

RESOLUTION NO. 07-06
EDMONDS SCHOOL DISTRICT #15
SNOHOMISH COUNTY, WASHINGTON

AUTHORIZE INTERLOCAL COOPERATIVE AGREEMENT
WITH THE SNOHOMISH HEALTH DISTRICT

WHEREAS, RCW 39.34, the Interlocal Cooperative Act, provides for interlocal cooperation between governmental agencies;

WHEREAS, the Snohomish Health District, 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;

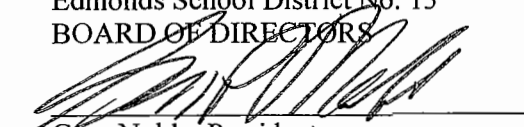
WHEREAS, Edmonds School District #15 is authorized to permit Snohomish Health District to use areas of Mountlake Terrace High School and/or Meadowdale High School as mass distribution centers for pharmaceuticals or mass vaccination center, and desires to cooperate with Snohomish Health District for such purposes, if required in conjunction with the declaration of a state of emergency by the Governor of the State of Washington, for areas including Snohomish County, or a local proclamation for emergency by the Snohomish County Executive requiring the need for mass immunization or antibiotic clinics;

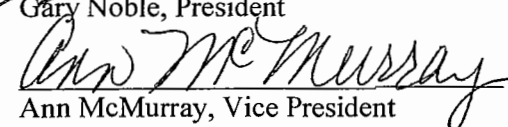
NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Edmonds School District #15, Snohomish County, as follows:

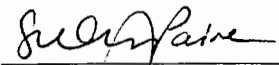
1. That an interlocal cooperative agreement be formed between the Edmonds School District #15 and the Snohomish Health District, for the purpose of using areas of Mountlake Terrace High School and/or Meadowdale High School as mass distribution centers for pharmaceuticals or mass vaccination center.
2. That the Superintendent or designee of Edmonds School District #15, Snohomish County, Washington, is hereby designated as representative to the interlocal cooperative agreement, and the Superintendent or designee is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

ADOPTED by the Board of Directors of Edmonds School District #15, Snohomish County, Washington, at a regular meeting thereof this 13th day of February, 2007.

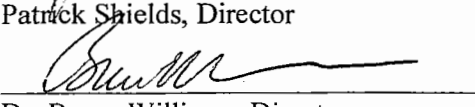
Edmonds School District No. 15
BOARD OF DIRECTORS


Gary Noble, President



Ann McMurray, Vice President


Susan Paine, Legislative Director


Patrick Shields, Director


Dr. Bruce Williams, Director

ATTEST:


Nick Brossoit
Secretary of the Board

INTERLOCAL AGREEMENT
Between
Edmonds School District
and Snohomish Health District
Concerning
EMERGENCY USE OF FACILITIES

1. Purpose. This Interlocal Agreement (“Agreement”) is made and entered effective on the last date executed below between Edmonds School District (ESD) and the Snohomish Health District (SHD).

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34RCW provides for interlocal cooperation between government agencies, and;

WHEREAS, the parties mutually desire to reach an understanding that will result in making areas of Mountlake Terrace High School and/or Meadowdale High School specified below available to SHD for use as mass immunization or antibiotic clinics if required in conjunction with the declaration of a state of emergency by the Governor of the State of Washington, for areas including Snohomish County, or a local proclamation for emergency by the Snohomish County Executive requiring the need for mass immunization or antibiotic clinics and;

WHEREAS, with the full execution of this Agreement, ESD will be recognized as a potential designated site for selected emergency operations by SHD.

NOW THEREFORE, the parties agree as follows:

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) ESD is authorized to permit SHD to use areas of Mountlake Terrace High School and/or Meadowdale High School specified in paragraph 3 below as mass distribution centers 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) ESD 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 the gymnasium and

the food serving and preparation areas at Mountlake Terrace High School and Meadowdale High School. This includes use of refrigeration units except those where bulk inventory of food supplies are stored.

- 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 ESD 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 ESD use. If unable to do so, or if not done to the satisfaction of ESD, ESD shall perform the necessary clean up and invoice SHD for such costs, which SHD agrees to pay within 30 days of the date of the invoice.
- d) SHD shall hold harmless, indemnify and defend ESD 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. ESD agrees to appoint its Safety and Loss Control Specialist 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. ESD 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) ESD agrees to inform SHD at least 60 days in advance of any change in ownership of property that would affect this agreement.
- f) SHD agrees to maintain errors and omissions coverage, with limits of not less than \$2 million per occurrence, \$3 million annual aggregate. In addition, SHD agrees to maintain commercial general liability, with limits of not less than \$2 million per occurrence. ESD does not seek to hold SHD responsible for the ESD's acts or omissions; rather, the ESD seeks to make certain that the ESD is not held responsible and liable for SHD's acts or omissions. Accordingly, the ESD is requiring the SHD to carry general liability, auto liability, errors & omissions liability, and medical professional liability insurance with limits of not less than \$1,000,000 per occurrence. Additionally, the ESD is requiring the issuance of a *Certificate of Insurance* and an *Additional Insured Endorsement* naming the ESD as a *Certificate Holder* and as a *Primary, Noncontributing Additional Insured* on the required insurance policy(s).
- 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 ESD 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.

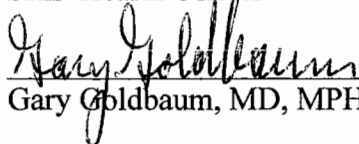
- i) SHD will make every effort to avoid damage to ESD's facility during emergency use. In the event SHD uses ESD in conjunction with a declaration of emergency issued by the state or federal authorities, then SHD agrees to cause to repair or reimburse ESD for all costs to repair the facility damaged by SHD use or occupancy. If unable to do so, or if not done to the satisfaction of ESD, ESD shall perform the necessary repairs and invoice SHD for such costs, which SHD agrees to pay within 30 days of the date of the invoice.
- j) 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. ESD 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 ESD prior to or coincident with usage. Said use shall be terminated by written notice from SHD to ESD as soon as is practical, but no later than ten (10) days following the lifting of the declaration of state of emergency. ESD shall have the right to terminate SHD's use or occupancy of its facility upon (5) days written notice should ESD determine that SHD's use or occupancy substantially interferes with ESD's programs.

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

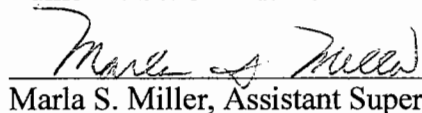
IN WITNESS THEREOF, ESD has caused this Agreement to be executed by its Superintendent or designee, and SHD has caused this Agreement to be executed by its Health Officer, each of whom have authority to bind their respective entities.

SHD Health Officer



Gary Goldbaum, MD, MPH

Edmonds School District



Marla S. Miller, Assistant Superintendent

Date: 2/28/07

Date: 3/7/07