

BREMERTON KITSAP ACCESS TELEVISION SERVICE CONTRACT

This Bremerton Kitsap Access Television Service Contract (“Agreement”) is made and executed by and between the City of Bremerton (“Bremerton”), which operates Bremerton Kitsap Access Television (“BKAT”), and Kitsap Public Health District hereinafter referred to individually as “KPHD”. Bremerton and KPHD hereby agree as follows:

Section 1. Scope of Services. Bremerton, through BKAT, shall provide governmental access television services, including but not limited to video production and program scheduling related to the KPHD commitments as outlined in this Agreement. BKAT will post the KPHD board meeting agendas on the BKAT reader board. BKAT shall provide consultation during productions in-progress, pre-production and post-production services, and properly trained staff. BKAT’s specified numbers of service commitments covered by this Agreement are set forth in the following “BKAT Service Commitments to Kitsap Public Health District” table:

BKAT Service Commitments to Kitsap Public Health District			
<u>Description</u>	<u>Location</u>	<u>Schedule</u>	<u>Number per Year</u>
Kitsap Public Health District Board Meetings	Norm Dicks Government Center	First Tuesday of the month	11
Extra Board Meeting, Public Hearing, and/or Special Meeting	Norm Dicks Government Center	As requested	1
		Total	12

BKAT Services shall include all meeting hours and portal to portal charges. KPHD 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 board meetings and as a courtesy, will provide a video on demand (VOD) link for public viewing and download. BKAT will maintain VOD archive for one (1) year after the original meeting date, after which point BKAT may remove the digital video file(s) and associated metadata from VOD archive and take any action it deems appropriate with the file(s). BKAT may keep the file(s) for longer than one (1) year at its own discretion but shall not be obligated to do so by terms of this Agreement. KPHD shall be responsible for downloading weekly and storing their own primary VOD copies of meetings if desired for record-keeping and compliance with the state Public Records Act (Chapter 42.56 RCW).

BKAT will work with KPHD 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 KPHD.

Production requests by KPHD 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.

Section 2. Payment Obligations. In consideration of the services provided pursuant to this Agreement, KPHD shall pay Bremerton an annual service fee of **\$5200.00**. Beginning on January 1, 2026, and each year thereafter, the amount will be adjusted by the prior year June Seattle-Tacoma-Bremerton Consumer Price Index-Urban rate. In no instance shall the recalculated fee drop below \$5200.00. Bremerton shall provide KPHD with written notice of the adjusted service fee amount prior to such increased payment being due. 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.

KPHD shall pay the fee due to Bremerton under this Agreement as follows:

On a monthly basis, and no later than the last claims batch of each month, KPHD shall pay Bremerton 1/12 of the current annual amount as specified herein. If Bremerton provides additional services to KPHD beyond those listed in the Scope of Services in Section 1, a separate invoice will be provided and payment due thereon within 30 days of receipt of such invoice.

Section 3. Term. This Agreement shall be for a period of three (3) years commencing January 1, 2025, and terminating December 31, 2027.

Section 4. Termination. Either party to this Agreement may terminate the Agreement without cause upon giving ninety (90) days written notice to the other party. This Agreement may be immediately terminated for cause by either party if the other party substantially fails to perform through no fault of the terminating party, and the non-performing party does not commence correction of the failure of performance within thirty (30) days of the terminating party's sending notice to the non-performing party. In the event of termination, KPHD shall pay for all services performed by BKAT to the effective date of termination.

Section 5. Severability. Should any part of the Agreement be found invalid, 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. In the event of litigation to enforce any of the terms or provisions of the Agreement herein, each party shall pay 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:

Public Access Manager
BKAT
(Bremerton Kitsap Access Television)
7266 Tibardis Rd NW
Bremerton, WA 98311

Executive Director
Kitsap Public Health District
345 6th Street, Suite 300
Bremerton, WA 98337

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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

CITY OF BREMERTON

KITSAP PUBLIC HEALTH DISTRICT

Signed by:

BAF46095E8E747B
Greg Wheeler, Mayor

Signed by:

04B011B7E67B465
Yolanda Fong, Administrator

APPROVED AS TO FORM

1/21/2025
Date

Signed by:

52AC8E8381B0462
Kylie J. Finnell, City Attorney