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**INTERLOCAL AGREEMENT
BETWEEN
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT
And
CLALLAM COUNTY PUBLIC HEALTH DISTRICT**

This Interlocal Agreement is made and entered into by and between the Tacoma-Pierce County Health Department, hereinafter referred to as DEPARTMENT, and CLALLAM COUNTY PUBLIC HEALTH DISTRICT hereinafter referred to as the Local Health Jurisdiction. The DEPARTMENT and the Local Health Jurisdiction are collectively referred to as the "parties."

I. RECITALS

WHEREAS, the DEPARTMENT and the Local Health Jurisdiction are local health departments as provided for under Chapters 70.05, 70.08, or 70.46 RCW, with authority under Chapter 246-217 WAC to issue food worker cards; and

WHEREAS, it is the purpose of this Interlocal Agreement to provide for the funding and execution of services as described in Addenda A and B, attached hereto and incorporated herein; and

WHEREAS, the parties have the authority to enter into this Agreement pursuant to RCW 39.34.080.

II. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

- A. **Agreement** means this Interlocal Agreement together with the attached Addenda, and any other documents incorporated therein. Any oral representations or understandings not incorporated herein are excluded. Attached hereto and made a part hereof for all purposes are the following:

Addendum	Number of Pages	Description
A	2	Scope of Work Allocation of Fees
B	1	

- B. **Department Representative** means the individual or individuals designated and authorized by the DEPARTMENT to receive notices and to act for it in all matters relating to this Agreement, or the designee of such individual.
- C. **Local Health Jurisdiction's Representative** means the individual designated and authorized by the Local Health Jurisdiction to receive notices and to act for it in all matters relating to this Agreement, or the designee of such individual.
- D. **Services** means all work performed by the DEPARTMENT or the Local Health Jurisdiction pursuant to and governed by this Agreement, including Addenda A and B.

III. TERM

The term of this Agreement shall be: January 1, 2017 through December 31, 2021, unless amended or terminated earlier pursuant to the terms and conditions herein. Should this Agreement be signed after the term beginning date stated herein, then it shall be retroactive and binding to that date.

IV. PAYMENT

Payment for the services described in Addendum A shall be provided as set forth in Addendum B, attached hereto and incorporated by reference.

V. HOLD HARMLESS

Except as otherwise provided herein, each party shall defend, protect, and hold harmless the other party, and its appointed and elected officials, employees, and agents from and against all liability, loss, cost, damage and expense, including but not limited to costs and attorney's fees, because of claims, suits and/or actions arising from any negligent or intentional act or omission asserted or arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement by that party's appointed or elected officials, employees, and agents.

VI. RECORDS MAINTENANCE

The **DEPARTMENT** and the **Local Health Jurisdiction** shall each maintain books, records, documents, and other materials, including but not limited to online data, that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to copying, inspection, review, or audit by personnel of either party, and other personnel duly authorized by law. The **DEPARTMENT** shall retain all books, records, documents, online data, and other material relevant to the services described in Addendum A, which materials shall be made available to the **Local Health Jurisdiction** upon request.

VII. TERMINATION

Except as otherwise provided for herein, either party may terminate this Agreement by giving the other party at least one hundred eighty (180) days written notice. If this Agreement is so terminated, each party shall be liable only for performance in accordance with the terms stated herein for services rendered prior to the effective date of termination.

VIII. CHANGE IN FUNDING

If the funding authorities of the **DEPARTMENT** (*Federal, State, and local agencies*) fail to appropriate funds to enable the **DEPARTMENT** to continue payment as specified in this Agreement or if the Board of Health reduces the budget of the **DEPARTMENT** or any program(s) and, as a result of the Board of Health's action, the **DEPARTMENT's** Director of Health determines there are insufficient funds to continue payment as specified in this Agreement, then the **DEPARTMENT** may modify or cancel this Agreement without penalty provided that the **Local Health Jurisdiction** receives at least ninety (90) days prior written notice of lack of appropriated funds as the reason for the modification or termination. Any modification of this Agreement shall be effective only upon incorporation into a written amendment as set forth in Section XI.

IX. INTERPRETATION

In the event of an inconsistency found in the terms and conditions contained within this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State Statutes and Regulations;
- Addenda A and B; and
- The provisions of this Agreement.

X. PERFORMANCE

The **DEPARTMENT** shall perform all services in accordance with all applicable professional standards and agrees that it will use only qualified, competent personnel in the execution of these services.

XI. AMENDMENTS

Either party may request changes to this Agreement. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this Agreement. No changes to this Agreement are valid or binding on either party unless first reduced to writing and signed by the Representatives of both parties.

XII. NON-DISCRIMINATION

Each party covenants that in providing the services described in Addendum A, no person shall be excluded from participation therein, denied the benefits thereof, or otherwise be subjected to discrimination with respect thereto on the grounds of marital status, presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, race, creed, color, national origin, age, religion, gender, sexual orientation, disabled veteran status or Vietnam Era Veteran status.

XIII. DISPUTES

This Agreement shall be administered and interpreted under the laws of the State of Washington. In the event that a dispute arises in the interpretation or application of this Agreement, both parties are to proceed to good faith negotiation to resolve said disputes. The parties may also agree in writing to mediation if negotiation is not successful in resolving the dispute. However, in the event such disputes cannot be resolved, the dispute may be appealed to the parties' Local Health Officer or his /her designee for resolution. In the event the Local Health Officers are unable to resolve the dispute, either party may pursue relief in Superior Court. Jurisdiction of litigation arising from this Agreement shall be in the State of Washington. Venue for all actions arising pursuant to this Agreement shall lie within Pierce County, Washington.

XIV. SERVICES MANAGEMENT

The work described in Addendum A shall be performed under the coordination and cooperation of both party representatives. Each party shall provide assistance and guidance to the other party as necessary for the successful performance and goals of this Agreement.

XV. ALL WRITINGS CONTAINED HEREIN

This Interlocal Agreement contains all the terms and conditions acknowledged by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties hereto. This Agreement supersedes any prior written agreements between the parties relating to the work described in Addendum A.

IN WITNESS THEREOF the parties hereto have executed this Agreement as of the date(s) set forth below.

Local Health Jurisdiction Authorized Signature

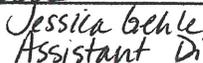
DEPARTMENT Authorized Signature



Mike Chapman, Chair
Clallam County Board of Commissioners



Frank DiBiase
Division Director

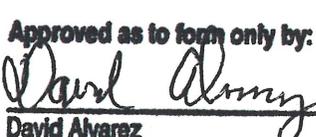


Jessica Behle
Assistant Division Director

Clallam County
223 East 4th Street, Suite 4
Port Angeles, Washington 98362-3000
(360) 417-2233



Christopher Schuler
Business Manager

Approved as to form only by:  9/30/16

David Alvarez
Chief Civil Deputy Prosecuting Attorney
Clallam County

Tacoma-Pierce County Health Department
3629 South D Street, MS 001
Tacoma, WA 98418
(253) 798-2899

ADDENDUM A: SCOPE OF WORK AND SPECIFIC CONDITIONS

This Addendum A applies to Agreement #1059-15-2021 between The TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (DEPARTMENT) and CLALLAM COUNTY PUBLIC HEALTH DISTRICT (Local Health Jurisdiction). In addition to the terms and conditions set forth in the Agreement, the parties agree as follows.

1. Local Health Jurisdiction's Responsibilities:

- 1.1. Authorize the DEPARTMENT by means of this Agreement to act as the Local Health Jurisdiction's "Designated Agent" and provide online food worker training, testing and card issuance to residents of CLALLAM County and any out-of-state residents who state they work in CLALLAM County, as permitted under Chapter 246-217 WAC.
- 1.2. Hold the DEPARTMENT harmless from any actual or purported loss of online food worker training, testing and card issuance income during times of unavoidable lack of access to the DEPARTMENT's training, testing and card issuance web site.
- 1.3. Maintain the security of the data originating from and contained in the online food worker card database. This includes but is not limited to adhering to the standard practices for strong password generation and user account management. The Local Health Jurisdiction shall not grant unauthorized parties access to the confidential data originating from or contained in the online food worker card database.

2. The DEPARTMENT's Responsibilities:

- 2.1. Provide online food worker training, testing and card issuance services as a designated agent of the Local Health Jurisdiction in accordance with the State of Washington's requirements under Chapter 246-217 WAC.
- 2.2. Ensure a good-faith effort to maintain a training, testing and card issuance web site that functions and is accessible to residents of CLALLAM County and any out-of-state residents who state they work in CLALLAM County.
- 2.3. Provide Local Health Jurisdiction with the location of a website to which residents of CLALLAM County and any out-of-state residents who state they work in CLALLAM County may be directed for online training, testing and card issuance. The DEPARTMENT may change the location of the website, but must provide re-direction to a new site with a minimum of thirty (30) days advance notice to Local Health Jurisdiction.
- 2.4. Provide access to the software to print a food worker card with the Local Health Jurisdiction logo which shall be valid throughout the State of Washington for a minimum period of two years from the date of issuance.
- 2.5. Establish a secure online payment gateway and service that will permit online payment services via, credit cards, including but not limited to Visa and MasterCard, as well as debit cards.
- 2.6. Provide and pay for an online maintenance agreement with an outside contractor to provide technical support of the website and online programming of the online food worker card software.
- 2.7. Provide Local Health Jurisdiction with a written statement of income on a quarterly basis, or as frequently as the parties may otherwise agree, or a link to an online report providing the same information.
- 2.8. Provide support and service to Local Health Jurisdiction during regular DEPARTMENT hours of operation to ensure Local Health Jurisdiction has the ability to respond to queries from residents of CLALLAM County and any out-of-state residents who state they work in CLALLAM County.

3. **Public Records Requests.**

3.1 The DEPARTMENT holds the records and data generated by the Food Workers Card software as the Local Health Jurisdiction's designee. The DEPARTMENT will provide all such materials to the Local Health Jurisdiction in response to any public record request the Local Health Jurisdiction may receive relating to the Food Workers Card database. The Local Health Jurisdiction will be responsible for releasing the records to the requester in accordance with Chapter 42.56 RCW and Chapter 44-14 WAC. When the Local Health Jurisdiction requests records, the Local Health Jurisdiction must clearly describe the records that are being requested. The DEPARTMENT will notify the Local Health Jurisdiction as to the number of days it will take to gather the responsive records. Any public records requests received by the DEPARTMENT will be fulfilled by the DEPARTMENT. In the event the DEPARTMENT receives a request for public records regarding the Local Health Jurisdiction's records, the DEPARTMENT will notify the Local Health Jurisdiction of the request prior to releasing the records.

4. **Liaisons for the Agreement:**

On behalf of the DEPARTMENT:

Donald Foreman
Environmental Health Specialist III
Tacoma-Pierce County Health Department
3629 S D Street
Tacoma, WA 98418
Phone: (253) 798-3515
Fax: (253) 798-6539
Email: dforeman@tpchd.org

On behalf of the Local Health Jurisdiction:

Andy Brastad, RS
Environmental Health Manager
Clallam County Health and Human Services
223 East 4th Street, Suite 14
Port Angeles, WA 98362

Phone: (360) 417-2415
Fax (360) 417-2443
Email: abrastad@co.clallam.wa.us

ADDENDUM B: ALLOCATION OF FOOD WORKER CARD FEES

This Addendum B applies to Agreement #1059-15-2021 between The TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (DEPARTMENT) and CLALLAM COUNTY PUBLIC HEALTH DISTRICT (Local Health Jurisdiction). In addition to the terms and conditions set forth in the Agreement and Addendum A, the parties agree as follows:

1. Fee Allocation and Method of Payment:

- 1.1. During the period January 1, 2017 through December 31, 2021, the DEPARTMENT will collect on behalf of the Local Health Jurisdiction the maximum fee established under Chapter 246-217 WAC, as now or hereafter amended.
- 1.2. The DEPARTMENT will retain a \$3.00 per card fee as payment for the services described in this Agreement from each online food worker card issued online to a resident of CLALLAM County and any out-of-state resident who states he or she works in CLALLAM County and who enters the www.foodworkercard.wa.gov testing website (or a successor site) by means of the Local Health Jurisdiction's web link, the DEPARTMENT's web link, or any other approved link. The balance of the monies collected under Chapter 246-217 WAC shall be remitted to the Local Health Jurisdiction in accordance with the terms set forth below.
- 1.3. The DEPARTMENT may impose and retain a surcharge or equivalent assessment intended to recoup any credit card processing fees. Such a surcharge or equivalent assessment will be paid directly by the food worker (not by the Local Health Jurisdiction), and shall not be included in the fee allocations and methods of payment described elsewhere in this section.
- 1.4. If the actual and indirect costs incurred by the DEPARTMENT to provide the services described in this Agreement exceed \$3.00 per card, the DEPARTMENT may, in its sole discretion, increase the amount it retains as payment for services to offset the difference and the amount remitted to the Local Health Jurisdiction will be reduced. Written notice of rate increases, if any, will be provided in writing ninety (90) days in advance to the Local Health Jurisdiction.
- 1.5. The DEPARTMENT will retain a \$1.00 per card fee for the services described in this Agreement from each replacement food worker card issued online to a resident of CLALLAM County and any out-of-state resident who has lost his or her original food worker card; provided, he or she works in CLALLAM County, purchases a replacement— food worker card without taking the online test, and enters the www.foodhandlerscard.com testing website (or a successor site) by means of the Local Health Jurisdiction's web link, the DEPARTMENT's web link, or any other approved link. The balance of the monies collected under Chapter 246-217 WAC shall be remitted to the Local Health Jurisdiction in accordance with the terms set forth below.
- 1.6. If a food worker from a Local Health Jurisdiction challenges the validity of a payment for an online food worker card and the credit card company charges back or reverses the payment, the Local Health Jurisdiction agrees to pay any fees and costs associated with the cost of the reversal. Currently these fees are \$25.00 per transaction in addition to the actual amount reversed.
- 1.7. The DEPARTMENT shall remit monies owed to the Local Health Jurisdiction on a quarterly basis, together with a written statement of income received, or as frequently as the parties may otherwise agree, or a link to an online report providing the same information. Said funds and the quarterly statement shall be mailed to the Local Health Jurisdiction at the address stated below within 20 business days of the end of the quarter.
- 1.8. At the written request of the Local Health Jurisdiction Representative the DEPARTMENT may enter into agreements with institutions such as Department of Corrections to provide food worker cards for residents of Clallum County that are not permitted internet access. The DEPARTMENT will retain \$10.00 per card fee for this service.

2. **Remittance Address:** DEPARTMENT will remit payment to the address stated below:

Clallam County Health and Human
Kim Yacklin
223 East 4th Street, Suite 14
Port Angeles, WA 98362
Phone: (360) 417-2523

3. **Accounting Information:**

3.1. Source of Funding: N/A

3.2. DEPARTMENT Program Number: 1059-Food Safety