

Memorandum of Agreement
Between
Kimberly School District #414
And
South Central Public Health District

PURPOSE

The purpose of the Memorandum of Agreement (MOA) is to establish a cooperative agreement between the **Kimberly School District #414** and **South Central Public Health District (SCPHD)** to provide use of facilities, equipment, and/or supplies in response to a large scale communicable disease outbreak, bio-terrorist event, or other public health emergency.

RECITALS

1. Pursuant to Idaho Code Title 39, Chapter 4, **South Central Public Health District** provides services required for the preservation and protection of the public health.
2. Pursuant to Idaho Code § 67-2326 (Joint Action by Public Agencies), state and public agencies are permitted to cooperate to their mutual advantage to make the most efficient use of their powers.
3. The **Kimberly School District #414** desires to permit **South Central Public Health District** to use its facilities, including buildings, grounds, and equipment for emergency public health services required in the conduct of **South Central Public Health District** activities, and wishes to cooperate with **South Central Public Health District** for such purposes.
4. **South Central Public District Health** and **Kimberly School District #414** mutually desire to enter into an agreement to effectively protect the health, safety, and welfare of people residing, working or traveling through Twin Falls County.

AGREEMENT

It is mutually agreed between **South Central Public Health District** and the **Kimberly School District #414** as follows:

1. **Kimberly School District #414** agrees that after meeting its responsibilities to its faculty, staff, students and constituents, it will:
 - a. Permit (to the extent of its ability and upon request by **SCPHD**) the use of its physical facilities by **SCPHD** to perform the functions and requirements necessary to respond to a communicable disease outbreak, terrorist attack, or other public health emergency in support of both the community and its students.
 - b. Coordinate with and assist **SCPHD** with public communication messaging related to the support of this MOA and school related information.
 - c. If necessary, provide personnel to coordinate the arrival of students to the designated school area where the public health services will take place.
 - d. Upon request and after meetings its obligations, **Kimberly School District #414** will provide personnel to assist with **SCPHD** with the delivery of public health services.

2. **South Central Public Health District** agrees that it will:
 - a. Exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse **Kimberly School District #414** for supplies and/or materials that may be used by **SCPHD** in the conduct of its activities in said emergency public health services.
 - b. Conduct a walk-through inspection with **Kimberly School District #414** personnel prior to and after the use of the facilities to assess general conditions.
 - c. Initiate and coordinate with **Kimberly School District #414** on public communication messaging related to a joint effort in support of this agreement.
 - d. Provide the necessary disease prevention or intervention medication on a priority basis to essential **Kimberly School District #414** personnel or its partners relied upon to fulfill the terms of this agreement.
 - e. Make all reasonable attempts to provide 24-hour advance notice to the **Kimberly School District #414** that use of its facilities, equipment, and/or supplies will be requested.

GENERAL AGREEMENT

1. This agreement shall become effective on the date of the last signature of the parties and shall remain in place unless otherwise agreed to by both parties. Both parties agree to review this agreement every three (3) years.
2. It is understood and agreed that the parties hereto may revise or modify this agreement by written amendments whenever the same shall be agreed upon.
3. Both parties reserve the right to terminate the agreement for any reason with thirty (30) days written notice sent by certified mail or hand delivered to the addresses below.

INSURANCE/INDEMNIFICATIONS

1. Both parties agree to maintain workers’ compensation insurance on their own employees and volunteers.
2. **South Central Public Health District** and the **Kimberly School District #414** agree to maintain liability insurance covering their respective officers, employees, agents, and volunteers, for any liability arising out of the conduct or omission of their respective officers, employees, agents, and volunteers, acting on behalf of their employer, in the performance of this agreement.
3. Nothing in this MOA shall be construed as expanding the liability of either party. In the event of a liability, each party shall defend their own interests. Neither party shall be required to provide indemnification to the other and each party shall be responsible for claims resulting from the negligence or willful misconduct of their respective officers, employees, volunteers and agents, acting on behalf of their employer, in the performance of this MOU. Nothing in this provision shall extend either party’s indemnification or liability beyond that provided in the Idaho Tort Claims Act, Idaho Code 6-901 et seq, the aggregate of which is limited to \$500,000 by Idaho Code § 6-926.

Dated this _____ day of _____, in the year _____.

Luke Schroeder, Superintendent
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