

FACILITY USE AGREEMENT

Between

Kennewick School District

And

Benton-Franklin Health District

This Facility User Agreement hereafter referred to as Agreement, is entered into between the **Kennewick School District** (hereinafter referred to as the "KSD") and **Benton-Franklin Health District** (hereinafter referred to as "BFHD") for the purpose of facilitating the use of the KSD's facilities, in response to a disaster or public health emergency for use by the BFHD.

Effective Date: December 1, 2020 to December 30, 2025

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
Contracts Manager	Bonnie Hall	509-460-4553	Bonnieh@bfhd.wa.gov
Emergency Response Coordinator	Rick Edwards	509-460-4531	Richarde@bfhd.wa.gov

Kennewick School District 1000 W 4 th Ave. Kennewick, WA 99336		Phone: (509) 222-5010 Fax: (509)	
Responsibility	Contact Name	Phone	Email
Superintendent	Traci Pierce	509-222-6550	Traci.pierce@ksd.org
Executive Director of Business Operations	Vic Roberts	509-222-6673	Vic.roberts@ksd.org
Director of Maintenance & Grounds	Eric Bruce	509-222-7027	Eric.bruce@ksd.org

PURPOSE

The parties mutually desire to reach an understanding through the use of this agreement to make the District's facility available to BFHD for use in a disaster or public health emergency with the following understanding:

- a) BFHD wishes to partner with the District for use of their facilities to help fulfill its role of preparing for and providing immediate response in a disaster or other public health emergency, to provide emergency services to individuals and families who are victims of, or otherwise affected by, disasters or other public health emergencies in cooperation with Benton and/or Franklin County or other response entities.
- b) The District is authorized to permit BFHD to use District's Facility as an alternate care facility, federal medical station, medication mass distribution, or for other emergency use in the conduct of BFHD activities, and desires to cooperate with BFHD for such purposes.
- c) The District's Facility shall be used for the purposes enumerated in this Agreement at the direction of the BFHD Local Health Officer or his or her designee. Said use shall be terminated by written notice from BFHD to the District.

PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence December 1, 2020 and end December 30, 2025 unless terminated or suspended sooner as provided for herein.

STATEMENT OF WORK (Attachment A)

This agreement outlines the general terms for the use of the District's facilities in the event of a disaster or public health emergency. In such an event, the parties will complete a Statement of Work (Attachment A) describing the specific purpose and details of use as mutually agreed upon. A designated Point of Contact (POC) will be assigned which may include any of the parties listed on page one of this agreement, or other parties as needed.

ROLES AND RESPONSIBILITIES

District agrees to perform the following services throughout the duration of the agreement.

- **Site Planning Visits:** Allow the facility to be visited by members of BFHD, local law enforcement, and if applicable, other agencies for the development and maintenance of the plan at times arranged with the facility.
- **Site Preparation:** Evaluate the facility and secure valuable property not required for BFHD activities, to the extent reasonably possible, before releasing the facility to BFHD for use.
- **Use of Facilities:** The District agrees that, after meeting responsibilities to its constituents, it will permit, to the extent of its ability and upon request by BFHD, use of the District's facilities on a temporary basis, as an alternate care facility, federal medical station, mass distribution center for distribution of pharmaceuticals, mass vaccination center, or for other emergency response purposes.

- **Access to Facilities:** The District will work with BFHD staff to arrange access as needed to facilities prior to, during, and following the hours of operation to allow for set-up, operations and demobilization of services at the District's location. The decision to provide keys to BFHD staff and/or to arrange for District staff to open and close facility will be at the discretion of the District and will be determined at the onset of the event in coordination with the BFHD staff to insure adequate access for BFHD and its partners.
- **Strategic National Stockpile:** Allow the facility to be listed in the local plan of locations designated to distribute the Strategic National Stockpile.

BFHD agrees to perform the following services throughout the duration of this agreement.

- **Site Management:** BFHD will have the primary responsibility for the operation of the facility and will designate a BFHD employee, a Facility Manager, to manage the operation and coordinate the response activities.
- **Use of Goods and Supplies:** BFHD will exercise reasonable care in the conduct of its activities in the District's Facilities and will replace or reimburse the District for any food or supplies used by BFHD in the conduct of its activities. BFHD will make every effort to maximize usefulness of the District's facilities through coordination of the use of available resources and staff within the District's facility.

FACILITY LOCATION, DAYS & HOURS OF OPERATION

The dates and hours of operation for the District's facilities in an emergency will be determined at the onset of the event by the District and BFHD representatives. It is recognized by all parties that 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 agreed that representatives of both agencies will work in coordination to facilitate changes as needed.

COMMUNICATIONS BETWEEN PARTIES

To assist communications between parties, specific contacts have been identified on page one of this agreement based on their area of responsibility. This contact list is provided for convenience only and does not restrict either party from reaching out to other staff as needed.

The District agrees to appoint a designated representative to serve as liaison to BFHD for all purposes under this Agreement, and to notify BFHD in writing of the name, address, telephone number, email address, and emergency after-hours contact information for the liaison.

REIMBURSEMENT

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

INSURANCE

BFHD and the District shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by BFHD or the District, their agents, representatives, employees, or volunteers. If the District self-insures against such liability, then such self-insurance shall be deemed to satisfy the requirements of this paragraph.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance shall be on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$3,000,000 general aggregate.
2. **Errors and Omissions Coverage:** Coverage with limits not less than \$1,000,000 per occurrence, \$3 million annual aggregate.

VERIFICATION OF COVERAGE

Verification of coverage will be provided by either party upon request.

INDEMNIFICATION/HOLD HARMLESS

BFHD and the District agree to defend, hold harmless, and indemnify its officers, officials, employees and volunteers from and against any and all claims, suites, actions, or liabilities related to the bodily injury, death, property damage, or other damage arising out of the negligence of the other party occurring during BFHD's use of the District's Facility under this Agreement.

CONDITION AND SURRENDER OF PREMISES

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

SIGNAGE AND PUBLICITY

BFHD may post signs identifying the facility as an alternate care facility, federal medical station, mass medication distribution site, or other public emergency site as needed in locations approved by District, and will remove such signs when the facility is closed. The District will not issue press releases or other publicity concerning the facility without the express written consent of the BFHD facility manager or Health Officer. The District will refer all media questions about the facility to the BFHD Facility Manager.

CHANGES OR MODIFICATIONS

Changes or modifications to this agreement must be made in writing, and signed by the appropriate signature authority from both agencies. Both parties shall execute a contract amendment reflecting such change and an equitable adjustment to the period of performance may be made if necessary.

SUSPENSION OF SERVICES

Services will not be suspended without coordinating with BFHD to find suitable facilities to relocate their response activities.

NON-WAIVER

It is agreed that no waiver of any condition in this agreement or any breach thereof shall be taken to constitute waiver of any subsequent breach.

TERMINATION OF AGREEMENT

- **For Convenience:** This Agreement may be terminated by either party 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.
- **By Mutual Agreement:** This agreement may be terminated immediately at any time by mutual agreement of both parties with a seven (7) day notice.

CAPTIONS

The captions in this agreement are for convenience only and do not in any way limit or amplify the provisions herein.

ATTORNEYS FEES

In the event legal actions is 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.

ALL WRITING CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party.

The District has caused this Agreement to be executed by the President of its Governing Board, and BFHD has caused this Agreement to be executed by its District Administrator, each of whom has authority to bind their respective entities.

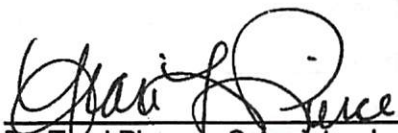
BENTON-FRANKLIN HEALTH DISTRICT



Jason Zaccaria – District Administrator

Date: 12/8/20

KENNEWICK SCHOOL DISTRICT



Dr. Traci Pierce – Superintendent

Date: December 3, 2020

STATEMENT OF WORK

Purpose of Use:

Period of Performance: Include start and end dates:

Space: Describe the space identified for use:

Access: Describe the days and hours of operation:

Mobilization/Demobilization of Space:

District Services, Facilities, Equipment and Furniture Needed:

- Food Service: _____
- Personnel: _____
- Restroom Facilities: _____
- Custodial Services: _____
- Security Services: _____
- Internet Services: _____
- Equipment: _____
- Furniture: _____
- Other: _____
- : _____

Scope of Services and Responsibilities of Each Party:

Designated Contacts: