



JAMESTOWN S'KLALLAM TRIBE

1033 Old Blyn Highway, Sequim, WA 98382

360/683-1109

FAX 360/681-4643

INTERAGENCY AGREEMENT FOR ENVIRONMENTAL HEALTH SERVICES

This Interagency Agreement for Environmental Health Services ("Agreement") is entered into between the Jamestown S'Klallam Tribe, a federally recognized Indian tribe ("Tribe"), and the Clallam County Department of Health and Human Services, a local public health jurisdiction formed pursuant to chapter 70.05.030 ("Health Department").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- Services.** An Environmental Health Specialist (EHS) employed by the Health Department will be designated to provide food safety training, food service establishment assessments, and consultative services to the Tribe as described in the Community Food Safety/Environmental Health Coordinator Job Profile, which is incorporated by reference as Attachment A. Twice annual site assessments will be performed at the following Jamestown S'Klallam Tribe's food service establishments:
 - Seven Cedars Casino
 - Cedars at Dungeness
 - Longhouse Market and Deli
- Compensation:** The Tribe agrees to compensate the Health Department for such environmental health services at the rate of \$93.00/hour (salary, benefits, and administration costs based on the particular staff person utilized), not to exceed 40 hours per year without prior written approval from the Tribe. The days and hours worked will be mutually agreed upon between the EHS and the Tribe. Mileage will be reimbursed at the current IRS rate.
- Period of Performance.** The period of performance of this Agreement shall commence on January 1, 2019 and continue until discontinued or modified by either of the Agreement parties.
- Qualifications.** The designated EHS will have the qualifications necessary to successfully complete the objectives of this Agreement.

5. **Work Determination.** The specific work and activities to be performed under this agreement will be determined by the Tribes Public Health and Safety Officer and/or Deputy Health Director.
Point of Contact for each food venue are:

Seven Cedars Casino	Jerry Allen, General Manager Larry Smithson, Food and Beverage Manger
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Cedars at Dungeness	Bill Shea, General Manager Mark Quinett, Food and Beverage Manager
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Longhouse Market and Deli	Randy Lemon, General Manager Robert Rapozo, Food and Beverage Manager
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6. **Employee Status.** The EHS will at all times during the term of this Agreement remain under the supervision and control of the Health Department and be considered an employee of the Health Department and not the Tribe.
7. **Invoice and Payment.** The Health Department will invoice once a month for services rendered. The Tribe agrees to pay the invoice within 30 days of receipt.
8. **Notices.** Any notice, invoice, payment required or permitted under this Agreement will be addressed as follows:

Tribes	Health Department
Cindy Lowe, Deputy Director	Kim Yacklin, Deputy Director
Jamestown S'Klallam Health Dept.	Clallam County Health and Human Services
808 N. 5 th Ave.	111 East 3 rd Street
Sequim, WA 98382	Port Angeles, WA 98362
Phone: (360) 582-4876	Phone: (360) 417-2274

9. **Records Maintenance.** The Tribe and EHS will maintain all records, reports, and documents in accordance with Tribal Health Codes and regulations and in compliance with applicable federal laws.
10. **Indemnification.** Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees, and agents against all claims, losses, damages, suits, and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, employees, and agents in the performance of this Agreement. This provision will survive the termination of the Agreement. Solely for the purpose of this provision, each party waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties.

11. **Termination.** This Agreement will be terminated by either party upon giving at least 30 days' advance written notice to the other party.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.
13. **Amendment.** This Agreement may be modified only by a written amendment executed by authorized representative of both parties.
14. **No Waiver.** The failure of either party on insist upon strict performance of any term or condition of this Agreement will not be construed to be a waiver, unless expressly so stated in a writing signed by an authorized representative of that party.
15. **Legal Effect.** Each party warrants that it has taken all actions necessary for this Agreement to take legal effect and that the person signing on its behalf has full legal authority.
16. **Legal Compliance.** The parties agree to comply with all applicable federal, state, and local laws in the performance of this Agreement.

Jamestown S'Klallam Tribe

By: W. Ron Allen
Name/Title

Date 12/20/2018

Clallam County Health and Human Services

By: Mark Ozias
Name/Title Mark Ozias, Chair
Board of Clallam County Commissioners

Date 2-5-19

Approved as to form only by:

David Alvarez 1/16/19
David Alvarez
Chief Civil Deputy Prosecuting Attorney
Clallam County

Attachment A

Community Food Safety/Environmental Health Coordinator

General Job Description

The Community Food Safety/Environmental Health Coordinator provides food safety training, food service establishment assessments, and consultation services in order to promote and protect the health, safety, and well-being of the public and to prevent the spread of disease by contaminated food. Failure to perform tasks essential to the position could result in an increase in foodborne illness.

Essential Functions

- Evaluates food service operations and facilities for compliance with relevant public health and safety codes.
- Conducts food service establishment assessments in assigned area, provides written reports as requested and conducts follow-up assessments when required.
- Conducts interviews and investigations of foodborne illness complaints when requested
- Provides consultation in regard to current food service and disease prevention issues, technology and regulations.
- Provides technical assistance per request.
- Develops and provides education materials as needed.
- Maintains program records, enters and analyzes data, and produces reports as required.
- Conducts training sessions per request.
- Establishes and maintains cooperative, effective working relationships using principles of good customer service.

Required Knowledge and Abilities

Knowledge of:

- The field of assignment sufficient to perform thoroughly and accurately the full scope of responsibility as illustrated by example in this description.
- Principles, procedures, functions and practices in the environmental health field. Program planning, preparation of public health advisory information and education programs and development of codes, ordinances, policies and procedures, recordkeeping and complex mathematics.
- Methods and techniques of conducting research, analysis and report preparation.
- Correct English usage including grammar, spelling, and punctuation.
- Communication business practices including electronic, telephone or direct public contact.

- Computer operation and a variety of software including word processing, spreadsheet, database and other applications related to the area of assignment.

Ability to:

- Listen attentively and communicate effectively and persuasively, both orally and in writing, in clear, concise language appropriated for the purpose and parties addressed, concerning complex or sensitive matters, including making presentations to diverse audiences.
- Conduct field assessments, analyze findings and prepare logical findings and recommendations.
- Use tact, discretion, respect and courtesy to gain the cooperation of others and establish and maintain effective working relationships.
- Read, understand, interpret and apply appropriately the terminology, instructions, policies, procedures, legal requirements and regulation pertinent to the area of assignment.
- Assure that absolute confidentiality is maintained as required and sensitive information is handled appropriately.
- Continuously strive to provide outstanding customer service.
- Organize, prioritize and coordinate work assignments. Work effectively in a multi-task environment. Take appropriate initiative. Apply good judgment, creativity and logical thinking to obtain potential solutions to unique problems and make reasoned decisions within the scope of knowledge and authority or refer to the appropriate person.
- Be attentive to detail, consistently follow written and oral instructions and guidelines, maintain a high degree of accuracy and complete records, make complex mathematical calculations, check data, and prepare and review material in reports and correspondence.
- Proficiently and accurately operate office and other equipment standard to the area of assignment.
- Utilize computers, databases and related software and automated equipment to produced worksheets and reports, typing with sufficient speed and accuracy to accomplish assignments in a timely manner.
- Communicate orally and in writing to a variety of audiences in a clear, comprehensive, effective and professional manner.
- Gather and analyze data and develop clear, concise and comprehensive reports, correspondence and other written materials.
- Exercise discretion and sound independent judgment in decision making.
- Coordinate, organize, and prioritize work, follow directions, instructions and protocol in the course of duties assigned.
- Work both independently and cooperatively within a collaborative team-oriented environment.
- Maintain current knowledge for assigned areas and adapt to new technologies, keeping technical skills up to date.