

INTERLOCAL AGREEMENT TO PROVIDE A PHYSICAL ACTIVITY PROGRAM

This Agreement is made between Public Hospital District No. 2, Snohomish County, Washington and the City of Edmonds to provide a physical activity program in Edmonds.

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 Edmonds, a Washington municipal corporation.

2. PURPOSE AND PROGRAM

2.1 The purpose of this Agreement is to enable the City of Edmonds to provide a physical activity program for the benefit of PHD2 residents (the “Physical Activity Program”). The scope of the Physical Activity Program is described in the City of Edmonds’ grant application submitted on June 29, 2018 (attached hereto as Exhibit A (the “Application”).

2.2 As described in the Application, the Physical Activity Program will provide opportunities for area residents to improve their health by exercising in Edmonds Parks and the Program will accomplish this by installing exercise equipment called outdoor fitness zones at two parks and by providing free fitness classes using the equipment.

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.” RCW 70.44.007 defines “other health care services” to include “services that promote health, wellness, and prevention of illness and injury.”

3.2 The City of Edmonds 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 Agreement will end when the final reporting by the City of Edmonds is accepted and approved by PHD2 as described below.

5. OBLIGATIONS OF PHD2

5.1 PHD2 will fund the Physical Activity Program provided by the City of Edmonds in three payments:

- (a) An initial payment of forty-nine thousand five hundred dollars and no cents (\$49,500.00) on July 15, 2019;
- (b) A second payment of twelve thousand seven hundred fifty dollars and no cents (\$12,750.00) on July 15, 2020;
- (c) A third and final payment of one hundred seven thousand seven hundred fifty dollars and no cents (\$107,750.00) on July 15, 2021.

6. OBLIGATIONS OF THE CITY OF EDMONDS

6.1 The funds provided by PHD2 will be used by the City of Edmonds solely to fund a portion of the cost of two outdoor fitness zones and other park improvements to encourage physical activity by area residents, as specified in the Application. The improvements described in the Application will be completed by the City of Edmonds no later than November 30, 2019 for Mathay Ballinger Park and by September 30, 2021 for Civic Park. The City of Edmonds will be solely responsible for ongoing maintenance of the outdoor fitness zones during the term of this Agreement. The project scope may be further developed and refined, but not substantially altered from the scope described in the Application without the prior written authorization of PHD2.

6.2 As consideration for the participation of PHD2 in this Agreement, the City of Edmonds agrees to make the new park equipment available during the term of this Agreement for use to encourage the physical activity by residents and community groups and organizations that offer physical activity opportunities in the PHD2 service area.

6.3 To encourage use of the outdoor fitness zones, the City of Edmonds will provide orientations for people to learn how to use the equipment and free classes for those people who would like to exercise in a group with an instructor. In addition, The City of Edmonds will partner with a vendor that can provide online instructions and a possible web app in order to provide additional instruction.

6.4 The City of Edmonds will measure the results of the Physical Activity Program, including the number participants in orientations and fitness classes, and through random counts of people at the parks.

6.5 The City of Edmonds will submit progress reports of activities carried out 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, 2020	1 st annual report
February 15, 2021	2 nd annual report
February 15, 2022	3 rd annual report
February 15, 2023	4 th annual report

6.6 The City of Edmonds will use the funds provided by PHD2 only for the Physical Activity Program and will return any portion of the payments that are not used for the Physical Activity Program by February 15, 2022.

6.7 The City of Edmonds recognizes that PHD2 is a public agency subject to audit by the Washington State Auditor. The City of Edmonds will provide PHD2 with any accessible information that PHD2 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 The City of Edmonds will comply with all local, state and federal laws including, if applicable, the federal Health Insurance Portability and Accountability Act (“HIPAA”). Furthermore, the City of Edmonds will comply with all local, state and federal laws for bids, purchasing goods and services, and construction.

6.9 During the term of this Agreement, the City of Edmonds will give every consideration to suggestions by PHD2 for modifications to the Physical Activity Program to obtain more favorable health outcomes for the participants.

6.10 The City of Edmonds will give credit to PHD2 that recognizes its funding of the Physical Activity Program. The use of PHD2’s logo, when appropriate, is encouraged. PHD2 and the City of Edmonds will work cooperatively to find a mutually agreeable way to recognize PHD2’s funding of the Physical Activity Program in the two parks.

7. MISCELLANEOUS PROVISIONS

7.1 Relationship of the Parties. The relationship created between PHD2 and the City of Edmonds 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 Edmonds will indemnify, defend and hold PHD2 harmless from any claims, lawsuits or other actions, and judgments arising in any way from the Physical Activity Program provided under this Agreement. The City of Edmonds will maintain a liability insurance policy of at least \$1,000,000 per occurrence during the term of this 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
Lynnwood, WA 98036

To the City of Edmonds:

Carrie Hite, Parks, Recreation & Cultural Services Director
City of Edmonds
700 Main Street
Edmonds, WA 98020

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.

7.9 No Waiver. A party's forbearance or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of the right or remedy at issue. Nor shall a waiver by either party of any right or remedy constitute a waiver of any other similar right or remedy.

7.10 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

7.11 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

7.12 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

7.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

7.14 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.


AGREED TO:

PUBLIC HOSPITAL DISTRICT NO. 2
SNOHOMISH COUNTY, WASHINGTON

By: 
Robin Fenn, Superintendent

Date: 5.8.19

THE CITY OF EDMONDS

By: 
David O. Earling, Mayor

Date: 3.27.19