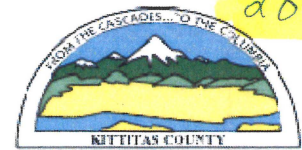


Kittitas County  
Review Form  
Grants & Contract Agreement



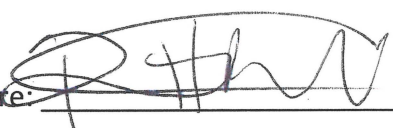
28919

Today's Date March 2, 2015	Agenda Date
Fund/Department 116-Public Health	

**Contract/Grant Information**



Contract /Grant Agency: Walter Strom Middle School	
Period Begin Date: July 1, 2015	Period End Date: June 30, 2020
Total Grant/Contract Amount	
Grant/Contract Number:	
Contract/Grant Summary: The purpose of this MOU is to establish an agreement for utilization by KCPHD of the premises as Community Point of Distribution in Kittitas County for the distribution of medical countermeasure materials.	

**Recommendation for Board of Health and Board of Health Review on \_\_\_\_\_**

Department Head Signature: 	Administrator Date: 3/2/15
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**Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:**

APPROVED AS TO FORM:

Signature of Prosecutor's Office	Date
	3/5/2015
Signature of Auditor's Office	Date
	3/12/15
Signature of Board of Health member	Date

**Financial Information**

Total Amount \$	State Funds \$	Federal Funds \$
Percentage County Funds	Matching Funds \$	CFDA#
	In-Kind \$	
	Explain	

Is Equipment being purchased?	Who owns equipment?
New Personnel being hired?	Contact HR hiring – reporting requirements
Future impacts or liability to Kittitas County:	

### Budget Information

Budget Amendment Needed?	Yes <input type="checkbox"/> attach budget form	No <input type="checkbox"/> Why not
New Division Created?		
Revenue Code		

### Pass Through Information

Agency to Pass Through	
Amount to Pass Through	\$
Sub-Contract Approved	Date:

### Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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### County Departments Impacted

Auditor	Facilities Maintenance
Information Services	Human Resource
Prosecutor	Treasurer

### Submitted

Signature:	Date:
Department:	

### Assignment of Tracking Information

Auditor's Office	
Human Resource	
Prosecutor's Office	
Who Signed the grant application	

Reviewer	Date
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*To Protect and Promote the Health and the Environment of the People of Kittitas County*

### **Memorandum of Understanding**

This Memorandum of Understanding is by and between the Kittitas County Public Health Department located at 507 N Nanum St., Suite #102 Ellensburg, WA 98926, herein after referred to as "KCPHD"

and

Walter Strom Middle School located at 2694 SR 903, Cle Elum, WA 98922, herein after referred to as the "Community Point of Distribution."

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING is to establish an agreement for utilization by KCPHD of the premises of Community Point of Distribution in Kittitas County for the distribution of medical countermeasure materials as described herein.

SCOPE OF SERVICES: Community Point of Distribution will act as a point of distribution (POD) for Kittitas County public health emergencies, disasters, or matters of general concern to the public.

RESPONSIBILITIES OF KCPHD include the following:

1. Provide medical countermeasure materials, including but not limited to:
  - a. Certain pharmaceuticals, vaccines, and/or medical supplies
2. Provide trained and credentialed volunteers.
3. Coordinate with the Kittitas County Sheriff's Office for any needed security.
4. Ensure cleanliness after using Community Point of Distribution's premises, proper disposal of garbage and that area is secured prior to completion of use of Community Point of Distribution's premises as a point of distribution.
5. Provide for Administrator or designee under incident command system to serve as a designated administrator for KCPHD performance under this memorandum of understanding.

RESPONSIBILITIES OF COMMUNITY POINT OF DISTRIBUTION include the following:

1. Ensure identified premises (parking areas) are available, at no charge, to KCPHD, for distribution of medical countermeasure materials.
2. Maintain confidentiality of any KCPHD information.

TERM: The term of this Memorandum of Understanding begins on July 1, 2015 and ends on June 30, 2020.

TERMINATION: Any party may terminate this Memorandum of Understanding by giving thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's address as indicated above.



*To Protect and Promote the Health and the Environment of the People of Kittitas County*

**INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of its officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to Kittitas County by reason of entering into this agreement except as expressly provided herein.

**VENUE AND CHOICE OF LAW:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Memorandum of Understanding, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This Agreement shall be governed by the laws of the State of Washington.

**PARTICIPATION IN SIMILAR ACTIVITIES:** This instrument in no way prohibits KCPHD from executing additional agreements with, or participating in similar activities with, other public or private agencies, organizations, and individuals.

**AMENDMENTS:** No change, addition, or erasure of any portion of this agreement shall be valid or binding upon either party. There shall be no modification of this agreement, except in writing.

**BOTH KCPHD and Community Point of Distribution** agree to provide all necessary documentation in the defense of a legal action brought against one or both parties to the Memorandum of Understanding.

**BOTH KCPHD and Community Point of Distribution** shall comply with all applicable laws of local, state, and federal governments.

**BOTH KCPHD and Community Point of Distribution** shall not discriminate against any client, patient, or use of service because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap.

THIS MEMORANDUM OF UNDERSTANDING is hereby acknowledged:

  
\_\_\_\_\_  
Kittitas County Public Health Department

4/14/15  
Date

  
\_\_\_\_\_  
Walter Strom Middle School

4-22-15  
Date