



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Snohomish Health District – Youth Marijuana Prevention and Education Program Interlocal Agreement
DATE: August 25, 2021

Enclosed is an interlocal agreement between Whatcom County and Snohomish Health District for your review and signature.

▪ **Background and Purpose**

Whatcom County Health Department is the lead agency for the North Sound Regional Youth Marijuana Prevention and Education Program (YMPEP) serving Whatcom, Island, San Juan, Skagit, and Snohomish Counties. Whatcom County receives funding from Washington State Department of Health (DOH) to coordinate implementation of strategies aimed at reducing initiation and use of marijuana by youth (ages 12-20) in the North Sound Region. The purpose of this agreement is to support Snohomish Health District's participation in planning and implementing youth marijuana prevention strategies and activities.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$27,000, is provided by the Washington State Department of Health YMPEP. These funds are included in the 2021 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

▪ **Differences from Previous Agreements**

This is a new Interlocal Agreement, however, funding for this work has been allocated to Snohomish Health District through previous contracts since 2017. This Agreement includes no significant changes from the 2017-2021 Agreement (WC Contract #201711028).

Please contact Anne Deacon, Human Services Manager at 360-778-6054 (ADeacon@co.whatcom.wa.us) or Kathleen Roy, Assistant Director at 360-778-6007, if you have any questions or concerns, regarding this request.



WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. 202107009	
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 Health District	
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input type="checkbox"/> No <input type="checkbox"/>
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? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):		CFDA#:
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):		201801023
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		Contract Cost Center: 677350
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.		
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): \$ 27,000		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.	
This Amendment Amount: \$			
Total Amended Amount: \$			
Summary of Scope: The purpose of this agreement is to fund implementation of youth marijuana prevention activities in Snohomish County.			
Term of Contract:	1 Year	Expiration Date:	06/30/2022
Contract Routing:	1. Prepared by:	JT	Date: 03/17/2021
	2. Health Budget Approval:	KR/JG	Date: 06/29/2021
	3. Attorney signoff:	RB	Date: 07/01/2021
	4. AS Finance reviewed:	M Caldwell	Date: 6/30/21
	5. IT reviewed (if IT related):		Date:
	6. Contractor approved:		Date:
	7. Submitted to Exec.:	JT	Date: 07/14/2021
	8. Council approved (if necessary):	AB2021-399	Date: 07/13/2021
	9. Executive signed:		Date: 8/26/2021
	10. Original to Council:		Date:

Whatcom County Contract Number 202107009

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
WHATCOM COUNTY
AND
SNOHOMISH HEALTH DISTRICT

THIS AGREEMENT is made and entered into by and between Whatcom County (“Whatcom”) and Snohomish Health District, a public entity organized pursuant to the provisions of chapters 70.05 and 70.45 RCW (“Snohomish”); both local health jurisdictions in the State of Washington pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: The purpose of this agreement is to implement youth marijuana prevention activities outlined in the Snohomish Health District Workplan.
2. RESPONSIBILITIES:

Whatcom will:

- A. Lead and facilitate the North Sound Region Youth Marijuana Prevention Network and implementation of our 5-Year Youth Marijuana Prevention and Education Program (YMPEP) Strategic Plan.
- B. Provide technical assistance and support to Snohomish in carrying out their YMPEP work.
- C. Include Snohomish staff in regional YMPEP communication, trainings, and meetings.
- D. Share State and regional YMPEP resources with designated Snohomish staff.
- E. Provide Snohomish with templates for submitting work plan, budget, and reporting.

Snohomish will:

- A. Actively engage in Regional Marijuana Prevention Program & Network:
 1. Attend bi-monthly Regional Network meetings;
 2. Participate in bi-monthly YMPEP subcontractor meetings;
 3. Participate in regional YMPEP planning efforts;
 4. Participate in regional workgroup to assess new Healthy Youth Survey youth marijuana prevention related data, and create positive community norms messaging;
 5. Attend each CPWI/DFC coalition in Snohomish County at least once during the year to share about YMPEP strategies and promote the Regional Network;
 6. Promote joining the Regional Network to partners in Snohomish County through: coalitions, meetings, and program emails/newsletters;
 7. Participate in statewide Practice Collaborative and statewide YMPEP workgroups, as relevant.
- B. Serve as a leader and advocate for marijuana prevention in Snohomish County:

1. Promote YMPEP training opportunities to partners in Snohomish County;
 2. Promote YMPEP Youth Empowerment opportunities to youth prevention clubs and school partners in Snohomish County in collaboration with United General;
 3. Share education resources on marijuana and vaping to schools and community partners in Snohomish County in collaboration with Northwest Educational Service District 189;
 4. Support promotion and outreach for Cascadia Youth Mental Health's School Substance Use Discipline Policy YMPEP Project with School Partners in Snohomish County;
 5. Monitor state and local policies and legislation in relation to marijuana prevention;
 6. Advocate for state and/or local legislation, LCB Rulemaking and/or policies that support youth marijuana prevention. This can occur locally and/or in partnership with WA Prevention Voices.
- C. Locally implement statewide youth marijuana prevention campaigns:
1. Create and submit to Whatcom, an annual local media implementation plan to include implementation of the below:
 - i. You Can Youth Prevention Campaign
 - ii. Under the Influence of...You Parent Campaign
 - iii. WA Teen Link Resources
 - iv. Additional marijuana prevention campaigns developed by WA DOH, as relevant
 2. Implement approved local media campaign in Snohomish County.
- D. Attend or support adult and/or youth prevention partners in Snohomish County to attend relevant local, state, and national trainings related to marijuana prevention:
1. Create and submit an annual training plan to Whatcom for approval;
 2. Attend approved meetings.
- E. Other efforts, as approved, that align with the North Sound Region Youth Marijuana Prevention Strategic Plan.
- F. Maintain accurate records of staff time dedicated to YMPEP activities.
- G. 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 10th day of the month, following the month activities occurred.
- H. Perform all work necessary within the limits of the available resources from this agreement to implement the strategies, action steps and deliverables agreed to with regional partners and approved by DOH.
- I. Request approval for budget adjustments that total 10% or more – approval required at least 15 days prior to expanding adjusted budget items.
- J. Use no more than 20% of YMPEP allocation for indirect/overhead costs.

- K. Comply with all applicable 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 Health District program process and contract oversight.
3. TERM OF AGREEMENT: The start date of this grant funded project is July 1, 2021 therefore the start date of this agreement has been established as of that date, and shall be in effect through June 30, 2022.
4. EXTENSION: The duration of this Agreement may be extended by mutual written consent of the parties.
5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this agreement and for coordinating and monitoring performance under this agreement. In the event such representatives are changed, the party making the change shall notify the other party:

Whatcom's representative shall be:

Alyssa Pavitt – apavitt@co.whatcom.wa.us
Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham WA 98225
(360) 778-6061

Snohomish's representative shall be:

Katie Curtis – kcurtis@snohd.org
Prevention Services Director
Snohomish Health District
3020 Rucker Avenue, Suite #203
Everett, WA 98201
(425) 339-711

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this agreement.
7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to Whatcom or Snohomish by reason of entering into this agreement as expressly provided herein.
8. TERMINATION: Any party hereto may terminate this agreement upon (30) days notice in writing either personally delivered or mailed to the party's last known address for the purposes of giving notice under this paragraph. If this agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
9. CHANGES, MODIFICATIONS, AMENDMENTS, OR WAIVERS: The agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event of any term or condition of this agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this agreement are declared severable.
11. ENTIRE AGREEMENT: This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.
12. OTHER PROVISIONS: Snohomish and Whatcom will comply with all applicable Federal and State requirements that govern this agreement.
13. This Agreement has been approved and authorized by the governing bodies of Snohomish and Whatcom and each party represents that the persons executing this Agreement have been authorized to do so on or behalf of the public entity referenced below.
14. This Agreement shall be posted or recorded by Whatcom required by RCW 39.34.040.

IN WITNESS WHEREOF, the parties have executed this Agreement on:

SNOHOMISH HEALTH DISTRICT:

DocuSigned by:
Shawn Frederick 8/26/2021
B6024E3885E34CB

Shawn Frederick, Administrative Officer Date

**WHATCOM COUNTY:
Recommended for Approval:**

DocuSigned by:
Anne Deacon 8/25/2021
67FCDB4A4E70461...

Anne Deacon, Human Services Manager Date

DocuSigned by:
Erika Lautenbach 8/25/2021
956651A30374BD...

Erika Lautenbach, Director Date

Approved as to form:

DocuSigned by:
Royce Buckingham 8/25/2021
1EE5DDBD9542404

Royce Buckingham, Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

DocuSigned by:
Tyler Schroeder 8/26/2021
513FC4B04EE0423...
By: _____
Tyler Schroeder, Deputy Executive Date

CONTRACTOR INFORMATION:

Snohomish Health District
3020 Rucker Avenue, Suite #306
Everett, WA 98201
Sfrederick@snohd.org

EXHIBIT "A"
(COMPENSATION)

- I. **Budget & Source of Funding:** The source of funding for this contract, in an amount not to exceed \$27,000, is the Youth Marijuana Prevention and Education Contract with the Washington State Department of Health. The budget for this work is as follows:

Contract Budget 07/01/2021 – 06/30/2022		
*Item	Documentation required with invoice	**Budget
Personnel	Expanded GL Report	\$20,000
Advertising		\$1,500
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.	\$1,000
Subtotal		\$22,500
Administration	20% - Copy of approved indirect cost plan required for 20%; if not received, 10% will be the maximum allowed.	\$4,500
TOTAL		\$27,000

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, 2022, 75% by April 1, 2022 and 90% by June 1, 2022. If a spend-down plan is submitted and not carried through, it will be considered in future funding decisions.

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. Equipment purchases are not an allowable expense. Food and incentive purchases must follow DOH YMPEP 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.