

## CENTRAL WASHINGTON UNIVERSITY STANDARD AGREEMENT

This **CENTRAL WASHINGTON UNIVERSITY STANDARD AGREEMENT** ("Agreement") is entered into by and between Central Washington University, 400 East University Way, Ellensburg, WA 98926 ("CWU"), and Kittitas County Public Health Department, 507 N. Nanum Street, Ste. 102, Ellensburg, WA 98926 ("Contractor"). The parties and purpose of this Agreement are further described in the recitals hereof.

### I. RECITALS

**1.1 CWU.** CWU is a public institution of higher education established by the State of Washington with its principal place of business located in Ellensburg, Washington. CWU desires to acquire the goods and/or services herein described for the purposes stated in Paragraph 1.3 hereof.

**1.2 Contractor.** Contractor is a county department whose principal place of business is located in Ellensburg, Washington. Contractor desires to provide the goods and/or services herein described for the purposes stated in Paragraph 1.3 hereof.

**1.3 Purpose.** The purpose of this Agreement is for Contractor to provide food service inspections and Food Handler Permit services as described in the attachment hereto.

For and in consideration of the foregoing recitals, and in consideration of the payments or other covenants and mutual agreements herein provided, the parties hereby agree as follows.

### II. OBLIGATIONS OF THE PARTIES

**2.1 Contractor's Obligations.** Contractor agrees to provide the following described goods and/or services: Quarterly food service inspections and Food Handler Permit education/testing, as detailed in Attachment "A" hereto. All of Contractor's obligations under this Agreement will be completed no later than March 31, 2017.

**2.2 CWU's Obligations.** Upon delivery of the specified goods and/or completion of the specified services, and within thirty (30) days of receiving Contractor's itemized invoice, CWU agrees to pay the following amount(s), exclusive of applicable taxes: \$80.00 per hour, not to exceed a total of \$3200.00 for the term of the Agreement. Unless otherwise provided herein, Contractor shall be solely responsible for Contractor's travel and related expenses.

### III. CONTRACT TERM, TERMINATION, DISPUTES

**3.1 Term.** This Agreement shall become effective when signed by the parties and shall terminate upon the full performance of their mutual obligations hereunder, unless extended by mutual written agreement.

**3.2 Termination.**

(a) This Agreement may be terminated at any time by mutual written agreement of the parties.

(b) CWU, by giving written notice, may terminate this Agreement at any time without cause and without further obligation to Contractor except for payment due for goods provided or services rendered prior to the effective date of termination.

(c) The Agreement may be terminated by either party for a material breach by the other party of that party's obligation(s) hereunder. In the event of breach, the aggrieved party must provide written notice to the breaching party and allow fifteen (15) days to cure. If the breach cannot be cured within that time or such longer time as deemed reasonable by the aggrieved party, the Agreement may be terminated immediately by written notice of the aggrieved party. Termination for breach shall not be deemed to limit any of the terminating party's contractual remedies as against the breaching party.

(d) Termination of this Agreement by any means provided herein shall not excuse any party's performance of its obligations hereunder through the effective date of termination, except that CWU shall not be obligated to pay for goods that have not been delivered or services that have not been performed.

**3.3 Disputes.** Any dispute between the parties arising under or relating to this Agreement shall be resolved informally if possible, but if the parties cannot so resolve their differences, then arbitration shall provide the sole and exclusive remedy for resolving the contract dispute. The parties shall jointly select one arbitrator acceptable to both parties. If the parties cannot agree on an arbitrator, the Yakima Dispute Resolution Center shall be requested to choose an arbitrator. The fees and expenses of the arbitrator shall be shared equally by both parties to this Agreement, and each party shall bear its own costs and attorney fees. Arbitration shall be conducted according to the commercial arbitration procedures of the American Arbitration Association. The arbitrator's decision or award shall be final and binding on both parties.

#### **IV. GENERAL TERMS AND CONDITIONS**

**4.1 Assignment.** This Agreement shall extend to and be binding upon and inure to the benefit of the successors and assignees of the respective parties. However, this Agreement may not be assigned or subcontracted by either party without the other party's express written consent.

**4.2 Independent Capacity.** This Agreement is intended to create an independent contractor relationship. Each party to the Agreement shall act in an independent capacity and not as an agent or representative of the other party. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be the employees or agents of that party and shall not be considered for any purpose to be the employees or agents of the other party.

**4.3 Indemnification.** Each party to this Agreement shall be responsible for its own acts or omissions and for those of its directors or trustees, officers, employees, agents, and volunteers. Neither party shall be responsible to the other party for the acts or omissions of persons or entities not a party to this Agreement.

**4.4 Insurance.** CWU may require Contractor, prior to the commencement of services, to provide CWU with proof of insurance acceptable to CWU and naming CWU as additional insured. Such proof of insurance, if required, shall be attached to and made part of this Agreement, and Contractor warrants that such insurance shall remain in effect during the term of this Agreement.

**4.5 Non-Discrimination.** The parties to this Agreement each agree to comply with applicable federal and state laws prohibiting discrimination in education, employment, or public accommodations based on age, sex, marital status, sexual orientation, race, creed, color, national origin, genetic information, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability.

**4.6 Records and Audits.** The parties recognize that business records created, maintained, or used in the performance of this Agreement may constitute public records subject to the public disclosure and retention requirements under applicable state law. Each party will retain its business records relating to this Agreement for the applicable retention period(s) and will make such records available upon request for inspection and audit by the other party or by authorized representatives of the Washington State Auditor.

**4.7 Complete Agreement; Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, understandings, negotiations and discussions, oral or written, express or implied. The parties agree that no other representations, inducements, promises, agreements, or warranties relating to this Agreement, oral or otherwise, have been made to or by them. No modification or waiver of this Agreement shall be valid or binding unless in writing and signed by the parties.

**4.8 Governing Law; Venue; Severability.** This Agreement shall be governed by the laws of the State of Washington. Venue for any dispute under this Agreement shall be in Kittitas County, Washington. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this

Agreement that can be given effect without the invalid provision, if such remainder is consistent with applicable law and with the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**4.9 Waiver.** The waiver by a party of any default or breach of this Agreement, or the failure of a party to enforce any provision hereof or to exercise any right or privilege hereunder, shall not be deemed to waive any prior or subsequent breach or default, the enforcement of any provision hereof, or the exercise of any right or privilege hereunder, unless otherwise stated in a writing signed by an authorized representative of the party and attached to the original Agreement.

**4.10 Notices.** Written notices required or permitted to be provided by a party to the other party under this Agreement may be provided by personal delivery, legal courier service, or certified mail, postage prepaid and return receipt requested. Notice may be provided by regular first class mail if simultaneous notice is provided by electronic mail. Notices will be sent to the parties at the following mailing addresses:

Central Washington University  
400 East University Way  
Ellensburg, WA 98926-7480

Kittitas County Public Health Department  
507 N. Nanum Street, Ste. 102  
Ellensburg, WA 98926

The address of a party for the receipt of notice may be changed at any time by written notice provided in accordance herewith.

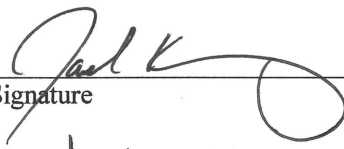
**4.11 Contract Administration.** The contract administrator and principal point of contact for each party to this Agreement shall be as follows, subject to change by written notice.

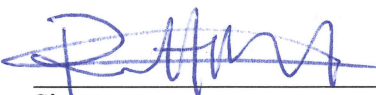
- (a) The Contract Administrator for CWU will be Dan Layman, (509) 963-1332, laymand@cwu.edu.
- (b) The Contract Administrator for Contractor will be Robin Read, (509) 962-7515.

**IN WITNESS WHEREOF,** this Agreement has been executed by and on behalf of the parties through their authorized representatives, effective as of the latest date written below.

**CENTRAL WASHINGTON UNIVERSITY**

**KITTITAS COUNTY PUBLIC HEALTH DEPT.**

91-44-16  
Signature  Date 5/26/16  
Name Joel Klucking

 Date 5/18/16  
Signature \_\_\_\_\_  
Name Robin H. Read

Title VP Business & Financial Affairs

Administrator  
Title \_\_\_\_\_

## ATTACHMENT A

The Contractor agrees to furnish the following materials and services to CWU:

### Inspections

1. Contractor will perform quarterly food services inspections of the following:
  - Tunstall Commons Dining Hall
  - North Village Café
  - Student Union and Recreation Center ("SURC") main kitchen
  - Holmes Dining Room
  - Central Market Place
  - Cat's Convenience Store
  - The catering kitchen on the 2<sup>nd</sup> floor of the SURC
  - Cat Trax East
  - Cat Trax West
  - Coach's Coffee House
  - Jimmy B's
  - Breezeway Café
  - 1891 Bistro
  - CWU food truck
  - CWU food trailer
2. Following each inspection, Contractor will submit an original inspection report, signed by the Unit Manager, or designee, for each dining area. The Unit Managers for each area are:
  - **Jim Matheny** – Tunstall Commons Dining Hall, SURC kitchen, Central Market Place, catering kitchen on the 2<sup>nd</sup> floor of the SURC, 1891 Bistro, CWU food truck, CWU food trailer
  - **Christine Cloninger** – Cat's Convenience Store, Cat Trax East, Cat Trax West, Coach's Coffee House
  - **Edwin Torres-Pagan** – North Village Café
  - **Derek Smith** – Holmes Dining Room
  - **Molly Allen** – Jimmy B's
  - **Alex Lange** – Breezeway Café

### Food Handler Permits

Contractor agrees to provide up to four Washington State Food Handler Permit education and testing sessions for CWU employees. These sessions will be held on the CWU campus, with specific dates, times, and locations to be arranged at a future date between the parties. CWU employees participating in these sessions will be required to pay Contractor the required fees in order to obtain their Food Handler Permits.