



INTRLOC_00 SEATTLE KC DEPT OF PUBLIC HEALTH

File Location

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12/31/2012

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Term Date: 12/31/2012

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Resolution: _____

Leg Date: _____

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Description: 2010-2012 MASS VACCINATION SITE AGREEMENT
PO 1010354-000

Notes:

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INTERLOCAL AGREEMENTS
12/31/2009
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CR# 46832 DATE 12/7/10 LOC 1010354-000

Contract # 2009NM031

Agreement between Public Health - Seattle & King County and City of Bellevue

This agreement is made and entered into between Public Health-Seattle and King County (PHSKC) and City of Bellevue (Bellevue) as Subscribing Organizations to the Regional Disaster Plan. Both PHSKC and Bellevue have signed the Omnibus Legal and Financial Agreement ("Omnibus Agreement", incorporated herein as Attachment 1) for organizations participating in the Regional Disaster Plan. This agreement is governed by the terms of the Omnibus Agreement. It defines the responsibilities of PHSKC as a "Borrower" and Bellevue as a "Lender" in an incident requiring vaccination and/or dispensing of medication to people in King County.

I. Introduction

In a large to catastrophic disease outbreak, bioterrorist attack, or natural disaster, PHSKC would serve as a primary organization for the medical response in King County, as designated in Emergency Support Function (ESF) 8 of the Regional Disaster Plan. The response could include vaccinating and/or dispensing medication to large numbers of people. PHSKC may need to operate temporary sites where large numbers of people can be served. Bellevue owns/leases facilities that would be appropriate temporary sites. The purpose of this agreement is to designate the facilities, define a method for developing a security plan, define the terms for initiation of use of the facilities, and establish the responsibilities of each organization during an incident. Unless otherwise agreed, PHSKC will request use of the Bellevue facilities only during a large or catastrophic incident requiring a medical response. Use of the facilities will occur based on mutual agreement, as outlined in Section IV of this agreement.

Bellevue will act in good faith to implement as much of this agreement as possible. Depending on the severity of an event and physical impact to the infrastructure of the city, Bellevue will implement the terms of this agreement to the best of its ability.

Nothing in this plan should be construed as independent of or bypassing regular emergency management procedures or the provisions of county or state declarations of emergencies.

II. Designated Facilities

reasonable efforts to make Bina 9/21/10 ML 10/14/10 int date int date

Bellevue will make available the following facilities for use as sites for mass vaccination and/or dispensing:

- Highland Community Center 14224 Bel-Red Road
North Bellevue Community Center 4063 148th Avenue NE
Northwest Arts Center 9825 NE 24th Street
Crossroads Community Center 16000 NE 10th Street
South Bellevue Community Center 14500 SE Newport Way

These facilities are available for use at any time of the year and could be used 24 hours/day, if necessary. Other Bellevue facilities may be available at the time of a mass vaccination event. At such time, Bellevue will be flexible and work with PHSKC to offer facilities that meet mutual needs.

PHSKC and Bellevue will prepare a Site Plan for each facility. Bellevue will notify PHSKC if any information recorded in the Site Plans changes or is not accurate. PHSKC will initiate verification of data at least once every two years.

III. Security Plan

PHSKC and Bellevue will cooperate to assess security issues pertinent to each designated facility and complete a Security Plan for each facility. The Security Plans will be reviewed annually and updated as necessary. Completed Security Plans and updates must be submitted to a PHSKC representative identified in Section IX of this agreement annually or upon completion.

IV. Notification of Initiation of Use of Facilities

Use of the facilities would be triggered by a large to catastrophic disease outbreak, bioterrorist attack, or natural disaster.

PHSKC will request use of the designated facilities at least 24 hours prior to start of use. Bellevue will provide confirmation to proceed as soon as possible after receiving the request.

PHSKC will specify as soon as possible after making the request to use the facilities:

- the affected population groups
- the triage of types of persons to be served, if applicable
- the estimated number of persons to be served
- the anticipated duration of the response
- the anticipated hours of operation

V. Responsibilities of PHSKC

The Regional Disaster Plan, ESF 8, outlines the responsibilities of PHSKC during a large scale disaster. The outlined responsibilities include coordination of mass immunization programs. Mass dispensing programs also may be necessary. The responsibilities in this section are specific to a mass vaccination and/or dispensing program operated by PHSKC at the facilities designated by Bellevue.

- Set up and operate Incident Command
- Manage public information activities
- Provide laptop computers
- Administer data management activities
- Coordinate communication with city, county, state, and federal agencies, as needed
- Provide instructions for set up of facilities
- Provide all vaccines and supplies needed for operations
- Provide staffing for delivery of vaccinations and/or dispensing of medication
- Arrange for food service for staffers

- Dispose of biomedical waste
- Conduct post-utilization decontamination

VI. Responsibilities of Bellevue

- Cancel events scheduled for facilities
- Provide internet connectivity as identified in the Site Plans
- Assist in set up of facilities based on instructions from PHSKC
- Ensure availability of parking identified in the Site Plans
- Ensure availability of equipment identified in the Site Plans to the best of Bellevue's ability
- Arrange for maintenance of equipment identified in the Site Plans during vaccination / dispensing incidents, if needed
- Ensure continuation of janitorial services

VII. Cost and Payment

Bellevue shall provide the facilities without rental cost to PHSKC. Consistent with the Omnibus Agreement, PHSKC shall pay Bellevue for valid and invoiced "assistance costs," defined in the Omnibus Agreement as direct material costs, equipment rental fees, fuel, and labor costs incurred in providing the facilities. PHSKC also shall pay Bellevue for valid and invoiced costs of facility repairs resulting from PHSKC use of the facility. If applicable, PHSKC will provide instructions to Bellevue regarding cost-tracking required for federal emergency assistance, and Bellevue will track costs accordingly.

VIII. Term and Termination

This agreement is effective upon signature by both parties and ends December 31, 2012, unless extended or terminated by either party prior to the termination date.

Either party may request an extension of the agreement prior to the termination date through an amendment process.

Either PHSKC or Bellevue may terminate this agreement with written notification to the other party no less than thirty (30) calendar days in advance of the termination date.

IX. Contacts

The contacts for PHSKC are:

Michael Loehr
Public Health Preparedness Section, Manager
401 5th Avenue, Suite 1300
Seattle, WA 98104
206-263-8687
michael.loehr@kingcounty.gov

Amy Eiden
King County Prosecuting Attorney's Office
516 Third Ave, Room W400
Seattle, WA 98104
206-296-9015
amy.eiden@kingcounty.gov

The contacts for Bellevue are:

Vernon Owens
Acting Emergency Preparedness Manager
Emergency Preparedness Division
City of Bellevue
Office: 425-452- 6033
Alpha-pager: 2069910325@page.metrocall.com
E-mail: vowens@bellevuewa.gov
Home: 206-853-1639
PO Box 90012
Bellevue, WA 98009-9012

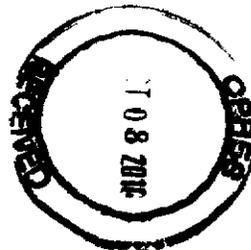
Randy Ransom
Structural Operations Manager
Bellevue Parks & Community Services Dept.
PO Box 90012
Bellevue, WA 98009-9012
Office: 425-452-2036
Cell: 425-864-1959
Email: rransom@bellevuewa.gov
Home: 425-485-2799

Priority notification to implement facility use is through Bellevue Emergency Preparedness as listed above.

X. Signatures


Benjamin Lester
Chief Administrative Officer
Public Health – Seattle & King County
Date: 10/14/10


Brad Miyake
Deputy City Manager
City of Bellevue
PO Box 90012
Bellevue, WA 98009-9012
Date: _____



Regional Disaster Plan for Public and Private Organizations in King County, Washington

OMNIBUS LEGAL AND FINANCIAL AGREEMENT

*for Organizations Participating in the Regional Disaster Plan
for Public and Private Organizations in King County*

This OMNIBUS AGREEMENT is made and entered into by certain public and private organizations to enable them to provide Emergency Assistance to each other during times of emergency or disaster.

WHEREAS, the Subscribing Organizations have expressed a mutual interest in the establishment of an Omnibus Agreement to facilitate and encourage Emergency Assistance among participants; and

WHEREAS, in the event of an emergency a Subscribing Organization who has executed this Omnibus Agreement may need Emergency Assistance in the form of supplemental personnel, equipment, materials or other support; and

WHEREAS, each Subscribing Organization may own and maintain equipment, stocks materials and employs trained personnel for a variety of services and is willing, under certain conditions, to lend its supplies, equipment and services to other Subscribing Organizations in the event of an emergency; and

WHEREAS, the proximity of the Subscribing Organizations to each other enables them to provide Emergency Assistance to each other in disaster situations.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the undersigned Subscribing Organization agrees as follows:

Article I - APPLICABILITY.

This Omnibus Agreement is available for execution to all Subscribing Organizations, in and bordering geographic King County. Execution of this Omnibus Agreement by a Subscribing Organization will occur when a Subscribing Organization signs an identical version of this Omnibus Agreement.

Article II - DEFINITIONS.

- A. 'Assistance Costs' means any direct material costs, equipment rental fees, fuel, and the labor costs that are incurred by the Lender in providing any asset, service, or assistance requested. For further information on costs, see section XII.

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- B. 'Basic Plan' is the core document of the Regional Disaster Plan for Public and Private Organizations in King County. It provides the architecture for multi-jurisdictional, multi-disciplinary disaster response operations in King County. The Basic Plan will be supported by this Omnibus Legal Agreement and later by Emergency Support Functions, which are chapters on certain functional areas, such as communications, transportation, and resource management. The Basic Plan was developed by the Regional Disaster Planning Task Force, under the direction of the King County Emergency Management Advisory Committee.
- C. 'Basic Plan Package' includes the following core documents that create the framework necessary to implement the concept of operations implied in the Basic Plan. This suite of documents includes:
- the Basic Plan,
 - this Omnibus Legal Agreement,
 - Appendix 1: Direction and Coordination
- D. 'Borrower' means a Subscribing Organization who has adopted, signed and subscribes to this Omnibus Agreement and has made a request for Emergency Assistance and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Omnibus Agreement.
- E. 'Emergency' includes, but is not limited to, a human-caused or natural event or circumstance within the area of operation of any participating Subscribing Organization causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of the affected Subscribing Organization or Organizations, in terms of personnel, equipment and facilities, thereby requiring Emergency Assistance.
- F. 'Emergency Assistance' means employees, services, equipment, materials, or supplies offered during an Emergency by the Lender and accepted by the Borrower to assist in maintaining or restoring normal services when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, terrorism/sabotage and other occurrences where Emergency Assistance from other Subscribing Organizations is necessary or advisable, as determined by the requesting Subscribing Organization.

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- G. 'Emergency Contact Points' are the persons, in a line of succession, listed on the Emergency Contact Information Form to be submitted to the Zone Emergency Planning Committee by each Subscribing Organization. The list includes names, addresses, and 24-hour phone numbers of the Emergency contact points of each Subscribing Organization. The people listed as Emergency Contact Points will have (or can quickly get) the authority of the Subscribing Organization to commit available equipment, services, and personnel for the organization. Note: The phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Emergency contact point(s) is acceptable.
- H. 'King County Emergency Management Advisory Committee' acts in an advisory capacity to the County Executive, Council and Emergency Management Division on emergency management matters, and facilitate the coordination of regional emergency planning in King County.
- I. 'Lender' means a Subscribing Organization who has signed this Omnibus Agreement and has agreed to deliver Emergency Assistance to another Subscribing Organization pursuant to the terms and conditions of this Omnibus Agreement.
- J. 'Omnibus Agreement' means identical agreements executed in counterparts which bind the executing Subscribing Organization to its terms and conditions to provide and receive Emergency Assistance. The terms and conditions of the Omnibus Agreements are all identical and the execution of an Omnibus Agreement binds a Subscribing Organization to all other Subscribing Organizations who have executed identical Omnibus Agreements in counterparts. To be effective for purposes of receiving Emergency Assistance, this Omnibus Agreement and the Basic Plan must be fully executed and received by the Zone Emergency Planning Committee.
- K. 'Subscribing Organization' means the executive governing authority of any public or private organization in, or bordering King County, WA, that chooses to subscribe to and sign onto the 'Basic Plan Package' of the Regional Disaster Plan for Public and Private Organizations in King County.
- L. For large and complex organizations like county government, cities, and major employers, all departments and branches of these complex organizations are included as 'Subscribers' under the single executive authority of these organizations.
- M. 'Termination Date' is the date upon which this Agreement terminates pursuant to Article V.

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Article III - PARTICIPATION.

It is agreed, acknowledged, and understood that participation in this Omnibus Agreement is purely voluntary and at the sole discretion of the requested lender. No Subscribing Organization shall be liable to another Subscribing Organization for, or be considered to be in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment as specified in this Omnibus Agreement. However, Subscribing Organizations who execute the Omnibus Agreement are expected to:

- A. Ensure that other Subscribing Organizations in the Emergency Response Zone have their Organizations' most current Emergency Contact Points.
- B. Participate in scheduled meetings to coordinate operational and implementation issues to the maximum extent possible.

Article IV - ROLE OF EMERGENCY CONTACT POINT FOR SUBSCRIBING ORGANIZATIONS

Subscribing Organizations agree that their Emergency Contact Points or their designee can serve as representatives of the Subscribing Organizations in any meeting to work out the language or implementation issues of this agreement.

The Emergency Contact Points of a Subscribing Organization shall:

- A. Act as a single point of contact for information about the availability of resources when other Subscribing Organizations or Zones seek assistance.
- B. Participate in Zone Coordination meetings convened on the implementation of this agreement.
- C. Take the initiative to obtain and communicate decisions and discussion items of the meeting.
- D. Maintain a manual containing the Basic Plan package including a master copy of this Omnibus Agreement (as amended) and a list of Subscribing Organizations who have executed this Omnibus Agreement.

Article V - TERM AND TERMINATION.

- A. This Omnibus Agreement is effective upon execution by two or more Subscribing Organizations.

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- B. A Subscribing Organization opting to terminate its participation in this Omnibus Agreement, shall provide written termination notification to the King County Emergency Management Advisory Committee, care of the King County Office of Emergency Management, 7300 Perimeter Rd. S., Room 128, Seattle, WA, 98108, or by Fax at (206) 296-3838. Notice of termination becomes effective upon receipt by the King County Emergency Management Advisory Committee who shall, in turn, notify all subscribing organizations. Any terminating Subscribing Organization shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.

Article VI - PAYMENT FOR SERVICES AND ASSISTANCE.

Borrower shall pay to the Lender all valid and invoiced Assistance Costs within 60 days of receipt of the lender's invoice, for either all or part of the Emergency Assistance services provided by the Lender. In the event the Lender provides supplies or parts, the Lender shall have the option to accept payment of cash or in kind for the supplies or parts provided.

Article VII - INDEPENDENT CONTRACTOR.

Lender shall be and operate as an independent contractor of Borrower in the performance of any Emergency Assistance. Employees of Lender shall at all times while performing Emergency Assistance continue to be employees of Lender and shall not be deemed employees of Borrower for any purpose. Wages, hours, and other terms and conditions of employment of Lender shall remain applicable to all of its employees who perform Emergency Assistance. Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Lender's employees. The costs associated with borrowed personnel are subject to the reimbursement process outlined in Article XII. In no event shall Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of or as agent for Borrower under or by virtue of this Omnibus Agreement.

Article VIII - REQUESTS FOR EMERGENCY ASSISTANCE.

Requests for Emergency Assistance shall be directed to the designated Emergency Contact Point(s) on the contact list provided by the Subscribing Organizations and/or directed to and managed by the Zone Coordination function. The extent to which the Lender provides any Emergency Assistance shall be at the Lender's sole discretion. In the event the emergency impacts a large geographical area that activates either Federal or State emergency laws, this Agreement shall remain in effect until or unless this Agreement conflicts with such Federal and State laws.

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Article IX - GENERAL NATURE OF EMERGENCY ASSISTANCE.

Emergency Assistance will be in the form of resources, such as equipment, supplies, and personnel or the direct provision of services. The execution of the Omnibus Agreement shall not create any duty to respond on the part of any Subscribing Organization hereto. A Subscribing Organization shall not be held liable for failing to provide Emergency Assistance. A Subscribing Organization has the absolute discretion to decline to provide any requested Emergency Assistance and to withdraw resources it has provided at any time without incurring any liability. Resources are "borrowed" with reimbursement and terms of exchange varying with the type of resource as defined in Articles X through XII. The Subscribing Organizations recognize that time is critical during an emergency and diligent efforts will be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available.

Article X - LOANS OF EQUIPMENT.

Use of equipment, such as construction equipment, road barricades, vehicles, and tools, shall be at the Lender's current equipment rate, or if no written rates have been established, at the hourly operating costs set forth in an **industry standard publication** as selected by the Regional Disaster Planning Task Force, or as *mutually agreed between Borrower and Lender*. *Equipment and tool loans are subject to the following conditions:*

1. At the option of the Lender, loaned equipment may be loaned with an operator. See Article XII for terms and conditions applicable to use of borrowed personnel.
2. Loaned equipment shall be returned to the Lender upon release by the Borrower, or immediately upon the Borrower's receipt of an oral or written notice from the Lender for the return of the equipment. When notified to return equipment to a Lender, the Borrower shall make every effort to return the equipment to the Lender's possession within 24 hours following notification.
3. Borrower shall, at its own expense, supply all fuel, lubrication and maintenance for loaned equipment. The Borrower will take proper precaution in its operation, storage and maintenance of Lender's equipment. Equipment shall be used only by properly trained and supervised operators. Lender shall endeavor to provide equipment in good working order. All equipment is provided "as is", with no representations or warranties as to its fitness for particular purpose.

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4. Lender's cost related to the transportation, handling, and loading/unloading of equipment shall be chargeable to the Borrower. Lender shall provide copies of invoices for such charges where provided by outside sources and shall provide hourly accounting of charges for Lender's employees who perform such services.
5. Without prejudice to a Lender's right to indemnification under Article XIV herein, in the event loaned equipment is lost or damaged while being dispatched to Borrower, or while in the custody and use of the Borrower, or while being returned to the Lender, Borrower shall reimburse the Lender for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired within a time period indicated by the Lender, then Borrower shall reimburse Lender for the cost of replacing such equipment with equipment, which is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of the Lender. If Lender must lease or rent a piece of equipment while the Lender's equipment is being repaired or replaced, Borrower shall reimburse Lender for such costs. Borrower shall have the right of subrogation for all claims against persons other than parties to this Omnibus Agreement who may be responsible in whole or in part for damage to the equipment. Borrower shall not be liable for damage caused by the sole negligence of Lender's operator(s).

Article XI - EXCHANGE OF MATERIALS AND SUPPLIES.

Borrower shall reimburse Lender in kind or at Lender's actual replacement cost, plus handling charges, for use of partially consumed or non-returnable materials and supplies, as mutually agreed between Borrower and Lender. Other reusable materials and supplies which are returned to Lender in clean, damage-free condition shall not be charged to the Borrower and no rental fee will be charged. Lender shall determine whether items returned are "clean and damage-free" and items shall be treated as partially consumed or non-returnable materials and supplies if item is found to be damaged.

Article XII - LOANS OF PERSONNEL.

Lender may, at its option, make such employees as are willing to participate available to Borrower at Borrower's expense equal to Lender's full cost, including employee's salary or hourly wages, call back or overtime costs, benefits and overhead, and consistent with Lender's personnel union contracts, if any, or other conditions of employment. Costs to feed and house loaned personnel, if necessary, shall be chargeable to and paid by the Borrower. The Borrower is responsible for assuring such arrangements as may be necessary to provide for the safety, housing,

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meals, and transportation to and from job sites/housing sites (if necessary) for loaned personnel. The Subscribing Organizations' Emergency Contact Points or their designees shall develop planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement. Lender personnel providing Emergency Assistance shall be under the control of their regular leaders, but the organizational units will come under the operational control of the command structure of the Borrower. Lender shall not be liable for cessation or slowdown of work if Lender's employees decline or are reluctant to perform any assigned tasks if said employees judge such task to be unsafe. A request for loaned personnel to direct the activities of others during a particular response operation does not relieve the Borrower of any responsibility or create any liability on the part of the Lender for decisions and/or consequences of the response operation. Loaned personnel may refuse to direct the activities of others without creating any liability on the part of the Lender. Any valid licenses issued to Lender personnel by Lender or Lender's state, relating to the skills required for the emergency work, may be recognized by the Borrower during the period of emergency and for purposes related to the emergency. When notified to return personnel to a Lender, the Borrower shall make every effort to return the personnel to the Lender's possession immediately after notification.

Article XIII - RECORD KEEPING.

Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by the Lender will be recorded on a shift-by-shift basis by the Lender and/or the loaned employee(s) and will be provided to the Borrower as needed. If no personnel are loaned, the Lender will provide shipping records for materials and equipment, and the Borrower is responsible for any required documentation of use of material and equipment for state or federal reimbursement. The documentation will be presented to the Administration/Finance Section of the Incident Management structure. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.

Article XIV - INDEMNIFICATION AND LIMITATION OF LIABILITY.

- A. **INDEMNIFICATION.** Except as provided in section B., to the fullest extent permitted by applicable law, the Borrower releases and shall indemnify, hold harmless and defend each Lender, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing Emergency Assistance to the Borrower, whether arising before, during or after performance of the Emergency Assistance and whether suffered by any of the Subscribing Organizations or any other person or entity.

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The Borrower agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, the Borrower, by mutual negotiation, hereby waives, as respects any indemnitee only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington and similar laws of other states.

- B. **ACTIVITIES IN BAD FAITH OR BEYOND SCOPE.** Any Subscribing Organizations shall not be required under this Omnibus Agreement to indemnify, hold harmless and defend any other Subscribing Organization from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Subscribing Organizations officers, employees, or agents acting in bad faith or performing activities beyond the scope of their duties.
- C. **LIABILITY FOR PARTICIPATION.** In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of Emergency Assistance through this Omnibus Agreement, the Borrower agrees, to indemnify, hold harmless, and defend, to the fullest extent of the law, each signatory to this Omnibus Agreement, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Omnibus Agreement.
- D. **DELAY/FAILURE TO RESPOND.** No Subscribing Organization shall be liable to another Subscribing Organization for, or be considered to be in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment as specified in this Omnibus Agreement.
- E. **MEDIATION AND ARBITRATION.** If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties to this Contract may seek to resolve disputes pursuant to mediation or arbitration, but are not required to do so.

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- F. SUBSCRIBING ORGANIZATION LITIGATION PROCEDURES.** Each Subscribing Organization seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim shall promptly notify the Borrower of such claim and shall not settle such claim without the prior consent of Borrower, which consent shall not be unreasonably withheld. Such Subscribing Organization shall have the right to participate in the defense of said claim to the extent of its own interest. Subscribing Organization's personnel shall cooperate and participate in legal proceedings if so requested by the Borrower, and/or required by a court of competent jurisdiction.

Article XV - SUBROGATION.

- A. BORROWER'S WAIVER.** Borrower expressly waives any rights of subrogation against the Lender, which it may have on account of, or in connection with, the Lender providing Emergency Assistance to the Borrower under this Omnibus Agreement.
- B. LENDER'S RESERVATION AND WAIVER.** Lender expressly reserves its right to subrogation against the Borrower to the extent the Lender incurs any self-insured, self-insured retention or deductible loss. The Lender expressly waives its rights to subrogation for all insured losses only to the extent the Lender's insurance policies, then in force, permit such waiver.

Article XVI - WORKER'S COMPENSATION AND EMPLOYEE CLAIMS.

Lender's employees, officers or agents, made available to Borrower, shall remain the general employee of Lender while engaged in carrying out duties, functions or activities pursuant to this Omnibus Agreement, and each Subscribing Organization shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each Subscribing Organization shall provide worker's compensation in compliance with statutory requirements of the state of residency.

Article XVII - MODIFICATIONS.

No provision of this Omnibus Agreement may be modified, altered, or rescinded by any individual Subscribing Organization without two-thirds affirmative concurrence of the Subscribing Organizations. The King County Emergency Management Advisory Committee will be the coordinating body for facilitating modifications of this Omnibus Agreement. Modifications to this Omnibus Agreement must be in writing and will become effective upon approval of the modification by a two-thirds affirmative vote of the Subscribing Organizations. Modifications must be signed by an authorized representative of each Subscribing Organization.

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Article XVIII- NON-EXCLUSIVENESS AND PRIOR AGREEMENTS.

This Agreement shall not supercede any existing mutual aid agreement or agreements between two or more governmental agencies, and as to assistance requested by a party to such mutual aid agreement within the scope of the mutual aid agreement, such assistance shall be governed by the terms of the mutual aid agreement and not by this Agreement. This Agreement shall, however, apply to all requests for assistance beyond the scope of any mutual aid agreement or agreements in place prior to the event.

Article XIX - GOVERNMENTAL AUTHORITY.

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or hereafter in effect, of all governmental authorities having jurisdiction over the emergencies covered by this Omnibus Agreement, the Subscribing Organization or either of them.

Article XX - NO DEDICATION OF FACILITIES.

No undertaking by one Subscribing Organization to the other Subscribing Organizations under any provision of this Omnibus Agreement shall constitute a dedication of the facilities or assets of such Subscribing Organization, or any portion thereof, to the public or to the other Subscribing Organization. Nothing in this Omnibus Agreement shall be construed to give a Subscribing Organization any right of ownership, possession, use or control of the facilities or assets of the other Subscribing Organization.

Article XXI - NO PARTNERSHIP.

This Omnibus Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Subscribing Organizations or to impose any partnership obligation or liability upon any Subscribing Organization. Further, no Subscribing Organization shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Subscribing Organization.

Article XXII - NO THIRD PARTY BENEFICIARY.

Nothing in this Omnibus Agreement shall be construed to create any rights in or duties to any Third Party, nor any liability to or standard of care with reference to any Third Party. This Agreement shall not confer any right, or remedy upon any person other than the Subscribing Organizations. This Omnibus Agreement shall not release or discharge any obligation or liability of any Third Party to any Subscribing Organizations.

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Article XXIII - ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement and supersedes any and all prior agreements of the Parties, with respect to the subject matters hereof.

Article XXIV - SUCCESSORS AND ASSIGNS.

This Omnibus Agreement is not transferable or assignable, in whole or in part, and any Subscribing Organization may terminate its participation in this Omnibus Agreement subject to Article V.

Article XXV - GOVERNING LAW.

This Omnibus Agreement shall be interpreted, construed, and enforced in accordance with the laws of Washington State.

Article XXVI - VENUE.

Any action which may arise out of this Omnibus Agreement shall be brought in Washington State and King County.

Article XXVII - TORT CLAIMS.

It is not the intention of this Omnibus Agreement to remove from any of the Subscribing Organizations any protection provided by any applicable Tort Claims Act. However, between Borrower and Lender, the Borrower retains full liability to the Lender for any claims brought against the Lender as described in other provisions of this agreement.

Article XXVIII - WAIVER OF RIGHTS.

Any waiver at any time by any Subscribing Organizations of its rights with respect to a default under this Omnibus Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay short of the statutory period of limitations, in asserting or enforcing any right, shall not constitute or be deemed a waiver.

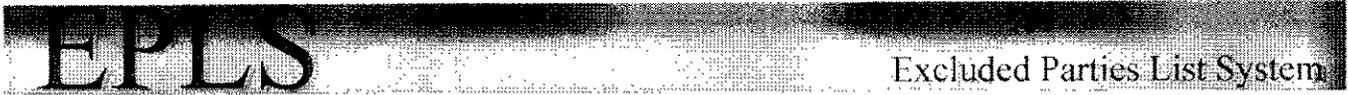
Article XXIX - INVALID PROVISION.

The invalidity or unenforceability of any provisions hereof, and this Omnibus Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Regional Disaster Plan for Public and Private Organizations in King County, Washington

Article XXX - NOTICES.

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Omnibus Agreement shall be conveyed and facilitated by the King County Emergency Management Advisory Committee, care of the King County Office of Emergency Management, 3511 NE 2nd Street, Renton, WA 98056, Phone: 206-296-3830, Fax: 206-205-4056. Such notices, given in writing, and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, or (iii) sent by United States Mail, postage prepaid, to the Emergency Management Advisory Committee.



**Search Results Excluded By
Exact Name : Public Health - Seattle & King Co
as of 13-Oct-2009 5:39 PM EDT**

Your search returned no results.

Buck, Monica

From: Eiden, Amy [Amy.Eiden@kingcounty.gov]
Sent: Thursday, September 16, 2010 3:54 PM
To: Buck, Monica
Cc: Loehr, Michael
Subject: RE: Mass Vaccination Site Agreement

Monica, yes, this change would be fine. You may handwrite that change in.

Amy

From: MBuck@bellevuewa.gov [mailto:MBuck@bellevuewa.gov]
Sent: Wednesday, September 15, 2010 12:05 PM
To: Eiden, Amy
Subject: Mass Vaccination Site Agreement

Amy- I am reviewing the attached agreement between Public Health, Seattle, King County (PHSKC) and Bellevue and you are listed as the contact for King County. We would like to modify the language under Section II to read "Bellevue will make reasonable efforts to make the following facilities available for use as sites for mass vaccination and/or dispensing:". We are unsure of whether we will retain all of these facilities (due to budget constraints) and don't want to promise to make facilities available that we may not own.

Please let me know if this is acceptable and whether you can make the changes to the word document or if you want me to just hand write them in.

Thank you.

Monica Buck
Assistant City Attorney
City of Bellevue
(425) 452-4082 - direct line
mbuck@bellevuewa.gov

E-MAIL CONFIDENTIALITY NOTICE: The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not an intended recipient of this message or if this message has been addressed to you in error, please immediately notify the sender and delete this message and any attachments. Use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

To: Brad Miyake

From: Monica Buck

RE: Mass Vaccination Site Agreement

Brad- You had two concerns regarding the attached agreement:

(1) The availability of the North Bellevue Community Center

I have talked with King County and they agreed to the changes in the attached regarding the locations we will make available under this agreement. I explained that we are unsure of whether we will retain all of these facilities (due to budget constraints) and don't want to promise to make facilities available that we may not own. I changed the language to read we will make reasonable efforts to make those sites available and have also attached my e-mail exchange to the packet.

(2) Arbitration clause in Omnibus Legal and Financial Agreement

The Omnibus Agreement is an exhibit to mass vaccination site agreement. Apparently it was an agreement entered into by the City at some earlier date. The Mediation and Arbitration Clause in Article XIV section E is on pg. 9. The very last sentence of this section provides the while either mediation or arbitration are available to resolve disputes neither is required. Therefore, we would never be required to arbitrate a dispute under either the mass vaccination site agreement or Omnibus Agreement unless we agreed to do so.

Please let me know if you have any questions or additional concerns.

CR# 46832 Date: 12/7/10 Loc: → PO #: 1010354000



City of Bellevue
Finance Department - Contracting Services
450 110th Ave. NE. Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

Contract Title:
MASS VACCINATION SITE AGREEMENT ✓
Contract Description:
This agreement will formalize the conditions for dispensing medications using City facilities
Total Contract Value:
This Amendment Value: N/A

Department: Parks - 587
Contract Manager: Jerry Nissley Jan Beck
Contract Type: Other
Contract Form:
Custom contract document
Budget Expenditure:
No Budget Impact (Explain in Additional Comments)

Maximo User: No

Vendor Information:

Is this a new vendor? No
Vendor Name: Public Health - Seattle & King Co ✓
JDE Vendor Number: 38685
Is this vendor an independent contractor? Yes

Tax ID #:
COB License #:
UBI #: 5780614904
Contractor's License #:

Contract Terms:

Original Effective Date: 10/01/2009 **End Date:** 12/31/2014¹²

Subject To: ~~No Renewal~~
Either party may request an extension prior to expiration

Related Contract Information:

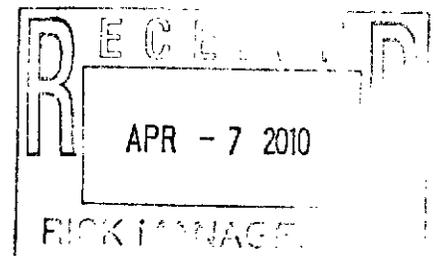
Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? No

Route:

		In	Out
Contracting Services:	<u>Uda Brown</u>		<u>4-6-10</u>
Information Technology:	<u>Not Required</u>		
Legal:	<u>Joanna B</u>	<u>4-6-10</u>	<u>4/7/10</u>
Insurance Reviewed By:	<u>Joanne Nicolae</u>	<u>4-7-10</u>	<u>4/8/10</u>
Department Director:	<u>Agree attached</u>		
Contracting Services:	<u>Uda Brown</u>		<u>12-6-10</u>
Return To:	<u>Jan Beck / Randy Ransom</u> <small>Jerry Nissley</small>		
City Clerk's Office:	<u>M. Tompew</u>	<u>12/7/10</u>	<u>12/7/10</u>



Selection Method:

Selection Method: State/Public Agency Contract

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total

Additional Comments:

County contract - only two copies were sent for signature. This agreement supports the conditions of the Regional Disaster Plan to which both organizations subscribe. There is no cost to the City.

CONTRACT REVIEW CRITERIA

Contract Title: MASS VACCINATION SITE AGREEMENT **Vendor Name:** Public Health - Seattle & King Co

Dept. Contracting Services

- a) Does the Contract Routing/Approval Form and Contract have consistent information?
- b) Is the Contract Type and template appropriate for the services performed?
- NA c) Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate? NO
- d) Is the JDE vendor name and number accurate?
- NA e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified? agmt
- f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
- NA g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- NA h) Has the Selection Method been explained in Additional Comments? Are results attached? NO
- NA i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached?
- j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- k) Is Attachment "A" (Scope of Work and/or Services) attached? agmt
- l) Is Attachment "B" (Insurance Requirements) attached?
- m) Are any additional riders required? If so, which one's? _____
- n) Does Insurer have a Best rating of A- or better?
- o) Is the Contractor identified as the insured?
- p) Does the Contractor have Commercial General Liability, Business Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
- q) Are the policy expiration date(s) on the Certificate of Insurance current?
- r) Does the Contractor have a self-insured retention? Is it above \$50,000?
- s) Is the City listed as the Certificate Holder?
- t) Does the cancellation wording provide the City with 30 days notice?
- u) Is the Certificate signed?
- v) Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
- NA w) Is the contract exempt from paying Prevailing Wages? If not, are current Wage Rates attached in Attachment "C"? Yes
- x) Does the Contractor have an open account with the Washington State Department of Revenue? unable to verify
- y) Are the Contractor's worker's compensation premiums current? unable to verify
- z) Is the Contractor on the Federal Debarred Suspended List? No
- NA aa) Does the vendor have an active Professional/Contractor License with the Washington State Department of Licensing?

Risk to review insurance reqmts

RISK MANAGEMENT:

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- Does the Contractor's Certificate of Insurance comply with the requirements?
- Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City? Yes
- Does the Hold Harmless clause include language referencing Title 51 releases? No