

AGENCY AGREEMENT

Between

JEFFERSON COUNTY

And

KITSAP COUNTY HEALTH DISTRICT

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

Section 1. Designation

The County, on behalf of the Jefferson County Public Health, acting in compliance under the Contract with Kitsap County Health District in agreement with the terms and conditions of the Statement of Work hereby contracts with the Contractor who will perform duties as described in **Exhibit A**.

Section 2. Term

This Agreement shall commence on January 1, 2009 and continues until terminated by either party as described in Section 11.

Section 3. Scope of Agreement

The Contractor agrees to perform the services, identified on **Exhibit A**.

- A. The Contractor supports the Jefferson County Public Health department program goals and objectives.
- B. The specific duties of the Contractor are outlined in **Exhibit A**.
- C. The Contractor shall provide reporting detailed in **Section 10**.

Section 4. Compensation

The Contractor shall be paid by the County for completed work and for services rendered under this Agreement as follows:

- A. Payment for the services provided by the Contractor as outlined in **Exhibit A** shall not exceed of \$35,000 per calendar year in the completion of this project without an express written amendment signed by both parties to this agreement. In the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement, this contract may be renegotiated or terminated as provided herein.
- B. Contractor shall bill and County will pay for services on an hourly basis at the rate of \$60.

- C. The Contractor may submit invoices to the County for work completed to date. The County will review such invoices, and upon reasonable approval thereof, payment will be made to the Contractor in the amount approved. Payment will not be unreasonably withheld and the Contractor will be given a reasonable opportunity to correct any work reasonably determined by the County to be defective.
- D. The County will make final payment of any balance due the Contractor promptly upon its ascertainment and verification after the completion of the work under this Agreement and its reasonable acceptance by the County. Payment will not be unreasonably withheld and the Contractor will be given a reasonable opportunity to correct any work reasonably determined by the County to be defective.
- E. The Contractor records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
- F. Each invoice submitted by the Contractor to the County for services the Contractor rendered in fulfillment of this contract shall reflect the number of hours utilized in fulfilling the obligations of the Contractor under this contract and shall also include an hourly charge, rate or wage and detailed expenses related to fulfillment of this contract.

Section 5. Compliance with laws

The 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, employees and agents against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, 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, employees and agents in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of 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

The 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 \$300,000 each occurrence. Contractor shall provide proof of insurance to the County, in care of, Contract Manager, at Jefferson County Public Health, 615 Sheridan St., Port Townsend, Washington 98368, prior to commencing employment.

B. The 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

The Contractor and the County agree that the Contractor is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. The 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

The 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

The Contractor will 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, in care of the Jean Baldwin, 615 Sheridan Street, Port Townsend, WA 98368.

Section 11. Termination

A. Termination for Convenience

Either party may terminate this Agreement for convenience, including because of a change 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 nondefaulting 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 nondefaulting party may then notify the defaulting party in writing that this Agreement is terminated. In the event of such termination, the nondefaulting party shall have all rights and remedies available to it under general law.

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 the County and the 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: Director

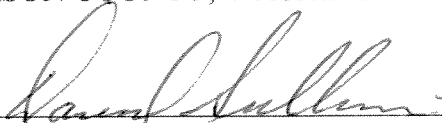
If to the Contractor:

Kitsap County Health District
345 6th Street, Suite 300
Bremerton, WA 98337-1866
Attention: Director of Health

Either party may change its address for notice by providing written notice to the other party.

Approved this 16th day of March, 2009.

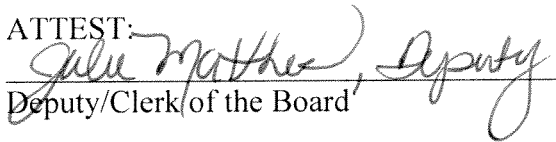
BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON



David Sullivan, Chairperson



Kitsap County Health District

ATTEST:


Deputy/Clerk of the Board

Approved as to form only:

 2/9/09

Jefferson Co. Prosecutor's Office

EXHIBIT A
STATEMENT OF WORK

Kitsap County Health District

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

Contractor will:

- Gather Jefferson County over-sample data of Washington State BRFSS.
- Compile document that compares highlights of Jefferson County Public Health BRFSS to current DOH over-sample data
- Share this compiled document information with JCPH. JCPH & KHD staff will help Jefferson County Board of Health (BOH) to look at data and current information to identify if changes are needed in County policies and priorities
- KHD staff will be technical advisors and compile data presentations for Mental Health/Chemical Dependency (MH/CD) oversight and BOH meetings based on requests received from JCPH.
- Update data using census data, MH indicators, substance abuse, and birth & death data
- Provide overview with Jefferson County Board of Health
- Systematically update Jefferson County data yearly
- KHD will work with the Olympic ESD and the Peninsula Regional Support Network toward a goal to help these regional partners identify data to track over the years and data they can share with all public health
- Update Healthy Youth Survey Reports and the Ahlers Family Planning report to be combined into community reports.

Jefferson County Public Health (JCPH) will:

- Convene local leaders into a subcommittee of Board of Health and MH/CD Oversight Committee
- Jefferson County Public Health agrees to chair meetings, send out invitations, agendas and minutes.
- Work with Jefferson County Law and Justice Committee, the PT City council, the Substance Abuse Advisory Board and the Mental Health Board to share the data and the long-range plan.
- JCPH Director will attend Kitsap County data meetings as invited or needed.