

MEMORANDUM OF AGREEMENT

BETWEEN

PeaceHealth St Joseph Medical Center

Opportunity Council

Unity Care NW

Whatcom County

The Parties enter into this Memorandum of Agreement to initiate a capital campaign for the construction of the “The Way Station” , at the County owned building at 1500 State St. in Bellingham, that will provide services to people who are homeless and living either in shelters or who are unsheltered. The project is anticipated to provide; recuperative respite care, health care services; including expanded access to laboratory testing for illness, vaccine administration and health monitoring, hygiene services, case management services; including link visitors and respite residents with housing, social and health care resources. The building at 1500 State Street may also be used to house County services including health department services, Emergency Medical Services and other health services similar to the GRACE program.

WHEREAS, the Parties have a shared and mutual interest in achieving the objective stated above; and

WHEREAS, the homeless population continues to increase in Whatcom County; and

WHEREAS, the COVID-19 pandemic has tested the community in extreme ways, especially the homeless population; and

WHEREAS, establishing a centralized location will allow for the provision of services to assist and encourage transition to sustainable housing and access to social and health services; and

WHEREAS, the co-location of these services through this community partnership will provide a cost-effective approach to improving health outcomes for this population and fill identified gaps in the care continuum; and

WHEREAS, the County owns an underutilized building located at 1500 State Street with enough space to accommodate medical respite, hygiene center, health care, long-term housing supports and case management and other desired services; and

WHEREAS, the County will need to accommodate Health Department staff at this facility and/or will need to continue to fund their capital plan to accomplish a single location for Health Department staff without interruption to their services; and

WHEREAS, the location is within close proximity to downtown, transportation facilities and other social and health service providers; and

WHEREAS, the community would benefit from a centrally located facility at 1500 State Street that would house both comprehensive community services and programs (on the second floor) and Way Station services (on the first floor;); and

WHEREAS, the Parties have mutually agreed to explore funding options and pursue a capital campaign to raise the necessary funding to achieve the resources necessary to construct The Way Station; and

WHEREAS, this MOA establishes certain obligations of the parties related to the funding and development of the Way Station and serves as a critical milestone necessary to secure funds from numerous funding sources including private and governmental entities;

WHEREAS, PeaceHealth St. Joseph Medical Center (PHSJMC), Unity Care NW, and Opportunity Council has requested the Whatcom County Council and County Executive to consider utilizing the 1500 State St property for this purpose in May of 2020.

NOW THEREFORE BE IT AGREED THAT THE PARTIES AGREE AS FOLLOWS:

1. PeaceHealth St Joseph Medical Center (PHSJMC)

- PHSJMC Governing Board has approved a contribution of \$400,000.00 in capital funds for expenses incurred and associated with the design and construction of the Way Station, which will provide respite services for unsheltered people who have been experienced illness and need respite care following or proceeding hospital services.
- PHSJMC agrees to award the \$400,000.00 contribution through a separately executed fiscal sponsorship agreement between PHSJMC and Unity Care NW, the purpose of such funds shall be used for costs associated with schematic design and construction of The Way Station.
- PHSJMC agrees to work diligently and collaboratively to obtain additional funding to cover both the capital and operating costs of providing shower, bathroom, and laundry services. Any additional funding shall be contributed through additional separately executed fiscal sponsorship agreements between PHSJMC and Unity Care NW as needed.
- PHSJMC agrees to partner with the Opportunity Council on the analysis and planning for ongoing operating costs associated with operation of the respite services.

2. Opportunity Council (OC)

- OC agrees to explore provision of staffing for respite services and work collaboratively with partners to obtain operating funds.
- Shower, bathroom, and laundry services will be provided as part of the Way Station services which may be operated by the OC, UCNW or other contracted entity.
- Case Management services to connect homeless individuals to longer term housing and to ameliorate the social determinants of health will be provided through a collaboration between UCNW and the OC.

3. Unity Care NW (UCNW)

- UCNW will provide and fund walk-in medical and behavioral health services to homeless individuals, including but not limited to those using other services of the Way Station.
- UCNW will pay for schematic design services for the Way Station. An initial call upon any successful collaborative fundraising for the project will be used first to reimburse UCNW for the schematic design of the shared shower, bathroom, and laundry facilities, and secondarily to reimburse UCNW for the schematic design of the medical, behavioral health and case management portion of the facility.
- UCNW will serve as the lead organization and fiscal intermediary for the purposes of collaborative fundraising for The Way Station's capital campaign.
- Shower, bathroom, and laundry services will be provided as part of the Way Station services which may be operated by the OC, UCNW or other contracted entity.
- OC agrees to work in collaboration with UCNW to provide Case Management services to connect homeless individuals to longer term housing and to ameliorate the social determinants of health.

4. Whatcom County (WC)

- Upon commencement of a capital campaign, WC will complete negotiations to lease this County owned property to The Way Station collaborative partners for a period not to exceed 30-years, with an option for lease renewal at a rate of \$1 a year. Additionally, the County will consider selling the property to one of the partners prior to the end of the initial lease term.
- WC is not obligated to make capital contribution related to the project.
- WC is not obligated to pay for operational costs for services provided by PHSJMC, UCNW or OC, but WC will work collaboratively to secure appropriate operational funding.
- WC may house other social service agencies and programs on the second floor of the 1500 State Street property, including but not limited to health department services, Emergency Medical Services and other health services similar to the GRACE program.

5. ALL PARTIES

- PHSJMC, OC, WC, and UCNW will respectively operate each of their programs independently after the capital campaign is completed, including operational fiscal considerations. The parties will complete a separate MOUs for ongoing operational purposes.
- PHSJMC, OC, WC, and UCNW will work collaboratively to secure ongoing operational funding for the hygiene, and unfunded, portion of the Way Station.
- PHSJMC, OC, and UCNW may have separate agreements with WC for each agency's use of the 1500 State Street facility.
- PHSJMC, OC, WC, and UCNW are jointly responsible for the success of this collaboration.

OPPORTUNITY COUNCIL:

Approved as to form:

Title Date

Approved:

Accepted for OPPORTUNITY COUNCIL:

By: _____

STATE OF WASHINGTON)

) ss

COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared _____, to me known to be the _____ of Opportunity Council, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at

_____. My commission expires _____.

Unity Care NW:

Approved as to form:

Title Date

Approved:

Accepted for Unity Care NW:

By: _____

STATE OF WASHINGTON)

) ss

COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared _____, to me known to be the _____ of Unity Care NW, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at

_____. My commission expires _____.

WHATCOM COUNTY:

Approved as to form:

Chief Civil Deputy, Prosecuting Attorney

Approved:

Accepted for Whatcom County:

By: _____

Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at

_____. My commission expires _____