

AGREEMENT FOR STOP THE BLEED KIT DISTRIBUTION

THIS AGREEMENT FOR STOP THE BLEED KIT DISTRIBUTION (the “Agreement”) is made and entered into this ____ day of _____, 20__, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and _____, a _____ of the State of Washington (the “Recipient”) (individually “Party” and collectively “Parties”).

RECITALS

- A.** With the ongoing active threats throughout the nation, the County and partners recognize the need to ensure Stop the Bleed Kits are quickly accessible by the public; and
- B.** Through a Memorandum of Understanding with King County, the County has obtained Stop the Bleed Kits for installation at publicly accessible locations throughout the Seattle Urban Area Security Initiative (UASI) Region; and
- C.** The Recipient responds to emergency calls within its jurisdiction/facility, including calls related to active assailants and has a need for Stop the Bleed Kits; and
- D.** The Parties recognize the public health, safety, and welfare benefits of promoting wider availability of Stop the Bleed Kits within Snohomish County; and
- E.** The Parties wish to enter into an agreement under which in exchange for ensuring the public accessibility to the kits, the County will provide the Recipient with Stop the Bleed Kits;

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Recipient agree as follows:

1. Stop The Bleed Kit Distribution.

In exchange for the Recipient agreeing to make the Stop the Bleed Kits easily and publicly accessible, the County agrees to issue the Recipient one complete Stop the Bleed Station (including eight Stop the Bleed Basic Kits, one responder Quiklitter, and one nylon carry bag). The Parties acknowledge and agree that the County is providing Stop the Bleed Stations without express or implied warranty of any kind, including as to fitness, effectiveness and safety. The Recipient is not relying upon any oral or written representations by the County outside of this Agreement.

The Recipient agrees not to permanently mount and/or affix the kits to any wall of the facility without receiving permission from the County. The County will coordinate the completion of an Environmental Planning and Health Preservation (EHP) impact review prior to giving permission for kits to be mounted and/or affixed permanently to any wall.

2. Effective Date and Duration.

This Agreement shall take effect upon full execution by the Parties and shall expire five (5) years thereafter, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed where necessary to account for FEMA reporting requirements, PROVIDED, FURTHER, that the County's obligations after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law..

3. Stop The Bleed Trainer.

The Recipient will name an employee to serve as the Stop the Bleed trainer for all other staff/volunteers. The Recipient shall ensure that the trainer receives Stop the Bleed training offered and taught by the Department of Homeland security (<https://www.dhs.gov/stopthebleed>). The Recipient is solely responsible for all training.

4. Ease of Access to Kits.

The Recipient agrees to keep all kits in a publicly accessible location (during the facilities regular operating hours).

5. Hold Harmless and Indemnification.

The Recipient agrees to protect, defend, hold harmless and indemnify the County, its officers, agents, employees, and elected officials from and against any and all claims, costs, causes of action, or lawsuits (including the cost of defense) arising out of or related to the provision of Stop the Bleed Kits to the Recipient and that the County assumes no responsibility for training in the proper administration of the equipment within the kits or the efficacy, reliability or suitability of the kits as provided by the manufacturer or as to warranty of any kind, express or implied, including as to fitness, effectiveness and safety. By entering into this Agreement, the Recipient accepts the kits subject to this indemnity, disclaimer, and the terms and conditions of this Agreement.

The above indemnification obligations shall include, but are not limited to, all claims against the County by an employee or former employee of the Recipient or its contractors, and the Recipient, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Recipient.

The provisions of this Section 5 shall survive expiration or earlier termination of this Agreement.

6. Liability Related to Agency Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Recipient from any liability or responsibility which arises in whole or in part from the existence or effect of the Recipient's ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Recipient ordinance, policy, rule or regulation is at issue, the Recipient shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Recipient, the County, or both, the Recipient shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

7. Compliance with Laws.

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

8. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages.

9. Notices.

All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Dept. of Emergency Management
720 80th St. SW BLDG A
Everett, Washington 98203
Attention: Jarrod Dibble

If to the Recipient: _____

Attention: _____

The County or the Recipient may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

10. Entire Agreement; Amendment.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

11. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

12. Governing Law and Venue.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

13. Interpretation.

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

14. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15. No Waiver.

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as

affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

16. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

17. Warranty of Authority.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

18. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

19. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

RECIPIENT:

_____, a Washington

By _____
County Executive

By _____
Name:
Title:

**Approved as to insurance
and indemnification provisions:**

Risk Management

Approved as to Form:

Recipient Attorney

Approved as to Form:

Deputy Prosecuting Attorney