



DEPARTMENT OF
HEALTH AND HUMAN SERVICES

Promoting and protecting health, well-being, self-sufficiency, and safety of all in Marin County.



Grant Nash Colfax, MD
DIRECTOR

Matthew Willis, MD, MPH
PUBLIC HEALTH OFFICER

Lisa M. Santora, MD, MPH
DEPUTY PUBLIC HEALTH OFFICER

3240 Kerner Boulevard
San Rafael, CA 94901
415 473 4163 T
415 473 2326 F
415 473 3232 TTY
www.marincounty.org/hhs

To: School District Superintendents
From: Lisa Santora, M.D.
Deputy Public Health Officer
Date: December 19, 2016
Re: AGREEMENT BETWEEN SCHOOL DISTRICTS AND COUNTY OF MARIN

In the event of a disaster, schools serve as potentially critical resources in the County's disaster response. The County of Marin, Department of Health and Human Services would like to update our existing agreements with all of Marin's school districts to utilize appropriate school sites as needed in a disaster response.

The agreement covers potential uses such as a field treatment site, mass vaccination site or a shelter for the medically fragile (this last item would be in conjunction with the American Red Cross with whom the County of Marin has an established agreement to co-locate such a shelter).

It was decided during the last revision of these agreements that they will no longer be open-ended and will have a five (5) year expiration date. The last agreements were completed in 2012 and will be expiring in 2017. There is no proposed change to the current verbiage of the agreement and they will be valid until 2022. At that time we will again review to see if revisions to the agreement are needed.

Schools would be used for these functions only in the event of a disaster resulting in situations such as:

- Large numbers of sick or injured patients that overwhelm hospital capacities (e.g. large earthquake or a bioterrorism event),
- A requirement for medications or vaccinations to large numbers of people (e.g. disease outbreak or a bioterrorism event), and
- A necessity for a shelter for persons with medical needs (e.g. large earthquake or other event that displaces large numbers of people).

The decision to invoke the agreement and activate a school-based site would be made in the County Emergency Operations Center (EOC) and communicated through the Marin County Office of Education (MCOE) liaison.

The agreement with each district specifies the individual schools along with specific site plans for the facilities to be used at those schools. This format is very similar to the agreement and process that some districts have gone through with the American Red Cross.

Some points to consider:

1. A Bioterrorism Event or natural outbreak (like influenza) requiring mass vaccination or prophylaxis is unlikely, but possible.
2. A natural disaster like an earthquake is more likely and requires the same sorts of facilities to assist victims.
3. Schools are publicly owned and have all the facilities needed to support victims from the surrounding communities: protected floor space, parking, accessible to mass transportation (buses), play fields usable by helicopters, restrooms, refrigeration, PA system, appropriate furniture, etc.
4. Schools are well distributed within population centers and known within the communities that they serve.
5. Use of schools is conducive to more rapidly serving and protecting the populations of the school district in the event of a disaster.
6. Working with emergency management and Public Health provides an additional role for the districts and schools in serving their community and builds long-lasting beneficial relationships between school and district staffs and the emergency response infrastructure of Marin County.

As the school system continues to improve its disaster preparedness capabilities, the benefits of sustaining an agreement such as this one further enhance the school's position in the community as an important disaster response asset.

If you have any questions, please contact Kristen Seatavakin, Public Health Preparedness Program Manager (473-3880). She is also available to attend any board meetings as needed.

Thank you for your consideration of this matter and I look forward to the continuation of this important agreement.

Agreement For Facility Use

This Agreement is made and entered into between the **San Rafael City School District**, hereinafter referred to as “District” and the **County of Marin**, hereinafter referred to as “County”.

Recitals

COUNTY desires to assure medical care for those injured by a disaster and provide mass chemoprophylaxis/vaccinations to the population if needed.

COUNTY also desires, when it deems necessary, a site to provide medical care to persons injured and/or displaced by a disaster, hereinafter referred to as “medical site”, including, but not limited to, alternate care sites, mass chemoprophylaxis/vaccinations, a shelter for medically fragile persons, or a field treatment site.

District owns and maintains school property which can be used as a medical site and District desires to assist COUNTY in providing medical sites to the public, to the extent of its ability.

Now, therefore, it is mutually agreed between parties as follows:

1. District agrees that, after meeting its emergency responsibilities to its students and staff, it will permit, to the extent of its ability, as determined solely by the District, and upon request of COUNTY, as specified in this Agreement, the use of District facilities identified in Addendum A, for a medical site on a temporary basis.
2. COUNTY and District agree to cooperate in the selection of the facilities that will be listed in Addendum A.
3. District and COUNTY agree to provide, and to periodically update, facility point-of-contact and activation authorization information as detailed in Addendum B.
4. District agrees that it will, prior to releasing facility to COUNTY for use, evaluate the facility and secure valuable property not required for COUNTY activities, to the extent reasonably possible. Should District fail to secure such property, COUNTY may do so District’s behalf.
5. COUNTY agrees that it will exercise reasonable care in the conduct of its activities in such facilities and will, when provided with documented inventory and cost information, replace or reimburse the District the full replacement cost for any foods, supplies, or damage to facilities or equipment arising from the conduct of COUNTY activities.
6. Upon termination of use as a medical site, COUNTY agrees to leave the premises in their original condition.

7. During medical site operations a representative of COUNTY will meet with the designated District representative periodically to evaluate the necessity for the continuation of operations and to resolve any other operational concerns.
8. Should the District request that a medical site be relocated before the end of operations, COUNTY agrees to relocate within 48 hours of the District's request to do so.
9. It is understood that it is the sole responsibility of COUNTY to establish, staff, maintain, and dismantle the operations of the COUNTY's medical site.
10. Notwithstanding any other agreements between them, each party to the Agreement shall indemnify and hold harmless the other party (together with the other party's officers, employees and agents) from and against any and all liability, loss, expense, including reasonable attorney fees, and/or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts of omissions of the indemnifying party, its officers, employees or agents.
11. The term of this Agreement shall commence upon its final execution and shall continue in effect for five years unless terminated with or without cause by either party in writing.

In witness thereof, the parties have caused this Agreement to be executed, said Agreement to become effective and operational upon the fixing of the last signature hereto.

County of Marin

San Rafael City School District

Signature

Signature

Title

Title

Date: _____

Date: _____