

AGREEMENT FOR USE OF FACILITIES AND RESOURCES DURING
LOCAL EMERGENCY OR DISASTER
(County Of Kern - Kern High School District)

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, by and between the COUNTY OF KERN, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and KERN HIGH SCHOOL DISTRICT, a school district of the State of California (hereinafter referred to as "DISTRICT").

W I T N E S S E T H :

WHEREAS, the COUNTY desires to establish a formal working relationship with DISTRICT for emergency and disaster planning, response, and recovery for the Kern County Operational Area, including all the territory under Kern County Operational Area jurisdiction as defined in the Kern County Emergency Services Plan in accordance with Chapter 7 of the Emergency Services Act of the California Government Code; and

WHEREAS, massive national disaster planning efforts are underway under the umbrella of overall homeland security and all-risk/all hazards domestic preparedness, including active planning for mass casualty treatment, mass medication prophylaxis or mass vaccination, and plans for receipt and distribution of federal Strategic National Stockpile (SNS) resources; and

WHEREAS, the COUNTY's current emergency and disaster plans incorporate the use of public high schools located throughout Kern County, because these facilities are optimal locations for point of dispensing (POD) mass public medication prophylaxis or vaccination, for casualty staging area (CSA) to treat large numbers of injured people as alternative medical care sites, or for mass temporary shelter locations; and

WHEREAS, high school facilities can be reasonably secured, are designed to manage flow of large numbers of people, and contain extensive fixed shelter space, mass food and restroom facilities; and

WHEREAS, DISTRICT sites could be used for POD, CSA, temporary shelter, or all three functions, dependent on the scope and breadth of the disaster; and

WHEREAS; the likelihood of all three functions operating simultaneously in a major disaster is somewhat low, the three-phase approach helps to cover any worst-case scenario that might arise; and

WHEREAS; there is a significant public need for use of KHSD facilities and resources that might arise during a local emergency or disaster.

NOW, THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. TERM AND TERMINATION. The term of this AGREEMENT shall commence on the date first above written, and shall continue in effect until such time as either party opts to terminate it. With or without cause, either party may terminate this AGREEMENT at any time upon giving written notice to the other party not less than thirty (30) days in advance of the proposed termination date.
2. DISTRICT RESPONSIBILITIES: It is the responsibility of DISTRICT to comply with each of the following:
 - a. DISTRICT agrees that, during or after meeting its responsibilities to its personnel and students, it will permit the COUNTY to use its facilities for POD sites, CSA sites, and /or mass care shelters for the victims of natural or man-made disasters, to the extent of its ability and upon request by the COUNTY.
 - b. DISTRICT agrees to conduct a survey of each high school site in the District and provide COUNTY the survey results. The survey will be mutually developed by DISTRICT and COUNTY.
 - c. DISTRICT agrees that, during or after meeting its responsibilities to its personnel and students, it will permit the COUNTY to use the services of DISTRICT staff, at the discretion of DISTRICT, at each facility to assist COUNTY staff with the set-up and operations of the POD, CSA, and/or mass care shelter. DISTRICT staff participation in emergency operations is generally voluntary at each facility. Command of DISTRICT staff during emergency response, operations and recovery will be retained by DISTRICT in coordination with COUNTY.

- d. DISTRICT agrees to participate in an interagency team, entitled the Metropolitan Medical Response System (MMRS) High Schools Subcommittee. The function of the MMRS High Schools Subcommittee is to:
- i. Collaborate on the planning process to develop a POD, CSA, and mass temporary shelter plan for each high school under DISTRICT jurisdiction;
 - ii. Provide a mechanism for training for DISTRICT staff;
 - iii. Facilitate interagency disaster-based exercises that use school sites as part of the exercise scenario;
 - iv. Evaluate exercises and actual events where DISTRICT sites are used;
 - v. Facilitate plan updates, including updates on site information; and
 - vi. Any additional functions mutually agreed to by the parties to this AGREEMENT.

The MMRS High Schools Subcommittee shall consist of representatives from the Department of Public Health, Emergency Medical Services Department, Kern County Office of Emergency Services, Kern High School District, Bakersfield City Fire Department, American Red Cross, Salvation Army, and any other entities mutually agreed to by the parties of this AGREEMENT.

3. COUNTY RESPONSIBILITIES: It is the responsibility of the COUNTY to comply with each of the following:
- a. The COUNTY will only request the use high school sites in the event of a man-made or natural disaster where a POD, CSA, or temporary shelter is deemed necessary by the County Health Officer, the Emergency Medical Services Director, or the Director of Emergency Services, in conjunction with the Kern County Operational Area EOC.
 - b. COUNTY will make available the high school facility survey information to emergency response staff, as appropriate.

- c. COUNTY representative will notify the facility contact person and DISTRICT, as designated on the High School Facility Survey, prior to the scheduled opening of the POD, CSA and / or mass care shelter.
- d. COUNTY will provide prophylaxis or vaccination to on-site DISTRICT personnel assisting with POD, CSA, or mass care shelter set-up or operations, consistent with the Kern County Operational Area Strategic National Stockpile Plan (Kern OA SNS Plan).
- e. COUNTY will provide technical assistance to DISTRICT in emergency planning, training and exercises.
- f. The COUNTY agrees that it shall exercise reasonable care in the conduct of its activities in DISTRICT facilities.
- g. The COUNTY will reimburse DISTRICT for personnel costs that are used by the COUNTY in the set-up, operation, and closure of a POD, CSA, or mass care shelter, including any eligible clean-up, equipment, or supply costs incurred at a high school site, provided that DISTRICT maintains accurate records in accordance with disaster reimbursement regulations of the State and/or federal government for declared disasters. The extent of reimbursement shall be limited to the amount available to the COUNTY from the State and/or federal government for a declared disaster. This provision does not prevent the DISTRICT from obtaining cost reimbursement through other processes. COUNTY agrees to reimburse DISTRICT based upon the actual cost of facilities used pursuant to this agreement, according to the then-current version of the “Kern High School District Regulation and Charges for Community Use of School Facilities” which regulates such reimbursements. These reimbursements are to be made where and when COUNTY and/or DISTRICT qualify for and receive funding for such expenses from the State or federal government because of a declared disaster.
- h. COUNTY agrees to participate in the MMRS High Schools Subcommittee, as referenced in Section 2.d., above.

4. INDEMNIFICATION:

- a. DISTRICT agrees to indemnify, hold harmless and defend (at COUNTY's option and request) COUNTY, its governing board, officers, employees, and agents, and each of them, from any and all losses, costs, expenses, claims, liabilities, attorneys' fees, actions or damages of any nature whatsoever including, without limitation, liability for injuries or death of any person or persons, or damages to any property, arising in any manner out of or in connection with or incident to or alleged to have arisen in any manner out of or to be connected with or incident to any act, error, or omission, willful, negligent or otherwise, on the part of DISTRICT, its officers, employees, and agents in the performance of services under this AGREEMENT, or in connection with or as a result of this AGREEMENT.
- b. COUNTY agrees to indemnify, hold harmless and defend (at DISTRICT's option and request) DISTRICT, its governing board, officers, employees, and agents, and each of them, from any and all losses, costs, expenses, claims, liabilities, attorneys' fees, actions or damages of any nature whatsoever including, without limitation, liability for injuries or death of any person or persons, or damages to any property, arising in any manner out of or in connection with or incident to or alleged to have arisen in any manner out of or to be connected with or incident to any act, error, or omission, willful, negligent or otherwise, on the part of COUNTY, its officers, employees, and agents in the performance of services under this AGREEMENT, or in connection with or as a result of this AGREEMENT.
5. NONASSIGNMENT OF AGREEMENT: DISTRICT shall not assign or transfer this AGREEMENT or any interest herein without the prior written consent of COUNTY. If any assignment is approved, all provisions of this AGREEMENT shall extend to and include the executors, administrators, heirs, and successors of DISTRICT.
6. NOTICES: Any notice given by either party to the other under this agreement shall be in writing, served by prepaid certified mail or personally upon the other party, addressed as follows:

TO COUNTY:
Director
Kern County EMS Department

TO DISTRICT:
Superintendent
Kern High School District

1400 H Street
Bakersfield, CA 93301

5801 Sundale Avenue
Bakersfield, CA 93309

7. NONDISCRIMINATION: Both parties agree to abide by all applicable federal and state laws prohibiting discrimination against any employee, applicant for employment, or patient because of race, color, religion, sex, age, handicap or place of national origin.
8. PARTIAL INVALIDITY: If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
9. ENTIRE AGREEMENT – AMENDMENTS: Any modification of the AGREEMENT shall be effective only if it is in writing and signed by the parties.
10. INDEPENDENT CONTRACTOR: It is understood that DISTRICT is an independent contractor and is not an employee or agent of COUNTY. This AGREEMENT is not intended and shall not be construed in any manner to create an employee-agency or master-servant relationship, nor does this AGREEMENT create a partnership, joint venture, or association between COUNTY and DISTRICT. No employee, officer, or agent, as the case may be, of DISTRICT shall have any claim whatsoever against COUNTY under this AGREEMENT or otherwise for compensation or benefits of any kind including, without limitation, vacation, sick leave, retirement, Social Security, Workers' Compensation, unemployment, or disability insurance benefits. It shall be the sole obligation of DISTRICT to withhold the appropriate amounts of federal and State income taxes and Social Security taxes from employee compensation and to provide Workers' Compensation, disability and/or unemployment insurance for its employees as required by law.
11. AUTHORITY TO BIND COUNTY: It is understood that DISTRICT, in DISTRICT's performance of any and all duties under this AGREEMENT, has no authority to bind COUNTY to any agreements or undertakings.
12. MODIFICATIONS OF AGREEMENT: This AGREEMENT may be modified in writing only, signed by the parties in interest at the time of the modification.
13. CHOICE OF LAW/VENUE: The parties hereto agree that the provisions of this AGREEMENT will be construed pursuant to the laws of the State of California. This AGREEMENT has been entered into and is to be performed in the County of Kern.

Accordingly, the parties agree that the venue of any action relating to this AGREEMENT shall be in the County of Kern.

14. COMPLIANCE WITH LAWS, ORDINANCES, AND REGULATIONS: DISTRICT shall at all times during the term of this AGREEMENT comply with all applicable federal, state, and local laws, ordinances, and regulations, and COUNTY regulations, policies, procedures, and protocols, and assure that its employees and agents also comply with same. Failure to comply may be grounds for termination of this AGREEMENT by COUNTY. Should DISTRICT fail to comply with any of the applicable requirements after ten (10) days notice from COUNTY, COUNTY may immediately terminate this AGREEMENT.

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IN WITNESS WHEREOF, the parties have entered into this AGREEMENT as of the date first hereinabove written.

COUNTY:
COUNTY OF KERN

DISTRICT:
KERN HIGH SCHOOL DISTRICT

By _____
Chairman
Board of Supervisors

By _____
President
Board of Trustees

APPROVED AS TO CONTENT:
OFFICE OF EMERGENCY SERVICES

APPROVED AS TO CONTENT:
KERN HIGH SCHOOL DISTRICT

By _____

By _____

Dennis Thompson, Director

Don Carter, Superintendent

APPROVED AS TO CONTENT:
PUBLIC HEALTH DEPARTMENT

By _____
B. A. Jinadu, M.D., Director

APPROVED AS TO CONTENT:
EMERGENCY MEDICAL SERVICES DEPARTMENT

By _____
Ross Elliott, Director

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL

By _____
Martin Lee, Deputy

DRAFT