

## STATEMENT OF AGREEMENT

Between

Ocean Beach School District

And

Pacific County, through the Pacific County Public Health and Human Services Department,  
Concerning

### USE OF FACILITIES AS MASS DISTRIBUTION/MASS VACCINATION CENTERS

**1. Purpose.** This agreement is made and entered into between the Ocean Beach School District, hereafter referred to as DISTRICT, and Pacific County, through the Pacific County Public Health and Human Services Department, hereafter referred to as PCHHSD.

**2. Recitals.**

- a) To help fulfill its role of preparing for and providing immediate response to disasters, PCHHSD attempts to provide emergency public health services on behalf of individuals and families of Pacific County who are victims of disaster.
- b) The Superintendent or designee of the DISTRICT is authorized to permit PCHHSD to use DISTRICT facilities and grounds as mass distribution centers for antibiotics and mass vaccination centers in the conduct of Pacific County activities, and wishes to cooperate with PCHHSD for such purposes.

**3. Agreement.** The parties hereto mutually desire to reach an understanding that will result in making the facilities of the DISTRICT available to PCHHSD for use during public health disasters. It is mutually agreed between the parties 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 PCHHSD, the use of its physical facilities and equipment by PCHHSD as mass distribution centers for distribution of antibiotics and mass vaccination centers for the victims of public health disasters.
- b) PCHHSD agrees that it shall exercise reasonable care in the conduct of its activities in the DISTRICT'S facilities and further agrees to replace or reimburse the DISTRICT for any foods or supplies used by PCHHSD in the conduct of its activities in these facilities. PCHHSD agrees to coordinate with the Cowlitz-Wahkiakum-Pacific County Chapter of the American Red Cross to ensure adequate mass shelter and mass distribution/vaccination space is available should said facility be needed for both purposes.
- c) Notwithstanding any other agreements, the PCHHSD shall be responsible for and shall indemnify and hold the DISTRICT, its officers, employees, agents, contractors, and subcontractors harmless from all liability resulting from the acts or omissions of the PCHHSD and its officers, employees, agents, contractors, and subcontractors. The DISTRICT shall be responsible for and shall indemnify and hold the PCHHSD,

its officers, employees, agents, contractors, and subcontractors harmless from all liability results from the acts of omissions of the DISTRICT and its officers, employees, agents, contractors, and subcontractors.

- d) Both partners agree to maximize usefulness of the facility through the coordination of the use of available resources within the facility.
- e) This agreement shall be valid for five years from the signature date below, unless this agreement is terminated by either party. Either party may terminate this agreement by giving the other party written notice of termination at least 60 days in advance of the termination date.

**4. Scope of Use.** The facilities shall be used for the purposes enumerated under Section 2 (b) of this agreement at the discretion of the Pacific County Health Officer or their designee. Said use shall be terminated by written notice from PCHHSD.

**5. Witness.** In witness thereof, the DISTRICT has caused this agreement to be executed by the Chair person of its Governing Board, and PCHHSD has caused this agreement to be executed by the Pacific County Board of Commissioners, said agreement to become effective and operative upon the fixing of the last signature hereto.

**APPROVED AS TO FORM:**

**BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY**

\_\_\_\_\_  
David Burke  
Prosecuting Attorney

\_\_\_\_\_  
Norman "Bud" Cuffel, Chair

\_\_\_\_\_  
Lisa Ayers, Commissioner

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Jon C Kaino, Commissioner

\_\_\_\_\_  
Date

2/28/11

**OCEAN BEACH SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

