

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: 2017-018 Kitsap Public Health District - Municipal Storm Water Permit Services

CONFORM AS TO DATES & SIGNATURES

- Approved by the Mayor: _____
- Approved by the City Council: 5/3/17
- Completion: 6/30/2022
- Recorded: _____
- Certificate of Liability: _____

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
- Posted to Web Site
- Department: _____
- Mayor
- Other: _____

Rhiannon Fernandez
City Clerk

06/22/2017
Date

CONTRACT FOR SERVICES #2017-018
Kitsap Public Health District and City of Poulsbo

This Contract for Services (Contract) is entered into by the Kitsap Public Health District, which has its principal offices at 345 6th Street, Suite 300, Bremerton, Washington, 98337; herein referred to as "District", and the City of Poulsbo, 200 NE Moe Street, Poulsbo, WA; herein referred to as "City of Poulsbo".

SECTION 1. TERM

The Contract shall be effective July 1, 2017, through June 30, 2022.

SECTION 2. SERVICES TO BE PROVIDED

The type of work to be performed by the District on behalf of the City will include, but is not limited to, one or more of the following: water quality testing for potential storm water illicit discharges and connections (screening); investigation of (confirmed) illicit storm water discharges and connections; correction of illicit discharges and connections through a combination of education and enforcement of environmental health regulations; and other work related to the City of Poulsbo's compliance with their Municipal Storm Water Permit.

Whenever the City desires to obtain work from the District, the City shall provide a detailed Scope of Work and make a request for said work to the District in writing. The District shall provide a detailed budget and schedule to the City in writing. The City shall notify the District, in writing, of its approval of the budget and schedule and indicate that the District shall proceed with the work.

SECTION 3. CONTRACT REPRESENTATIVES

District and City of Poulsbo will each have a contract representative. Either party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

DISTRICT Contract Representative

John Kiess, RS
Environmental Health Director
Kitsap Public Health District
345 – 6th Street, Suite 300
Bremerton, WA 98337

CITY OF POULSBO Contract Representative

Andrzej Kasiniak, P.E.
Director of Engineering
City of Poulsbo
200 NE Moe Street
Poulsbo, WA 98370

SECTION 4. COMPENSATION

District will be paid only for work expressly authorized in Section 2, or as amended pursuant to Section 5. District's billing rate will be \$109/hour. The total compensation payable under the Contract by the City of Poulsbo to District in no event will exceed more than \$25,000 per twelve-

month calendar period for a total of \$125,000 over the five-year term. Staff salary, benefits, and overhead (included in above billing rate), required professional services and all other costs necessary to complete the above work are eligible expenses.

District will submit to City of Poulsbo invoices that document time worked, work accomplished, and all associated expenses. Subject to the other provisions of the Contract, City of Poulsbo will usually pay such invoices within 30 days of receiving them.

Invoices should be submitted to:

Andrzej Kasiniak, P.E.,
Director of Engineering
City of Poulsbo
200 NE Moe Street
Poulsbo, WA 98370

SECTION 5. AMENDMENTS

All Contract renewals, amendments, or modifications must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by both parties and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

Each party will hold harmless, indemnify, and defend the other, its officers, officials, employees and agents; from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever; including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, to the extent caused by or arising out of the indemnitor's acts, errors or omissions in the performance of the Contract; provided, however, that the indemnitor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the acts, errors or omissions of the indemnitee or its officers, officials, employees or agents. Solely for the purposes of this provision, each party waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This section shall survive termination or expiration of the Contract.

SECTION 7. NONDISCRIMINATION

District, its assignees, delegates, or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any disability.

SECTION 8. DISPUTES

If a dispute arises under the Contract that cannot be resolved by the parties, the dispute will be submitted to a three-member dispute board. Each party will appoint one member to the dispute board. The two members so appointed will jointly appoint the third member. The dispute board will review the facts, contract terms and law and make a determination of the dispute. Provided that both parties cooperate reasonably and in good faith, they agree to avail themselves of this dispute resolution process before resorting to litigation to resolve disputes.

SECTION 9. CHOICE OF LAW, JURISDICTION, AND VENUE

9.1 The Contract will be construed as having been made and delivered within the State of Washington and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.

9.2 Any action at law, suit in equity, or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

SECTION 10. MISCELLANEOUS

10.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance or waiver of any provisions of the Contract does not constitute a waiver of such provision or future performance or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.

10.2 **Tax Payments.** District will pay all applicable federal, state and local taxes and fees, except those based on the income of the City of Poulsbo.

10.3 **Legal Compliance.** District and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.

10.4 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

10.5 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the Contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.

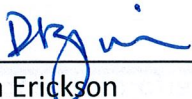
10.6 **Notices.** All notices required to be given by either party to the other under this Contract shall be in writing and shall be given in person or by regular postal mail to the addresses set forth in Section 3. Notice may also be given by facsimile or email with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile or email, service will be effective at the beginning of the next working day.

10.7 **Termination for Convenience.** Either party may terminate the Contract for convenience by providing at least 30 days' advance written notice to the other party.

10.8 **Independent Contractor.** District is providing services under the Contract as an independent contractor of the City and not as an employee.

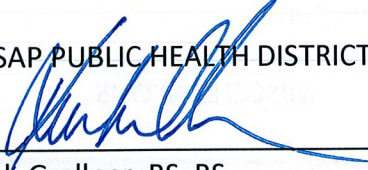
DATED this May day of 3, 2017.

CITY OF POULSBO

By 
Rebecca Erickson
Mayor

DATED this 6th day of June, 2017.

KITSAP PUBLIC HEALTH DISTRICT

By 
Keith Grellner, BS, RS
Administrator