


Stanwood Camano School District

TO: BOARD OF DIRECTORS

FROM: STEVE LIDGARD, EXECUTIVE DIRECTOR – BUSINESS SERVICES 

SUBJECT: MEMORANDUM OF AGREEMENT– SNOHOMISH HEALTH DISTRICT

DATE: APRIL 17, 2018

TYPE: ACTION NEEDED

Attached is a copy of a Memorandum of Agreement concerning emergency use of facilities. In 2006, the school district signed an agreement with the health district to use Stanwood Middle School during a public health emergency either for dispensing pills or as a mass vaccination center. This agreement will continue this arrangement for five years.

Recommendation:

We recommend the board **move to approve the Memorandum of Agreement with the Snohomish Health District concerning Emergency Use of Facilities**

MEMORANDUM OF AGREEMENT
Between
Stanwood-Camano School District
And Snohomish Health District
Concerning
EMERGENCY USE OF FACILITIES

1. Purpose. This Memorandum of Agreement (“Agreement”) is made and entered effective on the last date executed below between Stanwood-Camano School District and the Snohomish Health District (SHD). The parties mutually desire to reach an understanding that will result in making Stanwood Middle School available to SHD for use during an emergency requiring mass immunization or antibiotic clinics. With the full execution of this Agreement, Stanwood Middle School will be recognized as a potential designated site for selected emergency operations by SHD.

2. Recitals.

- a) To help fulfill its role of preparing for and providing immediate response to disasters or other emergencies, SHD, in conjunction with other Snohomish County entities, provides emergency mass clinic services on behalf of individuals and families who are victims of or otherwise affected by disasters or other emergencies.
- b) Stanwood-Camano School District is authorized to permit SHD Stanwood Middle School as a mass distribution center for pharmaceuticals or mass vaccination center, and desires to cooperate with SHD for such purposes.

3. Use of Facility.

In consideration of the mutual benefits, promises, and undertakings set forth herein, the parties mutually agree as follows:

- a) Stanwood-Camano School District will permit SHD, to the extent of its ability and upon request, to use the facility as a mass distribution center for distribution of pharmaceuticals and/or a mass vaccination center. Such use and occupancy shall be limited to necessary and appropriate portions of the facility and grounds.
- b) SHD agrees that it shall exercise reasonable care in the conduct of its activities in the facility and further agrees to replace or reimburse the facility for any supplies used by SHD in the conduct of its activities at the facility or for any damages it may cause. SHD agrees to coordinate with the Snohomish County Chapter of the American Red Cross to ensure adequate mass shelter, mass distribution, and vaccination space is available should the facility be needed for these purposes.
- c) SHD will disinfect tables, counter surfaces and other potentially contaminated surfaces used for clinic purposes with a bleach solution (1 tbsp bleach per 1 gallon of water and allow to air dry) prior to returning the site for school district use.
- d) SHD shall hold harmless, indemnify and defend Stanwood-Camano School District from and against any and all claims, actions, suits, liability, loss, expenses, damages

and judgments of any nature, whatsoever, for injury, disability, death to persons, or damage to property or business, caused by or arising out of SHD's actions or inactions arising out of this contractual relationship at the above-referenced premises.

Stanwood-Camano School District agrees to appoint a designated representative to serve as liaison to SHD for all purposes under this Agreement, and to notify SHD in writing of the name, address, telephone number, email address, and emergency after hours contact information for the liaison. Stanwood-Camano School District further agrees to inform SHD by written notice within 5 days of any change in the designated representative or the contact information for said representative.

- e) Stanwood-Camano School District agrees to inform SHD at least 60 days in advance of any change in ownership of property that would affect this agreement.
- f) SHD and Stanwood-Camano School District agree to separately maintain their own errors and omissions coverage, with limits of not less than \$2 million per occurrence, \$3 million annual aggregate. In addition, SHD and Stanwood-Camano School District agree to maintain commercial general liability, with limits of not less than \$2 million per occurrence. If the District self-insures against such liability, then such self-insurance shall be deemed to satisfy the requirements of this paragraph.
- g) This Agreement shall be valid for five years from the last signature date below, unless the parties agree to a different term in writing executed by both parties.
- h) SHD and Stanwood-Camano School District acknowledge and agree that, in the event an emergency is declared pursuant to RCW 38.52 et seq. or other local, state or federal legal authority, then to the extent that local, state or federal law applicable in such emergency contradicts or differs from the rights of the parties as set forth herein, then such law(s) shall control the rights, duties and obligations of the parties to one another and shall supercede this Agreement.
- i) SHD will make every effort to avoid damage to Stanwood-Camano School District's facility during emergency use. In the event SHD uses Stanwood-Camano School District and no declaration of emergency is issued by the state or federal authorities, then SHD agrees to cause to repair or reimburse Stanwood-Camano School District reasonable costs to repair the facility damaged by SHD use or occupancy. Should any federal, state, or local law provide for liability for property damage in such manner that SHD would not be liable, then that law shall supercede this paragraph. In the event a declaration of emergency is issued by the state, then RCW 38.52.180 shall control liability for property damage.

4. Scope of Use. Stanwood-Camano School District shall be used for the purposes enumerated under Section 3(a) of this Agreement at the discretion of the SHD Health Officer or his or her designee. Said use shall be initiated by written notice from SHD to Stanwood-Camano School District prior to or coincident with usage. Said use shall be terminated by written notice from SHD to Stanwood-Camano School District as soon as is practical following passage of the emergency event. Stanwood-Camano School District shall have the right to terminate SHD's use or occupancy of its facility upon (5) days written notice should Stanwood-Camano School District determine that SHD's use or occupancy substantially interferes with Stanwood-Camano School District's programs.

5. Termination. This agreement may be terminated by either party with 60 days written notice.

IN WITNESS THEREOF, Stanwood-Camano School District has caused this Agreement to be executed by its Superintendent or designee, and SHD has caused this Agreement to be executed by its Health Officer, each of whom have authority to bind their respective entities.

Jefferson Ketchel
Administrator

Jean Shumate, Ed.d.
Superintendent

Date: _____

Date: _____