

5-Year

AGREEMENT
Between
Bethel School District #403
And Tacoma-Pierce County Health Department
Concerning
EMERGENCY USE OF FACILITIES

1. **Purpose.** This Agreement is made and entered effective on the last date executed below between the Bethel School District #403 ("District"), and the Tacoma-Pierce County Health Department ("TPCHD"). The parties mutually desire to reach an agreement that will result in making the District's physical facilities and grounds ("District's Facility") available to TPCHD for use during public health and medical emergencies.

2. **Recitals.**

- a) To help fulfill its role as lead for health and medical planning and response to disasters and other emergencies, TPCHD 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 TPCHD to use District's Facility during TPCHD emergency preparedness and response activities, and desires to cooperate with TPCHD for such purposes.

3. **Use of District Facility.**

In consideration of the mutual benefits, promises, and undertakings 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 TPCHD, TPCHD to use the District's Facility as a mass distribution center for distribution of pharmaceuticals, mass vaccination center, or other emergency purpose.
- b) TPCHD 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 TPCHD in the conduct of its activities at the District's Facility.
- c) Each party agrees to be responsible and assume tort liability for its own wrongful acts or omissions, or those of its officers, agents or employees to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such tort liability. In the case of negligence or

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wrongful acts by both TPCHD and the District, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from the other party. The indemnification by each of the parties does not cover the negligent or wrongful acts of third parties.

- 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 TPCHD for all purposes under this Agreement, and to notify TPCHD in writing of the name, address, telephone number, email address, and emergency after hours contact information for the liaison.
 - f) TPCPHD and the District each agree to maintain errors and omissions coverage, with limits of not less than \$1 million per occurrence, \$3 million annual aggregate. In addition, TPCPHD and the District agree to maintain commercial general liability, with limits of not less than \$1 million per occurrence and \$2,000,000 aggregate. 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 agreed upon in writing by both parties.
 - h) Either party can terminate the Agreement by providing written notice to the other party no less than thirty (30) calendar days prior to the desired termination date.
 - i) TPCHD and the 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.
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 TPCHD Local Health Officer or his or her designee. Said use shall be terminated by written notice from TPCHD to the District.
5. **No Third Party Beneficiaries.** This Agreement is entered into solely for the mutual benefit of the parties. This Agreement is not entered into with the intent that it shall

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benefit any other person or entity and no other such person or entity shall be treated as a third-party beneficiary of this Agreement.


6. **Severability.** The provisions of this Agreement are hereby declared to be separate and severable, and the invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Agreement or the invalidity of the application thereto to any person or circumstance shall not affect the validity of its application to other persons and circumstances.
7. **Dispute Resolution.** If a dispute between the parties arises out of this Agreement, or the breach thereof, and if the dispute cannot be settled through direct discussions, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation. This Agreement shall be governed by and construed according to the laws of the State of Washington. In the event a dispute is not resolved by mediation, venue shall be in Pierce County Superior Court.
8. **Entire Agreement; Modifications.** This Agreement, together with attachments or addenda, represents all the terms and conditions agreed upon by the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Agreement, as of the signature date. The undersigned representatives, by signature below, represent and warrant they are duly authorized to execute this Agreement for and on behalf of their respective entities.

Signature: 
Date: 4/17/19

Tacoma-Pierce County Health Department

Anthony L-T Chen, MD, MPH
Director of Health
3629 South D. Street
Tacoma, WA 98418

Signature: 
Date: 11 APR 2019 4-11-19

Bethel School District #403

Thomas G. Seigel
Superintendent
516 176th St. E
Spanaway, WA 98387-8399

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