

MEMORANDUM OF AGREEMENT

BETWEEN

**PeaceHealth St Joseph Medical Center
Opportunity Council
Unity Care NW
Whatcom County**

This Memorandum of Agreement is intended to supersede the Memorandum of Agreement (Whatcom County Contract No. 202010015) entered into by the Parties on October 15, 2020.

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 N. State Street 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 N. 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 N. 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 N. 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 N. State Street property for this purpose in May of 2020.

WHEREAS, this past year's capital campaign has been very successful, including financial commitments from the State of Washington, Whatcom County, PeaceHealth, First Federal Foundation and pending/potential commitments from United States Congress, local foundations and individual donors totaling an amount that exceeds the anticipated cost of construction of the project;

WHEREAS, based upon the success of the capital campaign the partnership is progressing toward further defining roles and responsibilities for the following phases: Phase II – Architectural Design Services, Phase III – Construction, Phase IV – Operating Agreements and Funding; and

WHEREAS, the Parties previously entered into and Memorandum of Agreement ("MOA") on October 15, 2020 that set out to forward the shared goals and objectives discussed herein; and

WHEREAS, the Parties agree and intend that this Memorandum of Agreement shall replace and supersede the MOA entered into on October 15, 2020;

WHEREAS, the Parties acknowledge that this MOA does further specify and clarify the obligations of the Parties in accomplishing the shared goals.

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 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 operating costs of providing shower, bathroom, and laundry services to be provided as part of services at The Way Station. Any additional funding requirements shall be contributed through separate executed fiscal sponsorship agreements between PHSJMC and UCNW 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)

- QC 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.
- QC shall collaborate with UCNW to provide case management services to connect homeless individuals to longer term housing and to ameliorate the social determinants of health.

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. All raised funds by and through UCNW will be paid to WC for the construction of The Way Station after Phase II-Architectural Services expenses are settled.
- Shower, bathroom, and laundry services that will be provided as part of The Way Station services may be operated by the QC, UCNW or other contracted entity.

- Subject to terms of this MQA, UCNW will serve as fiscal intermediary and design lead between all partners and RMC Architects during Phase II- Architectural Design Services for the project. This responsibility includes working with all parties to address individual program and facility needs and paying for schematic design services for The Way Station from committed PHSJMC funding (\$400,000).
- UCNW will collaborate with the QC 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 the initial lease term.
- Subject to the terms of this MQA, WC will contribute up to \$2,400,000.00 towards capital costs of the project. In recognition of utilizing the property for this project.
- WC does retain the right to house other WC social service agencies, offices, and programs on the second floor of the 1500 N. State Street property, including but not limited to health department services, Emergency Medical Services, and other health services similar to the GRACE program.
- Under this MQA, WC is not obligated to pay for, or guarantee, operational costs for those services provided by PHSJMC, UCNW or QC under this MQA, but WC agrees to work collaboratively with the parties to secure appropriate and available operational funding.
- WC will serve as fiscal intermediary between all partners and contractors for Phase III - Construction of the Project.
- WC will serve as the construction lead on this project, working with all parties to ensure program needs are reasonably addressed.
- As the construction lead WC retains the authority to unilaterally order those construction contract changes related to the project that do not individually exceed \$15,000.00.

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, QC, 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 N. State Street facility.
- PHSJMC, OC, WC, and UCNW are jointly responsible for the success of this collaboration.
- PHSJMC, OC, UCNW and WC agree to actively participate in the architectural design phase of the project (Phase II) as members of the related decision-making committees.
- PHSJMC, OC, UCNW and WC agree to work collaboratively, and consistent with their individual obligations under this agreement, to meet an agreed upon goal of completing Phase II- Architectural Services and Design by fall 2021.
- PHSJMC, OC, UCNW and WC agree to actively participate in both Phase II-Architectural Design and Phase III-Construction as members of the phase-related decision-making committees.
- PHSJMC, OC, UCNW and WC agree to work collaboratively, and as is consistent with their individual obligations under this agreement, to meet an agreed upon goals of starting Phase III-Construction by late fall 2021 or early 2022 and completing construction in 2022.
- PHSJMC, OC, WC, and UCNW will work collaboratively to support each other to establish the responsibilities for the delineated operations and services by each respective party.
- The parties will complete a separate MOUs as needed for ongoing operational purposes related to The Way Station.
- 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 lease agreements with WC for each agency's use of the 1500 N. State Street facility.
- PHSJMC, OC, and UCNW will collaborate in good faith to establish an agreed upon framework for the operating agreements and the funding sources for operations prior to the County moving forward with Phase III (construction).

6. FURTHER AGREEMENTS

- PHSJMC, OC, WC, and UCNW agree that WC is not committed under this agreement to provide a minimum amount of funding towards capital or service costs. Additionally, the parties acknowledge and agree that WC shall be the first party entitled to reduce their contribution if the project costs are less than the overall capital amount raised.
- PHSJMC, OC, WC, and UCNW agree that WC shall have final approval over any and all construction systems and construction methods proposed during Phases II and Phases III.

7. SUPERCEDES PREVIOUS AGREEMENTS.

This Memorandum of Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof, all such negotiations commitments, agreements and writings will have no further force or effect

and the Parties to any such other negotiation, commitment, agreement or writing will have no rights of obligations thereunder. Specifically, this Memorandum of Agreement does supersede the Memorandum of Agreement entered into under Whatcom County Contract Number 202010015.

8. TERMINATION

It is acknowledged by the Parties hereto that this agreement may be terminated at will by any of the parties by giving ninety (90) days written notice to the other parties of the desire to terminate.

PeaceHealth St. Joseph Medical Center:

Approved as to form:

Chief Executive, Northwest 10/18/21

Title Date

Approved:

Accepted for PeaceHealth St. Joseph Medical Center:

By: [Signature]

STATE OF WASHINGTON)

) ss

COUNTY OF WHATCOM)

On this 18th day of October, 2021, before me personally appeared Charles Prosper, to me known to be the Chief Executive, NW PeaceHealth St. Joseph Medical Center of Opportunity Council, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Karin L. Johnson

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

Bellingham, WA My commission expires 12/13/2023



OPPORTUNITY COUNCIL:

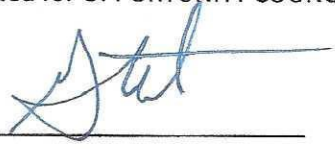
Approved as to form:

EXECUTIVE DIRECTOR 10/5/2021

Title Date

Approved:

Accepted for OPPORTUNITY COUNCIL:

By: 

STATE OF WASHINGTON)

) ss

COUNTY OF WHATCOM)

On this 5 day of October, 2021, before me personally appeared Greg Winter, to me known to be the Executive Director 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

Whatcom County, My commission expires 10/20 05/28/2023



Unity Care NW:

Approved as to form:

CEO 9/27/2021

Title Date

Approved:

Accepted for Unity Care NW:

By: Jodi Joyce

STATE OF WASHINGTON)

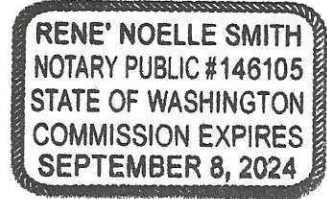
) ss

COUNTY OF WHATCOM)

On this 27 day of September, 2021, before me personally appeared Jodi Joyce, to me known to be the CEO of Unity Care NW, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Rene' Noelle Smith

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



3428 W. Meleod Rd. My commission expires 9/8/2024
Bellingham wa
98225

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 _____