

INTERAGENCY AGREEMENT
Between
JEFFERSON COUNTY
And
KITSAP PUBLIC HEALTH DISTRICT

This Agreement, hereinafter referred to as the "**Agreement**," is entered into between Jefferson County, a municipal corporation, hereinafter referred to as the "**County**," and Kitsap Public Health District, hereinafter referred to as the "**Contractor**," in consideration of the mutual benefits, terms, and conditions hereinafter specified.

Section 1. Purpose

The County, on behalf of Jefferson County Public Health, through this Agreement will contract with the Contractor to perform work as described in **Exhibit A**.

Section 2. Term

This Agreement shall commence on January 1, 2019, and shall terminate on December 31, 2019. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified.

Section 3. Scope of Work

A. Contractor agrees to perform the services identified in **Exhibit A**.

B. Contractor supports Jefferson County Public Health program goals and objectives.

C. Contractor shall provide reporting detailed in **Section 10**.

Section 4. Compensation

County shall pay the Contractor for work completed and services rendered under this Agreement as follows:

A. Payment for services provided by Contractor as outlined in **Exhibit A** shall not exceed of \$38,645 during the term of this Agreement without express written amendment signed by both parties. In the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this Agreement, this Agreement may be renegotiated or terminated as provided herein.

B. Contractor shall bill, and County shall pay for services on an hourly basis not to exceed the rate of \$106 per hour. Mileage related to performance of the Statement of Work shall be reimbursed at the current rate established by the IRS.

C. Contractor may submit invoices to the County for work completed to date. County shall review such invoices, and upon reasonable approval thereof, make payment to Contractor in the amount approved. Payment shall not be unreasonably withheld, and Contractor shall be given a reasonable opportunity to correct any work reasonably determined by the County to be defective.

- D. The County shall make final payment of any balance due the Contractor promptly upon verification of completion of the work under this Agreement and reasonable acceptance by the County. Payment shall not be unreasonably withheld, and Contractor shall be given a reasonable opportunity to correct any work reasonably determined by the County to be defective.
- E. Contractor records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and/or State of Washington for a period of six (6) years after final payment. Copies shall be made available upon request.
- F. Contractor shall submit invoices to the County detailing the number of hours worked under this Agreement; such invoices shall include the hourly charge, rate, or wage, and expenses related to the performance of this Agreement.

Section 5. Compliance with Laws

Contractor shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.

Section 6. Indemnification

Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, and employees against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, except to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, and employees in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, and employees of the indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Agreement.

Section 7. Insurance

Contractor shall obtain and keep in force during the terms of the Agreement, or as otherwise required.

- A. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence.
- B. Contractor shall provide proof of insurance to the County, in care of, Contract Manager, at Jefferson County Public Health, 615 Sheridan Street, Port Townsend, Washington 98368, prior to commencing contract work.

- C. Contractor shall participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.

Section 8. Independence

Contractor and County agree that Contractor is an independent Contractor with respect to the services performed under this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Contractor shall not be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to employee.

Section 9. Assignments and Subcontracting

Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County.

Section 10. Reporting

Contractor shall provide a report to the County for payment for services rendered monthly. The report shall contain a brief summary of the work performed, relationship to the tasks identified in **Exhibit A** and the total hours worked. The report shall be submitted to Jefferson County Public Health, 615 Sheridan Street, Port Townsend, WA 98368.

Section 11. Termination

A. Termination for Convenience

Either party may terminate this Agreement for convenience, including as a result of changes in available funding, by providing at least 30 days' advance written notice to the other party.

B. Termination for Default

In the event of a default by either party under this Agreement, the non-defaulting party may give written notice to the defaulting party that it intends to terminate this Agreement if the default is not cured within 30 days of the date of the notice or such longer period of time as may be reasonable under the circumstances. If the default is not cured within that time, the non-defaulting party may then notify the defaulting party in writing that this Agreement is terminated. In the event of such termination, the non-defaulting party shall have all rights and remedies available to it under general law.

C. General Termination Provision

Whenever this Agreement is terminated in accordance with this Section, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work.

Section 12. Modification

This Agreement may be modified at any time by written agreement of all parties.

Section 13. Integrated Agreement

This Agreement together with Exhibits or addenda represents the entire and integrated agreement between County and Contractor and supersedes all prior negotiations, representations, or agreements written or oral, between the parties. This Agreement may be amended only by written instrument signed by both County and Contractor.

Section 14. Notice

Whenever a notice is required or permitted to be given under this Agreement, it shall be provided as follows:

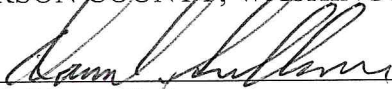
If to the County:
Jefferson County Public Health
615 Sheridan Street
Port Townsend, WA 98368
Attention :

If to the Contractor:
Kitsap Public Health District
345 6th Street, Suite 300
Bremerton, WA 98337

Approved this 10th day of December, 2018

Approved this 11 day of JANUARY ~~2018~~ 2019

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON



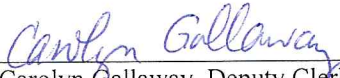
David Sullivan, Chair

KITSAP PUBLIC HEALTH DISTRICT



Keith Grellner, Administrator

ATTEST:



Carolyn Gallaway, Deputy Clerk of the Board

APPROVED AS TO FORM:



Philip Hunsucker, Chief Civil Deputy Prosecutor

EXHIBIT A
STATEMENT OF WORK
Kitsap Public Health District

The County will prioritize the following work for the Contractor. The Contractor and County shall mutually agree upon the scope, data periods, number of meetings and format of deliverables for each work item below.

Contractor will:

Description of Services

- A. **Community Health Data.** Analyze data, generate tables and charts, provide written interpretation of findings.
- B. **Community Survey.** Coordinate survey design, assist with data collection plan and survey distribution. Conduct analysis, generate tables and charts, provide written interpretation of findings.
- C. **Community Workshops.** Coordinate question design and selection of sites/populations. Conduct analysis, generate tables and charts, provide written interpretation of findings.
- D. **Key Informant Interviews.** Coordinate question design and selection of interviewees. Conduct analysis, generate tables and charts, provide written interpretation of findings.
- E. **Report and Topic Sheets.** Produce one comprehensive report that combines results from A-D above and up to 5 focused topic sheets.
- F. **Presentations.** Create summary powerpoint slides and provide four 3-hour in-person presentations (by 2 KPHD staff combined hourly rate).
- G. **Facilitate Prioritization.** Facilitate two in person 2-hour meetings to synthesize data findings into community health priorities.
- H. **Develop CHIP.** Provide guidance on Plan content, scope, and develop monitoring and evaluation framework.
- I. **General Project Coordination.** Two KPHD staff (combined hourly rate) attend two 2-hour in person and 10 1-hour phone planning/strategy meetings; email, misc.
- J. **Mileage KPHD-JCPH for meetings (48.8 miles one-way)**