

Contract 2957
AGREEMENT TO PROVIDE A
MOVE 60 TEEN PROGRAM

This Agreement is made between Public Hospital District No. 2, Snohomish County, Washington and the City of Lynnwood, Washington to provide the Move 60 Teen program.

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 Move 60 Teen program for the benefit of PHD2 residents.

2.2 The “Move 60 Teen” program is an after-school program that offers a combination of sports, exercise, and nutrition to promote overall health and fitness for teenagers.

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 with the authority to contract with other governmental entities under Title 35A RCW and Chapter 39.34 RCW.

4. TERM AND TERMINATION

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

4.2 The period for providing the Move 60 Teen program within the City of Lynnwood is scheduled to begin on January 1, 2018 and continue through December 31, 2020.

4.3 The term of this Agreement will end when the final reporting by the City of Lynnwood is accepted and approved by PHD2; provided, that this Agreement may be terminated at any time by either party pursuant to Paragraph 5.3 below.

5. OBLIGATIONS OF PHD2

5.1 PHD2 will fund the Move 60 Teen program provided by the City of Lynnwood based on the following budget. Variances of more than 10% on a budget line item must be approved by PHD2 in writing.

	Year 1	Year 2	Year 3
Staffing costs, including salaries and benefits	\$57,571	\$57,571	\$57,571
Other program costs, including transportation, assessment, facilities use, equipment, and supplies	\$47,049	\$47,049	\$47,049
Details of these program costs are cited in Paragraphs A and B of Move 60 Teens Program Funding Application (P200A)			
Total	\$104,620	\$104,620	\$104,620

5.2 PHD2 will pay program support costs according to the following schedule:

5.2.1 PHD2 will make an initial payment of seventeen thousand four hundred thirty six dollars and sixty six cents (\$17,436.66) on February 15, 2018;

5.2.2 Starting on March 15, 2018, PHD2 will pay program support costs on a monthly basis in equal installments to the City of Lynnwood of eight thousand seven hundred eighteen dollars and thirty three cents (\$8,718.33) due on March 15, 2018 and continuing on the fifteenth day of each month through December 15, 2020.

5.3 Continuing monthly 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 or this Agreement at any time for lack of performance or any other reason solely at the discretion of either party.

6. OBLIGATIONS OF CITY OF LYNNWOOD

6.1 City of Lynnwood will develop the sports, exercise, and nutrition components of the Move 60 Teen program and deliver services to teens enrolled at Edmonds School District middle schools.

6.2 City of Lynnwood will use its best efforts to provide the Move 60 Teen program to at least 252 teens per year, with at least 222 teens participating in physical activities.

6.3 Using templates provided by PHD2, City of Lynnwood will track and report teen program participation and the number that make progress in achieving the "Healthy Fitness Zone" standard, as defined by the FitnessGram® assessment.

6.4 City of Lynnwood will submit progress reports of activities carried on under the program including summaries of outcomes and results and financial reports detailing use of the funds, according to the following schedule:

Date due to PHD2	Type of report
February 15, 2019	First Annual report and financial statements
February 15, 2020	Second Annual report and financial statements
February 15, 2021	Third Annual report and financial statements

6.5 The City of Lynnwood will maintain records of receipts and expenditures and make its books available to PHD2 at any time during regular business hours for a period of three (3) years after the termination of this Agreement. City of Lynnwood will also provide its audited financial statements and management letter in a timely manner on an annual basis.

6.6 The City of Lynnwood will use the funds provided by PHD2 only for the Move 60 Teen program and will return any portion of the payments that are not used for the Move 60 Teen program on or before delivery of the third annual report and financial statement due February 15, 2021.

6.7 Both parties recognize that each entity is a public agency subject to audit by the Washington State Auditor. Each party will provide the other with any accessible information that the party is requested to provide to the Washington State Auditor or otherwise required to provide to the State of Washington or to the Federal Government or pursuant to the Washington Public Records Act.

6.8 Both parties will comply with all local, state and federal laws including, if applicable, the federal Health Insurance Portability and Accountability Act ("HIPAA").

6.9 During the term of this Agreement, the City of Lynnwood will give every consideration to suggestions by PHD2 for modifications to the Move 60 Teen program to obtain more favorable health outcomes of the participants.

6.10 The City of Lynnwood will communicate to the public and other appropriate audiences regarding the work conducted under the Move 60 Teen 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 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. Each Party agrees to protect, indemnify and save the other Party harmless from and against any and all liability for injury or damage to the other Party or the other Party's property, and also from and against all claims, demands and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of the performance of this Agreement, caused by its own negligence or wrongful acts or omissions, or that of its officers, agents, employees, or contractors; provided, that the indemnifying Party's obligation to indemnify, defend and hold harmless the other Party for claims caused by or resulting from the concurrent negligence or wrongful acts or omissions of the indemnifying Party shall apply only to the extent of the negligence or wrongful acts or omissions of the indemnifying Party. 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 the City of Lynnwood:

Lynn Sordel
AND
Purchasing and Contracts Division
City of Lynnwood
19000 44th Ave W
Lynnwood, WA 98036

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.

AGREED TO:

PUBLIC HOSPITAL DISTRICT NO. 2
SNOHOMISH COUNTY, WASHINGTON

By: DocuSigned by: Robin Fenn _____ Date: 2/12/2018
Robin Fenn, Superintendent

CITY OF LYNNWOOD

By: DocuSigned by: Nicola Smith _____ Date: 2/12/2018
Mayor Nicola Smith

Print Name: _____ Date: _____

Approved as to form: xx _____ Date: _____