

**INTERLOCAL AGREEMENT BETWEEN THE SNOHOMISH HEALTH DISTRICT  
AND SNOHOMISH COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT  
FOR INCIDENT MANAGEMENT ASSISTANCE WITHIN SNOHOMISH COUNTY  
FOR MASS VACCINATION EFFORTS**

This INTERLOCAL AGREEMENT BETWEEN THE SNOHOMISH HEALTH DISTRICT AND SNOHOMISH COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT FOR INCIDENT MANAGEMENT ASSISTANCE WITHIN SNOHOMISH COUNTY FOR MASS VACCINATION EFFORTS (the "Agreement") is entered into this 3rd day of November, 2021, between SNOHOMISH HEALTH DISTRICT, a municipal corporation of the State of Washington (the "District"), and SNOHOMISH COUNTY, acting by and through its Department of Emergency Management, ("DEM"), a political subdivision of the State of Washington, collectively referred to as the "Parties."

**1. Purpose.**

The purpose of this Agreement is to set forth the terms and conditions under which DEM will assist the District in implementing its mass vaccination plan, and for which the District will reimburse DEM using FEMA grant funding.

**2. Term of Agreement and Effective Date.**

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall terminate on December 31, 2021.

**3. FEMA Funding – Incident Support.**

The District is the lead agency for purposes of receipt and distribution of FEMA grant funding to subcontractors participating in mass vaccination efforts through Amendment Number 20 of its Agreement with the Washington State Department of Health (the "Grant Agreement"). DEM agrees to support the District's mass vaccination efforts in Snohomish County. In exchange, the District, using its FEMA grant funding, will reimburse DEM for its costs and expenses incurred as follows: Within thirty (30) days of receipt of a properly completed invoice and supporting documentation, the District shall review and either (a) approve the invoice and remit payment to DEM, or (b) reject the invoice. If the District rejects the invoice, it shall provide DEM with a written notification explaining the basis for the rejection, after which DEM may correct the District's identified deficiencies and resubmit the invoice for approval and payment.

**4. Scope of Work**

DEM shall perform the following services under this Agreement:

- Develop and maintain communication with internal and external stakeholders as it relates to the mass vaccination operations and leverage local partnerships to assist with vaccine delivery and sustainability of Snohomish County's COVID-19 Vaccination Plan.
- Coordinate with the District on mass vaccination efforts.
- Maintain an activated Emergency Coordination Center in order to provide logistical, administrative, and planning support for efforts of the Snohomish County Mass Vaccination Task Force.
- Coordinate with the Health Officer and/or designee as a Medical/Technical Advisor, as defined by the 2017 National Incident Management System document, on mass vaccination efforts.
- Create and provide to the District a weekly Situation Report on mass vaccination efforts.

**5. Independent Contractor.**

DEM agrees that it will perform the Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the District. This Agreement neither constitutes nor creates an employer-employee relationship. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

DEM shall furnish, employ and have exclusive control of all persons to be engaged in performing DEM's obligations under this Agreement (the "DEM personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such DEM personnel shall for all purposes be solely the employees or agents of the DEM and shall not be deemed to be employees or agents of the District for any purposes whatsoever. With respect to DEM personnel, DEM shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from DEM personnel when required by law.

Because it is an independent contractor, DEM shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). DEM agrees to indemnify, defend and hold the District harmless from any and all claims, valid or otherwise, made to the District because of these obligations.

DEM assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by DEM and as to all duties, activities and requirements by DEM in performance of the Services under this Agreement.

**6. Compliance with HIPAA.**

In the event that protected information is exchanged in the course of fulfilling the terms and conditions of this Agreement, the parties shall execute a Business Associates Agreement.

**7. Records Maintenance.**

7.1 DEM shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein in accordance with state and federal law, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

7.2 DEM shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

7.3 Records must be sufficient to demonstrate the FEMA grant funds have been used in accordance with section 601(d) of the Social Security Act.

7.4 DEM shall retain such records for a minimum period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under this Agreement, shall be subject at reasonable times at all reasonable times to inspection, review or audit by District, personnel duly authorized by the District, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

7.5 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**8. Audit.**

8.1 DEM shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with all applicable laws, rules, and regulations, and grant provisions. DEM shall prepare appropriate financial statements, including a schedule of expenditures of federal awards.

8.2 In order to ensure and provide documentation that the funds are used only as provided in this Agreement, DEM shall account for all funds under this Agreement in a separate account or fund.

8.3 If DEM expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year applicable to this Agreement, DEM shall procure and pay for a single audit or a program- specific audit for that fiscal year. Upon completion of each audit, DEM shall (a) submit to the District the reporting package specified in OMB Super Circular 2 CFR 200.501,

reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor; and (b) submit to the District follow-up and developed corrective action plans for all audit findings. DEM shall send all single audit documentation to the District within ninety (90) calendar days of receipt.

8.4 All disbursements of funds to DEM under this Agreement shall be subject to audit and recovery of disallowed costs from DEM.

**9. Duplication of Billed Costs.**

DEM shall not bill the District for Services performed under this Agreement, and the District shall not reimburse DEM, if DEM is entitled to payment or has been or will be paid by any other sources, including grants, for that Service.

**10. Debarment.**

10.1 DEM, defined as the primary participant and its principals, certifies by executing this Agreement that to the best of its knowledge and belief that they:

- i. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- ii. Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- iv. Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause of default.

10.2 Where DEM is unable to certify to any of the statements in this Section, DEM shall attach an explanation to this Agreement.

10.3 DEM agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the District.

10.4 DEM further agrees by executing this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jason Biermann, Director

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
November 10, 2021  
Date

**11. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).**

Subcontractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

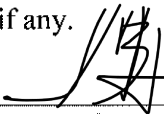
**44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Jason Biermann, Director

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

November 10, 2021

\_\_\_\_\_  
Date

**12. Procurement of Recovered Materials.**

In the performance of this contract, DEM shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

**13. Clean Air Act and Federal Water Pollution Control Act.**

**13.1 Clean Air Act**

- i. DEM agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 16 of 25 [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) To Table of Contents amended, 42 U.S.C. § 7401 et seq.
- ii. DEM agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to

the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- iii. DEM agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **13.2 Federal Water Pollution Control Act**

- i. DEM agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. DEM agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. DEM agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **14. District Non-Discrimination.**

It is the policy of the District to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW.

If DEM is found by a court of competent jurisdiction to have violated anti-discrimination laws, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement, this Agreement may be subject to a declaration of default and termination at the District's discretion.

### **15. Indemnification and Hold Harmless.**

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions and those of its officials, officers, agents, employees, volunteers, assigns, contractors, subcontractors, and/or consultants to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability, loss, and/or expense, including but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the other party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, except to the extent such injury to persons or damage to property is due to the negligence of the other party, its subcontractors, its elected officers, employees, volunteers, and/or their agents. It is further provided that no liability shall attach to either party by reason of entering into this contract except as expressly provided herein.

**16. Insurance.**

The DEM shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the District should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the DEM, or subgrantee, or agents of either, while performing under the terms of this Grant.

By requiring such minimum insurance coverage, the District shall not be deemed or construed to have assessed the risks that may be applicable to the DEM under this Agreement. The DEM shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

The DEM's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the DEM to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the District, its officers, officials, employees and agents as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The DEM shall instruct the insurers to give the District thirty calendar days advance notice of any insurance cancellation or modification. During the term of the Grant, the DEM shall submit renewal certificates not less than ten calendar days prior to expiration of each policy required under this section.

The DEM shall submit a certificate of insurance which outlines the coverage and limits defined in this insurance section. An Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required.

The DEM shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**Commercial General Liability.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Additionally, the DEM is responsible for ensuring that any subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

**Workers' Compensation.** Statutory requirements of the state of residency and Employers' Liability or "Stop Gap" coverage: \$1,000,000.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the DEM for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:



- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the District as beneficiary.
- B. The DEM shall provide, at the District 's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that the District will be provided thirty (30) days advance written notice of cancellation.

**Self-Insured/Liability Pool or Self-Insured Risk Management Program** - With prior approval from the District, the DEM may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from the District, the DEM shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. The District, its officers, officials, employees and agents need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

**17. Compliance with Laws.**

17.1 DEM and the District 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).

17.2 DEM shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

17.3 DEM 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.

17.4 DEM 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.

17.5 DEM shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of services under this Agreement.

**18. Termination.**

In the event funding from local, state, federal, or other sources is withdrawn, reduced, or limited in any way after the Effective Date, either Party may suspend or terminate this Agreement immediately. In lieu of termination, this Agreement may be amended to reflect the new funding limitations and conditions.

**19. Dispute Resolution.**

Except where specifically stated in this Agreement that this dispute resolution procedure does not apply, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution panel shall be in writing, state the disputed issues, state the relative positions of the Parties, and be sent to all Parties. The panel shall consist of a representative appointed by the District, a representative appointed by DEM, and a third party mutually agreed upon by both Parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

**20. Notices.**

All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to DEM:

Jason Biermann  
Director, Department of Emergency Management  
Snohomish County  
720 80<sup>th</sup> Street SW  
Everett, WA 98204

If to the District:

Shawn Frederick  
Administrative Officer  
Snohomish Health District  
3020 Rucker Avenue, Suite 306  
Everett, WA 98201

**21. Complete Agreement.**

This Agreement constitutes the entire understanding of the Parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

**22. Amendments.**

This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the parties hereto.

**23. Order of Precedence.**

In the event that any provisions of the Agreement, the sources of the provisions shall govern their precedence. The order of precedence shall be first federal, then local.

**24. Governing Law; Venue.**

This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

**25. Severability.**

Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

**26. Survival.**

Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

**27. Nonwaiver of Breach.**

The failure of either party hereto to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

**28. Time of the Essence.**

Time is of the essence in the performance of each party's obligations under this Agreement. Each party will carry out its obligations under this Agreement diligently and in good faith.

**29. After-the-Agreement Requirements.**

Each party's obligation to the other shall not end until all close-out requirements are completed.

**30. Administrators.**



