

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF AGRICULTURE
AND
WASHINGTON STATE UNIVERSITY**

This Agreement is made and entered into by and between the Washington State Department of Agriculture, referred to as WSDA, located at 1111 Washington St. SE, PO Box 42560, Olympia, WA 98504-2560 and the Washington State University, referred to as WSU or Contractor, located at Office of Grant & Research Development, Washington State University, PO BOX 643140, Pullman, WA, 99164-3140.

1. Project Summary

In 2011 the Food Safety Modernization Act (FSMA) was signed established significant changes to our federal and state food safety regulations. FSMA required the US Food and Drug Administration (FDA) to modernize the Federal Food Drug and Cosmetic Act by conducting rulemaking in seven areas affecting human and animal foods. The Food Safety Preventive Controls for Human Food (FSPHF) rule was finalized in September 2015. WSDA by statute adopts certain federal food safety regulations as state requirements and therefore the new 21 Code of Federal Regulations part 117, the PCFH will also become a state of Washington regulation when it is fully enacted.

The FDA worked with the Food Safety Preventive Controls Alliance (FSPCA) to develop training on the PCHF for medium and small food processors across the country that will help industry develop food safety plans for their operations. FSPCA PCHF Training the Trainer courses were held in late 2015 and FSPCA PCHF trainers are starting to provide much needed courses to our U.S. food processing industry. The goal of this project is to assist WSDA in providing training to food processors and related industry/regulatory personnel to help qualify our industry in meeting the new federal and state requirements and to meet the basic training criteria prior to advanced FDA PCHF training. The course participants who successfully complete the course will receive the FSPCA PCHF Certificate of Completion and they will be evaluated on pre and post food safety knowledge about preventive controls and what basic training would be helpful to take prior to attending the FSPCA PCHF training course. The Course evaluations and feedback will be shared with FDA, the FSPCA, WSDA, and WSU to help improve the FSPCA course and to identify necessary basic trainings that should be taken by food processors that would best prepare them for understanding how to develop and implement a food safety plan and meet the requirements of the new preventive control regulation.

2. Project Deliverables

- a) Secure at least three training locations across the state of Washington to hold a 2.5 day FSPCA PCHF course prior to August 1, 2016.
- b) Ensure that the locations have audio visual and seating capacity for a minimum of 30 participants, including the instructors.
- c) Provide course registration for at least three FSPCA PCHF courses and secure all necessary course materials, training supplies for each course and certification of course participants after successful course completion from the FSPCA.

- d) Provide an approved FSPCA Lead trainer to conduct presentations of the FSPCA PCHF course for at least three training events within Washington State.
- e) Assist WSDA with the development of a pre and post survey to assess training needs of course participants and to help identify areas of improvements to the FSPCA PCHF training course.
- f) Work with WSDA on the promotion of each course and selection of course participants.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on February 28, 2016, and be completed on July 31, 2016, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

4. COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of chapter 39.34.130 RCW. The parties have estimated that the cost of accomplishing the work herein will not exceed \$35,000.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for services shall be based on the deliverables listed above.

5. BILLING PROCEDURES

The Contractor shall submit invoices with the associated deliverables listed in the Deliverables above. Payment for approved services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year.

6. BILLING DETAIL

Each invoice voucher submitted to Agency by the Contractor shall include such information as is necessary for the Agency to determine the exact nature of all expenditures. At a minimum, the Contractor shall specify the following:

- a. Agreement Number K1912
- b. The deliverable and/or repost for each deliverable.
- c. The total invoice charge.

7. DUPLICATION OF BILLED COSTS

The Contractor shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

8. FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the Agency may:

- a. Terminate this Agreement with ~~(sixty)~~ (60) days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions,
- d. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables or,
- e. Pursue such other alternative as the parties mutually agree to writing.

9. MAINTENANCE OF RECORDS

- a. The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to 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 years after expiration of the contract, 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.
- b. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c. 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 any confidential information to any third parties without first giving notice to the furnishing party and giving it 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. However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

10. SITE SECURITY

While on Agency premises, the Contractor, its agents, employees, or Subcontractors shall comply with the Agency security policies and regulations.

11. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

12. AMENDMENT

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

13. SUBCONTRACTING

- a. "Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- b. Except as otherwise provided in the Agreement, the Contractor shall not subcontract

any of the contracted services without the prior approval of the Agency. The Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Agreement shall not discharge Contractor from its obligations under this Agreement.

14. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

15. TERMINATION FOR CAUSE

If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

16. DISPUTES

In the event that a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by chapter 43.17.330 RCW, in which event the Governor's process will control.

17. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

18. ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

19. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

20. 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. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

21. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

22. CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for AGR is:	The Contract Manager for Contractor is:
Claudia G. Coles Food Safety Consumer Services Division Washington State Department of Agriculture PO Box 42560 Olympia WA 98504-2560 360.902.1905 ccoles@agr.wa.gov	Girish Ganjyal, Assistant Professor Extension Food Processing Specialist Washington State University PO Box 646376 Pullman, WA 99164-6376 Phone: 509.335.5613 E-mail: girish.ganjyal@wsu.edu

23. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable state and federal statutes, and local laws, rules and regulations
- b) Statement of Work
- c) K1912 WSU FSPCA PCHF Training Deliverables and Budget
- d) Any other provisions of the agreement, including materials incorporated by reference.

24. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington State University

Washington State Department of Agriculture


 Amanda N. Owen, Contracts Manager

3/9/16
 (Date)


 (Signature)

3/10/2016
 (Date)