

INTERLOCAL FOR COMMUNITY HEALTH AND WELLNESS CENTER PLANNING

HEALTHIER TOGETHER

This Agreement is made between the City of Port Townsend (“City”), the Port Townsend School District No.50 (“District”), Jefferson County Public Hospital District No.2 (“Hospital”), Jefferson County (“County”), and the Port of Port Townsend (“Port”), collectively the governmental parties (referred to as party/parties for the remainder of the document).

WHEREAS, Chapter 39.34, RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities based on mutual advantage and thereby to provide services and facilities in a manner under forms of governmental organizations that will accord best with geographic, economic population, and other factors influencing the needs and development of local communities; and

WHEREAS, each named party desires and agrees to enter into joint action and to work together to develop a Community Health and Wellness Center in Port Townsend; and

WHEREAS, the parties agree that this effort has the potential to impact the economic and social sustainability of our community, leading to the recruitment/retention of families and young people, greater social connections, opportunities for healthy activities, and employment opportunities for all ages; and

WHEREAS, the parties, along with two local nonprofit organizations, the Olympic Peninsula YMCA and the Jefferson Aquatic Coalition entered into a Memorandum of Understanding; and

WHEREAS, the City of Port Townsend has created and plans to lead a community engagement framework for this effort and has agreed to be the fiscal sponsor of this effort; and

WHEREAS, the parties understand this initial planning effort will include a robust community engagement process, siting, financial planning, and construction plan; and

WHEREAS, each party has agreed to contribute financially to this effort; and

WHEREAS, this planning effort will also include two local nonprofits; and

WHEREAS, the City of Port Townsend will publish a request for qualifications for an architectural firm to assist with this planning and design effort; and

WHEREAS, the parties agree to meet regularly and help guide the design and community engagement process;

NOW, THEREFORE, the parties do agree as follows:

1. Purpose

The purpose of this agreement is to provide a cost-sharing arrangement between the parties to allow the initial planning, siting, community engagement, and financial and operational planning for the creation of a community health and wellness center in Port Townsend.

2. Contract Administrator

Per RCW 39.34.030(4)(a), the parties request that the City appoint the City's Director of Parks and Recreation Strategy as this Agreement's Contract Administrator.

3. Party Benefits, Responsibilities, and Cash Contributions:

- 3.1** The City of Port Townsend understands the importance of the community health and wellness center for all residents. It has initiated this effort. The City will continue to provide leadership, and the community engagement framework, convene the parties, hire an architectural firm to assist with the design, and contribute \$30,000 to this initial planning effort.
- 3.2** Th Port Townsend School District will utilize a facility for education, swim lessons, and swim teams. The School District will allow consideration of the Mountain View Campus for siting such a community health and wellness center and contribute \$5000 to the planning effort.
- 3.3** Jefferson County Hospital District will use this facility for preventative medicine, education, and community wellness. Jefferson County Public Hospital District will allow consideration of land located near the Hospital for a possible community health and wellness center and will contribute \$50,000 to this planning effort.
- 3.4** Jefferson County, Washington understands and supports community health and wellness County-wide, and knows that a community health and wellness center will complement its current community center in Port Townsend. Jefferson County will contribute \$100,000 toward this planning effort.
- 3.5** The Port of Port Townsend understands the importance of a community health and wellness facility for their workforce and families of their workforce. They will contribute \$5000 toward this planning effort.
- 3.6** The City will invoice each of the government parties for 50% of their contribution before December 31, 2022, and the remaining 50% of their contribution in the first quarter of 2023. Each party will pay the invoices within thirty days of receipt. If the total cost of the project exceeds the total contributions of all the parties, including the City, the City will negotiate with the party for any additional contributions. The party may, but will not be required to, agree to contribute additional funds to the planning effort. If the total contributions exceed the cost of the project, the City will return a pro-rata share of the excess funds to each party after paying the final contractor's final invoice.

4. Approval of Final Design

4.1 Upon completion of the design and financial plan, any party may independently reexamine and confirm the project's scope of work. No further work is authorized under this Agreement. Each party will have the opportunity to approve the final design before any party proceeds with the implementation of the design (i.e. financing, construction, etc.). Further collaboration of the parties will be delineated in a subsequent Agreement. Upon completion, the City will own the design, but should the City not choose to implement the design, the City will cooperate with any party seeking to implement the design.

5. Duration and Termination

5.1 The term of this Agreement shall commence as of the date signed by all parties and shall end on December 31, 2023, unless this Agreement is terminated before such date by paragraph 5.2. This Agreement shall take effect upon filing a copy thereof with the County Auditor by RCW 39.34.040 or posting it on the City's website.

5.2 Termination of this Agreement may be accomplished by mutual agreement of the parties before final approval of the design and financial plan. A party seeking to terminate this Agreement shall give the other party advance written notice of not less than thirty (30) days.

5.3 If this Agreement is terminated by paragraph 5.1 or 5.2, the party shall share proportionally of their contribution in any expenditures previously incurred by the City. Any plans, engineering drawings, or other documents made in preparation for project design approval are deemed to be the property of the City.

5.4 Following the effective date of the termination of this Agreement under paragraph 5.2, the City may proceed with the remaining party to complete the final design and financial plan for the Community Health and Wellness Center.

6. Miscellaneous

6.1 The Contract Administrator shall supervise and manage the completion of the Community Health and Wellness Center schematic design on behalf of the parties. The City shall have no responsibility to supervise or manage the construction of the approved design plans under paragraph 4 of this Agreement.

6.2 Each party to the Agreement shall defend, indemnify, and hold the other parties harmless from claims, actions, injuries, damages, losses, or suites including attorney's fees, arising or alleging to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the Indemnitor, its elected officials, employees, officers, agents, assigns, volunteers, or representatives.

6.3 The City shall maintain all financial records necessary to carry out the purposes of this Agreement by generally accepted accounting principles. Such records shall be available during normal working hours for the review of the respective parties, their accounting representatives, or the State Auditor.

6.4 This Agreement and all questions concerning the capacity of the party, execution, validity (or invalidity), and performance of this Agreement, shall be interpreted, construed, and enforced in all respects by the laws of the State of Washington. The venue for any action will be Jefferson County Superior Court.

Jefferson County School District No.50

City of Port Townsend

Dr. Linda Rosenbury Date
Superintendent

John Mauro, City Manager Date

Jefferson County Hospital District No.2

Jefferson County

Mike Glenn, Chief Executive Officer Date
Date

Kate Dean, County Commissioner

Port of Port Townsend

Eron Berg, Executive Director Date