Stanwood Camano School District

TO:	BOARD OF DIRECTORS
FROM:	STEVE LIDGARD, EXECUTIVE DIRECTOR – BUSINESS SERVICES
SUBJECT:	INTERLOCAL AGREEMENT– SNOHOMISH HEALTH DISTRICT
DATE:	FEBRUARY 2, 2021
TYPE:	ACTION NEEDED

Attached is an interlocal agreement between the Snohomish Health District and the Stanwood Camano School District concerning alternate care facilities and dispensing sites for community medical emergencies. This will help the Health District fulfill its role in preparing for and providing immediate response to disasters or other emergencies.

Since 2006, the Snohomish Health District and School District have had a memorandum of understanding for emergency use of facilities.

Recommendation:

We recommend the board **move to approve the Interlocal Agreement with the Snohomish Health District concerning alternate care facilities and dispensing sites for community medical emergencies.**

INTERLOCAL AGREEMENT BETWEEN
Snohomish Health District and
Stanwood-Camano School District
Concerning
Alternate Care Facility and Dispensing Sites for Community Medical Emergencies

This Interlocal Agreement ("Agreement") is made and entered effective on the last date executed below between the Snohomish Health District ("SHD") and Stanwood-Camano School District ("Facility Owner") for use during an emergency requiring an alternate care facility for outpatient or in-patient medical service delivery, WITNESSES THAT:

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

WHEREAS, 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, and;

WHEREAS, Facility Owner is authorized to permit SHD to use Stanwood Camano School District as Alternate Case Facilities as specified in paragraph 2 below, and desires to cooperate with SHD for such purposes, and;

WHEREAS, the parties mutually desire to reach an understanding that will result in making areas of use Stanwood Camano School District available to SHD for use during an emergency as an Alternate Care Facility, if required in conjunction with declaration of a state of emergency by the President of the United States or the Governor of the State of Washington, for areas including Snohomish County, or a local proclamation for emergency by Snohomish County Executive requiring the need for public health services, such as, but not limited to, mass immunization, antibiotic clinics, or community based testing;

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties mutually agree as follows:

1. **Scope of Use.** Facility Owner facilities shall be used for the purposes of an Alternate Care Facility in the event of an emergency at the discretion of the SHD Health Officer or his or her designee. Said use shall be initiated by written notice from SHD to Facility Owner prior to or coincident with usage. Said use shall be terminated by written notice from SHD to Facility Owner as soon as is practical following passage of the emergency event, but no later than ten (10) days following the lifting of the declaration of state of emergency. Facility Owner shall have the right to terminate SHD's use or occupancy of its facility upon (5) days written notice should Facility Owner determine that SHD's use or occupancy substantially interferes with Facility Owner programs.

2. Use of Facility.

a) In the event of an emergency, SHD will determine whether an Alternative Care Facility is needed in the north Snohomish County area and which of the above-named facilities is best suited for the particular need.
   a. To the extent SHD is able, SHD will specify with the request to use the facilities:
      i. The anticipated duration of the response
      ii. The anticipated hours of operation
      iii. The anticipated operational use of provided facilities

b) Facility Owner will permit SHD, to the extent of its available resources and ability, and upon request, to use the selected facility(s) as an Alternate Care Facility.

c) SHD agrees that it shall exercise reasonable care in the conduct of its activities in the facility and further agrees to replace or reimburse Facility Owner for any supplies used by SHD in the conduct of its activities at the facility or for any damages it may cause.

d) 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. If unable to do so, or it not done to the satisfaction of Facility Owner, Facility Owner 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.

e) Representatives from Facility Owner and SHD will do a walk-through of the clinic site before the clinic is set up and activated to document any pre-existing damage. A walk-through will also be completed at the close of the clinic to determine and agree upon the extent of any damages. SHD will make every effort to avoid damages to Facility Owner's facility during emergency use. In the event SHD uses Facility Owner in conjunction with a declaration of emergency issued by the state or federal authorities, then SHD agrees to cause of repair or reimburse Facility Owner 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 Facility Owner, Facility Owner 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. Any disagreement about responsibility of repair costs will be resolved by an independent arbitrator, to be jointly selected by Facility Owner and SHD and paid for by SHD.

f) 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 supersede 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.

g) Facility Owner agrees to inform SHD at least 60 days in advance of any change in ownership of property that would affect this agreement.

3. **Indemnity**. Facility Owner shall indemnify, defend, and hold harmless SHD from and against claims, suits, and/or other actions arising from negligent or intentional act or omission of its employees, agents, and/or authorized contractors while performing this Agreement. SHD shall indemnify, defend, and hold harmless Facility Owner from and against claims, suits, and/or other actions arising from negligent or intentional act or omission its employees, agents, and/or authorized contractors while performing this Agreement.

4. **Insurance**. Both parties agree to provide insurance coverage through an insurance or self-insurance program authorized under Chapter 48.62 RCW or as follows below:

a. **Minimum Scope of Insurance**

(1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01.

(2). Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. SHD shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for SHD using an additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

(3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. **The minimum insurance limits shall be as follows:**

(1) Comprehensive General Liability. Insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit.

(2) Automobile Liability. $1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Professional Liability/Consultant's Errors and Omissions Liability. $1,000,000 per claim and $1,000,000 as an annual aggregate.

e. **Notice of Cancellation**. In the event an insured receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the insured shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the other party.

f. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

g. Failure to Maintain Insurance Failure on the part of **either party to** maintain the insurance as required shall constitute a material breach of contract, upon which **either party** may, after giving five business days' notice **to** correct the breach, **may** immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid on demand.

5. **Term.** Agreement shall be valid for three years from the last signature date below, unless terminated sooner pursuant to section 7 below or if the parties agree to a different term in writing executed by both parties.

6. **Safeguarding of Information.** Both Parties agree that they shall not use or disclose:
   - Personal information gained by reason of this agreement or
   - Information that may be classified as confidential for any purpose not directly connected with the administration of this agreement except
     1. With prior written consent of the owner of the information or
     2. As may be required by law

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

8. **Notices**.

Notices to SHD shall be sent to the following address:

Shawn Frederick
3020 Rucker Ave., Suite 306
Everett, WA 98201
425.339.8687
sfrederick@snohd.org

Notices to the Facility Owner shall be sent to the following address:

Steve Lidgard
Executive Director of Business Services
26920 Pioneer Highway
Stanwood, WA 98292-9548
360.629.1216

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

Facility Owner 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. Facility Owner 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.

9. Severability.

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

10. Disputes. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

11. Fair Meaning. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. PROVIDED that both parties 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 supersede this Agreement.

13. Venue. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

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

Snohomish Health District	Stanwood-Camano School District
_____	_____
Shawn Frederick Administrative Officer	Jean Shumate Superintendent
Date: _____	Date: _____