

## Executive Summary Form

### Agenda Number: HLT— Public Health Emergency Preparedness Program-CHSS

#### **Recommendation:**

Approve the new Memorandum of Understanding between Fry's Food Store in Sierra Vista and Cochise County for the purpose of providing mass distribution of vaccinations or medications in the event of a disaster or emergency to Fry's employees and their families utilizing a closed point of dispensing method.

#### **Background (Brief):**

Since February of 2009 the Board of Supervisors has sanctioned 45 original Memoranda of Understanding between various local agencies and Cochise County's Public Health Emergency Preparedness Program. The purpose and intent of all these MOU's is to enhance the public health emergency preparedness of our community through engagement of local partners in providing space or services to assist the County in emergency situations. This Fry's MOU is the first closed point of dispensing MOU in the County.

This Fry's Food Store MOU has been reviewed and approved by the County Attorney's Office and their assistance with this effort is greatly appreciated.

#### **Fiscal Impact & Funding Sources:**

Since this is a grant funded endeavor, there is no additional fiscal impact to the County.

#### **Impact of Not Approving:**

PHEP would not be able to provide mass distribution of vaccinations or medications in the event of a disaster or emergency to Fry's employees and their families utilizing a closed point of dispensing method.

*Submitted 12/12/12  
Elizabeth Lueck  
Public Health Emergency Preparedness  
Program Director*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN COCHISE HEALTH & SOCIAL SERVICES AND**

**Fry's Food Store #59**

This Memorandum of Understanding ("MOU") is entered into between Cochise County, a political subdivision of the State of Arizona, hereinafter referred to as "County", and Fry's Food Store in Sierra Vista, whose facility is located in Cochise County, Arizona, hereinafter referred to as "Fry's".

**WHEREAS**, the County is tasked by statute with responding to intentional and/or natural incidents affecting significant portions of the population resulting in the need for mass prophylaxis and the Fry's desires to provide assistance to such victims of the community; and

**WHEREAS**, for the purpose of this MOU, the County desires to provide mass distribution of medications or vaccinations and health-related information to the Fry's employees and their families shall utilize the Fry's establishment as a closed point of dispensing (POD) for this distribution.

**NOW, THEREFORE**, the parties agree as follows:

**A. The County Shall:**

1. Designate the principal contact person for this MOU as:

Title: Public Health Emergency Preparedness Director  
Address: 1415 Melody Lane, Building A, Bisbee, AZ 85603  
Phone numbers: 520-432-9430 or 520-432-9437 or emergency contact  
after hours 1-800-423-7271

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

2. Notify the contact person designated by Fry's, as soon as practicable, upon determination of the need to for prophylaxis as set out in this MOU.
3. Provide environmental health sanitation inspections for the Fry's facility.
4. Provide POD set-up logistics and set distribution schedule.
5. Provide medications and/or vaccinations and health-related information, during a public health event to Fry's employees and their families.

6. Adhere to federal and state mandated directives for the dispensing of medications or vaccinations in accordance with the emergency event guidelines.

**B. Fry's Shall:**

1. Designate the principal contact person for this MOU as:

Title: (Store Mngr): STEVE BOND (or current store manager)

Address: 4351 E. Hwy 90, Sierra Vista, AZ 85635

Phone numbers: 520-458-0989

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

2. Provide appropriate tables, chairs, privacy barriers, waste disposal, etc, as required to implement the set-up of a closed POD during a public health event.
3. Allow use of Fry's usual parking lot spaces for the closed POD event.
4. Provide facilities as long as emergency situation warrants for the duration of the POD.
5. Provide facilities to include, but not be limited to, a site with adequate space, utilities, sanitation, and POD staff break room with the ability to support emergency medication or vaccination dispensing services for Public Health emergency events in Cochise County.

**C. Term**

The initial term of this MOU shall be for five (5) years, and the agreement shall be automatically renewed for additional five (5) year periods at the end of each five (5) year term, unless otherwise terminated pursuant to paragraph E.

**D. Agreement Amendment**

The parties to this MOU may amend, modify, or supplement this MOU in writing at any time by mutual consent. All other unaffected provisions set forth in this MOU shall remain in effect.

**E. Termination**

Either party may terminate this MOU at any time, with thirty (30) days notice in writing, to the other party. Such notice shall be given by personal delivery or by registered or certified mail at the other party's official mailing address.

**F. Insurance**

The County agrees to maintain liability insurance coverage, and to immediately inform the other party of a cancellation or decrease in coverage. Fry's agrees that it will maintain all existing liability insurance coverage for all of its personnel, land, buildings, equipment and physical assets applicable to the function of this MOU during the time when this MOU is in force and utilized.

**G. Indemnity**

Each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys fees, arising out of bodily injury or death of any person, or any property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are not caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers in the performance of this MOU.

**H. Licensure**

Fry's agrees to maintain all current licenses and permits applicable to the function of this MOU during the time when this MOU is in force and utilized. If required, County shall obtain emergency licenses or permits required for its operations.

**I. Miscellaneous Provisions**

1. **Assignment.** This MOU is non-assignable in whole or in part by either party without the written consent of the other party.
2. **Authority of Signatory.** Each individual executing this MOU on behalf of either party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the County or Fry's.
3. **Cancellation.** This MOU is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

4. **Entire Agreement.** This MOU and any attachments represent the entire agreement between the parties and supersede all prior negotiations, representations or agreements, whether express or implied, written or oral.
5. **Governing Law and Venue.** The terms and conditions of this MOU shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in the Superior Court of Cochise County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for on account of the breach of any term or conditions of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.
6. **Incorporation of Documents.** All documents referred to in this MOU are hereby incorporated by reference into the MOU.
7. **Integration.** This MOU contains the entire arrangement between the parties. No statement, promise or inducement made by either party that is not contained in this written MOU and signed by both parties shall be valid or binding.
8. **No Third Party Beneficiaries.** Only the parties may enforce this MOU. The parties do not intend through this MOU to confer enforceable rights on any non-party and do not intend to create any third party beneficiaries to this MOU.
9. **Notices.** Any notice or demand under this MOU from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally or deposited in a U.S. mailbox, in a stamped envelope addressed to the other party's official business address provided herein. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change.

**Cochise Health & Social Services**  
**Elizabeth Lueck B.S., M(ASCP)**  
**PHEP Program Director**  
**1415 Melody Lane Building A**  
**Bisbee, AZ 85603**  
**(520) 432-9437**

**Fry's Food Store**  
**Norman E. Barnett, CP-FS**  
**Food Safety Specialist**  
**Fry's Food Stores**  
**4351 E. Hwy 90**  
**Sierra Vista, AZ 85635**  
**602-442-9011**

10. **Section Headings.** Captions and section headings used herein are for convenience only, are not a part of this MOU, shall not be deemed to limit or alter any provisions hereof, and shall not be deemed relevant in construing this MOU.
11. **Severability.** The provisions of this MOU shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions.
12. **Waiver of Terms and Conditions.** The failure of either party to insist on any one or more instances of performance of any of the terms of conditions of this MOU or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU on the date and year specified below.

DATED: \_\_\_\_\_

**COCHISE COUNTY:**

\_\_\_\_\_  
Richard R. Searle, Chairman  
Board of Supervisors

**ATTEST:**

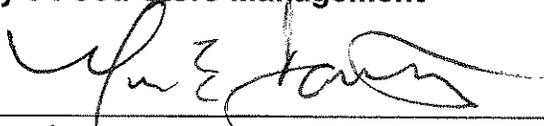
\_\_\_\_\_  
Katie A. Howard, Clerk of the Board

**APPROVED AS TO FORM:**

  
Terry Bannon, Deputy County Attorney

DATED: 12-10-12

**Fry's Food Store Management**

  
Signature  
Division Food Safety Specialist