AGREEMENT TO PROVIDE A DROWNING PREVENTION PROGRAM

This Agreement ("Agreement") is made between Public Hospital District No. 2, Snohomish County, Washington and the City of Mountlake Terrace to provide a drowning prevention program to students who live or go to school in the Edmonds School District. In consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

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 Mountlake Terrace, a Washington municipal corporation.

1.3   Hereinafter, PHD2 and the City are each referred individually as a "Party" and collectively as the "Parties."

2. PURPOSE AND PROGRAM

2.1   The purpose of this Agreement is to enable the City of Mountlake Terrace to provide the drowning prevention program for the benefit of PHD2 residents.

2.2   The "Drowning Prevention" program is designed to teach basic swimming skills, personal water safety, and to help young people begin to learn lifeline skills to avoid drowning and injuries. This program will provide training through three (3) sessions of up to ten (10) lessons per year for students kindergarten through twelfth grade who live or attend school in the Edmonds School District.

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."

3.2   The City of Mountlake Terrace is a Washington municipal corporation.

3.3   Each individual executing this Agreement represents and warrants such individual is duly authorized to execute and deliver the Agreement on behalf of its respective Party.

4. TERM AND TERMINATION

4.1   This Agreement shall be effective upon the second signature of the Parties.

4.2   The period for providing the Drowning Prevention program at the City of Mountlake Terrace Recreation Center facility is scheduled to begin on December 18, 2017 and continue through December 30, 2020.

4.3   The Agreement will end when the final invoice and reporting per paragraph 5.2 of this agreement by the City of Mountlake Terrace is accepted and approved by PHD2.

4.4   This Agreement may be terminated by either Party for any reason or no reason upon ten (10) days written notice to the other Party. In the event of termination, the City of Mountlake Terrace shall be entitled to reimbursement from PHD2 for all lessons provided prior to the effective date of the termination.

5.   OBLIGATIONS OF PHD2

5.1   PHD2 will reimburse the City of Mountlake Terrace for delivery of the Drowning Prevention program as follows:

(a)   PHD2 will make payment of $80 per child for each voucher redeemed for Levels 1-4 and a payment of $ TBD for Adaptive Classes for a set of up to 10 lessons;

(b)   PHD2 will provide funding of $75 for the purchase of classroom-based education materials on water safety;

(c)   PHD2 will provide funding of $20 per classroom presentation made in the Edmonds School District by City of Mountlake Terrace staff on water safety.

5.2   The City of Mountlake Terrace can request payment from PHD2 by submitting an invoice, vouchers, and a summary of lessons and classroom presentations provided by the first of each month under this agreement. PHD2 will make payment via electronic funds transfer by the fifteenth day of each month.

5.3   Continuing payments by PHD2 are contingent, however, on the ability of the City of Mountlake Terrace to continue to meet its obligations under this Agreement. Both parties reserve the right to suspend or terminate these payments at any time for performance or other reasons solely at the discretion of either party.

6.   OBLIGATIONS OF THE CITY OF MOUNTLAKE TERRACE

6.1   In coordination with the PHD2, the Edmonds School District, and the cities of Lynnwood, the Dale Turner YMCA, the City of Mountlake Terrace will provide basic/entry level lessons to third graders who live or go to school in the Edmonds School District. Each voucher will entitle a swimmer to 3 sets of 10 beginner/entry level lessons for Levels 1-4. The swim lessons will include an assessment of the swimmer's ability to meet basic water safety skill standards.

6.2   Additionally, the City of Mountlake Terrace will host water safety evaluation/education events and other activities to screen for children and youth (kindergarten to twelfth grade) that have a need for beginner/entry level lessons swimming lessons. The City of Mountlake Terrace will evaluate children and youth that attend these events to determine their swimming/water safety level. Those children and youth that are not deemed to have basic swimming/water safety skills will receive a voucher for 3 sets of 10 beginner/entry level lessons for Level 1.

6.3   The City of Mountlake Terrace will track and report progress of the program. Along with its request for payment to PHD2, the City of Mountlake Terrace will provide list of participants in the program that includes the swimmer's name and whether the swimmer met the recommended standards for basic water safety skills. On an annual basis by February 15th of each year of the program, the City of Mountlake Terrace will provide a more detailed report to PHD2 summarizing the results of participant swimming ability and improvement, collated by age, sex, and ability level in electronic spreadsheet format.

6.4   The City of Mountlake Terrace recognizes that PHD2 is a public agency subject to audit by the Washington State Auditor. The City of Mountlake Terrace 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.

6.5   The City of Mountlake Terrace will comply with all local, state and federal laws including, if applicable, the federal Health Insurance Portability and Accountability Act ("HIPAA").

6.6   During the term of this Agreement, the City of Mountlake Terrace will give every consideration to suggestions by PHD2 for modifications to the Drowning Prevention program to obtain more favorable health outcomes of the participants.

6.7   The City of Mountlake Terrace will communicate to the public and other appropriate audiences regarding the work conducted under the Drowning Prevention program and will acknowledge the contribution of PHD2 funds in support of the program in those communications.

7.   MISCELLANEOUS PROVISIONS

7.1   Relationship of the Parties/No Third Party Beneficiary. The relationship created between PHD2 and the City of Mountlake Terrace 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. Each Party to this Agreement shall be responsible for its own negligence and/or wrongful acts or omissions, and those of its own officials, agents, employees, or representatives, to the fullest extent required by the laws of the State of Washington. Each Party will indemnify, defend and hold the other Party, its officers, elected and appointed officials, employees and agents harmless from and against all claims, losses, lawsuits or other actions, costs (including attorney's fees), and judgments from liability for injury or damage, in connection with, or arising from, or related in any way to the performance of this Agreement, caused by its own negligence or wrongful acts or omissions or that of its officials, agents, employees, or representatives. The City of Mountlake Terrace will for the duration of this Agreement, maintain insurance or the equivalent self-insurance or risk pool coverage of at least $1,000,000 per occurrence against claims for injuries to persons or damage to property which may arise from, or in connection with, exercise of the rights and privileges granted by 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 SW
Lynnwood, WA 98036

To City of Mountlake Terrace:

Jeff Betz
City of Mountlake Terrace
6100 219th Street SW, Suite 200
Mountlake Terrace, WA 98043

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: _____   Date: 27 DEC 2017
       Robin Fenn, Superintendent

CITY OF MOUNTLAKE TERRACE

By: _____   Date: 12/20/17
       Scott Hugill, City Manager