

**RECIPROCAL AGREEMENT BETWEEN SNOHOMISH HEALTH DISTRICT
AND
SOUND FOUNDATION FOR PUBLIC HEALTH**

THIS AGREEMENT is made and entered into on this 15 day of April, 2021, by and between the Snohomish Health District, a municipal corporation, herein after referred to as the "District"; and Sound Foundation for Public Health, a public benefit non-profit corporation, herein after referred to as the "Foundation."

WITNESSETH:

WHEREAS, the Snohomish Health District is a public health district dedicated to the provision of public health services pursuant to Chapter 70.46 RCW and Chapter 70.05 RCW; and

WHEREAS, pursuant to RCW 70.46.082, the District is the custodian of the District health funds; and

WHEREAS, pursuant to RCW 70.46.100, the District is authorized to obtain real or personal property necessary for the conduct of its affairs; and

WHEREAS, pursuant to RCW 70.46.060, the District Board of Health is the governing body authorized to undertake actions necessary perform the duties of local boards of health under Chapter 70.05 RCW; and

WHEREAS, the Foundation exists as a non-profit, charitable organization organized under Chapter 24.03 RCW, independent of the District, with a separate Board of Directors, Bylaws, mission, policies and procedures and has the full power and authority to solicit, raise and acquire contributions, grants, gifts, bequests, trusts, and property in accordance with its mission; and

WHEREAS, supporting, aiding and assisting in the development, maintenance, promotion, growth and preservation of the District's mission, services, programs, collections, facilities and staff, are all missions consistent with the Foundation's charitable purpose; and

WHEREAS, the District recognizes the Foundation's ability and authority to manage and protect the privacy and confidentiality of donors; and

WHEREAS, the District desires that the Foundation provide support for the public benefit of the District; and

WHEREAS, the Foundation desires to provide support for the public benefit of the District in furtherance of the Foundation's charitable purposes;

NOW, THEREFORE, in consideration of the mutual exchange of services, public benefit and the other covenants and Agreements hereinafter mentioned, the parties hereto covenant and agree as follows:

- I) THE DISTRICT AGREES TO:
 - a) Subject to budgetary restrictions and appropriations, provide staff support and services including, but not limited to, the provisions of Addendum No. 1 (2021) to the Foundation consistent with the annual Snohomish Health District Board of Health-approved budgets and with an expectation that the Foundation will use such resources to derive a positive benefit to the District. Such staff assistance, infrastructure and resources, and services may include but shall not be limited to those items set forth in Addendum No. 1 (2021), attached hereto and incorporated by this reference, all in consideration for Foundation services as described herein.
 - b) Share its plans, priorities, goals, objectives and funding needs annually with the Foundation and coordinate with the Foundation on its fund-raising initiatives.
 - c) Maintain proper accounting records reflecting the costs of service rendered by the District on behalf of the Foundation.
 - d) Prepare a year-end accounting of the tangible economic benefits and costs incurred in connection with delivering the expected benefits of this Agreement.
 - e) Accept such donations and instruments deemed gifts tendered by the Foundation for which the District is designated as the recipient by the donor, in compliance with applicable laws, District and Foundation policies, and any gift agreements.

- II) THE FOUNDATION AGREES TO PROVIDE BENEFITS TO THE DISTRICT INCLUDING BUT NOT LIMITED TO THOSE PROVIDED FOR IN THE ANNUAL ADDENDUMS AND AS SET FORTH BELOW:
 - a) Establish policies and procedures for the necessary management of all affairs of the Foundation in consonance with the laws and regulations applicable to organizations described under Chapter 24.03 RCW and section 501(c)(3) of the Internal Revenue Code as now enacted or hereafter amended or supplemented.
 - b) Provide written notice to the District regarding any proposed changes to the Foundation's Articles, Bylaws, mission or policies when the proposed changes have the potential to affect the Foundations interaction with or relationship to the District. Any such notice shall be presented to the District not less than thirty (30) days prior to such changes being considered by the Board of Directors of the Foundation.
 - c) Encourage continuous and special philanthropic support, benefactions and other such funding activities for the benefit of the District.
 - d) Accept, hold, administer, invest and disperse funds or other assets in accordance with its purposes as established by the Foundation's Articles of Incorporation, Bylaws, policies and donor intent.
 - e) Tender to the District in a timely manner, all donations and instruments deemed gifts received by the Foundation for which the District is designated as the recipient by the donor.
 - f) Disclose to the District any terms, conditions, or limitations imposed on a gift by a donor. The District will comply with any such terms, provided they are not contrary to law and will provide the Foundation with the appropriate documentation showing compliance or advise the Foundation that it is unable to comply with the donor's conditions.
 - g) Ensure compliance with Washington Administrative Code (WAC) 434.120.107 in regard to audited financial report requirements for charitable organizations.
 - h) Report to the District the Foundation's revenue and expense statements for the preceding year and its end-of-year balance sheet.

- i) Provide an annual mid- year presentation to the Board of Health prior to the District's budget development.
- j) Provide an annual end-of-year letter of accomplishments to the District.
- k) Serve as a designated supporter of the District as mutually agreed upon and authorized by each parties' respective Board.
- l) Provide such other services and undertake such other activities for the benefit of the District as the Foundation and the District shall identify from time to time by written Addendum to this Agreement.

III) ANNUAL EVALUATION AND REVIEW

- a) The District and the Foundation will bi-annually identify the services that the Foundation and District will provide to the other and the activities that the Foundation and the District will undertake for the benefit of the other, which shall be described in a yearly Addendum(Addenda) to this Agreement signed by the parties.
- b) In order to assist the parties in negotiating the bi-annual Addendum(Addenda) and identifying appropriate programs and deliverables, the Foundation shall submit an annual proposal not later than June 1 of each year outlining any funds and in-kind contributions that it is requesting for the upcoming year.
- c) The District shall perform an annual cost/benefit review of this Agreement.

IV) TERM OF AGREEMENT

The initial term of the Agreement shall be two (2) years, but such term shall be automatically extended on each anniversary date hereof for an additional two (2) year period unless either party shall have given written notice to the other at least one hundred twenty 120 days prior to the next anniversary date hereof, of its desire not to extend this Agreement.

V) MODIFICATION

The Agreement shall be effective upon the signatures of both parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

VI) TERMINATION

Notwithstanding the provisions of Term of Agreement, either party may terminate this Agreement effective at the end of any District fiscal year, with or without cause, upon either party providing sixty (60) days written notice to the other party prior to the end of the District's fiscal year.

VII) LIABILITY/INSURANCE

Each Party to this Agreement shall be responsible for its own negligent and/or wrongful acts or omissions, and those of its own agents, employees, representatives, contractors or subcontractors, to the fullest extent required by the laws of the State of Washington. When the gross revenues of the Foundation meet or exceed Fifty Thousand Dollars (\$50,000.00), the Foundation shall obtain appropriate insurance recommended by a professional insurance broker which insurance shall include commercial general liability coverage and fidelity employee coverage among any other recommended coverages. To the extent that the District has insurable interests, it shall be added to any respective insurance policies as a named insured.

VIII) ASSIGNMENT

Neither party may assign or transfer this Agreement.

IX) OWNERSHIP/TITLE TO ASSETS

The parties agree that ownership/title to all tangible assets or property tendered by the Foundation to the District or acquired by the District at the direction of the Foundation for reimbursement shall immediately transfer and be retained by the District. The responsibility for maintenance and/or repair to such assets or property shall be assumed by the District at such time of conveyance.

X) GOVERNING LAW AND DISPUTES

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The parties (1) agree that prior to any litigation being filed, except in the case of an emergency, the parties will engage in a reasonable alternate dispute resolution process consisting of discussion/negotiation by the parties and/then, if necessary, mediation; (2) if alternate dispute resolution is unsuccessful, any lawsuit or judicial action or proceeding arising out of or relating to this Agreement must be heard in the Superior Court of the State of Washington in and for Snohomish County or the United States District Court for the Western District of Washington, (i) waive any objection to the laying of the venue of any such suit, action or proceeding, (ii) irrevocably submit to the jurisdiction of any such court in any such lawsuit or judicial action or proceeding, and (iii) consent to service of process by mail in respect to any such lawsuit or judicial action or proceeding.

XI) INVALID PROVISION

The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

XII) INDEPENDENT PARTIES

The obligations and liabilities of the parties under this Agreement are several, and are not joint. Neither party shall be obligated or liable for any obligation or liability of the other party. Except as provided herein, neither party shall have, by virtue of this Agreement any right, power or authority to incur any obligation or liability of, to act as the agent or representative of, or to otherwise bind the other party.

XIII) SIGNATURE CLAUSE

Each of the undersigned signatories represents and warrants that he has all necessary and proper authorization to execute and deliver this Agreement on behalf of the party on behalf of which he is signing

Sound Foundation for Public Health

Maria A Montalvo

[Maria A Montalvo \(Apr 14, 2021 18:57 PDT\)](#)

Maria Montalvo, Chair

Approved as to Form:

Bradford N. Cattle

[Bradford N. Cattle \(Apr 15, 2021 09:26 PDT\)](#)

Foundation Attorney

Snohomish Health District

Shawn Frederick

[Shawn Frederick \(Apr 15, 2021 09:30 PDT\)](#)

Shawn Frederick, Administrative Officer

Approved as to Form:

Grant K. Weed

[Grant K. Weed \(Apr 16, 2021 10:51 PDT\)](#)

Grant Weed, Health District Attorney

EXHIBIT A SCOPE OF SERVICES

A. Responsibilities of the Foundation.

The Foundation will complete the following items by December 31, 2021:

- Filing of application state and federal documents necessary to form a non-profit organization and seek 501c3 status;
- Establishing a financial and/or accounting system separate from the District;
- Creating a website and associated email accounts;
- Business and/or fundraising plan; and
- Work with the District to develop a process for researching, vetting, applying for and monitoring grants applied for on behalf of the District.

The Foundation seek and prioritize funding opportunities focused on:

- Completing a community health assessment (CHA) and/or community health improvement plan (CHIP)
- Youth mental health
- Suicide prevention (all ages)
- Health disparities and social determinants of health
- Climate change

B. Responsibilities of the Health District.

The Health District shall provide the following in-kind contributions:

- Administrative support to assist with meeting scheduling, collecting and forwarding mail, and managing and distributing documents. Time spent will not exceed more than 20 hours per month.
- Grant support, with grant research and writing needs dependent on available grants. The District will work with the Foundation to develop a process for researching, vetting, applying for and monitoring grants applied for on behalf of the District. The District's Grants Coordinator will support grant proposal development and applying for grants through the Foundation. Upon successful grant award, the District will work with the Foundation to coordinate grant monitoring and compliance processes.
- Management and technical oversight, with the Administrative Officer or designee and Board of Health chair or designee will participate in Foundation board meetings as ex-officio members. The Public & Government Affairs Manager will also serve as a liaison between the District and the Foundation to confirm priorities and/or limitations, special projects and needs that the Foundation can support. This work will not exceed more than 20 hours per month.
- Marketing and media support to assist in developing branding and collateral needed, as well as establishing social media channels. Staff will coordinate with any vendors or contractors hired by the Foundation to develop a website and/or branding materials. This work will not exceed more than 20 hours per month.
- Office and meeting space will be made available for the Foundation's use, so long as it does not conflict with the regular business needs of the District.