

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

MOTION NO. 24-329

APPROVAL OF 1<sup>st</sup> AMENDMENT  
TO AGREEMENT FOR LEAD SERVICES WITH  
PURPOSE. DIGNITY. ACTION. f/k/a PUBLIC DEFENDER ASSOCIATION

WHEREAS, the Washington State Health Care Authority (HCA) awarded the Snohomish County Prosecuting Attorney's Office (PAO) a deliverables-based grant of \$1,685,878 in June 2020, to implement a Law Enforcement Assisted Diversion (LEAD) Pilot Site Development program in Snohomish County to run through September 30, 2021; and

WHEREAS, the HCA awarded the PAO additional grant funds of \$1,612,000 in 2021, to continue the LEAD program in Snohomish County for the period between October 1, 2021, through June 30, 2023; and

WHEREAS, the HCA has awarded the PAO additional grant funds of \$1,612,000 in 2023, to continue the LEAD program in Snohomish County for the period between July 1, 2023, through June 30, 2025; and

WHEREAS, the North Sound Behavioral Health – Administrative Services Organization (North Sound BH-ASO) awarded the PAO a grant of \$512,455 in 2022, to implement a Recovery Navigator Program (RNP), and to allow for the expansion of the LEAD program, for the period between January 1, 2022, and December 31, 2022, subsequently extended by agreement and operation of contract through June of 2023; and

WHEREAS, North Sound BH-ASO awarded the PAO a grant of \$645,000 in 2023, to continue the RNP for the period July 1, 2023, through June 30, 2024; and

WHEREAS, North Sound BH-ASO awarded the PAO a grant of \$645,000 for 2024-2025, to continue the RNP for the period July 1, 2024, through June 30, 2025; and

WHEREAS, the North Sound BH-ASO has authorized an additional \$223,500 in Reserve Funds for the PAO to support RNP for the period July 1, 2024, through June 30, 2025; and

WHEREAS, the Bureau of Justice Assistance with the U.S. Department of Justice awarded the PAO a Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) grant of \$1,200,000 in 2021, to expand the County's LEAD program between January 1, 2022, through December 31, 2024; and

WHEREAS, the grant funds from the HCA, the North Sound BH-ASO, and the Bureau of Justice Assistance for these programs pass through the PAO's budget to Purpose. Dignity. Action. (PDA) and have no fiscal impact on the PAO's annual operating budget, and similarly will have no fiscal impact on its operating budget in 2024 or in 2025; and

WHEREAS, Snohomish County, on behalf of the PAO, entered into an Agreement for Professional Services on September 8, 2020, with PDA to provide for a LEAD Program Director to manage and administer the day-to-day operations of the LEAD program, and thereafter amended the Agreement to add a full time RNP Coordinator to meet the needs of the subsequent legislatively mandated RNP; and

WHEREAS, owing to the growth, success, and administrative complexity of these two, parallel, overlapping programs, the County and PDA entered into a new Agreement for Professional Services (Agreement), executed on December 15, 2023, and

WHEREAS, to continue operation and expansion of the RNP without interruption, the PAO and PDA wish to amend the Agreement regarding its term, financial support to clients, and maximum reimbursable limit;

NOW, THEREFORE, ON MOTION, the Snohomish County Council authorizes the County Executive to sign the attached Amendment No. 1 to the Agreement for Professional Services with PDA that extends the term through June 30, 2025, provides a lump sum payment to PDA of \$50,000 for flex funds for clients, and increases the total contract maximum to an amount not to exceed \$940,000, from September 1, 2023, through June 30, 2025.

DATED this 27<sup>th</sup> day of August 2024.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

  
Council Chair

ATTEST:

  
Clerk of the Council

CONSULTANT: Purpose. Dignity. Action.  
CONTACT PERSON: Lisa Daugaard, Executive Director  
ADDRESS: 110 Prefontaine Place South, Suite 502  
Seattle, WA 98104  
FEDERAL TAX ID NUMBER/U.B.I. NUMBER:  
TELEPHONE/FAX NUMBER: (206) 392-0050 ext. 729  
COUNTY DEPT: Snohomish County Prosecutor  
DEPT. CONTACT PERSON: Michael Held, Chief of Staff  
TELEPHONE/FAX NUMBER: 425-388-6357/425-388-6333  
PROJECT: Snohomish County LEAD and RNP Programs  
AMOUNT: Not to exceed \$940,000.00  
FUND SOURCE: HCA LEAD Contract #K7137)  
North Sound BH-ASO RNP Contract  
BJA COSSUP Grant  
CONTRACT DURATION: September 1, 2023, through June 30, 2025  
unless extended or renewed pursuant to  
Section 2 of the Agreement, hereof

## **AMENDMENT 1 TO AGREEMENT FOR PROFESSIONAL SERVICES**

This Amendment 1 to the Agreement for Professional Services (the "Agreement"), executed on December 15, 2023, by and between Snohomish County, a political subdivision of the State of Washington ("County") and Purpose. Dignity. Action., a Washington nonprofit corporation (the "Contractor") is made and entered into on this 27th day of August 2024.

In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree that the Agreement shall be amended as follows:

**Section 1.** Section 2 of the Agreement, *Term of Agreement; Time of Performance*, is hereby deleted and amended as follows:

This Agreement shall govern services from September 1, 2023, (the "Effective Date") and shall terminate on June 30, 2025; PROVIDED HOWEVER, That the term of this agreement may be extended or renewed for up to three (3) additional one (1) year terms, at the sole discretion of the County, by written notice of the County to the Contractor. PROVIDED FURTHER, that the County's obligations after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

**Section 2.** Section 3 F. of the Agreement, *Contract Maximum*, is hereby deleted and amended as follows:

Total charges under the Agreement, including salaries, benefits, overhead expenses, administrative costs, and Flex Funds shall not exceed \$940,00.00 from September 1, 2023, through June 30, 2025 (excluding extensions or renewals, if any).

**Section 3.** Section 3 G. of the Agreement, *Limited Financial Support*, is hereby deleted and amended as follows:

Limited Financial Support (Flex Funds) will be provided to Contractor in the lump sum amount of fifty thousand dollars (\$50,000.00) to financially support clients who are actively engaged LEAD and RNP programs and need short term funding for items such as housing, shelter, identification, food, clothing, and other basic needs. On a monthly basis, Contractor will provide an accounting and submit receipts itemizing the goods and services purchased, and dates on which the goods/service was provided to the LEAD and RNP Program participants for flex funds expended during the prior month. Flex funds expenditures may not exceed the total lump sum advanced. All unused flex funds shall be returned to the County within 30 days of this Agreement's termination.

Except as expressly amended above in the Amendment 1, the terms and conditions of the Agreement remain unchanged and in full force and effect.

“County”  
Snohomish County

“Contractor”  
Purpose. Dignity. Action

By **Klein, Ken** Digitally signed by Klein, Ken  
Date: 2024.08.27 15:33:16  
-07'00'  
Name: Ken Klein  
Title: Executive Director

  
By:  
Name: Lisa Daugaard  
Title: Co-Executive Director