

AMENDMENT NO. 2 TO RECIPROCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND SOUND FOUNDATION FOR PUBLIC HEALTH

THIS AMENDMENT NO. 2 TO RECIPROCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND SOUND FOUNDATION FOR PUBLIC HEALTH (the “Second Amendment”) is made and entered into this 29th day of May, 2024, by and between Snohomish County, a political subdivision of the State of Washington (the “County”), Sound Foundation for Public Health (the “Foundation”) (collectively the “Parties”).

RECITALS

A. The Snohomish Health District, a municipal corporation, and the Foundation executed an agreement entitled “Reciprocal Agreement between Snohomish Health District and Sound Foundation for Public Health” (the “Original Agreement”) on April 15, 2021;

B. The Original Agreement was subsequently amended (the “First Amendment”) on December 14, 2022, in order to assign all rights, interests and obligations of the Snohomish Health District to Snohomish County;

C. In 2023, the County filled the Sound Foundation Manager position within its Health Department, and the Sound Foundation Manager is tasked with managing the Original Agreement, as amended, on behalf of the County; and

D. The Parties desire to further amend the Original Agreement to reflect the role of the Sound Foundation Manager employed by the County.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

Section 1. Section I of the Original Agreement, as amended, is hereby amended to read in its entirety as follows:

I) THE COUNTY AGREES TO:

- a) Subject to budgetary restrictions and appropriations, provide staff support and services including, but not limited to, the provisions of Exhibit A Scope of Services to the Foundation consistent with the annual County approved budgets and with an expectation that the Foundation will use such resources to derive a positive benefit to the County and its Health Department. Such staff assistance, infrastructure and resources, and services may include but shall not be limited to those items set forth in Exhibit A Scope of Services,

attached hereto and incorporated by this reference, all in consideration for Foundation services as described herein.

- b) Share its plans, priorities, goals, objectives and funding needs at least annually with the Foundation.
- c) Maintain proper accounting records reflecting the costs of service rendered by the County on behalf of the Foundation.
- d) Accept such donations and instruments deemed gifts tendered by the Foundation for which the County is designated as the recipient by the donor, in compliance with applicable laws, County and Foundation policies, and any gift agreements.
- e) The County has budgeted for professional services for use by the Foundation. Funds are managed by the County-employed Sound Foundation Manager's supervisor.

Section 2. Section II of the Original Agreement, as amended, is hereby amended to read in its entirety as follows:

II) THE FOUNDATION AGREES TO PROVIDE BENEFITS TO THE COUNTY INCLUDING BUT NOT LIMITED TO THOSE AS SET FORTH BELOW:

- a) Seek and prioritize funding opportunities focused on meeting the needs of the County's Health Department.
- b) Establish policies and procedures for the necessary management of all affairs of the Foundation in consonance with the laws and regulations applicable to organizations described under Chapter 24.03 RCW and section 501(c)(3) of the Internal Revenue Code as now enacted or hereafter amended or supplemented.
- c) Provide written notice to the County regarding any proposed changes to the Foundation's Articles, Bylaws, mission or policies when the proposed changes have the potential to affect the Foundations interaction with or relationship to the County. Any such notice shall be presented to the County not less than thirty (30) days prior to such changes being considered by the Board of Directors of the Foundation.
- d) Encourage continuous and special philanthropic support, benefactions and other such funding activities for the benefit of the County and its Health Department.
- e) Accept, hold, administer, invest and disperse funds or other assets in accordance with its purposes as established by the Foundation's Articles of Incorporation, Bylaws, policies and donor intent.
- f) Tender to the County in a timely manner, all donations and instruments deemed gifts received by the Foundation for which the County is designated as the recipient by the donor.
- g) Disclose to the County any terms, conditions, or limitations imposed on a gift by a donor. The County will comply with any such terms, provided they are not contrary to law and will provide the Foundation with the appropriate documentation showing compliance or advise the Foundation that it is unable to comply with the donor's conditions.
- h) Ensure compliance with Washington Administrative Code (WAC) 434.120.107 in regard to audited financial report requirements for charitable organizations.
- i) Provide to the County an end-of-year or as requested by the County balance sheet and summary of the Foundation's revenue and expenses.
- j) Provide an annual end-of-year letter of accomplishments to the County.

- k) Serve as a designated supporter of the County as mutually agreed upon and authorized by the County and Foundation Board.
- l) Provide such other services and undertake such other activities for the benefit of the County and its Health Department as the Foundation and the County mutually identify from time to time.

Section 3. Section 3 of the Original Agreement, as amended, is hereby amended to read in its entirety as follows:

III) ROLE OF FOUNDATION MANAGER

- a) The Sound Foundation Manager position will be a project employee of the County and shall be accountable to the Director of the County Health Department or designee.
- b) The County shall provide for all compensation and benefits for the Sound Foundation Manager position and shall provide office space and ordinary technology and supplies for the conduct of services while the Sound Foundation Manager is an employee of the County.
- c) The Sound Foundation Manager shall be subject to Department and County policies and procedures including but not limited to County employment policies and procedures.
- d) Sound Foundation Manager position services after December 31, 2024, shall be subject to approval from the County's Health Department Director and subject to funding in the County's biennial approved budget.

Section 4. Section IV of the Original Agreement, as amended, is hereby amended to read in its entirety as follows:

IV) TERM OF AGREEMENT

- a) The initial term of the Agreement shall be two (2) years, but such term shall be automatically extended on each anniversary date hereof for an additional two (2) year period unless either party shall have given written notice to the other at least one hundred twenty 120 days prior to the next anniversary date hereof, of its desire not to extend this Agreement.
- b) As requested by either the Foundation or the County, the Foundation and the County will work collaboratively to review the current reciprocal agreement and determine what, if any, amendments need to be made.

Section 7. A new Section XIV is added to the Original Agreement, as amended, to read in its entirety as follows:

XIV FOUNDATION IS NOT A COMPONENT UNIT

The parties acknowledge and agree that under the Government Accounting Standards Board (GASB) Statements Nos. 14, 61 and 84, and any other relevant GASB Statements and Generally Accepted Accounting Principles, the Foundation is not a component unit of County government and will not be reported as such. The Foundation is solely liable for, and shall hold the County harmless from, all financial reporting associated with the Foundation's operations and nonprofit status.

Section 6. "Exhibit A Scope of Services" to the Original Agreement, as amended, is hereby deleted and replaced, in its entirety, by "Exhibit A-1 Scope of Services" attached hereto and fully incorporated herein by this reference.

Section 7. All other terms and conditions of the Original Agreement, as amended, shall remain in full force and effect except as expressly modified by this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first written above.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

FOUNDATION:

Sound Foundation for Public Health, a Washington nonprofit corporation

By Harper, Lacey Digitally signed by Harper, Lacey
Date: 2024.05.29 09:47:23 -07'00'
Name: _____
Title: Executive Director

By *Christine D. Cobb*
Name: Christine D. Cobb
Title: Secretary

Approved as to Form:

Guadamud, Rebecca Digitally signed by Guadamud, Rebecca
Date: 2024.04.10 16:10:56 -07'00'

Deputy Prosecuting Attorney

Approved as to Form:

Legal Counsel

Snohomish County Council
Approved: 5/22/2024
ECAF 2024-0599 / Motion 24-177

Exhibit A
Scope of Services

A. Responsibilities of the Foundation:

- The Foundation will complete on an annual basis all reports and documents necessary to maintain its 501c3 status
- Establish a financial and/or accounting system separate from the County
- Create and maintain a website and associated email accounts for Sound Foundation board directors
- Create and utilize policies and procedures for the operation of the Foundation
- Develop a fundraising plan
- Develop policies and procedures for obtaining and distributing funding to the County

B. Responsibilities of the County:

- Provide administrative support to assist with meeting scheduling, collecting and forwarding mail, taking minutes, and managing documents. Time spent will not exceed more than 20 hours per month.
- Management and technical oversight with the County's Health Department Director or designee, who will participate in Foundation Board meetings as ex-officio members. A County-employed manager will serve as a liaison between the County and the Foundation to confirm priorities and/or limitations, special projects and needs that can be supported by the Foundation. This work will not exceed 20 hours per month.
- Provide marketing and media support to assist in developing branding and collateral needs as well as establishing social medial channels. Health Department staff will coordinate with any vendors or contractors hired by the Foundation to develop a website and/or branding materials. This work will not exceed 20 hours per month.
- Office and meeting space at 3020 Rucker Avenue in Everett will be made available for the Foundation's use so long as it does not conflict with the regular business needs of the County's Health Department.