



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.

6. 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:

Title	Date
-------	------

Approved:

Accepted for PeaceHealth St. Joseph Medical Center:

By: Michael P. Dwyer  10/15/2020 01:18 PM EDT
Michael P. Dwyer, EVP Strategy and Community Health

STATE OF WASHINGTON)

) ss

COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared _____, to me known to be the _____ Peace Health Medical Center, 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 _____.

OPPORTUNITY COUNCIL:

Approved as to form:

10/15/2020

Title Date

Approved:

Accepted for OPPORTUNITY COUNCIL:

DocuSigned by:
By: Greg Winter
555C420154704A0...

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:

10/15/2020

Title Date

Approved:

Accepted for Unity Care NW:

By:  DocuSigned by:
Jodi Joyce

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:

DocuSigned by:
Chris Quinn 10/15/2020
EC468EF5C88B4FD...

Chief Civil Deputy, Prosecuting Attorney

Approved:

Accepted for Whatcom County:

DocuSigned by:
Satpal Singh Sidhu 10/15/2020
By: 7373A1E2A59A4ED

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 _____

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202010015

Originating Department:	Executive Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Non-Departmental
Contract or Grant Administrator:	Tyler Schroeder, Deputy Executive
Contractor's / Agency Name:	St. Joseph, Unity Care and Opportunity Council
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/>	
Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____	
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:	
<input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency	
<input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>\$1/year lease for Sate Street facility</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	
The Parties agree 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.	
Term of Contract:	Expiration Date:

Contract Routing:	1. Prepared by: <u>twh</u>	Date: <u>09/17/20</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>09/17/20</u>
	3. AS Finance reviewed: <u>Bbennett</u>	Date: <u>09/18/20</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: <u>10-15-20</u>
	7. Council approved (if necessary): _____	Date: <u>10-13-20</u>
	8. Executive signed: _____	Date: <u>10-15-2020</u>
	9. Original to Council: _____	Date: _____