

Contract
2980 ILA Drowning Prevention Program

AGREEMENT TO PROVIDE A DROWNING PREVENTION PROGRAM

This Agreement is made between Public Hospital District No. 2, Snohomish County, Washington and the City of Lynnwood to provide a drowning prevention program to students who live or go to school in the Edmonds School District

1. PARTIES

1.1 Public Hospital District No. 2, Snohomish County, Washington (“PHD2”), a public hospital district formed under Chapter 70.44 RCW; and

1.2 The City of Lynnwood, a Washington municipal corporation.

2. PURPOSE AND PROGRAM

2.1 The purpose of this Agreement is to enable the City of Lynnwood to provide the drowning prevention program for the benefit of PHD2 residents.

2.2 The “Drowning Prevention” program is designed to teach basic swimming skills, personal water safety, and to help young people begin to learn lifeline skills to avoid drowning and injuries. This program will provide training through three (3) sessions of up to ten (10) lessons per year for students kindergarten through twelfth grade who live or attend school in the Edmonds School District.

3. AUTHORITY

3.1 PHD2 is authorized under RCW 70.44.240 to “contract” with any “legal entity” to “provide any hospital or other health care facilities or other health care services to be used by individuals, districts, hospitals, or others, including providing health care maintenance services.”

3.2 The City of Lynnwood is a Washington municipal corporation.

4. TERM AND TERMINATION

4.1 The Agreement will begin on the date of the second signature on this Agreement.

4.2 The period for providing the Drowning Prevention program at the City of Lynnwood Recreation Center facility is scheduled to begin on December 15, 2017 and continue through December 30, 2020.

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4.3 The Agreement will end when the final invoice and reporting per paragraph 5.2 of this agreement by the City of Lynnwood is accepted and approved by PHD2.

4.4 This Agreement may be terminated by either Party for any reason or no reason upon ten (10) days written notice to the other Party. In the event of termination, the City of Lynnwood shall be entitled to reimbursement from PHD2 for all lessons provided prior to the effective date of the termination.

5. OBLIGATIONS OF PHD2

5.1 PHD2 will reimburse the City of Lynnwood for delivery of the Drowning Prevention program as follows:

- (a) PHD2 will make payment of \$80 per child for each voucher redeemed for a set of up to 10 lessons;
- (b) PHD2 will provide funding of \$75 for the purchase of classroom-based education materials on water safety;
- (c) PHD2 will provide funding of \$20 per classroom presentation made in the Edmonds School District by City of Lynnwood staff on water safety.
- (d) PHD2 will provide funding of \$150 child qualifying for the adaptive aquatic program; each voucher redeemed for a set of up to 10 lessons;

5.2 The City of Lynnwood can request payment from PHD2 by submitting an invoice, vouchers, and a summary of lessons and classroom presentations provided by the first of each month under this agreement. PHD2 will make payment via electronic funds transfer by the fifteenth day of each month.

5.3 Continuing payments by PHD2 are contingent, however, on the ability of the City of Lynnwood to continue to meet its obligations under this Agreement. Both parties reserve the right to suspend or terminate these payments at any time for performance or other reasons solely at the discretion of either party.

6. OBLIGATIONS OF THE CITY OF LYNNWOOD

6.1 In coordination with the PHD2, the Edmonds School District, and the City of Mountlake Terrace, the Dale Turner YMCA, the City of Lynnwood will provide basic/entry level swim lessons to third graders who live or go to school in the Edmonds School District. Each voucher will entitle a swimmer to 3 sets of 10 beginner/entry level lessons. The swim lessons will include an assessment of the swimmer's ability to meet basic water safety skill standards.

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6.2 Additionally, the City of Lynnwood will host water safety evaluation/education events and other activities to screen for children and youth (kindergarten to twelfth grade) that have a need for beginner/entry level lessons swimming lessons. The City of Lynnwood will evaluate children and youth that attend these events to determine their swimming/water safety level. Those children and youth that are not deemed to have basic swimming/water safety skills will receive as a voucher for 3 sets of 10 beginner/entry level lessons.

6.3 The City of Lynnwood will track and report progress of the program. Along with its request for payment to PHD2, the City of Lynnwood will provide list of participants in the program that includes the swimmer's name and whether the swimmer met the recommended standards for basic water safety skills. On an annual basis by February 15th of each year of the program, the City of Lynnwood will provide a more detailed report to PHD2 summarizing the results of participant swimming ability and improvement, collated by age, sex, and ability level in electronic spreadsheet format.

6.4 The City of Lynnwood will comply with all local, state and federal laws including, if applicable, the federal Health Insurance Portability and Accountability Act ("HIPAA").

6.5 During the term of this Agreement, the City of Lynnwood will give every consideration to suggestions by PHD2 for modifications to the Drowning Prevention program to obtain more favorable health outcomes of the participants.

6.6 The City of Lynnwood will communicate to the public and other appropriate audiences regarding the work conducted under the Drowning Prevention program and will acknowledge the contribution of PHD2 funds in support of the program in those communications.

7. MISCELLANEOUS PROVISIONS

7.1 Relationship of the Parties. The relationship created between PHD2 and the City of Lynnwood in this Agreement is strictly that of independent contractors. The Agreement creates no partnership or joint venture between the parties, nor may any officer or employee of one party be considered to be an employee or agent of the other. Further, the Agreement provides no rights to any third parties and may not be relied on by any other person or entity.

7.2 Applicable Law. The Agreement is entered under the laws of the State of Washington. Any litigation arising from this Agreement must be filed in Snohomish County Superior Court.

7.3 Liability and Insurance. The City of Lynnwood will indemnify, defend and hold PHD2 harmless from any claims, lawsuits or other actions, and judgments arising in

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any way from the Drowning Prevention program provided under this Agreement and caused in whole or in part by the City of Lynnwood. City of Lynnwood will maintain a liability insurance policy of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate during the term of the Agreement.

7.4 Entire Agreement; Amendments. This Agreement is complete and integrates all understandings between the parties. No amendment or other change to the Agreement will be binding on either party unless agreed to in writing and signed by each party.

7.5 Severability. If a court of competent jurisdiction rules any part of this Agreement to be invalid, the remainder of the Agreement will still be in full force and effect.

7.6 Force Majeure. Neither party will be in default or liable for failure to perform its obligations under this Agreement if that failure is due to causes beyond its reasonable control including, but not limited to, acts of God, acts of terrorism, fires, floods, windstorms earthquakes, labor disputes or governmental acts.

7.7 Notices and Reporting. Any notice or reporting required or otherwise given under this Agreement will be considered delivered or given when actually delivered or 48 hours after being deposited in the U.S. Mail as certified mail addressed to the following:

To PHD2:

Robin Fenn, Superintendent
Public Hospital District No. 2, Snohomish County
4710 196th Street SW
Lynnwood, WA 98036

To City of Lynnwood:

Director of Parks, HRCA
City of Lynnwood
19000 44th Ave W
Lynnwood, WA 98036

And

Purchasing and Contracts Division
City of Lynnwood
PO Box 5008
Lynnwood, WA 98046

7.8 Assignment. This Agreement may not be assigned without the written consent of the other party. Each party may consent to or decline a request for assignment by the other party at the sole discretion of the party from which consent is requested.

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AGREED TO:

PUBLIC HOSPITAL DISTRICT NO. 2
SNOHOMISH COUNTY, WASHINGTON

By: DocuSigned by:
Robin Fern Date: 2/21/2018
Robin Fern, Superintendent

CITY OF LYNNWOOD

By: DocuSigned by:
Nicola Smith Date: 2/21/2018
Mayor Nicola Smith