

RESOLUTION 2025-27

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN
KENNEWICK FIRE DEPARTMENT AND BENTON COUNTY**

WHEREAS, Benton County acquired the Kennewick General Hospital campus located at 900 S Auburn Street in Kennewick, Washington; and

WHEREAS, the Kennewick General Hospital campus is currently vacant; and

WHEREAS, Kennewick Fire Department provides protection services to the Benton County area; and

WHEREAS, Kennewick Fire Department personnel have a need for regular training; and

WHEREAS, the vacant Kennewick General Hospital campus would allow Kennewick Fire Department personnel to conduct said training; and

WHEREAS, Benton County would benefit by having occasional use of the Kennewick General Hospital while vacant to reduce break-ins and vandalism; and

WHEREAS, the Parties find that an arrangement permitting the Kennewick General Hospital campus to be used for Kennewick Fire Department training serves their mutual interests; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman or Chairman Pro Tem to execute the attached Memorandum of Understanding between Kennewick Fire Department and Benton County; and

BE IT FURTHER RESOLVED, the attached MOU shall be effective upon the signature of the last of the Parties hereto and shall automatically terminate on December 31, 2025, or whenever the County determines that there are no more sections of the facility available for training, whichever occurs first.

Dated this 7th day of January, 2025.

DocuSigned by:
Jerome Selvin
ZFD07603283E486

Chairman of the Board

DocuSigned by:
Michael Alvarez
B668F67E24074E4...

Chairman Pro-Tem

DocuSigned by:
Will McKay
135987D784E74CF...

Commissioner

DocuSigned by:
Amanda Pearson
S4825A975E094CE.....
Attest:
Clerk of the Board

**Constituting the Board of County
Commissioners of Benton County, Washington**

MEMORANDUM OF UNDERSTANDING
For use of Benton County property for training purposes

This Memorandum of Understanding (hereinafter referred to as “Agreement”) is entered into by and between the Benton County (“County”) and the city of Kennewick and Kennewick Fire Department (“KFD”) (collectively the “Parties”) for purposes of allowing KFD personnel, as designated herein, to utilize Benton County property to perform training.

WHEREAS, the County recently acquired the Kennewick General Hospital campus located at 900 S Auburn Street in Kennewick, Washington; and

WHEREAS, the Kennewick General Hospital campus is currently vacant; and

WHEREAS, KFD provides fire protection services to the Benton County area; and

WHEREAS, KFD personnel have a need for regular training; and

WHEREAS, the vacant Kennewick General Hospital campus would allow KFD personnel to conduct said training; and

WHEREAS, the County would benefit by having occasional use of the Kennewick General Hospital while vacant to reduce break-ins and vandalism; and

WHEREAS, the Parties find that an arrangement permitting the Kennewick General Hospital campus to be used for KFD training serves their mutual interests.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the Parties agree as follows:

Purpose:

The Parties approve and accept this Agreement for the purposes of detailing the respective responsibilities and authority of each party for the use of the old Kennewick General Hospital campus located at 900 S Auburn St, Kennewick, Washington, for KFD training purposes.

The Parties intend to work collaboratively in a respectful, positive, and transparent manner in the best interests of the County and the citizens its serves.

KFD Responsibilities:

Under this Agreement, KFD shall conform to the following requirements:

1. Provide the name and contact information of the person primarily in charge of KFD training.

2. Submit to the County a schedule of dates and times training is requested at the Kennewick General Hospital campus not less than two weeks in advance of the requested training date.
3. For each training day, provide an outline of the training to be performed that day, to include the following:
 - a. The start and end times training will occur
 - b. The names of all persons who will participate in the training
 - c. The name and contact information of the person who will be onsite and in charge of training
 - d. The type of training to be performed
 - e. The section(s) of the Kennewick General Hospital campus requested training

The foregoing training outline must be submitted to the County not less than two (2) working days prior to the date which training is requested.

4. On each training day:
 - a. KFD shall physically inspect those sections of the Kennewick General Hospital campus where it will conduct training to ensure those sections are safe for the training to be conducted. This inspection must be performed again if KFD leaves the site and later returns.
 - b. During each inspection, KFD shall identify any hazards that may cause health or physical injury within the training area and report those to the County contact immediately. Training shall not continue until hazards are appropriately mitigated.
 - c. If KFD encounters unauthorized person(s) on the Kennewick General Hospital campus, the person in charge of the training team must notify the County and contact Kennewick Police Department to have the unauthorized person(s) removed from the premises.
5. All injuries to KFD personnel or any other person authorized to be present during training shall be reported promptly to the County contact.
6. **To the fullest extent permitted by law, KFD shall hold harmless, indemnify, and defend the County and its officers, elected, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the performance of this Agreement, or caused or occasioned in whole or in part by reason of the presence of KFD agents training upon or the Kennewick General Hospital campus; PROVIDED, however, that KFD's obligations hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the County or its officers, officials, elected, employees, or agents.**

In any claims against the County and its officers, officials, elected, employees, and agents by any employee of KFD, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for KFD or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that KFD expressly waives any immunity KFD might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Agreement, KFD acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract KFD makes with any subcontractor or agent in the performance of this Agreement. KFD's obligations under this Section shall survive termination and expiration of this Agreement.**

KFD's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by KFD, or KFD's employees, agents, or subcontractors.

7. KFD shall obtain and maintain continuously during the term of this Agreement the following insurance:

a. **Workers Compensation:** KFD shall comply with all state of Washington workers' compensation statutes and regulations. If KFD uses any subcontractors for training activities at the Kennewick General Hospital campus, it must ensure that said subcontractors comply with all workers' compensation statutes. If KFD or a subcontractor fails to comply with all state of Washington workers' compensation statutes and regulations and County incurs fines or is required by law to provide benefits to or obtain coverage for such employees, KFD shall indemnify the County. Indemnity shall include all fines, payment of benefits to KFD or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to County by KFD pursuant to the indemnity agreement may be deducted from any payments owed by County to KFD for performance of this Agreement.

b. **Liability Insurance:** Prior to the start of work under this Agreement, KFD shall maintain liability coverage to protect KFD from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Agreement by KFD or by anyone directly employed by or contracting with KFD. Liability insurance shall further cover all

8. Additional Insurance provisions:

a. KFD's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County or its elected and appointed

officers, officials, employees, or agents. KFD's liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the County shall be excess and not contributory to KFD's insurance policies.

- b. KFD's liability insurance policies shall contain no special limitations on the scope of protection afforded to the County as an additional insured.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, or agents.
- d. KFD's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. KFD shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- f. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification. **If KFD maintains higher limits than the minimums required in this Agreement, the County shall be entitled to coverage for the higher limits maintained by KFD.**
- g. KFD shall maintain all required policies in full force from the time this Agreement commences until the Agreement is terminated. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Agreement shall be written on an Occurrence Policy form.
- h. KFD hereby agrees to waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit KFD to enter into a pre-loss agreement to waive subrogation without an endorsement, then KFD agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should KFD enter into such a waiver of subrogation on a pre-loss basis.
- i. All insurance required under this Agreement shall be issued by companies authorized to do business under the laws of the state of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies, and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW

and Chapter 284-15 WAC.

- j. All insurance to be maintained by KFD, other than Auto Liability, and Workers' Compensation, shall specifically include the County and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the County. Any insurance or self-insurance maintained by the County and its elected or appointed officials, employees, and agents shall be excess of the KFD's insurance and shall not contribute to it.
- k. Certificates of Liability Insurance, with endorsements attached, must be provided to the County Risk Manager.
- l. All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the County contact referenced in Section 1 of Benton County Responsibilities.
- m. KFD or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County Risk Manager, at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Suite E330, Kennewick, WA 99336.

Benton County Responsibilities:

Under this Agreement Benton County will provide the following:

1. A point of contact for all matters related to performance of this Agreement.
2. Ability for the person listed as the on-site contact for each training day to access the Kennewick General Hospital campus during the times indicated on the training outline.
3. Ability for the person listed as the on-site contact to isolate sections of the Kennewick General Hospital campus identified for training.
4. Prompt review and acceptance of training schedules and outlines.
5. Prompt responses to requests for service and incidents.
6. The Kennewick General Hospital campus is intended to be remodeled in phases and converted to new uses. The County will endeavor to provide as much notice to KFD as possible if sections of the Kennewick General Hospital campus are not available for training. However, due to the future remodel, the County reserves the right to cancel training at any time, and KFD acknowledges and accepts that the County may consequently cancel this Agreement with minimal or no advance notice to KFD.

Effective Date:

This Agreement shall be effective upon the signature of the last of the Parties hereto.

Term:

This Agreement shall automatically terminate on December 31, 2025, or whenever the County determines that there are no more sections of the facility available for training, whichever occurs first.

Amendment/Renewal:

The provisions of this Agreement may be amended or renewed with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of all Parties.

Termination Clause:

It is the intent of the Parties that this Agreement shall continue in full force until amended or terminated. This Agreement shall terminate upon 1) withdrawal of a party; 2) the mutually agreed upon decision of all parties to terminate this Agreement; 3) the completion of the term as set forth above; or 4) as provided in paragraph 6 above.

Waiver:

No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any term or condition or of any subsequent breach, whether or the same or different provision.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the date and signature herein under affixed. The persons signing this Agreement represent that each has authority to execute this Agreement on behalf of their respective Party.

Benton County

DocuSigned by:
Jerome Delvin
7ED07003263E460...

**Title: Chair or Chair Pro Tem,
Board of County Commissioners**

1/7/2025
Date

Jeff Aultman

**Title: Asst. Chief Deputy, Civil
Benton County**

12/5/2024
Date

City of Kennewick

[Signature]

Title: City Manager

12/2/24
Date

Kennewick Fire Department

[Signature]
Fire Chief

Title:

11/15/2024
Date



Commissioners' Agenda Action Sheet

Meeting Date: January 7, 2025
Subject: Memorandum of Understanding (MOU) with Kennewick Fire Department to Use Kennewick General Hospital for Training
Presenter: N/A
Prepared By: Adam Morasch
Reviewed By: Mary Christen
PA Review: **Approved:** Yes **Denied:** No **N/A:** No
(If denied, include reasoning)

Type of Agenda Item: Consent Agenda

Summary / Background Information

Kennewick Fire Department (KFD) would like to have access to the Kennewick General Hospital facility, so they can use it for training. KFD provides fire protection services for Benton County, and this is a great opportunity for Benton County to provide KFD with a place to hold their trainings. Additionally, with the Kennewick General Hospital being vacant the training and occasional use of the building would help reduce break-ins and vandalism.

Fiscal Impact

Budget Neutral

Recommendation

Staff recommends that the Board approve the memorandum of understanding between Kennewick Fire Department and Benton County.

Suggested Motion

I move to approve the Memorandum of Understanding between Kennewick Fire Department and Benton County.

Signatures Required on Agreements/Contracts

Please sign the Resolution and the last page of MOU.