

**AMENDMENT NO. 1 TO INTERAGENCY AGREEMENT
BETWEEN
WHITMAN COUNTY HEALTH DEPARTMENT
AND
WASHINGTON STATE UNIVERSITY EMERGENCY MANAGEMENT**

THIS AMENDMENT NO. 1 TO INTERAGENCY AGREEMENT (“Amendment No. 1”) is entered into and made effective this 18th day of December, 2020 by and between the Whitman County Health Department (“WCHD”), and Washington State University, an institution of higher education and agency of the State of Washington by and through its Office of Emergency Management (“WSU”). WCHD and WSU may be jointly referred to herein as the “Parties”, and individually as a “Party”.

RECITALS

WHEREAS, the Parties previously entered into that certain Interagency Agreement (the “Agreement”) dated April 10, 2019 for the purpose of WSU providing WCHD with use of certain Space, as defined in the Agreement, in the event of a bioterrorism attack or major outbreak of disease or other emergency;

WHEREAS, WSU and WCHD are currently working together to address the COVID-19 Pandemic;

WHEREAS, COVID-19 vaccine receipt and distribution for Whitman County will be coordinated through and under the auspices of WCHD;

WHEREAS, there are multiple COVID-19 vaccines that have been developed and others that are in development, and each vaccine has its own specified storage requirements, and

WHEREAS, the Space is qualified to receive and hold COVID-19 vaccines, and WCHD desires to use the Space for such purposes, subject to the terms and conditions contained in this Amendment No. 1.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Statement of Work. The following new section shall be added at the end of the Statement of Work in the Agreement:

COVID-19 Statement of Work

Notwithstanding anything to the contrary herein, the Parties agree that this Agreement shall apply to COVID-19 vaccine receipt, distribution and related operations, regardless of whether the vaccine is designated as being part of the Strategic National Stockpile (“SNS”) or received via the SNS.

The Parties further acknowledge and agree that the various COVID-19 vaccines all have different temperature requirements for storage of the vaccines, and that these temperature requirements are likely to be different for some vaccines than set out in the initial Statement of Work. For any given vaccine, WCHD will specify the temperature storage requirements to WSU in advance of delivery of the vaccines. WSU will confirm to WCHD the availability of storage facilities meeting the specified temperature requirements prior to receipt of any vaccine. Upon receipt of a COVID-19 vaccine, WSU will use its best efforts to safely store the vaccine in accordance with the temperature requirements specified by WCHD.

The Parties further acknowledge that all removal and distribution of the vaccines from the Space to a third party shall be under the sole direction and control of WCHD.

2. Other Terms and Conditions Unchanged. Apart from the modifications and amendments set forth above, the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms of the Agreement and this Amendment No. 1, the terms of this Amendment No. 1 shall control.

3. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

4. Counterparts. This Amendment No. 1 may be signed in multiple counterparts, and by electronic signatures, each of which, when taken together, shall constitute an original.

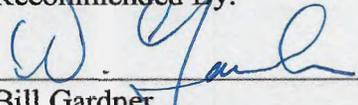
IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date and year first written above.

WCHD:
WHITMAN COUNTY HEALTH
DEPARTMENT

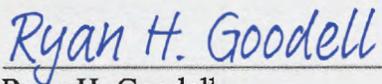

12/29/2020
Chris Skidmore, Administrator

WSU:
WASHINGTON STATE UNIVERSITY

Recommended By:


12-29-20
Bill Gardner
AVP of Public Safety

Approved By:


Ryan H. Goodell
AVP, Real Estate and Business Operations

INTERAGENCY AGREEMENT
between
WHITMAN COUNTY HEALTH DEPARTMENT
and
WASHINGTON STATE UNIVERSITY EMERGENCY MANAGEMENT

THIS AGREEMENT is made and entered into and made effective this 10th day of April, 2019 by and between the Whitman County Health Department, hereinafter referred to as "WCHD", and Washington State University, an institution of higher education and agency of the State of Washington by and through its Office of Emergency Management, hereinafter referred to as "WSU". WCHD and WSU may be jointly referred to herein as the "Parties", and individually as a "Party".

IT IS THE PURPOSE OF THIS AGREEMENT, that in the event of a bioterrorism attack or major outbreak of disease or other emergency, which would require the deployment of federal assets known as the Strategic National Stockpile ("SNS"), facilities to be used by WCHD during such an event will be required and will be known as the Regional Hub. The SNS is a cache of lifesaving pharmaceuticals, medical equipment and other medical supplies that could be deployed in the event of a terrorist attack or disease outbreak or other emergency. WCHD is in need of a reliable location to process and further deploy these assets.

THEREFORE, IT IS MUTUALLY AGREED THAT: An event that would require deployment of SNS assets would be of highest priority for the protection of the health of the people of Washington and the ability of the Public Health system to react with lifesaving assets.

STATEMENT OF WORK

In the event of an emergency that requires deployment of SNS to the jurisdiction of the WCHD, and subject to the notice provisions below, WSU, at its sole discretion, shall furnish WCHD unrestricted, non-exclusive access to and use of at least a 324 square feet of space (the "Space") within its Public Safety Building located at 2201 E. Grimes Way, Pullman, WA, or such other facilities that the Parties may mutually agree upon. WCHD shall have access to the loading docks, and the Space shall be easily accessible for a high volume of activity over a short period of time, and be temperature-controlled so as not to fall below 59° Fahrenheit or higher than 86° Fahrenheit.

WSU agrees to ensure that the required Space is cleared of all items necessary to accommodate the SNS assets within 24 hours of notification.

WSU further agrees to furnish the Space in "as is" condition without any warranties as to suitability. WCHD understands that there is no backup generator for the Space. WCHD agrees that WSU shall not be liable for any damage or destruction to WCHD's equipment or supplies, including the SNS assets, and that WCHD will be bringing such equipment and supplies into the Space at its sole risk.

WSU also agrees to maintain and provide upon request to WCHD a 24-hour a day, 7-day a

week list of contact personnel who have access to the Space. Likewise WCHD agrees to maintain and provide upon request to WSU a 24-hour a day, 7-day a week list of WCHD and or its staff having access to the Space. Such initial contact list is attached hereto in Exhibit "A".

WSU further agrees at its sole discretion to provide staff personnel, if possible, to assist WCHD with unloading and loading of trucks, including the operation of forklift trucks when appropriate and available, in support of the emergency response.

Further, the WSU agrees to participate annually in exercising the Regional Hub within the Space. WCHD will be responsible for the cost incurred by WSU associated with this exercise.

WCHD and WSU will be responsible for providing any and all security for the Space and any SNS assets. The WSU's security personnel, if any, will cooperate with WCHD security personnel.

WCHD will assume financial responsibility for all costs associated with the WCHD use of the Space including but not limited to utilities (electricity, gas, and phone) garbage removal, and cleaning, and any damages caused to the Space by WCHD.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date and year first written above and continue indefinitely unless terminated sooner as provided herein. This Agreement will be reviewed every two years for updates or modifications to terms and conditions and to verify the continued need for the Space.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The Parties have estimated that the cost of accomplishing the work herein will not exceed \$0. The Parties recognize there could be potential financial reimbursement if an emergency has been declared.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

ASSIGNMENT

Neither Party may assign or transfer, in whole or in part, its interest in this Agreement without the express prior written consent of the other Party which shall not unreasonably be withheld.

CONTRACT MANAGEMENT

The contract manager for each of the Parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for WCHD is:

Ben Stone WCHD
1205 SE Pro Mall Blvd
Pullman, WA 99163 (509)
332-6752

The Contract Manager for WSU is:

Sarah Blatner
Office of Emergency
Management
Public Safety Building
2201 E. Grimes Way Pullman,
WA 99164
(509) 335-7471

With copy to:

Real Estate Office
Attn: Executive Director
2425 E. Grimes Way
P.O. Box 641045
Pullman, WA 99164-1045

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each Party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the Parties hereto. Each Party shall be responsible for its own fees and expenses, including its attorney's fees.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

HOLD HARMLESS

WSU shall defend, protect and hold harmless the State of Washington, the department, or any employees thereof, from and against all claims, suits or action arising from any intentional or negligent act or omission of WSU in meeting its obligations under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties expressly acknowledge and agree that WSU's liability and indemnification obligation hereunder is limited to liability for indemnification for negligent acts of WSU, its employees, officers, agents, and registered volunteers in the performance of their official duties in good faith under this Agreement, and is subject the coverage limits (as to type and amount) as described in the State of Washington Self-Insurance Liability Program and the Tort Claims Act (RCW 4.92 et seq.)

WCHD shall defend, protect and hold harmless WSU any of its officers or employees thereof, from and against all claims, suits or action arising from any intentional or negligent act or omission of the WCHD in meeting its obligations under this Agreement.

INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

RECORDS MAINTENANCE

Both Parties shall make available to each other or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which they shall have kept in conjunction with this Agreement, and which either may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the this Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION

Either Party may terminate this Agreement upon 30 days prior written notification to the other Party for any reason whatsoever. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either Party violates any of these terms and conditions, the aggrieved Party will give the other Party written notice of such failure or violation. The responsible Party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved Party to the other.

WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

ALL WRITINGS 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 any of the Parties hereto.

NOTICES

All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by certified mail, return receipt requested, sent to the Parties at their respective addresses herein above given. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

WAIVER

No officer, employee, agent or otherwise of either Party has the power, right or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the other Party to hereafter enforce each and every such provision.

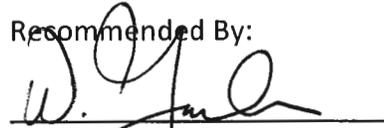
IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date and year first written above.

**Whitman County
Health Department**

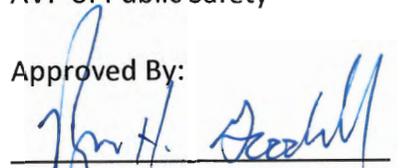


Troy Henderson, Administrator

Washington State University:

Recommended By:


Bill Gardner
AVP of Public Safety

Approved By:


Ryan H. Goodell
Executive Director, Real Estate
Services

Contact Page

Whitman County Health Department

Primary: (Contract Manager)

Ben Stone
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1205 SE Pro Mall Blvd
Pullman, WA 99163
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509-553-3000

Secondary:

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Pullman, WA 99163
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509-288-9206

Tertiary:

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509-280-3057

WSU

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509-335-7471

Christina Sanders
WSU EM
Hulbert Hall 311
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