, the Snohomish Health District entered into an interlocal agreement with Whatcom County to coordinate implementation of strategies aimed at reducing initiation and use of cannabis and commercial tobacco by youth (ages 12-20) in the North Sound Region; and

WHEREAS, the agreement with Whatcom County was assigned from Snohomish Health District to Snohomish County effective December 31, 2022; and

WHEREAS, the purpose of this agreement is for the Whatcom County Health Department to support the Snohomish County Health Department's participation in planning and implementing youth cannabis and commercial tobacco prevention strategies and activities; and

WHEREAS, the Whatcom County Health Department and the Snohomish County Health Department wish to continue this partnership; and

WHEREAS, the County Council held a public hearing on December 13, 2023, to consider approving an amendment to the agreement with Whatcom County to support the Snohomish County Health Department's participation in planning and implementing youth cannabis and commercial tobacco prevention strategies and activities and to authorize the Snohomish County Executive to enter into such amendment in substantially the form attached as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council hereby adopts the foregoing recitals as findings of fact and conclusions as if set forth in full herein.

Section 2. The County Council hereby authorizes the County Executive, or designee, to execute the amendment to the agreement between Snohomish County and Whatcom County to coordinate implementation of strategies aimed at reducing initiation and use of cannabis and commercial tobacco by youth (ages 12-20) in the North Sound Region in substantially the form attached hereto as Exhibit A.

1 PASSED this 13th day of December, 2023.

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3 SNOHOMISH COUNTY COUNCIL
4 Snohomish County, Washington

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7 Jared Mead
8 Council Chair

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10 ATTEST:

11 M. G. ...
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13 Deputy Clerk of the Council

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15 (X) APPROVED
16 () EMERGENCY
17 () VETOED

18
19 DATE: December 14, 2023

20 D. S. ...
21
22
23 County Executive

24
25 ATTEST:

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27
28 Melissa Geraghty
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30
31 Approved as to form only:

32 R. ... 10-04-2023
33
34 Deputy Prosecuting Attorney
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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 #4
DATE: December 19, 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. This amendment extends the agreement for an additional year and updates the Contractor's responsibilities and budget for the extended contract period. Delays in receiving the workplan and funding for this extended agreement period from DOH prevented earlier execution of this amendment.

■ Funding Amount and Source

Funding for this contract, in an amount not to exceed \$45,000 during this agreement period (07/01/2023 – 06/30/2024) and \$142,928 during the entire agreement period (07/01/2021 – 06/30/2024), is provided by the DOH YCCTPP. These funds are included in the 2023 budget. Council authorization is not required as this amendment is authorized per Section 4. Extension, of the original agreement.

■ Differences from Previous Contract

Section	Differences
Original Agreement – Section 2. Responsibilities	Updates the Contractor's responsibilities to reflect the 2023 – 2024 agreement period
Exhibit A – Compensation	Updates the budget and source of funding to reflect the 2023 – 2024 agreement period
Exhibit B – Special Terms & Conditions	Ends compliance with federal funding requirements, effective 06/30/2023.

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 - 4

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855060 Substance Abuse
Contract or Grant Administrator:	Alicia Guildner
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 type="checkbox"/> No <input checked="" type="checkbox"/>	If No, include WCC:	3.08.100
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#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	202201016
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
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"/>
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If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	

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: 1. Exercising an option contained in a contract previously approved by the council. 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. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 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.
\$ 97,928	
This Amendment Amount:	
\$ 45,000	
Total Amended Amount:	
\$ 142,928	

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 extends the agreement for an additional year and updates the Contractor's responsibilities and budget for the extended contract period.

Term of Contract:	1 Year	Expiration Date:	06/30/2024
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Contract Routing:	1. Prepared by:	JT	Date:	09/07/2023
	2. Health Budget Approval	KR/JS	Date:	09/19/2023
	3. Attorney signoff:	RB	Date:	09/21/2023
	4. AS Finance reviewed:	A Martin	Date:	09/26/2023
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	12/27/2023
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	12/27/2023
	10. Original to Council:		Date:	

Whatcom County Contract Number:

202107009 – 4

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
Amendment #4: 07/01/2023 – 06/30/2024**

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. Extend the duration and other terms of this agreement for one year, as per the original agreement “Section 4. Extension”.
2. Replace Section 2. Responsibilities “Snohomish Will”, to reflect the Contractor’s 2023 – 2024 responsibilities, as follows:

Snohomish will:

- A. Designate lead staff to actively engage in North Sound Region Youth Cannabis and Tobacco Prevention Program & Network:
 1. Attend quarterly regional network meetings
 2. Attend quarterly regional subcontractor meetings
 3. Participate in quarterly check-in calls with Whatcom
 4. Participate in regional YCCTPP strategic planning efforts including: regional need assessments, regional workplans, strategic plan updates, and others as required by DOH.
 5. Participate in YCCTPP WA Practice Collaborative (PC):
 - a. Attend bi-monthly PC meetings as available
 - b. Join and participate in one or more statewide YCCTPP workgroups/coalitions
 - i. PC Workgroup – Youth Engagement
 - ii. PC Workgroup – Retailer
 - iii. PC Workgroup – Equity
 - iv. Rural Network
 - v. Prevention Voices
 - vi. Washington Breathes

- B. Conduct outreach with coalition, school and community partners on:
 - 1. Local, regional and state opportunities for youth prevention trainings and engagement in prevention (Regional Peer to Peer, Youth Summits, etc.)
 - 2. Regional opportunities for School Substances Use Discipline Practices support (Cascadia Youth Mental Health School Discipline resources and technical assistance (TA), Northwest ESD 189 and OSPI trainings and resources, etc.).
 - 3. Regional trainings, TA and resources to support building spaces of safety and belonging for LGBTQ+ youth (Common Goodness Project)
 - 4. Equity focused training and resources (WA DOH Priority Population contractors and local, state and national resources)
 - 5. Prevention related professional development training opportunities (regional, state and national)
 - 6. Educational resources on cannabis, vaping and tobacco prevention and cessation
 - 7. Healthy Youth Survey (HYS) data regarding Youth Cannabis and Tobacco Prevention
- C. Conduct community engagement work related to regional youth cannabis and tobacco prevention workplan including:
 - 1. Recruiting partners in your communities to participate in regional network and youth cannabis and tobacco prevention strategies
 - 2. Attending coalition meetings to promote regional strategies and be a resource on youth cannabis and tobacco prevention
 - 3. Support youth prevention groups (including Peer to Peer) in their school and community prevention efforts
 - 4. Serving as a local expert on youth cannabis and tobacco prevention (conducting presentations, sharing resources, and/or providing technical assistance to coalitions, schools, community groups, etc. on current "hot topics" in youth cannabis and tobacco prevention)
 - 5. Gathering community input on cannabis and tobacco prevention from local youth and/or parents (listening sessions, surveys, informational interviews, etc.)
 - 6. Providing educational resources and tools regarding LCB rulemaking and legislative processes to local partners
 - 7. Engaging with LCB, legislators and/or other local and state decision makers on key topics in cannabis and tobacco prevention
 - 8. Collaborating with local and regional partners on efforts around safe storage and youth mental health in relation to cannabis/tobacco prevention
- D. Participate in regional assessment of cannabis and tobacco promotion and policies:
 - 1. Participate in regional assessment of cannabis and tobacco advertising practices
 - 2. Conduct assessment of tobacco and cannabis related parks policies within Snohomish County
- E. Coordinate YCCTPP communication and advertising tasks in your County:
 - 1. Create and implement a media plan to promote You Can/Choose You, Under the Influence of You, WA Quitline and any additional Youth Cannabis and Tobacco Prevention campaigns and resources provided by WA DOH
 - 2. Participate in regional and/or local efforts to utilize HYS data and/or community surveys to create positive community norms messaging around youth cannabis and tobacco prevention

- F. Attend or support adult and/or youth prevention partners in Snohomish County in attending approved local, state or national trainings related to youth cannabis and tobacco prevention.
- G. Other efforts as approved that align with the North Sound Region Youth Cannabis and Tobacco Prevention Regional Plan.
- H. Submit a detailed workplan for 2023 – 2024 efforts to Whatcom by October 31, 2023.
- I. Maintain accurate records of staff time dedicated to YCCTPP activities.
- J. Provide verification that background checks have been completed for all staff and volunteers who will work with youth (ages 0 – 17).
- K. Provide monthly reports of program activities and staff effort to Lead Regional Coordinator for inclusion in DOH reporting. Contractor will use reporting form provided by Whatcom. Due dates will be no later than the 15th day of the month, following the month the activities occurred.
- L. Perform all work necessary within the limits of the available resources from this agreement to implement the strategies, action step sand deliverables agreed to with regional partners and approved by DOH.
- M. Request approval for budget adjustments that total 10% or more – approval required at least 15 days prior to expanding adjusted budget items.
- N. Use no more than 10% of YCCTPP allocation for indirect/overhead costs.
- O. Comply with all Federal and State requirements that govern this agreement and will cooperate with Whatcom on at least one annual site visit at a mutually agreeable time to discuss Snohomish County's program process and contract oversight.

3. Revise Section 5. Administration to update Whatcom's representative, as follows:

Alicia Guildner, Program Specialist
Whatcom County Health and Community Services
509 Girard Street
Bellingham, WA 98225
360-778-6177
AGuildne@co.whatcom.wa.us

- 4. Update Exhibit A – Compensation, to update the budget and source of funding for the 2023 – 2024 contract period.
- 5. Ends compliance with federal funding requirements (Exhibit B – Special Terms and Conditions of CDC Tobacco Prevention Grant), effective 06/30/2023.
- 6. Funding for this contract period (07/01/2023 – 06/30/2024) is not to exceed \$45,000.
- 7. Funding for the total contract period (07/01/2021 – 06/30/2024) is not to exceed \$142,928.
- 8. All other terms and conditions remain unchanged.
- 9. The effective start date of the amendment is 07/01/2023.

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: Approved by email AB/JT 09/08/2023

Ann Beck, Community Services Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by:
Erika Lautenbach 12/20/2023
955C651A30374BD...

Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: DocuSigned by:
Royce Buckingham 12/20/2023
1EE5DDBD9542404

Royce Buckingham, Senior Civil Deputy Prosecutor Date

SNOHOMISH COUNTY:

COUNCIL USE ONLY	
Approved	12/13/2023
ECAF #	2023-1222
MOT/ORD	Ordinance 23-130

Harper, Lacey Digitally signed by Harper, Lacey
Date: 2023.12.14 11:15:35 -08'00'

Executive Director

Contractor Signature | Contractor Printed Name/Title | Date

FOR WHATCOM COUNTY:

DocuSigned by:
Satpal Singh Sidhu 12/27/2023
1192C7C18B664E3...

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

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

EXHIBIT "A" – Amendment #4
(COMPENSATION)

- I. Budget & Source of Funding:** The source of funding for this agreement, in an amount not to exceed \$45,000 during this agreement period (07/01/2023 – 06/30/2024), is the Washington State Department of Health Youth Cannabis & Commercial Tobacco Prevention Program. The budget for this agreement period is as follows:

Contract Budget 07/01/2023 – 06/30/2024		
*Item	Documentation required with invoice	**Budget
Personnel	Expanded GL Report	\$26,400
Advertising	Copies of receipts or paid invoices	\$6,000
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.	\$4,200
Supplies & Materials	Copies of receipts or paid invoices	\$4,309
Subtotal		\$40,909
Indirect	10% will be the maximum allowed	\$4,091
TOTAL		\$45,000

- *Contractor may transfer funds between line items with prior approval from the County's Representative.
- **Budget adjustments that total ten percent (10%) or more - need approval from the County's Representative at least 15 days prior to expending adjusted budget items.
- 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, 2024, 75% by April 1, 2024, and 90% by June 1, 2024. If a spend-down plan is submitted and not carried through, it will be considered in future funding decisions.
- 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

- 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.