

**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**KITSAP PUBLIC HEALTH DISTRICT**  
**And**  
**SPECTRA LABORATORIES - KITSAP, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into between the Kitsap Public Health District, a Health District organized pursuant to Chapter 70.46 revised Code of Washington and Section 9.52 Kitsap County Code, hereinafter referred to as “District,” and Spectra Laboratories – Kitsap, LLC, hereinafter referred to as “Consultant.” The Parties mutually agree as follows:

- I. **Period of Performance:** The period of performance of this Agreement shall begin February 1, 2024 and be completed no later than January 31, 2027, unless terminated sooner or extended as provided for herein.
- II. **Purpose:** The District requires Consultant’s expertise to provide laboratory services as specified in **ATTACHMENT A, SCOPE OF WORK**, hereto attached and hereinafter incorporated.
- III. **Qualifications/Eligibility:** Consultant will have the qualifications necessary to successfully complete the objectives of this agreement. Consultant hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
- IV. **Compensation:** The District shall pay Consultant a total compensation not to exceed \$285,000 during the Agreement. Compensation shall be based on invoices submitted by Consultant itemizing hours worked with a detailed description of services performed.
  1. Consultant agrees to provide its own labor and materials. Unless otherwise provided for in the agreement, no material, labor or facilities will be furnished by the District.
  2. Consultant will perform the work specified in the Agreement according to standard industry practice.
  3. Consultant will complete its work in a timely manner and in accordance with the schedule agreed to by the Parties.
  4. Consultant will confer with the District from time to time during the progress of the work. Consultant will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the District.
- V. **Notices:** Notices pursuant to this agreement shall be sent to:

If to the District:  
Kitsap Public Health District  
Attn: John Kiess  
345 6<sup>th</sup> Street, Suite 300  
Bremerton, WA 98337  
(360) 728-2290

If to the Consultant:  
Spectra Laboratories – Kitsap, LLC  
Attn: Frederick Barkman, Jr.  
2221 Ross Way  
Tacoma, WA 98421  
(206) 949-1087

- VI. **Billings:** Billings to the District shall be submitted no more frequently than bi-weekly, and shall be sent to:
- Kitsap Public Health District  
Accounts Payable/PIC Program Manager  
345 6<sup>th</sup> Street, Suite 300  
Bremerton, WA 98337  
360-728-2235
- VII. **Independent Contractor:** Consultant and its employees or agents performing under this Agreement shall continue to be employees of the Consultant and are not considered to be employees or agents of the District for any purpose.
- VIII. **Rights in Data:** Data that is delivered under this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and will be transferred fully to the District with all rights to the license to copyright, publish, translate, reproduce, patent, register, modify, deliver, dispose of, and to authorize others to do so. Consultant reserves the right to maintain copies of data analyses and documents produced.
- IX. **Indemnification:** Consultant shall defend, indemnify and hold the District, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. Solely for the purposes of this provision, the Consultant 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 provision will survive the expiration or termination of this Agreement.
- X. **Insurance:** Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. The District shall be named as an insured under the Consultant’s Commercial General Liability insurance policy with respect to work performed for the District under this Agreement.

No Limitation. Consultant’s maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the District’s recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an insured under the

Subcontractor's Commercial General Liability insurance policy with respect to the work performed for the District.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession. Consultant shall provide the District with proof of liability insurance or professional errors and omissions coverage as appropriate.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. Consultant's insurance coverage shall be primary insurance as respect the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Consultant's insurance and shall not contribute with it.
2. Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.

- XI. **Safeguarding of Information:** The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Consultant agrees not to release, divulge, publish,

transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information. Any unauthorized access or use of confidential information must be reported to the District Security Officer at (360) 728-2262. The notification must be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

The District reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by the Consultant through this Agreement.

Consultant shall certify the return or destruction of all personal information upon expiration of the Agreement.

- XII. **Compliance with State and Federal Confidentiality Laws:** Consultant shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA, and any regulations enacted pursuant to its provisions.
- XIII. **Statutory and Regulatory Compliance:** Consultant shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
- XIV. **Certification Regarding Suspension and Debarment:** Consultant, by completing and returning to the District the “Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form,” and completing, signing and returning to the District the “Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion for Lower Tier Covered Transactions” form, (to be supplied to lower tier participants; see **ATTACHMENT B**) certifies that it is not debarred, suspended, or proposed for debarment by any federal agency.
- XV. **Records Maintenance:** The Parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to the inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit finding involving the records have been resolved.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving that party a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

- XVI. **Statutory and Regulatory Compliance:** Consultant shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
- XVII. **Compliance with State and Federal Confidentiality Laws:** Consultant shall not use or disclose any protected health information (PHI) or personally identifiable information (PII) created or shared under this Agreement for any purpose not directly connected with this Agreement or in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA, and any regulations enacted pursuant to its provisions. Any PHI or PII collected, used, or acquired in connection with this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Consultant agrees not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons PHI or PII without the express written consent of the District. For the purpose of this section, PII means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name, etc.
- XVIII. **No Waiver:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.
- XIX. **Choice of Law:** The Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that the Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of the Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.
- XX. **Dispute Resolution:** In the event that a dispute or conflict arises under the Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: A Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.
- XXI. **Non-Discrimination:** Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, sexual preference, or the presence of any sensory mental or physical handicap.
- XXII. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
- XXIII. **Termination:** This Agreement may be terminated by either party upon giving at least thirty (30) days advance written notice to the other party.
- XXIV. **Survival:** Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, but are not

necessarily limited to the following: Indemnification, Termination, Disputes, Confidentiality, Choice of Law, No Waiver, Records Inspection and Retention, and Severability.

XXV. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.

**KITSAP PUBLIC HEALTH DISTRICT**

**ANALYTICAL LAB**

By: Yolanda Fong  
Yolanda Fong  
Administrator

By: Frederick Barkman, Jr.  
Frederick Barkman, Jr.  
Owner

Date: 2/6/2024

Date: 2/22/2024

<b>Funding Source</b>
Program: <u>_PIC_____</u> Federal Contract/Grant <u>_Pass Thru DOH Con</u> Con and DOE Pass through <u>_____</u>

## ATTACHMENT A SCOPE OF WORK

The Water Pollution Identification and Correction Program of KPHD collects up to **80** fresh and marine samples per day, and approximately **3,500** samples per year. Most samples are scheduled in advance, but some are unscheduled and collected in support of complaint investigation and emergency response. Fecal coliform, E. coli and Enterococcus are requested most often. Additionally, the Drinking Water Program collects an approximate **500** drinking water samples annually which are tested for both total coliform and nitrate. Contract requirements and information are listed below:

- **Dates of Sample Collection:** February 1<sup>st</sup>, 2024 – January 31, 2027
- **Analyses:** Please refer to **Table 1** for a complete list of standard analyses. Other analyses may be needed upon request.
- **Detection Limits:** At or below detection limits listed in **Table 1**, or standard for the method.
- **Pricing:** Please refer to **Table 1** for specific pricing.
- **Sample scheduling:** The Laboratory will be provided an electronic copy of KPHD's monitoring schedule on a monthly basis or whenever changes are required. The Health District's goal is to provide at least 24 hours' notice of schedule changes that would result in additional samples delivered to the laboratory. We will provide as much notice as possible of cancellations (i.e., fewer samples delivered to the laboratory).
- **Supplies and Materials:** Laboratory will provide sample vessels for all required analyses. For bacteriological analysis, we currently use Idexx 120 ml polystyrene (w/o sodium thiosulfate) with paper tamper seal vessels. Sample vessels will be delivered to our offices located at the Norm Dicks Government Center in Bremerton, Washington. Laboratory provides all other supplies and materials for sample analysis.
- **Quality Assurance/Quality Control:** The contract laboratory is required to provide labware and analyses for sample field replicates, method blanks, surrogates and other appropriate quality control analyses and documentation as required by the desired analytical method or as requested by KPHD. Quality control checks shall be conducted at a rate of at least 10 to 20 percent of the total number of samples collected and should be run at the rate of approximately one per batch of samples; a batch is considered to be 20 samples or less for a given calendar day. Contract laboratory shall participate in the review and comment of draft Quality Assurance Project Plans developed by KPHD. The contract laboratory shall follow the QA/QC requirements specified in **Table 1** or as specified in the approved Quality Assurance Project Plans. KPHD will provide the awarded contract laboratory with a Chain of Custody form to be used for all KPHD sample analyses.

**Table 1**  
**Analyses and Pricing**

Analyte	Sample Matrix	Analytical Method	Estimated Annual Sample Quantity	Annual Prices		
				2024	2025	2026
Fecal Coliform Bacteria (FC)	Fresh & Marine Water	SM 9222 D, Membrane Filtration	200	\$26.00	\$26.80	\$27.60
Fecal Coliform Bacteria (FC)	Fresh & Marine Water	APHA Procedure 9221-E, MPN Fecal Coliform Direct Test (A-1 Medium)	0	\$48.00	\$49.00	\$50.00
E. Coli Bacteria (EC)	Fresh & Marine Water	Iddex Collilert 18, APHA Procedure 9223 B, Chromogenic Substrate Coliform Test	2500	\$19.80	\$20.40	\$21.00
Enterococcus Bacteria (ENT)	Fresh & Marine Water	Iddex Enterolert USEPA, 2001	600	\$23.00	\$23.70	\$24.40
Total Coliform (TC)	Potable Water	SM 9223 B	500	\$23.00	\$23.70	\$24.40
Nitrate	Drinking Water	EPA 300.0 SM 4500 NO <sub>3</sub>	400	\$21.00	\$21.70	\$22.40
Ammonia nitrogen	Fresh & Marine Water	SM 4500 NH <sub>3</sub> H or G Phenate	10	\$22.00	\$22.70	23.40
Nitrate & Nitrite	Fresh & Marine Water	SM 4500 NO <sub>3</sub> F:Automated Cadmium Reduction	10	\$27.00	\$27.80	\$28.60
Nitrite	Fresh & Marine Water	SM 4500 NO <sub>2</sub> B / EPA 300.0	10	\$22.00	\$22.70	\$23.40
Total Kjeldahl Nitrogen	Fresh & Marine Water	EPA 351.2	10	\$35.00	\$36.00	\$37.00
Total Phosphorus	Fresh & Marine Water	SM 4500-P+F or E	10	\$29.00	\$30.00	\$31.00



Analyte	Sample Matrix	Analytical Method	Estimated Annual Sample Quantity	Annual Prices		
				2024	2025	2026
Ortho-phosphate	Fresh & Marine Water	SM 4500-P-E, Ascorbic Acid Reduction Method	10	\$29.00	\$30.00	\$31.00
Chlorophyll-a *	Fresh & Marine Water	SM 1810200H	10	\$50.00	\$51.50	\$53.00
Color	Fresh & Marine Water	SM 2120 B	10	\$18.00	\$18.50	\$19.00
Salinity	Fresh & Marine Water	SM 2520 B: Conductivity Method	10	\$18.00	\$18.50	\$19.00
Turbidity	Fresh & Marine Water	SM 2130 B Nephelometric Method	10	\$18.00	\$18.50	\$19.00
<b>Total Cost Per Year</b>				\$91,080.00	\$93,872.00	\$96,664.00
<b>Total Contract Cost</b>				<b>\$281,616.00</b>		

**Sample Turnaround Time:** KPHD requires either 3:30pm next day, 4:30pm next day, 48-hour, or 96-hour turnaround time on bacteriological sample results. Many E. coli and all Enterococcus sample results are needed next day, as these samples are primarily collected at Kitsap County swimming beaches to assess swimming safety. Turnaround time starts at receipt of samples at the selected laboratory, or pick-up by the laboratory-supplied sample courier. Turnaround time requirements are shown in **Table 2**.

**Table 2  
Sample Turnaround Times**

<b>Sample Type</b>	<b>Required Turnaround Time</b>
ENT (all)	4:30 pm next day
EC (lake swimming beach)	3:30 pm next day (early telephone notification for likely high counts)
FC/EC (spills, complaints, shoreline surveys or other time sensitive samples)	48 hours
FC/EC (other, including trend and PIC "Impact" events)	96 hours
Ammonia-Nitrogen	72 hours
Drinking Water total coliform	Within 2 business days, immediate telephone notification for all failed bacteria results
Drinking water nitrate	Within 5 business days

- **Sample Courier Requirements:** See **Table 3** for a complete description.

**Table 3  
Sample Courier and Acceptance Requirements**

<b>Pick-Up Location</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
Government Center - 3rd Floor Hallway	<b>No am pick up<sup>3</sup></b>	<b>8:30am</b>	<b>8:30am</b>	<b>8:30am</b>	<b>8:30am</b>
	<b>3:00/4:30pm<sup>1</sup></b>	<b>4:30pm</b>	<b>4:30pm</b>	<b>4:30pm</b>	<b>4:30pm</b>

1. Between mid-May and early September, BEACH enterococcus samples will be picked up by 3:00pm to meet state sampling requirements, the regularly scheduled pickup will also occur at 4:30pm. All other times of year, the regular pick up time is 4:30pm.
2. The contract laboratory will accept samples at their office as late as **4:45pm**, Monday through Friday.
3. Saturday and Sunday sample collection may (at times) be necessary. Staff will give the Laboratory a minimum **5-day** notice of weekend sampling. No more than **12** weekend sampling events will be conducted annually.

4. Laboratory will provide immediate analysis of environmental samples collected pursuant to public/environmental health emergencies.
  5. Courier will update temperature log for refrigerator at Government Center during each visit.
  6. Courier will not leave pick up locations earlier than the scheduled time.
  7. All early morning samples (before 8:00am) will be delivered directly to contract laboratory or dropped off at Govt. Center in time for the 8:30am courier service
  8. Health District staff will provide cell phone number on chain of custody so that contract laboratory can locate them if there are questions about the chain of custody or samples.
  9. If Health District staff cannot be reached by cell phone, contract laboratory will call (360) 728-2235 to have a staff person located. If still no response, the laboratory will analyze the samples based on their best professional judgment.
- **Data Reporting:** The Laboratory will record bacteria and ammonia sample results on the Health District's chain of custody in the columns provided. Ammonia sample results that were flagged by the laboratory will be noted in the Notes and Comments column of the COC. The COC will serve as the final data report for bacteria samples. For other parameters, a formal report will be included with the semi-monthly billings.

When requested, the laboratory will send sample results to the email address or FAX number of the staff member listed on the chain of custody within the turnaround times specified above. Beach samples (marine or lake) are emailed to a "beach group", as provided by the Health District. In addition to emailing the chains of custody with sample results, KPHD requires that some sample results be provided in electronic format suitable for download into our water quality database. Original chains of custody are to be mailed or delivered to the Health District twice per month.

- **Billing Process:** Monthly billings will be organized by "billing code" which is specified on each chain of custody. Included with the billing will be the original chains of custody. As discussed above, the chain of custody serves as the data report for all bacteria and ammonia samples. For other parameters, the lab will produce a formal data report which is included with the billings. With each billing, the laboratory will report a total of samples analyzed during the semi-monthly period, and a running year-to-date total. This report will be organized by media (fresh, marine, lake), analysis performed, and billing code. A separate invoice will be prepared for all drinking water analyses.
- **Special Sampling Needs:** A laboratory contact will be available after hours and on weekends as needed to accommodate sample delivery and analysis within holding times, for samples collected in response to public and environmental health emergencies.