

**POULSBO AGREEMENT DISTRIBUTION SCHEDULE**

**SUBJECT:** BKAT Service Contract

**CONFORM AS TO DATES & SIGNATURES**

- Approved by the Mayor: 1/7/2016
- Approved by the City Council: 1/7/2016
- Completion: December 31, 2025
- 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: Contractor

Rhiannon Fernandez  
City Clerk

02/29/2016  
Date

# BREMERTON KITSAP ACCESS TELEVISION SERVICE CONTRACT CITY OF POULSBO

The City of Bremerton (hereinafter referred to as “Bremerton”) and the City of Poulsbo (hereinafter referred to as Poulsbo), referred to collectively as the “Parties,” enter into the following agreement on this 7<sup>th</sup> day of January 2016:

**Section 1. Scope of Services.** Bremerton, through Bremerton Kitsap Access Television (hereinafter referred to as BKAT), shall provide governmental access television services, including but not limited to, video production and program scheduling related to Poulsbo’s commitments as outlined in this agreement. BKAT shall provide technical support, consultation; pre-production and post-production services; properly trained staff including a videographer for field assignments. BKAT shall provide a dvd copy as long as dvd recordings are used in the proceedings or events within the Poulsbo Chamber AV Room. BKAT shall also provide coordination of programming hours and studio time. BKAT’s specified numbers of service commitments covered by this agreement are herein established

<b>City of Poulsbo Commitments</b>				
<u>Description</u>	<u>Location</u>	<u>Schedule</u>	<u>Number per Year</u>	<u>Estimated Time per Event</u>
City Council Meetings	City Council Chambers	First, Second and Third Wednesdays 6-10pm	36	4 hours
Extra City Meetings or special programs requested by the City	Various locations	As requested	2	3-12 hours*

\*indicates recording and edit time

Poulsbo shall retain control over program content and designate one person to authorize and schedule programs produced under this agreement. BKAT shall provide production and playback of regularly scheduled City Council meetings. Production requests by Poulsbo beyond the scope of this Agreement will be taken on a per production basis. Fees for these services are separate from this Agreement and shall be determined by the applicable rate structure as published by BKAT. Production schedules and timelines for services beyond the scope of this Agreement shall be determined by the Parties at the time of request. Poulsbo shall have total control over content of special productions.

BKAT will work with Poulsbo to establish regular, consistent playback times for programs produced under this Agreement. Once scheduled, program times shall not be moved, altered or deleted without the consent of Poulsbo.

**Section 2. Payment Obligations.** In consideration of the services provided pursuant to this Agreement, Poulsbo shall pay Bremerton an annual amount of 21,319.00 Services rendered beyond the scope of this Agreement, as set forth in Section 1, shall be billed in addition to the

annual amount at the rates established and published by BKAT. Poulsbo shall make funds available to Bremerton as follows:

On a monthly basis, no later than the last claims batch of each month, Poulsbo shall pay Bremerton 1/12<sup>th</sup> of the current annual amount as specified herein. Each year thereafter, on January 1, the annual amount will be re-calculated based upon the amount paid the previous year increased by the Seattle-Tacoma-Bremerton Area Consumer Price Index (CPI) as published in July of the previous year. Bremerton will annually prepare a written notice to Poulsbo of the recalculated annual amount and provide this no later than July 30 prior to the January 31 revised billing date. In the event the CPI is a negative number, the charges would remain as established the previous year. A monthly invoice will not be provided. It is the responsibility of Poulsbo to ensure payments are initiated and completed in a timely manner and in no event shall payment be processed later than the last claims batch of each month.

**Section 3. Term.** This Service Agreement shall be for a period of ten (10) years commencing January 1, 2016 and terminating December 31, 2025

**Section 4. Termination.** Either party to this Service Agreement may terminate the agreement without cause upon giving one hundred twenty (120) days written notice to the other party.

**Section 5. Severability.** Should any part of the Agreement be found void, the balance of the Agreement shall remain in full force and effect.

**Section 6. Indemnify and Hold Harmless.** The Parties shall each indemnify, defend, and hold the other harmless from and against any and all claims, suits, actions, causes of action, losses, damage, or liabilities arising or resulting from any alleged negligent or intentional acts or omissions arising out of the performance or non performance of their respective responsibilities as set out in this agreement. However, in the event of litigation to enforce any of the terms or provisions of the Agreement herein, each party shall pay all its own costs and attorney's fees.

**Section 7. Notices.** All notices and other communications to be given by either party may be given in writing to the appropriate party as follows:

Director of Financial Services  
City of Bremerton  
345 Sixth St., Suite 600  
Bremerton, WA 98337

City Clerk  
City of Poulsbo  
200 Moe St  
Poulsbo, WA 98370

**Section 8. Compliance with Laws.** The Parties shall comply with all applicable Federal, State, and local laws in performing their obligations under this Agreement.

**Section 9. Choice of Law and Venue.** This Agreement shall be interpreted according to the laws of the State of Washington. Any judicial action to resolve disputes arising out of this Agreement shall be brought in the Kitsap County Superior Court.

**Section 10. Assignment.** Any assignment of any portion of this agreement shall not be made

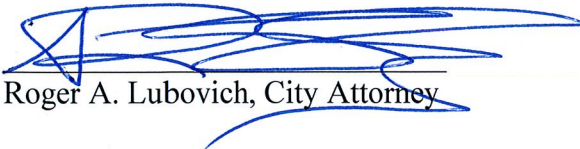
without the written consent of both Parties.

**Section 11. Waiver.** Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right of power arising out of this Agreement shall not be deemed waiver of any other right or power.


CITY OF BREMERTON

  
Patty Lent, MAYOR 02/03/16

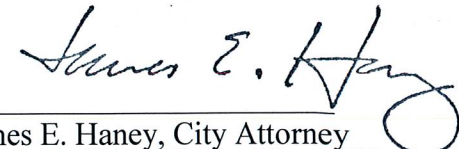
APPROVED AS TO FORM

  
Roger A. Lubovich, City Attorney

CITY OF POULSBO

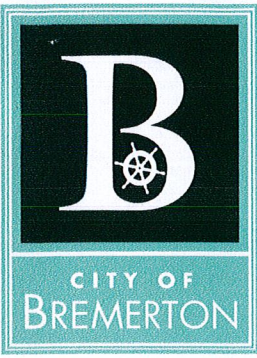
  
Rebecca Erickson, MAYOR

APPROVED AS TO FORM

  
James E. Haney, City Attorney

ATTEST:

  
Kylie Purves, Interim City Clerk



# TRANSMITTAL

City of Bremerton  
 Office of City Clerk  
 345 6<sup>th</sup> Street,  
 Suite 600  
 Bremerton WA 98337  
 P (360) 473-5323  
 F (360) 473-5200

2/4/2016

TO	RE
Deborah Booher, Finance Director City of Poulsbo NE 200 Moe Street Poulsbo WA 98370-7347	BKAT Service Contract  1 Originals
For Your Action	Return to Above Address
<input type="checkbox"/> Sign & Date  <input type="checkbox"/> Attach _____	<input type="checkbox"/> All Originals for Execution  <input type="checkbox"/> ___ Signed Original(s)
For Your Files	Other Instructions
<input checked="" type="checkbox"/> Executed Original  <input type="checkbox"/> Keep ___ Signed Original(s)	

For questions or concerns please email [City.Clerk@ci.bremerton.wa.us](mailto:City.Clerk@ci.bremerton.wa.us)  
 or call Shannon Corin at (360) 473-5323

**POULSBO AGREEMENT DISTRIBUTION SCHEDULE**

**SUBJECT:** \_\_\_\_\_

**CONFORM AS TO DATES & SIGNATURES**

- Approved by the Mayor: \_\_\_\_\_
- Approved by the City Council: \_\_\_\_\_
- Completion: \_\_\_\_\_
- 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: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**POULSBO DISTRIBUTION SCHEDULE**

**SUBJECT:** \_\_\_\_\_

Recorded: \_\_\_\_\_ Recording # \_\_\_\_\_

**DISTRIBUTED COPIES AS FOLLOWS:**

- Clerk's Department: Original
- Public Works:
- PW/Engineering:
- Scanned/Posted to Library Drive
- Other: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**POULSBORO DISTRIBUTION SCHEDULE**

**ORDINANCE NO.**

**SUBJECT:** \_\_\_\_\_

**CONFORM AS TO DATES & SIGNATURES**

- Filed with the City Clerk: \_\_\_\_\_
- Passed by the City Council: \_\_\_\_\_
- Signature of Mayor
- Signature of City Clerk
- Publication: \_\_\_\_\_
- Effective: \_\_\_\_\_
- Recorded: \_\_\_\_\_

**DISTRIBUTED COPIES AS FOLLOWS:**

- NK Herald: \_\_\_\_\_
- Code Publishing
- City Attorney
- Clerk's Department:
- City Council
- Finance:
- Posted to Library Drive and Website
- \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



**POULSBO DISTRIBUTION SCHEDULE**

**RESOLUTION NO.**

**SUBJECT:**

**CONFORM AS TO DATES & SIGNATURES**

- Filed with the City Clerk: \_\_\_\_\_
- Passed by the City Council: \_\_\_\_\_
- Signature of Mayor
- Signature of City Clerk
- Publication: \_\_\_\_\_
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- City Attorney
- Clerk's Department: \_\_\_\_\_
- City Council
- Finance:
- Posted to Library Drive and Website
- \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

## POULSBO DISTRIBUTION SCHEDULE

**SUBJECT:** \_\_\_\_\_

**RECORDING:**

- Recorded Date:
- Short Subdivision Application
- Short Subdivision Mylar – Recording No.
- Supplemental Declaration – Recording No.

**DISTRIBUTE CONFORMED COPIES AS FOLLOWS:**

- City Attorney
- Clerk's Department: Original Application/Copy of Mylar
- Planning/Building
- Public Works
- PW/Engr: 1-Engr, 1-Michael, 1-Owner, (1) Engineering
- KC Assessor, Attn: Cindy, 614 Division Street, MS-22,  
Port Orchard, WA 98366

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date