

AMENDMENT TO THE AGREEMENT BETWEEN THE SNOHOMISH HEALTH DISTRICT AND MARYSVILLE FIRE DISTRICT DATED JUNE 16, 2021, FOR REIMBURSEMENT OF CERTAIN FEMA FUNDING ELIGIBLE EXPENDITURES TO ENSURE COMPLIANCE WITH FEDERAL CONTRACTING REQUIREMENTS

WHEREAS, on June 16, 2021, the Snohomish Health District (“District”) and Marysville Fire District (“Subcontractor”) entered into an Agreement for reimbursement of certain FEMA funding eligible expenditures; and

WHEREAS, the District compensates the Subcontractor for work done under the Agreement using FEMA grant funds; and

WHEREAS, use of FEMA funds necessitates the inclusion of certain mandatory contract provisions; and

WHEREAS, the Agreement between the Parties does not contain all necessary provisions.

NOW THEREFORE, the Agreement is hereby amended as follows:

8. Duplication of Billed Costs.

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

28. Clean Air Act and Federal Water Pollution Control Act.

28.1 Clean Air Act

- i. The Subcontractor 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 To Table of Contents amended, 42 U.S.C. § 7401 et seq.
- ii. The Subcontractor 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. The Subcontractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

28.2 Federal Water Pollution Control Act

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

29. 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.

30. Procurement of Recovered Materials.

In the performance of this contract, the Subcontractor 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, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. The Subcontractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

MARYSVILLE FIRE DISTRICT:

Martin McFalls Dec 1, 2021
[Martin McFalls \(Dec 1, 2021 08:33 PST\)](#)

 Martin McFalls Date
 Fire Chief

Approved as to insurance and indemnification provisions:

Steven R. Edin Dec 1, 2021
[STEVEN R. Edin \(Dec 1, 2021 08:25 PST\)](#)

 Risk Management Date

SNOHOMISH HEALTH DISTRICT:

Shawn Frederick Dec 1, 2021
[Shawn Frederick \(Dec 1, 2021 09:31 PST\)](#)

 Shawn Frederick Date
 Administrative Officer

Approved as to form only:

Grant K. Weed Dec 1, 2021
[Grant K. Weed \(Dec 1, 2021 08:20 PST\)](#)

 Legal Counsel to the District Date