

INTERLOCAL AGREEMENT TO PROVIDE A WALKING PROGRAM

This Agreement is made between Public Hospital District No. 2, Snohomish County, Washington, and the Town of Woodway to provide a walking program at Deer Creek Park.

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 Town of Woodway, a Washington municipal corporation.

2. PURPOSE AND PROGRAM

2.1 The purpose of this Agreement is to enable The Town of Woodway to provide a walking program at Deer Creek Park for the benefit of PHD2 residents (the "Walking Program"). The scope of the Walking Program is described in the Town of Woodway's grant application submitted on June 29, 2018 (attached hereto as Exhibit A (the "Application")).

2.2 As described in the Application, the Walking Program will provide opportunities for area residents to improve their health by walking and through exercise at Deer Creek Park and the program will include the improvement of a walking trail, installation of an exercise circuit, and other park improvements to encourage physical activity by area residents.

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 Town of Woodway 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 Town of Woodway is accepted and approved by PHD2 as described below.

5. OBLIGATIONS OF PHD2

5.1 PHD2 will fund the Walking Program provided by the Town of Woodway in one payment of forty-seven thousand five hundred dollars and no cents (\$47,500.00) on November 15, 2018.

6. OBLIGATIONS OF THE TOWN OF WOODWAY

6.1 The funds provided by PHD2 will be used by the Town of Woodway solely to fund a portion of the cost of walking path improvements including the design and installation of a walking path, an exercise circuit, 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 Town of Woodway no later than July 1, 2019. The Town of Woodway will be solely responsible for ongoing maintenance of the walking path 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 Town of Woodway agrees to make the new trail and facility at Deer Creek Park available during the term of this Agreement for use to encourage the physical activity by residents, schools and other community groups and organizations that offer physical activity opportunities in the PHD2 service area.

6.3 The Town of Woodway will measure the results of the Walking Program, including the number participants that take place in planned walks through Sherwood Elementary, the number of seniors that participate in organized exercise programs at the park and through activity counts collected through cards or other logs placed at the trail and within Deer Creek Park.

6.4 The Town of Woodway 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

6.5 The Town of Woodway will use the funds provided by PHD2 only for the Walking Program and will return any portion of the payments that are not used for the Walking Program by February 15, 2021.

6.6 The Town of Woodway recognizes that PHD2 is a public agency subject to audit by the Washington State Auditor. The Town of Woodway 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.

6.7 The Town of Woodway will comply with all local, state and federal laws including, if applicable, the federal Health Insurance Portability and Accountability Act ("HIPAA"). Furthermore, the Town of Woodway will comply with all local, state and federal laws for bids, purchasing goods and services, and construction.

6.8 During the term of this Agreement, The Town of Woodway will give every consideration to suggestions by PHD2 for modifications to the Walking Program to obtain more favorable health outcomes of the participants.

6.9 The Town of Woodway will give credit to PHD2 that recognizes its funding of the Walking Program. The use of PHD2's logo, when appropriate, is encouraged. PHD2 and the Town of Woodway will work cooperatively to find a mutually agreeable way to recognize PHD2's funding of the Walking Program in Deer Creek Park.

7. MISCELLANEOUS PROVISIONS

7.1 Relationship of the Parties. The relationship created between PHD2 and The Town of Woodway 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 Town of Woodway will indemnify, defend and hold PHD2 harmless from any claims, lawsuits or other actions, and judgments arising in any way from the Walking Program provided under this Agreement, except for injuries and damages caused by the sole negligence of PHD2. The Town of Woodway will maintain a liability insurance policy of at least \$1,000,000 per occurrence 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
Lynnwood, WA 98036

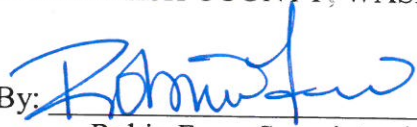
To the Town of Woodway:

Carla Nichols
Town of Woodway
23920 113th Place W
Woodway, 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.

AGREED TO:

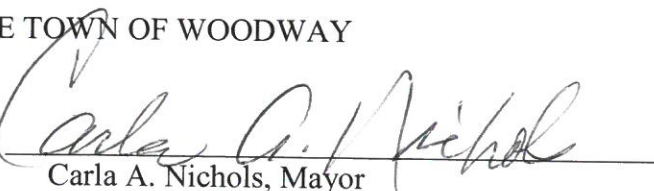
PUBLIC HOSPITAL DISTRICT NO. 2
SNOHOMISH COUNTY, WASHINGTON

By: 

Robin Fenn, Superintendent

Date: 14 NOV 2018

THE TOWN OF WOODWAY

By: 

Carla A. Nichols, Mayor

Date: Nov. 6, 2018