



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Apple Martine, Public Health Director
Denise Banker, Community Health Division Director

DATE: April 21, 2025

SUBJECT: Agenda item – Memorandum of Agreement with Cake4Kids; Upon signature - until termination; No monetary exchange.

STATEMENT OF ISSUE:

Jefferson County Public Health (JCPH, Agency), Community Health Division, Nurse Family Partnership Program, requests Board approval of the Memorandum of Agreement with Cake4Kids to provide for referrals for baked goods in helping families in need celebrate a child's birthday.

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

An affiliation with Cake4Kids allows nurses in the Nurse Family Partnership to submit referrals for children and mothers to receive a birthday cake on their birthday. Cake4Kids, upon request, will submit Agency referrals to a local vendor, who then delivers a cake to JCPH. The home visiting nurse, employed by JCPH, delivers the cake to the client actively enrolled in Nurse Family Partnership. The primary method of Cake4Kids mission delivery is by providing free birthday cakes or other baked goods to families in need who wouldn't otherwise have a treat for a birthday.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

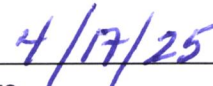
There is no fiscal impact.

RECOMMENDATION:

JCPH management requests approval of the Memorandum of Agreement between JCPH and Cake4Kids referral service; Upon signature - until termination; No monetary exchange.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Cake4Kids

Contract No: N-25-014

Contract For: Referrals to Cake4Kids

Term: Upon sig - until termination

COUNTY DEPARTMENT: Public Health

Contact Person: Denise Banker

Contact Phone: #438

Contact email: dbanker@co.jefferson.wa.us

AMOUNT: 0

Revenue:

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

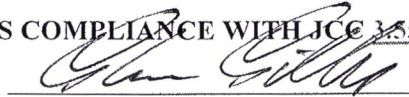
PROCESS:

- ☒ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐



Signature

March 17, 2025

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐



Signature

March 17, 2025

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 3/20/2025.

No marital communities language in the indemnification section. This is a low risk agreement.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 4/3/2025.

Approved as to form by PAO only. Indemnification non-standard without marital communities language, choice of law provision lists CA. Low risk. Risk Manager decision.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL



AGENCY AGREEMENT

Cake4Kids' mission is to help foster kids and at risk youth feel special at least one day a year, to raise their self-esteem, and to increase their chance of success in life knowing that people care for them. The primary method of mission delivery is by providing free birthday cakes or other baked goods ("**Baked Goods**") to foster care and at risk youth who wouldn't otherwise have a treat for their birthday.

In consideration of the mutual promises made in this Agreement, the parties agree as follows:

1. Responsibility of Cake4Kids. Cake4Kids with the undersigned agency (the "**Agency**"), who are helping youth and families in need. Upon the request of the Agency, Cake4Kids shall, at no cost, provide and deliver Baked Goods to the Agency (the "**Services**").
2. Responsibility of Agency. Agency agrees to ensure adult supervision of youth during delivery of the Services from Cake4Kids, if applicable. Agency hereby assumes full responsibility for (a) providing Cake4Kids with accurate information as to Baked Goods requested, including, without limitation, any applicable food allergies or other information to ensure the safe consumption of the Baked Goods provided hereunder (the "**Required Information**"); and (b) any risk of bodily injury or death arising out of or related to the inadequate or negligent provision of the Required Information.
3. Confidentiality. In connection with providing the Services, Cake4Kids recognizes that the privacy of the children and families it serves is important. Accordingly, Cake4Kids acknowledges and agrees that it shall provide its volunteer bakers with the following information in connection with the making and delivery of the Baked Goods: first name of child, age, flavor, theme and type of Baked Goods, food allergy or other food safety information as provided by the Agency (Required Information), and date of delivery and delivery instructions as provided by the Agency.
4. Limitation of Liability.
 - a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF THE SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. THE LIMITATIONS ON

LIABILITY AND TYPES OF DAMAGES STATED IN THIS SECTION APPLY, REGARDLESS OF THE FORM OF ANY LAWSUIT OR CLAIM EITHER PARTY MAY BRING, WHETHER IN TORT, CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

- b. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY'S TOTAL, AGGREGATE LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CLAIMS OR DAMAGES ARISING UNDER THIS AGREEMENT EXCEED \$100. CAKE4KIDS' TOTAL, AGGREGATE LIABILITY TO AGENCY OR TO ANY THIRD PARTY FOR ANY CLAIMS OR DAMAGES ARISING UNDER CAKE4KIDS' INDEMNIFICATION OBLIGATIONS SHALL NOT EXCEED \$5,000.

5. Indemnification.

- a. Agency agrees to indemnify, defend and hold harmless Cake4Kids, its directors, officers, employees, volunteers, agents, legal successors and assigns and defend any third party action or threat of action, claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent such action is based upon a claim that arises out of: (i) Agency's breach of this Agreement; (ii) the negligence or willful misconduct of Agency; or (iii) the failure of Agency to provide the Required Information.
 - b. Cake4Kids agrees to indemnify, defend and hold harmless Agency, its directors, officers, employees, volunteers, agents, legal successors and assigns and defend any third party action or threat of action, claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent such action is based upon a claim that arises out of: (i) Cake4Kids' breach of this Agreement; or (ii) the negligence or willful misconduct of Cake4Kids.
6. No Discrimination. The Agency hereby confirms that it does not discriminate against any person or group of people in its hiring and employment practices, codes of conduct, programs, services or in any other aspect of its operations or activities on the basis of that person's or group of people's personal characteristics or attributes. For purposes of this Agreement, "discriminate" means differential treatment of a person or group of people on the basis of personal characteristics or attributes, including, without limitation, age, disability, ethnicity, ancestry, gender, sexual identity, gender identity characteristics or expression, marital status, national origin, political affiliation, military or veteran status, race, color, religion, religious observations, beliefs or practices, pregnancy, medical condition, or any other characteristic protected under applicable law.

7. Governing Law; Jurisdiction. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California, without giving effect to conflicts of law principles. All disputes arising under this Agreement shall be brought in the federal and state courts located in San Francisco, California, as permitted by law, and each of the parties consents to the personal jurisdiction, service of process and venue of such courts.
8. Miscellaneous. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. No provision of this Agreement may be waived, altered or amended, except by a written instrument signed by Cake4Kids and Agency. This Agreement constitutes the entire agreement between the parties concerning the matters set forth in this Agreement and no representations, warranties or inducements, express or implied, have been made by either party to the other except as set forth in this Agreement. If any provision of this Agreement is held invalid or illegal, such illegality shall not invalidate the whole of this Agreement, but rather the Agreement shall be construed as if it did not contain the illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly. This Agreement may be executed in counterpart copies, all of which when taken together shall be deemed to constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth below.

Cake4Kids

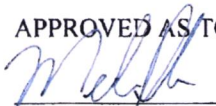


Alison Bakewell, Executive Director

AGENCY ACKNOWLEDGES THAT AGENCY HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS SET FORTH IN THIS AGREEMENT.

Name of Agency:	JEFFERSON COUNTY WASHINGTON dba JEFFERSON COUNTY PUBLIC HEALTH
Address:	615 Sheridan Street Port Townsend, WA 98368
Agency Contact Name and Email:	Denise Banker dbanker@co.jefferson.wa.us
Name of Authorized Agency Signatory:	Heidi Eisenhour
Title of Authorized Agency Signatory:	Chair, Board of County Commissioners
Agency Contact Signature:	
Effective Date:	

APPROVED AS TO FORM ONLY:

 for 04/03/2025
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney



AGENCY PHOTO RELEASE

In connection with the Agency Agreement between the undersigned agency ("Agency") and Cake4Kids, Agency may from time to time provide photographs or digital images of the cakes and/or the receipts of cakes (the "Agency Materials") provided by Cake4Kids pursuant to the Agency Agreement. Agency hereby agrees Cake4Kids may use the Agency Materials as follows:

Please check all that apply:

- ☐ Cake4Kids may share Agency Materials with its volunteers
- ☐ Cake4Kids may use the Agency Materials on its website and in marketing materials
- ☐ Cake4Kids may use the Agency Materials in its social media accounts
- ☐ Cake4Kids may use the Agency Materials in connection with its media coverage

OR

☒ Decline to share Agency Materials

If Agency provides any Agency Materials to Cake4Kids, Agency confirms that Agency has received authorization to provide such Photos to Cake4Kids from the person(s) in such Agency Materials.

Cake4Kids confirms that any Agency Materials will be used only for the purposes selected above.

Agency agrees to indemnify Cake4Kids and its officers, directors, employees, volunteers and agents from any and all third-party claims, losses, demands, damages, liability, costs and expenses, including reasonable attorneys' fees and expenses arising out of the use or distribution of the Photos.

This release is governed by the laws of the State of California, excluding its conflicts of law principles.

AGENCY ACKNOWLEDGES THAT AGENCY HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS SET FORTH IN THIS RELEASE.

Name of Agency:	Jefferson County Public Health
Name of Authorized Agency Signatory:	Apple Martine
Title of Authorized Agency Signatory:	Director
Authorized Agency Signatory Signature:	
Effective Date:	3/14/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Joan Randall
Leavitt Pacific Insurance Brokers, Inc.	PHONE (A/C, No, Ext): (408) 288-6262
License #0D79674	FAX (A/C, No): (408) 298-7635
1570 The Alameda, Suite 101	E-MAIL ADDRESS: joan-randall@leavitt.com
San Jose CA 95126	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A: Nonprofits' Insurance Alliance of CA
CAKE4KIDS	INSURER B: Technology Insurance Company
PO Box 2863	INSURER C:
Sunnyvale CA 94087	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 24-25 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						
	☐ ALL OWNED AUTOS						
	☐ HIRED AUTOS						
	☐ SCHEDULED AUTOS						
	☐ NON-OWNED AUTOS						
	UMBRELLA LIAB						
	☐ OCCUR						
	EXCESS LIAB						
	☐ CLAIMS-MADE						
	DED						
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
	Y/N						
	N/A						
	Directors and Officers Liab						
	Accident Volunteer Coverage						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Jefferson County is named additional insured with respects to general liability coverage

CERTIFICATE HOLDER

CANCELLATION

Jefferson County
1820 Jefferson Street
Port Townsend, VT 98368

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fred Stafford/JORAND

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ACORD 25 (2014/01)

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INS025 (201401)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or