

Memorandum of Understanding
Healthier Together
Building Community Health and Wellness Together

This Memorandum of Understanding is entered into on the date last signed below by and among 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"), the Port of Port Townsend ("Port"), Jeffco Aquatic Coalition (JAC) and the Olympic Peninsula YMCA ("YMCA"), collectively the partners.

Recitals

- A. The partners agree to plan together to provide long-term infrastructure and opportunities for improving community health and wellness by building on previous collaborative efforts and meeting the evolving needs of our community.
- B. The City of Port Townsend ("City") renewed a lease with the District on June 24, 2014, for a period of 15 years, with an option to renew for an additional 15 years, for use of the Mountain View campus for municipal purposes. Section 6 of the Lease controls the use of Mountain View. Section 6(b) specifically allows for the City to "... partner with community non-profit agencies to provide for additional improvements and facilities at..." Mountain View.
- C. The City of Port Townsend seeks to leverage community resources and lead the effort to plan for a new facility.
- D. The YMCA currently operates programs at Mountain View. Since the fall of 2014, it has been exploring the possibility of expanding its programming at Mountain View in large part by constructing a new facility there.
- E. The Port Townsend School District conducts education activities both at its facilities and at Mountain View. They also use the facility for swim teams and lessons.
- F. The Hospital conducts education and wellness activities at its facilities.
- G. The Port of Port Townsend recognizes the importance of an aquatic and fitness facility in Port Townsend.
- H. The County provides a variety of community services that complement Mountain View Commons through its Community Center and understands the importance of an aquatics component and more facility amenities.
- I. Jeffco Aquatic Coalition is interested in assisting the planning efforts and providing community advocacy for a new facility.
- J. The City has proposed a planning framework, entitled "Healthier Together" that will be used for this effort. It is attached herein.
- K. In 2017, the Jefferson County Board of Health and Hospital Board adopted a Joint Resolution recommending the City, County, and Hospital support a Community Health Improvement Plan (CHIP) program to help address the community's most important health problems, which includes chronic disease prevention through promoting appropriate levels of physical activity and by meeting healthy weight standards.

Agreement

In consideration of the mutual benefits contained in this Agreement, the partners agree as follows:

1. To work collaboratively in 2022 and 2023 to complete the goals of the Healthier Together framework.
2. To participate in a community engagement plan to solicit ideas from the community.
3. That the City will lead this effort.
4. That each partner may contribute funds or staff resources to this project as approved by their governing bodies. The City will act as a fiscal agent for any cash contributions and lead this effort. Any partner may contribute its funds or resources in furtherance of this Agreement.
5. That the partners 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.
6. General.
 - a. Term and Termination. This Agreement is effective on the date last signed. It shall be effective until December 31, 2023, or until terminated in writing by any partner. A partner wishing to terminate the Agreement shall notify the other partners in writing 30 days before the proposed termination date. Termination by one partner shall not terminate the Agreement for the remaining partners.
 - b. Dispute resolution. If there is a dispute regarding the terms of this Agreement, the Chief Executive Officers/ Chief Operating Officers, or their designees of each partner will meet to resolve the dispute. If the dispute is not resolved within 60 days of the first meeting, this Agreement will terminate as to its disputing partners. Each partner will bear its costs.
 - c. Records. The partners agree that the government entities are subject to Washington's Public Records Act, Chapter 42. 56 RCW. Any documentation used by government agencies, whether they physically possess them or not, is a public record and may be subject to disclosure. Each governmental agency will be responsible for its respective records and records requests.

The YMCA and JAC will mark any document that it considers to be proprietary in nature. If a government agency receives a public record request for these documents, it will notify the YMCA and JAC and allow 10 calendar days for the entities to obtain a court order preventing the release of the documents. The government agencies will not assert a trade secret exemption on behalf of the YMCA or JAC. The government agencies will cooperate with the YMCA and JAC in such an assertion. The YMCA and JAC will defend, indemnify, and hold the government agencies harmless from any fines, fees, or penalties associated with the assertion of an exemption to the Public Records Act related to documents provided by the YMCA.

d. Hold Harmless. Each partner to the Agreement shall defend, indemnify, and hold the other partners harmless from claims, actions, injuries, damages, losses, or suits 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.

e. Applicable Law and Venue. This Agreement shall be construed and interpreted by the Laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Jefferson County, Washington. The language of this Agreement shall not be interpreted in favor of or against any Partner as the drafter of this Agreement.

f. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

g. This Agreement does not obligate any partner to take any action for which its governing body has not appropriated funds. It is not binding until ratified by the appropriate authority for each partner.

h. The partners to this Agreement remain, at all times, independent entities. No partner may obligate any other partner nor control or direct the staff of any other partner. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

Jefferson County School District No. 50

City of Port Townsend

Dr. Linda Rosenbury

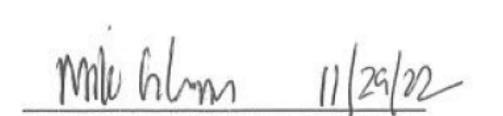
Date

John Mauro, City Manager

Date

Jefferson County Hospital District No.2

Olympic Peninsula YMCA


Mike Glenn, Chief Executive Officer Date
Date

Wendy Bart, Chief Executive Officer **Date**

Jefferson County

Port of Port Townsend

Kate Dean, County Commissioner **Date**

Eron Berg, Executive Director **Date**

Jeffco Aquatic Coalition

Richard Childers 12/1/22

Rich Childers, Board Chair Date