

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director *FG*

Agenda Date: March 11, 2013

Subject: Interlocal Agreement with Jefferson Healthcare for Children's Health and Fitness Programming

Statement of Issue: The health, fitness, and wellness of children are of primary concern to the entire community. Jefferson Healthcare and Jefferson County Parks and Recreation seek an interlocal agreement to strengthen each partner's ability to improve children's health and fitness.

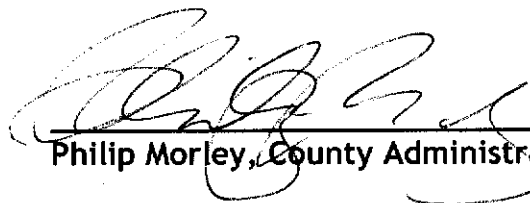
Analysis/Strategic Goals/Pro's & Con's: This agreement has two components, a funding component and shared promotion component. Jefferson Healthcare agrees to provide up to \$10,000

Fiscal Impact/Cost Benefit Analysis: This agreement will result in an additional \$10,000 in revenue for Parks and Recreation to provide the Kid Fit Program.

Recommendation: Sign three copies of the agreement and return to Public Works.

Department Contact: Matt Tyler

Reviewed By:



Philip Morley, County Administrator

3/6/13

Date

INTERLOCAL AGREEMENT REGARDING PARTNERSHIP FOR PROMOTION OF COMMUNITY HEALTH AND FITNESS

(Chapter 39.34 RCW)

THIS INTERLOCAL AGREEMENT is made and entered into this ___ day of _____, 2013 pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, by and between Jefferson County Public Hospital District #2, a Washington Municipal Corporation (hereinafter "Jefferson Healthcare") and Jefferson County, a Washington Municipal Corporation (hereinafter "Jefferson County"). Jefferson Healthcare and Jefferson County are collectively referred to hereinafter as "the Parties".

WHEREAS Jefferson Healthcare is authorized under RCW 70.44.003 to provide health care services , which services include community health, wellness, and preventative care programs; and

WHEREAS Jefferson County is authorized under RCW 36.68.020 to provide public recreation programs, which programs promote community health, wellness, and provide preventative care; and

WHEREAS Jefferson County no longer has the resources to implement every public recreation program that it has in the past;

WHEREAS Jefferson Healthcare and Jefferson County wish to work together to achieve mutual benefit by sharing, supporting, informing, and coordinating certain programs which promote community health, wellness, and provide preventative care; and

WHEREAS it is in the interest of the community that the parties cooperate to provide efficient, cost-effective community health, wellness and preventative care for people of all ages; and,

WHEREAS each party is a public agency within the meaning of Chapter 39.34 RCW, and each agency has the independent authority to take all action authorized by this Agreement;

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, Jefferson Healthcare and Jefferson County enter into a partnership for the provision of community health, wellness, and preventative care programs as follows:

1. RESPONSIBILITIES OF EACH PARTY

1.1 Compensation. Between February 1, 2013, and January 31, 2015, Jefferson Healthcare shall remit payment to Jefferson County of \$20 per participant in the Jefferson County Parks and Recreation Kid Fit Program (hereinafter "Kid Fit Program"), not to exceed a total of \$10,000.

1.2 Use of funds. Funds provided by Jefferson Healthcare may be used to pay any and all direct expenses reasonably necessary for the operation of the Kid Fit Program including staff time, equipment, and facility rental.

1.3 Accounting. Jefferson County will keep account of the numbers of participants in the Kid Fit Program and will submit the accounting of participation to Jefferson Healthcare in the form of a monthly notice to be sent on or before the 5th day of each month beginning the first full month after the initiation of this agreement. Jefferson Healthcare will receive the monthly notice and remit payment to Jefferson County within 30 days. Jefferson Healthcare shall not pay participant costs in advance.

1.4 Recognition. Jefferson County and Jefferson Healthcare staff may mutually develop and implement a plan of recognition of this cooperative effort which could include but is not limited to, signage, advertisements, websites, and press releases.

1.5 Promotion. Jefferson County and Jefferson Healthcare agree to mutually develop and implement a system designed to promote participation in the Jefferson County Parks and Recreation Kid Fit program which could include, but is not limited to, printed prescription pads, flyers, presentations, or posters. The cost of each party's promotion costs shall be borne by that party.

1.6 Program details. Attachment A of this agreement provides details of the Kid Fit Program, including program activities, goals, locations, and staff.

1.7 Subsequent programs. Jefferson Healthcare, and Jefferson County may, by mutual agreement, amend this Agreement to add additional programs or responsibilities.

2. PROJECT ADMINISTRATION

Administration of this Agreement and of the Kid Fit program is the sole responsibility of Jefferson County. The contribution by Jefferson Healthcare for subsidizing the Kid Fit Program is in no way construed as transfer of administration of, or responsibility for, any aspect of the implementation and management of the Jefferson County Parks and Recreation Kid Fit Program. Jefferson County is responsible for filing this Agreement in accordance with RCW 39.34.040.

3. MODIFICATION OF AGREEMENT

This Agreement may be amended at any time by written agreement of the duly authorized representatives of all parties.

4. DURATION

This Agreement shall endure until Jefferson Healthcare's \$10,000 payment limit is reached, or until January 31, 2015, unless terminated as provided herein. Any party may terminate the entire agreement by giving written notice to the other party. Said notice of termination shall become effective immediately.

5. HOLD HARMLESS AND INDEMNITY AGREEMENT

To the extent permitted by law, each party (the indemnitor) agrees to defend, indemnify and save harmless the other party (the indemnitee), its elected board or council members, officers, agents and employees, from and against all loss or expense including, but not limited to: judgments, settlements, attorney's fees and costs, claims for damages, penalties or other relief caused by the indemnitor's alleged negligence, or wrongful conduct, except for the injuries, penalties and damages caused by the sole negligence or wrongful conduct of the indemnitee. Claims for damages or other relief include, but are not limited to, those for personal or bodily injury including death. If the claim, suit or action involves concurrent negligence of the parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each party's negligence. It is further and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6. NONDISCRIMINATION

During the performance of this Agreement, Jefferson County, its agents, subcontractors, and employees shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, or any protected status or the presence of any sensory, mental or physical handicap in the administration or delivery of services or any other benefits under the Agreement. The Parties shall comply with all federal, state, or local laws, executive orders, and regulations applicable to this Agreement.

7. AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by each of the parties during the term of the Agreement and for three years after termination or such longer period as required by a party's public records retention policy..

8. ENTIRE AGREEMENT; AMENDMENTS

This agreement represents the entire and integrated agreement between the Parties. This Agreement may be amended only by a written instrument approved by both of the Parties pursuant to regularly-adopted resolutions or other appropriate instruments at open, public legislative meetings, and signed by authorized representatives of both of the Parties.

9. SEVERABILITY AND WAIVER

If any provision of this Agreement is rendered invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. In the event that any Party waives any provision of this Agreement, it shall not be deemed to have waived that provision at any other time or to have waived any other provision.

10. ASSIGNABILITY

No assignment by any Party of this Agreement, or any portion thereof, shall be permitted unless the assignment is authorized by a written instrument approved by all Parties pursuant to regularly adopted resolutions or their appropriate instruments at open public meetings, and signed by authorized representatives of all Parties.

11. REPRESENTATIVES; NOTICES

For purposes of administration of this Agreement, the representatives of the Parties are set forth in this section below. Any notice shall be delivered personally or may be mailed by certified mail, return receipt requested, to the other party. In the case of notice by mail, notice shall be deemed or given on the date of postmark of the return receipt.

Jefferson County, Washington:

Parks and Recreation Manager
623 Sheridan St
Port Townsend, WA 98368
Telephone: 360-385-9129

Jefferson Healthcare

Chief Executive Officer
834 Sheridan St.
Port Townsend, WA 98368
Telephone: 360-385-2200

13. APPLICABLE LAW; VENUE

This Agreement shall be governed by the laws of Washington State. Venue for any action under this Agreement shall be Jefferson County, Washington. The prevailing party in any action brought under this Agreement shall be entitled to award of its reasonable attorneys' fees and costs, including those incurred on arbitration or appeal.

14. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the parties, their successors and assigns.

15. CORPORATE AUTHORITY

Each individual executing this Agreement represents and warrants he/she is fully authorized to execute and deliver the Agreement on behalf of the municipal corporation bound thereby in accordance with a duly and regularly-adopted resolution or other appropriate instrument adopted at an open public meeting, and that this Agreement is binding upon the municipal corporation in accordance with its terms.

16. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

IN WITNESS WHEREOF, Jefferson Healthcare and Jefferson County have executed this Interlocal Agreement Regarding this Agreement has been executed by each party on the date set forth below:

APPROVED AND EXECUTED THIS _____ DAY OF _____, 201_____

JEFFERSON HEALTHCARE

COUNTY OF JEFFERSON

BOARD OF COMMISSIONERS

Mike Glenn

Mike Glenn, Chief Executive Officer

John Austin, Chair

Phil Johnson, Member

David W. Sullivan, Member

Approved as to form only:

David Alvarez 2/19/13

David Alvarez Date

Deputy Prosecuting Attorney

Frank Gifford 2/27/13

Frank Gifford Date

Public Works Director