

AGREEMENT
Between
Pacific County Department of Community Development and
the Shoalwater Bay Indian Tribe

This agreement is by and between Pacific County, PO Box 68, South Bend, WA 98586 and the Shoalwater Bay Indian Tribe, PO Box 130, Tokeland, WA, 98590.

In this Agreement, the party who is contracting to receive services shall be referred to as "the County" and the party who will be providing the services shall be referred to as "SBIT."

SBIT would like to establish a permanent food handling class directed by the Environmental Programs/Laboratory Director at SBIT. The SBIT has community members that require food handler cards to work the kitchens and it is costly and time consuming for the community members to commute to Pacific County Food Handler Classes. The SBIT is willing to teach the classes and continue to pay the County the appropriate fees. Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** SBIT will teach students and staff Washington State Safe Food Handling Practices and will supply students with food handler permits at the cost of \$10 for each student. The SBIT shall conduct classes for Shoalwater Bay Community Members only.
2. **PAYMENT.** SBIT agrees to pay the County \$10 for each student and staff member. Payment will be submitted monthly by mail with the bottom portion of the food handler card. The card needs to be numbered appropriately with all the pertinent information. The County will send a receipt acknowledging the payment to SBIT.
3. **TERM.** The term of the agreement is one (1) year, effective January 1, 2011 and shall automatically terminate on December 31, 2011. This agreement shall extend for an additional calendar year unless one of the parties notifies the other in writing, as per Section 6 of the agreement that they intend not to extend this agreement at the end of 2011. Such notice of intent shall be mailed by September 15, 2011. This notice requirement shall not limit either party's ability to terminate this agreement as per the conditions specified within Section 8.

The County will supply all necessary books, cards, and information that SBIT will need to teach the food handler classes with an exception of the food handler video. The video called "Do it right, Serve it safe" is required for the class and can be bought at Food Safety Products (1-888-DO-IT-SAF). Another video may be substituted for "Do it right, Serve it safe", with prior approval from the County. The County will monitor the classes at least twice per year.

Pacific County is not responsible for any foodborne illnesses that may be a result of improper training of the Washington Rules and Regulations of the State Board of Food Service WAC 246-215 on the part of SBIT.

4. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the SBIT is an independent contractor with respect to the County and is not an employee of the County. The County will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the SBIT. The Environmental Programs/Laboratory Director will be the only party at the SBIT to teach the food handler class.
5. **ASSIGNMENT.** SBIT's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.
6. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid. Address changes by either party must be provided by written notice to the other in the manner set forth above.
7. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions or any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
8. **TERMINATION.** SBIT and the County shall each retain the right to terminate this agreement at any time and for any reason by submitting written notice of its intention to the other party at least 60 days prior to the specified effective date of such termination. In addition, the County shall have the right to terminate this contract on ten days communicated written notice if SBIT has violated any of the provisions herein, or if the county deems SBIT's performance of its responsibilities herein identified to be substantially unsatisfactory. In either event, on the termination of this agreement, all finished and unfinished documents and work papers prepared by the County pursuant to this agreement shall, at the option of SBIT become its property, and the County will be paid for service performed up to the date of the contract termination.
9. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
10. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
11. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of _____, 2010.

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

SHOALWATER BAY INDIAN TRIBE

Norman B. Cuffel, Chairperson



Charlene Nelson, Tribal Chairperson

Jon C. Kaino, Commissioner

1-20-11

Date

Clay E. Harwood, Commissioner

ATTEST:

Kathy Noren
Clerk of the Board

APPROVED AS TO FORM:

David J. Burke, Prosecuting Attorney