

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN THE SNOHOMISH HEALTH DISTRICT
AND
ISLAND COUNTY PUBLIC HEALTH**

THIS AGREEMENT is made and entered into by and between the Snohomish Health District (referred to as the "District") and Island County Public Health (referred to as the "Contractor") pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act.

1. PURPOSE

The purpose of this agreement is to engage the contractor, Island County Public Health, to provide prevention services for tobacco and vapor devices to Island County residents.

2. SCOPE OF SERVICES

The Contractor shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary, as are designated in the responsibilities of Contractor throughout this Agreement and as described in Exhibit A, attached and incorporated herein.

3. TERM

The term of this Agreement shall be from July 1, 2017 to June 30, 2018.

4. COMPENSATION AND METHOD OF PAYMENT

Payments for services provided shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the District. No payment shall be made for any service rendered by the Contractor except for services identified and set forth in this Agreement, included in Exhibit A. Fees for services shall not exceed the agreed upon amount of \$4,500 for the months of July 1, 2017 – December 31, 2017, and \$3,500 for the months of January 1, 2018 – June 30, 2018. A monthly invoice of hours worked and other expenses incurred will be due no later than the 8th of each month as outlined in Exhibit A.

5. ADMINISTRATION

This Agreement shall be administered by the Snohomish Health District as the lead contractor with the Washington State Department of Health for tobacco prevention funding.

6. INDEMNIFICATION/HOLD HARMLESS

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions of their officials, officers, agents or employees in the performance of this agreement to the fullest extent required by law, and each party further agrees to save indemnify, defend and hold the other party harmless from any such liability. No joint venture or partnership is formed as a result of this agreement.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

7. INSURANCE

- A. Both the District and the Contractor shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each party shall provide the other with a certificate of insurance or letter of self-insurance upon request.
- B. Where the District has provided written approval of a subcontractor, Contractor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

8. TERMINATION

- A. Termination for Convenience. The District may terminate this Agreement, in whole or in part, any time, by at least thirty (30) days written notice to the Contractor. The Contractor shall be paid for work performed and expenses incurred to the date of termination. Within thirty (30) days, the Contractor shall submit a termination claim to the District. If the Contractor has any property in its possession belonging to the District, the Contractor will account for the same, and dispose of it in the manner directed by the District.
- B. Termination for Cause: If the Contractor fails to perform in the manner called for in this Agreement, or if the Contractor fails to comply with any other provisions of this Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the District may terminate this Agreement for cause. Termination shall be effected by serving a written notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

9. DISPUTES

EXHIBIT A
SCOPE OF SERVICES

The contractor shall be responsible for the following tobacco prevention services in Island County that support the activities below and are further specified in a mutually agreeable work plan established annually.

- Task 1: Eliminate exposure to secondhand smoke and electronic cigarette/vape emissions
- Task 2: Reduce Tobacco-Related Disparities
- Task 3: Promote and Support Tobacco Cessation Among Youth and Young Adults
- Task 4: Prevent Initiation Among Youth and Young Adults
- Task 5: Policymaker Outreach and Education
- Task 6: Health Communication
- Task 7: Administration and management
- Task 8: Planning and Coordination

The contractor shall be responsible for completing a reporting form detailing their programmatic activities as well as submitting a monthly invoice. Exhibit B is an example of what the programmatic reporting form might look like. Both programmatic reporting and invoices are due monthly no later than the 8th of each month. Should the 8th of the month fall on a holiday or a weekend, the reporting will be due the next business day.