

Approved: 4/12/2023  
Effective: 4/22/2023

SNOHOMISH COUNTY COUNCIL  
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE NO. 23-018

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, 2023; 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 April 12, 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 12<sup>th</sup> day of April, 2023.

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3 SNOHOMISH COUNTY COUNCIL  
4 Snohomish County, Washington  
5

6 Jared Mead  
7 Chairperson  
8

9 ATTEST:

10  
11 McGowan  
12 Deputy Clerk of the Council  
13  
14

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

18 DATE: April 12, 2023

19 Don S.  
20 County Executive  
21  
22

23 ATTEST:

24  
25 Melissa Geraghty  
26  
27

28 Approved as to form only:

29  
30 Reyelle 03/01/2023  
31 Deputy Prosecuting Attorney  
32  
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# EXHIBIT A

Whatcom County Contract Number:

202107009 – 2

## 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

**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 contract for 6 months, as per the original contract "Section 4. Extension".
2. Replace all references to Snohomish Health District with Snohomish County.
3. Add Section 2 – Snohomish (M.) Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions, as follows:  
Snohomish certifies, by executing this amendment, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.  
Snohomish also agrees that it shall not knowingly enter into any lower tiered covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and Snohomish agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.  
The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at [WWW.SAM.GOV](http://WWW.SAM.GOV). Snohomish shall immediately notify Whatcom if, during the term of this agreement, Snohomish becomes debarred.
4. Replace Exhibit A – Compensation, to reflect a 1-year budget period.
5. Add Exhibit B – Special Terms and Conditions – CDC Tobacco Prevention Grant
6. Add Exhibit C – Subaward Information
7. Funding for this contract period (07/01/2022 – 06/30/2023) is not to exceed \$56,000.
8. Funding for the total contract period (07/01/2021 – 06/30/2023) is not to exceed \$83,000.
9. All other terms and conditions remain unchanged.
10. The effective start date of the amendment is 07/01/2022.

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.

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APPROVAL AS TO PROGRAM: \_\_\_\_\_  
Ann Beck, Community Services Manager Date

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_  
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: \_\_\_\_\_  
Royce Buckingham, Senior Civil Deputy Prosecutor Date

SNOHOMISH COUNTY:

<b>Lacey Harper</b> Digitally signed by Lacey Harper Date: 2023.04.13 09:53:29 -07'00'	<b>Executive Director</b>	
Contractor Signature	Contractor Printed Name/Title	Date

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FOR WHATCOM COUNTY:

_____ Satpal Singh Sidhu, County Executive	_____ Date
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**CONTRACTOR INFORMATION:**

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

<b>COUNCIL USE ONLY</b>
Approved <u>4/12/2023</u>
ECAF # <u>2023-0239</u>
MOT/ORD <u>Ordinance 23-018</u>

**EXHIBIT "A" – Amendment #2**  
**(COMPENSATION)**

The source of funding for this contract, in an amount not to exceed \$56,000, 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:

- \$25,000 – 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:

<b>Contract Budget 07/01/2022 – 06/30/2023</b>		
<b>*Item</b>	<b>Documentation required with invoice</b>	<b>**Budget</b>
Personnel	Expanded GL Report	\$37,900
Advertising		\$7,179
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 ( <a href="http://www.gsa.gov">www.gsa.gov</a> ), 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.	\$3,500
Supplies & Materials	Receipts or paid invoices	\$2,100
<b>Subtotal</b>		<b>\$50,679</b>
Indirect	10% will be the maximum allowed.	\$5,321
<b>TOTAL</b>		<b>\$56,000</b>

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 20<sup>th</sup> 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](mailto: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.

## **“Exhibit B”**

(Special Terms and Conditions for CDC Tobacco Prevention Grant – CFDA #93.387)

The funds allocated for services performed under this contract are Washington State Department of Health funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements.

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. “Authorized Representative” shall mean the Director and/or the designee authorized in writing to act on the Director’s behalf.
- B. “DOH” shall mean the Department of Health.
- C. “Contract” or “Agreement” means the entire written agreement between DOH and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. “Contractor” shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. “Personal Information” shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. “State” shall mean the state of Washington.
- G. “Subcontractor” shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms “subcontractor” and “subcontractors” mean subcontractor(s) in any tier.

### **3. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **4. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **5. AUDIT**

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year.

**6. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**7. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**United States Laws, Regulations and Circulars (Federal)**

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart B – General Provisions, Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards, Subpart D – Post Federal; Award requirements, Subpart E – Cost Principles, and Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

**8. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**9. RECORDS MAINTENANCE**

Financial records, supporting documents, statistical records, and all other records pertinent to the grant program must be kept readily available for review by personnel authorized to examine PHS grant accounts. Financial records, supporting documentation, statistical records, and all other records pertinent to an award shall be retained for a minimum of 3 years, or until completion and resolution of any audit in process or pending resolution. In all cases, records must be retained until resolution of any audit questions. Property records must be retained in accordance with 45 CFR 75 requirements.

**10. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**11. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.



**EXHIBIT C  
SUBAWARD INFORMATION**

	Item Description	Contract Information
1	Subrecipient Name (Exactly as listed): <a href="http://www.SAM.gov">www.SAM.gov</a>	County of Snohomish
2	Subrecipient UEI Number: <a href="http://www.SAM.gov">www.SAM.gov</a>	QJ5ZMKQRDYZ9
3	Federal Award Identification Number (FAIN):	NU58DP006808
4	Federal Award Date (from Federal contract)	6/29/2020-4/28/25
5	Start and End Date of the contract:	7/1/2022-6/30/2023
6	Amount of Federal Funds Obligated by this action:	\$5,180,840
7	Total Amount of Federal Funds Obligated to the subrecipient by Whatcom County for this subaward (current and past obligations):	\$7,500
8	Total Amount of the Federal Award committed to the subrecipient through Whatcom County:	\$7,500
9	Project description from Federal Award:	To address tobacco use and provide support for comprehensive state-based tobacco control programs.
10	Name of the Federal awarding agency:	Centers for Disease Control & Prevention
11	Name of the pass-through entity/entities:	Washington State Department of Health
12	Contact information for awarding official- (Name of County project coordinator)	Alyssa Pavitt
13	Contact information for awarding official- General Contact email or phone number:	<a href="mailto:APavitt@co.whatcom.wa.us">APavitt@co.whatcom.wa.us</a> 360-778-6061
14	CFDA Number	93.387
15	CFDA Name Program Name	National and State Tobacco Control Program
16	Is the award Research and Development?	No
17	Indirect Cost Rate per the Federal Award	Not specified
18	Federal requirements imposed on the subrecipient by Whatcom County:	See Exhibit B
19	Additional requirements imposed by Whatcom County to meet its own responsibilities to the awarding agency:	Yes
20	Indirect Rate: Subrecipient approved rate or de minimis	10% will be the maximum allowed.
21	Access to subrecipient's accounting records and financial statements as needed.	Yes
22	Closeout Requirements	Yes