

MEMORANDUM OF AGREEMENT
Between
Stanwood Camano School District #401
And Island County Health Department
Concerning
EMERGENCY USE OF FACILITIES

1. **Purpose.** This Memorandum of Agreement ("Agreement") is made and entered effective on the last date executed below between the Stanwood Camano School District Board of Directors on behalf of the Stanwood Camano School District # 401 ("District"), and the Island County Health Department ("ICHD"). The parties mutually desire to reach an understanding that will result in making the District's physical facilities and grounds ("District's Facility") available to ICHD for use during emergencies.

2. **Recitals.**

a) To help fulfill its role of preparing for and providing immediate response to disasters or other emergencies, ICHD, in conjunction with other Island County and regional entities, provides emergency services on behalf of individuals and families who are victims of or otherwise affected by disasters or other emergencies.

b) The District is authorized to permit ICHD to use District's Facility as a mass distribution center for pharmaceuticals, mass vaccination center, or other emergency use in the conduct of ICHD activities, and desires to cooperate with ICHD for such purposes.

3. **Use of District Facility.**

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

a) The District agrees that, after meeting responsibilities to its constituents, it will permit, to the extent of its ability and upon request by ICHD, ICHD to use the District's Facility as a mass distribution center for distribution of pharmaceuticals, mass vaccination center, or other emergency purpose.

b) ICHD agrees that it shall exercise reasonable care in the conduct of its activities in the District's Facility and further agrees to replace or reimburse the District for any food or supplies used by ICHD in the conduct of its activities at the District's Facility.


c) ICHD and the District agree to defend, hold harmless, and indemnify each other against any and all legal liability related to the bodily injury, death, property damage, or other damage arising out of the negligence of the other party occurring during ICHD's use of the District's Facility under this Agreement.

- d) The parties agree to maximize usefulness of the District's Facility through the Coordination of the use of available resources and staff within the District's Facility.
- e) The District agrees to appoint a designated representative to serve as liaison to ICHD for all purposes under this Agreement, and to notify ICHD in writing of the name, address, telephone number, email address, and emergency after hours contact information for the liaison.
- f) ICHD and the District agree to separately maintain their own errors and omissions coverage, with limits of not less than \$1 million per occurrence, \$3 million annual aggregate. In addition, ICHD and the District agree to maintain commercial general liability, with limits of not less than \$1 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 July 1, 2020 to June 30, 2025, unless the parties agree to a different term in writing executed by both parties.
- h) ICHD and the District acknowledge and agree that, in the event an emergency is declared pursuant to RW 38.5 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 supersede this Agreement.


4. **Scope of Use.** The District's Facility shall be used for the purposes enumerated under Section 3(a) of this Agreement at the discretion of the ICHD Health Officer or his or her designee (as provided in section 3.A). Said use shall be terminated by written notice from ICHD to the District.

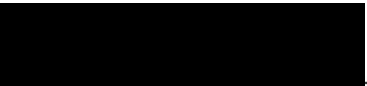
IN WITNESS THEREOF, the District has caused this Agreement to be executed by the President of its Governing Board and ICHD has caused this Agreement to be executed by its Health Services Director each of whom has the authority to bind their respective entities.

FOR STANWOOD CAMANO SCHOOL DISTRICT

 6/16/2020
 Jean Shumate, Ed.D. Date
 Printed Name and Title Superintendent

FOR ISLAND COUNTY, WASHINGTON:

 9/23/20
 Keith Higman, MPH Date
 Health Services Director
 Island County Health Department

 09-15-20
 Jill Johnson, Chair Date
 Island County Board of Health