

REIMBURSEMENT AGREEMENT BETWEEN CITY OF YAKIMA AND YAKIMA HEALTH DISTRICT RE: COVID-19 MASS VACCINATION SITE

THIS REIMBURSEMENT AGREEMENT is made and entered into this 17th day of March, 2021, by and between the City of Yakima and the Yakima Health District for reimbursement of Yakima Police Department (YPD), Yakima Fire Department (YFD), and other City of Yakima staff time as requested, including both overtime and straight time, associated with services performed at the Yakima Fairgrounds vaccination site to address COVID-19.

I. PREAMBLE

- A. CITY OF YAKIMA is a municipal corporation of the State of Washington, with City Hall located at 129 North 2nd Street, Yakima, Washington 98901 (hereinafter referred to as "City").
- B. YAKIMA HEALTH DISTRICT is a municipal corporation of the State of Washington, with its offices located at 1210 Ahtanum Ridge Drive, Yakima, Washington 98903 (hereinafter referred to as "District").
- C. City and District have declared a public health emergency regarding COVID-19.
- D. District is staffing and coordinating a mass vaccination site at the Yakima Fairgrounds and needs security and other assistance from the Yakima Police Department and other City staff as requested.
- E. City and District each have authority pursuant to Chapter 39.34 RCW to enter into interlocal agreements to cooperatively provide governmental services, including but not limited to security and staffing of a mass vaccination site.

II. AGREEMENT

WHEREFORE, pursuant to the authority provided in Chapter 39.34 RCW, and in consideration of the mutual covenants, promises, conditions and benefits herein, the parties agree as follows:

1. Services Provided by District.

- a. District will reimburse the City for all Yakima Police Department, Yakima Fire Department, and other City Staff overtime and/or straight time at the Yakima Fairgrounds vaccination site.
- b. District will reimburse the City \$16.05 per hour standby vehicle rate for a minimum of two patrol cars that will be stationed on-site. If additional patrol cars are deemed necessary by YPD, District will compensate the City for those patrol cars as well at the same rate.
- c. District will reimburse the City \$200 per day for the on-site Polaris 6X6 Ranger.
- d. District will reimburse the City for all other city staff time, both overtime and straight time, requested by the District regarding the vaccination site.
- e. The District will provide a designated District staff person to coordinate with the City regarding scheduling of YPD officers, YFD personnel, or City staff, provide the City with a map of the site which shall include ingress and egress points, check point locations, restrooms, and any other information requested by YPD, will provide the YPD officers and City staff with an orientation which covers the site and expectations in services, and will promptly notify the City of any anticipated or known issues that may arise at the site.
- f. District will provide City YPD officers and staff working at the site with training on COVID-19 safety protocol, any needed personal protection equipment, and a vaccine if requested by the officer or staff person working at the site.

2. City Requirements.

- a. The City shall provide uniformed YPD officers at the Yakima Fairgrounds, and surrounding areas, to help with security, traffic control, and other issues that may arise.
- b. The City shall provide one (1) YFD Company Officer and one (1) YFD Firefighter, both required to be currently certified as emergency medical technicians, to staff the Polaris 6X6.
- c. The City will ensure that the Polaris 6X6 is equipped with appropriate medical assessment and treatment equipment.
- d. The City may also provide an onsite mobile command vehicle.
- e. The City will provide additional non-YPD staffing if requested by the District and if said staff is available.
- f. The City will provide invoices to the District in a timely manner.

3. Term. The initial term of this Agreement is from March 17, 2021 through June 1, 2021. This Agreement can be extended for as long as the vaccination site is located at the Yakima Fairgrounds.

4. Payment Timing. District shall make payment to City no later than thirty (30) days after an invoice is received. It is expected that invoices will be prepared and sent monthly during the term of the Agreement. Upon termination of the Agreement, the City will provide a final invoice, which shall be paid within thirty (30) days of the date of the invoice.

5. Hours of Operation. It is currently anticipated that the hours of operation of the Yakima Fairgrounds vaccination site will be as follows:

Mondays	0800—1530
Tuesdays	0800—1530
Wednesdays	0800—1530
Thursdays	1100—1830
Fridays	0800—1530
Saturdays	0800—1530
Sundays	0800—1530

In the event the hours of operation change, the District will give the City at least three (3) business days' notice.

6. City of Yakima Contacts.

Contacts for the purposes of scheduling, on-site issues, and coordination:

Lieutenant Ira Cavin (509) 576-6532 (509) 728-6895 (cell)	Lieutenant James Moore (509) 575-6566 (509) 728-6320 (cell)
On Duty Shift Commander (509) 728-2349 (cell)	Deputy Fire Chief Jeremy Rodriguez (509) 576-6732 (509) 406-7188 (cell)

7. Administration. This Agreement shall be jointly administered by the City of Yakima and the Yakima Health District, or their respective designees. The contact information for each party shall be as set forth below, or as otherwise provided in writing to the other party:

City of Yakima

Chief Matthew Murray
Police Chief

Yakima Health District

Ryan Ibach
Chief Operations Officer

200 South 3rd Street
Yakima, WA 98901

1210 Ahtanum Ridge Dr.
Yakima, WA 98903

Phone: (509) 575-6211

Phone: (509) 249-6521

Chief Aaron Markham
Fire Chief
401 N. Front Street
Yakima, WA 98901

(509) 576-6747

8. Acquisition of Property and Assets. The parties do not intend to jointly acquire or manage any property. Acquisition of property by either party shall be in accordance with the laws and procedures applicable to such party.

9. Records and Reports. Documents generated by City of Yakima pursuant to the services provided under this Agreement shall be delivered by City of Yakima to the Yakima Health District if requested, and vice versa. All such documents and reports shall be subject to disclosure pursuant to the *Public Records Act*, Chapter 42.56 RCW, as applicable. Records and reports documenting services rendered and billings based thereon, or other communications regarding this Agreement, shall be made available to the Yakima Health District or the City of Yakima for inspection and copying, as appropriate, during regular business hours of the entity holding the records.

10. Waiver and Amendments. Waiver of any breach or any term or condition of this Agreement shall not waive any prior or subsequent breach. No term or condition is waived, modified or deleted except by an instrument in writing signed by both parties.

11. Entire Agreement and Modifications. This Agreement sets forth the entire agreement of the parties with respect to the subject matter herein. The parties may supplement the Agreement by addenda or amendments, when agreed upon by both parties in writing. The parties shall attach copies of such addenda and amendments and by reference incorporate them herein.

12. Early Termination of Agreement – Effect of Termination. This Agreement may be terminated by either party upon five (5) days advance written notice delivered to the other party. Termination does not alter the requirement for reimbursement for services provided prior to the effective date of termination. Upon termination, the City shall provide a final billing to the District within fourteen (14) days, which should be promptly paid. Termination of this Agreement shall not terminate the hold harmless provisions set forth in Section 11 below, which provisions shall remain in full force and effect.

13. Hold Harmless and Indemnification.

13.1 City shall protect, defend, exonerate, and indemnify and hold harmless the Yakima Health District, its elected and appointed officials, directors, officers, members, volunteers and employees from and against any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings, causes of action, and all judgments, awards, damages, costs and expenses of any kind or nature whatsoever, including, but not limited to, attorneys' fees, disbursements and court costs, resulting from death, personal harm or bodily injury to any person or damage or destruction to the Yakima Health District, or any third party or third parties to the extent caused by any intentional and/or negligent act and/or omission of the City, its elected and appointed officials, agents, officers, and employees and/or subcontractors, arising out of this Agreement.

13.2 Yakima Health District shall protect, defend, exonerate, and indemnify and hold harmless the City of Yakima, its elected and appointed officials, directors, officers, members, volunteers and employees from and against any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings, causes of action, and all judgments, awards, damages, costs and expenses of any kind or nature whatsoever, including, but not limited to, attorneys' fees, disbursements and court costs, resulting from death, personal harm or bodily injury to any person or damage or destruction to the City of Yakima, or any third party or third parties to the extent caused by any intentional and/or negligent act and/or omission of the Yakima Health District, its elected and appointed officials, agents, officers, and employees and/or subcontractors, arising out of this Agreement.

14. Severability. If any term or provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be enforceable and effective to the fullest extent permitted by law. Further, the parties shall negotiate in good faith regarding amendments to this Agreement that would effectuate the intent of any provision held invalid or not enforceable.

15. No Third-Party Beneficiary. Nothing in this Agreement is intended to create any rights in any entity not a party to this Agreement nor is any person or entity not named a party herein a third party beneficiary to this Agreement.

16. No Public Official Liability. No provision of this Agreement nor any authority granted by this Agreement is intended to create or result in any personal liability for any public official or agent of a party, nor is any provision of this Agreement to be construed to create any such liability.

17. Assignment. The obligations in this Agreement are not subject to assignment.

18. Dispute Resolution – Governing Law – Venue. The parties shall jointly cooperate to resolve any disputes that arise hereunder. Any dispute shall first be considered by the administrative officials identified above. If such consideration does not resolve the dispute, the matter will be submitted to the chief executive officers of each party. If the matter remains unresolved, either party may seek appropriate relief in Yakima County Superior Court, which court shall be the venue for any action arising under this Agreement. This Agreement and all performance herein shall be construed in accordance with the laws of the State of Washington.

19. Complete Agreement. This Agreement contains the complete formulation of the parties with respect to the subject matter of this Agreement. There are no representations, agreements, or understandings, oral or written, by the parties relating to the subject matter to this Agreement that are not fully expressed in this Agreement. Each party acknowledges and represents to the other party that it is executing this Agreement solely in reliance upon its own judgment and knowledge and that it is not executing this Agreement based upon the representation or covenant of any other party, or anyone acting on such other party's behalf, except as expressly stated herein.

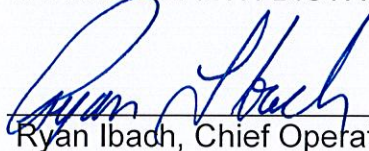
20. Survival. Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

WHEREFORE, this Agreement is executed and effective upon the date signed by the last party to sign below:

CITY OF YAKIMA

YAKIMA HEALTH DISTRICT

Robert Harrison, City Manager



Ryan Ibadh, Chief Operations Officer

ATTEST:

City Clerk