

AGREEMENT
Between
Pacific County Department of Community Development and
Naselle Youth Camp

This Agreement is by and between Pacific County, PO Box 68, South Bend, WA 98586 and Department of Social and Human Services Juvenile Rehabilitation Administration, 11-S Youth Camp Lane, Naselle, WA, 98638.

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 "DSHS/JRA."

DSHS/JRA would like to establish a permanent food handling class directed by the Culinary Arts Instructor at DSHS/JRA. The DSHA/JRA has numerous students that need food handler cards to work the kitchens and it is costly and time consuming for them to bring the students to a Pacific County Food Handler Classes. The DSHA/JRA 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.** DSHS/JRA 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 DSHS/JRA shall conduct classes for DSHS/JRA students and staff only.
2. **PAYMENT.** DSHS/JRA 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 County will send a receipt acknowledging the payment to DSHS/JRA.
3. **TERM.** The term of the Agreement is two (2) years, effective January 1, 2013, and will terminate on December 31, 2014; however, if neither party wishes to terminate or modify the provisions of this Agreement, the Agreement shall rollover for an additional calendar year unless one of the parties notifies the other in writing, as per Section 8 of the Agreement. Such notice of intent shall be mailed by November 1st, 2014. This notice requirement shall not limit either party's ability to terminate this Agreement as per the conditions specified within Section 10.

The County will supply all necessary books, cards, and information that DSHS/JRA 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 once 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 DSHS/JRA.

4. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the DSHS/JRA 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 DSHS/JRA. The Culinary Arts Instructor will be the only party at the DSHS/JRA to teach the food handler class.
5. **INDEMNIFICATION.** In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.
6. **INSURANCE.** CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance of at least \$1,000,000.00 or greater per occurrence and \$2,000,000.00 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's and that the CONTRACTOR's liability insurance policy shall so state. The

Contractor shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

7. **ASSIGNMENT.** DSHS/JRA'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.
8. **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.
9. **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.
10. **TERMINATION.** DSHS/JRA 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 DSHS/JRA has violated any of the provisions herein, or if the county deems DSHS/JRA'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 DSHS/JRA become its property, and the County will be paid for service performed up to the date of the contract termination.
11. **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.
12. **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.
13. **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 _____, 201__.

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Ayers, Chairman

Frank Wolfe

Steve Rogers

ATTEST:

Kathy Noren
Clerk of the Board

NASELLE YOUTH CAMP

Carol Harley, Footservice Manager

Carol Harley, Naselle Youth Camp

1-9-13

Date

APPROVED AS TO FORM:

David J. Burke, Prosecuting Attorney