

RESOLUTION 2020 992

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE BENTON FRANKLIN HEALTH DISTRICT AND BENTON COUNTY FOR USE OF A COUNTY FACILITY IN RESPONSE TO A DISASTER OF PUBLIC HEATH EMERGENCY

WHEREAS, On January 21, 2020, the Washington State Department of Health confirmed the first case of the novel coronavirus (COVID-19) in the United States in Snohomish County, Washington; and

WHEREAS, on February 29, 2020 the Governor of the State of Washington declared that a state of emergency exists in all counties in the State of Washington; and

WHEREAS, on March 17, 2020 the Benton County Board of County Commissioners declared an emergency in response to the developing situation surrounding the COVID-19 pandemic; and

WHEREAS, as a result of the on-going pandemic the Benton Franklin Health District is operating multiple COVID testing centers, both currently in Franklin County; and

WHEREAS, the Board of County Commissioners believes it to be in the public interest to allow the Benton Franklin Health District to utilize a County owned facility in order to establish a testing center in Benton County.

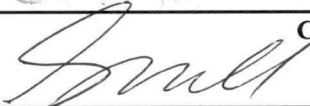
NOW, THEREFORE, BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the Memorandum of Agreement between Benton Franklin Health District and Benton County for use of the Benton County Solid Waste Facility located on Ely Street in Kennewick Washington during a disaster or public health emergency; and

BE IT FURTHER RESOLVED that this agreement takes effect December 15, 2020 and expires on December 31, 2025.

Dated this 15th day of December 2020.

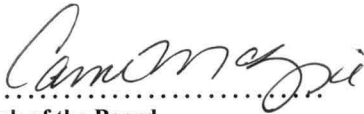

Chairman of the Board

JEROME DELVIN - ABSENT


Chairman Pro Tem

Member

Attest:


Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

MEMORANDUM OF AGREEMENT

Between

Benton-Franklin Health District

And

Benton County

This Memorandum of Agreement hereafter referred to as Agreement, is entered into between the **Benton-Franklin Health District** (hereinafter referred to as "BFHD") and **Benton County** (hereinafter referred to as "COUNTY") for the purpose of facilitating the use of the Benton County Solid Waste facility located on Ely Street in Kennewick WA, in response to a disaster or public health emergency for use by the BFHD.

Effective Date: *December 15, 2020* to December 31, 2025
(enter date of last signature)

Benton-Franklin Health District 7102 W. Okanogan Place Kennewick, WA 99336		Phone: (509) 460-4200 Fax: (509) 460-4590	
Responsibility	Contact Name	Phone	Email
Administrator/Signature Authority	Jason Zaccaria	509-460-4567	Jasonz@bfhd.wa.gov
Health Officer	Dr. Amy Person	509-460-4550	DrPerson@bfhd.wa.gov
Contracts Manager	Bonnie Hall	509-460-4553	Bonnieh@bfhd.wa.gov
Sr. Manager, Healthy People & Communities	Carla Prock	509-460-4225	Carlap@bfhd.wa.gov
Sr. Manager, Surveillance & Investigation	Rick Dawson	509-460-4313	Rickd@bfhd.wa.gov

Benton County 7122 W Okanogan PI Kennewick, WA 99336		Phone: (509) 736-3053	
Responsibility	Contact Name	Phone	Email
Administrator/Signature Authority	Jerrold Macpherson	509-786-5600	Jerrold.macpherson@co.benton.wa.us
Contract Manager	Matt Rasmussen	509-786-5600	matt.rasmussen@co.benton.wa.us
Solid Waste Coordinator	Blanca Parham	509-786-5611	Blanca.parham@co.benton.wa.us

PURPOSE

The purpose of this Agreement is to set forth the terms and conditions under which the County will agree to the use of the Solid Waste facility located on Ely Street in Kennewick by the Benton-Franklin Health District (BFHD) during times of a natural disaster or other public health emergency.

The terms and conditions of this Agreement shall be adopted by Resolution by the Board of Benton County Commissioners.

ADMINISTRATION

The contacts listed on page one of this agreement are designated as representatives of the respective parties. The representatives shall be responsible for administrations of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

DURATION AND RENEWAL

This Agreement shall be effective upon execution by both parties and shall continue through December 31, 2025 unless earlier terminated in writing by either party as further provided herein.

COMPENSATION

No monetary consideration will be made for the use of the Benton County facility under this agreement except where specifically identified for services or supplies used in the conduct of its activities at the site. The benefit to the community in this collaborative effort constitutes the total consideration of this agreement.

MAINTENANCE AND AUDIT OF RECORDS

Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subjected to inspection, review and audit by any party or its designee, the Washington State Auditor's Office, and members of the general public pursuant to the Washington State Public Records Act, Chapter 42.56 RCW. Each party shall maintain all books, records, documents and other materials for the applicable retention period under federal and Washington law. Each party shall cooperate with the other party to facilitate review and production of records requested for any lawful purpose.

ROLES AND RESPONSIBILITIES

COUNTY agrees, when requested by BFHD in writing, to allow use of the Benton County facilities on a temporary basis as an alternate care facility, federal medical station, mass distribution center for distribution of pharmaceuticals, mass vaccination or testing center or for other emergency response purposes deemed necessary.

COUNTY will work with BFHD staff to arrange access to facilities prior to, during and following the hours of operation to allow for set-up, operations and demobilization of services at the facility. COUNTY will determine whether to issue facility key(s) to BFHD's identified site manager or provide access to facilities using Benton County personnel.

BFHD will have primary responsibility, during response activities, for the daily operation of the facility being used and will designate a site facility manager to manage the operation.

BFHD will be responsible for the payment of services and usage costs for water and power while occupying the site.

BFHD will exercise reasonable care in the conduct of its activities in the COUNTY's facility. BFHD will replace or reimburse the COUNTY for any supplies used by BFHD in the conduct of its activities. No fixed assets or real property will be jointly or cooperatively acquired, held, used or disposed of pursuant to this Agreement.

FACILITY LOCATION, DAYS & HOURS OF OPERATION

During any event when BFHD exercises this Agreement, the Benton County facility will be closed to other uses. The potential harm to citizens that may be brought about by a catastrophe or public health emergency outweigh the need for the facility to stay open and available to clients.

It is recognized by the involved parties the location, date and hours of operation may need to change at any time due to the fluid nature of any emergency event and it is mutually agreed that representatives of both agencies will act in concert to facilitate changes.

COMMUNICATIONS BETWEEN PARTIES

To assist communications between parties, specific contacts have been identified on page one (1) of this agreement based on their area of responsibility. The list is provided for convenience only and does not restrict parties from communicating with other staff as needed with regards to the Agreement.

COUNTY agrees to appoint a designated liaison(s) to serve as the primary point of contact to BFHD in the event of an emergency and to notify BFHD in writing of the name(s), telephone number(s), email address(es), and emergency after-hours contact information for the liaison(s).

INSURANCE

BFHD agrees to purchase, and maintain in force throughout the duration of this Agreement, commercial general liability insurance or self-insurance with a limit in the sum of not less than one million dollars (\$1,000,000) per occurrence for bodily injury to or the death of any one person and damage to property, and two million dollars (\$2,000,000) in the aggregate for bodily injury to or the death of any number of persons and damage to property. BFHD shall provide a certificate naming Benton County, and its officers, directors, elected officials, agents, and employees as additional insureds.

INDEMNIFICATION AND HOLD HARMLESS

The parties agree to defend, indemnify, and hold harmless each other and its elected and appointed officials, officers, employees, agents, licensees, registered volunteers and representatives from and against any and all suits, claims, actions, losses, costs, penalties, damages, and all other costs of whatever kind or nature arising out of injury, sickness, disability, or death of any and all persons (including third-parties, subcontractors, agents, licensees, or representatives, and any of their employees) or damage to or destruction of any property or business (including, without limitation, BFHD or COUNTY's property or any other activity or omission that results in civil liability of any type) in any manner caused by or arising in connection with the negligent acts or omissions of the indemnifying party, in the execution of their obligations hereunder, or in the use of the premises. PROVIDED that the parties' obligations hereunder shall not extend to injury, sickness, death, or damage caused by the negligence of the other party. In the event of litigation between the parties to enforce the rights under this section, each party shall bear its own attorneys' fees.

CONDITION AND SURRENDER OF PREMISES

A representative from the County and BFHD will jointly conduct a pre-occupancy survey of the Solid Waste facility before it is turned over to BFHD, noting any damage. The County will identify and secure all equipment that BFHD should not use while conducting operations at the facility. BFHD will exercise reasonable care while using the property and will make no modifications to the facilities without the express written approval of the COUNTY. Upon completion the facility will be returned to the condition it was prior to use by BFHD. The BFHD appointed facility manager will notify the COUNTY of the closing date of the facility. A representative from the COUNTY and BFHD will jointly conduct a post-occupancy inspection noting any damage and a representative from the County will approve the final condition of the facility before vacating the premises.

Any and all materials stockpiled or otherwise located at the facility at the termination or expiration of this Agreement shall be removed by BFHD. If BFHD fails to remove such material and COUNTY must remove, BFHD shall reimburse COUNTY within thirty (30) days for removal expense.

SIGNAGE AND PUBLICITY

BFHD may post signs identifying the facility as an alternate care facility, federal medical station, or mass medication distribution site in locations approved by COUNTY and will remove such signs when BFHD has vacated the property. The COUNTY will not issue press releases or other publicity concerning the facility without the express written consent of the BFHD health officer or designee. During BFHD's use of facility, the COUNTY will refer all media questions about the facility to the BFHD liaison.

AMENDMENT

No amendment or modification shall be made to this Agreement, unless set forth in a written Amendment signed by both parties.

SUSPENSION OF SERVICES

Services will not be suspended by COUNTY until BFHD has been able to find suitable facilities to relocate their emergency response activities.

WAIVER

Failure of COUNTY to take any action with respect to any action or inaction in breach of violation of this agreement by BFHD shall not constitute a waiver of any of the COUNTY's rights under this lease, and no express waiver shall effect any default other than the default specified in the express waiver and that only for the time and the extent therein stated.

COMPLIANCE WITH LAWS

BFHD shall comply with all laws of the United States and the State of Washington, all municipal ordinances, and all lawful orders of police and fire departments or any other municipal authority; will obtain, and pay for all necessary permits, taxes and licenses; and will not violate any law, ordinance, rule or order with respect to its rights and responsibilities under this Agreement. BFHD shall immediately upon receipt of notice thereof by COUNTY or any regulatory authority, correct any violation attributable to the BFHD. Failure to do so will be deemed an event of default and this Agreement shall be subject to termination. BFHD and its representative will be responsible for all costs attributable to such violation.

TERMINATION OF AGREEMENT

Either party may terminate this Agreement for convenience with a ninety (90) calendar day written notice. If this Agreement is so terminated, the parties are only liable for performance rendered or costs incurred in accordance with this agreement prior to the effective date of termination.

This agreement may be terminated immediately at any time by mutual agreement of both parties with a seven (7) day written notice.

ATTORNEYS FEES

In the event legal actions are brought by either party to enforce the terms of this agreement, the prevailing party shall recover against the other party in addition to the costs allowed by law, such sum as the court may determine to be a reasonable attorney's fee.

ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

BENTON COUNTY

BY: James B. Beaver
Chairman of the Board
Date: 12-15-2020

BENTON-FRANKLIN HEALTH DISTRICT

BY: Jason Zaccaria
Jason Zaccaria, District Administrator
Date: 12/11/20

Approved as to form:
BY: [Signature]
Reid Hay Civil Deputy Prosecutor