

July 27, 2023

MEMORANDUM OF  
UNDERSTANDING BETWEEN  
THE SPOKANE PUBLIC  
LIBRARY  
&  
BETTER HEALTH TOGETHER  
&  
SPOKANE FIRE DEPARTMENT

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made by and between the Spokane Public Library, a public library operating pursuant to Chapter 27.12 RCW, located at 906 West Main Avenue, Spokane, Washington 99201 (the Library); Better Health Together, a Washington State non-profit, located at 157 S Howard, Suite 102 • Spokane, WA 99201; and the Spokane Fire Department, a department of the City of Spokane, located at 44 W. Riverside Ave., Spokane, WA 99201.

WHEREAS, this MOU concerns the siting, re-supply and maintenance of two public vending machines (each hereafter called a Vending Machine), with one to be located at the Central Branch of the Spokane Public Library at 906 West Main, Spokane, WA, 99201 and the second to be located at the fire station at 44 W. Riverside Ave.; and

WHEREAS, the purpose of the Vending Machines is to provide harm reduction supplies to the public and selected items to serve those in social need; and

WHEREAS, Spokane Public Library owns or operates and maintains real estate, buildings and other library facilities, and operates a wide variety of programs and services to provide education to the public, including social services; and

WHEREAS, Better Health Together provides strategic leadership and grant funding to support whole person health in Eastern Washington; and

WHEREAS, The Spokane Fire Department provides emergency services response and fire protection for the City of Spokane, and advocates for harm reduction as a civic need; and

WHEREAS, Spokane Public Library, Better Health Together and the Spokane Fire Department share a common interest in serving the citizens of Spokane with health and social supports; and

WHEREAS, Spokane Public Library, Better Health Together and the Spokane Fire Department are interested in exploring a long-term partnership for expanded and enhanced health and social supports opportunities for the public.

NOW, THEREFORE, based on the foregoing, the parties enter into the following Agreement:

Section 1. Purpose. Spokane Public Library, Better Health Together and the Spokane Fire Department enter into this MOU in order to house one Vending Machine at the

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Central Branch of the Spokane Public Library (“Library Location”) and one Vending Machine at the Spokane Fire Department at 44 W. Riverside Ave. (“Fire Department Location”), beginning on 9/1/23 and to conclude on 9/1/25.

Section 2. Background. As is the case for many U.S. urban areas, drug abuse in the City of Spokane is a chronic and challenging reality. While widespread across many neighborhoods, it is particularly concentrated in the downtown area of the city, affecting retail businesses, the hospitality industry, first-responders, housing and community services. Due to the recognized need for ‘harm reduction’ health supplies in the downtown Spokane area, the location of a unique Vending Machine has been recommended at the Library Location and the Fire Department Location. At each of these locations, a wide variety of citizens with numerous health and social needs are continuously served. Harm Reduction is defined by the National Institutes of Health as ‘interventions aimed to help people avoid negative effects of drug use.’

Section 3. Partnership Responsibilities. The parties' respective responsibilities this MOU are as follows:

- A. Better Health Together will provide the capital investment for the Vending Machine equipment and have the sole responsibility for its installation and ongoing repair and/or maintenance costs, including damage or destruction from vandalism, except to the extent caused by the acts or omissions of another party hereto or its staff, employees, officers, agents and independent contractors, in which case, the repair or replacement shall be the responsibility of such party at its sole cost and subject to indemnity under Section 10 of this MOU; and
- B. Each of Spokane Public Library and the Spokane Fire Department will provide a protected location at the Library Location and the Fire Department Location, as applicable, and handle building maintenance for the location, and security monitoring; and
- C. The parties, with respect to each location as applicable, will cooperate on planning and replenishing items distributed by the Vending Machine at such location, according to the health, and social needs of the community; the provisioning of the Vending Machines is not the responsibility of the Library or the Spokane Fire Department. Better Health Together will be allowed access to Vending Machines by each party for purposes of complying with its obligations under this MOU, and for inspecting, repairing and replacing each of the applicable Vending Machines; and
- D. Better Health Together will take the lead on all grant requests associated with the Vending Machines; and
- E. With respect to each Vending Machine, Better Health Together and the Library and the Spokane Fire Department, as applicable with respect to the Vending Machine at such party’s location, will collaborate on the marketing of the Vending Machine, so as to create a positive and clear public health message to the public. All messaging concerning the Vending Machine, including artwork, exterior cladding (wrap) or artwork, should clearly communicate Library Funds and Spokane Fire Department funds are not being used for the Vending Machine at such party’s location. Better Health Together and each of the Library and Spokane Fire Department with respect to the Vending Machine located at such party’s location, will approve any artwork or wrap on the applicable Vending Machine; and

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- F. The parties will collaboratively engage learning opportunities for the public relating to the Vending Machines; and provide regular reports on the usage of the machine to the three parties; and
- G. Spokane Public Library, Better Health Together and the Spokane Fire Department will provide sufficient cross-training to respective staff to foster a seamless experience for Vending Machine users.

Section 4. Duration. This MOU shall begin on 9/1/2023 and continue until 9/1/2025. Extending the terms of the MOU will be at the sole discretion of Spokane Public Library as the owner of the location after review of usage and effectiveness of the Vending Machine.

Section 5. Termination. This MOU may be terminated by any of the three above parties at any time without cause by delivering written notice of termination to the non-terminating party at least thirty days prior to the effective date of any termination. Upon such termination, Better Health Together may retrieve the Vending Machines.

Section 6. Insurance. During the term of the contract, Better Health Together shall maintain in force at its own expense, the following insurance:

- A. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$500,000
- B. General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under this contract. It shall provide that the Library and the City of Spokane, their officers, employees and agents are additional insureds but only with respect to the Contractor's services to be provided under the contract; and
- C. Property insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Property Hazard or XCU (Explosion, Collapse, Underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the Library.

As evidence of the insurance coverages required by this contract, Better Health Together shall furnish acceptable insurance certificates to the Library at the time Better Health Together returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to Library's acceptance. If requested, complete copies of insurance policies shall be provided to the Library. Better Health Together shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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Section 7. Notice of Non-Compliance - Opportunity to Cure. In the event of non-compliance with any provision of this MOU, the non-breaching party shall notify the other party in writing of the event or practice the non-breaching party believes does not comply with this MOU. The other party shall, within fifteen (15) days from receipt of the notice of non-compliance, either correct the non-compliance or show cause to the non-breaching party that the other party is in compliance. In the event the allegedly breaching party fails to comply within this time period, the non-breaching party may, at its option, terminate this MOU and the relationship described herein in addition to seeking other rights and remedies available at law or in equity, including recovery of attorneys' fees and costs from the breaching party or parties.

Section 8. Assignment. This MOU shall be binding upon the Parties, their successors and assigns. Neither Party may assign, transfer, or subcontract, in whole or in part, its interest in this MOU without the prior written consent of the other Party.

Section 9. Anti-Kickback. No officer or employee of the parties, having the power or duty to perform an official act or action related to this MOU, shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this MOU.

Section 10. Indemnification. Each party to this MOU shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents and independent contractors. Each party shall furthermore defend and hold harmless the other party from any and all claims, damages, and liability of any kind arising from third party claims resulting from any breach of a parties' staff, employees, officers, agents and independent contractor's obligations of confidentiality under this MOU.

Section 11. Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this MOU because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

Section 12. Entire Agreement and Amendment. This MOU represents the parties' entire agreement with respect to the matters specified herein.

Section 13. Governing Law and Venue. It is understood that this MOU shall be governed by and construed under and in accordance with the laws of the State of Washington. Venue for any actions arising under this MOU shall be in the County of Spokane, Washington.

Section 14. Severability. Any provision of the MOU which is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions thereof.

Section 15. Force Majeure. The parties hereto will not be held responsible for delay of failure to perform herein when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public carries, labor disputes, or other circumstances which cannot be forecast or provided against.

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**Section 16. Execution and Approval.** The parties represent and warrant that the signatories executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this MOU.

**Section 17. Contact Information.** Representatives and their contact information, for each party, are as follows:

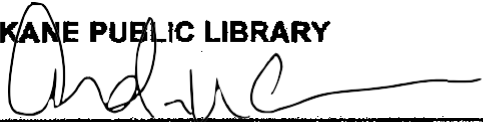
A For the Spokane Public Library, contact: Andrew Chanse, Executive Director, Spokane Public Library, 906 West Main Avenue, Spokane, WA, 99201;

B. For Better Health Together, contact: Alison Poulsen, Executive Director, 157 S Howard, Suite 102, Spokane, WA 99201

C. For Spokane Fire Department, contact: Brian Schaeffer, Fire Chief, 44 W. Riverside Ave., Spokane, WA 99201

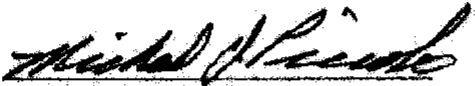
The parties hereto have executed this MOU as of the dates below.

**SPOKANE PUBLIC LIBRARY**

By:  Date: 6/27/23

(Name) Andrew Chanse

(Title) Executive Director

Approved as to form: 

Assistant City Attorney

**BETTER HEALTH TOGETHER**

By:  Date: 7/28/2023

(Name) Alison Poulsen

(Title) Executive Director

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(Title) Fire Chief

SPOKANE FIRE DEPARTMENT

By: *Brian P. Schaeffer*

Date: July 28, 2023

(Name) Brian Schaeffer

(Title) Fire Chief