



A medical
volunteer
talks with
a patient
after
administering
his shot.

VII. Appendix Table of Contents

A digital appendix of supporting materials can be found at seattle.gov/fas/covid-report

	Page
A. Executive Orders and Contracts	41
1. COVID-19-Mayoral-Proclamation-of-Civil-Emergency	41
2. City of Seattle Test Site Lease 3820 6th Ave S.	45
3. Executed Test Site Lease for North Seattle	68
4. Mayor's Directive	108
5. Contract for Volunteer Management Software and Services with Seattle Center	111
6. First & Goal Inc. and City of Seattle Contract	137
7. Signetic Contract	159
8. Signetic Amendment	192
9. City of Seattle and King County Signed MOA for Test and Vaccine Sites	196
10. Swedish and City of Seattle Contract	205
11. Public Health FEMA Reimbursement Contract between City and County	253
12. EO 2021-08: COVID-19 Vaccination Requirements for City Contractors	292
B. Lumen Operations	298
1. Vaccine Administration Coordination Call Example	298
2. Lumen Unified Command Coordination Meeting Agenda Example	299
3. Lumen Unified Command Coordination Meeting Summary Example	300
4. Lumen Field JOC Meeting Agenda Example	302
5. Lumen Playbook	305
6. Lumen Unified Command Org Charts—Planning Phase	349
7. Organizational Chart for Community Vaccination Site at Lumen Field	350
8. Lumen Operational Layout	351
9. Lumen Field Daily Tick Tock Schedule Shifts 2 & 3 Example	352
10. Public Address Procedure	353
11. Press Notification and Coordination Procedure	354
12. Lumen Procedures and FAQs	356
13. Lumen Vaccine Operational Calendar	370
14. Lumen Field Exterior Signage Plan	373
15. Lumen Field Interior Signage Plan	374
C. Performance Dashboards and Planning	375
1. Vaccine Cost Decision Matrix	375
2. Emergency Spending Dashboard	375
3. FAS COVID-19 Complaint Dashboard	376
4. FAS City Construction Projects and Health and Safety Plan Dashboard	379
5. FAS Critical Supply Procurement and Warehousing Dashboard	380
6. PPE Task Force Team Agenda Example	381
7. Pacific Purchasing Exchange Agenda Example	382
8. Community Partner Participation Dashboard	383
9. COVID Vaccine Funding Agenda Example	384
10. Contractor COVID-19 Vaccination Requirement Work Plan	385
D. Signage Toolkits	386
1. Return to Worksite Operational Task Force Signage Toolkit	400
2. Community Vaccination Site at Lumen Field Signage Toolkit	410

A. Executive Orders and Contracts

MAYORAL PROCLAMATION OF CIVIL EMERGENCY

CITY OF SEATTLE

WHEREAS, Seattle Office of Emergency Management has reported to me on January 24, 2020 that the first reported case in Washington State and the United States occurred in Snohomish County; and that on February 28, 2020 Public Health Seattle and King County announced the first King County and United States death due to COVID-19 at Evergreen Hospital in Kirkland, Washington; and

WHEREAS, on March 3, 2020, 21 have tested positive for COVID-19 in King County; and that as of March 3, 2020, eight total deaths have been reported in King County; and

WHEREAS, as of March 3, 2020 the World Health Organization Situation Report confirms a total of 91,783 cases of COVID-19 in 74 countries, including 3,123 deaths; and that in the past few days, more confirmed cases have been found across the United States, including in new areas such as California, Illinois, Florida, Rhode Island, and New York; and

WHEREAS, as described in Section 2 of this proclamation, the situation is sufficiently serious that it is necessary that I declare a civil emergency within the City of Seattle and exercise the Mayor's civil emergency powers; and

WHEREAS, I have reviewed the situation, consulted with City Department Directors, including the Director of Public Health – Seattle and King County and the Local Health Officer, and verified the existence of the emergency cited below, and the necessity for me to take immediate, extraordinary action as outlined in this proclamation; NOW, THEREFORE,

I, JENNY A. DURKAN, AS MAYOR OF THE CITY OF SEATTLE DO PROCLAIM AND ORDER THAT:

SECTION 1. CIVIL EMERGENCY POWERS

A. A civil emergency exists requiring and authorizing me to exercise the emergency powers vested in me as Mayor by RCW Chapter 38.52, the Charter of the City of Seattle, Article V, Section 2, and Seattle Municipal Code Chapter 10.02 as described in this proclamation.

B. Effective upon my signing this proclamation, I will be exercising that authority through the issuance of Executive Orders and through the use and direction of City personnel, services and equipment and additional acts necessary to the management of this emergency; and

C. Pursuant to Seattle Municipal Code section 12A.26.040, it is unlawful for anyone to knowingly fail to obey an Emergency Order issued or proclaimed by me under authority of sections 10.02.010 or 10.02.020 of the Seattle Municipal Code.

SECTION 2. DETERMINATION OF EMERGENCY

Based on my review of the present circumstances, the report of Seattle Office of Emergency Management, and my consultations with City Department Directors, and the Director of Public Health - Seattle and King County and Local Health Officer, I proclaim that an emergency exists, as defined in SMC 10.02.010.A., due to the novel coronavirus (COVID-19), which to date has caused local deaths, serious infections, including pneumonia, and may have increased impact on our community members, small to large businesses, people experiencing homelessness, and city services. The response to this will require the use of all city resources and the need to access State and Federal resources and financial mechanisms. I have done so to such an extent as to require me to exercise the authority assumed in Section 1 and to take the extraordinary measures in Section 3 in order to prevent death or injury of persons and to protect the public peace, safety and welfare, and alleviate damage, loss, hardship or suffering.

SECTION 3. CONTRACTING AND BORROWING AUTHORITY

Pursuant to SMC Section 10.02.030, I hereby assume the authority to enter into contracts and incur obligations necessary to relieve the emergency, protect the health and safety of persons and property, and provide emergency assistance to the victims, and to exercise them in light of the exigencies of the situation without regard to time-consuming procedures and formalities prescribed by ordinance, statute, rule or regulation (excepting mandatory constitutional requirements), including, but not limited to the following limitations and requirements:

- The budget law (RCW 35.32A) and the adopted City budget;
- Competitive bidding and the publication of notices pertaining to the performance of public works (RCW 35.22.620 et seq.; RCW Chapters 39.04 through 39.12; SMC Chapter 3.18; and SMC Chapter 20.48, etc.);
- Entering into contracts;

- Incurring of obligations;
- Employment of temporary workers;
- Rental of equipment;
- Purchase of supplies and materials (including Seattle Municipal Code Chapters 10.02 and § 10.02.070); and
- Appropriation and expenditure of public funds.

Pursuant to SMC Section 10.02.020, in order to address danger to public health and safety as described above, regulatory permits required by city codes and review under SEPA will not be required to site or implement facilities needed to address COVID-19. I believe it is in the best interest of public safety, rescue and recovery efforts, and the protection of property that the exercise of certain rights be temporarily limited and the conditions of this order are designed to provide the least necessary restriction on those rights pursuant to SMC 10.02.025.

I intend to consult with the City Council wherever practical and present any such order at the earliest practicable time to the City Council for review and appropriate legislation.

SECTION 4. DELEGATION OF AUTHORITY

I delegate to the following City Department Directors the authority under my supervision to take the actions identified for and on behalf of the City:

A. To the Fire Chief and Police Chief, direction of any necessary population and property protection, as well as control of incidents and maintenance of public peace and order. Other departments and personnel will assist as requested.

B. I delegate to City Department Directors generally the authority to permit the use and closure of City facilities and equipment under their control for supplying necessary food, clothing, medicines, shelter or transportation to care facilities for people in need of assistance; to reassign personnel from their ordinary duties to work deemed necessary for the emergency without regard to job classifications, and to require work beyond normal working hours; to purchase supplies and materials necessary to address the emergency under SMC 10.02, SMC 10.02.070, and SMC 20.60; and to secure the assistance of volunteers and donations of supplies or the use of equipment in performing tasks that the department head deems most helpful in relieving the emergency.

SECTION 5. CIRCULATION

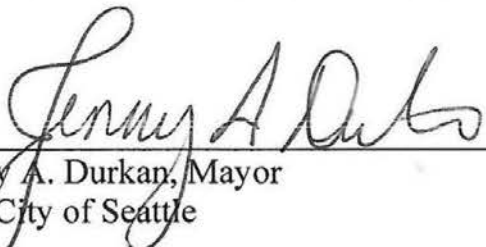
A copy of this proclamation and any Executive Order issued hereunder shall be delivered to the Governor of the State of Washington and to the County Executive of King County. To the extent practicable, a copy of this Proclamation and any Executive Orders issued hereunder shall be made available to all news media within the City and to the general public. In order to give the widest dissemination of this Proclamation to the public, as many other available means as may be practical to use shall be used, including but not limited to posting on public facilities and public address systems.

SECTION 6. PRESENTATION, RATIFICATION, TERMINATION

This proclamation shall immediately upon issuance, or as soon as practical, be filed with the City Clerk for presentation to the City Council for ratification and confirmation, modification, or rejection, and if rejected, shall be void. If the Council modifies or rejects this proclamation said modification or rejection shall be prospective only as provided by law and shall not affect any actions taken prior to the modification or rejection. In no case shall the City Council have any authority, during an emergency proclaimed by the Mayor pursuant to the Charter of the City of Seattle, Article V, Section 2, to impair or void the Mayor's direction of the Police Department during such emergency.

This proclamation shall be terminated by the issuance of another proclamation when I determine that extraordinary measures are no longer required for the protection of the public peace, safety and welfare, or by the passage of a termination resolution by not less than two-thirds (2/3) of all the members of the City Council. Before termination of this civil emergency, I or the City Council shall consult with the Chief of Police, the Fire Chief, the Director of Public Health – Seattle and King County, and the Director of the Office of Emergency Management to determine if there are any fiscal, public safety response or disaster recovery imperatives that require the continuation of emergency measures.

DATED this 3rd day of March, 2020 at 1:33 a.m./p.m.



Jenny A. Durkan, Mayor
The City of Seattle

LEASE

1. **Parties.** This Lease, dated for reference purposes only, May 24, 2020, is made by and between **Spear Investments, L.L.C.**, a Washington limited liability company (herein called "Landlord"), and **The City of Seattle, by and through its Facilities and Administrative Services Department**, a municipal corporation of the State of Washington, (herein called "Tenant").

WHEREAS In March 2020, the Mayor declared a State of Emergency because of the COVID-19 virus, and

WHEREAS the City has a short-term need for drive-thru COVID-19 testing facilities to protect the health and safety of persons and provide emergency assistance.

2. **Property.** Landlord hereby leases to Tenant and Tenant leases from Landlord upon the terms and conditions of this Lease, real property located in King County, Washington, commonly known as 3820 6th Avenue South, Seattle, Washington and more particularly described on Exhibit A attached hereto, together with all buildings, structures, fixtures and improvements now or hereafter located thereon and all rights, entitlements and appurtenances thereto (collectively, the "**Property**"). Landlord represents that it is the sole owner of the fee interest in the entire Property.

3. **Term.** The term of this Lease shall be for three (3) months. The term shall commence on June 1, 2020 (the "Commencement Date") and end on August 31, 2020,. Thereafter, the Lease continues on a month-to-month tenancy, either party can give thirty (30) day's notice to terminate the lease.

4. **Rent.** Tenant shall, without notice or demand, pay to Landlord as rent for the Property monthly installments as follows:

Lease Year (Stated in Years or Months)	Base Monthly Rent Amount
Month	
June 1, 2020 – August 31, 2020	\$20,000.00/Month, gross
Month to Month portion	\$20,000.00/Month, gross

Tenant shall continue to be obligated for Tenant's charges and expenses as specified within this Lease Agreement. Rent for any period during the term hereof which is for less than one (1) month shall be a pro rata portion of the monthly installment. Rent shall be payable on the first

of the month, in advance, without notice or demand and without any deduction, offset, or abatement, in lawful money of the United States of America to Landlord at the address stated herein or to such other persons or at such places as Landlord may designate in writing.

If any sums payable by Tenant to Landlord under this Lease are not received by the tenth (10th) day of each month Tenant shall pay Landlord in addition to the amount due, for the cost of collecting and handling such late payment, an amount equal to the greater of \$100 or 5 percent of such overdue amount. In addition, all delinquent sums payable by Tenant to Landlord and not paid within ten days of the due date shall, at Landlord's option, bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is less. Further, the parties agree that a Twenty-Five Dollar (\$25.00) charge shall be paid by Tenant to Landlord for any returned check.

Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Landlord claims.

5. Prepaid Rent. Upon signing this Lease, Tenant shall deposit with Landlord the sum of Twenty Thousand Dollars (\$20,000.00), which shall be applied to June, 2020 rent

6. Use.

6.1 Use. The Property shall be used and occupied only for general office, drive through medical testing and for no other purpose without prior written consent of Landlord, which consent may be withheld or conditioned as Landlord may deem appropriate within the exercise of its sole discretion. Tenant shall not allow any waste to be stored upon the Property, and any waste generated by Tenant shall be removed promptly from the Property.

6.2 Compliance with Law. Tenant shall not cause or permit the Property to be used in any way which violates any law, ordinance, or governmental regulation or order. Tenant shall be responsible for complying with all laws applicable to the Property as a result of Tenant's particular use. If the enactment or enforcement of any law, ordinance, regulation or code during the Lease term requires any changes to the Property during the Lease term, Tenant shall perform all such changes at its expense if the changes are required due to the nature of Tenant's activities at the Property, or to alterations that Tenant seeks to make to the Property; otherwise, Landlord shall perform all such changes at its expense.

6.3 Condition of Property. Landlord shall deliver the Property "broom clean" and with all electrical, mechanical and plumbing systems in good working order. Subject to the provisions of Section 6.3.1 below, Tenant accepts the Property in "as-is" condition. Tenant

hereby accepts the Property subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Property, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor Landlord's agent has made any representation or warranty as to the suitability of the Property for the conduct of Tenant's business.

6.5 Landlord's Rules and Regulations. Tenant shall faithfully observe and comply with the rules and regulations as attached in Exhibit "B". Landlord reserves the right from time to time to make reasonable modifications to said rules and regulations. The additions and modifications to those rules and regulations shall be binding upon Tenant upon receipt of a copy of them. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

7. Operating Costs.

7.1 Definition. "Operating Costs" shall mean all costs of operating, maintaining and repairing the Property, and including, without limitation, the following: all taxes and assessments (including, but not limited to, real and personal property taxes and assessments, local improvement district assessments, business improvement area (BIA) assessments and other special purpose assessments); insurance premiums paid by Landlord and (to the extent used) deductibles; management fees not to exceed 5%; water, sewer and all other utility charges (other than utilities separately metered and paid directly by Tenant); HVAC maintenance, refuse and trash removal; refurbishing and repainting; carpet replacement; pest control; lighting systems; fire sprinkler maintenance and testing, landscape maintenance; snow and ice removal; amortization of capital improvements as Landlord may in the future install undertaken in good faith with a reasonable expectation of reducing Operating Costs (the useful life of which shall be a reasonable period of time as determined by Landlord in Landlord's commercially reasonable discretion); labor, supplies, materials and tools. Operating Costs shall not include: (a) Landlord's income tax or general overhead, depreciation on the Property or equipment therein; (b) loan payments; (c) capital improvements to or major repairs of the Building shell (i.e. the Building structure, exterior walls and roof) not described in this paragraph; (d) major repair or replacement of parking area paving; (e) any costs regarding the operation, maintenance and repair of the Property paid directly by Tenant; (f) costs of preparing, improving or altering any space in preparation for occupancy of any new or renewal tenant; (g) equipment leasing costs, including costs of leasing equipment considered to be of a capital nature, consulting fees, brokerage commissions, accounting fees, legal fees, vacancy costs, rent or other concessions, and/or refurbishment or improvement expenses; (h) any and all collection costs, including legal fees and/or bad debt losses or reserves; (i) any otherwise permissible fees or costs to the extent in excess of prevailing and competitive rates; (j) any costs or expenses resulting from Landlord's violation of any agreement to which it is a party or violation of any applicable laws or ordinances or governmental rules, regulations or orders; (k) costs incurred by Landlord to the extent that Landlord is reimbursed by insurance

proceeds, governmental agencies or entities, or any tenant or other person; (m) costs relating to the negligence of Landlord or its contractors, agents or employees or the payment of any claims or damages; (n) costs associated with repairs or improvements the need for which arose prior to the date of this Lease; and (o) capital improvements as Landlord may in the future install to comply with governmental regulations and rules.

7.2 Payment of Operating Costs. All Operating Costs shall be at the Landlord's Expense and Tenant shall have no responsibility for same at any time

8. Maintenance, Repairs and Alterations.

8.1 Landlord's Obligations. Subject to the provisions of Article 10, and except for damage caused by any negligent or intentional act or omission of Tenant, Tenant's agents, employees or invitees, Landlord, at Landlord's sole cost and expense, shall keep in good order, condition and repair the warehouse and office floor slab, foundations, exterior walls and the exterior roof (see Article 8.2 below) of the Property, and in no event shall the expense of maintenance or repair of the same by Landlord be billed to Tenant. Landlord shall not however, be obligated to paint such exterior, nor shall Landlord be required to maintain the interior surface of exterior walls, windows, doors or plate glass. Landlord shall have the obligation to make or commence repairs under this Article 8.1 within 14 days of receipt of written notice of the need for such repairs.

8.2 Tenant's Obligations. Subject to the provisions of Article 8.1 and Article 10, Tenant, at Tenant's expense, shall keep in good order, condition and repair the Property and every part thereof (regardless of whether the damaged portion of the Property or the means of repairing the same are accessible to Tenant) including, without limiting the generality of the foregoing, all plumbing, HVAC, electrical and lighting facilities and equipment, fixtures, interior walls, ceilings, windows, doors, plate glass, skylights, tenant identification signs within the Property, asphalt pavement, and fences surrounding the Property including but not limited to damage due to break-ins, theft or vandalism.

8.3 Surrender. On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Property to Landlord in good condition, broom clean, ordinary wear and tear excepted. Tenant shall repair any damage to the Property occasioned by Tenant's use thereof, or by the removal of Tenant's trade fixtures, signs, furnishings and equipment pursuant to Article 7.5, which repair shall include the patching and filling of holes and repair of structural damage and roof penetrations.

8.3.A Cleaning. On or before the last day of the term hereof, Tenant shall do a thorough cleaning of all surfaces to protect against the spread of Covid-19.

8.4 Landlord's Rights. If Tenant fails to perform Tenant's obligations under this Article 8, Landlord may, at its option (but shall not be required to) enter upon the Property, after

ten (10) days prior written notice to Tenant or with no prior written notice if an emergency, and put the same in good order, condition and repair, and the cost thereof together with interest thereon at the rate of twelve percent (12%) per annum, shall become due and payable as additional rent to Landlord together with Tenant's next rental installment.

8.5 Alterations and Additions. (a) Tenant may make alterations, additions or improvements to the Property with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. The term "Alterations" shall not include painting or the repair, completion, or installation of similar surface finishes or the installation of shelves, movable partitions, Tenant's equipment, and trade fixtures which may be performed without damaging existing improvements or the structural integrity of the Property, and Landlord's consent shall not be required for Tenant's installation of those items. Tenant shall complete all Alterations at Tenant's expense in compliance with all applicable laws and in accordance with plans and specifications approved by Landlord. Landlord shall be deemed the owner of all Alterations except for those which Landlord requires to be removed at the end of the Lease term. Tenant shall remove all Alterations at the end of the Lease term unless Landlord conditioned its consent upon Tenant leaving a specified Alteration at the Property, in which case Tenant shall not remove such Alteration. Tenant will provide Landlord with as-built drawings of all alterations or improvements, if available.

(b) **Removal of Improvements.** Unless Landlord requires their removal, as set forth in Article 8.5(a), all alterations, improvements, or additions which may be made on the Property shall become the property of Landlord and remain upon and be surrendered with the Property at the expiration of the term. Notwithstanding the provisions of this Article 8.5(c), Tenant's machinery, equipment and trade fixtures, other than that which is affixed to the Property so that it cannot be removed without material damage to the Property, shall remain the property of Tenant and may be removed by Tenant subject to the provisions of Article 8.3. Tenant shall immediately repair any damage to the Property caused by required removal of alterations, improvements or additions including patching roof penetrations.

9. Insurance.

9.1 Insuring Party. As used in this Article 9, the term "Insuring Party" shall mean the party who has the obligation to obtain the insurance required hereunder. The Insuring Party in this case shall be Landlord. The cost of insurance shall be an Operating Cost in accordance with Article 7.

9.2 Liability Insurance. Tenant is self-insured, Tenant shall insure Landlord, Landlord's Lender, if any, and Tenant against all liability arising out of the Tenant's use, occupancy or maintenance of the Property and all areas appurtenant thereto. **Self-Insurance;** the Tenant maintains a fully funded self-insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. Landlord acknowledges, agrees

and understands that the Tenant is self-funded for all of its liability exposures for this Sublease. Tenant shall provide evidence of insurance coverage with additional insured endorsements. The insurance will be primary/non-contributory with any liability insurance carried by Landlord.

9.5 Waiver of Subrogation. Tenant and Landlord each waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage provided that this waiver of subrogation shall not in any manner absolve Tenant of its obligations to make repairs pursuant to Article 8.2 or its obligation to indemnify Landlord pursuant to Article 9.6. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

9.6 Hold Harmless. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims arising from Tenant's negligent acts or omissions and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any negligence of Tenant or any of its agents, contractors, invitees or employees and from any and all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Property from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, excepting where said damage arises out of negligent acts or omissions of Landlord.

9.7 Exemption of Landlord from Liability. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or from damage to the goods, wares, merchandise or other property of Tenant, nor, unless through its willful misconduct or negligent acts or omissions, shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents, contractors and invitees, whether such damage or injury is caused by illness, including Covid-19 or results from fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Property or upon other portions of the building of which the Property are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Landlord or Tenant.

10. Damage or Destruction. Partial damage is defined as not greater than twenty-five percent (25%) of the total rentable square feet of improved building area within the Property.

10.1 Partial Damage - Insured. Subject to the provisions of Article 7.1, if the Property are partially damaged and such damage was caused by a casualty covered under an insurance policy required to be maintained pursuant to Article 9.3, Landlord shall, at Landlord's expense, repair such damage as soon as reasonably possible, and this Lease shall continue in full force and effect. Notwithstanding the foregoing, Landlord shall have no obligation to restore the Property if insurance proceeds are not available to pay the entire cost of such restoration. If insurance proceeds are available to Landlord but are not sufficient to pay the entire cost of restoration, then Landlord may elect to terminate this Lease, effective as of the date of such casualty, and keep the insurance proceeds, by notifying Tenant within sixty (60) days of the date of such casualty.

10.2 Damage - Uninsured. In the event the Property may be damaged or destroyed by a casualty which is not covered by property insurance carried by Landlord, Landlord shall restore same, provided that if the damage or destruction is to an extent greater than ten percent (10%) of the then replacement cost of improvements on the Property (exclusive of Tenant's trade fixtures and equipment) then Landlord may elect not to restore and to terminate this Lease effective as of the date of the casualty. Landlord must give Tenant written notice of its election not to restore within sixty (60) days from the date Landlord received notice of such damage and, if not given, Landlord shall be deemed to have elected to restore and in such event shall repair any damage as soon as reasonably possible. In the event Landlord elects to give such notice of Landlord's intention to cancel and terminate this Lease, Tenant shall have the right within ten (10) days after receipt of such notice to give written notice to Landlord of Tenant's intention to repair such damage at Tenant's expense, without reimbursement from Landlord, in which event this Lease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as reasonably possible. If Tenant does not give such notice within such ten (10) day period, this Lease shall be canceled and terminated as of the date of the occurrence of such damage.

10.3 Total Destruction. Total destruction is defined as greater than twenty-five percent (25%) of the total rentable square feet of improved building area within the Property. If at any time during the term hereof the Property are totally destroyed from any cause whether or not covered by the insurance required to be maintained by the insuring party pursuant to Article 9.3 (including total destruction required by any authorized public authority), this Lease shall automatically terminate as of the date of such total destruction, unless Landlord elects to repair per Paragraph 10.1.

10.4 Damage Near End of Term. If the Property are partially destroyed or damaged during the last twelve (12) months of the term of this Lease, Landlord may, at Landlord's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Tenant of Landlord's election to do so within sixty (60) days after Landlord receives notice of occurrence of such damage.

10.5 Abatement of Rent.

(a) If the Property are partially destroyed or damaged and Landlord or Tenant repairs or restores them pursuant to the provisions of this Article 10, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Tenant's reasonable use of the Property is substantially impaired. Except for abatement of rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration.

(b) If Landlord shall be obligated to repair or restore the Property under the provisions of this Article 10 and shall not commence such repair or restoration within ninety (90) days after such obligations shall accrue, Tenant may, at Tenant's option, cancel and terminate this Lease by giving Landlord written notice of Tenant's election to do so at any time prior to the commencement of such repair or restoration. In such event this Lease shall terminate as of the date of such notice. Any abatement in rent shall be computed as provided in Article 10.5(a).

11. Real Property Taxes.

11.1 Payment of Taxes. Landlord shall pay all real property taxes applicable to the Property as described in Exhibit A during the term of this Lease including reasonable costs for attorneys or tax experts secured by Landlord in seeking reduction of the taxes assessed on the Property. Such payments shall not be reimbursed by Tenant. .

11.2 Definition of "Real Property Taxes". As used herein, the term "real property tax" shall include any form of assessment (including the SODO BIA assessment), license fee, tax on rent, levy, penalty, or tax (other than inheritance or estate taxes), imposed by any authority having the direct or indirect power to tax, including city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement district thereof, as against any legal or equitable interest of Landlord in the Property or in the real property of which the Property are a part, as against Landlord's right to rent or other income therefrom, or as against Landlord's business of leasing the Property.

11.3 Personal Property Taxes.

(a) Tenant shall pay prior to delinquency all taxes assessed against and levied upon leasehold improvements, fixtures, furnishings, equipment and all other personal property of Tenant contained in the Property or elsewhere. Tenant shall cause said leasehold improvements, trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord.

(b) If any of Tenant's personal property shall be assessed with Landlord's real property, Tenant shall pay Landlord the taxes attributable to Tenant within ten (10) business days after receipt of a written statement setting forth the taxes applicable to Tenant's property.

12. Utilities. Tenant shall pay for all water, gas, heat, light, power, telephone, internet and other utilities and services supplied to the Property, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay its pro-rata share of all such charges.

13. Assignment and Subletting.

13.1 Landlord's Consent Required. Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which Landlord shall not unreasonably withhold, condition or delay. Any attempted assignment, transfer, mortgage, encumbrance, or subletting without consent shall be void and shall constitute a breach of this Lease. No option to extend, if any, may be assigned by Tenant and no subtenant shall have any right to exercise any such option.

13.2 No Release of Tenant. Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation to pay the rent and to perform all other obligations to be performed by Tenant hereunder for the term of this Lease. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting, shall not be deemed consent to any subsequent assignment or subletting.

13.3 Assignment Fee. In the event that Landlord shall consent to a sublease or assignment under Article 13.1, Tenant shall pay to Landlord reasonable fees not to exceed Five Hundred Dollars (\$500) incurred in connection with giving such consent.

13.4 Subtenant Rent and Assignee Consideration. All rent received by Tenant from its subtenants in excess of the rent payable to Landlord under this lease shall be paid to Landlord; any sums payable by an assignee to Tenant in consideration of assignment of this lease shall be paid to Landlord.

13.5 Assignment by Landlord. Landlord shall be permitted freely to assign all of its rights and obligations hereunder, and upon such assignment of its obligations, Landlord shall no longer be liable under this Lease. Tenant hereby agrees to attorn to any assignee of Landlord's interest hereunder, whether such assignment is voluntary or by operation of law.

13.6 Reasonable Consent. In aid to Landlord's determination whether to consent to any assignment, transfer or subletting but without limiting reasons for which such consent may be withheld, Tenant, at Landlord's request, shall submit in writing to Landlord: (1) the name of the proposed subtenant, assignee or transferees; (2) the nature of the proposed subtenant's business to be carried on in the Property; (3) the terms and provisions of the proposed sublease, assignment or transfer, and (4) current financial statements of the subtenant or assignee and such other reasonable financial information as Landlord may request concerning the proposed

transaction and the proposed subtenant, assignee or transferee. Without limiting the authority of the Landlord to withhold reasonably its consent, Landlord may require any assignee or subtenant to assume all of the obligations of Tenant with respect to this Lease, but such assumption shall not release Tenant.

14. Defaults; Remedies.

14.1 Defaults. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) The vacation or abandonment of the Property by Tenant for a period of thirty (30) days or more.

(b) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days.

(c) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than described in Paragraph (b) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(d) (i) The making by Tenant of any general assignment, or general assignment for the benefit of creditors; (ii) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Property or Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

14.2 Remedies in Default. In the event of any such default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

(a) Terminate Tenant's right to possession of the Property by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Property to Landlord. In such event Landlord shall be entitled to recover from

Tenant all damages incurred by Landlord by reason of Tenant's default, including but not limited to: (i) the cost of recovering possession of the Property; and the unpaid rent that had been earned at the time of termination of this Lease; and (v) any other amount, and court costs necessary to compensate Landlord for all detriment proximately caused by Tenant's default as determined by the court having jurisdiction thereof.

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Property. In such event, Landlord shall be entitled to all of Landlord's rights and remedies under this Lease including the right to recover the rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Property are located.

(d) Any rent or other charge that is not paid when due shall bear interest from the date due until paid at the rate of twelve (12%) per annum or the maximum rate permitted by law, whichever is lower.

14.3 Default by Landlord. Unless a specific time period is set forth herein, Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Property, where name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performances within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

14.4 Cure by Landlord. Landlord, at any time after Tenant commits a default, may cure the default at Tenant's cost. If Landlord at any time by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord at the time the sum is paid shall be due from Tenant to Landlord, and if paid at a later date shall bear interest at the rate of twelve percent (12%) per annum from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant.

15. Condemnation. If the Property or any portion thereof are taken under the power of eminent domain, or sold by Landlord under the threat of the exercise of said power (all of which is herein referred to as "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession; whichever occurs first. If more than twenty-five percent (25%) of the floor area of the Property, or more than twenty-five percent (25%) of the Property not covered by buildings, is taken by condemnation, either Landlord or Tenant may terminate this Lease as of the date the condemning authority takes possession by

notice in writing of such election within twenty (20) days after Landlord shall have notified Tenant of the taking, or, in the absence of such notice, then within twenty (20) days after the condemning authority shall have taken possession.

If this Lease is not terminated by either Landlord or Tenant, then it shall remain in full force and effect as to the portion of the Property remaining, provided the rental shall be reduced in proportion to the floor area of the Property taken as it bears to the total floor area of the Property. In the event this Lease is not so terminated, then Landlord agrees, at Landlord's sole costs, as soon as reasonably possible, to restore the Property to a complete unit of like quality and character as existed prior to the condemnation. All awards for the taking of any part of the Property or any payment made under the threat of the exercise of power of eminent domain shall be the property of Landlord, whether made as compensation for diminution of value of the leasehold or for the taking of the fee or as severance damages; provided, however, that Tenant shall be entitled to any separately made award for loss of or damage to Tenant's trade fixtures and removable personal property and for moving expenses.

16. General Provisions.

16.1 Estoppel Certificate.

(a) Tenant shall, within ten (10) business days of Landlord's written request, execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent, security deposit, and other charges are paid in advance, if any, (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any, which are claimed, and (iii) such other representations or information with respect to Tenant of the Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Property may require. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Property.

(b) Tenant's failure to deliver such statement within such time period shall be conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) there are not uncured defaults in Landlord's performance, and (iii) not more than one (1) month's rent has been paid in advance.

(c) If Landlord desires to finance or refinance the Property, or any part thereof, Tenant hereby agrees to deliver to any lender designated by Landlord such financial statements of Tenant as may be reasonably required by such lender. Such statements shall include the past three (3) years' financial statements of Tenant. Upon receipt of a confidentiality agreement from lender, all such financial statements shall be delivered to lender or Landlord on behalf of lender, whoever so designated by lender. Tenant shall execute any estoppel certificate,

subordination agreement, and/or attornment agreement submitted to Tenant by Landlord for purposes of said financing; provided however, that such agreement(s) explicitly provides that Tenant shall not be disturbed in Tenant's quiet use and enjoyment of the Property as long as Tenant is not in default under the terms of this Lease.

16.2 Landlord's Interest. The term "Landlord" as used herein shall mean only the owner or owners at the time in question of the fee title, vendee's interest under a real estate contract, or a tenant's interest in a ground lease of the Property. In the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers, the then grantor) shall be relieved from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject to aforesaid, be binding upon Landlord's successors and assigns, only during their respective periods of ownership.

16.3 Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

16.4 Interest on Past Due Obligations. Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at twelve percent (12%) per annum from the due date or the maximum rate allowed by law, whichever is lower. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

16.5 Time of Essence. Time is of the essence.

16.6 Captions. Article and Paragraph captions are not a part hereof.

16.7 Incorporation of Prior Agreement; Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

16.8 Waivers. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

16.9 Recording. Tenant does not intend to record this Lease. Landlord acknowledges that this lease will be public knowledge and may be discussed in open public meetings. Landlord acknowledges that Tenant is subject to the Washington State Public Records Act, 42.56 RCW. Either party shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" memorandum of this Lease for recording purposes.

16.10 Holding Over. If Tenant remains in possession of the Property or any part thereof after the expiration of the term hereof without the express consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of 150% of the last monthly rental plus all other charges payable hereunder, and upon the terms hereof applicable to month to month tenancy.

16.11 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive, but shall wherever possible, be cumulative with all other remedies at law or in equity.

16.12 Covenants and Conditions. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

Covenant of Quiet Use and Enjoyment: Tenant shall not be disturbed in Tenant's quiet use and enjoyment of the Property

16.13 Binding Effect; Choice of Law; Proration. Subject to any provisions hereof restricting assignment or subletting by Tenant and subject to the provision of Article 13.2, this Lease shall bind the parties, their representatives, successors and assigns. This Lease shall be governed by the laws of the state where the Property are located. All prorations shall be on the basis of a thirty (30) day month.

16.14 Subordination.

(a) This Lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any hypothecation for security now or hereafter placed upon the real property of which the Property are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Property shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to the terms of this Lease. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease, or the date of recording thereof.

(b) Tenant agrees to execute and deliver any documents required to effectuate such subordination or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to do so.

16.15 Attorneys' Fees. If either party named herein brings an action to enforce the terms hereof or declare rights hereunder the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court.

16.16 Landlord's Access. After giving Tenant prior, reasonable notice, Landlord and Landlord's agents shall have the right to enter the Property at reasonable times for the purpose of inspecting the same, showing the same to prospective tenants, purchasers or lenders, and making such alterations, repairs, improvements or additions to the Property or to the building of which they are a part as Landlord may deem necessary or desirable. Landlord may at any time place on or about the Property any ordinary "For Sale" signs, and Landlord may at any time during the last one hundred twenty (120) days of the term hereof place on or about the Property any ordinary or "For Lease" signs all without rebate or rent or liability to Tenant.

16.17 Signs. Tenant shall not place any sign upon the Property without Landlord's prior written consent. All signs installed by Tenant shall be removed upon termination of this Lease with the sign location restored to its former state.

16.18 Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies, or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

16.19 Signing Authority. Each individual executing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Tenant and that this Lease is binding upon said company in accordance with its organizing documents.

16.20 Landlord's Liability. If Landlord is a joint venture or limited partnership or LLC, the liability of the partners of Landlord pursuant to this Lease shall be limited to assets of the partnership, joint venture or limited liability company, as the case may be, and Tenant, its successors and assigns, hereby waive all rights to proceed against any of the partners, or the officers, shareholders, or directors of any corporate partner of Landlord, except to the extent of their interest in the partnership.

16.21 Financing. Tenant shall not execute any document purporting to affect the Property or any other property of which the Property are a part, including, without limitation;

any financing statement, without prior written consent of Landlord, which may be withheld or conditioned in Landlord's sole discretion.

16.22 Inability to Perform. This Lease and the obligations of the Tenant hereunder shall not be effected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, force majeure, weather and acts of God, or any other cause beyond the reasonable control of Landlord, and Landlord shall not be liable for any such delay.

17. Completion Bond. Intentionally omitted.

18. Notices. Wherever under this Lease provision is made for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either via reputable overnight courier (e.g. FedEx) or sent by United States certified mail, postage prepaid, addressed to the address set forth herein below:

To Landlord: Spear Investments LLC
 c/o Brad Spear
 P.O. Box 15714
 Seattle, WA 98115
 Phone: 206-526-8517

To Tenant: City of Seattle
 Attn: Masmela Nonila
 P.O. Box 94689, SMT-52-60
 Seattle, WA 98124-4689
 nonila.masmela@seattle.gov
 206-255-5409

19. Hazardous Materials.

19.1 Definition of Hazardous Materials. For purposes of this Lease, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States.

19.2. Definition of Environmental Law. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment.

19.3. Use of Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, spilled, leaked, otherwise released into the environment or disposed of on, under, from or about the Property (which for purposes of this Article 19 shall include, but is not limited to, subsurface soil and ground water) by Tenant, its agents, employees, contractors or invitees.. Tenant may use or otherwise handle on the Property only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in Article 6.1. Tenant may store such Hazardous Substances on the Property only in quantities necessary to satisfy Tenant's ordinary operations. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Property. On the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Property. Without limiting any other rights or remedies of Landlord under this Lease, Tenant shall pay the cost of any cleanup work performed on, under or about the Property, the Building and the Project as required by this Lease or any applicable laws in connection with the removal, disposal, storage, transportation, neutralization or other treatment of such Hazardous Materials brought upon, stored, used, generated, spilled, leaked, otherwise released into the environment or disposed of on, under, from or about the Property by Tenant, its agents, employees contractors or invitees.

19.4 Incident Reporting Requirements. Tenant shall promptly notify Landlord of any release of Hazardous Materials, and shall promptly provide Landlord with true, correct, complete and legible copies of all items relating to Hazardous Materials on or about the Property that may be filed or prepared by or on behalf of, or delivered to or served upon, Tenant.

19.5 Indemnification. To the fullest extent permitted by law, including any applicable anti-deficiency statutes, Tenant hereby agrees to indemnify, hold h armless, protect and defend Landlord from and against any and all liabilities, losses, damages, judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other reasonable professional or consultant's expenses), whether foreseeable or unforeseeable, arising directly or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under or about the Property, by Tenant, its agents, employees, contractors, licensees or invitees. This indemnity shall survive the termination or expiration of this Lease. Landlord shall indemnify Tenant and hold Tenant harmless from any cost, liability, or expense imposed upon Tenant under any local, state or federal law, ordinance, statute, rule or regulation or judicial or administrative order because of or arising out of any

contamination of the Property or any contamination of the groundwater or surrounding lands because of or arising out of contamination of the Property that was not caused by the actions of Tenant, its agents, employees, contractors, licensees or invitees. This indemnity shall survive the termination or expiration of this Lease.

19.6. Testing. Tenant shall not perform any environmental testing on the Property without the prior written consent of Landlord, which will not unreasonably be withheld.

20. MISCELLANEOUS

20.1 Termination. The City may terminate this agreement for cause or convenience upon thirty (30) days written notice to Landlord.

20.2 Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by The City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to The City and The State of Washington, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

20.3. Byrd Anti-Lobbying

31 U.S.C. § 1352 (as amended). Contractors 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.

20.4 Access to Records Landlord agrees to provide the City of Seattle, the FEMA Administrator, or any of their authorized representatives access to any books, documents, papers, and records of the Landlord which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcripts. Landlord agrees to permit any of the foregoing parties to reproduce such records.

20.5 Procurement of recovered materials.

Landlord must comply with section 6002 of the Solid Waste Disposal Act, including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The parties hereto have executed this Lease at the place and on the dates specified immediately adjacent to their respective signatures.

Dated this 2 day of June, 2020,
at Seattle, WA.

"Landlord": SPEAR INVESTMENTS, L.L.C.

By: [Signature]
Title: Manager/Member

Dated this 1st day of June, 2020,
at Seattle, Washington.

"Tenant": THE CITY OF SEATTLE

By: Michelle Reed
Title: Chief Operating Officer

STATE OF

SS.

COUNTY OF King

This is to certify that on this 2 day of June 2020, before me the undersigned, a Notary Public in and for the State of WA duly commissioned and qualified, personally appeared Michelle Reed, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official sea, the day and year first above mentioned



Stacy L. Carter
Notary Public in and for the State of
residing at King County
My commission expires: 12/2/2021

STATE OF WASHINGTON

SS.

COUNTY OF King

This is to certify that on this 3rd day of June 2020, before me the undersigned, a Notary Public in and for the State of Washington duly commissioned and qualified, personally appeared Brad Sear, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official sea, the day and year first above mentioned.



[Signature]
Notary Public in and for the State of Washington
residing at Seattle
My commission expires: 06/01/2023

EXHIBIT A
LEGAL DESCRIPTION

Lots 1- 3 and 7-12, Block 265, Seattle Tide Lands;

Together with all that portion of vacated Maynard Avenue South adjoining said lots 1,2 and 3 which would attach thereto by operation of law;

Together with the North 10 feet of vacated South Bradford Street, adjoining said lots 1 and 12 which would attach thereto by operation of law as vacated by ordinance 114714 recorded November 21, 1989 under recording number 8911211566;

Together with the west half of vacated alley adjoining said lots 7,8, and 9;

And together with all of vacated alley adjoining said lots 1,2,3,10,11 and 12 as vacated by ordinance number 103164 recorded March 27, 1974 under recording number 7403270378;

Except that portion of Lots 8,9 and 10 Block 265 Conveyed to the City of Seattle by deeds recorded March 19, 1974 under recording number 7403190464 and 7403190465, for 6th Avenue South;

ALSO

Lot 1, Block 3 Phinney's Second Addition to the City of Seattle, as per plat recorded in Volume 2 of Plats, Page 8, in King County, Washington;

EXCEPT that portion thereof lying within the plat of Seattle Tide Lands;

Together with all that portion of vacated Maynard Avenue adjoining which would attach thereto by operation of law;

And together with the North 10 feet of vacated South Bradford Street adjoining which would attach thereto by operation of law, and lying between the west margin of Maynard Avenue South and West of a line measured 20 feet east of the west margin line of said Maynard Avenue South as vacated by ordinance No. 114714 recorded November 21, 1989 under recording number 8911211566.

EXHIBIT B
RULES & REGULATIONS

1. Any directory provided by Landlord for the building will be for the display of the name and location of Tenants, and Landlord reserves the right to exclude any other names.
2. Tenant shall provide Landlord with a key to the Property for emergency use.
3. Landlord reserves the right to exclude or expel from the common areas any person who, in the judgment of Landlord, is intoxicated, under the influence of drugs or who shall in any manner violate any of the rules and regulations.
4. Tenant shall not do or permit to be done within the Property anything which would unreasonably annoy or interfere with the rights of other tenants of the building.
5. Tenant shall not permit its employees or invitees to loiter in or about the common areas, or to obstruct any of the parking, truck maneuvering or other common areas, or to place, empty or throw any rubbish, litter, trash or material of any nature upon any common area.
6. No storage of materials, equipment or property of any kind is permitted outside the Property and any such property may be removed by Landlord at Tenant's risk and expense.
7. Tenant shall not make or permit any use of the Property which may be dangerous to life, limb or property or any noise, odor or vibrations to emit from the Property which are objectionable to Landlord or other occupants of the Building; or to create, maintain or permit a nuisance or any violation of any regulation of any governmental agency thereon.
8. Tenant shall not commit or permit to be committed any waste, damage or injury to the Property, the building or parking, loading and other common areas adjoining and shall promptly repair the same at its expense.
9. Tenant understands that any equipment required for maintenance of the Property is Tenant's responsibility and that Landlord has no equipment available for Tenant's use therefore, e.g., ladders or lifts for relamping, etc.
10. Tenant shall use the Property and shall operating its equipment on the Property in a safe and prudent manner, and any damage or cracks occurring in the floor of the Property shall be promptly repaired by Tenant at its expense.
11. Tenant shall not at any time display a "For Rent" sign upon the Property.
12. Intentionally omitted.

13. Tenant agrees to cause its employees to park only in such areas as may be designated by Landlord from time to time for employee parking.
14. Tenant shall not waste electricity or water and agrees to cooperate fully with Landlord to assure the most effective and economical use of utilities service as may be provided to the building by Landlord.
15. Tenant shall keep Landlord advised of the current telephone numbers of Tenant's employees who may be contacted in an emergency, i.e., fire, break-in, vandalism, etc. If Landlord shall deem it necessary to respond to such emergency in Tenant's behalf, Tenant shall pay all costs incurred for services ordered by Landlord to secure or otherwise protect the Property and the contents thereof, including a premium charge for any time spent by Landlord's employees in responding to such emergency.
16. Tenant shall not permit the Property to be used for residential purposes.

LEASE AGREEMENT

BETWEEN

APPLUS TECHNOLOGIES, INC.,

LANDLORD

AND

CITY OF SEATTLE,

TENANT

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 PREMISES.....	4
1.1 Construction; Suitability	4
1.2 Exhibits	4
ARTICLE 2 BUSINESS RIGHTS AND RESTRICTIONS	4
2.1 Use	4
2.2 Restrictions	4
ARTICLE 3 TERM; RENEWAL OPTIONS	4
3.1 Initial Term	4
3.2 Renewal Options.....	5
ARTICLE 4 RENT	5
4.1 Payment.....	5
4.2 First Partial Month	6
ARTICLE 5 SECURITY DEPOSIT	6
ARTICLE 6 TAXES.....	6
6.1 Personal Property Taxes	6
6.2 Real Property Taxes	6
6.3 Business Taxes.....	7
ARTICLE 7 UTILITIES AND SERVICES	7
7.1 Utilities and Services	7
7.2 Interruptions.....	7
ARTICLE 8 REPAIRS AND ALTERATIONS	7
8.1 No Landlord Repairs.....	7
8.2 Tenant's Repairs	8
8.3 Alterations.....	8
8.4 General Conditions	8
8.5 Americans with Disabilities Act Compliance.....	9
ARTICLE 9 INSURANCE.....	9
9.1 Liability Insurance	9
9.3 Waiver of Subrogation.....	9
9.4 Blanket Insurance.....	9
ARTICLE 10 DAMAGE AND RESTORATION.....	9
10.1 Damage and Destruction.....	9
10.2 Tenant's Work	10
10.3 Limitation of Obligations.....	10
10.4 Damage or Destruction at End of Term	10
10.5 Waiver.....	11

ARTICLE 11 RESERVED	11
ARTICLE 12 EMINENT DOMAIN	11
12.1 Definition	11
12.2 Total Taking.....	11
12.3 Partial Taking.....	11
12.4 Repair and Restoration.....	11
12.5 Award.....	12
12.6 Waiver.....	12
ARTICLE 13 INDEMNITY; WAIVER.....	12
13.1 Indemnification and Waivers.....	12
ARTICLE 14 OPERATION OF BUSINESS	14
ARTICLE 15 SIGNS AND ADVERTISING.....	14
ARTICLE 16 LIENS	15
ARTICLE 17 RIGHT OF ENTRY	15
ARTICLE 18 DELAYING CAUSES.....	15
ARTICLE 19 ASSIGNMENT AND SUBLEASE.....	16
19.1 Consent Required.....	16
19.2 Request For Consent.....	16
19.3 Recapture	16
19.4 General Conditions	17
19.5 Transfer to an Affiliate.....	17
19.6 Transfer Pursuant to Bankruptcy Code.....	17
ARTICLE 20 NOTICES.....	18
ARTICLE 21 SURRENDER OF POSSESSION	18
21.1 Surrender.....	18
21.2 Holding Over	19
ARTICLE 22 QUIET ENJOYMENT.....	19
ARTICLE 23 SUBORDINATION.....	19
ARTICLE 24 ESTOPPEL CERTIFICATE; FINANCIAL STATEMENTS	19
ARTICLE 25 DEFAULT	20
25.1 Default.....	20
25.2 Remedies.....	21
25.3 Interest.....	22
ARTICLE 26 INSOLVENCY	23
26.1 Breach of Lease.....	23
26.2 Operation of Law	23
26.3 Non-Waiver.....	23

26.4	Events of Bankruptcy.....	23
26.5	Landlord's Remedies	24
ARTICLE 27 REMEDIES CUMULATIVE		25
ARTICLE 28 RESERVED		25
ARTICLE 29 LIABILITY OF MANAGER.....		25
ARTICLE 30 NO PARTNERSHIP		25
ARTICLE 31 SUBTENANCIES.....		25
ARTICLE 32 SUCCESSORS		26
ARTICLE 33 REMOVAL OF TENANT'S PERSONAL PROPERTY		26
ARTICLE 34 EFFECT OF CONVEYANCE.....		26
ARTICLE 35 LANDLORD'S DEFAULT; NOTICE TO LENDER		26
35.1	Landlord's Default.....	26
35.2	Notice to Lender	27
35.3	Independent Covenants; Limitation of Remedies and Landlord's Liability.....	27
ARTICLE 36 CONSENT		27
ARTICLE 37 INTERPRETATION.....		27
ARTICLE 38 ENTIRE INSTRUMENT.....		27
ARTICLE 39 EASEMENTS; RECORDING.....		28
ARTICLE 40 SALE BY LANDLORD		28
ARTICLE 41 CHOICE OF LAW; WAIVER OF TRIAL BY JURY		28
ARTICLE 42 HAZARDOUS SUBSTANCES		28
42.1	Indemnity	28
42.2	Covenant	29
42.3	Definitions.....	29
42.4	Breach of Obligations	29
42.5	Handling; Notices	30
ARTICLE 43 AUTHORITY		31
ARTICLE 44 BROKERS		31
ARTICLE 45		
MISCELLANEOUS		31
EXHIBIT A – LEGAL DESCRIPTION		
EXHIBIT B – CONFIRMATION OF DELIVERY OF PREMISES		
EXHIBIT C – MOVE-OUT INSPECTION CHECKLIST		

LEASE AGREEMENT (Single Tenant)

Landlord hereby leases to Tenant and Tenant hereby leases and accepts from Landlord the premises hereinafter described in the terms and conditions set forth in this Lease Agreement, hereinafter called “this **Lease**”,

WHEREAS, in March 2020, the Mayor declared a State of Emergency because of the COVID-19 virus, and

WHEREAS the City has a short-term need for drive-thru COVID-19 testing facilities to protect the health and safety of persons and provide emergency assistance.

BASIC LEASE PROVISIONS

The following Basic Lease Provisions are hereby incorporated herewith as part of this Lease:

- | | | |
|----|--------------------------|---|
| A. | Lease Date: | May 29, 2020 |
| B. | Landlord: | Applus Technologies, Inc., a Delaware corporation |
| C. | Tenant: | City of Seattle, a municipal corporation of the State of Washington |
| D. | Tenant’s Trade Name: | City of Seattle |
| E. | Property: | The project including all improvements, structures, and parking facilities on the real property legally described on Exhibit “A” (the “ Property ”). |
| F. | Premises: | The Premises shall mean the entire Property and all improvements, structures thereon, which includes a building on the Property containing approximately 4,736 square feet (“ SF ”) on a 1.18-acre (51,474-square foot) site, located at 12040 Aurora Ave N., Seattle, Washington (the “ Building ”). |
| G. | Permitted Use: | for the use of general office, drive through medical testing and for no other purpose. |
| H. | Term: | Three (3) months, commencing on the Lease Commencement Date and terminating on the Expiration Date (the “ Lease Term ”). |
| I. | Possession Date: | June 1, 2020. |
| J. | Lease Commencement Date: | June 1, 2020. |

- K. Expiration Date: 11:59 p.m. on August 31, 2020.
- L. Rent Commencement Date: June 1, 2020.
- M. Minimum Monthly Rent:

Period	Monthly Rent
June 1, 2020 - August 31, 2020	\$20,000

- N. Security Deposit: \$5,000
- O. Initial Rent: \$20,000.00, to be paid by Tenant upon Tenant's execution hereof by check, wire transfer, or other "same day" funds, and which shall be applied toward Minimum Monthly Rent payable by Tenant for the month of June 2020.
- P. Landlord's Address for Notices: 120 S. Lasalle St., Suite 1450
Chicago, IL 60603
- Q. Landlord's Address for Rent Payments: Via EFT to:

Bank Name: JPMorgan Chase Bank
Bank IL ACH routing number: 071000013
Account Name: Applus Technologies, Inc.
Account Number: 686536806
- R. Tenant's Address for Notices: The Premises

With a copy to:

City of Seattle
Financial and Administrative Services
P.O. Box 94689, SMT-52-60
Seattle, WA 98124-4689
Attn: Nonila Masmela
- S. Landlord's Broker: Thad Mallory, Newman Knight Frank
- T. Tenant's Broker: None
- U. Renewal Options: Subject to mutual agreement by the parties, Tenant shall have the right to renew the Term for up to two (2) consecutive three (3)-month periods (see **Paragraph 3.2**).

ARTICLE 1 PREMISES

1.1 Construction; Suitability. On the Possession Date, Landlord shall deliver exclusive possession of the Premises to Tenant in good working order, including but not limited to parking lot drainage, roof, HVAC, triple catch basins, drains, and compressors. Tenant must notify Landlord of any deficiency in the foregoing within sixty (60) days after the Possession Date, in which event, as Tenant's sole remedy, Landlord shall cause such deficiency to be remedied at Landlord's sole cost. Except as expressly set forth in the preceding sentence, Tenant takes possession of the Premises in their current "as-is" condition. Landlord has no other obligation to perform any construction or other work to the interior or exterior of the Premises or elsewhere at the Property in preparation for Tenant's occupancy. Tenant's taking possession of the Premises or any portion thereof shall be conclusive evidence that the Premises or such portion were then in good order, repair and satisfactory condition. Except as expressly provided elsewhere herein, Tenant acknowledges that neither Landlord nor any agent or representative of Landlord has made any representation or warranty with respect to the suitability of the Premises for the use set forth in the **Basic Lease Provisions**, and that Tenant has entered into this Lease based solely upon its own investigation and inspection of the Property and the Premises.

1.2 Exhibits. The following drawings and special provisions are attached as exhibits and made a part of this Lease:

- Exhibit "A" – Legal Description
- Exhibit "B" – Confirmation of Delivery of Premises
- Exhibit "C" – Move-Out Inspection Checklist

ARTICLE 2 BUSINESS RIGHTS AND RESTRICTIONS

2.1 Use. The Premises shall be used solely for the Permitted Use set forth in the **Basic Lease Provisions** and for no other purpose or use whatsoever without the prior consent of the Landlord, which consent shall not be unreasonably withheld.

2.2 Restrictions. Tenant shall not, without Landlord's prior written consent, which consent Landlord may withhold in its sole discretion, bring or keep on the Premises any item or thing or permit any act thereon which is prohibited by any law, statute, ordinance or governmental regulation now in force or hereinafter enacted or promulgated.

ARTICLE 3 TERM; RENEWAL OPTIONS

3.1 Initial Term. The Term hereof shall commence on the Lease Commencement Date defined in the Basic Lease Provisions and shall terminate on the Expiration Date defined in the Basic Lease Provisions, unless earlier terminated or extended as set forth elsewhere herein. If Landlord encounters delays in delivering possession of the Premises to Tenant, this Lease will not be void or voidable, nor will Landlord be liable to Tenant for any loss or damage resulting from such delay. If, however, Landlord is unable to deliver possession of Premises within 30 days of

the contemplated Commencement Date, in its sole discretion Tenant may void this Lease. Tenant agrees to execute a certificate confirming the date of the Lease Commencement Date in the form of the certificate attached hereto as **Exhibit “B”**, which certificate shall be initialed by Landlord and attached to, and incorporated into, this Lease. Tenant does not intend to record the Lease or any lease commencement certificate. Landlord acknowledges that this lease will be public knowledge and may be discussed in open public meetings. Landlord acknowledges that Tenant is subject to the Washington State Public Records Act, 42.56 RCW. Commencing on the Possession Date, Tenant and Landlord shall comply with each and every term, covenant, condition and provision of this Lease, excepting only those provisions pertaining to Tenant’s obligation to pay Minimum Monthly Rent, which obligation shall commence on the Rent Commencement Date described in the Basic Lease Provisions.

3.2 Renewal Options. Provided that Tenant is not in default at the time of Tenant’s exercise notice described below, or at the time of commencement of the Renewal Term defined below, and provided further that Tenant has not been in monetary default hereunder more than once, and provided Landlord accepts Tenant’s Option Notice described below, Tenant shall have the right to renew the Term for up to two (2) consecutive periods of three (3) months each (each, a **“Renewal Term”**). Tenant may exercise the forgoing options only by delivering to Landlord written notice of Tenant’s intention to exercise such option (the **“Option Notice”**) no later than thirty (30) days prior to the last day of the then-effective Term. Subject to Landlord’s acceptance of Tenant’s Option Notice, each Renewal Term shall be on all of the terms and conditions contained in this Lease, except that there shall be no further renewal options after Tenant’s exercise of its second (2nd) option. The foregoing options to renew the Term of this Lease are exercisable only by the original Tenant which is named in the Basic Lease Provisions and is not assignable or transferable. Once delivered, an Option Notice cannot be cancelled or revoked by Tenant; provided, however, that if Landlord rejects Tenant’s Option Notice, then Tenant’s Option Notice shall be void and the Term shall not be so renewed. Absent the Tenant’s Option notice, this Lease shall become a month-to-month Lease, with continuance of all rights and obligations required under this Lease.

ARTICLE 4 RENT

4.1 Payment. Tenant shall pay to Landlord without prior demand, abatement, deduction, set-off, counter claim or offset, for all periods during the Lease Term, all sums provided in this **Paragraph 4.1** and all other additional sums as provided in this Lease, at the address set forth in the **Basic Lease Provisions**, payable in lawful money of the United States of America on the first day of each month, except that the Minimum Monthly Rent due for the first month (or first partial month) shall be prepaid on the date of execution of the Lease by Tenant. All sums of money required to be paid pursuant to the terms of this Lease are hereby defined as **“rent”** or **“Rent”**, including all sums as provided in **Paragraphs 4, 5, 6, 7, 8, and 9** and provided elsewhere in this Lease, whether or not the same are designated as such. Landlord’s acceptance of Tenant’s bank check or other funds shall not be deemed a waiver of Landlord’s right to thereafter demand and receive timely payment in immediately available funds.

(a) Minimum Monthly Rent. Commencing on the Rent Commencement Date, but subject to any Minimum Monthly Rent abatement period provided in the **Basic Lease**

Provisions, Tenant shall pay to Landlord Minimum Monthly Rent at the initial monthly rate provided in the **Basic Lease Provisions**.

(b) **Late Fee**. If Tenant shall fail to pay when due any installment of Minimum Monthly Rent or any other sum due under this Lease, a late fee equal to five percent (5%) of the overdue amount shall be payable by Tenant to reimburse Landlord for costs relating to collecting and accounting for said late payment(s).

(c) **Reserved**.

4.2 **First Partial Month**. If the first day of the Lease Term occurs on a day other than the first day of a calendar month; Minimum Monthly Rent for such partial month ending on the last day of the calendar month in which the Lease Term commences shall be prorated based on a 30-day month, and as so prorated shall be paid on the date of execution of the Lease.

ARTICLE 5 SECURITY DEPOSIT

Tenant has deposited with Landlord the Security Deposit set forth in the Basic Lease Provisions above, to be held by Landlord during the Term as set forth below. The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations hereunder, it being expressly understood that the Security Deposit shall not be considered as a measure of Tenant's damages in case of default by Tenant. Landlord may, in its sole discretion, from time to time without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any default under this Lease or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned to Tenant within a reasonable period after such termination, after deducting therefrom any unpaid obligation of Tenant to Landlord as may arise under this Lease, including, without limitation, the obligation of Tenant to restore the Premises upon termination of this Lease. If Landlord transfers its interest in the Premises during the Term of this Lease, Landlord may assign the Security Deposit to the transferee provided that such transferee accepts, in writing, to be bound by the terms of this Lease as the landlord hereunder.

ARTICLE 6 TAXES

6.1 **Personal Property Taxes**. Tenant shall pay before delinquency all license fees, public charges, taxes and assessments on the furniture, fixtures, equipment, inventory and other personal property of or being used by Tenant in the Premises, excluding any furniture, fixtures, equipment, inventory or other property owned by Landlord, whether or not owned by Tenant.

6.2 **Real Property Taxes**. Commencing on the Lease Commencement Date, Landlord shall pay directly to the taxing authorities all "**Taxes**" (as defined below). As used herein, Taxes shall mean all real property taxes, excises, license and permit fees, utility levies and charges,

business improvement districts, transport fees, trip fees, monorail and other light rail fees or assessments, transportation management program fees, school fees, fees assessed by air quality management districts or any governmental agency regulating air pollution or commercial rental taxes, and other governmental charges and assessments, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, and installments thereof (including any business and occupation tax imposed on Landlord, the Building or the Property, and any tax imposed on the rents collected therefrom or on the income generated thereby, whether or not substituted in whole or in part for real property taxes, as well as assessments and any license fee imposed by a local governmental body on the collection of rent), which shall be levied or assessed against all or any portion of the Premises, or imposed on Landlord for any period during the Term of this Lease.

6.3 Business Taxes. Tenant shall also pay (a) all special taxes and assessments or license fees now or hereafter levied, assessed or imposed by law or ordinance, by reason of Tenant's use of the Premises.

ARTICLE 7 UTILITIES AND SERVICES

7.1 Utilities and Services. Tenant shall arrange and pay for all utilities and services required or desired by it at the Premises, including without limitation electricity, water/sewer, HVAC/mechanical, gas, garbage/recycling, fire alarm, snow plowing, landscaping, security alarm, and janitorial services. Tenant shall be required to ascertain whether all existing utility equipment and services available at the Premises and the Property are adequate for Tenant's needs, and Landlord shall have no obligation to provide, or to make any improvements or upgrades to Building systems to enable the provision of, any specific types or quantities of utilities or services.

7.2 Interruptions. It is understood that Landlord does not warrant that any utilities or services will be free from interruption by virtue of a strike or a labor trouble or any other cause beyond Landlord's reasonable control. Such interruption of service shall never be deemed an eviction or disturbance of Tenant's use or possession of the Premises, or any part thereof, nor shall it render Landlord liable to Tenant for damages, by abatement or reduction of rent or otherwise, nor shall it relieve Tenant from performance of Tenant's obligations under this Lease, nor shall Tenant be relieved from the performance of any covenant or agreement in this Lease because of such failure or interruption.

ARTICLE 8 REPAIRS AND ALTERATIONS

8.1 No Landlord Repairs. Landlord has no duty or obligation to provide or perform any repairs or maintenance in, at, on, or about the Property or Premises at any time. Subject to the provisions herein, and except for damage caused by any negligent or intentional act or omission of Tenant, Tenant's agents, employees or invitees, Landlord, at Landlord's sole cost and expense, shall keep in good order, condition and repair the warehouse and office floor slab, foundations, exterior walls and the exterior roof of the Property, and in no event shall the expense of maintenance or repair of the same by Landlord be billed to Tenant. Landlord shall not however, be obligated to paint such exterior, nor shall Landlord be required to maintain the interior surface

of exterior walls, windows, doors or plate glass. Landlord shall have the obligation to make or commence repairs under this Article 8.1 within 14 days of receipt of written notice of the need for such repairs.

8.2 Tenant's Repairs. Subject to the provisions of Article 8.1 and Article 10, Tenant, at Tenant's expense, shall keep in good order, condition and repair the Property and every part thereof (regardless of whether the damaged portion of the Property or the means of repairing the same are accessible to Tenant) including, without limiting the generality of the foregoing, all plumbing, HVAC, electrical and lighting facilities and equipment, fixtures, interior walls, ceilings, windows, doors, plate glass, skylights, tenant identification signs within the Property, asphalt pavement, and fences surrounding the Property including but not limited to damage due to break-ins, theft or vandalism. Tenant shall cause all grease traps (if any) serving the Premises to be cleaned and serviced as often as may be required by law, ordinance or regulation or in order to keep the grease traps safe, sanitary and in good working order, and shall, within five (5) days of receipt, furnish to Landlord true copies of all receipts or other evidence of service from outside vendors who empty, clean or service the grease traps. In the event that Tenant fails to comply with the obligations set forth in this **Paragraph 8.2**, Landlord may, but shall not be obligated to, perform any such obligation on behalf of, and for the account of Tenant, and Tenant shall reimburse Landlord for all costs and expenses paid or incurred on behalf of Tenant in connection with performing the obligations set forth herein. Tenant expressly waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

8.3 Alterations. Tenant shall not make any alterations, decorations, changes, installations or improvements (collectively, "**Alterations**") in, to, or about the interior or exterior of the Premises without obtaining the prior written consent of Landlord, which Landlord may withhold, condition, or deny in its sole discretion. Tenant's request for Landlord's consent to perform any Alterations which may affect the HVAC system or cause penetration through the roof of the Building, must be accompanied by plans and specifications (to be prepared by Tenant at Tenant's sole cost) for the proposed Tenant Change in detail satisfactory to Landlord, together with notice of the identity of the licensed contractor which Tenant has or will engage to perform such work, plus a review fee not to exceed \$300.00. All such work shall be accomplished at Tenant's sole risk and expense, and Tenant shall, to the extent permitted by law including any applicable anti-deficiency statutes, indemnify, defend and hold harmless Landlord from and against any and all loss, cost, liability and expense (excluding consequential damages) relating to or arising from the Alterations. All Alterations shall become a part of the realty upon installation thereof.

8.4 General Conditions. Tenant shall at all times comply with the following requirements when performing any work pursuant to **Paragraphs 8.2 or 8.3**:

(a) Contractors. All contractors used by Tenant shall be licensed contractors who are experienced in the type of work to be performed.

(b) Compliance With Laws. All Alterations shall at all times comply with all laws, rules, orders and regulations of governmental authorities having jurisdiction thereof and all insurance requirements of this Lease, and, where applicable, shall comply with the plans and specifications approved by Landlord.

(c) Tenant's Responsibility. All Alterations shall be made and completed at Tenant's sole cost and expense, and the Property and the Premises shall be kept lien-free at all times by Tenant. Landlord shall have the right to post notices of non-responsibility at the Premises.

8.5 Americans with Disabilities Act Compliance. Landlord and Tenant acknowledge that, in accordance with the provisions of the Americans with Disabilities Act of 1990, together with its implementing regulations and guidelines (collectively, the "**ADA**"), responsibility for compliance with the terms and conditions of Title III of the ADA may be allocated as between the parties. Notwithstanding anything to the contrary contained in the Lease, Landlord and Tenant agree that Tenant shall be responsible for compliance with the ADA of Tenant's equipment, (including the removal of communications barriers and the provision of auxiliary aids and services to the extent required). Landlord shall be responsible for compliance with the ADA by removal of any architectural barriers existing at the Commencement Date. Landlord and Tenant each agree that the allocation of responsibility for ADA compliance shall not require either party to supervise, monitor or otherwise review the compliance activities of the other party with respect to its assumed responsibilities for ADA compliance as set forth in this paragraph.

ARTICLE 9 INSURANCE

9.1 Liability Insurance. **Self-Insurance**. The Tenant maintains a fully funded self-insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. Landlord acknowledges, agrees and understands that the Tenant is self-funded for all of its liability exposures for this Lease.

9.2

9.3 Waiver of Subrogation. Tenant hereby waives, and shall cause its insurance policy or policies to include a waiver of such carrier's, entire right of recovery (i.e., subrogation) against Landlord, and the officers, directors, agents, representatives, employees, successors and assigns of Landlord, for all claims which are covered or would be covered by the insurance required to be carried hereunder or which is actually carried by Tenant.

9.4 Blanket Insurance. Tenant shall be entitled to fulfill its insurance obligations hereunder by maintaining a so called "blanket" policy or policies of insurance. Such policy shall contain an endorsement that names Landlord as an additional insured or loss payee, references the Premises, and guarantees a minimum limit of coverage available for the obligations under this Lease at least equal to the insurance amounts required hereunder (e.g., via a Per Location Aggregate Limit endorsement). Tenant's right to fulfill its insurance obligations hereunder through a "blanket" policy shall be further subject to approval of such policy by Landlord's lender(s).

ARTICLE 10 DAMAGE AND RESTORATION

10.1 Damage and Destruction. If the Premises are at any time destroyed or damaged by a casualty and if as a result of such occurrence:

(a) the Premises are rendered untenable only in part, this Lease shall continue in full force and effect and Landlord shall, subject to **Paragraph 10.3** below, commence diligently to reconstruct, rebuild or repair the Premises to substantially their condition as of the Lease Commencement Date hereof (Landlord shall have no obligation to reconstruct any Tenant's Changes). In such event, Rent shall not abate unless Tenant's use of the Premises are materially impacted by the damage, in which case the rent shall proportionately be adjusted to reflect those periods the Tenant was unable to conduct its business on the Premises up to and until the Landlord has made suitable repairs to the Premises that allows Tenant to fully conduct its business.

(b) the Premises are rendered totally untenable, Landlord shall, subject to **Paragraph 10.3** hereof, commence diligently to reconstruct, rebuild or repair the Premises to substantially their condition as of the Lease Commencement Date hereof (Landlord shall have no obligation to reconstruct any Tenant's Changes). Rent shall abate for that period the Tenant is unable to use the Premises to conduct its business.

10.2 Tenant's Work. Upon receipt by Tenant of written notice that Landlord's Work has been substantially completed, Tenant shall forthwith complete all remaining restoration work required to fully restore the Premises for business fully fixtured, stocked, and staffed, including without limitation all Alterations. If the Premises have been closed for business, Tenant shall reopen for business for the permitted use set forth in the **Basic Lease Provisions**, but no later than thirty (30) days after notice that Landlord's Work is substantially completed.

10.3 Limitation of Obligations. Tenant shall assign to Landlord all proceeds of insurance to which Tenant is entitled relating to the Premises, Building and Property (other than to the extent allocable to any Alterations and Tenant's personal property and inventory) except for those portions of the proceeds allocable to Tenant's improvements. Notwithstanding anything to the contrary herein, in the event the Premises or Property are damaged as a result of any cause in respect of which there are no insurance proceeds available to Landlord or Tenant has not caused to be assigned to Landlord as required above, or the proceeds of insurance are insufficient in Landlord's commercially reasonable judgment to pay for the costs of repair or reconstruction, or any mortgagee or other person entitled to the proceeds of insurance does not consent to the payment to Landlord of such proceeds to fully restore the Premises or Property, or if the Premises or Property cannot be fully restored to its prior condition under land use, zoning, and building codes in force at the time a permit is sought for repair or reconstruction, then Landlord or Tenant may, without obligation or liability, terminate this Lease on thirty (30) days' written notice and all rent shall be adjusted as of the date the damage occurred, and Tenant shall vacate and surrender the Premises on the date set forth in Landlord's termination notice. If Landlord or Tenant does not elect to terminate this Lease in accordance with the terms of this **Article 10**, Landlord shall, following such destruction or damage, commence diligently to reconstruct, rebuild, or repair, as necessary, the Property. Further, if Landlord elects to repair, reconstruct, or rebuild the Property, or any part thereof, Landlord may use plans, specifications, and working drawings other than those used in the original construction of the Property, provided that they are reasonably approved in advance by Tenant.

10.4 Damage or Destruction at End of Term. Notwithstanding anything to the contrary contained herein, Landlord shall not have any obligation to repair, reconstruct, or restore the Premises or Property when the damage or destruction occurs during the last fifteen (15) days of

the Term of this Lease, and if Landlord so elects not to repair or restore, either party may thereupon elect to terminate this Lease, all property insurance proceeds shall be retained by Landlord, and all rent shall be adjusted as of the date the damage occurred.

10.5 Waiver. Tenant hereby waives any statutory and common law rights of termination which may arise by reason of any partial or total destruction of the Premises which Landlord is obligated to restore or may restore under any of the provisions of this Lease.

ARTICLE 11 RESERVED

ARTICLE 12 EMINENT DOMAIN

12.1 Definition. If there is any taking or condemnation of or transfer in lieu thereof for a public or quasi-public use of all or any part of the Property or the Premises or any interest therein because of the exercise or settlement due to threatened exercise of the power of eminent domain or inverse condemnation, whether by condemnation proceedings or otherwise (all of the foregoing being hereinafter referred to as “taking”) before or during the Term hereof, the rights and obligations of the parties with respect to such taking shall be as provided in this **Article 12**.

12.2 Total Taking. If there is a taking of all or substantially all of the Premises, this Lease shall terminate as of the date of such taking. All Minimum Monthly Rent and other amounts due under this Lease shall be paid by Tenant to the date of such termination.

12.3 Partial Taking. If less than all or substantially all of the Premises shall be taken, and a part thereof remains which is reasonably susceptible of occupation hereunder for the use permitted herein, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor or transferee, and the Minimum Monthly Rent payable hereunder shall be reduced by the proportion which the floor area taken from the Premises bears to the total SF of the Premises immediately before the taking; but in such event each of Landlord and Tenant shall have the option to terminate this Lease in its entirety as of the date when title to the part so condemned vests in the condemnor or transferee by giving written notice to the other party of such election within sixty (60) days after the date that title to the portion so taken vests in the condemnor or transferee. All Minimum Monthly Rent and other amounts due under this Lease shall be paid by Tenant to the date of any such termination. If any part of the Property is taken, but no part of the Premises is taken, and Landlord does not elect to terminate this Lease, the rent payable hereunder shall not be reduced, nor shall Tenant be entitled to any part of the award made therefor. In the event of termination, all Minimum Monthly Rent and other amounts due under this Lease shall be paid by Tenant to the date of such termination.

12.4 Repair and Restoration. If this Lease is not terminated as provided in this **Article 12**, Landlord shall, at its sole expense, restore with due diligence the remainder of the improvements occupied by Tenant so far as is practicable to a complete unit of like quality, character, and condition as that which existed immediately prior to the taking, provided that the scope of the work shall not exceed the scope of the work to be done by Landlord originally in construction of the Premises, and further provided that Landlord shall not be obligated to expend

an amount greater than that which was awarded to Landlord for such taking. Tenant, at its sole cost and expense, shall restore its furniture, fixtures and other allowed leasehold improvements to their condition immediately preceding such taking.

12.5 Award. In the event of any taking, Landlord shall be entitled to the entire award of compensation or settlement in such proceedings, whether for a total or partial taking or for diminution in the value of the leasehold or for the fee. Any such amounts shall belong to and be the property of Landlord. Without in any way diminishing the rights of Landlord under the preceding sentence, Tenant shall be entitled to recover from the condemnor such compensation as may be separately awarded by the condemnor to Tenant or recoverable from the condemnor by Tenant in its own right for the taking of trade fixtures and equipment owned by Tenant (meaning personal property, whether or not attached to real property, which may be removed without injury to the Premises) and for the expense of removing and relocating them, and for loss of goodwill, but only to the extent that the compensation awarded to Tenant shall be in addition to and shall not diminish the compensation awarded to Landlord as provided above.

12.6 Waiver. Tenant hereby waives any statutory and common law rights of termination which may arise by reason of any partial taking of the Premises under the power of eminent domain.

ARTICLE 13 INDEMNITY; WAIVER

13.1 Indemnification and Waivers.

(a) Indemnity. To the fullest extent permitted by law, including any applicable anti-deficiency statutes, and commencing on the Possession Date, Tenant shall, at Tenant's sole cost and expense, Indemnify Landlord Parties against all Claims arising from (i) any Personal and Advertising Injury, Bodily Injury or Property Damage whatsoever occurring in or at the Premises; (ii) any Bodily Injury to an employee of a Tenant Party arising out of and in the course of employment of the employee and occurring anywhere in the Property; (iii) the use or occupancy, or manner of use or occupancy, or conduct or management of the Premises or of any business therein; (iv) any act, error, omission or negligence of any of the Tenant Parties in, on or about the Premises or the Property; (v) the conduct of Tenant's business; (vi) any alterations, activities, work or things done, omitted, permitted or allowed by Tenant Parties in, at or about the Premises or Property, including the violation of or failure to comply with, or the alleged violation of or alleged failure to comply with any applicable laws, statutes, ordinances, standards, rules, regulations, orders, or judgments in existence on the date of the Lease or enacted, promulgated or issued after the date of this Lease; (vii) any breach or default by Tenant in the full and prompt payment of any amount due under this Lease, any breach, violation or nonperformance of any term, condition, covenant or other obligation of Tenant under this Lease, or any misrepresentation made by Tenant or any guarantor of Tenant's obligations in connection with this Lease; (viii) all damages sustained by Landlord as a result of any holdover by Tenant or any Tenant Party in the Premises; (ix) any liens or encumbrances arising out of any work performed or materials furnished by or for Tenant; or (x) commissions or other compensation or charges claimed by any real estate broker or agent with respect to this Lease by, through or, under Tenant; provided that this Indemnification shall

not apply to the extent Claims are caused by the sole or concurrent negligent acts or omissions of Landlord.

(b) Waivers. To the fullest extent permitted by law, Tenant, on behalf of all Tenant Parties, Waives all Claims against Landlord Parties arising after the Possession Date from the following: (i) any Personal and Advertising Injury, Bodily Injury, or Property Damage occurring in or at the Premises; (ii) any loss of or damage to property of a Tenant Party located in the Premises or other part of the Property by theft or otherwise; (iii) any Personal and Advertising Injury, Bodily Injury, or Property Damage to any Tenant Party caused by other third parties at the Property, occupants of property adjacent to the Property, or by the construction of any private, public, or quasi-public work occurring either in the Premises or elsewhere in the Property; (iv) any interruption or stoppage of any utility service or for any damage to persons or property resulting from such stoppage; (v) business interruption or loss of use of the Premises suffered by Tenant; (vi) any latent defect in construction of the Building; or (vii) any Bodily Injury to an employee of a Tenant Party arising out of and in the course of employment of the employee and occurring anywhere in the Property; provided that this waiver shall not apply to the extent of any injuries or damages caused by the gross negligence or intentional misconduct of Landlord or any Landlord Parties.

(c) Definitions. For purposes of this **Article 13**: (i) the term “Tenant Parties” means Tenant, and Tenant’s officers, members, partners, agents, employees, sublessees, licensees, invitees and independent contractors, and all persons and entities claiming through any of these persons or entities; (ii) the term “**Landlord Parties**” means Landlord and the members, partners, venturers, trustees and ancillary trustees of Landlord and the respective officers, directors, shareholders, members, parents, subsidiaries and any other affiliated entities, personal representatives, executors, heirs, assigns, licensees, invitees, beneficiaries, agents, servants, employees and independent contractors of these persons or entities; (iii) the term “**Indemnify**” means indemnify, defend and hold free and harmless for, from and against; (iv) the term “**Claims**” means all liabilities, claims, damages (except consequential damages), losses, penalties, litigation, demands, causes of action (whether in tort or contract, in law or at equity or otherwise), suits, proceedings, judgments, disbursements, charges, assessments, and expenses (including attorneys’ and experts’ fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding); (v) the term “**Waives**” means that the Tenant Parties waive and knowingly and voluntarily assume the risk of; and (vi) the terms “**Bodily Injury**”, “**Personal Injury**” and “**Property Damage**” will have the same meanings as in the form of commercial general insurance policy issued by Insurance Services Office, Inc. most recently prior to the date of the injury or loss in question.

(d) Scope of Indemnities and Waivers. The indemnities and waivers contained in this **Article 13** shall not apply to the extent of the percentage of liability that a final judgment of a court of competent jurisdiction establishes under the comparative negligence principles of the State in which the Premises are situated, that a Claim against a Landlord Party was proximately caused by the willful misconduct or negligent acts or omissions of that Landlord Party, provided, however, that in such event the indemnity or waiver will remain valid for all other Landlord Parties.

(e) Duty to Defend. Tenant’s duty to defend Landlord Parties is separate and independent of Tenant’s duty to Indemnify Landlord Parties.

(f) Obligations Independent of Insurance. The indemnification provided in this **Article 13** shall not be construed or interpreted as in any way restricting, limiting or modifying Tenant's insurance or other obligations under this Lease, and the provisions of this **Article 13** are independent of Tenant's insurance and other obligations. Tenant's compliance with the insurance requirements and other obligations under this Lease does not in any way restrict, limit or modify Tenant's indemnification obligations under this Lease.

(g) Waiver of Immunity. EACH OF LANDLORD AND TENANT HEREBY WAIVES ITS IMMUNITY WITH RESPECT TO THE PARTIES INDEMNIFIED UNDER THE PRECEDING PARAGRAPHS UNDER ANY INDUSTRIAL INSURANCE OR WORKERS COMPENSATION ACTS AND EXPRESSLY AGREES TO ASSUME POTENTIAL LIABILITY FOR ACTIONS BROUGHT AGAINST AN INDEMNIFIED PARTY BY THE INDEMNIFYING PARTY'S EMPLOYEES. THIS WAIVER HAS BEEN SPECIFICALLY NEGOTIATED BY THE PARTIES TO THIS LEASE AND EACH PARTY HAS HAD THE OPPORTUNITY TO, AND HAS BEEN ENCOURAGED TO, CONSULT WITH INDEPENDENT COUNSEL REGARDING THIS WAIVER.

(h) Survival. The provisions of this **Article 13** will survive the expiration or earlier termination of this Lease until all Claims against Landlord Parties involving any of the indemnified or waived matters are fully and finally barred by the applicable statutes of limitations.

ARTICLE 14 OPERATION OF BUSINESS

Tenant shall (a) keep the Premises and exterior and interior portions of windows, doors and all other glass or plate glass fixtures in a neat, clean, sanitary and safe condition; (b) refrain from burning any papers or refuse of any kind in the Property; (c) store in the area designated by Landlord all trash and garbage in neat and clean containers so as not to be visible to members of the public and arrange for the regular pick-up and cartage of such trash or garbage at Tenant's expense; (d) observe and promptly comply with all governmental requirements and insurance requirements affecting the Premises; (e) not use or suffer or permit the Premises or any part thereof to be used for any use other than the Permitted Use set forth in the **Basic Lease Provisions** or in any manner that will constitute a nuisance or unreasonable annoyance to the public or to Landlord, or that will injure the reputation of the Property, or for any extra hazardous purpose or in any manner that will impair the structural strength of the Building; and (f) not cause or permit any waste to be committed on the Premises or the Property.

ARTICLE 15 SIGNS AND ADVERTISING

Tenant may at its own expense erect and maintain upon the interior areas of the Premises all signs and advertising matter customary and appropriate in the course of Tenant's use as permitted under this Lease. All signs and other similar advertising media shall comply with all applicable governmental requirements. Except for signs which comply with the terms of this Article, Tenant shall not erect, place, paint, or maintain in or on the Premises, any advertising device audible from outside the Premises. Tenant shall at its own expense maintain and keep in

good repair all installations, signs, and advertising devices which it is permitted to maintain under this Lease.

ARTICLE 16

LIENS

Tenant shall keep the Premises and the Property free of any liens or claims of lien arising from any work performed, material furnished or obligations incurred by Tenant. Notwithstanding the foregoing, in the event that any lien is recorded in connection with Tenant's work or materials, Tenant shall, within ten (10) business days after request, post such bond as will release said property from the lien claimed.

ARTICLE 17

RIGHT OF ENTRY

Landlord and its authorized agents and representatives shall be entitled to enter the Premises at all reasonable times and upon at least forty-eight (48) hours' prior notice (except in an emergency, when no prior notice shall be required), to inspect them, to make the repairs which Landlord is obligated to make under this Lease, to show them to prospective tenants, purchasers or lenders, to cure a default of Tenant, to post any notice provided by law that relieves a landlord from responsibility for the acts of a tenant, to comply with any governmental requirements or insurance requirements, and for any other lawful purpose relating to Landlord's rights and obligations under this Lease. Nothing in the preceding sentence shall imply or impose a duty to make repairs which Tenant has agreed to make hereunder. Landlord may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, provided that the parking areas and entrance to the Premises shall not be unreasonably blocked. Tenant shall not alter any lock or install a new or additional lock or any bolt on any door of the Premises, which Landlord requires access to without furnishing Landlord with a key for any lock and obtaining Landlord's prior permission. Landlord shall have the right to use any reasonable means which Landlord may deem proper to enter the Premises in an emergency. Landlord's entry to the Premises pursuant hereto shall not under any circumstances be construed to be a forcible or unlawful entry into the Premises or an eviction of Tenant from the Premises.

ARTICLE 18

DELAYING CAUSES

If either party is delayed in the performance of any covenant of this Lease because of any of the following causes (referred to elsewhere in this Lease as a "**delaying cause**"): acts of the other party, action of the elements, war, riot, labor disputes, inability to procure or general shortage of labor or material in the normal channels of trade, delay in transportation, delay in inspections, or any other cause beyond the reasonable control of the party so obligated, whether similar or dissimilar to the foregoing, financial inability excepted, then, such performance shall be excused for the period of the delay; and the period for such performance shall be extended for a period equivalent to the period of such delay, except that the foregoing shall in no way affect Tenant's obligation to pay Rent or any other amount payable hereunder, or the length of the Term of this Lease.

ARTICLE 19 ASSIGNMENT AND SUBLEASE

19.1 Consent Required. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not assign this Lease or any interest herein or any right or privilege appurtenant hereto, or hypothecate, encumber, or otherwise grant any security interest in or to the Lease, the Premises, or any alterations, betterments, or improvements therein, or sublet, license, grant any concessions, or otherwise give permission to anyone other than Tenant to use or occupy all or any part of the Premises (hereinafter sometimes referred to as a “**Transfer**”), without the prior written consent of Landlord, which consent may be withheld, conditioned, and/or denied in Landlord’s reasonable discretion. Any actual or attempted Transfer without the Landlord’s prior written consent or otherwise in violation of the terms of this Lease shall, at Landlord’s election, be void and shall confer no rights upon any third person, and shall be a non-curable default under this Lease which shall entitle Landlord to terminate this Lease upon ten (10) days’ written notice to Tenant at any time after such actual or attempted Transfer without regard to Landlord’s prior knowledge thereof. The acceptance of rent by Landlord from any person or entity shall not be deemed to be a waiver by Landlord of any provision of this Lease or a consent to any Transfer. A consent by Landlord to one or more Transfers shall not be deemed to be a consent to any subsequent Transfer. In addition, any option to extend or renew the Term hereof, to terminate this Lease early, or to expand or contract the size of the Premises shall be personal to Tenant, and shall not be Transferred without the prior written consent of Landlord in accordance with the terms of this **Article 19**.

19.2 Request For Consent. If Tenant shall desire Landlord’s consent to any Transfer, Tenant shall notify Landlord in writing, which notice shall include: (a) the proposed effective date (which shall be not less than forty five (45) days nor more than one hundred eighty (180) days after Tenant’s notice); (b) the portion of the Premises subject to the Transfer; (c) all of the terms of the proposed Transfer and the consideration therefor; (d) the name and address of the proposed transferee; (e) a copy of the proposed sublease, instrument of assignment and all other documentation pertaining to the proposed Transfer; (f) current financial statements of the proposed transferee certified by an officer, partner or owner thereof; (g) any information reasonably requested by Landlord to enable Landlord to determine the financial responsibility, character, and reputation of the proposed transferee and the nature of such transferee’s business and the proposed use the Premises; and (h) such other information as Landlord may reasonably request, together with the sum of \$1,500.00 which shall be applied towards Landlord’s review and processing expenses.

19.3 Recapture. Upon receipt of Tenant’s request for consent to any Transfer, Landlord may elect, by written notice given to Tenant within thirty (30) days after receipt of the information required pursuant to **Paragraph 19.2** above, to recapture the affected space by terminating this Lease as to that portion of the Premises covered by the proposed sublease or assignment, effective upon a date specified by Landlord, which date shall not be earlier than thirty (30) days nor later than sixty (60) days after Tenant’s request for consent, with a proportionate reduction of all rights and obligations of Tenant hereunder that are based on the area of the Premises.

19.4 General Conditions. If Landlord does not elect to recapture the affected Premises or deny its consent to a Transfer, the granting of such consent shall be subject to the following conditions:

(a) Payment of Transfer Premium. Tenant shall pay to Landlord one-half of any Transfer Premium derived by Tenant from such Transfer. “**Transfer Premium**” shall mean all rent and any other consideration payable by a subtenant, assignee, or other transferee in excess of the Minimum Monthly Rent payable by Tenant under this Lease (on a per square foot basis, if less than all of the Premises is Transferred—e.g., pursuant to a sublease), after deducting therefrom any brokerage commissions in connection with the Transfer actually paid by Tenant to an unaffiliated broker. If any part of the consideration for such Transfer shall be payable other than in cash, Landlord’s share of such non-cash consideration shall be in such form as is reasonably satisfactory to Landlord. The Transfer Premium payable hereunder shall be due within ten (10) days after Tenant receives such payments.

(b) Continued Liability of Tenant. Tenant shall remain primarily liable on its covenants hereunder unless released in writing by Landlord. In the event of any assignment or sublease which is consented to by Landlord, the transferee shall agree in writing to perform and be bound by all of the covenants of this Lease required to be performed by Tenant.

19.5 Transfer to an Affiliate. The sale, assignment, transfer or disposition, whether or not for value, by operation of law, gift, will, or intestacy, of (a) twenty-five percent (25%) or more of the issued and outstanding stock of Tenant if Tenant is a corporation, or (b) the whole or a partial interest of any general partner, joint venturer, associate or co tenant, if Tenant is a partnership, joint venture, association or co tenancy, shall be deemed a Transfer and shall be subject to the provisions of this **Article 19**. Notwithstanding the foregoing, Landlord hereby acknowledges and consents to Tenant’s right, without further approval from Landlord but only after written notice to Landlord, to sublease the Premises or assign its interest in this Lease (i) to a corporation that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Tenant; (ii) in the event of the merger or consolidation of Tenant with another corporation; provided that immediately following the events enumerated in clauses (i) to (ii) above, the tangible net worth of the new Tenant, calculated in accordance with generally accepted accounting principles, consistently applied, is reasonably acceptable to Landlord, and such new Tenant has a favorable credit standing (collectively, the “**Permitted Transfers**”). No Permitted Transfer shall relieve Tenant of its liability under this Lease and Tenant shall remain liable to Landlord for the payment of all Minimum Monthly Rent and Additional Rent and the performance of all covenants and conditions of this Lease applicable to Tenant.

19.6 Transfer Pursuant to Bankruptcy Code. Anything to the contrary notwithstanding, if this Lease is assigned (or all or a portion of the Premises is sublet) to any person or entity pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. 101 et. seq. (the “**Bankruptcy Code**”), any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment or subletting shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of its estate within the meaning of the Bankruptcy Code. Any and all monies or other consideration constituting Landlord’s property under the preceding sentence not paid or delivered to Landlord

shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord. Any assignee pursuant to the Bankruptcy Code shall be deemed to have assumed all of Tenant's obligations under this Lease. Any such assignee shall on demand by Landlord execute and deliver to Landlord a written instrument confirming such assumption.

ARTICLE 20 NOTICES

All notices, requests and demands to be made hereunder shall be in writing at the address set forth in the **Basic Lease Provisions**, as applicable, by any of the following means: (a) personal service (including service by recognized overnight delivery/courier service, such as UPS or FEDEX); or (b) certified mail, return receipt or tracking service requested. Such addresses may be changed by notice to the other party given in the same manner provided above. Any notice, request, or demand sent pursuant to clause (a) of this **Article 20** shall be deemed received upon such personal delivery or service (or the date of refusal, if personal service or delivery is refused), and if sent pursuant to clause (b), shall be deemed received three (3) days following deposit in the mails.

ARTICLE 21 SURRENDER OF POSSESSION

21.1 **Surrender**. At the expiration of the tenancy created hereunder, whether by lapse of time or otherwise, Tenant shall surrender the Premises in good condition and repair, and shall remove all of its personal property, furniture, fixtures, and equipment, and all cabling and wiring installed by or for Tenant. In addition, upon the expiration or earlier termination of the tenancy created hereunder, Tenant shall completely sanitize the Premises per Washington State Department of Health guidelines for COVID-19. Sanitization of the Premises shall extend to any and all parts thereof, including ventilation systems, and clean-up and/or removal of any hazardous and/or biohazardous substance. Notwithstanding the provisions of Article 42 below, for purposes of this Section, "hazardous and/or biohazardous substance" includes any substance or material which because of their quantity, concentration, or physical, chemical, or infectious characteristics may cause or pose a present or potential hazard to human health when improperly handled, treated, stored, transported, disposed of, or otherwise managed. Landlord shall have the right to elect to require Tenant to remove any or all of Tenant's Work and/or any of Tenant's Changes or other alterations, by written notice given to Tenant not later than thirty (30) days before the scheduled Expiration Date hereof. Tenant shall comply with the requirements of **Exhibit "C"** attached hereto at its sole expense, including without limitation the repair of any damage occasioned by the installation, maintenance or removal of Tenant's personal property, furniture, fixtures, equipment, cabling and wiring, as well as any Tenant's Work, Tenant's alterations or Tenant's Changes that Tenant is hereby required to remove, and the removal of any generators or storage tanks installed by or for Tenant (whether or not the installation was consented to by Landlord), and the removal, replacement, or remediation of any aspect of the Property, including but not limited to the Building, soil, material or ground water contaminated by Tenant's Permittees, all as may then be required by applicable Laws. At Landlord's election, Landlord shall have the right to perform any or all of Tenant's obligations under this paragraph, in which event Tenant shall reimburse Landlord's costs incurred in connection therewith within ten (10) days after demand by Landlord.

21.2 Holding Over. If Tenant fails to surrender the Premises at the expiration or earlier termination of this Lease, occupancy of the Premises after the termination or expiration shall be that of a tenancy at sufferance. Tenant's occupancy of the Premises during the holdover shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to 150% of the sum of the Minimum Annual Rent and Additional Rent due for the period immediately preceding the holdover. No holdover by Tenant or payment by Tenant after the expiration or early termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Landlord is unable to deliver possession of the Premises to a new tenant, or to perform improvements for a new tenant, as a result of Tenant's holdover, Tenant shall be liable to Landlord for all damages, including, without limitation, consequential damages, that Landlord suffers from the holdover. Nothing herein shall be construed as consent to such holding over.

ARTICLE 22 QUIET ENJOYMENT

Subject to the provisions of this Lease and conditioned upon performance of all of the provisions to be performed by Tenant hereunder, Landlord shall secure to Tenant during the Lease Term the quiet and peaceful possession of the Premises and all rights and privileges appertaining thereto, free from hindrance or molestation by Landlord and those claiming by, through or under Landlord.

ARTICLE 23 SUBORDINATION

Unless otherwise required by a lender, this Lease shall be subordinate to any mortgage or deed of trust held by any lender, now or hereafter in force against the Premises or the Property or any part thereof, and to all advances made or to be made upon the security thereof, provided that, with respect to subsequent liens, Landlord procures from the mortgagee or lienholder an agreement for the benefit of Tenant and such mortgagee stating in part that, so long as Tenant discharges the obligations on its part to be kept and performed under the terms of this Lease, its tenancy will not be disturbed and the Lease will be recognized. If any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Landlord, Tenant shall, at the option of the lender or other purchaser at any such foreclosure or sale, attorn to and recognize the purchaser as the Landlord under this Lease. Although this subordination shall be self-operating, Tenant agrees, within ten (10) days following the request of Landlord, to execute an agreement as may be reasonably requested by Landlord or its lender(s) to confirm such subordination and the other provisions of this Article.

ARTICLE 24 ESTOPPEL CERTIFICATE; FINANCIAL STATEMENTS

Within twenty (20) days after written request from the other party, the requested party shall deliver a certificate, in form and content reasonably acceptable to the requested party, to any proposed Mortgagee of Landlord or purchaser of Landlord's interest in the Premises, or to the

requesting party, certifying (if such be the case or if not the case, specifying with particularity any exception) to the following: (i) that this Lease is in full force and effect and has not been amended, modified, supplemented or superseded; (ii) that, to certifying party's knowledge, there is no existing default on the part of the requesting party in its performance or observance of this Lease; and (iii) the date through which Rent and other charges have been paid. Tenant acknowledges that it has provided Landlord with certain financial statement(s) as a material inducement to Landlord's agreement to lease the Premises to Tenant, and that Landlord has relied on the accuracy of such financial statement(s) in entering into this Lease. Tenant represents and warrants that the information contained in such financial statement(s) is true, complete and correct in all material respects. Within ten (10) days from request by Landlord, Tenant will make available to Landlord or to any prospective purchaser or lender of the Property, audited financial statements of Tenant and any guarantor, provided, if Tenant is not a publicly traded entity, that Landlord or any such prospective purchaser or lender agrees to maintain such statements and information in confidence, and provided further that if audited financial statements of Tenant are not available at the time of such request, Tenant may deliver unaudited statements prepared in accordance with generally accepted accounting principles consistently applied and certified to be true and correct by Tenant's chief financial officer. Notwithstanding the foregoing, so long as the named Tenant herein is a publicly traded corporation and its financial information is readily available to the public, Tenant will not be required to deliver additional financial statements to Landlord.

ARTICLE 25 DEFAULT

25.1 Default. The occurrence of any or more of the following events shall constitute a material breach and default of this Lease (each, an “**Event of Default**”):

(a) Any failure by Tenant to pay Minimum Monthly Rent, Additional Rent or any other charge within ten (10) days after written notice from Landlord; or

(b) Any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant not provided for in subparagraph (a) above and subparagraphs (c), (d) and (e) below where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant, provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a thirty (30) day period, an Event of Default shall not exist if Tenant shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice; or

(c) Abandonment or vacation of the Premises (which shall include Tenant's failure to take possession of the Premises at the time provided in this Lease) by Tenant; or

(d) A general assignment by Tenant for the benefit of creditors, or the filing by or against Tenant of any proceeding under any insolvency or bankruptcy law, or the appointment of a trustee or receiver to take possession of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease; or

(e) The occurrence of an Event of Default as defined in any other provision of this Lease.

25.2 Remedies.

(a) Reentry and Termination. Upon and during the continuance of an Event of Default, Landlord, in addition to any other remedies available to Landlord at law or in equity, at Landlord's option, may without further notice or demand of any kind to Tenant or any other person:

1. Declare the Lease Term ended and reenter the Premises and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim to the Premises; or

2. Without declaring this Lease ended, reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and collect any unpaid Minimum Monthly Rent and other charges, which have become payable, or which may thereafter become payable; or

3. Even though Landlord may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

(b) Express Termination Required. Should Landlord have reentered the Premises under the provisions of **Paragraph 25.2(a)(2)** above, Landlord shall not be deemed to have terminated this Lease, or the liability of Tenant to pay any Minimum Monthly Rent, or other charges thereafter accruing, or to have terminated Tenant's liability for damages under any of the provisions of this Lease, by any such reentry or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that Landlord had elected to terminate this Lease. Tenant further covenants that the service by Landlord of any notice pursuant to the unlawful detainer statutes of the State where the Property is situated and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary at the time of or at any time subsequent to the serving of such notices and such election is evidenced by a written notice to Tenant) be deemed to be a termination of this Lease.

(c) Damages. Should Landlord elect to terminate this Lease pursuant to the provisions of **Paragraphs 25.2(a)(1)** or **25.2(a)(3)** above, Landlord may recover from Tenant as damages, the following:

1. The worth at the time of award of any unpaid Minimum Monthly Rent, or other charges which had been earned at the time of such termination.

2. any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to any costs or expenses incurred by Landlord in (i) retaking possession of the Premises, including reasonable attorneys' fees, (ii) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises to restore the Premises to the condition as of the Commencement Date for such reletting.

(d) Alternative Damages. Should Landlord elect to bring an action against Tenant in unlawful detainer or for damages or both or otherwise (and Landlord may bring as many actions as Landlord may elect to bring throughout the Lease Term), without terminating this Lease, Landlord may recover from Tenant as damages the following:

1. The worth at the time of award of any unpaid Minimum Monthly Rent or other charges which had been earned at the time Landlord recovered possession of the Premises; plus

2. Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease, including but not limited to, any costs or expenses incurred by Landlord in (i) retaking possession of the Premises, including reasonable attorneys' fees, (ii) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises for such reletting,

(e) Definitions. As used in **Paragraphs 25.2(c)(1), 25.2(c)(2), and 25.2(d)(1)** above, the "worth at the time of award" is computed by allowing interest at the rate of fifteen percent (15%) per annum. As used in **Paragraphs 25.2(c)(3) and 25.2(d)(2)** above, the "**worth at the time of award**" is computed by discounting such amount at the discount rate of the Federal Reserve Bank situated nearest to the location of the Property at the time of award plus one (1) percentage point.

(f)

(g) Cumulative Remedies. The remedies given to Landlord in this **Paragraph 25** shall be in addition and supplemental to all other rights or remedies which Landlord may have at law, in equity or by statute and the exercise of any one remedy shall not preclude the subsequent or concurrent exercise of further or additional remedies.

(h) No Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition of this Lease. The subsequent acceptance of Minimum Monthly Rent, Additional Rent or other charges due hereunder shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular amount so accepted regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such amount. No covenant, term, or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing and signed by Landlord.

25.3 Interest. Any sum accruing to Landlord under the terms and provisions of this Lease which shall not be paid when due shall bear interest at the interest rate provided herein from the date the same becomes due and payable by the terms and provisions of this Lease until paid, unless otherwise specifically provided in this Lease. The interest rate which shall apply shall be the lesser of (i) fifteen percent (15%) per annum or (ii) the highest rate allowed by applicable law.

ARTICLE 26 INSOLVENCY

26.1 Breach of Lease. Subject to the applicable United States Bankruptcy Code and other laws, the filing of any petition by or against Tenant under any chapter of the Bankruptcy Act, or any successor statute thereto, or the adjudication of Tenant as a bankrupt or insolvent, or the appointment of a receiver or trustee to take possession of all or substantially all of the assets of Tenant, or a general assignment by Tenant for the benefit of creditors, or any other action taken or suffered by Tenant under any state or federal insolvency or bankruptcy act, shall constitute a default under and breach of this Lease by Tenant, regardless of Tenant's compliance with the other provisions of this Lease; and Landlord at its option by written notice to Tenant may exercise all rights and remedies provided for in **Article 25**, including the termination of this Lease, effective of such notice, without the necessity of further notice under **Article 25**.

26.2 Operation of Law. Neither this Lease, nor any interest herein, nor any estate created hereby, shall pass by operation of law under any state or federal insolvency or bankruptcy act to any trustee, receiver, assignee for the benefit of creditors or any other person whatsoever without the prior written consent of Landlord, which shall not be unreasonably withheld. Any purported transfer in violation of the provisions of this **Paragraph 26.2** shall constitute a default under and breach of this Lease, regardless of Tenant's compliance with the other provisions of this Lease; and Landlord at its option by written notice to Tenant may exercise all rights and remedies provided for in Article 25, including the termination of this Lease, effective on service of such notice without the necessity of further notice under **Article 25**.

26.3 Non-Waiver. The acceptance of rent at any time and from time to time by Landlord from Tenant as debtor in possession or from a transferee of the type mentioned in **Paragraph 26.2**, shall not preclude Landlord from exercising its rights under this **Article 26** at any time hereafter.

26.4 Events of Bankruptcy.

(a) Tenant's becoming insolvent, as that term is defined in Title 11 of the United States Code, entitled Bankruptcy, U.S.C. Sec. 101 et. seq. (the "**Bankruptcy Code**"), or under the insolvency laws of the State in which the Premises are situated ("Insolvency Laws");

(b) The appointment of a receiver or custodian for any or all of Tenant's property or assets, or the institution of a foreclosure action upon any of Tenant's real or personal property;

(c) The filing of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws;

(d) The filing of an involuntary petition against Tenant as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is either not dismissed within sixty (60) days of filing, or results in the issuance of an order for relief against the debtor, whichever is later; or

(e) Tenant's making or consenting to an assignment for the benefit of creditors or a common law composition of creditors.

26.5 Landlord's Remedies.

(a) Termination of Lease. Upon occurrence of an Event of Bankruptcy, Landlord shall have the right to terminate this Lease by giving written notice to Tenant; provided, however, that this **Paragraph 26.5(a)** shall have no effect while a case in which Tenant is the subject debtor under the Bankruptcy Code is pending, unless Tenant or its Trustee is unable to comply with the provisions of **Paragraph 26.5(d)** and **(e)** below. At all other times this Lease shall automatically cease and terminate, and Tenant shall be immediately obligated to quit the Premises upon the giving of notice pursuant to this **Paragraph 26.5(a)**. Any other notice to quit, or notice of Landlord's intention to re-enter is hereby expressly waived. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done and performed shall cease without prejudice; subject, however, to the rights of Landlord to recover from Tenant all rent and any other sums accrued up to the time of termination or recovery of possession by Landlord, whichever is later, and any other monetary damages or loss of reserved rent sustained by Landlord.

(b) Suit for Possession. Upon termination of this Lease pursuant to **Paragraph 26.5(a)**, Landlord may proceed to recover possession under and by virtue of the provisions of laws of any applicable jurisdiction, or by such other proceedings, including re-entry and possession, as may be applicable.

(c) Non-Exclusive Remedies. Without regard to any action by Landlord as authorized by **Paragraph 26.5(a)** and **(b)** above, Landlord may at its discretion exercise all the additional provisions set forth in **Article 25**.

(d) Assumption or Assignment by Trustee. In the event Tenant becomes the subject debtor in a case pending under the Bankruptcy Code, Landlord's right to terminate this Lease pursuant to **Paragraph 26.5(a)** shall be subject to the rights of the Trustee in Bankruptcy to assume or assign this Lease. The Trustee shall not have the right to assume or assign this Lease unless the Trustee (i) promptly cures all defaults under this Lease, (ii) promptly compensates Landlord for monetary damages incurred as a result of such default, and (iii) provides adequate assurance of future performance on the part of Tenant as debtor in possession or on the part of the assignee Tenant.

(e) Adequate Assurance of Future Performance. Landlord and Tenant hereby agree in advance that adequate assurance of future performance, as used in **Paragraph 26.5(d)** above, shall mean that all of the following minimum criteria must be met: (i) Tenant must pay its estimated pro rata share of the cost of all services provided by Landlord (whether directly or through agents or contractors and whether or not previously included as part of the Minimum Monthly Rent), in advance of the performance or provision of such services; (ii) reserved; and (iii) the Trustee must agree that the use of the Premises as stated in this Lease will remain unchanged and that no prohibited use shall be permitted.

(f) Failure to Provide Adequate Assurance. In the event Tenant is unable to (i) cure its defaults, (ii) reimburse the Landlord for its monetary damages, (iii) pay the rent due under this Lease and all other payments required of Tenant under this Lease on time (or within three (3) days), or (iv) meet the criteria and obligations imposed by **Paragraph 26.5(d)** above, Tenant

agrees in advance that it has not met its burden to provide adequate assurance of future performance, and this Lease may be terminated by Landlord in accordance with **Paragraph 26.5(a)** above.

ARTICLE 27 REMEDIES CUMULATIVE

The various rights, elections, and remedies of Landlord contained in this Lease shall be cumulative, and no one of them shall be construed as exclusive of any other, or any right, priority, or remedy allowed or provided for by law.

ARTICLE 28 RESERVED

ARTICLE 29 LIABILITY OF MANAGER

If Landlord retains the services of a Property Manager, said Property Manager is Landlord's manager and rental agent in all matters concerning this Lease and the Premises, and Tenant, until notified in writing to the contrary by either the Landlord or Property Manager or the Assignee of Landlord's interest under this Lease, shall recognize and be entitled to rely on such agency and pay all rental, furnish all statements, and give any notice which Tenant may be under the duty of giving hereunder, or may elect to give hereunder, to Property Manager at its offices instead of to the Landlord. As long as such agency shall exist, the rights and options extended to Landlord shall be deemed extended to Property Manager, and each and every other term and provision of this Lease which is in any way beneficial to the Landlord, including especially every stipulation against liability, or limiting liability, shall inure to the benefit of Property Manager and its agents and shall be applicable to Property Manager and its agents in the same manner and as fully and with the same effect as to Landlord. Whenever Landlord's consent is required, Tenant shall request such consent from Property Manager. The consent of Property Manager shall be deemed the consent of Property Manager and Landlord.

ARTICLE 30 NO PARTNERSHIP

Landlord shall not in any way for any purpose be deemed a partner, joint venturer or member of any joint enterprise with Tenant.

ARTICLE 31 SUBTENANCIES

The voluntary or other surrender of this Lease by Tenant or a mutual cancellation of this Lease shall not effect a merger and shall, at Landlord's option, terminate all existing subtenancies or operate as an assignment to Landlord of any or all of such subtenancies.

ARTICLE 32 SUCCESSORS

This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. The term “**successors**” is used herein in its broadest possible meaning and includes, but is not limited to, every person succeeding to any interest in this Lease or the premises of Landlord or Tenant herein whether such succession results from the act or omission of such party. Every covenant and condition of this Lease shall be binding upon all assignees, subtenants, licensees, and concessionaires of Tenant.

ARTICLE 33 REMOVAL OF TENANT’S PERSONAL PROPERTY

Upon the expiration of the Term of this Lease or upon any earlier termination thereof, Tenant shall remove at its own expense all trade fixtures, equipment, and personal property (collectively called “**Tenant’s Personal Property**”) in this Lease which were installed by Tenant or any subtenant, concessionaire or licensee in or upon the Premises. In case of any injury or damage to the Building or any portion of the Premises resulting from the removal of Tenant’s Personal Property, Tenant shall promptly pay to Landlord the cost of repairing such injury or damage. If Tenant fails to so remove Tenant’s Personal Property, Landlord may, at Landlord’s option, retain any or all thereof, and title thereto shall thereupon vest in Landlord without the execution of documents or sale or conveyance by Tenant; or Landlord may remove any or all items thereof from the Premises and dispose of them in any manner Landlord sees fit, and Tenant shall pay upon demand to Landlord the actual expense of such removal and disposition together with interest from the date of payment by Landlord until repayment by Tenant.

ARTICLE 34 EFFECT OF CONVEYANCE

If, during the Term of this Lease, Landlord conveys its interest in the Property, the Premises or this Lease, then, from and after the effective date of such conveyance, Landlord shall be released and discharged from any and all further obligations and responsibilities under this Lease, and the transferee shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such transferee, to have assumed and agreed to carry out any and all of the subsequent covenants and obligations of the Landlord under this Lease. Any security given by Tenant to secure performance of its obligations hereunder may be transferred and assigned by Landlord to such transferee.

ARTICLE 35 LANDLORD’S DEFAULT; NOTICE TO LENDER

35.1 Landlord’s Default. In the case of a default by Landlord, Landlord shall commence promptly to cure such default immediately after receipt of written notice from Tenant specifying the nature of such default and shall complete such cure within thirty (30) days thereafter, provided that if the nature of such default is such that it cannot be cured within said thirty (30) day period, Landlord shall have such additional time as may be reasonably necessary to complete its

performance, so long as Landlord has proceeded with diligence after receipt of Tenant's notice and is then proceeding with diligence to cure such default.

35.2 Notice to Lender. Whenever Tenant serves notice on Landlord of Landlord's default, written notice shall also be served at the same time upon the mortgagee under any first mortgage or beneficiary under any first deed of trust, so long as Landlord has provided Tenant with written notice of such mortgagee. Such mortgagee or beneficiary shall have the periods of time within which to cure Landlord's defaults as are provided in **Paragraph 35.1**, which periods shall commence to run ten (10) days after the commencement of the periods within which Landlord must cure its defaults under **Paragraph 35.1**. In this connection, any representative of the mortgagee or beneficiary shall have the right to enter upon the Premises for the purpose of curing the Landlord's default. Such mortgagee or beneficiary shall notify Landlord and Tenant in the manner provided by **Article 20** of the address of such mortgagee or beneficiary to which such notice shall be sent, and the agreements of Tenant hereunder are subject to prior receipt of such notice.

35.3 Independent Covenants; Limitation of Remedies and Landlord's Liability. The obligations of Landlord and Tenant, respectively, under this Lease are expressly agreed by the parties to be independent covenants

ARTICLE 36 CONSENT

In consideration of each covenant made elsewhere under this Lease wherein one of the parties agrees not to unreasonably withhold its consent or approval, the requesting party hereby releases the other and waives all claims for any damages arising out of or connected with any alleged or claimed unreasonable withholding or consent or approval, and the requesting party's sole remedy shall be to seek injunctive relief to have the consent granted.

ARTICLE 37 INTERPRETATION

The captions by which the articles and paragraphs of this Lease are identified are for convenience only, and shall not affect the interpretation of this Lease. Wherever the context so requires, the singular number shall include the plural, the plural shall refer to the singular and the neuter gender shall include the masculine and feminine genders. If there is more than one signatory hereto as Tenant, the liability of such signatories shall be joint and several. If any provision of this Lease shall be held to be invalid by a court, the remaining provisions shall remain in effect and shall in no way be impaired thereby.

ARTICLE 38 ENTIRE INSTRUMENT

It is understood that there are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This is the final and complete expression of the parties' agreement,

all of the agreements heretofore and contemporaneously made by the parties are contained in this Lease, and this Lease cannot be modified in any respect except by a writing executed by Landlord and Tenant. All terms and conditions hereof shall apply on the date of mutual execution hereof except as otherwise expressly set forth herein. Time is of the essence hereof.

ARTICLE 39 EASEMENTS; RECORDING

This Lease is made expressly subject to any conditions, covenants, restrictions, easements, and other matters now or hereafter of record against the Premises or the Property. Tenant does not intend to record this Lease. Landlord acknowledges that this lease will be public knowledge and may be discussed in open public meetings. Landlord acknowledges that Tenant is subject to the Washington State Public Records Act, 42.56 RCW.

ARTICLE 40 SALE BY LANDLORD

The Premises and/or Landlord's interest under this Lease may be freely sold or assigned by Landlord, and in the event of any such sale or assignment, the covenants and obligations of Landlord herein shall be binding on each successive "landlord," and its successors and assigns, only during their respective periods of ownership.

ARTICLE 41 CHOICE OF LAW; WAIVER OF TRIAL BY JURY

The laws of the State in which the Premises are situated shall govern this Lease. Tenant hereby waives trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto on any matters whatsoever arising out of or in any way connected with this Lease, including without limitation, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation.

ARTICLE 42 HAZARDOUS SUBSTANCES

42.1 Indemnity. To the extent permitted by law, including any applicable anti-deficiency statutes, Tenant shall be solely responsible and liable for, and shall indemnify, defend and hold harmless Landlord for, from and against any and all Hazardous Substances existing on the Premises or the Property or any other property, or present in or on the air, ground water, soil, buildings or other improvements or otherwise in, on, under or about the Premises or the Property or any other property, resulting solely from the Handling by Tenant's Permittees of any Hazardous Substance during the period of Tenant's occupancy or use of the Premises. Without limiting the generality of the foregoing, Tenant shall, at any time during the Term of the Lease and at the end of the Term of the Lease, perform all work necessary to render the Premises or any other property "clean" and free of all Hazardous Substances Handled solely by Tenant's Permittees, in accordance with all present and then-applicable Laws.

42.2 Covenant. Tenant shall not cause or permit any Hazardous Substance to be Handled in, upon, under or about the Premises (or any part thereof) or any part of the Property by Tenant's Permittees without the prior written consent of Landlord. Notwithstanding the foregoing, Tenant shall promptly deliver to Landlord true copies of all governmental permits and approvals relating to the Handling of Hazardous Substances and all correspondence sent or received by Tenant's Permittees regarding any Handling of Hazardous Substances in or about the Premises, including, without limitation, inspection reports and citations.

42.3 Definitions. As used in this **Article 42**, the following terms shall have the following definitions:

(a) **"Hazardous Substance"** means any polychlorinated biphenyls, petroleum products, asbestos, and any substance or material which because of their quantity, concentration, or physical, chemical, or infectious characteristics may cause or pose a present or potential hazard to human health when improperly handled, treated, stored, transported, disposed of, or otherwise managed, and/or other hazardous, toxic or radioactive substance or waste the release, discharge, emission, storage, handling or disposal of which is or becomes regulated by any existing or future Hazardous Substance Law. Notwithstanding the foregoing, Hazardous Substances do not include commercial products used or consumed in the normal course of general office or drive-through or walk-up medical testing use, to the extent and degree they are stored, used, and disposed of in a commercially reasonable manner in compliance with Hazardous Substance Laws.

(b) **"Handle"** or **"Handled"** or **"Handling"** means generated, produced, brought upon, used, handled, stored, treated or disposed of.

(c) **"Tenant's Permittees"** means and includes Tenant, Tenant's employees, licensees, contractors, subcontractors, representatives, agents, officers, partners, directors, subtenants, sub subtenants and invitees.

(d) **"Laws"** means all applicable present and future laws, ordinances, rules, regulations, statutes, requirements, actions, policies, and common law of any local, state, Federal or quasi-governmental agency, body, board or commission.

42.4 Breach of Obligations. If Tenant breaches the obligations set forth in **Paragraphs 42.1** and **42.2** of this Lease, or if the presence of Hazardous Substances in, upon, under or about the Premises caused or permitted solely by Tenant's Permittees Handling thereof, results in contamination of the Premises or any other property, or if contamination of the Premises or any other property by Hazardous Substances otherwise occurs or exists at any time during or after the Term of this Lease, resulting solely from Tenant's Permittee's Handling of any such Hazardous Substances at the Premises, then Tenant shall, to the extent permitted by law, including any applicable anti-deficiency statutes, indemnify, defend and hold Landlord harmless from and against any and all liabilities, costs, expenses, claims, judgments, damages, penalties, fines or losses (including without limitation, claims by any government agency or other third parties, and sums paid in settlement of claims, attorneys' fees, consultants' fees, experts' fees and the like) which arise at any time during the Term of this Lease or after the Term of this Lease as a direct result therefrom. The foregoing obligation of Tenant to indemnify, defend and hold Landlord harmless shall survive and extend beyond the expiration or earlier termination of this Lease and

includes, without limitation, indemnification against all reasonable costs incurred in connection with any investigation of site conditions or any studies, testing, reports, monitoring, clean-up, detoxification, decontamination, repairs, replacements, restoration and remedial work required by any federal, state or local governmental agency, authority or political subdivision because of any Hazardous Substance present in soil, ground water, air, buildings or other improvements or otherwise in, upon, under or about the Premises or the adjacent Property or any other property, air or water. Without limiting the foregoing, if the presence of any Hazardous Substance in, on, under or about the Premises or the Property due solely to the Handling of Hazardous Substances by Tenant's Permittees results in contamination of the Premises or the Property or any other property, air or water, Tenant shall immediately take all actions at its sole cost and expense as are necessary or appropriate to return the Premises and the Property to the condition existing prior to the Handling, provided that Tenant obtains Landlord's prior written approval of such actions and of the contractors and other persons performing such actions, which approval shall not be unreasonably withheld, so long as such actions would not potentially have any materially adverse long-term or short-term effect on the Premises or the Property. In any event, any and all actions by Tenant to return the Premises and the Property to the condition existing prior to the Tenant's Permittees Handling of any such Hazardous Substance shall be done in compliance with all Laws, and in such a manner and at such times as to avoid interference with and/or inconvenience to any tenants, occupants, contractors and invitees of any adjacent property to the maximum extent possible. It is the intent of Landlord and Tenant (and Landlord and Tenant hereby agree) that Landlord shall have no liability whatsoever for the existence or presence of Hazardous Substances in, upon, under or about the Premises resulting solely from the Tenant's Permittees Handling of any Hazardous Substances in connection with Tenant's occupancy or use of the Premises, and that Tenant shall have sole and absolute responsibility for the existence or presence of Hazardous Substances in, upon, under or about the Premises and shall, to the extent permitted by law, including applicable anti-deficiency statutes, fully indemnify and hold Landlord harmless from and against any liabilities, costs, expenses (including attorneys' fees), claims, judgments, damages, demand, penalties, fines and losses arising from or in connection with the existence or presence of Hazardous Substances in, upon, under or about the Premises or the migration thereof from or to the Premises resulting solely from the Tenant's Permittees Handling of any Hazardous Substances in connection with Tenant's occupancy or use of the Premises. Tenant's obligations under this Article shall survive the termination of this Lease.

42.5 Handling; Notices. Without in any way diminishing or waiving the limitations on and obligations of Tenant set forth in this **Article 42**, if Tenant's Permittees Handle Hazardous Substances in, upon, under or about the Premises, such Handling shall be done in full compliance with all Laws. Furthermore, Tenant shall immediately upon receipt thereof, provide to Landlord written notice of the following:

(a) Any enforcement, clean-up or other regulatory action taken or threatened by any governmental authority (including, without limitation, any federal, state or local governmental entity) with respect to the presence of any Hazardous Substances in, upon under or about the Premises or the migration thereof from or to other property;

(b) All demands or claims made or threatened by any third party against Tenant or the Premises relating to any loss or injury resulting from any Hazardous Substances;

(c) Any reportable spill, release, discharge or disposal of Hazardous Substances in, upon, under or about the Premises;

(d) All matters with respect to which Tenant is required to give notice pursuant to any applicable health and safety regulations.

Landlord shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions affecting the Premises initiated in connection with any Hazardous Substances or related laws.

ARTICLE 43 AUTHORITY

Each person executing this Lease on behalf of Tenant hereby covenants and warrants to Landlord that: such person is duly authorized to execute this Lease on behalf of Tenant; Tenant is duly qualified in all respects; all steps have been taken prior to the date hereof to qualify Tenant to do business in the state in which the Premises are situated; all franchise and other taxes have been paid to date; and all forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due. Tenant will furnish to Landlord promptly upon demand, a corporate resolution, proof of due authorization of partners, or other appropriate documentation reasonably requested by Landlord evidencing the due authorization of Tenant to enter into this Lease.

ARTICLE 44 BROKERS

Tenant and Landlord hereby represent and warrant to each other that, other than Landlord's Broker, it has not employed any broker with regard to this Lease and that it has no knowledge of any other broker being instrumental in bringing about this Lease transaction. To the extent permitted by law, including applicable anti-deficiency statutes, each party shall indemnify the other against any expense incurred by such other party as a result of any claim for brokerage or other commissions made by any other broker, finder, or agent, whether or not meritorious, employed by the indemnitor or claiming by, through or under the indemnitor. Each party acknowledges that the other party shall not be liable for any representations of such other party's leasing agent or other agents regarding this Lease transaction except for the representations and covenants expressly set forth in this Lease. Any fees or commissions to be paid by Landlord to Landlord's Broker and/or Tenant's Broker in connection with this Lease shall be set forth in a separate written commission agreement.

ARTICLE 45 MISCELLANEOUS

45.1 Termination. The City may terminate this agreement for cause or convenience upon thirty (30) days written notice to Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

LANDLORD:

APPLUS TECHNOLOGIES, INC., a Delaware corporation

By:

Name:

Its:

Date:

Celia Forsythe
CELIA FORSYTHE
CHIEF FINANCIAL OFFICER
06/01/2020

TENANT:

CITY OF SEATTLE, a municipal corporate of the State of Washington

By:

Name:

Its:

Date:

Michelle Reed
Michelle Reed
Chief Operating Officer
06/01/2020

EXHIBIT “A”

LEGAL DESCRIPTION

THE SOUTH 230 FEET OF THE NORTH 1005 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 395 FEET THEREOF; AND EXCEPT THE WEST 45 FEET THEREOF FOR AURORA AVENUE.

EXHIBIT “B”

[*SAMPLE ONLY - DO NOT EXECUTE*]

CONFIRMATION OF DELIVERY OF PREMISES

NAME OF TENANT: _____

PREMISES LOCATION/ADDRESS: _____

Landlord and Tenant hereby acknowledge the following:

1. Confirmation of Key Dates. The parties confirm that:

- a. the Possession Date is _____, 20__;
- b. the Lease Commencement Date is _____, 20__;
- c. the Rent Commencement Date is _____, 20__; and
- d. the last day of the Term of the Lease is _____, 20__.

2. Confirmation of Rent.

a. The schedule of Minimum Monthly Rent payable by Tenant under the Lease is hereby confirmed as follows:

Period	Minimum Monthly Rent

[SIGNATURES ON NEXT PAGE]

LANDLORD:

_____, a _____

By: _____
Name: _____
Its: _____
Date: _____

TENANT:

_____, a _____

By: _____
Name: _____
Its: _____
Date: _____

[*SAMPLE ONLY - DO NOT EXECUTE*]

EXHIBIT “C”

MOVE-OUT INSPECTION CHECKLIST

Before surrendering the Premises, Tenant shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Tenant as Landlord may have specified as being required to be removed. If Tenant fails to remove its personal property and fixtures upon the expiration or earlier termination of this Lease, the same shall be deemed abandoned and shall, at Landlord’s election, become the property of the Landlord or Landlord may remove and dispose of same at Tenant’s expense. The following list is designed to assist Tenant in its move-out procedures but is not intended to be all-inclusive:

1. Lights: Office, warehouse, emergency and exit lights will be fully operational with all bulbs and ballasts functioning.
2. Dock Levelers, Service Doors and Roll Up Doors: All truck doors, service doors, roll up doors and dock levelers shall be serviced and placed in good operating order. This includes necessary replacement of any dented truck door panels and adjustment of door tension to insure proper operation. All door panels which are replaced need to be painted to match Building standard.
3. Dock Seals/Dock Bumpers: Free of tears; broken backboards repaired. All dock bumpers must be left in place and be well secured.
4. Structural Columns: All structural steel columns in the warehouse and office portions of the Premises shall be inspected for damage. Repairs of these elements must be pre-approved by Landlord prior to implementation.
5. Warehouse Floor: Floors shall be free of stains and swept with no racking bolts and other protrusions left in the floor. Cracks should be repaired with an epoxy or polymer to match concrete color. All floor striping in the Premises shall be removed with no residual staining or other indication that such striping existed.
6. Tenant-Installed Equipment and Wiring: All such equipment should be removed and the space returned to its original condition when originally leased to Tenant. Remove air lines, junction boxes, and conduit.
7. Walls: Sheetrock (drywall) damage should be patched, taped, sanded and painted so that there are no holes in either office or warehouse portions of the Building.
8. Carpet and Tile: All carpet and vinyl tiles should be in a clean condition and should not have any holes or chips. Landlord will accept normal wear on these items provided they are in a reasonably well-maintained condition.
9. Roof: Any Tenant-installed equipment must be removed and all roof penetrations properly repaired by a licensed roofing contractor approved in advance by Landlord. All active leaks must be fixed and the latest Landlord-directed maintenance and repair recommendations must be

followed. Tenant must check with Landlord's property manager to determine if a specific roofing contractor is required to perform any required work.

10. Signs: All exterior signs must be removed and holes patched and paint touched-up as necessary. All window signs should likewise be removed.

11. HVAC Equipment: HVAC systems and equipment should be placed in good working order, including the replacement of filters, and the necessary replacement of any parts to return the unit(s) to a well-maintained, operating condition. The foregoing requirements apply as well to warehouse heaters and exhaust fans. Upon move-out, Landlord will have an exit inspection performed by a certified HVAC/mechanical contractor.

12. Electrical & Plumbing: All electrical and plumbing equipment shall be returned in good condition and repair and conforming to code.

13. Overall Cleanliness: Thoroughly clean, disinfect, and sanitize all aspects of the Premises, including office areas, windows, bathrooms, carpets, high touch surfaces such as but not limited to door handles, cabinet pulls, taps, etc., and remove any and all debris from the office and warehouse portions of the Building. Remove all pallets and debris from exterior areas at the site. All trade fixtures, dumpsters, racking, trash, vending machines and other personal property (except for those items which are the property of Landlord, which shall be left in place) shall be removed.

14. Upon Completion: Contact Landlord's property manager to coordinate turning in of keys/keycards, utility changeovers, and scheduling a joint final inspection of Premises.



City of Seattle

Mayor Jenny A. Durkan

MAYORAL DIRECTIVE

DATE: April 6, 2020
TO: City of Seattle Department Directors
FROM: Mayor Jenny A. Durkan
Subject: COVID-19 Mayoral Directive #3

Overview

The purpose of this Mayoral Directive #3 is to align with the Governor's amended proclamation extending the statewide "Stay Home – Stay Healthy" Order to May 4, 2020 and in so doing I direct City departments to extend several internal City actions, personnel policies, and protocols in response to the COVID-19 civil emergency.

Background

Since January of this year, the City has been working closely with state, county, and federal partners to ensure alignment in a coordinated response to the COVID-19 public health emergency. On March 1, 2020, I issued COVID-19 Mayoral Directive #1 to City department directors to deliver preparedness instructions for all directors and their departments. On March 3, 2020, I issued a Proclamation of Civil Emergency, granting the City the ability to exercise emergency authority to address any immediate dangers to the public as a result of COVID-19. On March 13, 2020, I issued COVID-19 Mayoral Directive #2 to City department directors to further mitigate the impacts of the virus on City government operations. A number of these mitigation efforts are internal City actions, personnel policies, and protocols established in previous Mayoral directives or memoranda, and are set to expire on April 13, 2020.

On March 23, 2020, Governor Jay Inslee issued a "Stay Home – Stay Healthy" order, which on April 2, 2020, the Governor extended through May 4, 2020. In light of the Governor's amended Order, and in light of the reality that the COVID-19 civil emergency will continue for the foreseeable future, I am directing the following internal City actions, personnel policies, and protocols to be extended until the following dates:

Actions

1) Extensions Through May 4, 2020

The following temporary internal City personnel policies related to COVID-19 shall stay in effect through May 4, 2020:

- A) Telework Guidance, as delivered to City employees on March 20, 2020.
- B) Employee Compensation Rules related to City facility closures, as announced in Mayoral Directive #2.

- C) Employee Compensation Rules related to employees who are at higher risk for severe illness, as announced in Mayoral Directive #2.

- D) *NEW: Employee Compensation Rule related to Priority 3 or Priority 4 Job Classifications*

According to Continuity of Operations Plan (COOP) activation guidance, certain employees in some job classifications have been identified to perform mission critical functions (defined as Priority 1 or Priority 2 functions in departments' COOPs) and are expected to report to work as usual. Employees performing non-mission critical functions (defined as Priority 3 or Priority 4 functions in departments' COOPs) are encouraged to telework (when applicable and subject to supervisory approval) or may be reassigned. If employees engaged in Priority 3 and Priority 4 work functions are unable to telework and/or be reassigned, department directors are authorized to provide full or partial compensation pursuant to Personnel Rule 3.9.4.F Compensation Conditions for Disaster Response.

For all personnel policies set to terminate on May 4, 2020, the City will monitor guidance and future orders from Public Health - Seattle & King County, as well as the county, state, and federal government before determining whether to extend the termination date.

2) Extensions Until Further Notice

The following temporary internal City actions, protocols, and personnel policies related to COVID-19 shall continue to stay in effect until further notice:

A) City Activations

- i. Activation of the Emergency Operations Center, as instructed in Mayoral Directive #1.
- ii. Activation of departments' Continuity of Operations Plans (COOPs), which identify the essential services to be provided during the COVID-19 pandemic, as instructed in Mayoral Directive #1.

B) City Protocols

- i. Protocols for workplace cleaning and disinfecting, as announced in the memos from the FAS Director Calvin Goings dated March 6, 2020 and March 19, 2020, to department directors.
- ii. Protocols related to the ordering of critical Personal Protective Equipment (PPE) supplies for City government, as announced in the memo from FAS Director Calvin Goings dated March 10, 2020, to department directors.
- iii. Budget instructions for departments in order to address the inevitable shortfall in revenues due to the COVID-19 Civil Emergency, as announced in the memo from CBO Director Ben Noble dated March 13, 2020, to department directors.
- iv. New employee parking arrangements, as announced in the memo from FAS Director Calvin Goings dated March 24, 2020, to department directors.

C) Personnel Policies

- i. Guidance for City Business Travel, as instructed in Mayoral Directive #1.

- ii. Guidance for Department Director Travel, as instructed in Mayoral Directive #2

3) Executive Order 2020-04: Extension of City Closures and Relief Measures

Executive Order 2020-04, issued on April 6, 2020, extends many temporary City closures, suspensions, and relief measures to either May 4, 2020, or until further notice. These public-facing orders are in addition to the extension of internal City personnel policies, actions, and protocols outlined in this Directive.

In addition to the instructions provided in this Directive, department directors shall also implement the orders detailed in Executive Order 2020-04. This includes the continued suspension of permitted City events and closure of in-person access to all public-facing customer service counters through May 4, 2020, as originally announced in Mayoral Directive #2.

For further information or questions on the instructions outlined in this Mayoral directive, please contact Senior Deputy Mayor Mike Fong.

Attachments

1. Executive Order 2020-04

City of Seattle
Contract for Volunteer Management Software and Services

This contract is made effective February 8, 2021, and entered into by and between the City of Seattle ("City"), a Washington municipal corporation and Seattle Center Foundation, a nonprofit corporation organized under the laws of the State of Washington ("Vendor"), and authorized to do business in the State of Washington ("Contract").

Vendor Business	Seattle Center Foundation
Name of Representative	Jane Zalutsky
Vendor Address	305 Harrison Street, Seattle WA 98109
Vendor Phone	206.684.7345
Vendor Fax	NA
Vendor E-mail	jzalutsky@seattlecenter.org

WHEREAS, City intends to provide a high-volume COVID-19 vaccination clinic ("Clinic") at Lumen Field Event Center in response to the state of emergency declared by chief executives of the State of Washington, King County, and City;

WHEREAS, Vendor provides access to volunteer management software and services to assist the City with staffing of volunteers and paid supervisory positions at the Clinic (the "Work"); and

WHEREAS, Vendor was selected as a result of an emergency purchase in accordance with SMC 10.02.070 and SMC 20.60.110 to provide the Work.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work contained herein, as attached and made a part hereof, City and Vendor mutually agree as follows:

General Terms and Conditions

1. Entire Agreement

This Contract including all attachments, consisting of but not limited to existing and future exhibits, statements of work, project schedules, and future Contract amendments comprises the entire agreement between City and Vendor pertaining to the Clinic. The Contract is defined to explicitly include the Terms and Conditions herein, Exhibit 1 (Statement of Work), and Exhibit 2 (FEMA Terms and Conditions). Where there are conflicts between these documents, the controlling documents will be in that same sequence, with the first taking priority over the last listed, unless otherwise specified.

2. Statement of Work

Vendor shall provide the Work attached hereto as Exhibit 1 and hereby incorporated by reference.

3. Contract Expansion

The Contract may be expanded as mutually agreed in writing signed by the parties during the existence of the declared emergency.

4. Payment

4.1. General

City agrees to compensate Vendor as specified in this Contract, in consideration of acceptable Vendor performance and a properly completed and received invoice as specified in Section 4.3 below. The payment term will be net thirty (30) days after the City's receipt of the invoice and acceptance of the goods or completion and acceptance of the services, or as otherwise provided in this Contract. A payment is considered made on the day it is mailed or is available. This section is not intended to restrict partial payments that are specified in the Contract. All dollars referenced in this Contract and attachments are US Dollars.

4.2. Disputed Items

The City may withhold payment for disputed items. The City will promptly notify the Vendor in writing, outlining the disputed items, the amount withheld and actions the Vendor must take to resolve the disputed items. The City default is to delay payment until a revised invoice is submitted and approved. However, the Vendor may request partial payment for the approved amounts, if the unapproved amount represents a small share of the total invoice. The City shall pay the revised invoice within thirty (30) calendar days of receipt.

4.3. Invoices

Invoices must show general ledger detail and price for each. An invoice is considered received when it is date-stamped as received by the office of the recipient who is designated within this Contract. If the invoice is not date-stamped or otherwise marked as received by a department, the date of the invoice will be considered the date the invoice is received. Disputed items include, but are not restricted to, improperly prepared invoices, lack of appropriate supporting documentation, unapproved staff or staff rates on the invoice, and unsatisfactory work product or services.

4.4 Other Considerations

Compensation provided to Vendor under this Contract will not be impacted by the City's ability to seek or receive reimbursement from any federal agency.

5. Representations and Warranties

Vendor represents and warrants that:

- Vendor is a nonprofit corporation, validly existing and in good standing under the laws of its state of incorporation and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- The execution, delivery and performance of this Contract has been duly authorized by Vendor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Vendor to enter into this Contract and perform its obligations under this Contract;

- Vendor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Vendor will conduct business in connection with this Contract;
- Vendor has obtained all licenses, certifications, permits, and authorizations necessary to perform the Work under this Contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of Vendor's performance of the Services. Vendor will maintain all required certifications, licenses, permits, and authorizations during the term of this Contract at its own expense.
- Vendor has the full power and authority to grant to the City, the rights described in this Contract without violating any rights of any third party and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by Vendor. Vendor further represents and warrants that the person executing this Contract for Vendor has actual authority to bind Vendor to each and every term, condition and obligation to this Contract, and that all requirements of Vendor have been fulfilled to provide such actual authority;
- Vendor's methods of accounting are consistent with generally accepted accounting principles and are capable of segregating costs by release, stage, segment, or cost objective in order to support Change Order accounting; and
- Vendor has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.

6. Indemnification and Limitation of Liability

6.1. Indemnification

To the extent permitted by law, the Vendor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising from the negligent, willful, or wrongful acts or omissions by the Vendor, or the Vendor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the negligence or wrongful act of the City. As to the City, the Vendor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.

6.2. Limitation of Liability

Vendor's liability under this Contract shall not exceed \$106,875, but it does not limit City's ability to recover from Foundation's insurer within the limits of Section 7.

7. Insurance

Unless specified otherwise, the following is in effect. Vendor shall maintain at its own expense at all times during the term of the Contract the following insurance with limits of liability consistent with those generally carried by similarly situated enterprise:

- A. Minimum Coverages and Limits of Liability. Vendor shall at all times during the term of the Contract maintain continuously, at its own expense, minimum insurance coverage's and limits of liability as specified below:

1) Commercial General Liability (CGL) insurance, including:

- Premises/Operations
- Products/Completed Operations
- Personal/Advertising Injury
 - Contractual
 - Independent Contractors
- Stop Gap/Employers Liability

With minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage ("CSL") and \$2,000,000 in aggregate, except:

- \$1,000,000 Personal/Advertising Injury
 - \$1,000,000 each/disease/employee Stop Gap/Employer's Liability
- 2) Automobile Liability insurance, including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of liability of \$1,000,000 CSL.
- 3) Worker's Compensation for industrial injury to Vendor's employees in accordance with the provisions of Title 51 of the Revised Code of Washington.
- 4) Reserved
- 5) Reserved
- 6) Reserved

- B. City as Additional Insured. The City, its officers, elected officials, employees, agents, and volunteers shall be included as an additional insured under CGL and Automobile Liability insurance for primary and non-contributory limits of liability per the ISO CG 20 26 11 85 designated additional insured endorsement or its equivalent

C. Reserved.

D. Reserved.

- E. Self-Insurance. Any self-insured retention not fronted by an insurer must be disclosed. Any defense costs or claim payments falling within a self-insured retention shall be the responsibility of Vendor.

- F. Evidence of Coverage. Prior to performance of any scope of work, Vendor shall provide certification of insurance acceptable to the City evidencing the minimum coverage's and limits of liability and other requirements specified herein. Such certification must include a copy of the policy provision documenting that the City is an additional insured for commercial general

liability insurance on a primary and non-contributory basis.

8. Local, State, and Federal Requirements

8.1. Notification Requirements for Federal Immigration Enforcement Activities

Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Information Services (USCIS) regarding your City contract, Vendor shall notify the Project Manager immediately.

Such requests include, but are not limited to, the following:

- requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or
- requests for data or information (written or oral) about workers engaged in the work of this contract or City employees.

No access or information shall be provided without prior review and consent of the City. The Vendor shall request the ICE authority to wait until the Project Manager is able to verify the credentials and authority of the ICE agent and will direct the Vendor on how to proceed.

8.2. Equal Benefits

8.2.1. Compliance with SMC Ch. 20.45:

The Vendor shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Vendor is obligated to provide the same or equivalent benefits (“Equal Benefits”) to its employees with domestic partners as the Vendor provides to its employees with spouses. At the City’s request, the Vendor shall provide complete information and verification of the Vendor’s compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of the Contract. For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules review information at <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/equal-benefits>.

8.2.2. Remedies for Violations of SMC Ch. 20.45:

Any violation of this section shall be a material breach of contract for which the City may:

- Require the Vendor to pay actual damages for each day that the Vendor is in violation of SMC Ch. 20.45 during the term of the Contract; or
- Terminate the Contract; or
- Disqualify the Vendor from bidding on or being awarded a City contract for a period of up to five (5) years; or

- Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated thereunder.

8.3. Social Equity Requirements

8.3.1. Employment Actions

Vendor shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of or any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Vendor shall affirmatively try to ensure applicants are employed, and employees are treated during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of or any sensory, mental or physical handicap. Such efforts include, but are not limited to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training.

8.3.2. Vendor Conduct

Vendor will ensure that its respective employees, agents, and subcontractors conduct themselves in a courteous and expeditious manner. The use of abusive, indecent, offensive, coarse, or insulting language, or any form of harassment is prohibited and will not be tolerated. Vendor's employees, agents, and subcontractors will be competent and hold appropriate licenses and endorsements. The City may require the removal of any employee or subcontractor of Vendor for misconduct or incompetent or negligent performance. Such persons will not be allowed to perform services under the Contract without the written consent of the City.

8.3.3. Woman and Minority Groups:

In accordance with Seattle Municipal Code Chapter 20.42, Vendor shall actively solicit the employment and subcontracting of women and minority group members when there are commercially useful purposes for fulfilling the scope of Work.

8.3.4. Findings of Investigations:

If upon investigation, the Director of Purchasing and Contracting Services finds probable cause to believe that Vendor has failed to comply with the requirements of this section, the Vendor shall be notified in writing. The Director of Finance and Administrative Services shall give Vendor an opportunity to be heard with ten calendar days' notice. If, after the Vendor's opportunity to be heard, the Director of Finance and Administrative Services still finds probable cause, s/he may suspend the Contract and/or withhold any funds due or to become due to the Vendor, pending compliance by the Vendor with the requirements of this section.

8.4. Public Records Act Compliance

Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by City are considered public records. These records include but are not limited to agreement

8. Marketing and Promotions

- 8.1. Signage Within the Licensed Facility. FGI possesses exclusive rights in all marketing, advertising, and signage in or around the Stadium Complex. Licensee may not cover, block, or obscure in any manner any sign in or around the Stadium Complex. Any signage placed within the Licensed Facility by Licensee shall be subject to FGI's prior written approval and comply with applicable law, including, without limitation the Americans With Disabilities Act. Permission for directional signage with small logos that were produced and approved by FGI personnel prior to the Agreement Date for this Vaccine Administration Program is hereby granted, provided location and mounting structures and methods shall subject to prior approval by FGI.

9. Terms of Use

- 9.1. Duty of Care. Licensee shall use, and cause Contractors to use, the Licensed Facility in a safe and careful manner. Licensee shall not damage or deface any part of the Licensed Facility. Licensee shall not be liable for reasonable wear and tear.
- 9.2. Licensee's Representatives and Agents. A duly authorized managerial-level representative of Licensee shall be present at the Licensed Facility at the beginning of and during the Vaccine Administration Program. Licensee shall provide to all of its representatives and personnel in the Stadium Complex a distinctive, visual identification which shall be approved by FGI prior to the beginning of the License Term. FGI staff shall wear their regular uniform. As between FGI and Licensee, Licensee shall be solely responsible for the conduct, acts, and omissions of its employees and agents, and the employees and agents of the Contractors.
- 9.3. Entrances; Passageways. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities shall be kept unobstructed by Licensee and not used for any purpose other than ingress or egress.
- 9.4. FGI's Right of Entry. Notwithstanding anything to the contrary in this Agreement, duly authorized representatives of FGI and/or the PSA may enter the Licensed Facility and any other part(s) of the Stadium Complex at any time and on any occasion without any restrictions, including, without limitation, to enforce any applicable rule(s) or regulation(s), and to investigate and/or address any concerns related to safety and security.
- 9.5. Disorderly Persons. FGI reserves the right at all times to control any and all employees, agents, and Contractors of Licensee, and to refuse admission to or to cause to be removed from the Stadium Complex, any disorderly or undesirable person, including, without limitation, Licensee's employees, agents, and contractors, as determined by FGI in its reasonable discretion.
- 9.6. Solicitations. No collections, solicitations, raffles, or lotteries, whether for charity or otherwise, shall be made, attempted, authorized, conducted or announced by Licensee at or around the Stadium Complex without the prior written consent of FGI, which consent may be withheld at FGI's sole discretion.
- 9.7. Concurrent Events. Licensee acknowledges that the Licensed Facility is part of the Stadium Complex, which consists of multiple venues, and agrees that FGI may conduct concurrent events at other parts of the Stadium Complex provided that such concurrent events do not unreasonably interfere with the Vaccination Administration Program.
- 9.8. Condition of Licensed Facility at Move Out. At the end of the License Term, Licensee shall return the Licensed Facility to FGI in the same condition and repair as existed immediately prior to the commencement of the License Term, except for reasonable wear and tear. Licensee shall be responsible for all reasonable costs to repair or replace property damaged or lost at the Licensed Facility by Licensee, the Contractors, or their respective affiliates, agents, contractors, and

requirement of the ADA on the part of the Vendor, its employees, agents or assigns will constitute a material breach of this Contract.

9. General Legal Requirements

9.1. General Requirement

Vendor, at no expense to the City, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of the City; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof, including, but not limited to, Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.06 (Unfair Public Accommodations Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.45 (City Contracts – Non-Discrimination in Benefits), and the FEMA Terms and Conditions attached hereto as Exhibit 2 and hereby incorporated by reference. Without limiting the generality of this paragraph, the Vendor shall specifically comply with the following requirements of this section.

9.2. Reserved

9.3. Performance Standard

All duties by Vendor or designees shall be performed in a manner consistent with accepted practices for other similar work.

10. Violations of Law

A material violation of the requirements in Section 9 of these Terms and Conditions shall be a material breach of contract for which the Vendor may be subject to damages, sanctions, or other remedies as provided for under this Contract or under applicable law. In the event the Vendor is in violation of Section 8 of these Terms and Conditions, Vendor may also be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

11. Term and Termination

11.1. Term

This Contract shall be for one year, with extensions allowed at the option of the City. Such extensions shall be mutually agreed upon and shall go into effect by amendment signed by both parties.

11.2. Termination

11.2.1. For Cause

City may terminate this Contract if the Vendor is in material breach of any of the terms of this Contract, and such breach has not been corrected to City's reasonable satisfaction in a timely manner.

11.2.2. For Convenience

Each party may terminate this Contract at any time, without cause and for any reason including the party's

convenience, upon 30 days' written notice to the other party.

11.2.3. Nonappropriation of Funds

City may terminate this Contract at any time without notice due to nonappropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.

11.2.4. Acts of Insolvency

City may terminate this Contract by written notice to Vendor if the Vendor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

11.2.5. Termination for Gratuities

City may terminate this Contract by written notice to Vendor if City finds that any gratuity in the form of entertainment, a gift, or otherwise, was offered to or given by the Vendor or any agent therefor to any City official, officer or employee.

11.2.6. Notice

City is not required to provide advance notice of termination. Notwithstanding, City may issue a termination notice with an effective date later than the termination notice itself. In such case, the Vendor shall continue to provide products and services as required by City until the effective date provided in the termination notice.

11.2.7. Actions Upon Termination

Vendor shall be paid for the services properly performed prior to the effective termination date, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Contract. Vendor agrees that this payment shall fully and adequately compensate Vendor and all subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Contract. Upon termination for any reason, Vendor shall provide City with the most current documents, contract documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. City shall have the same rights to use these materials as if termination had not occurred

12. Contract Notices, Deliverable Materials, and Invoices Delivery

Official Contract notices shall be delivered to the following addresses (or such other address (es) as either party may designate in writing):

City Addresses and Contact Information

If delivered by the U.S. Postal Service, it must be addressed to:

Marlon R. Franada
City of Seattle Purchasing and Contracting
PO Box 94687
Seattle, WA 98124-4687

If delivered by other than the U.S. Postal Service, it must be addressed to:

Marlon R. Franada
City of Seattle Purchasing and Contracting
Seattle Municipal Tower
700 5th Ave., #4112
Seattle, WA 98104-5042

Phone: 206-733-9583
E-Mail: marlon.franada@seattle.gov

Project work, invoices and communications shall be delivered to the City Project Manager:

City of Seattle, Department of Finance and Administrative Services
Attention: Philip.Saunders@seattle.gov
Address: Seattle Municipal Tower, 700 5th Ave., #5228C
Phone: 206-684-0137

Vendor Addresses and Contact Information:

Vendor Contact: Jane Zalutsky
Vendor Name: Seattle Center Foundation
Vendor Address: 305 Harrison Street

Phone: 206.684.7345
E-Mail: jzalutsky@seattlecenter.org

13. Miscellaneous Provisions

13.1. Amendments

No modification of this Contract shall be effective unless in writing and signed by an authorized representative of the City, except as otherwise authorized herein. The City shall issue change notices to Vendor, and such notices shall take effect under the signature of the City unless written objection of the notice is received by the Vendor upon Vendor receipt of the change notice.

13.2. Conflict

In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford City the maximum benefits.

13.3. Liens, Claims and Encumbrances

All materials, equipment, or services shall be free of all liens, claims or encumbrances of any kind and if City requests a formal release of same shall be delivered to City.

13.4. Binding Contract

This Contract shall not be binding until signed by both parties. The provisions, covenants and conditions in this Contract shall bind the parties, their legal heirs, representatives, successors, and assigns.

13.5. Applicable Law/Venue

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County, Washington

13.6. Remedies Cumulative

Rights under this Contract are cumulative and nonexclusive of any other remedy at law or in equity.

13.7. Captions

All titles, including sections or subsections, are for convenience only and do not define or limit the contents.

13.8. Severability

Any term or provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Contract.

13.9. Waiver

No covenant, term, or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by City of any performance by the Vendor after the time the same shall have become due nor payment to the Vendor for any portion of the Work shall constitute a waiver by City of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by City, in writing. The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

13.10. Contract Representations

This Contract as described in Section 1 constitutes the entire agreement. No verbal agreement or conversation between any officer, agent, associate or employee of City and any officer, agency, employee or associate of the Vendor prior to the execution of this Contract shall affect or modify any of the terms or obligations contained in this Contract.

13.11. Negotiated Contract

16. Force Majeure

- 16.1. Definition. For purposes of this Agreement, an “**Event of Force Majeure**” means any unforeseen cause or event which is beyond the reasonable control of a party and which renders the performance of this Agreement by such party impossible, including, without limitation, life-threatening weather, flood, earthquake, hurricane, fire, national emergencies, declarations of war, riot, civil disturbance, sabotage, acts of terrorism, explosions, and acts of any governmental body or agency having jurisdiction.
- 16.2. Occurrence. If the Licensed Facility or any part of the Stadium Complex are destroyed (in part or whole) by an Event of Force Majeure, or if FGI reasonably determines that it cannot make the Licensed Facility available to Licensee or perform its obligations hereunder as a result of any Event of Force Majeure, then (a) FGI may terminate this Agreement effective as of the date of the occurrence of the Event of Force Majeure, (b) FGI shall refund any Fees paid by Licensee pursuant to this Agreement, and (c) each party shall bear its own out-of-pocket expenses incurred in connection with this Agreement which are unable to be mitigated after its reasonable efforts to do so. If an Event of Force Majeure renders execution of the Vaccine Administration Program impossible, then Licensee may terminate this Agreement upon written notice and reimbursement to FGI of expenses already incurred by FGI in connection with this Agreement.
- 16.3. Emergency. Licensee acknowledges and agrees that FGI, upon consultation with appropriate authorities and Licensee, shall have the right, in its sole discretion, to cancel or interrupt the Vaccine Administration Program if such an act is deemed necessary by FGI in its reasonable discretion as a result of an emergency or other condition which threatens public health and/or safety. Such a cancellation shall be deemed an Event of Force Majeure, and Licensee hereby waives any and all claims for damages or compensation of any kind whatsoever due to a cancellation or interruption instituted by FGI hereunder.

17. INTENTIONALLY DELETED

18. Miscellaneous

- 18.1. Exhibits. All Exhibits attached hereto are incorporated into and made part of this Agreement. If there is any conflict between these terms and conditions and any exhibit attached hereto, the provisions of these terms and conditions shall control, unless the parties expressly (a) acknowledge the conflicting term(s), and (b) state in the applicable exhibit their intent to supersede such conflicting term(s).
- 18.2. Intentionally Deleted.
- 18.3. Entire Agreement. This Agreement reflects the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior agreements, understandings or commitments, written or oral, between the parties. No representation, inducement, or agreement, oral or otherwise, not contained, expressly incorporated, or embodied herein shall be of any force and effect. This Agreement may only be modified or amended by a subsequent written agreement signed by both parties hereto.
- 18.4. Notices. Notices by FGI and Licensee to one another shall be deemed duly given if (a) delivered personally with a signed receipt evidencing such delivery, (b) mailed by certified mail, return receipt requested, postage prepaid, or (c) delivered by duly recognized air courier service to the following addresses:

Vendor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and, if it has a workplace within the state of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Vendor further agrees to indemnify and hold harmless the City from all damages assessed against the City as a result of Vendor's failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.

19. Contract Work Hours and Safety Standards

For all contracts that employ mechanics or laborers, Vendor and all subs shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provide that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

20. Beck Notice

Notification of Employee Rights Concerning Payment of Union Dues or Fees (Executive Order 13201) shall apply to all contracts above \$100,000.

21. Clean Air Act and Federal Water Pollution Control Act

Vendor and subcontractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the City immediately and to the Regional Office of the Environmental Protection Agency (EPA).

22. Energy Efficiency

With regard to the Clinic, Vendor and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

23. Federal Amendments

Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy, per OMB Circular A-102 Common Rule, Section 36.

24. Federal Debarment for Primes and all Subcontractors

In agreement of this Contract, the Vendor certifies 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. Vendor shall immediately notify the City of any suspension or debarment or other action that excludes the Vendor and any subcontractor level from participation in Federal contracting. Prior to performance of any work by the Vendor or any subcontractor under this Contract, Vendor shall verify all subcontractors that are intended and/or used by the Vendor for performance of City work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Vendor shall include this same provision in any subcontractor or lower contract agreements. Debarment shall be verified at <https://www.sam.gov/portal/public/SAM/#1>. Vendor shall keep documentation of such verification within the Vendor records.

25. Copeland Anti-Kickback Act

Vendor and subcontractors for construction or repair shall comply with the Copeland "Anti-Kickback" Action (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR, part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which s/he is otherwise entitled. Vendor shall immediately notify the City of any suspected or reported violations.

26. Byrd Anti-Lobbying Amendment

Contractors executing contracts with the City shall sign and submit the Lobbying Certification/SF LLL Disclosure Form. (When applicable) the SF LLL Disclosure section of the form evidencing compliance to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) should be completed. 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. 13652. 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 City.

27. Procurement of Recovered Material

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Contract by having their authorized representatives affix their signatures below.

SEATTLE CENTER FOUNDATION

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF SEATTLE

By: _____

Printed Name: Calvin W. Goings

Title: Department Director

Date: 3/9/2021

Exhibit 1: Statement of Work

1. General

The City of Seattle (City) intends to distribute COVID-19 vaccines to 250,000 -1,000,000 citizens in the next 6 months. Multiple contracts are being put in place to provide the necessary resources to make this happen.

This Statement of Work addresses the need to staff the vaccination clinics with volunteers and paid supervisory positions. The City is contracting with Seattle Center Foundation (Foundation), a non-profit corporation, to do the work described in this Statement of Work. For clarity, the contract is between the City and Foundation. City agrees that Foundation can fulfill its obligations through subcontractors.

Foundation has expertise in the operation of Seattle/ King County Clinic ("SKCC"), an event that annually brings together multiple organizations and thousands of volunteers to produce a giant free health clinic held for four days at Seattle Center. Because of COVID-19, this event is cancelled in 2021 and instead SKCC resources are available to assist community vaccination efforts. The vaccine clinic for this Statement of Work will be at Lumen Field, Seattle.

2. Scheduling of Volunteers – Use of Volunteer Management Software

City will be responsible for the general management and operation of the vaccine clinic at Lumen Field and will establish hours of operation and scope of staffing for the clinic. Foundation will use volunteer management software to fill clinic hours with clinical and non-clinical volunteer staffing of the vaccine clinics. In staffing clinic hours, Foundation will require all volunteers to complete the COVID Volunteer Liability Waiver. See Attachment 01. Foundation will not use the volunteer management software to track patient data.

Volunteer Management Software Costs:

- \$7,500 for use of the software (one-time, upfront cost), plus \$0.0075 per text for reminders to volunteers, not expected to exceed \$10,000.

Foundation will pay software provider for software costs and City will reimburse Foundation.

3. Software and Event Management – Services of and Payment for Three Foundation Staff

Foundation has three software and event management staff that will support this vaccination effort. Estimated services and costs are:

- \$38,400 for backend software management. The services will be charged to the City based on actual time spent. The current estimated cost is based on \$30 per hour at 40 hours per week for 8 months (February through September).
- \$76,800 for event planning and management, and on-site work. On-site work may include filling a Supply Manager role and a Clinic Event/Logistics Manager role. The services will be charged to the City based on actual time spent. The current estimated cost is based on \$30 per hour at 80 hours per week for 8 months.

- \$57,600 for overtime for any of the tasks identified above. Services will be charged to the City based on actual time spent. Overtime will be allowed at \$40 per hour and is not expected to exceed 15 hours per employee per week, on average.

Foundation will pay staff for their time, and City will reimburse Foundation.

4. Vaccination Site Administration

Foundation will recruit, train, manage, and initially pay supervisors ("Staff Supervisors") to manage non-clinical volunteers. Foundation and City intend to transition Staff Supervisors to be temporary City employees subject to the City's approval of job descriptions and background checks. The table below shows the estimated paid staff that will support various vaccination site operations – actual staff needs may vary from these anticipated needs. The cost for paying Staff Supervisors will range from \$1.6 million to \$2.27 million assuming the clinic runs at maximum shifts per day for 6 months. The City will reimburse Foundation for these costs paid by Foundation. Foundation and City intend to transition Staff Supervisors on or before May 1, 2021.

Working Titles	Staffing Needs Assumptions							Cost Estimates		
	Low #/Shift	High #/Shift	Shift Hrs	Shifts/ Day (max)	Low hrs/day	High hrs/day	# days	Hourly Wage	Total cost - low	Total cost - high
Volunteer Coordinator: Patient CheckIn & Data Supervisor	2	3	9	2	36	54	180	\$ 50.00	\$ 324,000	\$ 486,000
Volunteer Coordinator: Wayfinding & Information Supervisor	2	3	9	2	36	54	180	\$ 50.00	\$ 324,000	\$ 486,000
Volunteer Coordinator: Volunteer Management Supervisor	1	2	9	2	18	36	180	\$ 50.00	\$ 162,000	\$ 324,000
Volunteer Coordinator: Radio Base	3	4	9	2	54	72	180	\$ 50.00	\$ 486,000	\$ 648,000
Supply Manager	1	1	9	2	18	18	180	\$ 50.00	\$ 162,000	\$ 162,000
Clinic Event Manager/Logistics	1	1	9	2	18	18	180	\$ 50.00	\$ 162,000	\$ 162,000
	10	14			180	252			\$ 1,620,000	\$ 2,268,000

In addition, the City may request Foundation provide labor for staffing of setup, takedown, and miscellaneous site support needs separate from the defined clinic schedule. These costs are expected to be no more than 40 hours per week on average, with most costs occurring at the beginning and the end. Maximum costs estimated at \$50,000.

5. Price for Operations Support

Foundation will incur the following costs as a direct result of performing the Statement of Work. The costs total \$5,625 every other week with the biweekly rate detailed below. Maximum costs estimated at \$106,875 for a nine-month clinic operation. If the clinic continues to operate beyond nine months, the biweekly rate will continue through the conclusion of the clinic. This fee does not change when Staff Supervisors transition to City employees.

Services Provided	Biweekly Rates
Human Resources: Recruit, select, hire staff, benefit management, performance management	\$1,350

General Administrative	\$1,125
Accounting and Payroll	\$2,250
Management	\$900

6. Additional Supplies and Materials Costs

At City's request, Foundation may purchase additional supplies and materials reasonably necessary to perform the Statement of Work. The City will reimburse Foundation for these costs. Maximum costs estimated at \$2,000.

7. Reimbursement

Foundation shall submit for reimbursement the costs described in this Statement of Work. Foundation shall submit reimbursement requests every two weeks beginning two weeks after the last date of signature of the Contract. Reimbursement requests shall include documentation that meets the requirements in Section 4.3 of the General Terms and Conditions. Except as specified herein, all reimbursements and requests for reimbursements shall be subject to Section 4 of the General Terms and Conditions.

The Maximum Compensation allowed under this contract is \$2,617,175.

Reimbursement up to the Maximum Compensation amount will be subject to the following requirements:

Additional Requests for Reimbursement must be delivered to the authorized individual at Purchasing and Contracting in accordance with the rules below. No other individual may accept a request for additional reimbursement on behalf of the City. Any invoice that is sent to the City with amounts above that specified within this Contract or specified within an official written change issued by Purchasing and Contracting to the Contract, shall require an additional change order. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

1. Vendor may submit a price reduction that implements a lower and more favorable cost to the City at any time during the Contract. Vendor requests are at the discretion of Purchasing and Contracting and must:
 - a. Clearly identify the service titles and the hours of service performed if specified within the Contract and the before and after wage rates for such titles or clearly identify the items impacted by the increase, as applicable.
 - b. Be accompanied by detailed documentation acceptable to Purchasing and Contracting sufficient to warrant the increase.
 - c. Not deviate from the original contract pricing scheme/methodology.

8. Personal Protective Equipment (PPE)

City will provide PPE for Staff Supervisors, non-clinical volunteers managed by Staff Supervisors, and any other onsite staff managed by Foundation. Foundation shall be responsible for ensuring that Staff Supervisors, non-clinical volunteers by managed by Staff Supervisors, and any other onsite staff managed by Foundation comply with federal and state PPE and masking requirements.

Volunteer Agreement and Liability Waiver

The COVID-19 Community Vaccination Site is an event of the City of Seattle in coordination with Swedish Health Services dba Swedish Medical Group (Swedish), and Seattle Center Foundation. Thank you for participating. Each volunteer is required to read and sign this Volunteer Agreement and Liability Waiver as a condition of participating in the event.

By signing below, I, the undersigned volunteer, agree to provide services to the Vaccination Site as a volunteer. As a condition of volunteering, I agree as follows:

For All Volunteers

1. I am donating my services ("Vaccination Site Services"). I acknowledge that I am not entitled to any present or future salary or wages for providing Vaccination Site Services, and no one has made any promises to me regarding future employment or any other payments.
2. I am eighteen years of age or older.
3. I understand I may be exposed to blood, bodily fluids and other potentially infectious materials that may contribute to the risk of acquiring HIV, Hepatitis B, COVID-19 or other diseases. If I am exposed, or if there is a circumstance where I am the source of an exposure, I will immediately report the incident to Vaccination Site officials. I understand if I am exposed, that I may be responsible for the cost of all subsequent tests, treatments and medical care.
4. I knowingly assume the risk of participating as a volunteer for the Vaccination Site. In consideration of participating as a volunteer for the Vaccination Site, I, for myself, my spouse, my legal representatives, heirs, and assigns, hereby forever unconditionally waive all claims (in law, equity, or otherwise) against the City of Seattle, Swedish, Seattle Center Foundation, Lumen Field (First and Goal Inc. and Public Stadium Authority), and their respective subsidiaries, affiliates, officers, trustees, officials, employees, and agents, and volunteers, (collectively, "Vaccination Site Parties"), arising out of my participation in the Vaccination Site and my provision of Vaccination Site Services. This Agreement does not constitute a waiver of benefits or burdens that may be applicable under the Washington Industrial Insurance Act (RCW Title 51).
5. I agree that I will not take any action, or omit taking any action, the result of which act or omission could be to waive the City's immunity from liability under the PREP Act.
6. I also grant the City of Seattle and their respective agents the right to use, without payment or consideration of any kind, my picture, voice, and other reproductions of my physical likeness in connection with advertising or publicizing Vaccination Site services and activities in all forms of media in perpetuity.
7. I agree to notify Vaccination Site officials immediately if I am injured or if I become aware of any accident or injury to another volunteer or clinic participant.
8. I understand that Vaccination Site officials maintain the right to revoke my participation at any time with or without cause.
9. Volunteer positions may require a Washington State Patrol background check to volunteer for Vaccination Site Services. I will either agree to the background check or I may decline to participate.

For All Volunteers Accessing Confidential Information

In compliance with the federal and state privacy laws, I agree to hold in confidence all personal and protected health information I may overhear or come in contact with during and following the performance of Vaccination Site Services. I further agree not to access, or remove from the premises, personal and protected health information or records unless relating to my performance of Vaccination

Site Services. It is understood that I shall be responsible for any direct or consequential damages resulting from my violation of this requirement.

As a condition of and in consideration of my use, access, and/or disclosure of confidential information, I understand and agree to the confidentiality requirements outlined in this Agreement. I understand that these requirements and my responsibility to protect the confidentiality and security of information apply when I am working off-site as well as at any owned and/or operated sites.

Confidential information may include, but is not limited to:

- Patient information (medical records, conversations, demographic information, financial information).
- Employee information (salaries, employment & payroll records, unlisted phone numbers, health records).
- Proprietary information (financial reports, production reports, report cards, reimbursement tables and contracted rates, strategic plans, internal reports, memos, contracts, peer review information, credit information, communications, computer programs, technology).
- Third party information (computer programs, vendor information, technology).

I will access, use and disclose minimum confidential information only as necessary to perform my role.

This means, among other things, that:

- A. I will only access, use, and disclose the minimum confidential information as authorized to do this role;
- B. I will not in any way access, use, divulge, copy, release, sell, loan, review, alter, or destroy any confidential information except as properly and clearly authorized within the scope of my role and in accordance with all applicable laws;
- C. I will report to my shift supervisor or lead any individual's or entity's activities that I suspect may compromise confidential information.

Because all of my passwords (and/or other authentication devices such as tokens or cards) are the equivalent of my signature and because I am the only person authorized to use them, I agree to the following:

- A. I will safeguard and not disclose my passwords or allow the use of my authentication devices by anyone including my manager or supervisor or another volunteer or staff member.
- B. I will not request access to or use any other person's passwords or authentication devices.
- C. I accept responsibility to log out of the system to which I'm logged on. I will not under any circumstances leave unattended a computer to which I have logged on without first either locking it or logging off the workstation.
- D. If I have reason to believe that the confidentiality of my password has been compromised, I will immediately change my password.
- E. I understand that my password/or access will be deactivated in the event my role no longer requires use of the computerized system.

- F. I understand that the Vaccination Site has the right to conduct and maintain an audit trail of all access to patient information and other system activity such as internet access and the Vaccination Site may conduct a review to monitor appropriate use of my system activity at any time and without notice.
- G. I understand and accept that I have no individual rights to or ownership interests in any confidential information referred to in this agreement and that therefore the Vaccination Site may at any time revoke my passwords or access codes.

I understand that it is my responsibility to be aware of these policies specifically addressing the handling of confidential information and that misconduct may result in loss of volunteer privileges.

I understand my obligations under this Agreement will continue indefinitely after leaving my role with the Vaccination Site.

Special Provisions Applicable to Clinical Providers

If I am a clinical provider, I also agree as follows:

- A. I represent that I have all necessary active licenses issued by the appropriate licensing authority which are required in order to provide treatment to patients and that I am not currently subject to any disciplinary action or investigation for criminal or professional misconduct in any jurisdiction.
- B. I shall inform Vaccination Site officials if my license or disciplinary status changes.
- C. I am responsible for performing the Vaccination Site Services in a professional manner and in accordance with the standard of care and all applicable laws, rules, and regulations, including, without limitation, receiving a Hepatitis B vaccine.
- D. If I am licensed in a United States jurisdiction other than Washington State, I agree to submit an attestation to the Washington State Department of Health at least ten (10) working days in advance of volunteering in Washington State.
- E. I am responsible for the standard of care and quality of treatment I provide patients, and I am not subject to the supervision or control of the City of Seattle or the other Vaccination Site Parties (as defined in 4 above). As a result, I agree that while I am donating my services to the Vaccination Site, I will not be considered a volunteer under the direction of the City of Seattle or the Vaccination Site Parties, and I agree that the provisions of Seattle Municipal Code 4.64.100 and .110 do not and shall not apply. I agree to defend, indemnify and hold the Vaccination Site Parties (as defined in 45 above) harmless from all liability, claims, demands, losses, damages, action or judgments of every kind (including reasonable attorney's fees) which may occur arising out of my treatment of patients and participation in the Vaccination Site.
- F. Reserved
- G. Any follow up treatment provided by me to a patient at a different location or after the Vaccination Site dates is outside the scope of Vaccination Site Services.
- H. My acceptance of this agreement signifies that I give permission to the Vaccination Site to verify the status of my license, my insurance, and my background.

Provision Applicable to All Volunteers

By signing below, I represent that I am eighteen years of age or older, that I have read this agreement, including the release and waiver of liability, and fully understand its terms, understand that I will give up rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me, and intend my signature to be a complete and unconditional release of all liability.

Signature

Name (Please Print)

Date

Exhibit 2: FEMA Terms and Conditions

This Agreement is a direct result of the City of Seattle's response to immediate needs related to the COVID-19 Pandemic Outbreak. The following federal provisions are incorporated in the contract. Should a conflict between these provisions and any existing provisions in the contract arise, the more restrictive provision shall prevail.

A. Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

1. Contractor 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.
2. The Contractor agrees to report each violation to the City and understands and agrees that the City 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.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

C. Suspension and Debarment

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Contractors 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.

E. Procurement of Recovered Materials

1. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. 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/comprehensive-procurement-guideline-cpg-program>.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. Access to Records

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide the City, the State of Washington, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
4. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

G. DHS Seal, Logo, and Flags

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

H. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

I. No Obligation by Federal Government

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

J. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Byrd Anti-Lobbying Certification

In accordance with APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING:
Certification for Contracts, Grants, Loans, and Cooperative Agreements

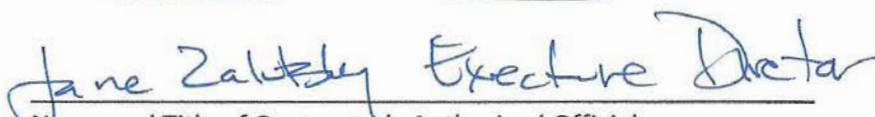
The undersigned certifies, to the best of his/her/their knowledge and belief, that:

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, **SEATTLE CENTER FOUNDATION**, 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


Name and Title of Contractor's Authorized Official


Date

LICENSE AND SERVICES AGREEMENT

This License And Services Agreement (this “**Agreement**”) is between First & Goal Inc. (“**FGI**”) and The City of Seattle (“**Licensee**” or “**City**”) and is effective as of February 20, 2021 (“**Agreement Date**”).

Background

- A. On March 3, 2020, a Mayoral Proclamation of Civil Emergency was declared for the City of Seattle. The surge in COVID-19 cases and deaths in Seattle and King County shows that this pandemic continues to threaten the life and health of our people and the economy of the City of Seattle.
- B. Space is needed for assembling and staging medical personnel to administer COVID-19 vaccination shots to the public at a rate of thousands of vaccinations per day. The City does not own facilities or properties that are suitable for the purpose or particular configuration needs of administering COVID-19 vaccination shots to the public at a rate of thousands of vaccinations per day.
- C. FGI is the sole and master operator of Lumen Field (“**Lumen Field**”), the Lumen Field Event Center (“**Event Center**”), and Washington Music Theater (“**WaMu Theater**”), located in Seattle, Washington (collectively, the “**Stadium Complex**”), under the terms of the Master Lease between FGI and the Washington State Public Stadium Authority (“**PSA**”) dated November 24, 1998 (“**Master Lease**”).
- D. Licensee desires to license from FGI certain parts of the Stadium Complex on the terms and conditions set forth herein for purposes of prescribing, administering, delivering, distributing and dispensing vaccinations approved or authorized by the United States Food and Drug Administration (“**FDA**”) to prevent the SARS-CoV-2 virus, the COVID-19 disease, and/or any viruses and diseases mutating therefrom (collectively, “**COVID Vaccines**”). The purposes described in the foregoing sentence are hereafter collectively referred to as the “**Vaccine Administration Program**.”

NOW THEREFORE in consideration of these premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Rights

- 1.1. License. Subject to the terms and conditions of this Agreement, FGI hereby grants Licensee a non-exclusive, revocable limited license to access and use those portions of the Event Center illustrated and/or described in Exhibit A attached hereto and such other available areas of the Stadium Complex that the parties mutually deem necessary and/or appropriate (collectively, the “**Licensed Facility**”) solely for the Vaccine Administration Program. Licensee may not, and agrees not to, access or use (or allow the Contractors to access or use) the Licensed Facility for any purpose other than the Vaccine Administration Program.

2. Term and Use Periods

- 2.1. Term. This Agreement is effective from the Agreement Date and shall terminate on June 30, 2021 (the “**Term**”), subject to earlier termination in accordance with Section 15.
- 2.2. Extension. The parties may, by mutual agreement documented in a separate written instrument signed by both parties, extend the Term of this Agreement and the License Term by one (1) or more successive periods of one (1) calendar month following the end of the Term and License Term. If the Term and License Term are so extended, all of the provisions of this Agreement shall apply and be as fully effective during the extended Term and License Term. For the avoidance of

doubt, neither party shall be obligated under this Agreement or otherwise to extend the Term or License Term of this Agreement beyond June 30, 2021.

- 2.3. License Term. Notwithstanding the foregoing, the license granted to Licensee under this Agreement shall begin on February 22, 2021 and shall terminate on June 30, 2021 (the “**License Term**”), subject to earlier termination in accordance with this Agreement. The City may terminate this Agreement at any time, without cause and for any reason including the City’s convenience, upon ten (10) days’ written notice to FGI.
- 2.4. Holdover. Licensee shall begin vacating the Licensed Facility and removing all property owned or controlled by Licensee and its Contractors (as defined below) sufficiently in advance of the conclusion of the License Term. If use of the Licensed Facility by Licensee or its Contractors exceeds the License Term for any reason, Licensee agrees to pay FGI a license fee to be determined by FGI in its reasonable discretion and all other costs and expenses incurred by FGI by reason of Licensee’s holdover.

3. Program Administration; Third Party Contracts

- 3.1. Contracting With Third Parties. Licensee expressly acknowledges that, pursuant to the terms of this Agreement, FGI is only providing Licensee a license to access and use the Licensed Facility for the Vaccine Administration Program. As between FGI and Licensee, Licensee shall be solely responsible (at its expense) for contracting with all third parties providing any goods or services in connection with the Vaccine Administration Program (collectively, the “**Contractors**”), which Contractors may include, without limitation, health care providers (e.g., doctors and nurses), administrative staff (e.g., document administrators, clerks, and record keepers), and parties in the COVID Vaccine supply chain (e.g., parties providing manufacturing, distribution, transport, handling, and storage of COVID Vaccines). For the avoidance of doubt, FGI is not deemed a Contractor as that term is defined above.
- 3.2. Intentionally Deleted.
- 3.3. Responsibility for Activities. Licensee and the Contractors shall be solely responsible (at their expense) for coordinating and executing all activities related to the Vaccine Administration Program, including without limitation, the following:
 - 3.3.1. hiring, training, and supervising all personnel involved in prescribing, administering, delivering, distributing, and dispensing of COVID Vaccines;
 - 3.3.2. ordering, receiving, and ensuring the proper storage and handling of COVID Vaccines in compliance with Emergency Use Authorizations (“**EUAs**”) and other regulatory authorizations, approvals, and guidance, including, without limitation, ensuring proper use and temperature management of COVID Vaccines;
 - 3.3.3. providing all equipment, instruments, and devices necessary to ensure safe and effective administration, delivery, distribution, and dispensing of COVID Vaccines;
 - 3.3.4. confirming that recipients of COVID Vaccines are appropriate candidates for COVID Vaccines, including, without limitation, by ensuring that COVID Vaccines are not contraindicated for any recipient according to the applicable FDA-authorized or -approved labeling;
 - 3.3.5. obtaining informed consent of all recipients of COVID Vaccines;
 - 3.3.6. administering, delivering, distributing, and dispensing COVID Vaccines in accordance with:

- (a) best medical practice and applicable standards of care;
 - (b) applicable federal, state, and local legal or regulatory authorizations, approvals, and requirements, including, without limitation, federal, state, and local provider enrollment requirements;
 - (c) the FDA’s applicable letter(s) of authorization, approved, or authorized labeling, and/or EUAs;
 - (d) federal, state, or local reporting requirements, including, without limitation, requirements related to adverse events associated with the COVID Vaccine;
 - (e) applicable federal, state, and local laws, regulations, requirements, proclamations, and declarations related to the COVID Vaccines, the SARS-CoV-2 virus, and the COVID-19 disease; and
 - (f) best practices and guidance issued by the United States Centers for Disease Control and Prevention (“**CDC**”) and state and local authorities concerning the SARS-CoV-2 virus and the COVID-19 disease (e.g., social distancing, personal protective equipment).
- 3.3.7. providing prompt access to appropriate medical treatment and care in the event an acute anaphylactic reaction, allergic reaction, other medical emergency, or other adverse effect or event occurs in connection with the administration, delivery, distribution, and dispensing of COVID Vaccines;
 - 3.3.8. facilitating the necessary takedown, cleanup, and disposition of materials (including, without limitation, biohazards) following administration, delivery, distribution, and dispensing of COVID Vaccines;
 - 3.3.9. providing recipients of COVID Vaccines with materials as required under federal, state, and local laws or regulations, including, without limitation, applicable FDA-Authorized Fact Sheets for Recipients and Caregivers; and
 - 3.3.10. otherwise functioning as the vaccination provider within the meaning of federal, state, and local laws, rules, authorizations, approvals, and guidance related to administration, delivery, distribution, and dispensing of COVID Vaccines.

4. PREP Act

- 4.1. Coverage. Licensee acknowledges that FGI is entering into this Agreement with the express understanding and intent of qualifying for the protections of the federal Public Readiness and Emergency Preparedness Act (“PREP Act” or “Act”). As an entity that “provides a facility to administer or use” FDA-authorized COVID Vaccines, FGI will function as a “program planner” (*see* 42 U.S.C. § 247d-6d(i)(6), within the meaning of the PREP Act), and may also otherwise function as a “covered person” (*see* 42 U.S.C. § 247d-6d(i)(2), within the meaning of the PREP Act). As an entity that “administers a program with respect to the administration” of COVID Vaccines, (*see* 42 U.S.C. § 247d-6d(i)(6)), Licensee will also function as a “program planner” within the meaning of the PREP Act and may also otherwise function as a “covered person” (*see* 42 U.S.C. § 247d-6d(i)(2), within the meaning of the PREP Act).
- 4.2. Licensee Obligations. To the extent reasonably practical and permitted by law, Licensee shall make a good faith effort to comply with all requirements and perform all acts necessary or appropriate (including, without limitation, vis a vis the Contractors) for the Vaccine Administration Program and Licensee’s, Contractors’, and FGI’s activities under this Agreement to qualify for liability immunity under the PREP Act, 42 U.S.C. § 247d-6d, and the Secretary of Health and Human Services’ March 17, 2020 Declaration Under the PREP Act for

Countermeasures Against COVID-19, and any amendments thereto. Such requirements and acts include, without limitation, ensuring COVID Vaccines are:

- 4.2.1. distributed pursuant to a federal government agreement;
- 4.2.2. distributed under an authorization from an “Authority Having Jurisdiction to prescribe, administer, deliver, distribute, or dispense” covered countermeasures for COVID-19; and
- 4.2.3. licensed, approved, cleared, or authorized by the FDA (or permitted to be used under an Investigational New Drug Application or an Investigational Device Exemption) to treat, diagnose, cure, prevent, mitigate or limit the harm from COVID-19, or the transmission of SARS-CoV-2 or a virus mutating therefrom.

4.3 Disclaimer by City. Notwithstanding the foregoing, Licensee expressly disclaims any representations or warranties that FGI qualifies for the protections of the PREP Act and, other than as is expressly required under this Agreement, Licensee is under no obligation to act on behalf of FGI or fulfill any obligations FGI may have under the PREP Act

5. 4.4 Participant Waivers/Releases. If Licensee or the Contractors require recipients of COVID Vaccines to execute a liability waiver or release and Licensee is among the released parties in such waiver or release, then Licensee and/or the Contractors shall also include FGI and PSA among the released parties in such waiver release. **Rent; Operations Plan**

5.1. Consideration. FGI will not charge Licensee or its Contractors rent or other rent-like fees for the license and use of the Licensed Facility, with the exception of Utilities costs in accordance with Section 6.1.

5.2. Reimbursable Costs. Licensee recognizes that there will be direct costs incurred by FGI in connection with this Agreement and hereby agrees to reimburse FGI for actual costs incurred by FGI, provided that such costs are pre-approved in writing (it being agreed that email is an accepted means of approval) and consistent with charges applicable to other clients and consistently accounted for in a like manner. The House Services defined and set forth below shall be reimbursable in accordance with this Section 5.2.

5.3. Operations Plan. No later than ten (10) days prior to the commencement of the Vaccine Administration Program, Licensee and FGI shall mutually agree upon an operations plan (the “**Operations Plan**”) governing, among other things, the nature, scope, and costs of goods and services and/or personnel FGI (or FGI’s contractors) shall provide to Licensee during the License Term, including, without limitation:

- 5.3.1. janitorial services for the Licensed Facility (ex: logistics specialist);
- 5.3.2. snacks and water for designated staff of Licensee or its Contractors (ex: logistics specialist);
- 5.3.3. parking and traffic control within the Stadium Complex (but not including the streets adjacent to or around the Stadium Complex) (ex: traffic control);
- 5.3.4. certain mutually agreed upon security services (ex: security officers);
- 5.3.5. event managers who shall serve as FGI’s primary points of contact for Licensee (ex: team leads);
- 5.3.6. wayfinding services to guide members of the public and staff around the Stadium Complex (ex: traffic control);
- 5.3.7. entry and line control (but not including any temperature or other medical screening) (ex: traffic Control);

- 5.3.8. mutually agreed upon small equipment and house furnishings (part of set up costs); and
- 5.3.9. back-up generator service in accordance with Exhibit B (ex: logistics specialist).

The parenthetical descriptions of the services and personnel in this section 5.3 are for convenience only and to facilitate FEMA reference. They are not intended to impose additional duties upon FGI beyond what is mutually agreed under this Agreement and Operations Plan. The services and/or personnel set forth in Sections 5.3.1 through 5.3.6 above are collectively, the **“House Services.”** The parties may amend the Operations Plan from time to time upon good faith consultation with one another with due consideration given to, among other things, the supply of COVID Vaccines and the scheduling constraints and/or costs already incurred by FGI in connection with providing the House Services. In connection with the foregoing, FGI shall provide cost estimates for House Services no later than fourteen (14) days prior to the commencement of the Vaccine Administration Program. All rate sheets, cost estimates, invoices for House Services shall be marked “CONFIDENTIAL” are intended by FGI to be designated as confidential (under RCW 42.56) and trade secrets (under RCW 19.108) and intended by FGI to not be subject to disclosure obligations of Licensee pursuant to section 12.6 below. FGI’s assertion of its intention in this Agreement is solely FGI’s assertion and shall not be construed as Licensee’s intention.

- 5.4. Third Party Service Providers. Licensee expressly acknowledges that certain House Services may be provided by third-party contractors of FGI. FGI shall charge Licensee the same amount for such services as are charged to FGI by such third-party contractors without markup.
- 5.5. Medical Services. FGI personnel shall not be involved in prescribing, administering, delivering, distributing, and dispensing of COVID Vaccines or temperature and health screening activities.
- 5.6. Parking. FGI shall provide free parking to members of the public, the Licensee, and Contractors participating in the Vaccination Administration Program in the parking lot directly to the north of the Stadium Complex and the Lumen Field Parking Garage. The approximate number of available parking spots to be made available in accordance with this Section 5.6 is one thousand two hundred forty five (1,245) parking spots, it being agreed that FGI may reduce the number of available parking spots by up to twenty percent (20%) on or around the dates of any Seattle Sounders matches scheduled at the Stadium Complex.
- 5.7. Payment Terms. Licensee shall pay FGI for all reimbursable costs no later than thirty (30) days after Licensee approves such costs in accordance with Section 5.2 or Section 5.3 of this Agreement. Licensee shall pay FGI for Utilities no later than thirty (30) days after receipt of invoice from FGI.

6. Utilities and Services

- 6.1. Utilities. FGI and/or its designee(s) shall provide or make available to Licensee, up to their respective existing capacities, capabilities, and/or inventories, the following utilities: electricity, gas, water, waste, recycling, and composting (not to be used for hazardous materials or medical waste) (collectively, **“Utilities”**). The Utilities shall be reimbursable in accordance with Section 5.2.
- 6.2. Exclusive Service Providers. Licensee acknowledges that FGI has exclusive arrangements with service providers for certain services at the Stadium Complex. With regard to the services set forth below in this Section 6.2, Licensee agrees to use and cooperate in good faith with the following service providers in their roles as subcontractors to FGI, which FGI may modify from time to time in its sole discretion and upon reasonable notice to Licensee. If Licensee is unable, after using reasonable efforts, to use the below service providers, Licensee shall immediately

discuss in good faith with FGI then-reasonable options for alternative service providers, which shall be subject to prior written approval by FGI:

- 6.2.1. Catering and concessions services – Levy and First & Goal Hospitality
 - 6.2.2. AV services – Audio Visual Management Solutions (AVMS)
 - 6.2.3. Stagehands – Rhino Staging
 - 6.2.4. Rigging – Titan Rigging
 - 6.2.5. Electrical Services – Edlen Electrical Exhibition Services
 - 6.2.6. Security – StaffPro/Allied Universal
- 6.3. Information Technology. Licensee acknowledges that FGI has installed and operates a comprehensive and elaborate information technology (IT) system at the Stadium Complex. In connection therewith, Licensee agrees to address in sufficient detail all IT-related needs and plans in the Operations Plan to be submitted to FGI.

7. Other Agreements and Scheduling Priorities

- 7.1. Master Lease. Licensee acknowledges and agrees that this Agreement is subject to the terms and conditions of the Master Lease. FGI represents that Licensee's use is consistent with the terms and conditions of the Master Lease. Upon notice that Licensee's use is inconsistent with FGI's obligations under the Master Lease, Licensee shall promptly discuss in good faith with FGI then-reasonable options for conforming the use.
- 7.2. Priority of Events. All events at the Licensed Facility, including the Vaccine Administration Program, shall be subject to and secondary in priority to the preseason, regular season, and playoff game schedules of the Seattle Seahawks professional football team and the Seattle Sounders professional soccer team, any event has the potential to host 30,000 or more guests, as determined by FGI in its sole discretion, and events covered by the Agreement on Event Scheduling Principles between FGI and the Seattle Mariners dated June 15, 1998 (the "Mariners Agreement"). If FGI determines the Vaccine Administration Program will conflict with any of the foregoing events, or in certain instances, events contemplated by the Mariners Agreement, and FGI advises Licensee in writing with a minimum of 40 days advance notice thereof, FGI may direct Licensee to cease operations for a prescribed period of time in order to avoid conflict with any such event.
- 7.3. Naming Rights Agreement; Exclusive Sponsors. Licensee agrees to use the name "Lumen Field," "Lumen Field Event Center," "Formerly CenturyLink Field," "Formerly CenturyLink Field Event Center," and/or "WaMu Theater," as applicable, when referencing the Licensed Facility in any print, radio, television, media, and other messages. Licensee acknowledges that certain FGI sponsors (and the sponsors of FGI's affiliates) have exclusive rights with regard to the Stadium Complex and agrees that no promotional and public-facing communications shall conflict with such exclusive rights, it being understood that FGI shall communicate such exclusive rights to Licensee from time to time when requested by Licensee.

8. Marketing and Promotions

- 8.1. Signage Within the Licensed Facility. FGI possesses exclusive rights in all marketing, advertising, and signage in or around the Stadium Complex. Licensee may not cover, block, or obscure in any manner any sign in or around the Stadium Complex. Any signage placed within the Licensed Facility by Licensee shall be subject to FGI's prior written approval and comply with applicable law, including, without limitation the Americans With Disabilities Act. Permission for directional signage with small logos that were produced and approved by FGI personnel prior to the Agreement Date for this Vaccine Administration Program is hereby granted, provided location and mounting structures and methods shall subject to prior approval by FGI.

9. Terms of Use

- 9.1. Duty of Care. Licensee shall use, and cause Contractors to use, the Licensed Facility in a safe and careful manner. Licensee shall not damage or deface any part of the Licensed Facility. Licensee shall not be liable for reasonable wear and tear.
- 9.2. Licensee's Representatives and Agents. A duly authorized managerial-level representative of Licensee shall be present at the Licensed Facility at the beginning of and during the Vaccine Administration Program. Licensee shall provide to all of its representatives and personnel in the Stadium Complex a distinctive, visual identification which shall be approved by FGI prior to the beginning of the License Term. FGI staff shall wear their regular uniform. As between FGI and Licensee, Licensee shall be solely responsible for the conduct, acts, and omissions of its employees and agents, and the employees and agents of the Contractors.
- 9.3. Entrances; Passageways. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities shall be kept unobstructed by Licensee and not used for any purpose other than ingress or egress.
- 9.4. FGI's Right of Entry. Notwithstanding anything to the contrary in this Agreement, duly authorized representatives of FGI and/or the PSA may enter the Licensed Facility and any other part(s) of the Stadium Complex at any time and on any occasion without any restrictions, including, without limitation, to enforce any applicable rule(s) or regulation(s), and to investigate and/or address any concerns related to safety and security.
- 9.5. Disorderly Persons. FGI reserves the right at all times to control any and all employees, agents, and Contractors of Licensee, and to refuse admission to or to cause to be removed from the Stadium Complex, any disorderly or undesirable person, including, without limitation, Licensee's employees, agents, and contractors, as determined by FGI in its reasonable discretion.
- 9.6. Solicitations. No collections, solicitations, raffles, or lotteries, whether for charity or otherwise, shall be made, attempted, authorized, conducted or announced by Licensee at or around the Stadium Complex without the prior written consent of FGI, which consent may be withheld at FGI's sole discretion.
- 9.7. Concurrent Events. Licensee acknowledges that the Licensed Facility is part of the Stadium Complex, which consists of multiple venues, and agrees that FGI may conduct concurrent events at other parts of the Stadium Complex provided that such concurrent events do not unreasonably interfere with the Vaccination Administration Program.
- 9.8. Condition of Licensed Facility at Move Out. At the end of the License Term, Licensee shall return the Licensed Facility to FGI in the same condition and repair as existed immediately prior to the commencement of the License Term, except for reasonable wear and tear. Licensee shall be responsible for all reasonable costs to repair or replace property damaged or lost at the Licensed Facility by Licensee, the Contractors, or their respective affiliates, agents, contractors, and

invitees, provided that FGI shall provide adequate documentation of such costs to Licensee not later than ten (10) days after termination of this Agreement. FGI shall use commercially reasonable efforts to provide Licensee with additional documentation or information reasonably necessary to meet Licensee's FEMA reimbursement obligations.

- 9.9. Removal of Property. Upon the expiration or sooner termination of the License Term, Licensee shall immediately remove all goods, wares, merchandise, property, and debris owned by Licensee or which Licensee has placed or permitted to be placed on or around the Stadium Complex. Any property not so removed shall be considered abandoned, and upon reasonable notice to Licensee, may be disposed of by FGI at the cost of Licensee. FGI shall have the sole right to collect and have the custody of articles left in or around the Stadium Complex by Licensee's employees, agents, Contractors, and invitees and to provide for the disposal thereof. FGI shall assume no responsibility for losses suffered by Licensee, the Contractors, or their respective employees, agents, and invitees which are occasioned by theft or disappearance in or around the Stadium Complex except as a result of FGI's negligent acts or omissions or intentional misconduct.

10. **Dangerous Materials**

- 10.1. Combustibles. Use of combustible materials is forbidden except in accordance with this Section 10. Any display, prop, decoration, material, or other personal property brought into the Licensed Facility by Licensee or its agent(s) must fully comply with the Fire Code of the City of Seattle. Licensee acknowledges and agrees that it (a) must obtain, and deliver to FGI for review no later than ten (10) days before the commencement of the Vaccination Administration Program, approval from the Fire Marshall's Office and a permit from the Department of Licenses and Inspections to bring into the Licensed Facility any explosive, gasoline, kerosene, acetylene, or other fuel or combustibles, and (b) may not cover up, obstruct, or conceal from view or access any of the firefighting equipment in the Licensed Facility.
- 10.2. Hazardous Substances. Licensee, the Contractors, and their respective employees, agents, and invitees are prohibited from bringing any hazardous substance into the Stadium Complex, or the areas surrounding the Stadium Complex, except for the COVID Vaccines and such medical supplies reasonably necessary for the Vaccine Administration Program, and cleaning supplies and disinfecting supplies in amounts appropriate for the Vaccine Administration Program. As used in this Section 10.2, "hazardous substance" has the meaning described in Exhibit C. If any governmental authority or other third party demands that a cleanup plan be prepared and that a cleanup be undertaken because the release of hazardous substances that occurs solely as a result of Licensee's, the Contractors', or their invitees' use of the Licensed Facility, Licensee shall, at Licensee's expense, prepare and submit the required plan and all related bonds and other financial assurances, and Licensee shall carry out all such cleanup plans. To the extent permitted by law, including applicable anti-deficiency statutes, Licensee agrees to indemnify FGI and PSA, and their respective affiliates, officers, directors, shareholders, owners, employees, and agents (collectively, the "**FGI Parties**") against any claims, costs, and expenses of any kind, whether direct or indirect, incurred voluntarily or pursuant to any state or federal law, statute, regulation or order, for the cleanup, extraction, detoxification or neutralization of the release of hazardous substances that occurs solely as a result of Licensee's, the Contractors', or their invitees' negligent acts or omissions or willful misconduct, but expressly excluding the same to the extent caused by FGI's and FGI Parties' negligent acts or omissions or willful misconduct. Licensee's obligations under this Section 10.2 survive termination or expiration of this Agreement.
- 10.3. Live Animals. No live animal, other than a bona fide "service animal" safely accompanying an individual with a disability (as defined by applicable law), will be permitted to enter or remain in the Licensed Facility.

- 10.4. Other. Neither Licensee nor its agents or Contractors may, without FGI's prior written consent, bring into the Stadium Complex any material, substance, equipment, or object that is reasonably likely to damage the Stadium Complex, or endanger the life of or cause bodily injury or death to, any person in the Stadium Complex. Without limiting the generality of the foregoing, Licensee and its agents and contractors may not bring into the Stadium Complex guns, swords, sabers, tasers, clubs, throwing stars, or knives (except those used as common eating utensils and service weapons carried by on-duty Seattle Police Officers and security personnel). The COVID Vaccines and equipment, instruments, and devices necessary to ensure safe and effective administration, delivery, distribution, and dispensing of COVID Vaccines are not subject to the prohibitions of this Section 10.4.

11. Licenses and Permits

- 11.1. Government Permits. No later than ten (10) days prior to the commencement of the Vaccination Administration Program, Licensee shall secure and deliver to FGI all licenses, permits, and approvals required by law, regulation, and/or ordinance in connection with the use of the Licensed Facility for the Vaccination Administration Program (collectively, "**Permits**"). In that connection, Licensee shall from time-to-time apprise FGI of the status and details of Licensee's efforts to secure Permits and coordinate in good faith with FGI, as necessary, to secure Permits.

12. Compliance With Laws and Rules

- 12.1. General. Licensee shall abide by, conform to, and comply with, and shall cause every person under its direction or control who is connected with the performance of any aspect of this Agreement to fully abide by, conform to, and comply with, all applicable laws, rules, regulations, and ordinances of the United States of America, the State of Washington, the City of Seattle, and their respective agencies, as well as all rules and regulations of FGI for the use, occupancy, and operation of the Licensed Facility, as may be provided to Licensee in writing from time-to-time. If Licensee is controlling any sale or distribution of tickets, Licensee will comply with all federal, state, and municipal laws, statutes, ordinances and regulations relating to the payment of taxes or charges on tickets, admissions or reservations, and shall file returns and pay all such taxes or charges immediately when due.
- 12.2. No Detrimental Uses. Licensee shall not use or attempt to use any part of the Licensed Facility in any way that would be contrary to law, common decency, or good morals, or otherwise improper or detrimental to the reputation of FGI.
- 12.3. No Discrimination. Licensee agrees not to discriminate against any FGI employee or agent or any person seeking a COVID Vaccine for any reason prohibited by law. The parties acknowledge that, pursuant to the Americans with Disabilities Act, as amended (42 U.S.C. Sec. 1201 et seq.) ("**ADA**"), programs, services and other activities provided by a public entity to the public, whether directly or through a vendor, must be accessible to the disabled public. FGI shall provide the services specified in this Agreement, and Licensee and its Contractors shall execute the Vaccine Administration Program, in a manner that complies with the ADA and any and all other applicable federal, state, and local disability rights legislation at all times.
- 12.4. Minority and Women Business Enterprises. Licensee acknowledges that FGI is committed to satisfying applicable Minority Business Enterprise and Women Business Enterprise initiatives established by King County, Washington, in connection with the operation of the Stadium Complex and agrees to cooperate reasonably with FGI in structuring Event-related arrangements to satisfy such initiatives.

- 12.5. Local Hiring. To the extent feasible, Licensee shall give preference in hiring to local residents and in particular residents from the areas immediately surrounding the Stadium Complex.
- 12.6. Access to Records and WA State Public Records Act. The City, its designated agents and funding entities, shall, upon reasonable advance written notice to FGI, have access during normal business hours to any books and records (collectively, “**Records**”) directly related to this Agreement. FGI shall supply the City with, or shall permit the City to make, a copy of any such books and records and any portion thereof.

FGI acknowledges that Licensee is subject to the Washington State Public Records Act 42.56 RCW. All materials received or created by the City are considered public records.

The State’s Public Records Act requires that public records be promptly disclosed by the City upon request unless that RCW or another State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in State law (reference RCW 42.56 and RCW 19.108).

If the City receives a public disclosure request for any records or parts of records that FGI has properly and specifically listed on the City Non-Disclosure Request Form, or records that have been specifically identified in this Agreement, the City will notify FGI in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow FGI up to ten (10) business days to obtain and serve the City with a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If FGI fails to obtain a court order and serve the City within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on FGI’s behalf. If FGI believes that its records are exempt from disclosure, FGI is obligated to seek an injunction under RCW 42.56.540. FGI acknowledges that the City will have no obligation or liability to FGI if the records are disclosed in accordance with applicable law.

This provision shall survive the expiration or other termination of this Agreement.

13. Insurance

13.1. Coverage.

The City of Seattle maintains a fully funded self-insurance program, approved by the State of Washington, for the protection and handling of the City’s liabilities including injuries to persons and damage to property. FGI acknowledges, agrees and understands that the City is self-funded for all its liability exposures. The City agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The City agrees to provide FGI with at least 30 days prior written notice of any material change in the City’s self-funded program and, if requested, will provide FGI with a letter of self-insurance as adequate proof of coverage. FGI further acknowledges, agrees and understands that the City does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, the City does not have the ability to add FGI as an additional insured.

14. Risk of Loss and Indemnity

14.1. Indemnification.

- 14.1.1. To the extent permitted by law, including any applicable anti-deficiency statutes, Licensee shall defend, indemnify, and hold harmless the FGI Parties from and against any and all liabilities, damages, actions, costs, losses, claims, and expenses (including attorneys’ fees) caused solely by: (a) Licensee’s breach of any obligation, representation, or warranty under

this Agreement; and (b) Licensee's or the Contractors' negligent acts and omissions and willful misconduct.

14.1.2. FGI shall defend, indemnify, and hold harmless Licensee and its respective affiliates, officers, directors, agents, contractors, employees, from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys' fees) caused solely by: (a) FGI's breach of any obligation, representation, or warranty under this Agreement; and (b) FGI's or FGI Parties' negligent acts and omissions and willful misconduct.

14.2. Industrial Insurance. Each party agrees that its obligations under this section extend to any claim, demand, or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

14.3. Condition of Licensed Facility. Licensee acknowledges and agrees that (a) it has made an adequate investigation and inspection of the visible features of the Licensed Facility and has made its own determination regarding the suitability of the Licensed Facility for the Vaccine Administration Program (including, without limitation, for administration, delivery, distribution, and dispensing of COVID Vaccines, social distancing, and other disease prevention practices); and (b) it is satisfied with the condition, fitness, and order of the Licensed Facility. Licensee agrees that the Licensed Facility shall be delivered by FGI to Licensee "AS IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose. Licensee hereby waives any claims against FGI for any defects in the Licensed Facility not raised in writing by Licensee prior to the execution of this Agreement.

14.4. Licensee's obligations under this indemnity Section 14 and Section 10 shall not exceed the appropriation authorized at the time Licensee must fulfill its indemnity obligations and nothing in this Agreement may be considered as insuring that Licensee will appropriate sufficient funds in the future to fulfill its indemnity obligations. Appropriated funds that are subject to this indemnity obligation include, but are not limited to, funds in the Licensee's self-insurance program and in the Judgment Claims Subfund (00126) established by Ordinance 124088, and future moneys appropriated for the same purposes.

15. Default and Remedies

15.1. Default by Licensee. Licensee shall be in default of this Agreement if: (a) Licensee materially breaches this Agreement; (b) Licensee or the Contractors violate any applicable federal, state, and local law, regulation, requirement, authorization, or approval related to the Vaccine Administration Program or their use of the Licensed Facility. Upon any such default, FGI may, in its sole discretion, terminate the Agreement by giving Licensee written notice of such termination (which notice) shall not excuse breaches of the License Agreement which have already occurred and pursue any and all other remedies available to FGI either at law or equity. No single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy.

15.2. Default by FGI. In the event that FGI fails to perform or observe any material covenant(s) hereunder, Licensee shall provide FGI with written notice specifying the failure with particularity, and FGI shall have fourteen (14) business days from its receipt of such written notice to cure such failure. If such failure is not cured within such fourteen (14) day period, Licensee's sole and exclusive remedy shall be to seek an action for actual damages in an amount not to exceed the aggregate total amount of fees and Reimbursable costs paid to FGI by Licensee under this Agreement ("Fees").

16. Force Majeure

- 16.1. Definition. For purposes of this Agreement, an “**Event of Force Majeure**” means any unforeseen cause or event which is beyond the reasonable control of a party and which renders the performance of this Agreement by such party impossible, including, without limitation, life-threatening weather, flood, earthquake, hurricane, fire, national emergencies, declarations of war, riot, civil disturbance, sabotage, acts of terrorism, explosions, and acts of any governmental body or agency having jurisdiction.
- 16.2. Occurrence. If the Licensed Facility or any part of the Stadium Complex are destroyed (in part or whole) by an Event of Force Majeure, or if FGI reasonably determines that it cannot make the Licensed Facility available to Licensee or perform its obligations hereunder as a result of any Event of Force Majeure, then (a) FGI may terminate this Agreement effective as of the date of the occurrence of the Event of Force Majeure, (b) FGI shall refund any Fees paid by Licensee pursuant to this Agreement, and (c) each party shall bear its own out-of-pocket expenses incurred in connection with this Agreement which are unable to be mitigated after its reasonable efforts to do so. If an Event of Force Majeure renders execution of the Vaccine Administration Program impossible, then Licensee may terminate this Agreement upon written notice and reimbursement to FGI of expenses already incurred by FGI in connection with this Agreement.
- 16.3. Emergency. Licensee acknowledges and agrees that FGI, upon consultation with appropriate authorities and Licensee, shall have the right, in its sole discretion, to cancel or interrupt the Vaccine Administration Program if such an act is deemed necessary by FGI in its reasonable discretion as a result of an emergency or other condition which threatens public health and/or safety. Such a cancellation shall be deemed an Event of Force Majeure, and Licensee hereby waives any and all claims for damages or compensation of any kind whatsoever due to a cancellation or interruption instituted by FGI hereunder.

17. INTENTIONALLY DELETED

18. Miscellaneous

- 18.1. Exhibits. All Exhibits attached hereto are incorporated into and made part of this Agreement. If there is any conflict between these terms and conditions and any exhibit attached hereto, the provisions of these terms and conditions shall control, unless the parties expressly (a) acknowledge the conflicting term(s), and (b) state in the applicable exhibit their intent to supersede such conflicting term(s).
- 18.2. Intentionally Deleted.
- 18.3. Entire Agreement. This Agreement reflects the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior agreements, understandings or commitments, written or oral, between the parties. No representation, inducement, or agreement, oral or otherwise, not contained, expressly incorporated, or embodied herein shall be of any force and effect. This Agreement may only be modified or amended by a subsequent written agreement signed by both parties hereto.
- 18.4. Notices. Notices by FGI and Licensee to one another shall be deemed duly given if (a) delivered personally with a signed receipt evidencing such delivery, (b) mailed by certified mail, return receipt requested, postage prepaid, or (c) delivered by duly recognized air courier service to the following addresses:

TO FGI: First & Goal Inc.
Attn: Legal Department
800 Occidental Ave. S.
Seattle, WA 98134

With Copy To:
Legal Department
12 Seahawks Way
Renton, WA 98056
Legal@Seahawks.com

TO LICENSEE: Department of Finance and Administrative Services/Facility Operations
Attn: Julie Matsumoto, Deputy Director
700 5th Avenue, Suite 5200
PO Box 94689
Seattle, WA 98124-4689
Email: Julie.matsumoto@seattle.gov
Phone: 206-437-4413

- 18.5. Assignment. Licensee may not assign or sublicense any right(s) under this Agreement without the prior written consent of FGI in each instance, which may be withheld at FGI's sole discretion. Any attempt by Licensee to assign this Agreement or sublicense its right to use the Licensed Facility without the prior written consent of FGI shall be null and void *ab initio*.
- 18.6. Publicity. No news release, advertisement, promotional material, tour, or demonstration related to this Agreement or any work performed pursuant to this Agreement shall be produced, distributed, or take place without the prior, specific approval of both the City's Project Manager or his/her designee and an authorized representative of FGI. FGI acknowledges that Licensee is subject to the Open Public Meetings Act and WA Public Records Act and the Vaccine Administration Program will be discussed at public meetings, public presentations, and subject to public comments.
- 18.7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted heirs, executors, administrators, representatives, agents, successors, and assigns and any corporation into or with which any corporate party hereto may merge or consolidate.
- 18.8. Survival. The rights and obligations of the parties set forth in Sections 3, 4, 14, 15.1, 17, 18.4, 18.9, 18.10, and 18.11, and any right or obligation of the parties in this Agreement which, by its nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 18.9. Relationship of Parties. The relationship between FGI and Licensee under this Agreement is that of independent contractors and not agents or employees. Under no circumstances shall this Agreement be considered a contract of partnership or joint venture. Neither party shall have any authority to obligate or bind the other party in any manner except as expressly provided herein. Further, no agent, servant, or employee of Licensee or any of its subcontractors shall be deemed an agent, servant, or employee of FGI.
- 18.10. Governing Law. The validity of this Agreement, the construction of its terms, and the determination of the rights and duties of the parties hereto shall be governed by and construed in

accordance with the laws of the State of Washington, without regard to its conflict of laws principles.

- 18.11. Contract Interpretation. This Agreement shall be deemed to have been mutually drafted and shall be construed in accord with its terms. Neither party shall be entitled to any presumption or construction in such party's favor as a result of either party having assumed the primary burden of drafting any part of this Agreement.
- 18.12. Waivers. Failure by either party to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election, or option. No waiver of any covenant, agreement, term, provision, or condition of this Agreement by either party shall be deemed to have been made unless expressed in writing.
- 18.13. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then (a) such provision will be deemed amended to achieve as nearly as possible the same economic or other effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.
- 18.14. Headings. The headings in this Agreement are solely for the convenience of the parties, and shall not be deemed part of, or considered in construing, this Agreement.
- 18.15. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will constitute one and the same instrument.
- 18.16. Third Parties. There are no third-party beneficiaries to this Agreement, and this Agreement does not impart any rights enforceable by any person or entity that is not a party hereto.
- 18.17. Amendments. No alteration or modification of the terms of this Agreement shall be valid unless made in writing and signed by an authorized representative of each of the parties hereto.
- 18.18. FEMA Requirements. The Conditions and Certifications Required by FEMA, attached as Exhibit D, are incorporated herein and FGI shall execute the Byrd Anti-Lobbying Certification in Exhibit E.

IN WITNESS WHEREOF the parties have each caused this Agreement to be executed and delivered by a duly authorized representative as of the Agreement Date.

FOR FIRST & GOAL:

By: 

Print Name: David Young

Title: SVP / GM

FOR CITY OF SEATTLE:

By: 

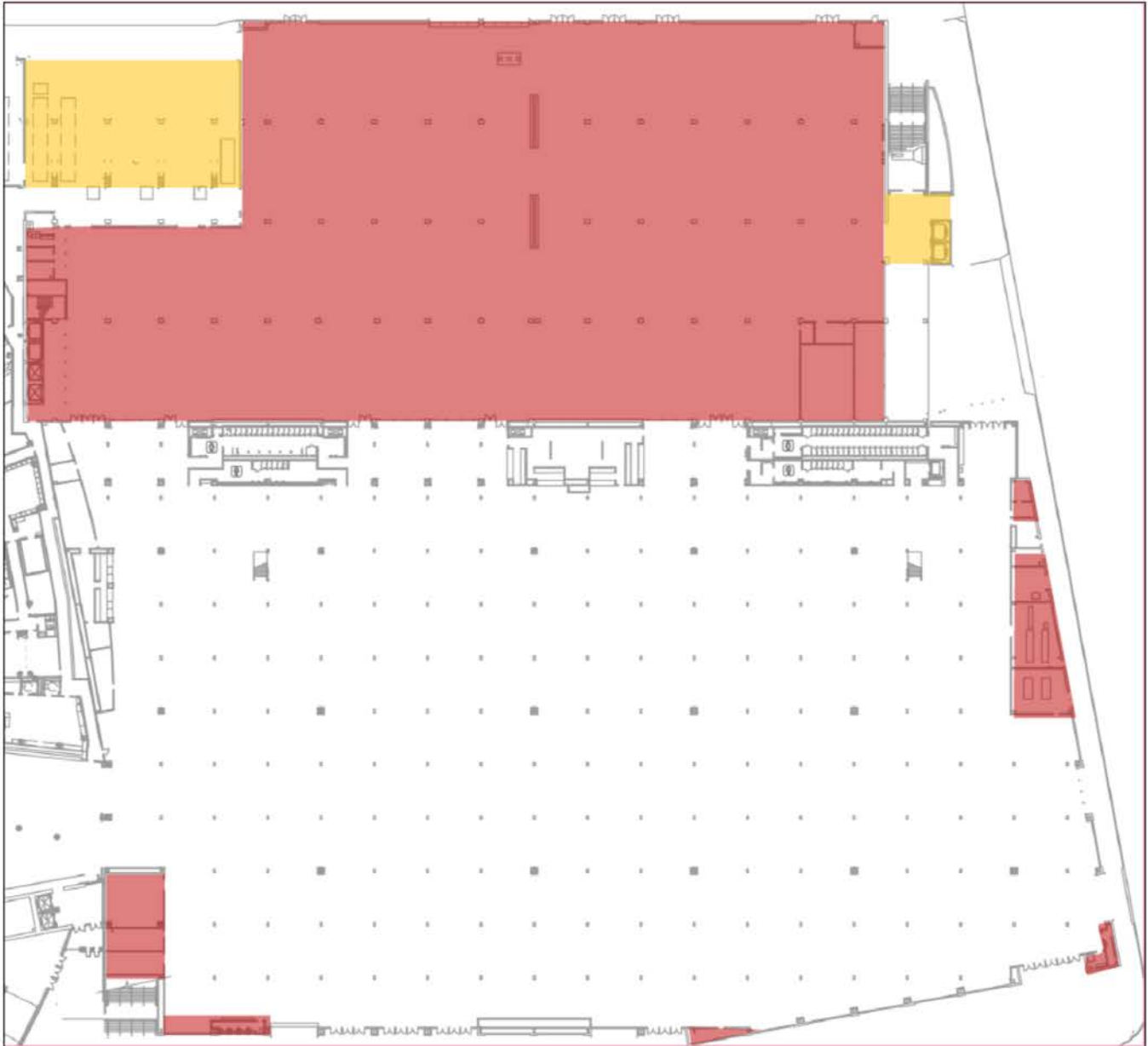
Print Name: Calvin W. Goings

Title: Director, Department of Finance and Administrative Services

EXHIBIT A – LICENSED FACILITY

The diagrams and descriptions below illustrate and describe the scope of the Licensed Facility (as defined in Section 1.1). Licensee shall have no right to use or access the areas of the Event Center that are identified in red shading below (including, without limitation, the east hall of the Event Center). Under no circumstances shall such areas be deemed part of the Licensed Facility. Licensee further acknowledges that other parties (including FGI) may access and use the areas identified in yellow shading below. Licensee shall have the right to transiently use and access stairways, corridors, elevators, hallways, loading docks, and service access points.

Exhibition Center



[Exhibit A is continued on following page]

Concourse Level of the Exhibition Center

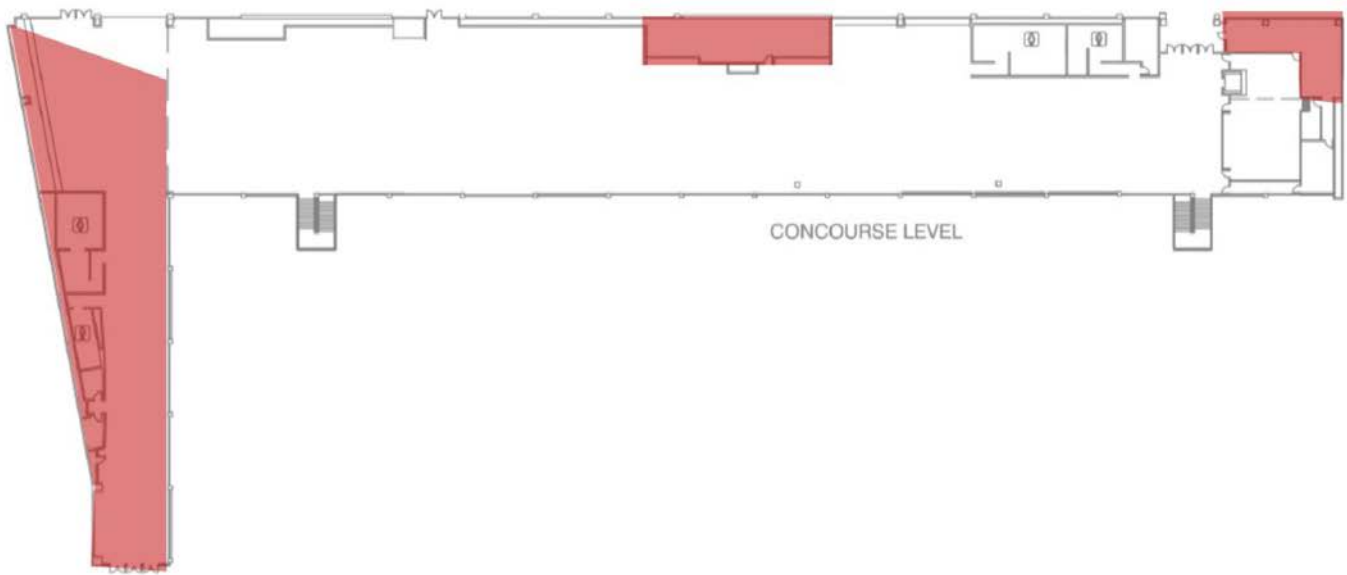


EXHIBIT B – Backup Generator Service

In accordance with Section 5.3.9 of the Agreement, FGI and its exclusive electrical contractor Edlen Electrical Exhibition Services of Washington, Inc. (“Edlen”):

- (a)** acknowledge that the provisioning of temporary refrigeration power will utilize the venue power source and include transfer to the onsite backup generator;
- (b)** covenant to arrange for transfer testing of the system prior to installation with the Licensee’s Electrical Engineer to demonstrate that transfer upon installation is functional;
- (c)** covenant to coordinate with Licensee in good faith to respond to and address additional reasonable needs of Licensee and the Contractors, it being agreed that such measures (e.g., 24 hour standby) may result in additional reimbursable costs for Licensee.

Notwithstanding the foregoing, neither FGI nor Edlen shall be held liable for any losses of power (and related consequences) beyond the reasonable control of FGI and/or Edlen, including, without limitation, losses due to utility company failure, permanent power infrastructure failure, Events of Force Majeure, natural disaster, terrorism, power failure due to vandalism, faulty equipment not supplied by FGI or Edlen, usage overloads caused by Licensee or the Contractors, or any negligent or willful acts or omissions of Licensee or the Contractors.

EXHIBIT C – Hazardous Substances

As used in this Agreement, “Hazardous Substances” means any hazardous or toxic substance, material, or waste, including but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials table (49 CFR 172.101) for the United States Environmental Protection Agency as hazardous substances (40 CFR Part 302) or those substances, materials and wastes regulated under the Washington Model Toxics Control Act Regulations (WAC 173-340) and amendments thereto, petroleum products, or any other substances, materials or wastes that are or become regulated under any applicable local, state or federal law relating to the protection of human health or the environment.

EXHIBIT D – FEMA Conditions and Certifications

This Agreement is a direct result of the City of Seattle’s response to immediate needs related to the COVID-19 pandemic outbreak. The following provisions are hereby added to the Agreement. For avoidance of doubt, “Contractor” refers to FGI in this Exhibit.

A. Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report any known violation of the foregoing to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract to this Agreement exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

1. Contractor 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.
2. Contractor agrees to report each known violation of the foregoing to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract to this Agreement exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

C. Suspension and Debarment

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into in connection with this Agreement.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see Exhibit E). 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.

E. Procurement of Recovered Materials

1. In the performance of this Agreement, Contractor shall use commercially reasonable efforts to use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. meeting contract performance requirements; or
 - c. 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/comprehensive-procurement-guideline-cpg-program>.

2. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. Access to Records

The following access to records requirements apply to this Agreement:

1. Upon advance written notice, Contractor agrees to provide the City, the State of Washington, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives reasonable access to any books, documents, papers, and records of Contractor which are directly pertinent to this Agreement and necessary for the purposes of making audits, examinations, excerpts, and transcriptions, it being agreed that Contractor may assert any privilege or exemption to which it may be entitled to under federal and state law.
2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy the foregoing excerpts and transcriptions as reasonably needed.
3. Contractor agrees to provide the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
4. In compliance with the Disaster Recovery Act of 2018, the City and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

G. DHS Seal, Logo, and Flags

1. Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

H. Compliance with Federal Law, Regulations, and Executive Orders

1. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

I. No Obligation by Federal Government

1. The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

J. Program Fraud and False or Fraudulent Statements or Related Acts

1. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

K. Compliance with the Contract Work Hours and Safety Standards Acts

1. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty

hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. In the event of any violation of the foregoing clause, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the foregoing clause.
3. The City of Seattle shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under this Agreement or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.
4. Contractor and subcontractor shall insert in any subcontracts the clauses set forth in paragraph (m)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

EXHIBIT E - Byrd Anti-Lobbying Certification

In accordance with APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING: Certification for Contracts, Grants, Loans, and Cooperative Agreements, the undersigned certifies, to the best of his/her/their 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.
4. 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.
5. First and Goal, Inc., 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

David Young SVP/ GM

Name and Title of Contractor's Authorized Official

February 21, 2021

Date

Technology Contract - Purchasing, FAS (Rev. 1/31/2020)

TECHNOLOGY CONTRACT

City of Seattle

CONTRACT FOR MASS VACCINATION SOLUTION FOR CITY OF SEATTLE

TABLE OF CONTENTS

1.	Term of Contract.....	1
2.	Survivorship.....	1
3.	Statement of Work	1
4.	Expansion Clause	2
5.	Work Order Process	2
6.	Documentation.....	2
7.	Payment Procedures	3
8.	Taxes, Fees and Licenses	5
9.	Timely Completion.....	5
10.	License for Use – Licensed Properties.....	5
11.	Software Upgrades and Enhancements and Optional Modules.....	6
12.	Warranties.....	6
13.	Reauthorization Code Required	9
14.	Escrowing of Source Language of Licensed Software (RESERVED).....	9
15.	Title to Equipment (RESERVED)	9
16.	Ownership of Deliverables	9
17.	Contract Bond (RESERVED).....	10
18.	Risk of Loss, Freight, Overages or Underage (RESERVED)	10
19.	Protection of Persons and Property	10
20.	Contract Notices, Deliverable Materials and Invoices Delivery.....	10
21.	Representations.....	11
22.	Inspection.....	11
23.	Social Equity Requirements	11
24.	Assignment and Subcontracting	12
25.	Key Persons and Subcontractors.....	12
26.	Equal Benefits.....	12
27.	General Legal Requirements.....	13
28.	Violations of Law	13
29.	Indemnification	13
30.	Insurance.....	14
31.	Review of Vendor Records	15
32.	Independent Vendor	15
33.	No Conflict of Interest	16

34.	No Gifts or Gratuities	16
35.	Campaign Contributions (Initiative Measure No. 122)	16
36.	Paid Sick Time and Safe Time Ordinance	16
37.	Other Labor Standards Requirements.....	16
39.	Contract Workers with 1,000 Hours	16
40.	Errors & Omissions: Correction	17
41.	Intellectual Property Rights	17
42.	Confidentiality	17
43.	Publicity	18
44.	Inter-local Agreement Act	Error! Bookmark not defined.
45.	Background Checks and Immigrant Status.....	18
46.	Notification Requirements for Federal Immigration Enforcement Activities	18
47.	Dispute Resolution.....	19
48.	Termination.....	19
49.	Force Majeure– Suspension and Termination.....	20
50.	Major Emergencies or Disasters	20
51.	Debarment	21
52.	Recycle Products Requirements.....	21
53.	Section Headings, Incorporated Documents and Order of Precedence	22
54.	Entire Agreement.....	22
55.	Authority for Modifications and Amendments	22
56.	Severability.....	22
57.	Vendor Authorizations	23
58.	Data and Security.....	23
59.	Ability to Perform	28
60.	Limitations of Liability	28
61.	Miscellaneous Provisions	29

TECHNOLOGY CONTRACT
The City of Seattle
CONTRACT FOR MASS VACCINATION SOLUTION FOR CITY OF SEATTLE

This Contract is made and entered into by and between The City of Seattle ("City" or "Covered Entity"), a Washington municipal corporation; and **SIGNETIC LLC** (Address: 1335 N Northlake Way, Suite #202 Seattle, WA 98103) ("Signetic," "Vendor," "Contractor", or "Business Associate"), a Washington limited liability company authorized to do business in the State of Washington.

Vendor Business: Signetic LLC.
Name of Representative: Chandika Bhandari
Vendor Address: 1335 N Northlake Way, Suite #202 Seattle, WA 98103
Vendor Phone: 1 425-894-9610
Vendor e-mail: info@signetic.com

WHEREAS, the purpose of this contract is to implement a registration and billing solution; and

WHEREAS, Vendor was selected as a result of the urgent registration and billing needs to stand up City of Seattle mobile and mass vaccination sites to address the COVID-19 Pandemic ; and

WHEREAS, funds for this purpose are authorized through the City of Seattle =budget;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the Statement of Work contained herein, as attached and made a part hereof, the City and Vendor mutually agree as follows:

1. Term of Contract

This contract shall extend throughout the development, installation, testing and delivery, until City has completed acceptance in accordance with the Statement of Work (ATTACHMENT A). Continuous one-year extensions shall continue thereafter for licensing, maintenance and support. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Vendor may also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.

2. Survivorship

All purchase transactions and deliverables executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices and price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extensions thereof. The terms and conditions set forth in Purchase Order documents, Vendor's policies and procedures incorporated by reference into Purchase Orders, Service Level Agreements, click-thru terms on website entry portal buttons, and any other subsequent transaction documentation shall not be interpreted to amend or modify this Agreement, supersede or limit terms and conditions herein, or otherwise limit Vendor's obligations or expand City obligations under this Agreement. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract. In addition, the terms of the sections titled Overpayments to Vendor, Warranties, Publicity, Section Headings, Incorporated Documents and Order of Precedence, Publicity, Review of Vendor Records, Patent and Copyright Indemnification, Data and Security, Disputes and Limitations of Liability, shall survive the termination of this Contract.

3. Statement of Work

Vendor shall provide the following products and/or services as attached in **Attachment A: Statement of**

Work, (“SOW”) for the Implementation of a **MASS VACCINATION SOLUTION FOR CITY OF SEATTLE** for which work shall be authorized by individual Work Orders executed in accordance with the Work Order provision herein. These products and/or services shall be termed “work” herein.

4. Expansion Clause

This contract may be expanded as mutually agreed, if such expansion is approved in writing by the Buyer from the Purchasing Office of the Department of Finance and Administrative Services, City of Seattle (“Buyer”). No other City employee is authorized to make such written notices. The Buyer will ensure the expansion meets the following criteria collectively: (a) it could not be separately bid, (b) the change is for a reasonable purpose, (c) the change was not reasonably known to either the City or vendors at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law); (d) the change is not significant enough to be reasonably regarded as an independent body of work; (e) the change could not have attracted a different field of competition, and (f) the change does not vary the essential identity or main purpose of the contract. The Buyer shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Buyer. Certain Work Orders or changes are not considered an expansion of scope, including an increase in quantities ordered, the exercise of options and alternates in the bid, change in design and specifications that does not expand the work beyond the limits provided for above, or ordering of work originally identified within the originating solicitation. If such changes are approved, changes are conducted as a written order issued by the Purchasing Buyer in writing to the Vendor.

5. Work Order Process

The first work order is the Statement of Work as described in Attachment A shall commence upon authorization to proceed. The Statement of Work includes ongoing maintenance, feature development, and an on-going commitment to improve backend automation, accessibility (e.g., ADA), integrations, incorporation of new tools, and meet changing operational needs and government requirements.

The City may, at its option, add, delete or modify any part of any work order by giving Vendor notice of such change within the time period specified in the applicable work order.

The Vendor shall not proceed with any extra services unless authorized by a mutually agreed upon amendment. Such extra work shall be in compliance with Section 4 (Expansion Clause) and shall be authorized in writing only by the Purchasing Buyer, Department of Finance and Administrative Services. Any costs incurred due to the performance of extra work will not be reimbursed until or unless an amendment is agreed upon.

The City does not guarantee utilization of goods and services provided for in this Contract for which the City has not issued a work order(s). The City may itself provide these goods or services or may award contracts to other Vendors for similar goods and services. In such instances, the Vendor shall not be responsible for the operation, performance or maintenance for equipment so obtained.

6. Documentation

Unless specified otherwise in Contract attachments, Vendor will provide an electronic copy of documentation for each Software/Hardware order or System delivered, including technical and maintenance information, and, where applicable, installation information. Vendor shall also provide an electronic copy of documentation for each updated version of Software that vendor provides. Vendor shall provide the documentation on or before the date Vendor delivers its respective Software. There shall be no additional charge for this documentation or the updates, in whatever form provided. Vendor’s Software documentation shall be comprehensive, well structured, and indexed for each reference. If Vendor maintains its technical, maintenance and installation documentation on a web site, Vendor may fulfill the obligations set forth in this

section by providing Purchaser access to its web-based documentation information.

The City reserves the right to withhold payment for a deliverable, modification or enhancement until it receives all documentation associated with the same.

7. Payment Procedures

Vendor shall only invoice upon the City's approval of the deliverable and in a manner consistent with the payment schedule attached, if any. An invoice is considered received when it is date-stamped as received by the office of the recipient who is designated within this contract. If the invoice is not date-stamped or otherwise marked as received by a department, the date of the invoice will be considered the date the invoice is received. Once the City has received and approved the invoice, the City will provide payment within thirty (30) days. The aggregate amount represents the full and final amount to be paid by the City for all expenses incurred and incidentals necessary to complete the work.

The City shall not be obligated to pay any other compensation, fees, charges, prices or costs, nor shall Vendor charge any additional compensation for completing the work order of the Statement of Work. All costs invoiced to the City, shall be associated with an active and open work order.

Invoices for hardware and software installed in City facilities and other work performed under this Contract shall be submitted, in writing to the City's Project Manager. Invoices shall include such information as prescribed in the Specifications or Statement of Work, and is necessary for the City to determine the exact nature of all expenditures and shall reference this Contract. Additional payment terms or invoice instructions may be mutually agreed upon by the City and the Vendor.

Payment does not constitute whole or partial acceptance; City acceptance of the System shall only occur by formal written notice to that effect.

7.1. Advance Payment Prohibited

The City does not accept requests for early payment, down payment or partial payment, unless the Bid or Proposal Submittal specifically allows such pre-payment proposals or alternates within the bid process. Maintenance subscriptions may be paid up to one year in advance provided that should the City terminate early, the amount paid shall be reimbursed to the City on a prorated basis; all other expenses are payable net 30 days after receipt and acceptance of satisfactory compliance.

7.2. Travel and Other Direct Charges

If the specifications and statement of work for this purchase have specifically identified travel and/or other direct costs that the City intends to reimburse, then the following requirements shall apply. All such expenses must be pre-approved in writing by the Project Manager. If the specifications and scope of work do not clearly identify such costs for compensation, then no compensation will be given.

- City will reimburse the Vendor at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants or subcontractors.
- The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, receipts,

subconsultant/subcontractor paid invoices, and other supporting documents used by the Vendor to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

- The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Seattle Travel Policy, details of which can be provided upon request.
- **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach class fare only. Receipts detailing each airfare are required. Unusual itineraries or multi-leg trips shall be prorated to the business requirements of this contract at the sole discretion of the City.
- **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed (the current Federal Per Diem daily meal rate used by the City for reimbursement will be provided upon request). *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published Runzheimer Cost Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- **Vehicle Mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Documentation of mileage incurred is required. Please note: payment for mileage incurred for long distances traveled shall not be more than an equivalent trip round-trip airfare on a commercial airline for a coach or economy class ticket.
- **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPSunit).
- **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.
- **Subcontractor:** Subcontractor expenses will be reimbursed at the actual cost incurred and may not include a markup. Copies of all subcontractor invoices that are rebilled to the City are required.

7.3. Disputed Work

Notwithstanding all above, if the City believes in good faith that some portion of Work has not been

completed satisfactorily, the City may require Vendor to correct such work prior to The City payment. In such event, the City will provide to Vendor an explanation of the concern and the remedy that the City expects. The City may withhold from any payment that is otherwise due, an amount that the City in good faith finds to be under dispute, or if the Vendor does not provide a sufficient remedy, The City may retain the amount equal to the cost to The City for otherwise correcting or remedying the work not properly completed.

8. Taxes, Fees and Licenses

- a. Taxes: Where required by state statute, ordinance or regulation, Vendor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, The City agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by the Vendor shall be made for federal excise taxes and The City agrees to furnish Vendor with an exemption certificate where appropriate.
- b. Fees and Licenses: Vendor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Vendor's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply with said changes during the entire term of this Contract. Vendor must pay all custom duties, brokerage or import fees where applicable as part of the contract price. Vendor shall take all necessary actions to ensure that materials or equipment purchased are expedited through customs.
- c. Vendor is to calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax is to be computed on new items after deduction of any trade-in, in accordance with WAC 458-20-247.

9. Timely Completion

a. Time is of the Essence

The City has an immediate need to implement the System (as defined below) for the management and operation of the City. Therefore, time is of the essence in all matters relating to this Contract

10. License for Use – Licensed Properties.

Vendor hereby grants to the City, and the City accepts from the Vendor, for so long as the City continues to use the Licensed Properties, a perpetual, non-exclusive, non-transferable, fully paid, royalty free license to use and access the Licensed Properties subject to the terms and conditions of this Agreement.

The license to the Licensed Properties above is governed by the following additional restrictions and limitations:

The scope of the license to the City is limited to use and access of the Licensed Properties solely in connection with the operation of vaccination sites or clinics located solely within the boundaries of the City, and solely for sites or clinics managed by the City. The City shall have the right to sublicense the Licensed Properties to other third parties -- for example, school districts, other government agencies, Kaiser Permanente, Swedish, U of W, Providence-- to access and use the Licensed Properties provided by Vendor to the City in connection with the operation of vaccination sites or clinics managed by the City, but such third party entities shall not be permitted to modify the Licensed Properties other than for their intended use (e.g. entry and modification of records), or use or access the Licensed Properties for their own independent use and to otherwise operate independent vaccination sites or clinics apart from the City. The City is prohibited from expanding its use of the Licensed Properties beyond its own managed and controlled sites or clinics within the City limits.

For purposes of this Agreement:

“System” means the Mass Vaccination System as described in the SOW.

“Software” means all computer programs and software in machine readable object code and source code comprising the System, and any updates or modifications thereto provided by Vendor pursuant to this Agreement.

“Documentation” means all manuals, user documentation, and related materials pertaining to the Software which are furnished by the City by Vendor in connection with the Software.

“Licensed Properties” means the System, the Software, and the Documentation.

11. Software Upgrades and Enhancements and Optional Modules

Vendor shall:

- a. Supply at no additional cost updated versions of the Software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of hardware;
- b. Supply at no additional cost updated versions of the Software that encompass improvements, extensions, maintenance updates, error corrections, or other changes that are logical improvements or extensions of the original Software supplied to City; and
- c. Supply at no additional cost interface modules that are developed by Vendor for interfacing the Software to other Software products.
- d. Supply additional optional modules that may be compatible with the system software per attached list.

12. Warranties

12.1 Warranty of the System

Commencing on the date that the City issues its Final Acceptance Certificate, and extending for a period of one (1) year, Vendor warrants that the Software furnished hereunder shall be free from programming errors and that the Software and hardware shall be free from defects in workmanship and materials and shall operate in conformity with the performance capabilities, Statement of Work, functions and other descriptions and standards applicable thereto and as set forth in this Contract including but not limited to the City’s Request for Proposals; that the services shall be performed in a timely and professional manner by qualified professional personnel; and that the services, Software and Hardware shall conform to the standards generally observed in the industry for similar services, Software and hardware. If Vendor is not the original Software or hardware manufacturer, Vendor shall obtain in writing the manufacturer’s consent to pass through all Software and hardware warranties for the City’s benefit. During this warranty period, Vendor shall replace or repair any defect appearing in the Software or hardware, or deficiency in service provided at no additional cost to the City.

12.2 Warranty Against Planned Obsolescence

The Vendor warrants that the products proposed to and acquired by the City under this Contract are new and of current manufacture, and that it has no current plans for announcing a replacement line that would be marketed by Vendor as a replacement for any of the products provided to the City under this Contract and would result in reduced support for the product line within which the System furnished to the City is contained. The Vendor further warrants that, in the event that a major change in hardware, software, or operating system occurs that radically alters the design architecture of the System and makes the current design architecture obsolete within three (3) years after full execution of this Contract, and if the City continues its annual maintenance Contract with the Vendor, the Vendor shall provide the City with a replacement hardware, software, or operating system(s) that continues the full functionality of the systems, at no extra cost to the City.

12.3 No Surreptitious Code Warranty

The Vendor warrants to the City that no copy of the licensed Software provided to the City contains or will contain any Self-help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the “No Surreptitious Code Warranty.”

As used in this Contract, “Self-help Code” means any back door, time bomb, drop dead device, or other Software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the Software. The term “Self-help Code” does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, “Unauthorized Code” means any “virus,” “Trojan horse,” “worm” or other Software routines or Equipment components designed to permit unauthorized access to disable, erase, or otherwise harm Software, Equipment, or data or to perform any other actions. The term Unauthorized Code does not include Self-help Code.

The Vendor shall defend City against any claim, and indemnify the City against any loss or expense arising out of any breach of the No Surreptitious Code Warranty.

12.4 Title Warranty and Warranty against Infringement

The Vendor warrants and represents that the hardware and Software provided under this Contract is the sole and exclusive property of the Vendor or that the Vendor is authorized to provide full use of the hardware and Software to the City as provided herein. The Vendor warrants that it has full power and authority to grant the rights granted by this Contract to the City without the consent of any other person or entity.

In the event of any claim by a third party against the City for software used in the United States asserting a patent, copyright, trade secret, or proprietary right violation involving the System acquired by the City hereunder or any portion thereof, Vendor shall defend, at its expense, and shall indemnify the City against any loss, cost, expense, or liability arising out of such claim, whether or not such claim is successful; provided, however, that Vendor is notified by the City in writing within a reasonable time after the City first receives written notice of any such claim, action, or allegation of infringement. In the event a final injunction or order is obtained against the City’s full use of either the System or any portion thereof as a result of any such claim, suit or proceeding, and if no further appeal of such ruling is practicable, Vendor shall, as mutually agreed upon and at Vendor’s expense:

- a. procure for the City the right to continue full use of the System; or
- b. replace or modify the same so that it becomes non-infringing (which modification or replacement shall not affect the obligation to ensure the System conforms with applicable Statement of Work); or
- c. if the product was purchased and the actions described in item (a) or (b) of Section 12.4, are not practicable, re-purchase the product from the City at a price mutually agreed upon, which shall relate to the value and utility of the product to the City; or
- d. if the System was leased, licensed, purchased or rented, and the actions described in item (a), (b), or (c) of Section 12.4, are not practicable, remove such System from the City’s site(s) and pay the City promptly after notification for all direct and consequential damages suffered by the City as a result of the loss of the infringing product and any other continued utility of which to the City is adversely affected by the removal of the infringing product, and hold the City harmless from any further liability therefore under any applicable Order, Settlement, or other Contract.

In no event shall the City be liable to Vendor for any lease, rental, or maintenance payments after the

date, if any, that the City is no longer legally permitted to use the System because of such actual or claimed infringement. In the event removal or replacement of the System is required pursuant to this paragraph, Vendor shall use reasonable care in the removal or modification thereof and shall, at its own expense, restore the City's premises as nearly to their condition immediately prior to the installation of the System as is reasonably possible.

No settlement that prevents the City from continuing to use the Software, other products or Software documentation as provided in this Contract shall be made without the City's prior written consent. In all events, the City shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing.

The indemnification obligation set forth in this section shall survive the expiration or earlier termination of this Contract.

12.5 No Liens

The Vendor warrants that the Software and Equipment is the sole and exclusive property of the Vendor and that the Vendor is authorized to provide full use of the Software to the City as provided herein and that such Software is not subject to any lien, claim or encumbrance inconsistent with any of the City's rights under this Contract and that the City is entitled to and shall be able to enjoy quiet possession and use of the Software and Equipment without interruption by Vendor or any other person making a claim under or through the Vendor or by right of paramount title.

12.6 Maintenance Services Warranty

The Vendor warrants that, in performing the maintenance services under the SOW appended as Attachment A. The Vendor shall strictly comply with the descriptions and representations as to the services, including performance capabilities, accuracy, completeness, characteristics, Statement of Work, configurations, standards, function and requirements, which appear in this Contract and in the Vendor's response to the City's Request for Proposal. Its products shall be uniform in appearance and clean and presentable in accordance with generally applicable standards in the industry. Errors or omissions committed by the Vendor in the course of providing Services shall be remedied by the Vendor at its own expense.

12.7 Equipment Warranty

The Vendor warrants and represents that the Equipment provided to meet the requirements of the Statement of Work shall be free from all defects, shall be in good operating order, and shall operate in conformity with the descriptions and standards as set forth in the Vendor's Proposal and the City's RFP for a period of one (1) year from and after the Acceptance Date. During the warranty period, Vendor shall promptly, without additional charge, repair or replace the equipment or any part thereof that fails to function according the Vendor's Statement of Work or the Statement of Work of the manufacturer thereof.

12.8 Merchantability and Fitness Warranty

Vendor represents and warrants that the Software, other products and Software Documentation will be merchantable and will be fit for the particular purposes established in the City's RFP and the Vendor's response to the City's RFP.

12.9 Warrant of Compliance with Applicable Law

The Vendor warrants that the System (when used in accordance with the documentation), and the manufacture and production thereof, are in compliance with any and all applicable laws, rules, and regulations.

12.10 Date Warranty

The Vendor warrants that all Software provided under this contract: (a) does not have a life expectancy limited by date or time format; (b) will correctly record, store, process, present calendar dates; (c) will lose no functionality, data integrity, or performance with respect to any date; and (d) will be interoperable with other software used by City that may deliver date records from the Software, or interact with date records of the Software ("Date Warranty"). In the event a Date Warranty problem is reported to Vendor by City and remains unresolved after three calendar days, at City's discretion, the Vendor shall send, at Vendor's sole expense, at least one qualified and knowledgeable representative to City's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on City's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Vendor shall indemnify and hold harmless the City from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising out of said Breach.

12.11 Physical Media Warranty

Vendor warrants to City that each licensed copy of Software provided by Vendor is and will be free from physical defects in the media that tangibly embodies the copy (the "Physical Media Warranty."). The Physical Media Warranty does not apply to defects discovered more than thirty (30) calendar day after the date of Acceptance of the Software copy by the City. Vendor shall replace, at Vendor's expense, including shipping and handling costs, any Software copy provided by Vendor that does not comply with this Warranty.

12.12 Survival of Warranties and Representations

The representations and warranties of the Vendor made pursuant to this Contract shall survive the delivery of the System, the payment of the purchase price, and the expiration or earlier termination of this Contract.

12.13 Disclaimer of Warranties.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, VENDOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT.

13. Reauthorization Code Required

Vendor's Software shall not require a reauthorization code in order for the Software supplied through this Contract to remain functional upon City's movement of the Software to another computer system.

14. Escrowing of Source Language of Licensed Software (RESERVED)**15. Title to Equipment (RESERVED)****16. Ownership of Deliverables**

Vendor or its licensors shall retain exclusive ownership of the Licensed Properties, and any improvements, modifications, or derivative works thereof. The City shall retain ownership of its data (the "City Data"). All reports and invoices generated from the City's use of the Licensed Properties and all other specifically commissioned work product (as identified in the SOW), not comprising the Licensed Properties or any Vendor preexisting materials, and delivered by Vendor to The City under this Contract (the "Work Product," and together with the City Data, the "City Properties") shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. 101 et seq, and shall be owned by the City. The City hereby grants to Vendor, and the Vendor hereby accepts from the City, for the duration of this Contract, a non-exclusive, non-transferable, fully paid, royalty free license to use the Work Product for the purpose of fulfilling its obligations under this Agreement. The City's license to Vendor of certain rights to use the City Data is provided in Section 58(b).

17. Contract Bond (RESERVED)

18. Risk of Loss, Freight, Overages or Underage (RESERVED)

19. Protection of Persons and Property

19.1. Person

The Vendor and the City shall each take reasonable precautions for the safety of employees of the other, and shall each comply with all applicable provisions of federal, state, and local laws, codes and regulations to prevent or avoid any accident or injury to a person on, about or adjacent to any premises where work under this Contract is being performed.

19.2. Property

The Vendor shall take reasonable steps to protect the City's property from injury or loss arising in connection with the Vendor's performance or failure of performance under this Contract.

19.3. No Smoking

The Vendor shall not allow any employee of the Vendor or any sub or agent thereof to smoke inside any City facility.

19.4. OSHA/WISHA (RESERVED)

19.5 Workers Right to Know

"Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this ITB, RFP or contract bid and subsequent award, must include with each delivery completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the Name and Address of the chemical manufacturer, improper, or other responsible party.

Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients: and "routes of entry" of the product(s) in question.

20. Contract Notices, Deliverable Materials and Invoices Delivery

Official Contract notices shall be delivered to the following addresses (or such other address (es) as either party may designate in writing):

If delivered by the U.S. Postal Service, it must be addressed to:

Leah Tivoli
City of Seattle Purchasing and Contracting Services
PO Box 94687
Seattle, WA 98124-4687

If delivered by any other company, it must be addressed to:

Leah Tivoli
City of Seattle Purchasing and Contracting Services
Seattle Municipal Tower
700 5th Ave., #4112
Seattle, WA 98104-5042
Phone: 206-775-9780
Fax:
E-Mail:

Project work, invoices and communications shall be delivered to the City Project Manager:
City of Seattle
Attention:

If to the Vendor:

Chandika Bhandari
Signetic LLC.
1335 N Northlake Way, Suite #202 Seattle, WA 98103
1 425-894-9610
chandika@signetic.com

21 Representations

Vendor represents and warrants that it has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.

22 Inspection

Work shall be subject, at all times, to inspection by and with approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Vendor of responsibility for performance of the Work in accordance with this Contract, notwithstanding the City's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Vendor shall provide sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

23 Social Equity Requirements

- Employment Actions: Vendor shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of or any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall affirmatively try to ensure applicants are employed, and employees are treated during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identify, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of or any sensory, mental or physical handicap. Such efforts include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training.
- Vendor will ensure that its respective employees, agents, and subcontractors conduct themselves in a courteous and expeditious manner. The use of abusive, indecent, offensive, coarse, or insulting language, or any form of harassment is prohibited and will not be tolerated. Vendor's employees, agents, and subcontractors will be competent and hold appropriate licenses and endorsements. The City may require the removal of any employee or subcontractor of Vendor for misconduct or

incompetent or negligent performance. Such persons will not be allowed to perform services under this Contract without the written consent of the City.

- In accordance with Seattle Municipal Code Chapter 20.42, Vendor shall actively solicit the employment and subcontracting of women and minority group members when there are commercially useful purposes for fulfilling the scope of work.
- If a WMBE Inclusion Plan is requested by and submitted to the City, the WMBE Inclusion Plan is material to the contract. The requirements and conditions stated in the WMBE Inclusion Plan shall be enforced as a contract requirement.
- If upon investigation, the Director of Purchasing and Contracting Services finds probable cause to believe that the Vendor has failed to comply with the requirements of this Section, the Vendor shall be notified in writing. The Director of Finance and Administrative Services shall give Vendor an opportunity to be heard with ten calendar days' notice. If, after the Vendor's opportunity to be heard, the Director of Finance and Administrative Services still finds probable cause, s/he may suspend the Contract and/or withhold any funds due or to become due to the Vendor, pending compliance by the Vendor with the requirements of this Section.

24. Assignment and Subcontracting

- **Assignment:** Vendor shall not assign any of its obligations under this Contract without Seattle's written consent, which may be granted or withheld in Seattle's sole discretion.
- **Subcontracting:** Vendor shall not subcontract any of its obligations under this Contract without Seattle's written consent, which may be granted or withheld in Seattle's sole discretion. Vendor shall ensure that all subcontractors comply with the obligations, requirements and terms and conditions of the subcontract, except for Equal Benefit provisions. Seattle's consent to subcontract shall not release the Vendor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent to subcontract.

25. Key Persons and Subcontractors.

Not applicable

26. Equal Benefits

- a. Compliance with SMC Ch. 20.45: The Vendor shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Vendor is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Vendor provides to its employees with spouses. At The City's request, the Vendor shall provide complete information and verification of the Vendor's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Contract. (For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules review information at <http://www.seattle.gov/purchasing-and-contracting/social-equity/equal-benefits>)
- b. Remedies for Violations of SMC Ch. 20.45: Any violation of this Section shall be a material breach of Contract for which the City may:
 - Require the Vendor to pay actual damages for each day that the Vendor is in violation of SMC Ch. 20.45 during the term of the Contract; or
 - Terminate the Contract; or

- Disqualify the Vendor from bidding on or being awarded a City contract for a period of up to five (5) years; or
- Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated thereunder.

27. General Legal Requirements

- a. General Requirement: Vendor, at no expense to The City, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The City; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof, including, but not limited to, Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.06 (Unfair Public Accommodations Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.45 (City Contracts – Non-Discrimination in Benefits). Without limiting the generality of this paragraph, the Vendor shall specifically comply with the following requirements of this section.
- b. Licenses and Similar Authorizations: Vendor, at no expense to The City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
- c. Performance Standard. All duties by Vendor or designees shall be performed in a manner consistent with accepted practices for other similar Work.
- d. Compliance with Americans with Disabilities Act. Vendor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), as amended (42 U.S.C. Sec. 1201 et seq.), programs, services and other activities provided by a public entity to the public, whether directly or through a vendor, must be accessible to the disabled public. Vendor shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation at all times and at no additional cost to City, including but not limited to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et. seq. (“ADA”); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C § 701 et.seq.; and the Washington Law Against Discrimination, Wash. Rev. Code Ann. § 49.60. Such compliance may include, but not be limited to supporting assistive software or devices such as large print interfaces, text-to-speech output, voice activated input, refreshable braille displays, and alternative keyboard or pointer interfaces, in a manner that, at minimum, is consistent with the most current Web Content Accessibility Guidelines (<https://www.w3.org/TR/WCAG21/#background-on-wcag-2>) or its successor standard as updated. Vendor shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility at any time.
- e. Vendor shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of the Vendor, its employees, agents or assigns will constitute a material breach of this Contract.

28. Violations of Law

Any violation of the requirements of Section 27 shall be a material breach of contract for which the Vendor may be subject to damages, sanctions, or other remedies as provided for under this Contract or under applicable law. In the event the Vendor is in violation of Section 27, Vendor may also be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

29. Indemnification

To the extent permitted by law, the Vendor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, or Vendor's unauthorized use, transmission, loss, or disclosure of City Data, or a Security Breach of Vendor's system, arising out of the work performed or goods provided under this Contract, or any other acts or omissions by the Vendor, or the Vendor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City. As to the City of Seattle, the Vendor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.

The indemnification obligation set forth in this section shall survive the expiration or earlier termination of this Contract.

30. Insurance

Except as specified otherwise, Vendor shall obtain at time of award and maintain in force, minimum coverages and limits of liability of insurance specified below. If the Vendor fails to obtain or maintain these coverages, the City may withdraw its intent to award. All costs are borne by the Vendor.

1. MINIMUM COVERAGES AND LIMITS OF LIABILITY. Vendor shall at all times during the term of this Agreement maintain continuously, at its own expense, minimum insurance coverages and limits of liability as specified below:
 - A. Commercial General Liability (CGL) insurance, including:
 - Premises/Operations
 - Products/Completed Operations
 - Personal/Advertising Injury
 - Contractual
 - Independent Contractors
 - Stop Gap/Employers Liability
 with minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage ("CSL"), except:
 - \$1,000,000 Personal/Advertising Injury
 - \$1,000,000 each accident/disease/employee Stop Gap/Employer's Liability
 - B. Automobile Liability insurance, including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of liability of \$1,000,000 CSL.
 - C. Worker's Compensation for industrial injury to Vendor's employees in accordance with the provisions of Title 51 of the Revised Code of Washington.
2. CITY AS ADDITIONAL INSURED. The City of Seattle shall be included as an additional insured under CGL and Automobile Liability insurance for primary and non-contributory limits of liability.
3. LIMITS OF INSURANCE COVERAGE. The limits of insurance coverage specified herein in subparagraph 29.1 are minimum limits of insurance coverage only and shall not be deemed to limit the liability of Vendor's insurer except as respects the stated limit of liability of each policy. Where required to be an additional insured, the City of Seattle shall be so for the full limits of insurance

coverage required by Vendor, whether such limits are primary, excess, contingent or otherwise. Any limitations of insurance liability shall have no effect on Vendor's obligation to indemnify the City.

4. **MINIMUM SECURITY REQUIREMENT.** All insurers must be rated A- VII or higher in the current A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless coverage is issued as surplus lines by a Washington Surplus lines broker.
5. **SELF-INSURANCE.** Any self-insured retention not fronted by an insurer must be disclosed. Any defense costs or claim payments falling within a self-insured retention shall be the responsibility of Vendor.
6. **EVIDENCE OF COVERAGE.** Prior to performance of any scope of work under paragraph 5., Vendor shall provide certification of insurance acceptable to the City evidencing the minimum coverages and limits of liability and other requirements specified herein. Such certification must include a copy of the policy provision documenting that the City of Seattle is an additional insured for commercial general liability insurance on a primary and non-contributory basis. Certification should be issued to The City of Seattle, Risk Management Division, Seattle, WA and shall be delivered in electronic form either as an email attachment to riskmanagement@seattle.gov or faxed to (206) 470-1270.

31. Review of Vendor Records

Vendor and its Subcontractors shall maintain books, records, documents and other evidence relating to this Contract, including but not limited to protection and use of City's Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract. Vendor shall retain all such records for six (6) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for six (6) years from the date the litigation is settled or complete.

All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying or audit by personnel so authorized by the City's Contract Administration and/or the Office of the Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to the City. During this Contract's term, Vendor shall provide access to these items at a mutually agreeable time and place. Vendor shall be responsible for any audit exceptions or disallowed costs incurred by Vendor or any of its Subcontractors. Vendor shall incorporate in its subcontracts this section's records retention and review requirements.

It is agreed that books, records, documents and other evidence of accounting procedures and practices related to Vendor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from City's review unless the cost or any material issue under this Contract is calculated or derived from these factors.

32. Independent Vendor

The relationship of Vendor to The City by reason of this Contract shall be that of an independent contractor. This Contract does not authorize Vendor to act as the agent or legal representative of the City for any purpose whatsoever. Vendor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of The City or to bind The City in any manner or thing whatsoever.

It is the intention and understanding of the Parties that Vendor shall be an independent contractor and that the City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. The

Vendor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of the Vendor shall not be deemed to convert this Contract to any employment contract. It is recognized that Vendor may or will be performing professional Work during the term for other parties and that The City is not the exclusive user of the Work that Vendor will provide.

33. No Conflict of Interest.

Vendor confirms that Vendor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Vendor selection, negotiation, drafting, signing, administration, or evaluating the Vendor's performance.

34. No Gifts or Gratuities.

Vendor shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official, that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Vendor. Promotional items worth less than \$25 may be distributed by the vendor to City employees if the Vendor uses the items as routine and standard promotions for business. Any violation of this provision may result in termination of this Contract. Nothing in this Contract prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

35. Campaign Contributions (Initiative Measure No. 122).

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. Please see Initiative 122, or call the Ethics Director with questions. For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248 or polly.grow@seattle.gov.

36. Paid Sick Time and Safe Time Ordinance.

Be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or may call the Office of Labor Standards at 206.684.4500 with questions.

37. Other Labor Standards Requirements.

The Vendor shall comply to the extent applicable with the City's Minimum Wage labor standards as required by SMC 14.19, setting wage standards for employees working within city limits as well as the Wage Theft labor standards as required by SMC 14.20, setting basic requirements for payment of wages and tips for employees working within city limits and providing various payment documentation to employees.

38. Current and Former City Employees, Officers, and Volunteers.

Throughout the term of the contract, Vendor shall provide written notice to Purchasing and the City Project Manager of any current or former City employees, officials or volunteers that are working or assisting on solicitation of City business or on completion of the awarded contract. The Vendor must be aware of the City Ethics Code, Seattle Municipal Code 4.16 and advise Vendor workers as applicable.

39. Contract Workers with 1,000 Hours

Throughout the term of the Contract, Vendor shall provide written notice to Purchasing and the City Project Manager of any contract worker that shall perform more than 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those that the contract worker performs for the Contract, and any other hours that the worker performs for the City under any other contract. Such workers are subject to the requirements of the City Ethics Code, Seattle Municipal Code 4.16. The Vendor shall advise their Contract workers as applicable.

40. Errors & Omissions: Correction

Vendor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, Statement of Work, and other services furnished by or on the behalf of the Vendor under this Contract. The Vendor, without additional compensation, shall correct or revise any errors or omissions in the designs, drawings, Statement of Work, and/or other Vendor services immediately upon notification by The City. The obligation provided for in this section with respect to any acts or omissions during the term of this Contract shall survive any termination or expiration of this Contract and shall be in addition to all other obligations and liabilities of the Vendor.

41. Intellectual Property Rights

Patent: Vendor hereby retains all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, Statement of Work, data, patent rights and findings developed in connection with the performance of Contract or any subcontract hereunder. Notwithstanding the above, the Vendor does not convey to The City, nor does The City obtain, any right to any document or material utilized by Vendor that was created or produced separate from this Contract or was preexisting material (not already owned by The City). To the extent that preexisting materials are incorporated into the Work, the Vendor grants The City an irrevocable, non-exclusive, fully-paid, royalty-free right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.

Copyright: With the exception of any Work Product (as defined in Section 16), which shall be owned by the City, all materials and documents prepared by Vendor in connection with the Contract, whether or not the Contract Statement of Work is completed, shall be owned by Vendor and Vendor shall retain the copyrights (including the right of reuse) therein. Vendor grants to The City a non-exclusive, non-transferable, irrevocable, unlimited, fully-paid, royalty-free license to use every document and all other materials prepared by the Vendor for The City under this Contract. If requested by The City, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, The City in connection with the performance of the Work, shall be promptly delivered to The City.

The City may make and retain copies of such documents for its information and reference in connection with their use on the project. The Vendor does not represent or warrant that such documents are suitable for reuse by The City, or others, on extensions of the project, or on any other project. Vendor represents and warrants that it has all necessary legal authority to make the assignments and grant the licenses required by this Section.

42. Confidentiality

The State of Washington's Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract Work Product, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records may be considered legally *exempt from disclosure*. A list and description of records identified as exempt can be found in RCW 42.56 and RCW 19.108.

If the City receives a public disclosure request for any records or parts of records that Vendor has properly and specifically listed on the City Non-Disclosure Request Form (Form) submitted with Vendor's bid/proposal, or records that have been specifically identified in this contract, the City will notify Vendor in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow Vendor up to ten business days to obtain and serve the City with a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order and serve the City within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on Vendor's behalf. If Vendor believes that its records are exempt from disclosure, Vendor is obligated to seek an injunction under RCW 42.56.540. Vendor acknowledges that the City will have no obligation or liability to Vendor if the records are disclosed.

43. Publicity

No news release, advertisement, promotional material, tour, or demonstration related to the City's purchase or use of the Vendor's product or any work performed pursuant to this Contract shall be produced, distributed or take place without the prior, specific approval of the City's Project Manager or his/her designee.

44. Inter-local Agreement Act

(Intentionally deleted)

45. Background Checks and Immigrant Status

Background checks will not be required for works that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks and immigrant status for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/business/WithSeattle.htm>.

46. Notification Requirements for Federal Immigration Enforcement Activities

Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Information Services (USCIS) regarding your City contract, Vendors shall notify the Project Manager immediately.

Such requests include, but are not limited to:

- a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as "private" or "employee only"); or

- b. requests for data or information (written or oral) about workers engaged in the work of this contract or City employees.

No access or information shall be provided without prior review and consent of the City. The Vendor shall request the ICE authority to wait until the Project Manager is able to verify the credentials and authority of the ICE agent and will direct the Vendor on how to proceed.

47. Dispute Resolution

The parties shall endeavor to resolve any dispute or misunderstanding that may arise under this Contract concerning Vendor's performance, if mutually agreed to be appropriate, through negotiations between the Vendor's Project Manager and the City's Project Manager, or if mutually agreed, referred to the City's named representative and the Vendor's senior executive(s). Either party may discontinue such discussions and may then pursue other means to resolve such disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract for cause or convenience.

48. Termination

- a. For Cause: Either party may terminate this Contract if the other party is in material breach of any of the terms of this Contract, and such breach has not been corrected to the non-breaching party's reasonable satisfaction in a timely manner.
- b. For City's Convenience: The City may terminate this Contract at any time, without cause and for any reason including the City's convenience, upon thirty (30) days written notice to the Vendor.
- c. Nonappropriation of Funds: The City may terminate this Contract at any time without notice due to nonappropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.
- d. Acts of Insolvency: The City may terminate this Contract by written notice to Vendor if the Vendor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.
- e. Termination for Gratuities and/or Conflict of Interest: The City may terminate this Contract by written notice to Vendor if The City finds that a conflict of interest exists in violation of the city Ethics Code, or that any gratuity in the form of entertainment, a gift, or otherwise, was offered to or given by the Vendor or any agent therefore to any City official, officer or employee.
- f. Notice: The City is not required to provide advance notice of termination. Notwithstanding, the RFP Coordinator may issue a termination notice with an effective date later than the termination notice itself. In such case, the Vendor shall continue to provide products and services as required by the RFP Coordinator until the effective date provided in the termination notice.
- g. Actions Upon Termination: In the event of termination not the fault of the Vendor, the following shall apply:

- 1. Vendor shall be paid for all products and services that have been ordered and accepted prior to

the effective termination date or ordered before the effective termination date and ultimately accepted by the RFP Coordinator, together with any reimbursable expenses then due. Vendor may submit a final invoice based on the number of vaccines delivered up to the day of termination.

2. Vendor agrees that such payment shall fully and adequately compensate Vendor and all subs for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Contract.
3. Upon termination for any reason, Vendor shall provide The City with the most current design documents, contract documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred.
4. In the event this Contract expires or is terminated for any reason, (a) the City shall retain its rights in all customer data, insurance payments and other City Properties (as defined in Section 16), in transit or delivered prior to the effective termination date, consistent with the terms of this Contract; and (b) the licenses provided by the parties in Sections 10, 16, 41, and 58 will continue according to the terms provided herein.
5. In the event this Contract expires or is terminated for any reason, Vendor shall, at City's sole discretion, return City's Data and Personal Information.

49. Force Majeure— Suspension and Termination

This section applies in the event that either party is unable to perform the obligations of this contract because of a Force Majeure event as defined herein, to the extent that the Contract obligations must be suspended in full. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Force Majeure under this Section shall only apply in the event that performance is rendered not possible by either party or its agents. Should it be possible to provide partial performance that is acceptable to the City under Section 50 (Emergencies or Disasters), Section 50 below shall instead be in force.

Should either party suffer from a Force Majeure event and is unable to provide performance, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

50. Major Emergencies or Disasters:

The City may undergo an emergency or disaster that may require the Vendor to either increase or decrease quantities from normal deliveries, or that may disrupt the Vendor's ability to provide normal performance. Such events may include, but are not limited to, a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above. In such events, the following shall apply.

- a. The City shall notify the Vendor that the City is experiencing an emergency or disaster, and will request emergency and priority services from the Vendor.
- b. Upon such notice by the City, the Vendor shall provide to the City goods and/or services in the quantities and schedule specified by the City, following the conditions named in this Section.

- c. The City of Seattle shall be the customer of first priority for the Vendor. The Vendor shall provide its best and priority efforts to provide the requested goods and/or services to the City of The City in as complete and timely manner as possible. Such efforts by the Vendor are not to be diminished as a result of Vendor providing service to other customers.
- d. If the Vendor is unable to respond in the time and/or quantities requested by the City, the Vendor shall make delivery as soon as practical. The Vendor shall immediately assist the City to the extent reasonable, to gain access to such goods and/or services. This may include:
 - Coordinating with other distributors or subsidiaries beyond those in the local region to fulfill order requests;
 - Offering the City substitutions provided the Vendor obtains prior approval from the City for such substitution.
- e. The Vendor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). However, in the event that the City's request results in the Vendor incurring unavoidable additional costs and causes the Vendor to increase prices in order to obtain a fair rate of return, the Vendor shall charge the City a price not to exceed the cost/profit formula found in this Contract.

51. Debarment

In accordance with SMC Ch. 20.70, the Director of Finance and Administrative Services or designee may debar a Vendor from entering into a Contract with the City or from acting as a sub on any Contract with the City for up to five years after determining that any of the following reasons exist:

- a. Vendor has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City Contracts.
- b. Vendor failed to comply with City ordinances or Contract terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, prevailing wage requirements, equal benefits, or apprentice utilization.
- c. Vendor abandoned, surrendered, or failed to complete or to perform work on or in connection with a City Contract.
- d. Vendor failed to comply with Contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
- e. Vendor submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a Contract.
- f. Vendor colluded with another Vendor to restrain competition.
- g. Vendor committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the City or any other government entity.
- h. Vendor failed to cooperate in a City debarment investigation.
- i. Vendor failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director may issue an Order of Debarment following the procedures specified in SMC 20.70.050. The rights and remedies of the City under these provisions are in addition to any other rights and remedies provided by law or under the Contract.

52. Recycle Products Requirements

As required by Seattle Municipal Code 20.60, whenever practicable, Vendor shall use reusable products, recyclable products and recycled-content products including recycled content paper on all documents submitted to the City.

Vendors are to duplex all materials that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. Vendors are to use 100% post consumer recycled content, chlorine-free paper in such products that are produced for the City, whenever practicable, and to use other paper-saving and recycling measures in business they conduct with and for the City. This directive is executed under the Mayor's Executive Order, issued February 13, 2005.

53. Section Headings, Incorporated Documents and Order of Precedence

- a. The headings used herein are inserted for convenience only and do not define or limit the contents.
- b. No verbal agreement or conversation between any officer, agent, associate or employee of The City and any officer, agency, employee or associate of the Vendor prior to the execution of this Contract shall affect or modify any of the terms or obligations contained in this Contract.
- c. The following documents are incorporated. Where there is conflict or gap between or among these documents, the controlling document will be resolved in the following order of precedence (first listed being the precedent):
 - a. Applicable federal, state and local statutes, laws and regulations.
 - b. This Contract
 - c. All Attachments to this Contract, including Pricing, Management, and Technical Specification Agreements
 - d. Licensing and Maintenance Agreements
 - e. RFP issued by the City
 - f. Vendor Proposal Response
 - g. City Purchase Order documents issued, if any; and
 - h. Vendor or manufacturer publications or written materials Vendor made available to City and used to affect the sale.

54. Entire Agreement

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. No changes to provisions, price, quality, or Statement of Work of this Contract will be effective without the written consent of both parties.

55. Authority for Modifications and Amendments

The Parties hereto reserve the right to make amendments or modifications to this Contract only by written agreement, signed by an authorized representative of each party. No modification, amendment, alteration, or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by the City RFP Coordinator and Vendor Contracting Officer. Purchase Order Documents, correspondence, service level agreements, and other transaction documentation issued under this contract shall not be interpreted to amend or modify the terms and conditions of this Agreement. Only the City RFP Coordinator shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of the City.

56. Severability

If any term or provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

57. Vendor Authorizations

Vendor represents and warrants that:

- a. Vendor is a limited liability company, validly existing and in good standing under the laws of its state of formation and has all requisite limited liability company power and authority to execute, deliver and perform its obligations under this Contract;
- b. The execution, delivery and performance of this Contract has been duly authorized by Vendor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Vendor to enter into this Contract and perform its obligations under this Contract;
- c. Vendor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Vendor will conduct business in connection with this Contract;
- d. Vendor has obtained all licenses, certifications, permits, and authorizations necessary to perform the Services under this Contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of Vendor's performance of the Services. Vendor will maintain all required certifications, licenses, permits, and authorizations during the term of this Contract at its own expense. Vendor must maintain any certifications that were specified as a minimum requirement in the selection process. If during the period of the contract, a new certification is established as a minimum requirement for similar applications, the vendor shall, within a reasonable time, obtain that certification.
- e. Vendor has the full power and authority to grant to the City, the rights described in this Contract without violating any rights of any third party and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by Vendor. Vendor further represents and warrants that the person executing this Contract for Vendor has actual authority to bind Vendor to each and every term, condition and obligation to this Contract, and that all requirements of Vendor have been fulfilled to provide such actual authority.

58. Data and Security

a. Definitions

"Authorized Persons" means (i) authorized Vendor employees; and (ii) authorized Subcontractors who have a legitimate need to know or otherwise access Data to enable Vendor to perform its obligations under this Contract, and who are bound in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Contract.

"Data" means all information provided to Vendor by or at the direction of the City, or to which access was provided to Vendor by or at the direction of the City, or which Vendor creates or collects, in the course of Vendor's performance under this Contract.

"Personal Information" means Data provided to Vendor by or at the direction of the City, or to which access was provided to Vendor by or at the direction of the City, in the course of Vendor's performance under this Contract that: (i) identifies or can be used to identify an individual (including,

without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers); or that may be used to track or locate an individual.

“Security Breach” means (i) any act or omission that compromises either the security, confidentiality, or integrity of Data, Personal Information, or the physical, technical, administrative or organizational safeguards put in place by the Vendor, City, or any Authorized Persons that relate to the protection of the security, confidentiality, or integrity of Data and Personal Information.

“Subcontractor” means any third-party vendor, manufacturer, service provider, or other entity that is not the named Vendor in this Contract that is or may be subject to the Vendor’s performance of this Contract.

b. Ownership of Data

As between Vendor and City, City owns and shall retain all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the City Data in perpetuity. The City hereby grants to Vendor an irrevocable, fully paid, worldwide, royalty free, non-exclusive, transferable, sublicensable license to use the City Data solely to: (i) provide the proposed solution to the City, improve the Vendor’s services to the City, and to report on the total number of people served in a manner consistent with Vendor’s obligations under the BAA.

c. Data Use

Vendor acknowledges and agrees that, in the course of its engagement by the City, Vendor may receive or have access to Data and Personal Information. Vendor shall comply with the terms and conditions set forth in this Contract in its collection, receipt, transmission, storage, disposal, use and disclosure of such Data and Personal Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Personal Information under its control or in its possession by all Authorized Employees. Vendor shall be responsible for, and remain liable to, City for the actions and omissions of all Authorized Persons, employees, Subcontractors, and any other parties under Vendor’s control or direction concerning the safeguarding and treatment of Personal Information. Vendor may use the Data strictly as necessary to carry out its obligations under this Contract, and for no other purpose.

City Data and Personal Information is deemed to be Confidential Information of the City and is not Confidential Information of the Vendor. In the event of a conflict or inconsistency between this Section and any other section or exhibit related to confidentiality and compliance with laws, the terms and conditions set forth in this Section shall govern and control. All Data will remain the exclusive property of the City and Vendor will have no rights, by license or otherwise, to use the Data except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this agreement with respect to the Data or any other information.

- i. In recognition of the foregoing, Vendor agrees and covenants that it shall: (i) keep and maintain all Data and Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) use and disclose Data solely and exclusively for the purposes for which the Data, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Data or Personal Information for Vendor’s own purposes or for the benefit of anyone other than the City, in each case, without the City’s prior written

consent; and (iii) not, directly or indirectly, disclose Data or Personal Information to any person other than Authorized Persons, including any, subcontractors, agents, service providers, or consultants (an "Unauthorized Third Party") without express written consent from the City, unless and to the extent required by government authorities, to the extent expressly required, by applicable law. In which case, Vendor shall (i) notify the City before such disclosure or as soon thereafter as reasonably possible; (ii) be responsible for and remain liable to City for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Personal Information as if they were Vendor's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract relating to the treatment of City's Data and Personal Information.

- ii. Vendor warrants and represents that it shall store and process City data and content only in the continental United States.
- iii. City retains the right to use the Vendor's (and any Subcontractor's) hosting systems and/or services to access and retrieve City Data stored on Vendor's infrastructure at its sole discretion.

d. Data Security

- a. Without limiting Vendor's obligations in this Contract, Vendor shall implement administrative, physical, and technical safeguards to protect Data that are no less rigorous than ISO/IEC 27001:2005 - Information Security Management Systems - Requirements and ISO-IEC 27002:2005 - Code of Practice for International Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards, and other then-current applicable industry standards for information security. To the extent that encryption is used in the performance of this Contract, expected acceptable encryption standards include National Institute of Standards and Technology's (NIST) Federal Information Processing Standards (FIPS) 140-2 (Security Requirements for Cryptographic Modules) and FIPS-197, and equivalent then-current Standards. Vendor shall ensure that all such safeguards, including the manner in which Data and Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Contract.
- b. At a minimum, Vendor's safeguards for the protection of Data and Personal Information shall include: (i) limiting access of Data and Personal Information to Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security (including vulnerability management); (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Data and Personal Information stored on any mobile media; (vii) encrypting sensitive Data and Personal Information transmitted over public or wireless networks; (viii) strictly segregating the City's Data from information of Vendor or its other customers so that the City's Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Vendor personnel.

- c. During the term of each Authorized Person's employment or other relationship with Vendor, Vendor shall at all times cause such Authorized Persons to abide strictly by Vendor's obligations under this Contract. Vendor further agrees that it maintains a disciplinary process to address any unauthorized access, use, or disclosure of Data by any of Vendor's officers, partners, principals, employees, Agents, or contractors. Upon City's written request, Vendor shall promptly identify and provide in writing all Authorized Persons.
- d. Upon City's written request, Vendor shall provide City with a network diagram that outlines Vendor's information technology network infrastructure and all equipment used in relation to fulfilling of its obligations under this Contract, including, without limitation: (i) connectivity to City and all third parties who may access Vendor's network to the extent the network contains City's Data and Personal Information; (ii) all network connections including remote access services and wireless connectivity; (iii) all access control devices (e.g., firewall, packet filters, intrusion detection systems, and access-list routers); (iv) all back-up or redundant servers; and (v) permitted access through each network connection.

e. Security Breach

- a. Vendor shall: (i) provide the City with the name and contact information for an employee of Vendor who shall serve as the City's primary security contact and shall be available to assist, facilitate, and provide resources for the City twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach; (ii) notify the City of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Vendor becomes aware of a suspected or actual Security Breach; and (iii) notify the City of any Security Breaches by telephone at the following number: (206) 684-4357; e-mailing the City with a read receipt at ciso@seattle.gov and with a copy by e-mail to Vendor's primary business contact within the City.
- b. Immediately following Vendor's notification to the City of a suspected or actual Security Breach, the parties shall coordinate with each other to contain, mitigate, investigate, and respond to the Security Breach. Vendor agrees to fully cooperate with the City in the City's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing the City with physical access to the facilities and operations affected; (iii) providing resources and facilitating interviews with Vendor's personnel and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, hard drives, and other media and materials required to comply with applicable law, regulation, industry standards, or as otherwise required by the City.
- c. Vendor shall take reasonable steps to/use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Vendor's expense in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse the City for actual costs incurred by the City in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation.
- d. Vendor agrees that it shall not inform any third party of any Security Breach without first obtaining the City's prior written consent, other than to inform a complainant that the matter has been forwarded to the City's legal counsel. Further, Vendor agrees that the City shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in the City's discretion; and (ii) the contents of such

notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

- e. Vendor agrees to fully cooperate at its own expense with the City in any litigation or other formal action deemed necessary by the City to protect its rights relating to the use, disclosure, protection and maintenance of the City's Data and Personal Information. Notwithstanding any other provisions in this Contract, Vendor shall be liable for all damages, fines, and/or corrective action arising from such security incidents and/or unauthorized disclosure of Data caused by any failure or breach of Vendor's data security or confidentiality provisions.
- f. Assurance
 - a. Upon the City's written request, to confirm Vendor's compliance with this Contract, as well as any applicable laws, regulations and industry standards, Vendor grants the City or, upon the City's election, a third party on the City's behalf, permission to perform an assessment, audit, examination, or review of Vendor's internal controls and environment in relation to all Data and Personal Information being handled and/or services being provided to the City pursuant to this Contract. Vendor shall fully cooperate with such assurance activities by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that processes, stores, or transports Data for the City pursuant to this Contract.
 - b. Upon the City's written request, to confirm compliance with this Contract, as well as any applicable laws and industry standards, Vendor shall promptly and accurately complete a written information security questionnaire provided by the City or a third party on the City's behalf regarding Vendor's business practices and information technology controls and environment in relation to all Data and Personal Information being handled and/or services being provided by Vendor to the City pursuant to this Contract. Vendor shall fully cooperate with such inquiries.
 - c. In addition, upon the City's written request, Vendor shall provide the City with the reports and results of any audit by or on behalf of Vendor performed that assesses the effectiveness of Vendor's information security program as relevant to the security and confidentiality of Data shared during the course of this Contract. Examples of acceptable audit reports include: (i) a Service Organization Control (SOC) 2 Type 2 audit performed at least one time each year addressing all applicable security, availability, processing integrity, confidentiality, and privacy controls applicable to the Vendor's, and any Subcontractor's, performance of this Contract performed in accordance with American Institute of Certified Public Accountants (AICPA) standards; and, for any third party (Subcontractor) data center and hosting arrangements, (ii) a SOC 3 audit performed at least one time each year addressing all applicable security, availability, processing integrity, confidentiality, and privacy controls applicable to the performance of this Contract and performed in accordance with AICPA standards.
 - d. At least once per year, Vendor shall conduct site audits and test the security of the information technology and information security controls for all facilities used in complying with its obligations under this Contract, including, but not limited to, a network-level vulnerability assessment and internal and external penetration test performed by a qualified third-party security firm based on the recognized industry best practices. Upon the City's written request, Vendor shall make available to the City for review and inspection.

- e. In the event any issues and/or exceptions being identified through the performance of such assessments, the Vendor will provide timely and appropriate corrective action, and will validate the effectiveness of the corrective action(s), and will report progress and results to the City, as requested.
- f. Any third-party assurance provisions intended to assess the security and compliance of the Vendor's (and any Subcontractor's) internal controls, such as for SOC 2 Type 2 audits and security vulnerability and penetration testing, shall be at the expense of the Vendor. Any corrective actions taken by the Vendor as a result of any issues and/or exceptions identified through the performance of assurance activities and assessments shall also be at the sole expense of the Vendor.

Vendor shall execute a Business Associate Agreement (BAA) to govern Protected Health Information (PHI) and Electronic Protected Health Information (EPHI), attached here as **Attachment B**, prior to receiving City Data. The Business Associate Agreement shall remain in place for the duration of this Agreement.

59. Ability to Perform

Vendor represents and warrants that:

- a. Vendor has and shall continue to have the financial ability, by itself or through a line of credit or other financial support, to provide perform the duties required under this contract and provide City with any required on-going services and support, during any period of this Contract;
- b. Vendor has and shall continue to have the financial resources to fund the capital expenditures required under this Contract without advances by the City or assignment of any payments by the City to a financing source;
- c. Each subcontractor providing a substantial amount of the work under this Contract has and shall continue to have the financial resources to carry out its duties under this Contract; and
- d. Vendor's methods of accounting are consistent with generally accepted accounting principles and are capable of segregating costs by release, stage, segment, or cost objective in order to support Change Order accounting.
- e. Vendor represents and warrants that it has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.

60. Limitations of Liability

60.1 Deleted

60.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF VENDOR AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED three million (\$3,000,000.00) dollars. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

60.3 Exceptions. The exclusions and limitations in Section 60.1 and Section 60.2 do not apply to Vendor's indemnification obligations under this Agreement or liability for Vendor's gross negligence or willful misconduct.

61. Miscellaneous Provisions

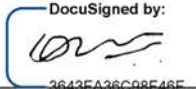
- a. **Binding Contract:** This Contract shall not be binding until signed by both parties. The provisions, covenants and conditions in this Contract shall bind the parties, their legal heirs, representatives, successors, and assigns.
- b. **Applicable Law/Venue:** This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.
- c. **Remedies Cumulative:** Rights under this Contract are cumulative and nonexclusive of any other remedy at law or in equity.
- d. **Waiver:** No term or condition or breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver of the breach of any term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither acceptance by The City of Vendor performance nor payment to Vendor for any portion of Work shall constitute a waiver by The City of the breach or default of any term or condition unless expressly agreed to by The City in writing.
- e. **Negotiated Contract:** The parties acknowledge that this is a negotiated Contract, that they have had the opportunity to have this Contract reviewed by their respective legal counsel, and that the terms and conditions of this Contract are not to be construed against any party on the basis of such party's draftsmanship thereof.
- f. **Attorneys' Fees:** Subject to the indemnification provisions set forth in this Contract, if any action or suit is brought with respect to a matter or matters covered by this Contract, each party shall be responsible for all its own costs and expenses incident to such proceedings, including reasonable attorneys' fees.
- g. **Authority:** Each party represents that it has full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and shall be bound by it.
- h. **Additional contract terms contained in **Appendix C**** are incorporated herein.
- i. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page to Follow]


[Signature Page to Technology Contract]

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Contract by having their authorized representatives affix their signatures below.

Signetic LLC

By  2/9/2021
 Signature Date
 Chandika Bhandari
 (Printed Name)
 Managing Member
 Title

City of Seattle

By  2/10/2021
 Signature Date
 Calvin W. Goings
 (Printed Name)
 Director, Department of Finance and Administrative Services
 Title

Amendment 1

Amendment 1 to Contract for Mass Vaccination
Solution for City of Seattle, dated February 10, 2021

between

CITY OF SEATTLE ("City")

AND

SIGNETIC LLC ("Signetic")

Collectively (the "Parties" or individually "Party")

This Amendment 1 ("Amendment 1"), effective upon signature of both parties ("Effective Date"), hereby amends Contract for Mass Vaccination Solution for City of Seattle, dated February 10, 2021, (together, "Contract") between the City and Signetic.

Whereas, Signetic and the City are committed to improving the patient and staff experience at vaccine sites;

Whereas, the Contract becomes a time and materials contract upon Effective Date and the City has designated a Not to Exceed Amount for the time and materials portion of the Contract.

Whereas, the City and Signetic have reached a mutual understanding and agreement regarding this Contract;

Whereas, the Parties desire is to amend the Contract to memorialize these agreements made.

Now therefore, the Parties agree to amend the Contract as follows:

Amendment to the Contract

1. Revise Agreement to Add Contract Number.

The contract number for the agreement titled Contract for Mass Vaccination Solution for City of Seattle, effective February 10, 2021 is 000000000005332.

2. Revise Agreement to Add Signetic consultant services.

Signetic will provide consultancy to support Lumen stabilization, ad hoc emergent projects, on-site consultation and training, support additional infrastructure needs, and customizations and reports beyond the scope of the original agreement per the rates in Table 1.

Table 1: *Signetic Consultant Rates*

Title	Rate	Staff
Principle/Senior	\$150/hour	Ted Clark, Himal Karmacharya, Chandika Bhandari, Lukas Svec, Jakub Svec, Summit Bajracharya, Matt Paulin, Chris Sprague, Bimal Maharjan
Junior	\$50/hour	TBD

3. Revise Agreement to Add Purchase of Materials necessary to complete Scope of Work.

Signetic is assisting the City in choosing and purchasing tablets, cases, keyboard, mice, batteries and other related technology. Signetic will be purchasing the equipment and will be reimbursed by the City. Table 2 is the anticipated base order. Additional units will be purchased as necessary.

Group	Item	Cost	units	Subtotal
Kiosk	Samsung Galaxy Tab A7 LTE Black	276.99	20	\$ 5,539.80
Kiosk	Samsung Galaxy Tab A7 10.4", Heavy Rugged Case	24.99	20	\$ 499.80
Staff	Samsung Galaxy Tab A7 10.4 Wi-Fi 32GB Silver	229.99	175	\$40,248.25
Staff	Tablet Stand Adjustable, Lamicall Tablet Stand	19.99	175	\$ 3,498.25
Staff	OMOTON Bluetooth Mouse	11.99	175	\$ 2,098.25
Staff	OMOTON Ultra-Slim Bluetooth Keyboard	19.99	175	\$ 3,498.25
Staff	Tablet lock plate x5	19.99	35	\$ 699.65
Staff	AA batteries	0.45	700	\$ 315.00
			Subtotal	\$56,397.25
			Tax (10.1%)	\$ 5,808.92
			Total	\$ 62,206.17

Table 2: *Anticipated Base Order*

4. Add Payment Terms to the Contract:

All time and materials must be pre-authorized by City of Seattle in writing in advance of Signetic work commencing. Documentation must include: 1) Scope of project work and deliverables; 2) Authorized Project hours. Pre-authorization language must be included on the invoice. *The time and materials portion of the contract shall not exceed \$250,000.*

5. Full Force and Effect

Except as provided in this Amendment 1, all other provisions of the Contract shall remain in full force and effect.

The parties have executed this Amendment 1 effective as of the Effective Date. This Amendment 1, together with the Contract, represent the entire agreement of the Parties. In the event of any conflict between the terms of this Amendment 1 and the Contract, the terms of this Amendment 1 shall control.

Signetic LLC

Signature:  _____

Name: Chandika Bhandari

Title: CEO

Date: 04 / 05 / 2021

City of Seattle

Signature:  _____

Name: Calvin W. Goings

Title: Department Director

Date: 04/ 06 / 2021

TITLE	Signature needed
FILE NAME	City of Seattle S...erials_final.docx
DOCUMENT ID	eb1780b4649ebdfec58b7515b53f76c3d46de847
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



04 / 05 / 2021
22:10:43 UTC

Sent for signature to Chandika Bhandari
(chandika@signetic.com) from matt@signetic.com
IP: 71.212.96.206



04 / 05 / 2021
22:25:52 UTC

Viewed by Chandika Bhandari (chandika@signetic.com)
IP: 172.58.39.93



04 / 05 / 2021
22:26:15 UTC

Signed by Chandika Bhandari (chandika@signetic.com)
IP: 172.58.39.93



COMPLETED

04 / 05 / 2021
22:26:15 UTC

The document has been completed.



MEMORANDUM OF AGREEMENT BETWEEN
The CITY OF SEATTLE
ACTING BY AND THROUGH ITS DEPARTMENT OF FINANCE AND ADMINISTRATIVE SERVICES
And
KING COUNTY
ACTING BY AND THROUGH ITS PUBLIC HEALTH – SEATTLE & KING COUNTY
FOR THE PURPOSE OF COVID-19 VACCINATION AND TESTING SITE
CUSTOMER CALL HOTLINE MANAGEMENT

Background

On March 3, 2020, a Mayoral Proclamation of Civil Emergency was declared for The City of Seattle. The surge in COVID-19 cases and deaths in Seattle and King County shows that this pandemic continues to threaten the life and health of our people and the economy of the City of Seattle and King County.

Testing and vaccinations are two key tools the City of Seattle and King County are using to help stop the spread of COVID-19, reduce the virus' harm and improve public health. The City of Seattle's and Public Health – Seattle & King County's (PHSKC) Covid-19 Vaccination and Testing Site Customer Call Hotlines provide callers with vital information for accessing these services and answer medical questions.

In Spring 2020, the City of Seattle Department of Finance and Administrative Services' (FAS) Customer Service Bureau (CSB) became the official hotline for the City of Seattle's COVID-19 Testing Sites. FAS expanded CSB's hotline by reassigning staff from six temporarily closed FAS Customer Service Centers. Staff assist customers with general COVID-19-related calls and schedule Seattle COVID-19 Testing Site appointments. Staff also provide non-medical information related to test scheduling and test site locations, hours, directions, etc., as well as refer callers to external agencies.

PHSKC's COVID-19 Public Information Call Center (PICC) hotline provides similar COVID-19 testing and vaccine site information for all sites within King County and answers medical questions regarding test results, as well as for individuals who are symptomatic or have a known exposure to COVID-19.

Purpose

To help ensure the City is responding appropriately and timely to the public's questions and needs during the COVID-19 pandemic, in partnership with PICC, FAS is expanding CSB's hotline capacity to answer non-medical COVID-19 vaccine and testing calls countywide, in addition to the non-medical COVID-19 calls answered in Seattle, enabling PICC to focus on calls requiring medical expertise.

NOW, THEREFORE, the Parties agree as follows:

Scope of Services

Seattle and King County will provide COVID-19 information as it relates to vaccinations or testing. The City's and County's respective telephone trees will be utilized to route customers to the correct staff based on whether a call is for a medical or non-medical COVID-19 question. The PICC phone tree will automatically route and staff will manually route non-medical COVID-19 calls to CSB. The CSB phone tree will automatically route and staff will manually route medical COVID-19 calls to PICC. The details of the Scope of Services are as follows:

- **Hotline Hours of Operation**
 - **CSB** – Monday through Saturday from 8 a.m. to 5 p.m.
 - **PICC** – Monday through Sunday from 8 a.m. to 10 p.m.

Calvin W. Goings, Department Director
700 Fifth Ave., 52nd Floor | P.O. Box 94689 | Seattle, WA 98124-4689 | seattle.gov/fas

- **Automated Transfer Process – Telephone Trees**
 - **CSB:** Monday through Saturday from 8 a.m. to 5 p.m. CSB will activate a telephone tree menu, allowing customers to select for medical questions related to COVID-19 testing and vaccines. If a customer selects that menu option, they will be automatically routed to the PICC's telephone tree at (206) 477-3977. Callers will hear the PICC phone tree and be required to make additional selections.
 - **PICC:** Monday through Saturday from 8 a.m. to 5 p.m., the PICC will activate a telephone tree menu, allowing customers to select for general COVID-19 testing questions, scheduling and locations and vaccine questions, locations and eligibility. If a customer selects those menu options, they will bypass recorded messaging and automatically route directly into CSB's COVID hotline queue to speak with an agent.
- **Manual Transfer Process**
 - **CSB:** Monday through Saturday, from 8 a.m. to 5 p.m., if COVID-19 medical questions arise during live calls, such as those about COVID-19 symptoms or vaccine side effects, CSB will transfer the calls to (206) 477-3977. Callers will hear the PICC phone tree and be required to make additional selections.
 - **PICC:** Monday through Saturday from 8 a.m. to 5 p.m., PICC staff will transfer live calls related to general COVID-19 testing and location questions, and vaccine questions, locations and eligibility to CSB's COVID-19 hotline at (206) 386-1072. Manual transfers to this telephone number will bypass recorded messaging and route callers directly into CSB's COVID hotline queue to speak with an agent. **This telephone number will not be provided to the public.**
- **Call Handling When PICC Open and CSB Closed**
 - Monday through Saturday between 5 p.m. and 8 a.m. and all day and night Sunday, the PICC's telephone menu will be programmed so that it does not present CSB as an option while CSB is closed. PICC staff will be instructed not to refer or transfer any calls manually while CSB is closed. If customers are accidentally transferred to CSB's COVID-19 hotline after-hours, they will receive an after-hours voicemail box. The CSB after-hours message currently refers callers to the PICC for medical questions and will remain unchanged.
- **CSB Phone Number Not Published on PICC/KC Website for Countywide Use**
 - The City of Seattle Customer Service Bureau (CSB) phone number will not be published on PICC/KC websites. The routing of non-medical COVID-19 calls to CSB will be accomplished by manual transfer or through PICC phone tree programming and will only occur during CSB's established business hours of Monday through Saturday from 8 a.m. to 5 p.m. Callers will be presented options and make the appropriate selection. There will be no announcement to the caller that the call is being routed to CSB. During CSB business hours, the CSB phone tree will route medical calls to the PICC based on selections made by customers. When CSB transfers to PICC either manually or automatically through phone tree selection, callers will hear the PICC phone tree and be required to make additional selections.
- **Regular Communication**
 - CSB and PICC points of contact will continue to meet daily (M-F) to share information and identify and resolve issues. As the partnership evolves and processes are streamlined, the meeting cadence will be reduced as necessary.

- **Interpreter Access**
 - Both parties will utilize their respective contracted interpretation services to appropriately respond to callers who need language assistance. PICC contracts with Voiance and CSB with Language Line.
- **Contact Names**
 - Updates to the list of County testing and vaccination site contacts, including ADA and issue escalation contacts, will be provided to CSB within 24 hours of any changes so issues can be resolved quickly.
- **Frequently Asked Questions (FAQs)**
 - CSB staff will maintain current FAQs in its Knowledge Base to best assist callers. The PICC Supervisor will continue providing CSB with FAQs regarding King County sites and operations at least 24 hours in advance of changes/new developments (e.g., new vaccination site opens, existing testing site closes, all vaccination appointments are booked through a particular date, etc.) and update existing FAQs as necessary.

Term of Agreement

- **Duration:** The MOA will go into effect Feb. 4, 2021, and will expire at 11:59 p.m. on Dec. 31, 2021. The agreement may be extended upon mutual agreement via amendment.
- **Compensation/billing:** No funds will transfer between the City of Seattle and PHSKC for the duration of the agreement.
- **Use of Premise/Workspace/Equipment:** Each party will provide their respective staff with workspace and equipment.

Review of Records

Each party shall maintain books, records, documents and other evidence relating to this Agreement and costs incurred and shall make such records available to the other Party and federal officials so authorized by law, rule, regulation or contract, at reasonable times and upon prior notice for examination, inspection, copying or auditing by personnel. Each Party shall perform accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature.

Non-Discrimination

In carrying out their mutual responsibilities under this MOA, the Parties shall not discriminate against any individual because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of or any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification.

Legal Requirements

Parties shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of the City; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof, including, but not limited to, Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), 14.06 (Unfair Public Accommodations Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.45 (City Contracts – Non-Discrimination in Benefits).

Independent Parties

The relationship of Parties shall be that of independent contractors. No PHSKC personnel carrying out activities under this MOA shall be considered to be employees of the City and no City personnel carrying out activities under this MOA shall be considered to be employees of PHSKC. Neither PHSKC nor City shall have the right to bind the other to any agreement or undertaking, or to transact any business in the name of the other, or to make any promises or representations on behalf of the other.

Cooperation for Compliance; Amendments for Compliance

To ensure compliance with all legal and regulatory investigations, audits, public records requests or similar inquiries, the Parties agree to work collaboratively and in good faith to provide ready access to relevant information and documentation maintained by the other party to the extent necessary for either party's compliance with applicable law or regulatory requirements. The parties agree to confer and discuss amending this MOA if necessary to comply with public health requirements or guidance or to comply with other funding source requirements.

Indemnification

City's Indemnification. To the maximum extent permitted by law, including R.C.W. 35.32A.090, the City shall protect, defend, indemnify, and save harmless King County, its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, and awards of damages, to the extent arising out of, or in any way resulting from, the City's negligence or willful misconduct or that of the City's officers, officials, employees or agents.

King County's Indemnification. To the maximum extent permitted by law, King County shall protect, defend, indemnify, and save harmless the City, its officers, officials, employees, and agents while acting within the scope of their employment, from any and all costs, claims, judgments, and awards of damages, to the extent arising out of, or in any way resulting from, the King County's negligence or willful misconduct or that of King County's officers, officials, employees or agents.

Neither party will be required to indemnify, defend, or save harmless the other party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, or actions result from concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the party's own negligence. Each of the parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, unless otherwise limited by law, each of the parties, by mutual negotiation, hereby waives any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only as to the other party to the extent necessary to fulfill the defense and indemnity obligations under this Indemnification Section. In the event that any of the parties or combination of the parties incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible party or combination of the parties to the extent of that party's/those parties' culpability. This indemnification shall survive the termination and expiration of this MOA.

Governing Law; Jurisdiction

This MOA shall be governed by the laws of the State of Washington. The jurisdiction and venue for any legal action shall be King County Superior Court for the State of Washington in Seattle.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Contract by having their authorized representatives affix their signatures below.

Termination or Modification of this Agreement

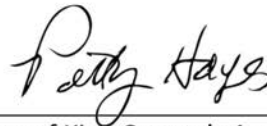
This Agreement may be terminated or modified by written agreement between FAS and Public Health – Seattle & King County. Mutually agreed upon modifications shall be incorporated by written amendments to this Agreement. Upon providing a 30-day written notice, either agency may choose to terminate this Agreement for its own convenience. No termination of this Agreement shall release FAS or Public Health – Seattle & King County from any liability or obligation occurring prior to such termination. The parties to this Agreement, as signed below, hereby declare that the terms and associated responsibilities set forth in this Agreement and Attachment 1: FEMA Terms and Conditions have been fully read and understood and are voluntarily accepted.

Signed:



Calvin W. Goings, City of Seattle Department of
Finance and Administrative Services Director

Date: 2/18/2021



Signature of King County's Authorized Official

Patty Hayes, Director, Public Health - Seattle & King Co
Name & Title of King County's Authorized Official

Date: 2/17/21

Attachment 1: FEMA Terms and Conditions

This Agreement is a direct result of the City of Seattle's and Public Health – Seattle King County's (PHSKC) response to immediate needs related to the COVID-19 Pandemic Outbreak. The following federal provisions are incorporated in the Agreement. Should a conflict between these provisions and any existing provisions in the Agreement arise, the more restrictive provision shall prevail.

A. Clean Air Act

1. PHSKC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. PHSKC agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. PHSKC agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

1. PHSKC 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.
2. PHSKC agrees to report each violation to the City and understands and agrees that the City 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.
3. PHSKC agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

C. Suspension and Debarment

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, PHSKC is required to verify that none of the its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. PHSKC must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that PHSKC did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. PHSKC agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of any contract that may arise from this offer. PHSKC further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Contractors 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.

E. Procurement of Recovered Materials

1. In the performance of this Agreement, PHSKC shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. 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/comprehensive-procurement-guideline-cpg-program>.
3. PHSKC also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. Access to Records

The following access to records requirements apply to this Agreement:

1. PHSKC agrees to provide the City, the State of Washington, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of PHSKC which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. PHSKC agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. PHSKC agrees to provide the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
4. In compliance with the Disaster Recovery Act of 2018, the City and PHSKC acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

G. DHS Seal, Logo, and Flags

PHSKC shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

H. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. PHSKC will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

I. No Obligation by Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, PHSKC, or any other party pertaining to any matter resulting from the Agreement.

J. Program Fraud and False or Fraudulent Statements or Related Acts

PHSKC acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the its actions pertaining to this Agreement.

Byrd Anti-Lobbying Certification

In accordance with APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING: Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his/her/their 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.

PUBLIC HEALTH – SEATTLE & KING COUNTY certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, PHSKC 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 King County's Authorized Official

Patty Hayes, Director, Public Health - Seattle & King County

Name and Title of King County's Authorized Official

2/17/21

Date

City of Seattle
CONTRACT
Part i

Terms and Conditions

This contract is made effective as of the last date of signature below, and entered into by and between the City of Seattle ("City" or "Seattle"), a Washington municipal corporation and Swedish Health Services dba Swedish Medical Group, a nonprofit corporation organized under the laws of the State of Washington ("Contractor"), and authorized to do business in the State of Washington.

WHEREAS, City intends to provide a high-volume COVID-19 vaccination clinic at Lumen Field Event Center ("Clinic") in response to the state of emergency declared by chief executives of the State of Washington, King County, and City;

WHEREAS, Contractor provides access to clinical staff and vaccination services; and

WHEREAS, Contractor was selected as a result of an emergency purchase in accordance with SMC 10.02.070 and SMC 20.60.110 to provide the clinical staff and services.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the Statement of Work contained herein, as attached and made a part hereof, City and Contractor mutually agree as follows:

General Terms and Conditions

1. **Entire Agreement:** This contract comprises the entire agreement between the City and Contractor. The contract is defined to explicitly include the (i) the Terms and Conditions; (ii) FEMA Terms and Conditions; (iii) Statement of Work; and (v) Pricing Form (together "Contract"). Where there are conflicts between these documents, the controlling documents will be in that same sequence, with the first taking priority over the last listed, unless otherwise described in a subsequent document.
2. **Reserved**
3. **Term:** The Contract shall be for one year (the "Initial Term"), with extensions allowed upon mutual agreement (each a "Renewal Term"). Contractor may provide a notice to not extend but must provide such notice to the City at least 45 days before the end of the Initial Term or subsequent Renewal Terms, as applicable.
4. **Schedule:** Unless Purchasing and Contracting at the Department of Finance and Administrative Services ("Purchasing and Contracting") issues a written change, Contractor shall use its best efforts to deliver the items or render the services as described in the Statement of Work. If Contractor anticipates difficulty in meeting the schedule, Contractor shall promptly notify an

authorized representative of the City of such difficulty and the length of the anticipated delay.

5. **Reserved**
6. **Adjustments:** Purchasing and Contracting, at any time, may make reasonable changes to (i) the place of delivery, installation or inspection; (ii) the method of shipment or packing; (iii) labeling and identification; (iv) contract duration; and (v) ancillary matters that Contractor may accommodate without any additional expense to the City.
7. **Changes and Expansion Authority:** No modification of this Contract shall be effective unless in writing and signed by an authorized representative of the City and Contractor. The only person authorized to make amendments on behalf of the City is an authorized representative of Purchasing and Contracting. Purchasing and Contracting shall issue change notices to Contractor, and such notices shall be considered to take effect and be mutually acceptable, upon signature of Purchasing and Contracting and Contractor.
8. **Contract Expansion:** The Contract may be expanded as mutually agreed during the existence of the declared emergency.
9. **Invoices:** Invoices must show line item detail, as such is set forth in the Pricing Form, and price for each. Invoices must also provide the name of the City employee that placed the order, department name and the Contract and/or Purchase Order Number. An invoice is considered received three business days after it is sent by Contractor, provided it is sent to and received by the City's authorized representative designated within this Contract.

Seattle will not be bound by prices contained in an invoice that are higher than those in the Contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to Contractor for corrections.
10. **Delayed Invoice Submittal:** Invoices must be submitted to the City within 60 days of either the date the City received, inspected and accepted delivery of all goods, the date the City accepted final completion of all services, or the date of receipt of a correct invoice, whichever date is later.
11. **Payment/Payment Procedures:**

General: Seattle agrees to compensate as specified herein or attached, in consideration of Contractor performance and a properly completed and received invoice as specified in Section 9 above. Payment shall only be made for services performed,



scheduled but not cancelled within 24 hours, and/or product delivered, after receipt, review, and authorization by the City as agreed in the Pricing Form. The payment term is net thirty (30) days after the City's receipt of the invoice and acceptance of the goods or completion and acceptance of the services. A payment is considered made on the day it is mailed or delivered. This section is not intended to restrict partial payments that are specified in the contract. All dollars referenced in this Contract and attachments are US Dollars.

Disputed Items: The City may withhold payment for good faith disputed items. Disputed items include, but are not restricted to, improperly prepared invoices, lack of appropriate supporting documentation, unapproved staff or staff rates on the invoice, and work product or services that do not comply with the terms of this Contract provided notice of the same is provided promptly to Contractor by City. The City will promptly notify Contractor in writing, outlining the disputed items, the amount withheld and actions Contractor must take to resolve the disputed items. The City shall pay undisputed amounts in accordance with the terms and conditions of this Contract. The City shall pay the revised invoice for disputed amounts within thirty (30) calendar days of receipt.

Legal Fees: In any action brought to collect interest due under this Section, the prevailing party is entitled to an award of reasonable attorney fees.

12. Reserved

13. Taxes, Fees and Licenses:

Fees and Licenses: Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply with said changes during the entire term of this Contract. Contractor must pay all custom duties, brokerage or import fees where applicable as part of the contract price. Contractor shall take all necessary actions to ensure that materials or equipment purchased are expedited through customs.

Taxes: Where required by State of Washington ("State") statute, ordinance or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, Seattle agrees to pay State sales or use taxes on all applicable consumer services and materials purchased. No charge by Contractor shall be made for federal excise taxes and Seattle agrees to furnish Contractor with an exemption certificate where appropriate.

Withholding payment for taxes/business license fees due the City: If specified by Seattle Municipal Code the Director of the Department of Finance and Administrative Services may withhold payment due a City contractor pending satisfactory resolution of

unpaid taxes and fees due the City.

Contractor is to calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax is to be computed on new items after deduction of any trade-in, in accordance with WAC 458-20-247.

14. Pricing:

General: Pricing reflects the following terms. Purchasing and Contracting may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of Purchasing and Contracting. Such changes (whether increases or decreases) may only be issued by Purchasing and Contracting. No other individual or City department is authorized to approve such modifications. Changes shall be issued in writing by Purchasing and Contracting. Absent a written contract document, such changes shall not be considered effective. The change order shall require joint signature.

Requests for Price Decreases: Contractors can offer greater discounts or lower prices at any time when a specific order is placed or when a long-term change in costs allows Contractor to offer a permanent change to the contract prices. Requests that reduce pricing charged to the City may be delivered to Purchasing and Contracting at any time during the contract period. Such price reductions should use the same pricing structure as the original contract (e.g., discounts below list, mark-up above, fixed price, or hourly rates). The City may likewise initiate a request to Contractor for price reductions, subject to mutual agreement of Contractor.

Requests for Price Increases: Requests that increase costs to the City must be delivered to an authorized representative of Purchasing and Contracting in accordance with the rules below. No other individual may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by Purchasing and Contracting to this Contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

A. Reserved

B. One-time Purchase Order Prices: For a one-time purchase, pricing shall be firm and fixed for that purchase, and shall not be subject to requests for price increases by Contractor. With this said, Contractor may submit requests to reduce and decrease the price.

C. Hourly Rates or Service Pricing: Contractor may submit a price reduction that implements a lower and more favorable cost to the City at any time during the Contract. Contractor



requests for rate increases must be no sooner than two years after contract signature, are at the discretion of Purchasing and Contracting; and must:

- 1) Be the direct result of increases to wage rates and not exceed the U.S. Dept. of Labor Consumer Price Index (CPI) for All Urban Consumers Seattle-Tacoma-Bellevue or other appropriate service rate index agreed upon between Purchasing and Contracting and Contractor. A link to the CPI Data is available at <http://www.seattle.gov/financedepartment/cpi/historical.htm>.
- 2) Be calculated over the previous 12-month period.
- 3) Not produce a higher profit margin than that on the original contract.
- 4) Clearly identify the service titles and the hours of service performed if specified within the Contract and the before and after wage rates for such titles.
- 5) Reserved.
- 6) Be accompanied by detailed documentation acceptable to Purchasing and Contracting sufficient to warrant the increase.
- 7) Remain firm and fixed for at least 365 days after the effective date of the adjustment.
- 8) Not deviate from the original contract pricing scheme/methodology.

D. Reserved

15. **Reserved**

16. **Reserved**

17. **Reserved**

18. **Travel and Direct Charges:** If the specifications or scope of work for this purchase have specifically identified travel and/or direct costs that the City intends to reimburse, then the following requirements shall apply. All such expenses must be pre-approved in writing by the City project manager. If the specifications and scope of work do not clearly identify such costs for compensation, then no compensation will be given.

- A. City will reimburse Contractor at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses. Direct charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants or subcontractors.
- B. The billing for third-party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices,

receipts, subconsultant/subcontractor paid invoices, and other supporting documents used by Contractor to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All third-party charges must be necessary for the services provided under this Contract.

- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach class fare only. Receipts detailing each airfare are required. Unusual itineraries or multi-leg trips shall be prorated to the business requirements of this Contract at the sole discretion of the City.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed (the current Federal Per Diem daily meal rate used by the City for reimbursement will be provided upon request). *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate" and shall detail how many of each meal is being billed (e.g., the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published Runzheimer Cost Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.).
- G. **Vehicle Mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred. Documentation of mileage incurred is required. Please note that payment for mileage incurred for long distances traveled shall not be more than an equivalent trip round-trip airfare on a commercial airline for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel (e.g., parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.):** Miscellaneous travel



expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.

J. **Miscellaneous other business expenses:** Other miscellaneous third-party business expenses if allowed by this Contract (e.g., printing, photo development, binding, courier, etc.) will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all third-party miscellaneous expenses that are billed.

K. **Subcontractor:** Subcontractor expenses if allowed by this Contract will be reimbursed at the actual cost incurred and may not include a markup. Copies of all subcontractor invoices that are rebilled to the City are required.

19. **Delivery Time:** Except when instructed otherwise, delivery must be made during normal working hours and within timeframes proposed by Contractor herein and as accepted by Seattle, and as agreed by the parties in accordance with the Statement of Work. Failure to comply may subject Contractor to non-delivery assessment charges and/or damages as appropriate. Seattle reserves the right to refuse shipment when delivered before or after normal working hours. Contractor shall verify specific working hours of offices and so instruct carrier(s) to deliver accordingly. The acceptance by Seattle of late performance without objection or reservation shall not waive the right of Seattle to claim damages for such breach, nor preclude Seattle from pursuing any other remedy provided herein, including termination, nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.

20. **Reserved**

21. **Reserved**

22. **Rejection of Goods:** Goods shall not be deemed accepted until the City completes receipt, inspection and acceptance. The City may reject goods upon notice to Contractor without the requirement to specify the reason(s) for rejection. The City can return non-conforming goods, require Contractor to replace non-conforming goods, or require Contractor to repair non-conforming goods to meet requirements, at Contractor cost.

23. **Liens:** Contractor warrants all products are free and clear of liens.

24. **Contract Notices:** Contract notices shall be delivered to Purchasing and Contracting at the addresses specified in the Contract and to Contractor using Contractor contact and address information specified by Contractor, unless Contractor designates in writing other contact information for such notices.

City Addresses and Contact Information:

If delivered by the U.S. Postal Service, it must be addressed to:

Marlon R. Franada

City of Seattle Purchasing and Contracting
PO Box 94687
Seattle, WA 98124-4687

If delivered by other than the U.S. Postal Service, it must be addressed to:

Marlon R. Franada
City of Seattle Purchasing and Contracting
Seattle Municipal Tower
700 5th Ave., #4112
Seattle, WA 98104-5042

Phone: 206-733-9583
E-Mail: marlon.franada@seattle.gov

Project work, invoices and communications shall be delivered to the City Project Manager:

City of Seattle, Department of Finance and Administrative Services
Attention: Julia Colson
Address: Seattle Center Armory 308
Phone: 206-684-7377; 206-856-8766
Email: julia.colson@seattle.gov

Contractor Addresses and Contact Information:

Contractor Contact: Renee Rassilyer-Bomers
Contractor Name: Swedish Health Services (attention Swedish Corporate Office)
Contractor Address: 747 Broadway, Seattle, Washington 98122

Phone: (206) 215-2310
E-Mail: Renee.Rassilyer@swedish.org

25. **Representations:** Contractor represents and warrants that it has the requisite training, skill and experience necessary to provide work and is appropriately accredited and licensed by all applicable agencies and governmental entities.

26. **Warranties:** Contractor warrants that all materials, equipment, and/or services provided under this Contract (i) shall be fit for the purpose(s) for which intended; (ii) are properly packaged; (iii) comply with applicable safety and health standards; and (iv) conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by Seattle shall not alter or affect the obligations of Contractor or the rights of Seattle.

27. **Independent Contractor:** It is the intention and understanding of the parties that Contractor shall be an independent Contractor and that Seattle shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of Contractor shall not be deemed to convert this Contract to an



employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that Seattle is not the exclusive user of the services that Contractor provides.

28. **Inspection:** Work shall be subject, at all times, to inspection by and with approval of Seattle, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the work in accordance with this Contract, notwithstanding Seattle's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Contractor shall provide sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

29. **Performance:** Acceptance by Seattle of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the Contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

30. **Social Equity Requirements:**

A. **Employment Actions:** Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor shall affirmatively try to ensure applicants are employed, and employees are treated during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap. Such efforts include, but are not limited to, employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training.

B. Contractor will ensure that its respective employees, agents, and subcontractors conduct themselves in a courteous and expeditious manner. The use of abusive, indecent, offensive, coarse, or insulting language, or any form of harassment is prohibited and will not be tolerated. Contractor's employees, agents, and subcontractors will be competent and hold appropriate licenses and endorsements. The City may require the removal of any employee or subcontractor of Contractor for misconduct or incompetent or negligent performance. Such persons will not be allowed to perform services under this Contract without the written consent of the City.

C. Reserved

D. Reserved

E. If upon investigation, the Director of Finance and Administrative Services finds probable cause to believe that Contractor has failed to comply with the requirements of this section, Contractor shall be notified in writing. The Director of Finance and Administrative Services shall give Contractor an opportunity to be heard, after ten calendar days' notice. If, after Contractor's opportunity to be heard, the Director of Finance and Administrative Services still finds probable cause, s/he may suspend the Contract and/or withhold any funds due or to become due to Contractor, pending compliance by Contractor with the requirements of this section.

31. **Assignment:** Contractor shall not assign any of its obligations under this Contract without Seattle's written consent, which may be granted or withheld in Seattle's sole discretion.

32. **Subcontracting:** Contractor shall not subcontract any of its obligations under this Contract without Seattle's written consent, which may be granted or withheld in Seattle's sole discretion. Contractor shall ensure that all subcontractors at all levels comply with the obligations, requirements and terms and conditions of the Contract, except for Equal Benefit provisions. Seattle's consent to subcontract shall not release Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent to subcontract.

33. **Reserved**

34. **Involvement of Current and Former City Employees:** If Contractor has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, Contractor **must** provide written notice to Purchasing and Contracting of the current or former City official, employee or volunteer's name. Contractor must continue to update that information to Purchasing and Contracting during the full course of the Contract. Contractor is to be aware and familiar with the Ethics Code and educate Contractor workers accordingly.

35. **Equal Benefits:**

A. Compliance with SMC Ch. 20.45: Contractor shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which Contractor is obligated to provide the same or equivalent benefits to its employees with domestic partners as Contractor provides to its employees with spouses. At Seattle's request, Contractor shall provide complete information and verification of Contractor's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Contract. (For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-0430 or review information at <http://www.seattle.gov/purchasing-and-contracting/social-equity/equal-benefits>.)



B. Remedies for Violations of SMC Ch. 20.45: Any violation of this section shall be a material breach of Contract for which the City may:

- 1) Require Contractor to pay actual damages for each day that Contractor is in violation of SMC Ch. 20.45 during the term of the Contract; or
- 2) Terminate the Contract; or
- 3) Disqualify Contractor from bidding on or being awarded a City contract for a period of up to five (5) years; or
- 4) Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated thereunder.

36. **Publicity, Naming Rights Agreement; Exclusive Rights Sponsor, and Signage within Facility:** The City has agreed in its contract with First and Goal Inc. ("FGI") to the following requirements, and to require other City contractors to comply with the same requirements. The City requires Contractor to comply with the same. For purposes of this section "Licensee" means the City.

Publicity: news release, advertisement, promotional material, tour, or demonstration related to this Agreement or any work performed pursuant to this Agreement shall be produced, distributed, or take place without the prior, specific approval of both the City's Project Manager or his/her designee and an authorized representative of FGI. FGI acknowledges that Licensee is subject to the Open Public Meetings Act and WA Public Records Act and the Vaccine Administration Program will be discussed at public meetings, public presentations, and subject to public comments.

Naming Rights Agreement; Exclusive Sponsors: Licensee agrees to use the name "Lumen Field," "Lumen Field Event Center," "Formerly CenturyLink Field," "Formerly CenturyLink Field Event Center," and/or "WaMu Theater," as applicable, when referencing the Licensed Facility in any print, radio, television, media, and other messages. Licensee acknowledges that certain FGI sponsors (and the sponsors of FGI's affiliates) have exclusive rights with regard to the Stadium Complex and agrees that no promotional and public-facing communications shall conflict with such exclusive rights, it being understood that FGI shall communicate such exclusive rights to Licensee from time to time when requested by Licensee.

Signage Within the Licensed Facility: FGI possesses exclusive rights in all marketing, advertising, and signage in or around the Stadium Complex. Licensee may not cover, block, or obscure in any manner any sign in or around the Stadium Complex. Any signage placed within the Licensed Facility by Licensee shall be subject to FGI's prior written approval and comply with applicable law, including, without limitation the Americans With Disabilities Act. Permission for directional signage with small logos that were produced and approved by FGI personnel prior to the Agreement Date for this Vaccine Administration Program is hereby granted, provided location and mounting structures and methods shall subject to prior approval by FGI.

37. **Proprietary and Confidential Information:**

State Public Records Act (Release/Disclosure of Public Records): Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City are considered public records. These records include, but are not limited to, bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State's Public Records Act requires that public records be promptly disclosed by the City upon request unless that RCW or another State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in State Law (Reference RCW 42.56 and RCW 19.108).

As mentioned above, all City offices are required to promptly make public records available upon request. However, under State Law some records or portions of records may be considered legally *exempt from disclosure*. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If the City receives a public disclosure request for any records or parts of records that Contractor has properly and specifically listed on the City Non-Disclosure Request Form (Form), or records that have been specifically identified in this Contract, the City will notify Contractor in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow Contractor up to ten business days to obtain and serve the City with a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If Contractor fails to obtain a Court order and serve the City within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on Contractor's behalf. If Contractor believes that its records are exempt from disclosure, Contractor is obligated to seek an injunction under RCW 42.56.540. Contractor acknowledges that the City will have no obligation or liability to Contractor if the records are disclosed.

38. **Liability; Indemnification**

38.1 PREP Act Liability and Immunity. The City represents that the City is a Covered Person, and Contractor represents that Contractor is a Covered Person, as defined in the Public Readiness and Emergency Preparedness Act (the "PREP Act"), 42 USC § 247d-6d, as amended. The City makes no representations or acknowledgments regarding Contractor, and Contractor makes no representations or acknowledgments regarding the City. The Parties release each other from liability for alleged or actual non-willful misconduct underlying any claim of loss caused by, arising out of, relating to, or resulting from the manufacture, distribution, administration, or use of COVID-19 Vaccine that was administered at the Clinic, unless a court or agency



has determined that such conduct is not within the scope of PREP Act or other federal or state law regarding liability immunity.

38.2 Indemnification. Generally. Each party agrees to indemnify and hold harmless the other Party and its directors, officers, officials, employees, Staff, and agents (collectively, the “Indemnified Group”), from and against any and all claims, losses, damages, demands, suits, judgments, liabilities and costs (including reasonable attorneys’ fees) (collectively, “Damages”) incurred by any or all of the Indemnified Group arising out of, relating to, or resulting from the alleged or judicially determined (i) negligent or intentional acts or omissions of the indemnifying party (“Indemnitor”), or (ii) any breach or default by Indemnitor under the provisions of this agreement; except that in no event shall anything herein be construed as an indemnification by Indemnitor of Indemnified Group to the extent the Damages are the proximate result of conduct or actions within the scope of the immunity and other protections of the PREP Act or (y) the result of exposure to, or contraction of, COVID-19 resulting from any cause whatsoever, unless such exposure to, or contraction of, COVID-19 is the proximate result of the willful misconduct of the Indemnitor or is otherwise not covered by the immunity provided by the PREP Act. Notwithstanding the foregoing, no party waives any legal immunity, including but not limited to any immunity provided by the PREP Act, against any non-indemnification claim by a party or any other person.

38.3 Written Notice of Claim. A claim for indemnification hereunder shall be made by the party seeking indemnification by prompt delivery of a written declaration to the Indemnitor requesting indemnification and specifying in reasonable detail the basis on which indemnification is sought.

38.4 Defense of Proceedings. If any claim, suit or action arising from or related to the agreement of the Parties set forth in this agreement (a “Proceeding”) is brought against an Indemnified Group and it gives prompt written notice to the Indemnitor of the commencement of such Proceeding, the Indemnified Group will be entitled to participate (with counsel of its choosing, at its sole cost and expense, and reasonably satisfactory to Indemnified Group) in such Proceeding and, to the extent that Indemnitor wishes, Indemnitor may elect to assume the defense and control of such Proceeding with counsel of its choosing and reasonably satisfactory to the Indemnified Group and, after notice from the Indemnitor to the Indemnified Group of its election to assume the defense of such Proceeding. The Indemnitor will not, as long as it diligently conducts such defense, be liable to the Indemnified Group under this Section __ for any fees of other counsel or any other expenses with respect to the defense of such Proceedings, in each case subsequently incurred by the Indemnified Group in connection with the defense of such Proceeding

38.5 Settlement. No settlement of a Proceeding involving the asserted liability of any Indemnitor shall be made without

the prior written consent by or on behalf of such Indemnitor, which consent shall not be unreasonably withheld, delayed or conditioned. The Indemnitor and Indemnified Group shall cooperate with each other in all reasonable respects in connection with the defense of any Proceeding, including, making available records relating to such claim and furnishing, without expense to the Indemnitor, management employees of the Indemnified Group as may be reasonably necessary for the preparation of the defense of any such claim or for testimony as witness in any proceeding relating to such claim.

38.6 Liability Limitation. Notwithstanding any other provision of this agreement to the contrary, in no event shall a party be entitled to indemnification for such party’s incidental damages (including damages for loss of profit or diminution in value), or consequential damages. Damages for breach or default under the provisions of this agreement shall be limited to a cumulative maximum of \$3 million.

38.7 Litigation Cooperation. Each party agrees to cooperate with the other party and its representatives in the prevention, investigation, management or defense of malpractice claims or other liabilities, against the other party, arising out of or connected with the services provided under this agreement, to the extent permitted by law and without waiving any attorney client privilege. Such covenant of cooperation shall not, however, preclude a claim by either party against the other; provided, however, that in no event shall this provision be construed to permit breach of any agreement, covenant or promise on the part of either party.

39. **Insurance:** Both parties shall carry appropriate insurance for the duration of the contract. Contractor shall procure and maintain at its own expense for the duration of this Contract appropriate insurance including but not limited to the coverage described below against claims for injuries to persons or damages to property that may arise from, or in connection with, the performance of this Agreement hereunder by Contractor or any of its representatives including volunteers, and employees. A party may provide such insurance through a self-insurance program.

a. Minimum Scope and Limits of Insurance.

Insurance coverage shall be at least as broad as stated below and with limits no less than:

1. Commercial General Liability. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 covering COMMERCIAL GENERAL LIABILITY. \$1,000,000 combined single limit per claim, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

\$1,000,000 - Each claim combined single limit
bodily injury and property damage (CSL) \$1,000,000
Products/Completed operations Aggregate
\$1,000,000 General Aggregate



2. Commercial Auto Liability. Insurance for owned, non-owned, leased or hired vehicles, as applicable. The minimum limits shall be \$2,000,000 per occurrence.
3. Umbrella or Excess Liability Insurance. Contractor shall provide minimum Excess or Umbrella Liability coverage limits of \$4,000,000 each claim in excess of the primary CGL liability insurance limits specified in Section 39. The Umbrella liability requirement of \$4,000,000 may also be satisfied with primary CGL and/or Automobile liability insurance limits or any combination of primary and excess/umbrella limits.
4. Workers' Compensation. Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Title 51 RCW Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.
5. Employer's Liability or "Stop Gap". Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.
6. Professional Liability Coverage. Professional Liability must provide a minimum limit of liability of \$5,000,000 each claim and may be evidenced as an extension of a CGL policy or by a separate Professional Liability policy. The Insurance shall cover officers, employees and representatives including volunteers for malpractice claims made during the term of this Agreement. If insurance is on a claims-made form:
 - a. The retroactive date, and that of all subsequent renewals, shall be no later than the commencement of this agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of the Project.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of six (3) years after completion of the Agreement.
7. Information Technology. If Contractor operations expose the City to cyber losses, Contractor shall have

Cyber Liability (Network Security Liability and Privacy Liability) insurance coverage with minimum limit \$3,000,000 per occurrence and in the aggregate. Coverage shall include, but not be limited to, coverage for any actual or alleged breach of duty, neglect, error, act, mistake, omission, or failure arising out of Internet and Network Activities including coverage for, but not limited to, the following events: an attack that has the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access or unauthorized use of computer system; Computer Crime or Information Theft; Denial of Service; Extortion; Introduction, implantation, or spread of a Computer Virus; Loss of Service; Identity Theft; Infringement; Electronic data loss and restoration; Unauthorized Access or Use, including the gaining of access to Contractor's computer systems by an unauthorized person or persons or an authorized person in an unauthorized manner. Coverage shall include notification and other expenses incurred in remedying a privacy breach and costs to investigate and restore data.

City shall procure and maintain at its own expense for the duration of this Contract appropriate insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the performance of this Agreement hereunder by City or any of its representatives including volunteers, and employees. City may provide such insurance through a self-insurance program.

- b. General Conditions (Not Applicable to Washington State Workers Compensation).
 1. Deductibles or Self-Insured Retentions. Any deductibles or self-insured retentions must be declared on a certificate of insurance (or equivalent) to be provided on request. The deductible and/or self-insured retention of the policies shall not limit a Party's liability and shall be the sole responsibility of each Party.
 2. Self-Insurance. If either Party is a self-insured entity or member of an insurance pool, the Party shall provide the other with a certificate of insurance (or equivalent) upon request maintenance of, or participation in, self-insurance program equivalent to the coverage types and amounts described above.
 3. Cancellation. Coverage shall not be cancellable without at least thirty (30) days advance written notice of cancellation, except ten (10) days with respect to cancellation for non-payment of premium.
 4. Waiver of Subrogation. CGL, insurance required to be maintained hereunder shall contain a waiver of



subrogation in favor of the other Party.

5. **Additional Insured.** Where applicable, Contractor shall include the City, its officers, elected officials, employees, agents, and volunteers” as additional insureds under CGL and for primary limits of liability as required in this Agreement per the ISO CG 20 26 11 85 designated additional insured endorsement or its equivalent.

Additional Insured. Where applicable, City shall include Contractor, its officers, directors, employees, agents, and volunteers” as additional insureds under CGL and for primary limits of liability as required in this Agreement per the ISO CG 20 26 11 85 designated additional insured endorsement or its equivalent.

6. **No Limitation of Liability.** The required insurance coverage types and limits of liability as specified herein are minimum coverage and limit of liability requirements only. Nothing in the insurance requirements for minimum insurance coverage shall not be interpreted to limit or release liability of the other Party’s.
7. **Changes in Insurance Requirements.** The Parties shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to the other Party. Should either Party, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied.
8. **Security of Insurers.** Insurers shall be licensed to do business in the State of Washington and shall maintain not less than an A-VII A.M. Best’s ratings unless coverage is procured as surplus lines under Revised Code of Washington (RCW) chapter 48.15 (“Unauthorized insurers”).
9. **Certificates of Insurance.** Where applicable, each Party shall deliver to the other an ACORD (or equivalent) Certificates of Liability Insurance issued in conformance with prevailing established market practice evidencing compliance with the required types and coverage limits of liability and meeting general conditions stated herein, including but not limited to provision for notice of cancellation as specified herein.

40. **Audit:** Upon request, Contractor shall permit Seattle, and any other governmental agency involved in the funding of the work (“Agency”), reasonable access to inspect and audit all pertinent books and records of Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to the work, at any and all times deemed necessary by Seattle or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in King County, Washington or other such reasonable location as Seattle or Agency selects. Contractor shall permit Seattle to make, a copy of any books and records and any portion thereof. Contractor shall ensure that such inspection, audit and copying right of Seattle and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Contract. *See Also Federal provisions for federal access when this contract is paid in part or in whole by federal fund sources.*

41. **Contractual Relationship:** The relationship of Contractor to Seattle by reason of this Contract shall be that of an independent contractor. This Contract does not authorize Contractor to act as the agent or legal representative of Seattle for any purpose whatsoever. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of Seattle or to bind Seattle in any manner or thing whatsoever.

42. **Safety, Supervision and Coordination:** Contractor is solely responsible for the safe performance of the work, and it must establish, maintain, and supervise a safe and healthy working environment for the performance of the work. When deemed necessary by the City, Contractor must submit for approval, a Health and Safety Plan identifying procedures and guidelines demonstrating compliance with all federal, state, tribal, county, and local health and safety law, ordinances, and regulations that are applicable to the Work.

Further, Contractor shall:

- Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein.
- Designate to Seattle, a representative(s) with the authority to legally commit Contractor’s firm. All communications given or received from Contractor’s representative shall be binding on Contractor.
- Promote and offer to City employees only those materials, equipment and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.

43. **Compliance with Law:**



- A. **General Requirement:** Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State; the Charter, Municipal Code, and ordinances of the City; and rules, regulations, orders, and directives of their respective administrative agencies and officers, including, but not limited to, Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.06 (Unfair Public Accommodations Practices), Chapter 14.10 (Fair Contracting Practices), and Chapter 20.45 (City Contracts – Non-Discrimination in Benefits).
 - B. **Licenses and Similar Authorizations:** Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.
 - C. **Taxes:** Contractor shall pay, before delinquency, all taxes, import duties, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on Contractor's interest in this Contract.
44. **Violations of Law:** Any violation of the requirements in Section 43 shall be a material breach of contract for which Contractor may be subject to damages, sanctions, or other remedies as provided for under this Contract or under applicable law. In the event Contractor is in violation of Section 43, Contractor may also be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).
45. **No Gifts or Gratuities:** Contractor shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official, that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to Contractor. Promotional items worth less than \$25 may be distributed by Contractor to City employees if Contractor uses the items as routine and standard promotions for business. Any violation of this provision may result in termination of this Contract. Nothing in this Contract prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.
46. **Contract Workers with 1,000 Hours:** Throughout the life of the Contract, Contractor shall provide written notice to Purchasing and Contracting and the City Project Manager of any contract worker that shall perform more than 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those that the contract worker performs for the Contract, and any other hours that the worker performs for the City under any other contract. Such workers are subject to the requirements of the City

Ethics Code, Seattle Municipal Code 4.16. Contractor shall advise their Contract workers as applicable.

47. **Intellectual Property Rights:**

Patents: Contractor hereby assigns to Seattle all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of Contract or any subcontract hereunder. Notwithstanding the above, Contractor does not convey to Seattle, nor does Seattle obtain, any right to any document or material utilized by Contractor that was created or produced separate from this Contract or was preexisting material (not already owned by Seattle), provided that Contractor has clearly identified in writing such material as preexisting prior to commencement of the work. To the extent that preexisting materials are incorporated into the work, Contractor grants Seattle an irrevocable, non-exclusive, fully paid, royalty-free right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the work.

Copyrights: For materials and documents prepared by Contractor in connection with work, Contractor shall retain the copyright (including the right of reuse) whether or not the work is completed. Contractor grants to Seattle a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by Contractor for Seattle under this Contract. If requested by Seattle, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by Seattle in connection with the work, shall be promptly delivered to Seattle.

Seattle may make and retain copies of such documents for its information and reference in connection with their use on the project. Contractor does not represent or warrant that such documents are suitable for reuse by Seattle, or others, on extensions of the project, or on any other project. Contractor represents and warrants that it has all necessary legal authority to make the assignments and grant the licenses required by this section.

- 48. **No personal liability:** No officer, agent or authorized employee of the City or Contractor shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.
- 49. **Binding Effect:** The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.



50. **Waiver:** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by Seattle of any performance by Contractor after the time the same shall have become due nor payment to Contractor for any portion of the Work shall constitute a waiver by Seattle of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Seattle, in writing. The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether the same or similar type.
51. **Anti-Trust:** Seattle maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, Contractor hereby assigns to Seattle any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this Contract and which are not passed on to Seattle under an escalation clause.
52. **Applicable Law:** This Contract shall be construed under the laws of the state of Washington. The venue for any action relating to this Contract shall be in the Superior Court for King County, State of Washington.
53. **Remedies Cumulative:** Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
54. **Captions:** The titles of sections, or subsections, are for convenience only and do not define or limit the contents.
55. **Severability:** Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.
56. **Disputes:** Seattle and Contractor shall maintain business continuity to the extent practical while pursuing disputes. Any dispute or misunderstanding that may arise under this Contract concerning Contractor's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between Contractor's Project Manager and Seattle's Project Manager, or if mutually agreed, referred to the City's named representative and Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate

the rights, if any, of either party to terminate the Contract in accordance with the termination provisions herein.

Notwithstanding above, if Seattle believes in good faith that some portion of work has not been completed satisfactorily, Seattle may require Contractor to correct such work prior to Seattle payment. In such event, Seattle must clearly and reasonably provide to Contractor an explanation of the concern and the remedy that Seattle expects. Seattle may withhold from any payment that is otherwise due, an amount that Seattle in good faith finds to be under dispute, or if Contractor does not provide a sufficient remedy, Seattle may retain the amount equal to the cost to Seattle for otherwise correcting or remedying the work not properly completed.

57. **Termination:**

For Cause: Either party may terminate this Contract if the other party is in material breach of any of its terms, and such breach has not been corrected to the terminating party's reasonable satisfaction in a timely manner.

For Convenience: Either party may terminate this Contract in whole or in part, without cause and for any reason, including that party's convenience, upon 365 days' written notice to the other party.

Nonappropriation of Funds: Seattle may terminate this Contract at any time without notice due to nonappropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.

Acts of Insolvency: Seattle may terminate this Contract by written notice to Contractor if Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

Termination for Gifts or Gratuities: Seattle may terminate this Contract by written notice to Contractor if Seattle finds that any gratuity in the form of entertainment, a gift, or otherwise, was offered to or given by Contractor or any agent therefor to any City official, officer or employee, as defined above.

Notice: The Purchasing and Contracting may issue a termination notice with an effective date later than the termination notice itself. In such case, Contractor shall continue to provide products and services as required by Purchasing and Contracting until the effective date provided in the termination notice.

Actions upon Termination: In the event of termination not the fault of Contractor, Contractor shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation



exceed the maximum compensation to be paid under the Contract. Contractor agrees that this payment shall fully and adequately compensate Contractor and all subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Contract. Upon termination for any reason, Contractor shall provide Seattle with the most current design documents, contract documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. Seattle shall have the same rights to use these materials as if termination had not occurred.

58. **Force Majeure – Suspension and Termination:** This section applies in the event that either party is unable to perform the obligations of this contract because of a “Force Majeure Event” as defined herein, to the extent that the Contract obligations must be suspended in full. A “Force Majeure Event” is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Force majeure under this section shall only apply in the event that performance is rendered not possible by either party or its agents. Should it be possible to provide partial performance that is acceptable to the City under Section 59 (Major Emergencies or Disasters), Section 59 below shall instead be in force.

Should either party suffer from a Force Majeure Event and is unable to provide performance, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of the Force Majeure Event. If the Force Majeure Event affects the delivery date or warranty provisions of this Contract, such date or warranty period shall automatically be extended for a period equal to the duration of the Force Majeure Event.

59. **Major Emergencies or Disasters:** The City may undergo an emergency or disaster that may require Contractor to either increase or decrease quantities from normal deliveries, or that may disrupt Contractor’s ability to provide normal performance. Such events may include, but are not limited to, a storm, high wind, earthquake, flood, hazardous material release, and transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above. In such events, the following shall apply:
- A. The City shall notify Contractor that the City is experiencing an emergency or disaster and will request emergency and priority services from Contractor.

- B. The City may request that Contractor provide either increased or decreased quantities from traditional orders or may request Contractor provide additional products or services.
- C. Upon such notice by the City, Contractor shall make reasonable efforts to provide the City the materials in the quantities requested and within the schedule specified by the City, adhering to the conditions in this section.
- D. The City shall be the customer of first priority for Contractor, except where preceded by State or Federal government mandates. Contractor shall provide its best and priority efforts to provide the requested goods and/or services to the City in as complete and timely manner as possible. Such efforts by Contractor are not to be diminished as a result of Contractor providing service to other customers, except as mandated by State or Federal governments.
- E. If Contractor is unable to respond in the time and/or quantities requested by the City, Contractor shall promptly assist the City to the extent practicable, to gain access to alternative materials and/or services. This may include:
- 1) Coordinating with other distributors or subsidiaries beyond those in the local region to fulfill order requests;
 - 2) Offering the City substitutions provided Contractor obtains prior approval from the City for such substitution.

Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). However, in the event that the City’s request results in Contractor incurring unavoidable additional costs and causes Contractor to increase prices in order to obtain a fair rate of return, Contractor shall charge the City a price not to exceed the cost/profit formula found in this Contract.

60. **Reserved**

61. **City Debarment:** In accordance with SMC Ch. 20.70, the Director of Finance and Administrative Services or designee may debar a Contractor from entering into a contract with the City or from acting as a subcontractor on any contract with the City for up to five years after determining that any of the following reasons exist:
- A. Contractor has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts.
- B. Contractor failed to comply with City ordinances or contract terms, including but not limited to, ordinance or contract terms relating to small business utilization, discrimination, prevailing wage requirements, equal benefits, or apprentice utilization.



- C. Contractor abandoned, surrendered, or failed to complete or to perform work on or in connection with a City contract.
- D. Contractor failed to comply with contract provisions, including but not limited to, quality of workmanship, timeliness of performance, and safety standards.
- E. Contractor submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract.
- F. Contractor colluded with another contractor to restrain competition.
- G. Contractor committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract for the City or any other government entity.
- H. Contractor failed to cooperate in a City debarment investigation.
- I. Contractor failed to comply with SMC Ch. 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director of Finance and Administrative Services or designee may issue an Order of Debarment after adhering to the procedures specified in SMC 20.70.050. The rights and remedies of the City under these provisions are in addition to any other rights and remedies provided by law or under the Contract.

62. Reserved

- 63. **Workers Right to Know:** "Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-800-108 requires among other things that all manufacturers/distributors of hazardous substances include with each delivery completed Material Safety Data Sheets ("MSDS") for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with (i) the identity of the hazardous material; (ii) appropriate hazardous warnings; and (iii) the name and address of the chemical manufacturer, importer, or other responsible party. Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.

64. Data and Security

64.1 Definitions

Revised 9/1/2020
STANDARD TERMS & CONDITIONS



- a. "Authorized Persons" means (i) authorized Contractor employees; and (ii) authorized subcontractors who have a legitimate need to know or otherwise access Data to enable Contractor to perform its obligations under this Contract, and who are bound in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Contract.
- b. "Data" means all information provided to Contractor by or at the direction of the City, or to which access was provided to Contractor by or at the direction of the City, or which Contractor creates or collects, in the course of Contractor's performance under this Contract.
- c. "Personal Information" means Data provided to Contractor by or at the direction of the City, or to which access was provided to Contractor by or at the direction of the City, in the course of Contractor's performance under this Contract that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers); or that may be used to track or locate an individual.
- d. "Security Breach" means (i) any act or omission that compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative or organizational safeguards put in place by Contractor, City, or any Authorized Persons that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy practices of Contractor or a breach or alleged breach of this Contract relating to such privacy practices.
- e. "Security Event" means any identified, threatened, attempted or successful breach of Contractor's components, software, or systems that has the potential to adversely impact City, including but not limited to adverse impacts to: any vendor or other third-party products including hardware, software, and services provided to (or leveraged by) the City, City data stored and/or processed by the City, Contractor, other third parties, and/or a third party on behalf of Contractor, Contractor's supply chain, or Contractor's security posture, reliability, or reputation.
- f. "Subcontractor" means any third-party vendor, manufacturer, service provider, or other entity that is not the named Contractor in this Contract that is or may be subject to Contractor's performance of this Contract.

64.2 Data Use

- a. Contractor acknowledges and agrees that, in the course of its engagement by the City, Contractor may receive or have access to Data and Personal Information. Contractor shall comply with the terms and conditions set forth in this Contract in its collection, receipt, transmission, storage, disposal, use and disclosure of such Data and Personal Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Personal Information under its control or in its possession by all Authorized Employees. Contractor shall be responsible for, and remain liable to, City for the actions and omissions of all Authorized Persons, employees, subcontractors, and any other parties under Contractor's control or direction concerning the safeguarding and treatment of Personal Information. Contractor may use the Data strictly as necessary to carry out its obligations under this Contract, and for no other purpose.
- b. City Data and Personal Information is deemed to be confidential information of the City and is not confidential information of Contractor. In the event of a conflict or inconsistency between this section and any other section or exhibit related to confidentiality and compliance with laws, the terms and conditions set forth in this section shall govern and control. All Data will remain the exclusive property of the City, and Contractor will have no rights, by license or otherwise, to use the Data except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this agreement with respect to the Data or any other information.
- c. In recognition of the foregoing, Contractor agrees and covenants that it shall: (i) keep and maintain all Data and Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) use and disclose Data solely and exclusively for the purposes for which the Data, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Data or Personal Information for Contractor's own purposes or for the benefit of anyone other than the City, in each case, without the City's prior written consent; and (iii) not, directly or indirectly, disclose Data or Personal Information to any person other than Authorized Persons, including any, subcontractors, agents, service providers, or consultants (an "Unauthorized Third Party") without express written consent from the City, unless and to the extent required by government authorities, or to the extent expressly required, by applicable law. In which case, Contractor shall (i) notify the City before such disclosure or as soon thereafter as reasonably possible; (ii) be responsible for and remain liable to City for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Personal Information as if they were Contractor's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal Information to execute a written

agreement agreeing to comply with the terms and conditions of this Contract relating to the treatment of City's Data and Personal Information.

- d. Contractor warrants and represents that it shall store and process City data and content only in the continental United States.
- e. Reserved

64.3 Data Security

- a. Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Data and Personal Information does and will comply with all applicable federal, state, and local privacy and data protection laws, as well as any other applicable regulations and directives.
- b. Without limiting Contractor's obligations in this Contract, Contractor shall implement administrative, physical, and technical safeguards to protect Data that are no less rigorous than accepted industry practices, including the International Organization for Standardization's standards: ISO/IEC 27001:2005 - Information Security Management Systems - Requirements and ISO-IEC 27002:2005 - Code of Practice for International Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards, and/or other applicable industry standards for information security. To the extent that encryption is used in the performance of this Contract, expected acceptable encryption standards include National Institute of Standards and Technology's (NIST) Federal Information Processing Standards (FIPS) 140-2 (Security Requirements for Cryptographic Modules) and FIPS-197. Contractor shall ensure that all such safeguards, including the manner in which Data and Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Contract.
- c. At a minimum, Contractor's safeguards for the protection of Data and Personal Information shall include: (i) limiting access of Data and Personal Information to Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security (including vulnerability management); (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Data and Personal Information stored on any mobile media; (vii) encrypting sensitive Data and Personal Information transmitted over public or wireless networks; (viii) strictly segregating the City's Data from information of



Contractor or its other customers so that the City's Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Contractor personnel.

- d. During the term of each Authorized Person's employment or other relationship with Contractor, Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Contract. Contractor further agrees that it maintains a disciplinary process to address any unauthorized access, use, or disclosure of Data by any of Contractor's officers, partners, principals, employees, Agents, or contractors. Upon City's written request, Contractor shall promptly identify and provide in writing all Authorized Persons.
- e. Upon City's written request, Contractor shall provide City with a network diagram that outlines Contractor's information technology network infrastructure and all equipment used in relation to fulfilling of its obligations under this Contract, including, without limitation: (i) connectivity to City and all third parties who may access Contractor's network to the extent the network contains City's Data and Personal Information; (ii) all network connections including remote access services and wireless connectivity; (iii) all access control devices (e.g., firewall, packet filters, intrusion detection systems, and access-list routers); (iv) all back-up or redundant servers; and (v) permitted access through each network connection.

64.4 Security Breach

- a. Contractor shall: (i) provide the City with the name and contact information for an employee of Contractor who shall serve as the City's primary security contact and shall be available to assist, facilitate, and provide resources for the City twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach; (ii) notify the City of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Contractor becomes aware of a suspected or actual Security Breach; and (iii) notify the City of any Security Breaches by telephone at the following number: (206) 684-4357; e-mailing the City with a read receipt at ciso@seattle.gov and with a copy by e-mail to Contractor's primary business contact within the City.
- b. Immediately following Contractor's notification to the City of a suspected or actual Security Breach, the parties shall coordinate with each other to contain, mitigate, investigate, and respond to the Security Breach. Contractor agrees to fully cooperate with the City in the City's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing the City with physical access to the

facilities and operations affected; (iii) providing resources and facilitating interviews with Contractor's personnel and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, hard drives, and other media and materials required to comply with applicable law, regulation, industry standards, or as otherwise required by the City.

- c. Contractor shall take reasonable steps to/use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Contractor's expense in accordance with applicable privacy rights, laws, regulations and standards. Contractor shall reimburse the City for actual costs incurred by the City in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation.
- d. Contractor agrees that it shall not inform any third party of any Security Breach without first obtaining the City's prior written consent, other than to inform a complainant that the matter has been forwarded to the City's legal counsel. Further, Contractor agrees that the City shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in the City's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
- e. Contractor agrees to fully cooperate at its own expense with the City in any litigation or other formal action deemed necessary by the City to protect its rights relating to the use, disclosure, protection and maintenance of the City's Data and Personal Information. Notwithstanding any other provisions in this Contract, Contractor shall be liable for all damages, fines, and/or corrective action arising from such security incidents and/or unauthorized disclosure of Data caused by any failure or breach of Contractor's data security or confidentiality provisions.

64.5 Assurance

- a. Upon the City's written request, to confirm Contractor's compliance with this Contract, as well as any applicable laws, regulations and industry standards, Contractor grants the City or, upon the City's election, a third party on the City's behalf, permission to perform an assessment, audit, examination, or review of Contractor's internal controls and environment in relation to all Data and Personal Information being handled and/or services being provided to the City pursuant to this Contract. Contractor shall fully cooperate with such assurance activities by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that processes, stores, or transports Data for the City pursuant to this Contract.



- b. Upon the City's written request, to confirm compliance with this Contract, as well as any applicable laws and industry standards, Contractor shall promptly and accurately complete a written information security questionnaire provided by the City or a third party on the City's behalf regarding Contractor's business practices and information technology controls and environment in relation to all Data and Personal Information being handled and/or services being provided by Contractor to the City pursuant to this Contract. Contractor shall fully cooperate with such inquiries.
- c. In addition, upon the City's written request, Contractor shall provide the City with the reports and results of any audit by or on behalf of Contractor performed that assesses the effectiveness of Contractor's information security program as relevant to the security and confidentiality of Data shared during the course of this Contract. Examples of acceptable audit reports include: (i) a Service Organization Control (SOC) 2 Type 2 audit performed at least one time each year addressing all applicable security, availability, processing integrity, confidentiality, and privacy controls applicable to Contractor's, and any Subcontractor's, performance of this Contract performed in accordance with American Institute of Certified Public Accountants (AICPA) standards; and, for any third party (subcontractor) data center and hosting arrangements, (ii) a SOC 3 audit performed at least one time each year addressing all applicable security, availability, processing integrity, confidentiality, and privacy controls applicable to the performance of this Contract and performed in accordance with AICPA standards.
- d. At least once per year, Contractor shall conduct site audits and test the security of the information technology and information security controls for all facilities used in complying with its obligations under this Contract, including, but not limited to, a network-level vulnerability assessment and internal and external penetration test performed by a qualified third-party security firm based on the recognized industry best practices. Upon the City's written request, Contractor shall make available to the City for review and inspection.
- e. In the event any issues and/or exceptions being identified through the performance of such assessments, Contractor will provide timely and appropriate corrective action, and will validate the effectiveness of the corrective action(s), and will report progress and results to the City, as requested.
- f. Any third-party assurance provisions intended to assess the security and compliance of Contractor's (and any Subcontractor's) internal controls, such as for SOC 2 Type 2 audits and security vulnerability and penetration testing, shall be at the expense of Contractor. Any corrective actions taken by Contractor as a result of any issues and/or exceptions identified through the performance of assurance activities and assessments shall also be at the sole expense of Contractor.

64.6 Services Provided by a Subcontractor

- a. Prior to the use of any subcontractor under this Contract, Contractor shall notify the City of the subcontractor(s) that are intended to be involved in providing any of the Contract systems and/or services to the City, and Contractor must obtain the City's written consent in advance.
- b. In the event that Contractor terminates its agreement with a City-approved subcontractor, Contractor shall first allow the City the option to assume any applicable rights and obligations of Contractor under the agreement and to transfer the agreement to the City, provided there shall be no changes in the services requirement. Contractor shall provide the City with advance written notice of its intent to terminate the agreement and at least thirty (30) days to respond and indicate whether the City wishes to assume the rights and obligations under the agreement.

64.7 Reserved

65. General Information Technology Terms and Conditions

The requirements set forth in Section 65.1, 65.3, 65.4, 65.5 and 65.6 shall only be applicable during periods when City's Personal Information or Protected Health Information is stored in, or transmitted across, Contractor's information technology network and infrastructure.

65.1 Partner Cyber Security Program

- a. Partner shall establish and maintain a cyber security risk management program that effectively evaluates, mitigates, and monitors cyber security risk of the overall product or service. Partner cyber security risk management program shall, at minimum, include the following components:
- b. Establish and maintain a security controls framework that includes 1) methods to stay abreast of new control capabilities and monitor the effectiveness of current controls; 2) a vulnerability management framework that identifies, prioritizes, documents, tracks, and effectively remediates vulnerabilities in the Partner's secure product or service life cycle; and 3) implementation that complies with a current applicable interoperability and security standard from a recognized standards body, such as ISO, NIST, or IEC.
- c. Establish and maintain appropriate infrastructure security measures to protect the Partner's technology environments, to include hardware and software development.
- d. Establish and maintain appropriate measures to protect processing and storage of City data.
- e. Establish and maintain a capability to detect, report, and



respond to Security Events (defined below) and incidents.

- f. Establish and maintain a third-party risk management program that effectively evaluates, mitigates, and routinely monitors the risk of all third-party engagements across the enterprise, including use and origin of third-party products and services.
- g. Establish and maintain a threat management program that leverages threat analysis and performs threat assessments to proactively identify, prioritize, and respond to current and emerging threats in the environment.
- h. Establish and maintain a program to ensure all end users who have access to company systems and/or information are properly screened, trained in cyber security awareness, periodically reviewed for their eligibility, and continuously monitored to reduce the risk of inadvertent or malicious violations of cyber security policy.
- i. Establish and maintain a physical security program to protect the facility perimeter, interior, and physical property from compromise by using, as appropriate, external and internal access controls, delivery screening areas, video surveillance, perimeter guards, and robust response capabilities.
- j. The Partner shall participate, as requested by City, in questionnaires or audits that assess the capability of the Partner's implemented cyber security program at no additional cost to the City. Partner shall provide documentation of the Partner's implemented cyber security program, including recent assessment results, or conduct periodic on-site security assessments at the Partner's facilities. These on-site security assessments may be conducted by an independent third party, at the discretion of City.

65.2 Notification of Remote Access Termination

- a. Contractor shall, within 24 hours for all relevant personnel changes, provide notification to City when a Contractor employee's remote or onsite access should no longer be granted. Contractor must take immediate steps, as appropriate, to prevent personnel from using remote or onsite access. Circumstances for no longer granting access to Contractor employees include: (i) Contractor determines that any of the persons permitted access is no longer required, (ii) persons permitted access are no longer qualified to maintain access, or (iii) Contractor's employment of any of the persons permitted access is terminated for any reason.
- b. If Contractor utilizes third parties (or subcontractors) to perform services to City, Contractor shall obtain City's prior approval, and require third party's adherence to the same security procedures and access termination requirements as Contractor.

65.3 Disclosure of Known Vulnerabilities

- a. Partner shall provide disclosure and summary documentation of uncorrected security vulnerabilities in the hardware, software, or services provided to City at time of delivery. As appropriate, confidentiality agreements may be established to provide access to summary documentation of uncorrected security vulnerabilities in the procured product that have not been publicly disclosed. The summary documentation of vulnerabilities should include a description of each vulnerability and its potential impact, root cause, and recommended compensating security controls, mitigations, and/or procedural workarounds.
- b. Partner shall communicate security-related technical issues with a single technical point of contact as specified by City.

65.4 Product Security, Authenticity, and Integrity

- a. Partner shall be responsible for ensuring the integrity and authenticity of all products and software patches provided to City.
- b. The Partner shall provide documentation of its patch management program and update process for any hardware, software, or services provided to City (including third-party hardware, software, and firmware). This documentation shall include resources and technical capabilities to sustain this program and process, as well as the Partner's approach and capability to remediate newly reported zero-day vulnerabilities.

Secure Event Notifications

Security Event notifications shall include a detailed description of the event, including the products or services at risk, and appropriate precautions available or recommended mitigations to minimize risks to City. As appropriate to the security event and in a timeframe and manner acceptable to the City, Partner shall promptly (i) perform analysis of information available or obtainable, (ii) provide an action plan for resolution, (iii) provide ongoing detailed status reports, Partner mitigations, and final resolution communications.

- c. For new procurements, the Partner shall verify and provide documentation, prior to delivery to City or within a pre-negotiated period after delivery, that procured products (including third-party hardware, software, firmware, and services) 1) have appropriate updates and patches installed, 2) have removed or disabled all components that are not required or have documented a specific explanation and provided risk mitigating recommendations or technical justification acceptable to City if removal or disable is not technically feasible, 3) have all active accounts (including, but not limited to, generic and/or default) that need to be active for proper operation of the procured product, and 4) have removed or disabled any accounts that are not needed prior



to delivery of the procured product to City.

- d. For the duration of the Contract, the Partner shall provide appropriate software and firmware updates to remediate newly discovered vulnerabilities or weaknesses within 30 days or such shorter time as may be determined in the City's sole discretion. Updates to remediate critical vulnerabilities shall be provided within a shorter period than other updates, not to exceed 7 days. If updates cannot be made available by the Partner within these time periods, the Partner shall provide mitigations and/or workarounds acceptable to the City in its sole discretion.
- e. The Partner shall provide a method or recommendation acceptable to the City for how the integrity of software and patches can be validated by City (such as digital signatures, fingerprints or cipher hashes).
- f. The Partner shall remove all software components that are not required for the operation and/or maintenance of the procured product. If removal is not technically feasible, then the Partner shall disable software not required for the operation and/or maintenance of the procured product. This removal shall not impede the primary function of the procured product. If software that is not required cannot be removed or disabled, the Partner shall document a specific explanation and provide risk mitigating recommendations and/or specific technical justification. The Partner shall provide documentation on what is removed and/or disabled.
- g. The Partner shall disclose the existence of all known methods for bypassing computer authentication in any procured product, often referred to as backdoors, and provide written documentation that all such backdoors created by the Partner have been permanently deleted from the system.

65.5 Coordination of Remote Access Controls

- a. Partner shall coordinate with City to control Partner-initiated interactive remote access and ensure system-to-system remote access is managed in a manner acceptable to the City. This may include specification of specific IP addresses, ports, and minimum privileges required to perform remote access services. Where technically feasible, Partner shall use individual user accounts with multi-factor authentication that can be configured to limit access and permissions based on the principle of Least Privilege.
- b. Where the Partner is provided with remote access to City systems, the Partner shall:
- c. Maintain their IT assets (hardware, software and firmware) connecting to the City's network with current updates to remediate security vulnerabilities or weaknesses.
- d. Document their processes for restricting connections from unauthorized personnel.

- e. Ensure Partner personnel do not disclose or share account credentials, passwords, authentication tokens, establish unauthorized connections.
- f. Not take any actions while remotely connected to the City's network that are not explicitly authorized.
- g. For Partner system-to-system connections that may limit City's capability to authenticate the personnel connecting from the Partner's systems, the Partner will maintain complete and accurate user logs, access credential data, records, and other information applicable to connection access activities for a negotiated time period.

65.6 Assured Product Logistics

- a. Partner represents and warrants that they are able to substantiate product logistics and provenance, ensure authenticity and integrity, and protect against tampering of components during product sourcing, production, and delivery. Upon City's request, Partner shall provide documentation of programs or processes such as:
- b. Procedural methods of monitoring and enforcing shipping, handling, and delivery practices.
- c. An established and verifiable history of component "ownership".
- d. Record of physical or logical modifications that have taken place at each point along the supply chain.
- e. Technical methods in protection of physical hardware, software, and firmware.
- f. Maintenance commitment including 1) documentation of the protection of spare parts and instructions on how to request replacement part; and 2) to ensure that for a specified time into the future, spare parts shall be made available by the Partner.

65.7 Transition of Ownership

City must be notified in advance of any transition of ownership. In such an event, Contractor shall provide a contingency plan to ensure City uninterrupted product service and assured product security and integrity during the ownership transition (e.g., source code, security procedures, and dependent products placed in escrow). Unless and until renegotiated, all contractual obligations persist and apply.

66. Reserved

- 67. **Background Checks and Licensure Verification:** See Statement of Work.



68. **Notification Requirements for Federal Immigration Enforcement Activities:** Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) regarding the Contract, Contractor shall notify the Project Manager immediately.

Such requests include, but are not limited to, the following:

- A. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as "private" or "employee only"); or
- B. requests for data or information (written or oral) about workers engaged in the work of this Contract or City employees.

No access or information shall be provided without prior review and consent of the City. Contractor shall request the ICE authority to wait until the Project Manager is able to verify the credentials and authority of the ICE agent and will direct Contractor on how to proceed.

69. **Paid Sick Time and Safe Time Ordinance:** An ordinance that requires companies to provide employees who work more than 240 hours within a year inside the city of Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or call the Office of Labor Standards at 206.684.4500 with questions.
70. **Other Labor Standards Requirements:** Contractor shall comply to the extent applicable with the City's Minimum Wage labor standards as required by SMC 14.19, setting wage standards for employees working within city limits as well as the Wage Theft labor standards as required by SMC 14.20, setting basic requirements for payment of wages and tips for employees working within city limits and providing various payment documentation to employees.
71. **Campaign Contributions (Initiative Measure No. 122):** Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. Please see Initiative 122 or call 206-684-8500 with questions.

Federal Provisions

72. **Equal Employment Opportunity:** All Contractors must comply with federal Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
73. **Civil Rights Act Title VI:** The Contractor must comply with the provisions of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to, discrimination under any program or activity receiving federal financial assistance.
74. **Audit:** Seattle, the Federal grant agency if any, the Comptroller General of the United States, or any of their duly authorized representatives shall be provided access to any books, documents, papers and records of the subcontractor or any subcontract which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts and transcriptions. FAR clause 52.215-2 incorporated by reference. The complete clause may be viewed at https://www.acquisition.gov/far/html/52_215.html. The OMB A-110 provisions in effect at the time of this order govern. FAR clauses may be viewed at <https://www.acquisition.gov/browsefar>.
75. **Americans with Disabilities Act:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.
76. **OSHA/WISHA:** Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and, if it has a workplace within the state of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from all damages assessed against the City as a result of Contractor's failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.
77. **Contract Work Hours and Safety Standards:** For all contracts that employ mechanics or laborers, the Contractor and all subs shall comply with Sections 102 and 107 of the Contract Work Hours and



Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provide that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

78. **Beck Notice:** Notification of Employee Rights Concerning Payment of Union Dues or Fees (Executive Order 13201) shall apply to all contracts above \$100,000.
79. **Clean Air Act and Federal Water Pollution Control Act:** All Contractors and subcontractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the City immediately and to the Regional Office of the Environmental Protection Agency (EPA).
80. **Energy Efficiency:** All contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
81. **Federal Amendments:** Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy, per OMB Circular A-102 Common Rule, Section 36.
82. **Federal Debarment for Primes and all Subcontractors:** In agreement of this Contract, the Contractor certifies 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. Contractor shall immediately notify the City of any suspension or debarment or other action that excludes the Contractor and any subcontractor level from participation in Federal contracting. Prior to performance of any work by the Contractor or any subcontractor under this Contract, Contractor shall verify all subcontractors that are intended and/or used by the Contractor for performance of City work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Contractor shall include this same provision in any subcontractor or lower contract agreements. Debarment shall be verified at <https://www.sam.gov/portal/public/SAM/#1>. The Contractor shall keep documentation of such verification within the Contractor records.

83. **Copeland Anti-Kickback Act:** All contractors and subcontractors for construction or repair shall comply with the Copeland "Anti-Kickback" Action (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR, part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which s/he is otherwise entitled. The Contractor shall immediately notify the City of any suspected or reported violations.
84. **Byrd Anti-Lobbying Amendment:** Contractors executing contracts with the City shall sign and submit the Lobbying Certification/SF LLL Disclosure Form. (When applicable) the SF LLL Disclosure section of the form evidencing compliance to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) should be completed. 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. 13652. 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 City.
85. **Procurement of Recovered Material:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow.]



IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Contract by having their authorized representatives affix their signatures below.

Swedish Health Services

By:  _____

Printed Name: Kevin Brooks

Title: Chief Operating Officer, Swedish

Date: 3/4/2021

City of Seattle

By:  _____

Printed Name: Calvin W. Goings

Title: Director, Department of Finance and Administrative Services

Date: 3/4/2021



FEMA Terms and Conditions

Part ii

This Agreement is a direct result of the City of Seattle's response to immediate needs related to the COVID-19 Pandemic Outbreak. The following federal provisions are incorporated in the Contract. Should a conflict between these provisions and any existing provisions in the Contract arise, the more restrictive provision shall prevail.

A. Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

1. Contractor 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.
2. Contractor agrees to report each violation to the City and understands and agrees that the City 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.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

C. Suspension and Debarment

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Contractors 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.

E. Procurement of Recovered Materials

1. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. 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/comprehensive-procurement-guideline-cpg-program>.
3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. Access to Records

The following access to records requirements apply to this Contract:

1. Contractor agrees to provide the City, the State of Washington, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Contractor agrees to provide the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
4. In compliance with the Disaster Recovery Act of 2018, the City and Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

G. DHS Seal, Logo, and Flags

Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

H. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

I. No Obligation by Federal Government

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

J. Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.

Byrd Anti-Lobbying Certification

In accordance with APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING:
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his/her/their 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.

Contractor, **SWEDISH HEALTH SERVICES**, 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

Kevin Brooks, COO Swedish

Name and Title of Contractor's Authorized Official

3/4/2021

Date

Statement of Work

Part iii

1. General

This Statement of Work ("SOW") is governed by and subject to the provisions of the General Terms and Conditions, the FEMA Terms and Conditions, and the Pricing Form, the terms of which are incorporated herein, between the City of Seattle ("City") and Swedish Health Services dba Swedish Medical Group ("Contractor").

The following are Exhibits to this SOW attached hereto and incorporated herein by this reference:

- a) Exhibit 1 – Daily Schedule
- b) Exhibit 2 – Rate
- c) Exhibit 3 - Staffing numbers and structure
- d) Exhibit 4 – Concourse
- e) Exhibit 5 – Main Floor
- f) Exhibit 6 – City Volunteer Waiver

2. Overview

Contractor will provide services to the City in support of a high-volume City COVID-19 vaccination clinic ("Clinic") at Lumen Field Event Center. Contractor will provide specified clinical staffing, services and supplies, as more fully described below. City will generally be responsible for all non-clinical services or supplies at the Clinic, directly or through other parties.

3. Contractor Responsibilities

3.1. Event Planning

- Provide and make available certain physicians, mid-level practitioners, nurses, pharmacists, and other health professionals licensed, qualified and authorized in the State of Washington ("Professional Staff") and together with the Administrative Staff, the "Staff") to administer the Vaccine to Qualified Individuals, as well as to observe and monitor any potential reactions Qualified Individuals may have as a result of receiving the Vaccine (together, "Vaccine Services"), all as further detailed in See Exhibits 1, 2 and 3 and the Pricing Form, for each Clinic scheduled shift as agreed by the parties.
- Plan, manage and coordinate all Staff, as those positions are outlined in Exhibits 1, 2 and 3 and the Pricing Form for each Clinic scheduled shift. City is responsible for registering and maintaining staff and volunteer information in City-identified scheduling system, obtaining and maintaining consents, waivers, background checks for nonclinical staff, and licensure verification for clinical staff (as embedded in Spark platform), where needed. Any licensure issues will be raised by City to Contractor for consultation.
- Contractor and City recognize that Staff scheduling may be dependent on the availability of Staff as listed on See Exhibits 1, 2 and 3 and the Pricing Form, and that Swedish will exercise reasonable efforts to schedule positions for each Clinic shift as agreed by the parties.

3.2. Event Supplies

- After City's vaccine supplies are delivered to Swedish for storage (subject to agreement between the parties on location of delivery and any space or storage limitations), provide required transportation of the vaccine provided by the City to the Clinic and provide management, preparation, and distribution of vaccines at the Clinic. City requires storage of City vaccine for throughput of up to 22,000 doses per day, 6 days per week, at Clinic. Contractor agrees to store City's vaccines at Contractor's facilities. City will be responsible for providing appropriate refrigeration for vaccine at Clinic. City acknowledges that there may be circumstances beyond the control of Contractor that impact vaccine and supplies, such as equipment failure, transportation disruption, and that Contractor will exercise reasonable efforts in complying with this provision to transport vaccine and vaccine supplies. Contractor will notify City of any event that may interfere with the distribution of City vaccine under Contractor management as soon as reasonably possible after such event comes to the attention of Contractor.
- Provide PPE (defined to include goggles, face shields, and hospital masks) for Staff at vaccination stations at Clinic, as required by and in accordance with applicable clinical standards and CDC guidance. Contractor shall not be responsible for any PPE beyond this provision. Contractor will provide hand sanitizer at vaccinations stations.

3.3. Vaccination Administration

- For Department of Health purposes, if City is required to have an ordering physician of record, Contractor agrees to provide that staff.
- The parties agree that if a CDC Supplemental COVID-19 Vaccine Redistribution Agreement must be filed by the City and a CDC COVID-19 Vaccination Provider Profile Information Form ("Form") must be provided, Contractor will provide the Form to the City.
- Contractor will track vaccine lot numbers from receipt at Contractor facilities to Clinic. Contractor will provide City with lot numbers of vaccine to be transported by Contractor to Clinic for a Clinic shift. Contractor role will assist in entering lot numbers to the Signetic system in collaboration with City.
- To the extent Contractor has excess vaccine and at the mutual discretion of Contractor and City given Contractor existing commitments to patients and community, contribute to Clinic's vaccine supply (e.g., Pfizer, Moderna, etc.).
- If Contractor contributes to the Clinic's vaccine supply from its own vaccine supply, Contractor shall provide to City a copy of Contractor's Department of Health approval to administer vaccines.
- Provide Staff and management, including Director Clinical Operations, Clinical Practice Supervisor, Vaccine Management Supervisor, Supervisor of Pharmacy, Clinic Supply Manager, Vaccinator staffing, and Observation staffing as detailed in See Exhibits 1, 2 and 3 and the Pricing Form. This includes supervision and management of all clinical volunteers.
- Contractor shall require Staff to complete the City COVID Volunteer Liability Waiver. See Exhibit 6.
- After delivery to Contractor and subject to Contractor storage capability, be responsible for vaccine preparation, management, transport, and storage to Clinic subject to the limitations described above.

- Be responsible or contract for the provision of medical waste receptacles in a nature and amount usual and customary for a vaccination setting. Be responsible or contract for disposal of all medical waste in accordance with applicable local, state, and federal laws, including proper disposal biohazard materials, needles, and syringes. Provide vendor services to safely remove all medical waste from Clinic site on a regular basis in conjunction with Clinic operations.

3.4. Other Clinical Services

- Contractor and City agree that Contractor will be reimbursed for the expense to Contractor of providing Staff and services under this Agreement. Further, where Contractor does not incur a direct or indirect cost for Staff or services provided under this Agreement, Contractor has agreed not to pass such costs on to the City. In the event the parties have any questions about an invoice submitted for Staff or services, the parties will meet to collegially review any such dispute. In support of such efforts the parties hereby each designate a representative of the party authorized to review such disputes.
- Calculate reimbursement rate for Staff and supplies and submit appropriate documentation to the City for reimbursement for costs for supplies used at the Clinic and for work performed by Staff. Exhibit 3 and the Pricing Form represents Swedish's current calculation of expense to Swedish for the provision of Staff and services. Any changes to any Exhibit must be approved by the City before such changes become effective. City shall reimburse Contractor for all such costs; provided, however, that in the event a Clinic shift is cancelled with no less than 24 hours' notice, City shall reimburse Contractor for incurred supply and staffing costs that Contractor cannot reasonably reuse or redeploy.

4. City Responsibilities

City will provide the following either directly or through contracts with other third parties:

4.1. Event Planning

- Staffing, including Director Non-Clinical Operations, Clinic Event Manager, Program Manager, Supply Manager, and Facility Event Manager.
- Joint Operating Committee to develop and manage hours of operation, daily schedules, rates of vaccinations, proposed staffing numbers, and proposed staffing structures. See Exhibit 1, Exhibit 2, and Exhibit 3.
- Floor plan and operations at Lumen Field Event Center that meet ADA accessibility requirements. See Exhibits 4 and 5 for floor plan and layout.
- Radio/Communications base.
- Traffic control and parking (as available at Lumen Field Event Center and in accordance with the City's Agreement with First and Goal, Inc.).
- Security services and equipment, including magnetometers.
- Food and beverage availability.
- Janitorial services and management thereof.
- Management of set up, take down, and clean-up.
- All signage. Contractor shall not post signs or branding without City's express written approval.

- Maintain an accurate list of vaccine lot numbers in the Signetic system.
- Be responsible for janitorial services for the Clinic.

4.2. Event Supplies

- PPE for non-clinical staff and stations.
- Non-clinical supplies, including event production materials (pipe and drape, etc.).
- All furniture fixtures and equipment needed for vaccination station set up and delivery.
- Furniture/supplies needed for observation period after vaccination.

4.3. Vaccine Registration

- Wayfinding personnel to manage the lines, confirm appointments and eligibility of those standing in line, get them to the entrance, answer questions and help them get through the process.
- Patient check-in staffing to provide services that include confirmation of appointments and eligibility, distribution of clipboards and paperwork, clean up and re-distribution of clipboard, data entry, and appointment management.
- Remote, medically certified language interpreters.
- Staff management for non-clinical staff, including background checks
- Technology related to City responsibilities, including computers, tablets, phones, and radios.
- Identifying accessories and/or badging for on-site personnel.

4.4. Vaccination Administration

- Contribution to vaccine supply (e.g., Pfizer, Moderna, etc.).
- Documentation of medical records.
- EMS staffing with aid car (for observation).

4.5. Billing

- City will provide medical billing services through medical billing software. Contractor may access the services and software strictly as necessary to carry out its obligations under this Contract, and for no other purpose.
- Contractor's access to tools, resources, software and equipment shall be for purposes of the Clinic's operations and for no other purpose.

4.6. Outreach and Communications

- Develop communication plan.
- Develop outreach plan for reaching underserved communities to get vaccine and for volunteer/staffing opportunities.
- Set outreach targets in agreement with the Steering Committee and Ethics/Advisory.

5. Mutual Provisions

- Joint Operating Committee. Joint Operating Committee staffed by representatives of the City and Contractor will develop and manage Clinic hours of operation based on the Committee's determination of available appointments on the Signetic system. City is responsible for obtaining and maintaining Signetic product.

Joint Operating Committee will develop and manage daily Clinic schedules, rates of vaccinations, proposed staffing numbers, and proposed staffing structures. See Exhibit 1, Exhibit 2, and Exhibit 3.

- COVID-19 Vaccine Provider Agreement with the CDC. Each party represents to the other that it has entered into and maintains a CDC COVID-19 Vaccination Program Provider Agreement with the Centers for Disease Control and Prevention ("CDC") and is appropriately qualified to accept and administer Vaccine.
- Redistribution of Vaccine. Each party has completed the CDC Supplemental COVID-19 Vaccine Redistribution Agreement and any other CDC documentation necessary to redistribute Vaccine to the high-volume site.
- Medical Emergencies. The parties shall mutually determine an approach and plan for addressing any medical emergencies resulting from adverse vaccine reactions or other side effects and shall arrange for immediate transport of an individual requiring further medical attention (or any other individual on-site at the Clinic) to the closest emergency department for services.
- HIPAA Compliance. The Parties understand and agree that this agreement and certain information exchanged hereunder solely for treatment purposes may be subject to HIPAA. If a Party is a "Covered Entity" as defined by HIPAA, that Party shall comply with all relevant HIPAA requirements and shall be solely responsible for liable for any PHI that it obtains, maintains, uses and/or discloses hereunder. Notwithstanding the foregoing, if the City is notified by regulators or otherwise reasonably determines that a Business Associate Agreement is necessary for this work, parties shall confer in good faith and Contractor shall promptly execute a reasonable HIPAA Business Associate Agreement.
- Public Interest. The Parties acknowledge and agree that the public health emergency declaration issued by Secretary Azar of the Department of Health and Human Services with respect to the COVID-19 pandemic requires healthcare providers and facilities to be flexible and provide health care services promptly and without undue delay. The Parties further acknowledge and agree that the consummation of this agreement is in the best interest of the general public in expediting vaccination.
- Nonexclusivity. This agreement is a non-exclusive agreement and nothing herein shall restrict the ability of any party to contract with other companies, facilities or individuals for the provisions of the same or comparable services to the extent such contracts or other arrangements do not conflict with that party's obligations under this agreement or any other agreement by and between the parties.

Exhibit 1 – Daily Schedule

	Non-Clinical Shift 1	Clinical Shift 1	Non-Clinical Shift 2	Clinical Shift 2	Non-Clinical Shift 3	Clinical Shift 3	Non-Clinical Shift 4	Clinical Shift 4
6:00:00 AM	Vol Mngmt & Leadership Arrival							
6:15:00 AM								
6:30:00 AM		Leadership Arrival						
6:45:00 AM	Check-In & Training	Check-In & Training						
7:00:00 AM								
7:15:00 AM		Check-In & Training						
7:30:00 AM								
7:45:00 AM								
8:00:00 AM	Clinic	Poke						
8:15:00 AM								
8:30:00 AM								
8:45:00 AM								
9:00:00 AM								
9:15:00 AM			Vol Mngmt & Leadership Arrival					
9:30:00 AM			Check-In & Training	Leadership Arrival				
9:45:00 AM				Check-In & Training				
10:00:00 AM	Hand-Off	Poke/Hand-Off	Hand-Off	Poke/Hand-Off				
10:15:00 AM								
10:30:00 AM								
10:45:00 AM								
11:00:00 AM								
11:15:00 AM								
11:30:00 AM			Clinic	Poke				
11:45:00 AM								
12:00:00 PM								
12:15:00 PM								
12:30:00 PM								
12:45:00 PM								
1:00:00 PM					Vol Mngmt & Leadership Arrival			
1:15:00 PM					Check-In & Training	Leadership Arrival		
1:30:00 PM						Check-In & Training		
1:45:00 PM								
2:00:00 PM			Hand-Off	Poke/Hand-Off	Hand-Off	Poke/Hand-Off		
2:15:00 PM								
2:30:00 PM								
2:45:00 PM								
3:00:00 PM					Clinic	Poke		
3:15:00 PM								
3:30:00 PM								
3:45:00 PM								
4:00:00 PM								
4:15:00 PM								
4:30:00 PM							Vol Mngmt & Leadership Arrival	Leadership Arrival
4:45:00 PM							Check-In & Training	Check-In & Training
5:00:00 PM								
5:15:00 PM								
5:30:00 PM								
5:45:00 PM								
6:00:00 PM					Hand-Off	Poke/Hand-Off	Hand-Off	Poke/Hand-Off
6:15:00 PM								
6:30:00 PM								
6:45:00 PM								
7:00:00 PM							Clinic	Poke
7:15:00 PM								
7:30:00 PM								
7:45:00 PM								
8:00:00 PM								
8:15:00 PM								
8:30:00 PM								
8:45:00 PM								
9:00:00 PM							Stragglers / Closing / Next-Day Readiness	Stragglers / Closing / Next-Day Readiness
9:15:00 PM								
9:30:00 PM								
9:45:00 PM								
10:00:00 PM								
10:15:00 PM								
10:30:00 PM								
10:45:00 PM								
11:00:00 PM								

LUMEN FIELD PROPOSED SCHEDULE & EXPANSION

Shift Times

	Shift 1	Shift 2	Shift 3	Shift 3 as Last Shift	Shift 4
Clinical Staff Start	7:00am	10:30am	2:00pm	2:00pm	5:30pm
First Appt.	7:45am	11:15am	2:45pm	2:45pm	6:15pm
First Poke	8:00am	11:30am	3:00pm	3:00pm	6:30pm
Last Appt.	11:15am	2:45pm	6:15pm	5:45pm	8:45pm
Last Poke	11:25am	2:55pm	6:25pm	6:00pm	8:55pm
Total Poke Time	3hr 25min	3hr 25min	3hr 25min	3hr	2hr 25min
Patients Gone	11:45am *overlap to next shift	3:15pm *overlap to next shift	6:45pm *overlap to next shift		
Clinical Staff Leave	11:30am	3:00pm	6:30pm	6:30pm	10:00pm
Clinical Shift Length	4hr 30min	4hr 30min	4hr 30min	4hr 30min	4hr 30min

Allocation

5,000/week (4,060 w/Schedule)

- Wednesday – Pod A & B (50%), Shift 2 & 3
- Saturday – Pod A & B (50%), Shift 2 & 3

7,500/week (6,860 w/Schedule)

- Wednesday – Pod A & B (100%), Shift 2 & 3
- Saturday – Pod A & B (100%), Shift 2 & 3

10,000/week (9,660 w/Schedule)

- Wednesday – Pod A, B & C (50%), Shift 2 & 3
- Saturday – Pod A, B & C (50%), Shift 2 & 3

15,000/week (14,875 w/Schedule)

- Tuesday – Pod A, B & C (50%), Shift 3
- Wednesday – Pod A, B & C, Shift 2 & 3
- Saturday – Pod A, B & C, Shift 2 & 3

Exhibit 2 – Rate of Vaccination

	Mobility Assistance	Pod B	Pod C	Pod D	Pod E	Totals
Pod A	15	30	30	30	30	
Stations	15	30	30	30	30	
Time per vaccine	10	4.5 min	4.5 min	4.5 min	4.5 min	All Pods, All Times: 21,965
Vaccines/hour/station	6	13.33	13.33	13.33	13.33	Pods A, B, C, All times: 11,567
Total Vaccines/Hour	90	400	400	400	400	1689.6
Total Vaccines 8:00-11:30	315	1400	1400	1400	1400	5913.6
Total Vaccines 11:30-15:00	315	1400	1400	1400	1400	5913.6
Total Vaccines 15:00-18:30	315	1400	1400	1400	1400	5913.6
Total Vaccines 18:30-20:00	225	1000	1000	1000	1000	4224
						21964.8
Total Vaccines 12 Hours	1170	5199	5199	5199	5199	21964.8

Per Shift	Pod A	Pod A+B	Pod A+B+C	Pod A+B+C+D	Pod A+B+C+D+E	
Clinic Ops Director	1	1	1	1	1	
Event Operations Leadership	6	6	6	7	7	
Clinical Leadership	8	10	12	19	21	
Clinical Roles	34	87	140	195	248	
Data Leadership	5	7	9	12	14	
Data Roles	21	53	86	119	152	
Patient Support Leadership	5	5	5	8	8	
Patient Support Roles	30	30	40	48	56	
Volunteer Management Leadership	4	4	4	6	6	
Volunteer Management Roles	24	24	24	31	31	
	138	227	327	446	544	Not include Lumen staff
Clinical roles (Swedish volunteers)	43	98	153	215	270	
Nonclinical roles (City folks)	95	129	174	231	274	

Exhibit 3 – Staffing Numbers and Structure

FAS COVID-19 Response and Recovery Summary • 241

Staffing Responsibility	Staff Type	Roles	Sum of Pod A (15)	Sum of Pod B (30)	Sum of Pod C (30)	Sum of Pod D (30)	Sum of Pod E (30)
City	Contracted	Observation EMS Crew w/Aid Car	2	0	0	2	0
	Contracted Total		2	0	0	2	0
	Referred Vol / Paid?	Lead: Patient Check-In	1	0	0	0	0
		Lead: Vaccination Data Entry	2	2	2	2	2
		Patient Check-In	5	0	1	1	1
		Vaccination Data Entry	16	32	32	32	32
	Referred Vol / Paid? Total		24	34	35	35	35
	Referred Volunteer	Lead: Volunteer/Staff Check-In & Support	3	0	0	1	0
		Lead: Wayfinding & Info	3	0	0	2	0
		Set-Up & Support	4	0	0	2	0
		Volunteer/Staff Check-In	20	0	0	5	0
		Wayfinding & Info	30	0	10	8	8
	Referred Volunteer Total		60	0	10	18	8
	SC -> Contracted?	Clinic Event Manager					
	SC -> Contracted? Total						
	SealIT	IT/IS Troubleshooting/Support (on-site)					
	SealIT Total						
City Total			86	34	45	55	43
City	(blank)	Operations Section Chief					
	(blank) Total						
City Total							
City/AMN	Video/audio remote	Medical Interpretation (VRI)	2	0	0	0	0
	Video/audio remote Total		2	0	0	0	0
City/AMN Total			2	0	0	0	0
City/SCF	Contracted	Radio/Communications Base					
		Supervisor: Patient Check-In & Vaccination Data	2	0	0	1	0
		Supervisor: Volunteer/Staff Management	1	0	0	1	0
		Supervisor: Wayfinding & Info	2	0	0	1	0
		Supply / Inventory Manager - Non Clinical					
		Volunteer System (SPARK) Manager					
	Contracted Total		5	0	0	3	0
City/SCF Total			5	0	0	3	0
Lumen Field	Facility staff	Electrical Support					
		Entry & Line Control					
		Facility Event Manager					
		Food & Beverage Service					
		IT Network Support					
		Janitorial					
		Parking & Traffic Control					
		Security					
	Facility staff Total						
Lumen Field Total							
Swedish	Contracted	Clinic Director					
		Supply / Inventory Manager - Clinical					
	Contracted Total						
	Contracted?	Lead: Pharmacy Support	1	0	0	0	0
		Supervisor: Clinical Practice	1	0	0	1	0
		Supervisor: Pharmacist	1	0	0	1	0
		Supervisor: Vaccine Management	1	0	0	1	0
	Contracted? Total		4	0	0	3	0
	Recurring Volunteer	Lead: Observation	1	0	0	1	0
		Lead: Social Work	1	0	0	0	0
		Lead: Vaccinator	1	1	1	1	1
		Lead: Vaccine Preparation	1	0	0	1	0
	Recurring Volunteer Total		4	1	1	3	1
	Volunteer	Observation RN/EMS/LIP with ACLS	3	4	4	4	4
		Pharmacy Support	2	2	2	2	2
		Provider	1	1	1	1	1
		Social Work	2	2	2	2	2
		Vaccinator	16	32	32	32	32
		Vaccine Management/Distribution	2	4	4	4	4
		Vaccine Preparation	4	6	6	6	6
		Vaccinator Support	3	3	3	3	3
	Volunteer Total		33	54	54	54	54
Swedish Total			41	55	55	60	55
(blank)	(blank)	Clinical Roles					
		Data Roles					
		Event Operation Roles					
		Patient Support Roles					
		Program Roles					
		Total	134	223	323	441	539
		Volunteer/Staff Management Roles					
		(blank)					
	(blank) Total		134	223	323	441	539
(blank) Total			134	223	323	441	539
Virtual?	(blank)	Patient System (Signetic) Capacity Manager					
	(blank) Total						
Virtual? Total							
Grand Total			268	312	423	559	637

Exhibit 4 – Concourse Layout

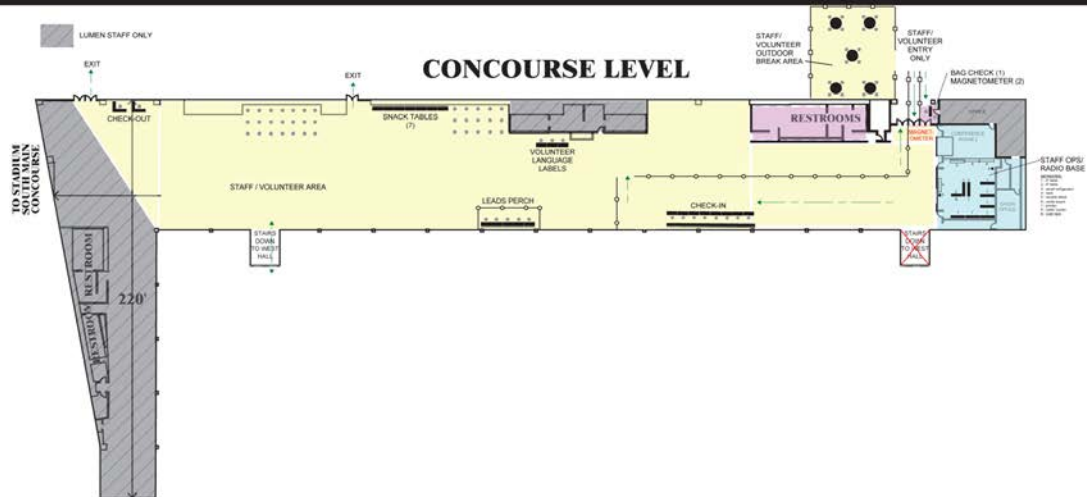


Exhibit 5 – Main Floor Layout

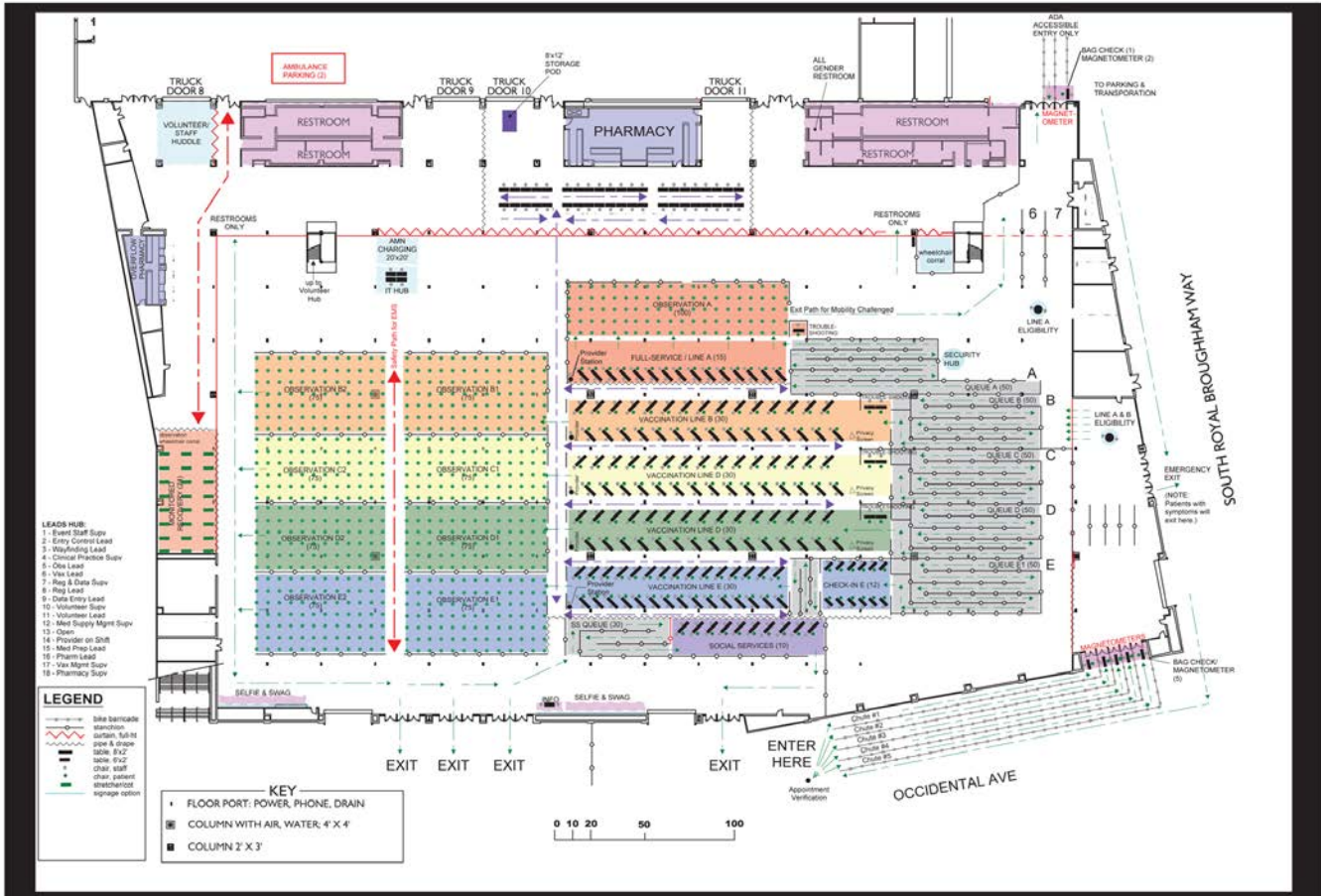


Exhibit 6 – Volunteer Liability Waiver

Volunteer Agreement and Liability Waiver

The COVID-19 Community Vaccination Site is an event of the City of Seattle in coordination with Swedish Health Services dba Swedish Medical Group (Swedish), and Seattle Center Foundation. Thank you for participating. Each volunteer is required to read and sign this Volunteer Agreement and Liability Waiver as a condition of participating in the event.

By signing below, I, the undersigned volunteer, agree to provide services to the Vaccination Site as a volunteer. As a condition of volunteering, I agree as follows:

For All Volunteers

1. I am donating my services ("Vaccination Site Services"). I acknowledge that I am not entitled to any present or future salary or wages for providing Vaccination Site Services, and no one has made any promises to me regarding future employment or any other payments.
2. I am eighteen years of age or older.
3. I understand I may be exposed to blood, bodily fluids and other potentially infectious materials that may contribute to the risk of acquiring HIV, Hepatitis B, COVID-19 or other diseases. If I am exposed, or if there is a circumstance where I am the source of an exposure, I will immediately report the incident to Vaccination Site officials. I understand if I am exposed, that I may be responsible for the cost of all subsequent tests, treatments and medical care.
4. I knowingly assume the risk of participating as a volunteer for the Vaccination Site. In consideration of participating as a volunteer for the Vaccination Site, I, for myself, my spouse, my legal representatives, heirs, and assigns, hereby forever unconditionally waive all claims (in law, equity, or otherwise) against the City of Seattle, Swedish, Seattle Center Foundation, Lumen Field (First and Goal Inc. and Public Stadium Authority), and their respective subsidiaries, affiliates, officers, trustees, officials, employees, and agents, and volunteers, (collectively, "Vaccination Site Parties"), arising out of my participation in the Vaccination Site and my provision of Vaccination Site Services. This Agreement does not constitute a waiver of benefits or burdens that may be applicable under the Washington Industrial Insurance Act (RCW Title 51).
5. I agree that I will not take any action, or omit taking any action, the result of which act or omission could be to waive the City's immunity from liability under the PREP Act.
6. I also grant the City of Seattle and their respective agents the right to use, without payment or consideration of any kind, my picture, voice, and other reproductions of my physical likeness in connection with advertising or publicizing Vaccination Site services and activities in all forms of media in perpetuity.
7. I agree to notify Vaccination Site officials immediately if I am injured or if I become aware of any accident or injury to another volunteer or clinic participant.
8. I understand that Vaccination Site officials maintain the right to revoke my participation at any time with or without cause.
9. Volunteer positions require a Washington State Patrol background check to volunteer for Vaccination Site Services. I will either agree to the background check or I may decline to participate.

For All Volunteers Accessing Confidential Information

In compliance with the federal and state privacy laws, I agree to hold in confidence all personal and protected health information I may overhear or come in contact with during and following the performance of Vaccination Site Services. I further agree not to access, or remove from the premises, personal and protected health information or records unless relating to my performance of Vaccination

Site Services. It is understood that I shall be responsible for any direct or consequential damages resulting from my violation of this requirement.

As a condition of and in consideration of my use, access, and/or disclosure of confidential information, I understand and agree to the confidentiality requirements outlined in this Agreement. I understand that these requirements and my responsibility to protect the confidentiality and security of information apply when I am working off-site as well as at any owned and/or operated sites.

Confidential information may include, but is not limited to:

- Patient information (medical records, conversations, demographic information, financial information).
- Employee information (salaries, employment & payroll records, unlisted phone numbers, health records).
- Proprietary information (financial reports, production reports, report cards, reimbursement tables and contracted rates, strategic plans, internal reports, memos, contracts, peer review information, credit information, communications, computer programs, technology).
- Third party information (computer programs, vendor information, technology).

I will access, use and disclose minimum confidential information only as necessary to perform my role.

This means, among other things, that:

- A. I will only access, use, and disclose the minimum confidential information as authorized to do this role;
- B. I will not in any way access, use, divulge, copy, release, sell, loan, review, alter, or destroy any confidential information except as properly and clearly authorized within the scope of my role and in accordance with all applicable laws;
- C. I will report to my shift supervisor or lead any individual's or entity's activities that I suspect may compromise confidential information.

Because all of my passwords (and/or other authentication devices such as tokens or cards) are the equivalent of my signature and because I am the only person authorized to use them, I agree to the following:

- A. I will safeguard and not disclose my passwords or allow the use of my authentication devices by anyone including my manager or supervisor or another volunteer or staff member.
- B. I will not request access to or use any other person's passwords or authentication devices.
- C. I accept responsibility to log out of the system to which I'm logged on. I will not under any circumstances leave unattended a computer to which I have logged on without first either locking it or logging off the workstation.
- D. If I have reason to believe that the confidentiality of my password has been compromised, I will immediately change my password.
- E. I understand that my password/or access will be deactivated in the event my role no longer requires use of the computerized system.

- F. I understand that the Vaccination Site has the right to conduct and maintain an audit trail of all access to patient information and other system activity such as internet access and the Vaccination Site may conduct a review to monitor appropriate use of my system activity at any time and without notice.
- G. I understand and accept that I have no individual rights to or ownership interests in any confidential information referred to in this agreement and that therefore the Vaccination Site may at any time revoke my passwords or access codes.

I understand that it is my responsibility to be aware of these policies specifically addressing the handling of confidential information and that misconduct may result in loss of volunteer privileges.

I understand my obligations under this Agreement will continue indefinitely after leaving my role with the Vaccination Site.

Special Provisions Applicable to Clinical Providers

If I am a clinical provider, I also agree as follows:

- A. I represent that I have all necessary active licenses issued by the appropriate licensing authority which are required in order to provide treatment to patients and that I am not currently subject to any disciplinary action or investigation for criminal or professional misconduct in any jurisdiction.
- B. I shall inform Vaccination Site officials if my license or disciplinary status changes.
- C. I am responsible for performing the Vaccination Site Services in a professional manner and in accordance with the standard of care and all applicable laws, rules, and regulations, including, without limitation, receiving a Hepatitis B vaccine.
- D. If I am licensed in a United States jurisdiction other than Washington State, I agree to submit an attestation to the Washington State Department of Health at least ten (10) working days in advance of volunteering in Washington State.
- E. I am responsible for the standard of care and quality of treatment I provide patients, and I am not subject to the supervision or control of the City of Seattle or the other Vaccination Site Parties (as defined in 5 above). As a result, I agree that while I am donating my services to the Vaccination Site, I will not be considered a volunteer under the direction of the City of Seattle or the Vaccination Site Parties, and I agree that the provisions of Seattle Municipal Code 4.64.100 and .110 do not and shall not apply. I agree to defend, indemnify and hold the Vaccination Site Parties (as defined in 5 above) harmless from all liability, claims, demands, losses, damages, action or judgments of every kind (including reasonable attorney's fees) which may occur arising out of my treatment of patients and participation in the Vaccination Site.
- F. Reserved.
- G. Any follow up treatment provided by me to a patient at a different location or after the Vaccination Site dates is outside the scope of Vaccination Site Services.
- H. My acceptance of this agreement signifies that I give permission to the Vaccination Site to verify the status of my license, my insurance, and my background.

Provision Applicable to All Volunteers

By signing below, I represent that I am eighteen years of age or older, that I have read this agreement, including the release and waiver of liability, and fully understand its terms, understand that I will give up rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me, and intend my signature to be a complete and unconditional release of all liability.

Signature

Name (Please Print)

Date

Part IV - Pricing Form

ANTICIPATED COSTS (LUMEN)						
<p>Reimbursement will be based on fixed prices listed under Assumptions. Fixed prices are multiplied by number of vaccine doses, scheduled clinic days, and number of pods, as detailed below. With respect to vaccine doses and clinic days, anticipated doses and clinic days have been tentatively determined for March and April. Anticipated vaccine doses and clinic days for May, June, and July will be determined by the Joint Operating Committee (as described in the Statement of Work) at a later date. With respect to the number of pods, the number of pods activated per clinic day will be determined by the Joint Operating Committee. With respect to the positions indicated under "Volunteer Spark", the fixed prices indicated will only apply if such positions are not able to be filled with volunteers and Contractor must utilize paid staffing positions.</p>						
SUPPLIES						
	MARCH	APRIL	MAY	JUNE	JULY	
Vaccines	26810	43610	0	0	0	
TOTAL	\$ 10,455.90	\$ 17,007.90	\$ -	\$ -	\$ -	
SUPPLY MANAGEMENT						
	MARCH	APRIL	MAY	JUNE	JULY	
CLINIC DAYS	7	7	0	0	0	
Inventory	\$ 485.10	\$ 485.10	\$ -	\$ -	\$ -	
Ordering	\$ 485.10	\$ 485.10	\$ -	\$ -	\$ -	
Delivery	\$ 970.20	\$ 970.20	\$ -	\$ -	\$ -	
TOTAL	\$ 1,940.40	\$ 1,940.40	\$ -	\$ -	\$ -	
SWEDISH SHARPS/STERICYCLE MANAGEMENT						
	MARCH	APRIL	MAY	JUNE	JULY	
CLINIC DAYS	7	7	0	0	0	
Stericycle	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	
EVS Management	\$504.00	\$504.00	\$0.00	\$0.00	\$0.00	
TOTAL	\$4,504.00	\$4,504.00	\$4,000.00	\$4,000.00	\$4,000.00	
SWEDISH LABOR MANAGEMENT						
	MARCH	APRIL	MAY	JUNE	JULY	
CLINIC DAYS	7	7	0	0	0	
Signetic Scheduling/LOT# Entry	\$882.00	\$882.00	\$0.00	\$0.00	\$0.00	
Daily Check In/Staff Meeting	\$573.30	\$573.30	\$0.00	\$0.00	\$0.00	
Logistics/Ops Steering	\$4,586.40	\$4,586.40	\$0.00	\$0.00	\$0.00	
TOTAL	\$6,041.70	\$6,041.70	\$0.00	\$0.00	\$0.00	
SWEDISH CORE LABOR (LESS THAN 50%) POD A, B, C						
	MARCH	APRIL	MAY	JUNE	JULY	
TOTAL SHIFTS	14	14	0	0	0	
Director: Clinic Operations	\$8,820.00	\$8,820.00	\$0.00	\$0.00	\$0.00	
Supervisor: Clinical Practice	\$5,733.00	\$5,733.00	\$0.00	\$0.00	\$0.00	
Supervisor: Vaccine Management	\$5,733.00	\$5,733.00	\$0.00	\$0.00	\$0.00	
Supervisor: Pharmacist	\$6,615.00	\$6,615.00	\$0.00	\$0.00	\$0.00	
Supervisor: Clinical/Supply Management	\$4,410.00	\$4,410.00	\$0.00	\$0.00	\$0.00	
Lead: Vaccinator	\$17,199.00	\$17,199.00	\$0.00	\$0.00	\$0.00	
Lead: Vaccine Management	\$5,733.00	\$5,733.00	\$0.00	\$0.00	\$0.00	
Lead: Observer	\$5,733.00	\$5,733.00	\$0.00	\$0.00	\$0.00	
Lead: Social Worker	\$3,528.00	\$3,528.00	\$0.00	\$0.00	\$0.00	
Lead: Pharmacy Support	\$5,733.00	\$5,733.00	\$0.00	\$0.00	\$0.00	
TOTAL	\$69,237.00	\$69,237.00	\$0.00	\$0.00	\$0.00	
SWEDISH CORE LABOR (GREATER THAN 50%) POD A, B, C, D, E						
	MARCH	APRIL	MAY	JUNE	JULY	
TOTAL SHIFTS	14	14	0	0	0	
Director: Clinic Operations	\$5,733.00	\$5,733.00	\$0.00	\$0.00	\$0.00	
Supervisor: Clinical Practice	\$11,466.00	\$11,466.00	\$0.00	\$0.00	\$0.00	
Supervisor: Vaccine Management	\$11,466.00	\$11,466.00	\$0.00	\$0.00	\$0.00	
Supervisor: Pharmacist	\$13,230.00	\$13,230.00	\$0.00	\$0.00	\$0.00	
Supervisor: Clinical/Supply Management	\$4,410.00	\$4,410.00	\$0.00	\$0.00	\$0.00	
Lead: Vaccinator	\$22,750.00	\$22,750.00	\$0.00	\$0.00	\$0.00	
Lead: Vaccine Management	\$11,466.00	\$11,466.00	\$0.00	\$0.00	\$0.00	
Lead: Observer	\$11,466.00	\$11,466.00	\$0.00	\$0.00	\$0.00	
Lead: Social Worker	\$3,528.00	\$3,528.00	\$0.00	\$0.00	\$0.00	
Lead: Pharmacy Support	\$11,466.00	\$11,466.00	\$0.00	\$0.00	\$0.00	
TOTAL	\$106,981.00	\$106,981.00	\$0.00	\$0.00	\$0.00	
VOLUNTEER SPARK-If Swedish had to Charge for Paid Roles						
SHIFT SIZE	POD A	POD B	POD C	POD D	POD E	
Vaccinator	16	32	32	32	32	
Vaccinator Support	3	3	3	3	3	
Observation	3	4	4	4	4	
Vaccine Prep	4	6	6	6	6	
Vaccine Distribution	2	4	4	4	4	
Pharmacy Support	2	2	2	2	2	
Provider of the Day	1	1	1	1	1	
ASSUMPTIONS						
Cost per vaccine	\$ 0.39					
ASSUMPTIONS						
Hours Per Clinic Day	\$ Per Hour					
1	\$ 69.30					
1	\$ 69.30					
2	\$ 69.30					
ASSUMPTIONS						
Hours Per Clinic Day	\$ Per Hour	# of People				
\$4000/month	2	\$36.00	1			
ASSUMPTIONS						
Hours Per Clinic Day	\$ Per Hour	# of People				
2	\$63.00	1				
1	\$81.90	1				
1	\$81.90	8				
ASSUMPTIONS						
# Per Shift	\$ Per Hour	Hours Per Shift				
0.5	\$126.00	10				
1	\$81.90	5				
1	\$81.90	5				
1	\$94.50	5				
0.5	\$63.00	10				
3	\$81.90	5				
1	\$81.90	5				
1	\$81.90	5				
1	\$50.40	5				
1	\$81.90	5				
ASSUMPTIONS						
# Per Shift	\$ Per Hour	Hours Per Shift				
0.5	\$81.90	10				
2	\$81.90	5				
2	\$81.90	5				
2	\$94.50	5				
0.5	\$63.00	10				
5	\$65.00	5				
2	\$81.90	5				
2	\$81.90	5				
1	\$50.40	5				
2	\$81.90	5				
ASSUMPTIONS						
\$ Per Hour	Hours Per Shift					
\$63.30	5					
\$63.30	5					
\$63.30	5					
\$63.30	5					
\$63.30	5					
\$63.30	5					
\$126.00	5					
SHIFT SIZE						
SHIFT SIZE	Clinical Costs	MD Costs	Total Costs			
POD A + B	\$25,637.47	\$1,260.00	\$26,897.47			
POD A + B + C	\$41,779.58	\$1,890.00	\$43,669.58			
POD A + B + C + D	\$57,921.70	\$2,520.00	\$60,441.70			
POD A + B + C + D + E	\$74,063.81	\$3,150.00	\$77,213.81			

Public Health Seattle & King County 		FEDERAL COMMUNITY SERVICES CONTRACT		PHSKC Contract #7169 ODIR	
This Contract is between King County and the Contractor identified below. The County department overseeing the work to be performed in this Contract is the Department of Public Health (PHSKC).					
CONTRACTOR NAME City of Seattle			CONTRACTOR FEDERAL TAX ID # 91-6001275		
CONTRACTOR ADDRESS City of Seattle, Office of Emergency Management 105 5 th Ave South, Suite #300 Seattle, WA 98104			CONTRACTOR CONTACT & EMAIL ADDRESS Erika Lund, Recovery and Mitigation Coordinator Erika.Lund@seattle.gov		
PHSKC DIVISION ODIR			PROJECT TITLE Mass Vaccination Sites		
CONTRACT START DATE January 21, 2021		CONTRACT END DATE October 19, 2021		CONTRACT MAXIMUM AMOUNT \$31,380,000.00	
FUNDING DETAILS					
<u>Funding Source</u> Washington State Consolidated Contract		<u>PHSKC Contract #</u> 2746 ODIR		<u>Not to Exceed Amount</u> \$31,380,000.00	
				<u>Funding Period</u> Jan 21, 2021 TO July 20, 2021	
FUNDING SUMMARY FEDERAL: \$31,380,000.00		COUNTY:		STATE:	
				OTHER:	
The Contractor is NOT considered a subrecipient for purposes of this Contract.					
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: Exhibit A – DOH Contract, Task Order 5, Exhibit B – Scope of Work, Exhibit C – Budget Exhibit, and Exhibit D – Invoice Exhibit.					
In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Contractor shall provide services and comply with the requirements set forth in this Contract, which consists of Part A-King County Terms and Conditions, Part B-Federal Terms and Conditions, Part C Cost Certification and attached exhibits, each of which are made a part hereof by reference above.					
CONTRACTOR SIGNATURE DocuSigned by:  4F88557M3E4406		PRINTED NAME AND TITLE Curry Mayer Director, OEM		DATE SIGNED 8/8/2021	
PHSKC SIGNATURE DocuSigned by:  4768D724CFC24A3...		PRINTED NAME AND TITLE Michael Gedeon Chief Admin Officer		DATE SIGNED 8/8/2021	

Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY
 (This form is available in alternate formats for people with disabilities upon request.)

PART A. KING COUNTY TERMS AND CONDITIONS

1. Contract Term and Termination

- A. This Contract shall commence on the Contract Start Date and shall terminate on the Contract End Date as specified on page 1 of this Contract, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.
- B. This Contract may be terminated by the County or the Contractor without cause, in whole or in part, prior to the Contract End Date, by providing the other party thirty (30) days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, prior to the Contract End Date specified in Subsection 1.A. above, by providing the Contractor thirty (30) days advance written notice of the suspension.
- C. The County may terminate or suspend this Contract, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection 1.C., the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.
- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon written notification to the Contractor, terminate or suspend this Contract in whole or in part. If the Contract is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Contractor shall be released from any obligation to provide such further services pursuant to the Contract; and (3) in the case of suspension the Contractor shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services, in which case, the County will resume its obligations for payment in accordance with this Contract. Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract will terminate at the close of the current appropriation year.
- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

2. Compensation and Method of Payment

- A. Contractor acknowledges that its work performed under this contract is done as the County's subcontractor under the County's contract with the Washington State Department of Health (DOH). Task number 5 of the County's contract with DOH (DOH Contract) is attached as Exhibit A and incorporated herein. Contractor also acknowledges that funds provided under this Contract may come from a federal source. Contractor agrees to provide services consistent with this Contract, including the Scope of Work, task number 5 of the contract between PHSKC and DOH, and in accordance with any applicable federal requirements as described at [Part B]. To confirm compliance prior to payment, Contractor shall provide the County with a lobbying certification as detailed in Part B and a cost certification as detailed in Part C that such funds were used for eligible expenditures.
- B. The County shall compensate the Contractor for eligible and authorized costs supported by adequate documentation, as determined by the County, for satisfactory performance of the

services and requirements specified in this Contract during the Funding Period. Such compensation is payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit. The County's determination of eligible and authorized costs as supported by adequate documentation is final, subject to the provisions of section 10(b). The term "Funding Period" as used in this Contract is January 21, 2021 through July 20, 2021. The Not to Exceed Amount for the Funding Period is \$31,380,000.00.

- C. The Contractor shall use reasonable efforts to submit an invoice and all accompanying documentation as specified in the attached exhibits within 20 business days, and not to exceed 30 business days, after the close of each indicated reporting period. The County shall make payment to the Contractor not more than 30 days after a complete and accurate invoice is received.
- D. The Contractor will make reasonable efforts to submit its final invoice and all outstanding reports within 90 days of the date this Contract terminates. If the Contractor's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.
- E. The date of the last party's signature shall be the effective date of this Contract, however, the Contractor may seek compensation for activities performed during the Funding Period, provided that such activities and expenses are identified in the Contract and that such compensation is compliant with all other terms of this Contract.
- F. The Contractor shall perform the services under this Contract in accordance with the Contract. The Contract may contain separate budgets for separate program components. The Contractor shall request prior approval from the County for an amendment to this Contract when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Contract amount in any Contract budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- G. Reserved.
- H. If travel costs are contained in the attached budget, reimbursement of Contractor travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
 - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Contractor does not request government rates, the Contractor shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App. A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
 - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Contractor shall always request government rates.
 - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per

trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

The Contractor shall establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles promulgated by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of incorporation.

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a contractor that is debarred, suspended, or proposed for debarment. The Contractor agrees to notify King County in the event it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

- A. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract. These records shall be maintained for a period of six (6) years to ensure proper accounting for all funds and compliance with the Contract. Contractor acknowledges that records may be subject to disclosure under the Public Records Act, Chapter 42.56 RCW.
- B. The records listed in A above shall be maintained for a period of six (6) years after termination of this Contract. The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six (6) years after termination hereof, unless a longer retention period is required by law.
- C. Medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.
- D. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- E. The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions.

7. Audits

If the Contractor is a municipal entity or other government institution or jurisdiction, it shall notify the County in writing within 30 days of when its annual report of examination/audit, conducted by the Washington State Auditor, has been completed.

Additional audit or review requirements which may be imposed on the County will be passed on to the Contractor and the Contractor will be required to comply with any such requirements.

8. Corrective Action

If the County determines that a breach of Contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Contractor in writing of the nature of the breach;
The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Contract in whole or in part pursuant to Section 1.C.;
- D. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

9. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

- B. If the County compensates the Contractor for services performed during the Funding Period of this Contract and the County or the State later determines that such compensation was paid for ineligible or unauthorized costs, or paid for eligible or authorized costs not supported by adequate documentation, Contractor shall return or repay such funds to the County in an amount determined by the County or the State. The County and the State's determination of the amount of ineligible and unauthorized costs is final. This duty to repay the County shall not be diminished or extinguished by termination or expiration of this Contract. The County agrees to work with the City in good-faith if the State determines a cost to be unauthorized or ineligible.
- C. Reserved.
- D. The Contractor shall, at its cost and expense protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all demands, liabilities, causes of action, costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, relating in any way to its performance and/or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend 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 Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

11. Insurance Requirements

By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractor, providers, and/or provider subcontractor to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverages and requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Contractors shall read and provide required insurance documentation prior to the signing of this Contract. In lieu of the policies, coverage types and limits required in this section 11, Contractor may maintain a program of self-insurance with adequate limits customary to Contractors business operations/industry and the performance of its respective obligations under the contract.

12. Assignment/Subcontract

- A. The Contractor shall not assign any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must

be sought in writing by the Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

- B. "Subcontract" shall mean any contract between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.
- C. The Contractor shall include any applicable FEMA Terms and Conditions contained herein, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.
- D. Reserved.
- E. Publicity, Naming Rights Agreement; Exclusive Rights Sponsor, and Signage within Facility: The City has agreed in its contract with First and Goal Inc. ("FGI") to the following requirements, and to require other City contractors to comply with the same requirements. The City requires County to comply with the same. For purposes of this section "Licensee" means the City.

Publicity: News release, advertisement, promotional material, tour, or demonstration related to the operation of Lumen Field shall not be produced, distributed, or take place without the prior, specific approval of both the City's Project Manager or his/her designee and an authorized representative of FGI.

Naming Rights Agreement; Exclusive Sponsors: Licensee agrees to use the name "Lumen Field," "Lumen Field Event Center," "Formerly CenturyLink Field," "Formerly CenturyLink Field Event Center," and/or "WaMu Theater," as applicable, when referencing the Licensed Facility in any print, radio, television, media, and other messages. Licensee acknowledges that certain FGI sponsors (and the sponsors of FGI's affiliates) have exclusive rights with regard to the Stadium Complex and agrees that no promotional and public-facing communications shall conflict with such exclusive rights, it being understood that FGI shall communicate such exclusive rights to Licensee from time to time when requested by Licensee.

13. Reserved

14. Reserved

15. Equipment Purchase, Maintenance, and Ownership

- A. The Contractor agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of \$5,000 per item or more (hereinafter referred to as "Equipment"), when the purchase of Equipment is reimbursable as an Contract budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Contractor shall be responsible for all such property, including the proper care and maintenance of the Equipment.
- B. The Contractor shall ensure that all Equipment will be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.
- C. As of the effective date of this Contract, all Equipment purchased under this Contract requires prior written approval from the County.
- D. All Equipment purchased under this Contract shall be recorded and tagged as an asset in inventory and reported to the County.

16. Reserved

17. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

18. Reserved

19. Future Support

The County makes no commitment to support the services awarded for herein and assumes no obligation for future support of the activity awarded herein except as expressly set forth in this Contract.

20. Entire Contract/Waiver of Default

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

21. Amendments

As further detailed in the Contract, the County, retains the right to unilaterally limit the capacity of an authorized activity in the Contract upon 14 days notice to the Contractor. The County also retains the right to unilaterally remove an authorized activity from the Contract upon 30 days notice to the Contractor. This paragraph shall only apply to future work as of the date of notification.

For all other amendments, either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract. Changes to the County's agreement numbering system may be made unilaterally by the County and without the need for amendment of this Contract. The Contractor shall be notified in writing of any changes in the agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Contract does not change.

22. Notices

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Contractor and the project representative of the County department specified on page one of this Contract. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

23. Services Provided in Accordance with Law and Rule and Regulation

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

24. Applicable Law

- A. This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.
- B. Contractor shall comply with local laws of Contractor applicable to fair employment practices, minimum wages and minimum compensation, ethical standards of conduct, campaign

contributions, and recycled content, including, but not limited to, Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.19 (Minimum Wage and Minimum Compensation Rates for Employees Performing Work in Seattle), Chapter 4.16 (Code of Ethics), Chapter 2.04 (Election Campaign Contributions), and Chapter 20.60 (Recycled Content Product Procurement Program).

25. Electronic Processing and Signatures

The parties agree that this Contract may be processed and signed electronically.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Contract. Therefore, the parties expressly agree that this Contract shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

The parties executing this Contract electronically have authority to sign and bind its represented party to this Contract.

26. Counterparts and Signatures by Fax or Email

This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract. Further, upon executing this Contract, either party may deliver the signature page to the other by fax or email and that signature shall have the same force and effect as if the Contract bearing the original signature was received in person.

27. No Third-Party Beneficiaries

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

END OF COUNTY TERMS AND CONDITIONS

PART B. FEDERAL TERMS AND CONDITIONS

Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive

Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

(J) 2 CFR 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

(L) 2 CFR 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

FEMA PUBLIC ASSISTANCE (PA) CONTRACTS TO USE FEDERAL FUNDS – ADDITIONAL CLAUSES

2 C.F.R. § 200.326; 2 C.F.R. Part 200, Appendix II

**1. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT –
2 C.F.R. Part 200, Appendix II(G); 42 U.S.C. §§ 7401-7671q.; 33 U.S.C.
§§ 1251-1387**

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to King County and

understands and agrees that King County 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.

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

Federal Water Pollution Control Act

- (1) The contractor 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.
- (2) The contractor agrees to report each violation to King County and understands and agrees that King County 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.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2. BYRD ANTI-LOBBYING AMENDMENT – 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352 (AS AMENDED)

Contractors 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.

Required Certification. If applicable, contractors must sign and submit the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

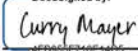
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 Contract, 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 contract documents at all tiers and that all subcontractors 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, City of Seattle, 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.

DocuSigned by:

 Signature of Contractor's Authorized Official
 Curry Mayer

Director, OEM
 Name and Title of Contractor's Authorized Official

8/8/2021
 Date

3. PROCUREMENT OF RECOVERED MATERIALS – 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- (2) 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/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

6. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS – 31 U.S.C. §§ 3729-3733; 31 U.S.C. Chap. 38

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PART C COST CERTIFICATION

I, [NAME OF AUTHORIZED REPRESENTATIVE], certify that I am the duly appointed and acting [NAME OF POSITION] for [NAME OF ENTITY] authorized to execute and delivery this certificate and further certify on behalf of the [NAME OF ENTITY] as follows:

1. This cost certification is based on my knowledge and belief, after due inquiry including without limitation review of all costs requested for payment under [invoice number] under this Contract.
2. Based on that knowledge, I hereby certify that all work and costs claimed are eligible in accordance with task order 5 of the DOH Contract and the Contract and all costs claimed have been paid in full.
3. I also certify that all work performed under the Contract by our own employees, consultants or by other contracting procedures, complies with all applicable state and federal laws and regulations, including but not limited to the provisions of 44 CFR Emergency Management and Assistance and Public Law 93-288, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended.
4. Further, I certify that for all costs claimed for payment, the [NAME OF ENTITY] (i) has not billed a 3rd party for any individual; (ii) or requested or received reimbursement from any other source.

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 to payment for any amounts under this Contract.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure. 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
<i>Single Incident Management Team (IMT) Mass Vaccine Clinics – Task 5</i>					
	<p>*NOTE: Task 5 activities for Mass Vaccination Clinics in this statement of work are NOT CONSIDERED SUBRECIPIENT but are as a CONTRACTOR of DOH.</p> <p>DOH reimbursement provided for local mass vaccination clinic (see definition below) planning, implementation and operations in coordination between Unified Command and the Incident Management Team/Organization (IMT) to administer the vaccine as efficiently, quickly, equitably, and safely in all regions of Washington State. State Supported, Locally Implemented.</p> <p>Definition: Mass vaccination clinics defined as those outside of the usual healthcare delivery. method such as pop-up clinics, mobile clinics, non- clinical facility (fairgrounds, arenas, etc.).</p> <p>Leaders Intent about this work from DOH is included as an attachment.</p> <p>Guidance on vaccination protocols must be followed as provided by DOH and CDC.</p>				<p>*Reimbursement of eligible costs.</p> <p>MASS VACCINATION FEMA 100% Funding (MI 934V0200)</p> <p>(See Program Specific Requirements for Mass Vaccination Task 5 below)</p>
5.A	<p>Local health jurisdiction (LHJ) will coordinate planning and implementation of mass vaccination clinics/sites provided within the county with an IMT as approved by DOH.</p> <p>Request for an IMT should be submitted through the normal process through WebEOC if directed by DOH.</p> <p>Local health jurisdiction is the coordinating agency for the mass vaccination plan within the county.</p> <p>The IMT will be under the delegation authority of DOH and they are to provide support and coordination for all efforts around vaccine planning, resource support and general guidance and information sharing in an order to regionally coordinate efforts. Local jurisdictions will maintain all</p>		<p>Submit to DOH a mass vaccination plan including:</p> <ul style="list-style-type: none"> • type of site, • site locations, • throughput, • considerations made to ensure equity to historically marginalized populations, • and to the extent possible a regional map of sites/locations. 	Within 30 days of contract amendment execution.	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>decisional authority around vaccination planning and execution within their jurisdiction/district.</p> <p>Provide any information as requested by the IMT.</p>				
5.B	<p>Funding for eligible Mass Vaccination activities are reimbursed on actual costs as outlined in the DOH guidance to provide the services and to carry out the mission. Funding will be dependent on full participation in DOH processes and all documentation will be required to be provided to fully close out funding requests by the end of the mission period of performance.</p> <p>Allowable costs include expenses such as facility rentals, staff to conduct planning, management, support and operation of the site, medical personnel for vaccinations, site security personnel, wrap around services for staff (meals, travel, lodging), equipment (which must be pre-approved by DOH if it exceeds \$5,000 each), supplies for vaccinations and site operation. LHJs should provide narratives to help assist DOH finance to know what expenditures were necessary to carry out the mission.</p>		<p>Submit estimated budget for the mass vaccination plan.</p> <p>Monthly Cost Summary Spreadsheet to the IMT/IMO by the fifth of the following month.</p>	<p>Within 30 days of contract amendment execution.</p> <p>Monthly</p>	
5.C	<p>Vaccination data – will be maintained according to current state and federal requirements.</p> <p>Vaccine Registration Systems – If a local jurisdiction or region does not have a registration system(s) the include internet based, phone option and other methods to ensure equitable registration, the state PrepMod system and tools will be available for use.</p>		<p>Submission of vaccine use into WA IIS database within 24hrs of use.</p> <p>Jurisdiction/Regions will ensure a fair and equitable process for registration of eligible Washingtonians across all available modalities.</p>	Daily	
5.D	<p>Regularly report on vaccinations sites and operational activities (number of vaccinations, personnel to operate the site, challenges, successes to share for learning across the public health system).</p>		<p>Provide monthly situation report to IMT/IMO on status of implementation of mass vaccination plan, or more frequently if that is the LHJ procedure.</p> <p>Sites operating for what time period, vaccines administered by site for the timeframe, estimated</p>	Monthly	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
			costs for that timeframe, any challenges/successes of note, including assistance requested.		

***Mass Vaccines (Task 5)**

Program Manual, Handbook, Policy References:

Emergency Response Plan (or equivalent)

Medical Countermeasure/Mass Vaccination Plan

Restrictions on Funds (what funds can be used for which activities, not direct payments, etc.):

Non-mass vaccination efforts are not allowable through this funding stream.

Duplication of billing (sending request for reimbursement) to entities outside of this agreement is prohibited.

Indirect rates are not applicable to these funds.

Special References (RCWs, WACs, etc.):

County Health Emergency Documentation if applicable

Monitoring Visits (frequency, type)

Definitions:

Mass vaccination clinic are those outside of the usual healthcare delivery methods such as pop-up clinics, mobile clinics, non-clinical facility clinics (i.e., fairgrounds, arenas, etc.).

Special Billing Requirements:

Monthly invoices must be submitted timely to the regional IMT/Organization for review/approval prior to submission to DOH for reimbursement.

Contract (MI) Code: 934V0200 General Mass Vaccination

BARS Revenue Code: 333.97.03 Mass Vaccination Reimbursement

Special Instructions:

The LHH is considered a CONTRACTOR of DOH **not** a Subrecipient for this portion of the statement of work. An allocation of funds is not provided as these FEMA funds are only available as reimbursement of costs associated with implementation of the mass vaccination plan.

Detailed documentation must be maintained as directed by the IMT/Organization and DOH to substantiate costs associated with these activities for submission to FEMA upon request by DOH.

Eligible costs from the timeframe of January 21, 2021 through April 20, 2021 include facility rentals, medical and support staff for planning, management, support, and operations; as well as wrap-around services for staff (i.e., meals, travel, lodging). Regular and overtime pay associated with this project is allowable for all staff working under this project and must be billed as a direct charge; timesheets are required documentation and must be available upon request by DOH. Indirect rates are not applicable to these funds. Eligible equipment includes facility infection control measures, personal protective equipment (PPE), storage equipment, coolers, freezers, temperature monitoring devices, portable vaccine units for transportation, supplies such as emergency medical supplies (for emergency medical care needs that may arise in the administration of the vaccine), containers for medical waste, as well as proper storage as needed for canisters of liquid nitrogen or dry ice. Eligible equipment purchase costs should not exceed \$5,000 per piece. Equipment over \$5,000 a piece must be preapproved by the IMT and should be leased rather than purchased. Any diversion from the list of pre-approved expenses will require a narrative on the purchase rationale and will be subject to IMT approval prior to reimbursement. Timesheets are required documentation for all activities related to this project. Staff time-in / time-out must be recorded, as well as a brief description of their activities. A general description of activities is acceptable for those working at the vaccine site; more detailed/specific description is required for those not working at the vaccine site.



Background

Public Health – Seattle & King County’s (PHSKC) goal is to equitably, efficiently, and quickly vaccinate as many residents as possible in order to decrease serious health effects of COVID-19. The focus on equity is guided by PHSKC’s Principles for Equitable Vaccine Delivery in Attachment 1 to this Exhibit. PHSKC is developing contracts with partners to meet this goal and operationalize the focus on equity for communities who have been hit the hardest by COVID-19. These contracts are intended to authorize specific mass vaccination activities operated by partners and provide reimbursement of allowable costs consistent with terms of this Contract and PHSKC’s contract with the Washington State Department of Health (DOH) as reflected in Task 5 Exhibit A.

Mass vaccination clinics are defined by DOH as those outside of the usual healthcare delivery method such as pop-up clinics, mobile clinics, non-clinical facility (fairgrounds, arenas, etc.).

Funding for eligible mass vaccination activities is reimbursed on actual costs as outlined in the PHSKC guidance for providing the mass vaccination services provided in its SharePoint site.

Scope

City of Seattle (Seattle) will operate the mass vaccination sites listed in Attachment 2 Authorized Mass Vaccination Clinics for City of Seattle consistent with the direction of PHSKC, its Principles for Equitable Vaccine Delivery, and the terms of this Contract.

This list may include providing COVID-19 vaccinations for high-risk populations who cannot otherwise travel to or access vaccinations or for whom clinics are essential to ensure equitable access and uptake of COVID-19 vaccination. Priority examples include:

- Vaccination at congregate living facilities such as homeless shelters or encampments, behavioral health facilities, or supportive housing for individuals with disabilities;
- Vaccination for older adults and their families at affordable senior housing or family housing;
- Vaccine clinics for high risk critical worker groups or other underserved employees and their families in partnership with employers or labor organization;
- In home vaccination for homebound individuals, those who reside at adult family homes or senior living facilities, and the caregivers or staff at these sites;
- Community vaccination events or pop-up clinics in partnership with community-based organizations, faith-based organizations, and other trusted partners; and,
- Other specific populations directed by PHSKC.

What each partner will deliver:

PHSKC will:

- Provide guidance on communities and/or geographies needing vaccination and may help promote awareness for sites as part of the “King County Vaccination Partnership Network”.
- Provide notice in writing at least 14 days in advance when limiting the capacity of an authorized activity and at least 30 days in advance when removing an activity, and provide Seattle an amended Attachment 2 Authorized Mass Vaccination for City of Seattle

- Authorize in writing if Seattle and PHSKC mutually agree that Seattle will operate an additional mass vaccination clinic and provide Seattle an amended Attachment 2 Authorized Mass Vaccination Clinics for City of Seattle
- Reimburse eligible and allowable costs as provided for in this contract

Seattle will:

- Ensure mass vaccination clinic(s) listed in Attachment 2 Authorized Mass Vaccination Clinics for City of Seattle as amended are open to the public, align with PHSKC's Principles for Equitable Vaccination Delivery, and are not seeking reimbursement from insurance or other payors for a vaccination administration fee
- Provide notice in writing at least 14 days in advance of its intent to close an authorized mass vaccination clinic listed in Attachment 2.
- Planning, Management and Staffing
 - Provide overall planning, management and oversight of service design, clinical protocols, inventory management, vaccine administration, and quality and safety programs in accordance with DOH and PHSKC guidance
 - Recruit, hire, onboard, oversee, and train qualified staff to manage and operate the mass vaccination clinic
 - Make reasonable efforts to scale staffing and operations up or down to meet the trend for vaccination demand
 - Schedule personnel for all functions needed to operate the site
 - Ensure access to the sites for PHSKC personnel conducting contract monitoring
 - Make best efforts to ensure a positive patient experience
- Vaccine Procurement, Storage, and Handling
 - Enroll in and receive necessary Washington State Department of Health (DOH) approval for vaccine procurement, storage, handling, and administration for COVID-19 vaccination
 - Procure an adequate quantity of doses to meet the anticipated need for vaccination events as determined by available vaccine supply
 - Transport vaccines to designated vaccination sites using a qualified container. Seattle will monitor storage unit's temperature and maintain the cold chain per the Centers for Disease Control and Prevention's (CDC's) vaccine storage and handling requirements.
- Vaccine Scheduling and Administration
 - Provide all necessary vaccine, non-vaccine, hygiene, PPE, and set up supplies required for a successful vaccine event
 - Provide fair and equitable process for registration, if registration is applicable, and access to the site, including walk-up appointments
 - Administer vaccination to individuals in the designated location
 - Ensure appropriate observation post-vaccination for patient safety
 - Have the appropriate training for identification and first line treatment for vaccine adverse events including allergic reactions and anaphylaxis as outlined by CDC ([Management of Anaphylaxis at COVID-19 Vaccination Sites | CDC](#))
 - Qualified trained provider to administer epinephrine
 - Procedures in place to call 911 or arrange transport to higher level of care if needed
 - Have an established procedure to disseminate adverse event reporting materials (e.g., from the Vaccine Adverse Event Reporting System (VAERS)) to each site
 - A Quality Assurance/Improvement program to ensure internal review and improvement of operations including but not limited to adverse events

- For authorized Mobile and Pop-up Clinics only
 - Locate Mobile and Pop-up Clinics consistent with PHSKC's Principles for Equitable Vaccine Delivery in Attachment 1 to this Exhibit or in coordination with PHSKC
 - Conduct outreach to individuals identified by PHSKC for vaccination events for first or if necessary second doses of COVID-19 vaccine either directly or in partnership with a residential or congregate facility, community-based organization, labor organization, employer, or other partners
 - As appropriate, coordinate date and time of vaccination event with PHSKC, partner, and/or said individuals
 - Review and agree upon the site set up, workflow, hygiene and safety plans, and staffing needed for the planned vaccinations with the household or site representative
 - Provide vaccine education information to vaccine recipients either in advance or upon registration at time of vaccination
 - Collect needed patient health information and review patient immunization histories as needed to ensure eligibility for vaccination
 - If the vaccination treatment course started by Seattle requires a second dose, provide the second dose vaccinations in the setting in which the vaccine was first administered. If this setting is not available for a second dose, provide appropriate referral to another location, ensuring that vaccine from the same manufacturer as the first dose will be available and, if necessary, actively helping the patient register for a second-dose appointment. PHSKC and Seattle agree that this is considered a new vaccination.
 - Contact PHSKC staff immediately if unforeseen circumstances impact a scheduled vaccination event such that an alternative arrangement, agreeable to all parties, can be devised, if possible
- Staff and operate Call Center, via Seattle's Customer Service Bureau, to address registration questions, scheduling, and translation, as necessary, to help ensure Seattle is responding appropriately and timely to the public's vaccine questions and needs. Seattle is operating this call center in partnership with PHSKC's COVID-19 Public Information Call Center (PICC). Seattle will expand its capacity to answer non-medical COVID-19 vaccine calls in Seattle and countywide.
- Reporting, Financial Administration, and Documentation
 - Report vaccine administration errors and immediate vaccination reactions (which occur while the Contractor is on-site).
 - Comply with privacy and security regulations that include, but are not limited to, HIPAA and state law (e.g., Revised Code of Washington (RCW) 40.14.010, 40.14.070, and 70.02)
 - Submit vaccine use into WA IIS database within 24 hours of use
 - Track vaccination data according to current state and federal requirements and provide data reports as requested by PHSKC
 - Provide information for each authorized mass vaccination clinic including:
 - Weekly: the number of vaccines administered by race, ethnicity, disability status, primary language, and gender
 - Monthly: Sites operating and for what time period, vaccines administered by site for the timeframe, estimated costs for that timeframe, and any challenges/successes of note

- Provide a monthly Mass Vaccination Cost Summary for each month of reimbursement claims for eligible expenses, including staffing expenses, detailed listing of supplies, detailed listing of equipment, any contracts entered for mass vaccination, all invoices and documents/receipts. Maintain additional financial backup documentation to be made available upon request by PHSKC such as payroll, general ledger, proof of receipt for goods and services, and narratives to clarify what expenditures were necessary to carry out mass vaccination clinics authorized in this contract.

Exhibit B, Attachment 1 - Principles for Equitable Vaccine Delivery

King County's regional goal is to equitably, efficiently and quickly vaccinate a minimum of 70 percent of all eligible adults across all racial and ethnic groups and regions of the County by June 30th, 2021 in order to get the pandemic under control.ⁱ This is essential so that we can save lives and reopen our schools and businesses.ⁱⁱ We stand ready to collaborate with partner organizations that share our commitment to ethicalⁱⁱⁱ and equitable delivery of COVID vaccine.

Across the nation and in our region, COVID-19 has had disproportionate impacts on specific populations based on race and ethnicity, age and geography. For example:

- In King County, communities of color have higher rates of COVID-19 compared to White residents; 4-5 times higher among Hispanics/Latinx residents and Native Hawaiian/Pacific Islanders, 2 times higher among Black and American Indian/Alaskan Native residents, and 15% higher among Asian American residents.^{iv}
- Case rates vary widely by geography, with wide swaths of South King County and pockets in the far north and east of our county experiencing positivity rates that are five times higher than in other areas.^v
- The risk for severe illness with COVID-19 increases with age, with older adults at highest risk. Eight out of 10 COVID-19 deaths reported in the U.S. have been in adults age 65 and older.^{vi}
- To date, COVID vaccine uptake is higher among White residents in King County compared to Black/African American and Latinx residents.^{vii}

To address these inequities, Public Health – Seattle & King County (PHSKC) requests all partners and providers join us in adopting an intentional strategy to ensure equitable access to vaccine.

Grounding Principles

King County's pledge to equitable vaccine delivery is rooted in a deep commitment to equity and social justice^{viii} and aligned with PHSKC and the King County Executive's declaration that racism is a public health crisis.^{ix} Together with our partners we will strive to:

Remove barriers that deter access: For specific population groups disproportionately impacted by COVID-19, partner with communities to identify barriers (such as distrust based on past practices, language access, transportation) and assets to tailor vaccination outreach and services to community accordingly.^x

Create an inclusive process: Include people disproportionately impacted by COVID-19 early, continuously, and meaningfully. Incorporate these individuals and representatives of the trusted community-based organizations that serve these communities in COVID vaccine planning, implementation, and after-action review processes.

Be intentionally anti-racist and accountable to Black, Brown, and Indigenous People of Color (BIPOC) communities: This means promoting a respectful and culturally responsive approach to vaccine delivery where we respond to community needs and preferences, continuously learn and adjust based on what we hear from impacted communities, and publicly share data on race and ethnicity of people served in order to measure our progress toward providing meaningful access for communities hardest hit by COVID-19.



Multi-Modal Vaccine Delivery

Principles for ethical and equitable vaccine delivery apply across all modes of vaccine delivery. King County is embracing a multi-modal COVID-19 vaccine delivery strategy that seeks to move as equitably, efficiently and quickly as possible to meet people where they are, builds trust and allow for the highest level of convenience, comfort and access.

The major delivery mechanisms include:

- Hospitals, clinics, and health care providers
- Community health centers
- Pharmacies
- Employer-based vaccination clinics
- High-volume community vaccination sites
- Mobile vaccination teams
- Community-based pop-up vaccination clinics
- Semi-permanent neighborhood vaccination hubs

Principles in Action

Across all vaccine delivery modes, PHSKC requests that partners align with the following practices:

1. **Focus on Highest Risk and Most Impacted:** When vaccine supply is limited and the population of individuals eligible for vaccine^{xi} exceeds available doses, prioritize appointment availability and access for eligible individuals who are at highest risk of serious illness and death, and who live in King County geographies with the highest incidence of disease. For example, PHSKC recommends prioritizing the siting of high-volume sites, neighborhood vaccination hubs, and community vaccination events in areas with highest incidence of disease and working closely with safety net providers who specialize in serving high risk and vulnerable populations, such as BIPOC and LGBTQ communities.
2. **Work with Community:** With guidance from PHSKC, coordinate with community-based leaders and organizations with connection to highest risk communities and with particular focus on BIPOC communities. Our communities should shape planning efforts for vaccination delivery from the outset. These will include PHSKC's Community Navigators, partners in the Pandemic and Racism Community Advisory Group and others. Provide all necessary information to enable these trusted messengers to provide early notification of registration opportunities and other necessary support for people to successfully complete their vaccination.
3. **Make Registration Easy:** With guidance from PHSKC, ensure that appointment finding, and registration systems are simple to use and easy to understand, available in multiple languages (especially for those languages spoken by populations most impacted) and accessible for people with disabilities. Recognizing that any technology dependent system will create a digital barrier to access for many, where possible, guarantee personal assistance by phone. Registration systems should allow for purposeful early or special access for highest risk and disadvantaged groups to ensure appointment slots are not all filled via online registration methods.

4. **Make Vaccine Available When and Where People are Available:** Ensure appointment availability outside of regular business hours, including weekends and evenings. Work closely with community organizations to inform siting of high-volume sites and pop-up clinics and to identify other points of delivery and providers that are known and trusted by community.
5. **Address Transportation and Mobility:** Locate vaccination sites near public transportation and work with partners to secure ride service for older adults, people with disabilities or others for whom transportation to the site is a barrier. Ensure that high volume vaccination sites are fully ADA compliant, have plain language and accessible signage, and are easy to navigate and comfortable for people of all abilities, with access to restrooms and drinking water. Deploy mobile vaccine teams for individuals who are homebound or otherwise unable to easily travel to a health clinic, pharmacy or site.
6. **Ensure Language Access:** From early planning, language access should be prioritized, including the availability of in-person and phone interpreters. Consider the languages most spoken in the target geography and prioritize translation and interpretation for those languages, and when possible, offer materials in the 20 most commonly spoken languages in King County.^{xii}
7. **Provide Vaccination Regardless of Immigration Status:** Ensure that immigration status is not a barrier to receiving a vaccine.

Data Driven and Community Informed

Equitable vaccine delivery will be data driven and informed by continuous engagement to understand and respond to community preferences and needs.

King County is committed to transparency and open access to data through public-facing data dashboards, including the [COVID Vaccination Among King County Residents Dashboard](#),^{xiii} updated every week day and posted on the PHSKC web site. These data illustrate the disproportionate impact of COVID-19 based on race and ethnicity, age and geography. Monitoring these trends informs our actions.

Maximizing equitable vaccine delivery and improving the indicators will require strong adherence to the principles outlined in this document, and ongoing active engagement with community. This engagement is critical to continuous learning to unearth and address barriers, to informing prioritization for early outreach and appointing, and to designing effective outreach and support.

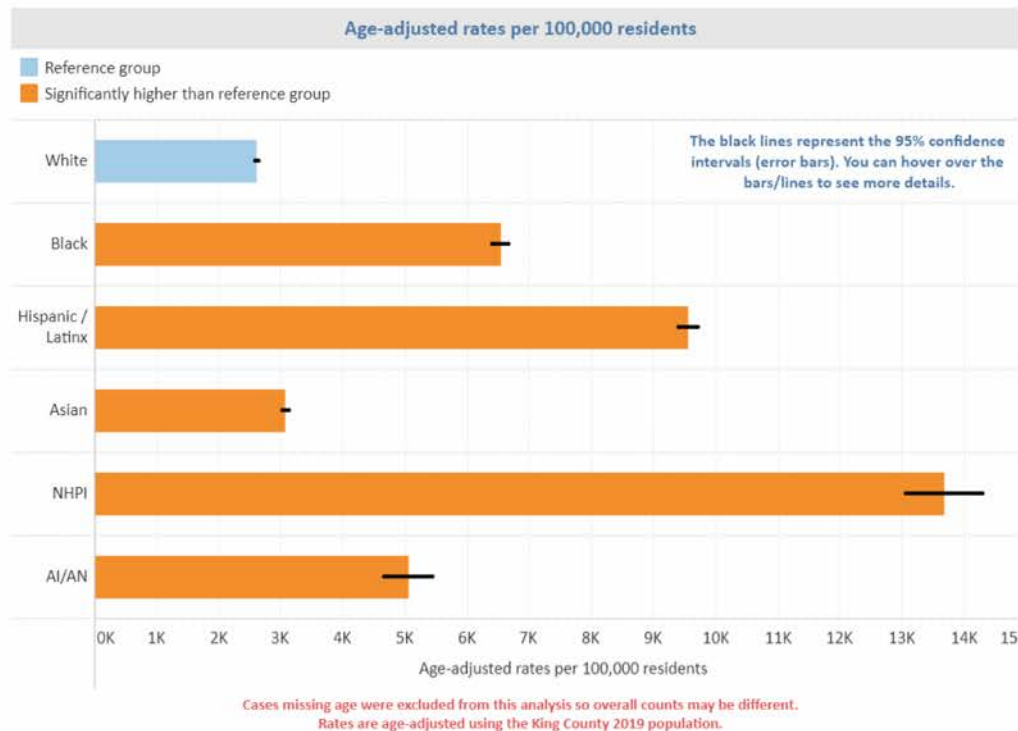
Listening to community and monitoring the data will enable partners across county to effectively calibrate among the modes of delivery to support maximum uptake among highest risk population groups and in geographies that have been hardest hit with COVID-19 cases, hospitalizations and deaths.

Guided by these principles, King County and our partners stand ready to move briskly to vaccinate as many people as possible as soon as possible in order to save lives, reopen our schools and businesses, and enable our region to recover and revitalize so that all may thrive.

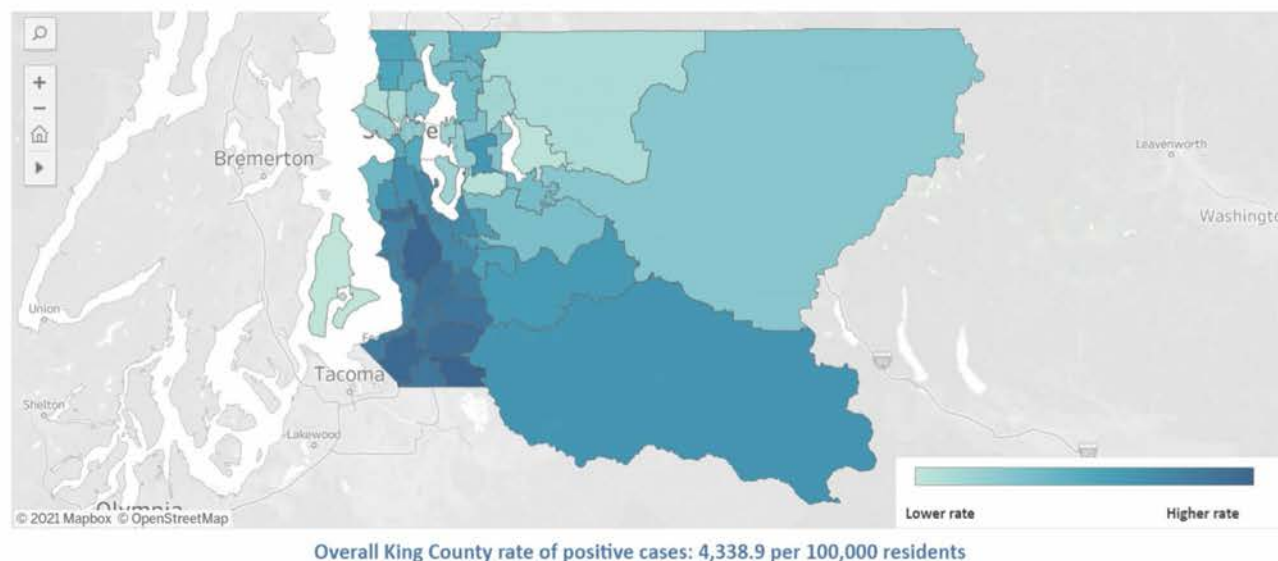
Appendix

Equitable vaccine delivery is guided and informed by data, which indicates that older adults, people of color, and people living in South King County are at greater risk of illness and death from COVID-19. The following charts and map reflecting data analysis as of April 26, 2021 illustrate the disproportionate impact of COVID-19 on communities of color and those living in South King County.^{xiv}

Age-adjusted rates of COVID-19 by race



Positive cases by health reporting area, King County



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- ⁱ King County Unified Regional Strategy COVID Vaccine Delivery : <https://www.kingcounty.gov/depts/health/covid-19/~media/depts/health/communicable-diseases/documents/C19/king-county-strategy-vaccine-delivery.ashx>
- ⁱⁱ King County Unified Regional Strategy COVID Vaccine Delivery : <https://www.kingcounty.gov/depts/health/covid-19/~media/depts/health/communicable-diseases/documents/C19/king-county-strategy-vaccine-delivery.ashx>
- ⁱⁱⁱ Informed by ethical principles as described by the CDC's Advisory Committee on Immunization Practices (ref: <https://www.cdc.gov/mmwr/volumes/69/wr/pdfs/mm6947e3-H.pdf>).
- ^{iv} Public Health – Seattle and King County COVID outbreak data dashboard as of 4/26/21: <https://www.kingcounty.gov/depts/health/covid-19/data.aspx>
- ^v Public Health – Seattle and King County COVID outbreak data dashboard as of 4/26/21: <https://www.kingcounty.gov/depts/health/covid-19/data.aspx>
- ^{vi} <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/older-adults.html>
- ^{vii} Public Health – Seattle and King County COVID vaccine data dashboard as of 4/26/21: <https://kingcounty.gov/depts/health/covid-19/data/vaccination.aspx>
- ^{viii} KC Equity and Social Justice Strategic Plan: <https://www.kingcounty.gov/elected/executive/equity-social-justice/strategic-plan.aspx>
- ^{ix} Racism as a Public Health Crisis: <https://www.kingcounty.gov/elected/executive/constantine/initiatives/racism-public-health-crisis.aspx>
- ^x The approach embodies the principle of **targeted universalism**, meaning that we define outcomes for all, identify obstacles faced by specific groups, and tailor strategies and build on community assets to address barriers.
- ^{xi} WA DOH Prioritization Guidance: <https://www.doh.wa.gov/Portals/1/Documents/1600/coronavirus/820-112-InterimVaccineAllocationPrioritization.pdf>
- ^{xii} King County's language tiers: https://www.kingcounty.gov/~media/operations/policies/documents/inf142aeo_appxc_languagetiers_intro.ashx?la=en
- ^{xiii} Public Health – Seattle and King County COVID vaccine data dashboard: <https://kingcounty.gov/depts/health/covid-19/data/vaccination.aspx>
- ^{xiv} Public Health – Seattle and King County COVID outbreak data dashboard as of 4/26/21: <https://www.kingcounty.gov/depts/health/covid-19/data.aspx>

Exhibit B Attachment 2
Authorized Mass Vaccination Clinics for City of Seattle

Mass Vaccination Activity (e.g., high/med, mobile, pop-up)	Description and Location, if applicable. (Please include the address for high/medium sites)	Start date - End date	Equity Efforts to ensure access to historically marginalized populations – Short description or examples	Weekly Capacity (Maximum Number of Vaccines Administered per Week)
High-Volume Site: Lumen Field Event Center	High-Volume Vaccination Site @ Lumen Field Event Center (330 S Royal Brougham Way, Seattle, WA 98134). Opened for first doses on March 13, 2021, the Lumen site has served as a hub for mass vaccinations in the City of Seattle. This site operates in coordination with Swedish Health Services and First & Goal, Inc. The site is staffed by clinical and non-clinical staff and volunteers. Activities include vaccine distribution and storage, volunteer management and supervision, software for volunteer registration, management and scheduling, onsite and virtual medical interpretation, wayfinding, signage, large event set-up and operations, communications, security, traffic control, parking arrangements for vaccine recipients, meals for volunteers and staff assigned to longer shifts (due to lack of	3/13/2021 – 6/12/2021 (3/13 was 1st dose and 6/12 was the final dose. Operation planning & set-up occurred prior, and operation ramp-down occurred after.)	This site was established to reach a large number of people, in a well-known and centrally located high-capacity site, close to transportation hubs, with specific equity efforts driving planning and operations. These efforts include having interpreters onsite for Seattle's most common languages (other than English), including American Sign Language, interpreters available via virtual video service for access to medical interpretation in 35 languages, and over-the-phone interpreting for access to medical interpretation in over 140 languages; working with trusted community-based organizations (CBOs) that serve historically marginalized populations to assist with outreach, registration, scheduling, transportation, and connection to volunteer assistance onsite; removing barriers such as access to transportation by offering free parking, clear wayfinding from large transportation hubs and public transportation stops, and working with CBOs to connect marginalized populations with free ride-share	24,000

Exhibit B Attachment 2
Authorized Mass Vaccination Clinics for City of Seattle

	breakroom or food nearby), patient registration and scheduling software, IT support, equipment, supplies and materials, event space license, site restoration upon closure, etc.		opportunities and accessible transportation assistance.	
Medium-volume site: Rainier Beach Fixed Site	Walk-up vaccination site (transitioned from former COVID testing site), located in the community and operated by the Seattle Fire Department. Activities include vaccine distribution and storage, clinical and non-clinical staffing, signage, communications, security, traffic control, parking enforcement, portable toilets, patient registration & scheduling, equipment, supplies and materials, facility lease, water for staff, repainting parking lot lines, tent and supplies for waiting/post-vax observation area, site restoration upon closure.	March – June 2021	<p>This site was established as a community hub, located near and accessible to populations disproportionately impacted by COVID-19, which includes historically marginalized communities. This site served the Rainier Beach community and other surrounding communities, with high density of historically marginalized and high-risk populations that have been disproportionately impacted by COVID-19. Many community members were already familiar with this site, which served as a public COVID-19 community testing site for the past year. When available vaccine doses were significantly less than demand, registration and appointments were referral based and focused on populations disproportionately impacted by COVID-19.</p> <p>Trusted CBOs that serve these populations assisted with culturally responsive outreach, registration,</p>	8,750

Exhibit B Attachment 2
Authorized Mass Vaccination Clinics for City of Seattle

			<p>scheduling, and assistance with addressing barriers to access such as transportation, interpretation, and vaccine education. For example, CBOs helped connect marginalized populations with free ride-share opportunities and accessible transportation assistance.</p> <p>In total, the Rainier Beach hub administered nearly 62,000 vaccinations for an estimated 31,000 people. This hub successfully served our South End population. In the 98118 zip code, 15% of vaccinated people received at least one of their doses at Rainier Beach hub. Additionally, over 60% of people vaccinated at Rainier Beach identified as being BIPOC.</p>	
Medium-volume site: West Seattle Fixed Site	Walk-up vaccination site (transitioned from former COVID testing site), located in the community and operated by the Seattle Fire Department. Activities include vaccine distribution and storage, clinical and non-clinical staffing, signage, communications, security, traffic control, parking enforcement, portable toilets, patient registration & scheduling, equipment, supplies and materials, facility lease, water for staff,	March – June 2021	This site was established as a community hub, located near and accessible to populations disproportionately impacted by COVID-19, which includes historically marginalized communities. This site served West Seattle, South Seattle, Delridge, South Park and other surrounding communities, with high density of historically marginalized and high-risk populations that have been disproportionately impacted by COVID-19. Many community members were already familiar with this site, which	8,750

Exhibit B Attachment 2

Authorized Mass Vaccination Clinics for City of Seattle

	repainting parking lot lines, tent and supplies for waiting/post-vax observation area, site restoration upon closure.		<p>served as a public COVID-19 community testing site for the past year. When available vaccine doses were significantly less than demand, registration and appointments were referral based and focused on populations disproportionately impacted by COVID-19 and people at high-risk for COVID-19. Trusted CBOs that serve these populations assisted with culturally responsive outreach, registration, scheduling, and assistance with addressing barriers to access such as transportation, interpretation, and vaccine education. For example, CBOs helped connect marginalized populations with free ride-share opportunities and accessible transportation assistance.</p> <p>In total, the West Seattle hub administered nearly 57,000 vaccinations for an estimated 31,000 people. Additionally, over 40% of people vaccinated at West Seattle identified as being BIPOC, with nearly 12% of people identifying as Latinx.</p>	
Medium-volume site: North Seattle College	Drive-thru and walk-up site operated via an MOA with Seattle Visiting Nurses Association. City provides signage, and traffic control and traffic/roadway supplies, while SVNA staffs clinical operations.	March 2021– June 4, 2021	This site was established as a community hub for North Seattle, to ensure equitable access to vaccines for populations on the north end of the city, which includes historically marginalized communities and populations at high-risk for COVID-19 including Lake City, Shoreline and Northgate areas. Trusted CBOs that serve these	3,200

Exhibit B Attachment 2
Authorized Mass Vaccination Clinics for City of Seattle

			populations assisted with culturally responsive outreach, registration, scheduling, and assistance with addressing barriers to access such as transportation, interpretation, and vaccine education.	
Medium-volume site: SODO Fixed Site	Walk-up/Drive-thru vaccination and COVID testing site, located in the community and operated by the Seattle Fire Department. Activities include vaccine distribution and storage, clinical and non-clinical staffing, signage, communications, security, traffic control, parking enforcement, patient registration & scheduling, equipment, supplies and materials, facility lease, water for staff, and supplies for waiting/post-vax observation area, site restoration upon closure.	May 2021 – August 1, 2021	This site was established as a hub for communities on the south end of the city, and was located near and accessible to populations disproportionately impacted by COVID-19, which includes historically marginalized communities. This site provides both walk-up and drive-thru vaccination and many community members were already familiar with this site, which served as a convenient, drive-thru public COVID-19 community testing site for the past year. Trusted CBOs that serve the historically marginalized populations and populations at high-risk for COVID-19 assist with culturally responsive outreach, registration, scheduling, and assistance with addressing barriers to access such as transportation, interpretation, and vaccine education.	1,000
Mobile & Pop-up Events: Various Sites	SFD staffing community vaccination pop-up and mobile events at adult family homes, Seattle Housing Authority and other low-income senior housing sites, permanent supportive housing and other targeted apartment buildings, community events, and mobile clinics. Mobile clinics include partnerships with business districts, employers, first dose administration at sporting	January - TBD	These events have been focused on equity, ensuring that barriers to access faced by historically marginalized communities and populations at high risk for COVID-19 were prioritized. When vaccine inventory was lower than demand, events at adult family homes, Seattle Housing Authority and other low-income senior housing sites, permanent supportive housing locations and other targeted apartment communities were prioritized in coordination with Public Health's older adult and homelessness strategy.	2,000

Exhibit B Attachment 2
Authorized Mass Vaccination Clinics for City of Seattle

	<p>events, and visits to Seattle schools, parks, and other highly-trafficked areas. In addition to staffing, activities include supplies and equipment. Seattle may locate and operate additional mobile and pop up events consistent with this Contract including the Principles for Equitable Vaccine Delivery (Attachment 1). Where such an event is not open to the public, Seattle will document how the event is focused on needing to reach a high risk or priority population such as schools or essential workers with barriers accessing other vaccination opportunities. Seattle will make reasonable efforts to notify PHSKC of planned mobile and pop up events to support PHSKC's coordination effort.</p>	<p>The City used multiple data sources to inform mobile strategy and outreach including the Social Vulnerability Index (SVI) which is a CDC metric that indicates relative vulnerability of zip codes. SVI is calculated using socioeconomic status, household composition, disability, minority status, language, and housing types. We also prioritized events in zip codes with lower vaccination rates. We mapped gaps in access and identified community partners to reach people living in those area. We particularly focused on zip codes with higher rates of elders of color.</p> <p>Trusted CBOs that serve historically marginalized communities and populations at high risk for COVID-19 were engaged to help with siting, scheduling, and promoting events, as well as registering community members. Events expanded as eligibility and dose availability expanded, always with a primary focus on ensuring equitable access and removing barriers to access, while vaccinating as many people as possible. This eventually included sporting events and pop-up events at school in the late Spring/early Summer when supply increased targeted to reach younger populations with lower vaccine uptake and those who travel to the city from other parts of the region where there may be less emphasis on or access to vaccinations.</p>	
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Exhibit B Attachment 2
Authorized Mass Vaccination Clinics for City of Seattle

		<p>We partnered with more than 100 organizations across the city to reach vulnerable and marginalized Seattleites including: Senior and Homeless Housing Providers (SCIDpda, Bellwether Housing, Chinese Information & Services Center, Plymouth Housing, Catholic Community Services of Western Washington, and Seattle Housing Authority), SEIU 775 and UFCW 21, Ethiopian Community in Seattle, Central Area Senior Center, West Seattle Senior Center, El Comite, Villa Comunitaria, Lake City Collective, Idris Mosque and the Adult Family Home Council of WA.</p> <p>Additionally, the Mobile team partnered with Seattle Public Schools to provide vaccination opportunities in every public middle and high school in Seattle. The in-school vaccination events were a remarkably successful equity strategy. Over 70 percent of students 16 and older who have been vaccinated at our in-school events were BIPOC students. These students had been eligible for the vaccine for over a month and had not gotten one yet. Bringing the vaccine to students, in a familiar setting, has resulted in a more equitable uptake.</p>	
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Exhibit C - Budget

Mass vaccination sites					
Cost Categories	Site #1 (Lumen)	Site #2 (Community Hubs at West Seattle, Rainier Beach, SODO, North Seattle)	Pop-up Clinics and Mobile Clinics	Vaccine Call Center	Total
Salaries and Wages	5,110,000	1,600,000	1,000,000	2,000,000	9,710,000
Medical and Other Supplies	4,200,000	1,850,000	25,000		6,075,000
Contracts	11,300,000	300,000			11,600,000
Other Operating Expenses	2,000,000	20,000	5,000	100,000	2,125,000
Contingency	1,000,000	710,000	160,000		1,870,000
Total Expenses	23,610,000	4,480,000	1,190,000	2,100,000	31,380,000

Public Health

Seattle & King County



INVOICE

Contract Number:
Exhibit: D
Contract Funding Period: 1/21/21 to 7/20/21

City of Seattle, Office of Emergency Management

Erika Lund
105 5th Ave South, Suite #300
Seattle, WA 98104
206-465-7015
Erika.Lund@seattle.gov

Submit signed hardcopy invoice to:

Yinka Otusana
Yinka.Otusana@kingcounty.gov
Public Health - Seattle & King County
401 5th Ave., Suite 1300
Seattle, WA 98104

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information

Purchase Order # _____
Supplier Name City of Seattle
Supplier # 17571
Supplier Pay Site ACH
Remit to Address TREASURY OPERATIONS DIVISION
700 5TH AVE STE 4250
Invoice Date SEATTLE, KING, WA 98104
Invoice # _____
Amount to be Paid _____
Note to AP _____
Payment Type ACH
Print on Remittance _____
PH Program name & phone _____

Start Date End Date

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MM/DD/YY

Invoice for services rendered under this contract for the period of:

Project	Organization	Expend Acct	Task	Award	DPH Acct	CPA	CFDA	Amount

Attach sheet for multiple POETAs

Direct Costs	Budget	Previously Billed	Current	Cumulative	Balance
Salaries and Wages	\$ 9,710,000.00				
Medical and Other supplies	\$ 6,075,000.00				
Contract	\$ 11,600,000.00				
Other Operating	\$ 2,125,000.00	\$ -	\$ -	\$ -	\$ -
Conteingency	\$ 1,870,000.00	\$ -	\$ -	\$ -	\$ -
Grand Total	\$ 31,380,000.00	\$ -	\$ -	\$ -	\$ -
			Amount Due		

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed _____ Date _____

PH Program Manager Approval _____ Date _____

Print Name _____

For Public Health Use Only					
	Received	Entered	CM/PM Review	FM Review	Official Copy Rcvd
Date					
Initial					

INVOICE DETAIL

Salaries & Wages- List by Employee	Hours	Rate of Pay/ Hr	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
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Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
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Fringe Benefits	Base	Rate	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
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Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
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Consultant Costs- Itemize by consultant below	Unit of measure	Rate	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -

Supplies- Please detail below	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
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Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -
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Travel	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
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				Current
In State Travel		Total # of Miles		Rate
Out of State Travel		# of People		Rate
Per Diem and Lodging	# of People	# of Units		Unit Cost

Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -
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Other Costs- Please detail below	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -

Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -
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Overhead Costs- Please detail below	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -

Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -
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	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
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Direct Costs Total	\$ -	\$ -	\$ -	\$ -	\$ -
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Grand Total		\$ -	\$ -	\$ -	\$ -	\$ -
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Notes regarding this Invoice



City of Seattle

Mayor Jenny A. Durkan

Office of the Mayor
City of Seattle
Jenny A. Durkan, Mayor

Executive Order 2021-08: COVID-19 Vaccination Requirements for City Contractors

An Executive Order requiring City of Seattle contractors and volunteers be fully vaccinated from COVID-19 if their work involves being on-site or requires interaction with the general public.

WHEREAS, in my capacity as Mayor, I proclaimed that a civil emergency exists in the City of Seattle in the Mayoral Proclamation of Civil Emergency dated March 3, 2020 by RCW Chapter 38.52, the Charter of the City of Seattle, Article V, Section 2, and Seattle Municipal Code Chapter 10.02; and

WHEREAS, the City of Seattle performs essential government services, often in-person, including but not limited to those that protect life, health and safety; and

WHEREAS, the City of Seattle does business with thousands of contractors, vendors, consultants, suppliers and other firms to provide critical goods and services, consulting services and public works/construction services; and

WHEREAS, the City of Seattle has hundreds of volunteers each year in capacities ranging from the Seattle Animal Shelter to Seattle Parks and Recreation providing essential public services; and

WHEREAS, many of these vendors, consultants, contractors and volunteers come into in-person or on-site contact with the public and with City of Seattle employees as part of their scope of work; and

WHEREAS, over 20% of City procurement dollars are spent with women- and minority-owned businesses (WMBEs) and both supporting contracting equity and prioritizing the health and safety of BIPOC communities are key City values; and

WHEREAS, COVID-19 cases have been rising nationwide and are still a risk in the City of Seattle, with the overwhelming majority of cases and hospitalizations being among the unvaccinated; and

WHEREAS, vaccination is the best tool to reduce hospitalization and death from COVID-19 and safeguards the health and well-being of our communities and mitigates the spread of COVID-19 at our worksites and in our community; and

WHEREAS, thanks to the quick and effective response to COVID-19, including City of Seattle-led drive-through testing sites, community vaccination sites and the vaccination site at Lumen Field, the City of Seattle has among the highest vaccination rates and lowest hospitalization and deaths of any major City; and

WHEREAS, the City of Seattle administered over 260,000 vaccines to 134,000 individuals, with 45% of those people from communities of color; and

WHEREAS, vaccinations are readily free and available through the City of Seattle; and

WHEREAS, on Aug. 8, 2021, coinciding with Governor Inslee and King County Executive Constantine, I issued a Mayoral Directive requiring City employees to be fully vaccinated by Oct. 18, 2021; and

WHEREAS, on Aug. 20, 2021, Governor Inslee issued [Amendment 21-14.1](#) to Proclamation 20.05 issuing a COVID-19 vaccination requirement for state employees, contractors and vendors; and

WHEREAS, on Sept. 9, 2021, President Biden signed an [Executive Order](#) issuing a COVID-19 vaccination requirement for contractors doing business with the federal government; and

WHEREAS, on Sept. 22, 2021 King County Executive Constantine signed [ACO-8-28-EO](#) issuing a COVID-19 vaccination requirement for King County contractors and volunteers; and

WHEREAS, the City recognizes the need to balance speed of roll-out with time to allow smaller firms, many of which are WMBEs, to develop procedures to track vaccination requirement compliance;

NOW THEREFORE, I, Jenny A. Durkan, Mayors of Seattle, hereby direct City departments to carry out the following orders to help combat the COVID-19 pandemic in our community and promote the health and well-being of the people of Seattle:

A. COVID-19 Vaccination Requirement

All City of Seattle contractors and volunteers working with executive offices and departments ("departments") shall be fully vaccinated if the work is required to be performed in-person and on-site.

- In-person includes any situation where a contractor or volunteer interacts face-to-face with the public or other City staff, contractors or volunteers, regardless of how many other people are present.
- On-site includes, but is not limited to City property, City facilities, City rights-of-way and/or locations that require interaction with the general public. This requirement is valid whether or not other workers are present.
- The requirement applies to both indoor and outdoor worksites.
- The requirement shall apply regardless of length or frequency of work with the City, except as noted in "B. COVID-19 Vaccine Requirement Exceptions."

"Contractor" includes:

- Providers of goods and services (vendors);
- Providers of public works/construction services;
- Consultants;

- Subcontractors and subconsultants;
- Any other individuals or entities that provide goods, services, consulting services or public works to the City of Seattle either directly or through a subcontract; and
- A person engaged to work as an employee, temporary employee or other working arrangement with any group listed above.

“Volunteer” includes:

- Any individual donating time or service to a department of the City of Seattle.

B. COVID-19 Vaccine Requirement Exceptions

1. This Executive Order does not include:
 - Contractors and volunteers who have a fleeting physical presence on site; aka contractors and volunteers who are present at a site for only a short period of time.
 - Examples include, but are not limited to, contractors delivering supplies by truck to a construction site where they remain physically distanced from others on the site; refuse pickup; or a driver for a contracted shipping and delivery service briefly entering a site to pick up parcels for shipping.
 - Contractors or volunteers where work is always performed at a different physical location.
 - Examples include consultants who solely interact with City employees and the public through email or video calls.
 - Contractors or volunteers who do not work on City projects either in-person or on-site.
 - An example: If a contractor has 100 employees, but only 10 of them work on a City project in-person or on-site, only those 10 employees must fulfill the vaccine requirement.
2. Unless approved by the City due to business necessity, contractors or volunteers who have not been fully vaccinated may not perform work for the City in-person and/or on-site.

C. Evidence of Vaccination

1. To be considered fully vaccinated, a contractor/volunteer must receive a vaccination recommended by the Centers for Disease Control and Prevention (CDC) and must be 14 days past the last shot required in the vaccination series. If the CDC updates guidelines the City shall accept the updated CDC definition of fully vaccinated.
2. Contractors/volunteers must provide proof of full vaccination against COVID-19 by providing one of the following:
 - i. CDC COVID-19 Vaccination Record Card, photo or photocopy photo of the card;
 - ii. Documentation of vaccination from a health care provider or electronic health record;
 - iii. Immunization information system record from an official state system for any state in the United States; or
 - iv. For an individual who was vaccinated outside of the United States, a reasonable equivalent of any of the above.

3. A contractor may not verify individual vaccinations by obtaining only a personal attestation rather than verification of COVID-19 vaccination records as described above.
4. A City department may not verify individual vaccinations of volunteers by obtaining only a personal attestation of COVID-19 vaccination records as described above.

D. Attestation and Timeline

1. All City departments shall require contractors who are subject to this Executive Order to assume responsibility for the evidence of vaccination for every individual who meets the criteria outlined in Section A.
2. City departments must validate contractors have verified evidence of vaccination by obtaining an attestation declaration in a form prescribed by the City from contractors that declares they have verified proof of full vaccination from every individual who meets the criteria outlined in Section A.
3. City departments must obtain a copy of or visually observe proof of full COVID-19 vaccination for every person who volunteers for their department.
4. After Dec. 5, 2021, contractors are prohibited from engaging in work for a department unless the following requirements are met:
 - i. By Dec. 5, 2021, the contractor must obtain a copy of or visually observe proof of full COVID-19 vaccination against COVID-19 for every current employee who is subject to the vaccination requirement in this Executive Order;
 - ii. The contractor must obtain a copy of or visually observe proof of full vaccination against COVID-19 for every employee hired after Dec. 5, 2021 who is subject to the vaccination requirement in this Executive Order and submit an attestation declaration declaring the contractor has done so;
 - iii. By Dec. 5, 2021, contractors subject to this Executive Order must submit to the department an attestation declaration declaring that the contractor has met the above requirements.
5. After Dec. 5, 2021, volunteers are prohibited from engaging in work for a department unless the following requirements are met:
 - i. By Dec. 5, 2021, the department must obtain a copy of or visually observe proof of full COVID-19 vaccination against COVID-19 for every current volunteer who is subject to the vaccination requirement in this Executive Order;
 - ii. The department must obtain a copy of or visually observe proof of full vaccination against COVID-19 for everyone who volunteers after Dec. 5, 2021 who is subject to the vaccination requirement in this Executive Order.
6. The contractor may request a limited time extension to come into full compliance. City departments may determine if this extension is possible and necessary.
7. The contractor must submit additional attestation declarations upon the request of and by the date designated by the City Department.

8. The contractor must cooperate with any investigation or inquiry the City Department makes into the contractor's compliance with these requirements, including by providing information and records upon request, except any information or records that the contractor is prohibited by law from disclosing.

9. Contractors are prohibited from providing attestations of vaccination that contain insufficient information or that they know, or should know, are based on false, misleading or dishonest grounds or information.

E. Restrictions by another Governmental Agency

1. Nothing in this order exempts a contractor or volunteer from complying with more restrictive requirements from the State of Washington, King County, or the federal government, or any other applicable governmental agency.

2. Contractors and volunteers must comply with the measures in this Executive Order, even if more restrictive than requirements from another governmental agency.

F. Failure to Comply

1. Failure by a contractor to comply with this Executive Order may result in the termination of a contract for cause, including debarment from future contracts with the City.

2. Failure of a volunteer to comply with this Executive Order may result in barring onsite work or dismissal from their role at the City.

G. Implementation

1. By Nov. 1, 2021, the City shall establish all procedures, guidelines, forms and policies necessary to begin implementation of this Executive Order. These procedures shall include assigning what department is responsible for working with what contract type.

2. The City shall update procedures, guidelines, forms and policies as appropriate.

3. All procedures, guidelines, forms and policies shall keep values of contracting equity and race and social justice by offering technical assistance and outreach as appropriate.

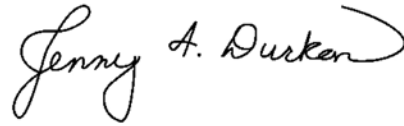
H. Termination

1. This Executive Order shall continue indefinitely.

2. The City shall monitor future guidance and directives from Public Health - Seattle & King County, as well as the county, state and federal government to determine if termination is necessary.

September 28, 2021

Dated this 28th day of September, 2021.

A handwritten signature in black ink, reading "Jenny A. Durkan". The signature is fluid and cursive, with a large, sweeping initial "J" and a distinct "A" and "D".

Jenny A. Durkan

Mayor of Seattle