



CWU Contract # 671

CENTRAL WASHINGTON UNIVERSITY
Ellensburg, Washington 98926
STANDARD AGREEMENT

INSTRUCTIONS: 1. Must be executed before contractor's services are allowed to commence. 2. To be prepared by the CWU department requesting services. 3. This form is used for all personal services over \$500.00 and for purchased services over \$500.00 and must be approved by the Director of Business Services and Contracts at least one month prior to the effective date. 4. Obtain signature of contractor on two originals. Leave CWU signature blank. 5. Return both originals with an accompanying requisition to the Director of Business Services and Contracts for processing.

****** The following must be completed before the agreement can be finalized:**
Is the Contactor or the beneficiary of the payment a U.S. Citizen or U.S. Permanent Resident Alien? X YES NO
If NO, please contact a Nonresident Alien Tax Specialist in the CWU Payroll Office (509)963-2221****

This AGREEMENT, made and entered into this 28th day of February, 2013, at Ellensburg, County of Kittitas, State of Washington, by and between the State of Washington, Central Washington University, hereinafter referred to as the University, and

IRS IDENTIFICATION NO.

Kittitas County Health Department
507 Nanum Street
Ellensburg, WA 98926

Hereinafter referred to as the Contractor, in the manner following:

WITNESSETH:

1. The Contractor agrees to furnish the University materials and services described as follows: Quarterly food services inspections and training as per Attachment A.
2. Services to commence: April 1, 2013. Services to be completed March 31, 2014.
3. In consideration of receipt of services described, the University agrees to pay \$80.00 per hour, not to exceed \$3,200 for the entire term of the agreement, only after said materials and/or services have been received, and within thirty days of receipt of a properly-detailed and itemized invoice signed by the Contractor.
4. All of the Contractor's travel and per diem expenses shall be the Contractor's sole responsibility. Payment to the Contractor by the University shall not include an additional amount for this purpose. The Contractor hereby agrees that personal travel and per diem expenses are included in the total compensation as described in Article 3.
5. The Contract Administrator for the University shall be: **Dan Layman, CWU – Dining Services, 400 E. University Way, Ellensburg, WA 98926-7588, Phone: 509-963-1332.**
6. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other, nor does either party assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. The University is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against Renter and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW. Contractor agrees to maintain liability insurance coverage for the full term of this Agreement. Through that coverage, Contractor provides liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals.
7. The parties agree that the Contractor, and any agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the University or the State of Washington.
8. The University may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform as required by this agreement. In the event of such termination the University may proceed with the work in any manner deemed proper by the University. The cost to the University shall be deducted from any sum due the Contractor under this agreement.
9. This agreement is not assignable by the Contractor either in whole or in part.

10. Time is of the essence of each and all of the provisions of this agreement and shall extend to and be binding upon and insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties.
11. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties shall be binding on any of the parties.
12. The University may require, and request in writing, that the Contractor provide the University with a certificate, binder, or policy of liability insurance acceptable to the University in an amount(s) to be specified by the University. Should the University require such liability insurance to be provided, the Contractor agrees to provide same prior to commencing performance of this contract. Copies of the University's written request and the insurance documents provided by the Contractor shall be attached hereto and made a part hereof.
13. Both parties agree that in fulfilling the terms and conditions of this agreement that neither shall discriminate on the basis of race, creed, color, national origin, age, sex, sexual orientation, gender identity and gender expression, marital status, or the presence of a physical, sensory, or mental handicap or status as a protected veteran.
14. All obligations of the parties under the terms of this agreement as of the date of termination shall survive such termination.
15. Should any term or condition of this agreement or application thereof to any person or circumstance be held invalid, such invalidity shall not affect other terms, conditions, or applications of the agreement which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this agreement are declared severable.
16. No delay or failure of either party in exercising any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other right hereunder.
17. This agreement shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Washington. In the event of commencement of suit, venue may be laid in Kittitas County, State of Washington, the principal place of business of Central Washington University.
18. The parties acknowledge that they have read and understand this agreement including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this agreement constitutes the entire agreement between all parties and supersedes all communications written or oral heretofore related to the subject matter of this agreement.

This AGREEMENT has been executed by and on behalf of the parties hereto the day and year first above written.

T8 3/8/13

Central Washington University



~~Bruce Porter, Director~~
~~Business Services & Contracts~~

Connie Williams, AVP Finance & Business Auxiliaries

05-01-13

Date

Contractor Signatory Authority



Administrator
Kittitas County Health Department

4/29/13

Date

CONTINUED ON _____ SHEETS, (EACH BEARING NAME OF CONTRACTOR)

ATTACHMENT A

STANDARD AGREEMENT BETWEEN
CENTRAL WASHINGTON UNIVERSITY
AND
THE KITTITAS COUNTY HEALTH DEPARTMENT

1. The Contractor agrees to furnish the University materials and services described as follows:

- Quarterly food service inspections of Tunstall Commons Dining Hall, North Village Café, Central Facility Kitchen, Holmes Dining Room, Central Market Place, Cat's Convenience Store, the Catering Kitchen in the 2nd floor of the Student Union Building and the Cat Trax East and West Espresso Bars in the Student Union Building, Backstage Coffee House in the Milo Smith Tower Theatre and Coach's in the Wendell Hill Residence Hall.
- Original inspection reports must be signed by the Unit Manager, or designee, for each dining area. The Unit Managers for each area are:

Jim Matheny – Central Facility Kitchen, Holmes Dining Room, Central Market Place, Catering Kitchen
Andrew Caveness – Cat's Convenience Store, Cat Trax East & West Espresso Bars,
Backstage Coffee House in the Milo Smith Tower Theatre & Coach's in the Wendell Hill Residence Hall
Darren Marci or Stephanie Simmons – Tunstall Commons Dining
Edwin Torres-Pagan – North Village Café
- Courtesy Classes: Up to a total of four (4) state health card test preparations during the contract term on the University Campus. The presentations shall be held on the premises of the University and shall be scheduled at convenient times and days for University employees. The presentation and testing shall be approximately 60 minutes in length. The employees will be responsible for paying the Health Department Staff the required fees to obtain their health card.