

**INTERAGENCY AGREEMENT  
BETWEEN  
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT  
And  
CLALLAM COUNTY**

This Interagency Agreement is made and entered into by and between the **Tacoma-Pierce County Health Department**, hereinafter referred to as **DEPARTMENT**, and **CLALLAM COUNTY** 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 Interagency Agreement to provide for the funding and execution of services as described in Addendum A, 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 Interagency 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:

<b>Addendum</b>	<b>Number of Pages</b>	<b>Description</b>
A	2	Scope of Work
B	1	Reimbursement

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: September 15, 2011 through December 31, 2013, unless amended 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 evidence, 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 inspection, review, or audit by personnel of both parties, and other personnel duly authorized by law. The **DEPARTMENT** shall retain and otherwise make available all books, records, documents, and other material relevant to this Agreement in accordance with Chapters 42.56 and 40.14 RCW and supporting regulations.

## VII. TERMINATION

Except as otherwise provided for herein, either party may terminate this Agreement by giving the other party at least ninety (90) days written notice. If this Agreement is so terminated, the 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 appropriate 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, 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, shall be excluded from participation therein, denied the benefits thereof, or otherwise be subjected to discrimination with respect thereto.

**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 Interagency 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.

**IN WITNESS THEREOF** the parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Date of Signature

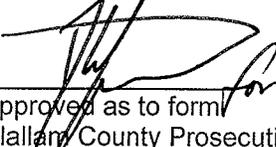
\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
**Howard V. Doherty, Chair  
Clallam County Board of Commissioners**

\_\_\_\_\_  
**DEPARTMENT Authorized Signature  
Marcy Kulland, Business Manager**

Clallam County  
223 East First Street  
Port Angeles, WA 98362  
360-417-2000

Tacoma-Pierce County Health Department  
3629 South D. Street, MS 1004  
Tacoma, WA 98418  
(253) 798-2899

  
\_\_\_\_\_  
Approved as to form  
Clallam County Prosecuting  
Attorney

**ADDENDUM A: SCOPE OF WORK AND SPECIFIC CONDITIONS**

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

1. **Local Health Jurisdiction** shall:

- 1.1. Authorize **DEPARTMENT** by means of this Agreement, to 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 the **Local Health Jurisdiction's** "Designated Agent", 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. The Local Health Jurisdictions shall 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. All requests for public information shall be referred to the **DEPARTMENT**.

2. **The DEPARTMENT** shall:

- 2.1. Provide online food worker training, testing and card issuance services as a designated agent of **Local Health Jurisdiction** that meet the State of Washington's requirements under Chapter 246-217 WAC.
- 2.2. Ensure a best-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 the parties may otherwise agree or a link to an on line 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** 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. The liaisons for the Agreement shall be as follows:

On behalf of the **DEPARTMENT**:

Mike Davis  
Food Program Supervisor  
Tacoma-Pierce County Health Department  
3629 S D Street  
Tacoma, WA. 98418  
Phone: (253) 798-6464  
Fax: (253) 798-6539  
Email: [mdavis@tpchd.org](mailto:mdavis@tpchd.org)

On behalf of the **Local Health Jurisdiction**:

Andy Brastad RS  
Environmental Health Manager  
Clallam County Health and Human Services  
223 East 4<sup>th</sup> Street, Suite 14  
Port Angeles, WA 98362  
Phone: (360) 417--2415 ext 2415  
Fax (360) 417--2443  
Email: [abrastad@co.clallam.wa.us](mailto:abrastad@co.clallam.wa.us)

**ADDENDUM B: REIMBURSEMENT**

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

1. **Reimbursement and Method of Payment:**

- 1.1. During the period September 15 2011 through December 31 2013, the **DEPARTMENT** agrees to reimburse the **Local Health Jurisdiction** for services identified in Addendum A.
- 1.2. The **DEPARTMENT** will pay **Local Health Jurisdiction** the proceeds less a \$3.00 per card fee the **DEPARTMENT** collects from online food worker cards issued to the residents of Clallam County and any out-of-state residents who state they work in Clallam County that enter the [www.foodhandlerscard.com](http://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.
- 1.3. If the actual and indirect costs incurred by the **DEPARTMENT** for online food worker cards increase over \$3.00 per card, the **DEPARTMENT** may, in its sole discretion, increase the fees to offset the difference and the amount paid to **Local Health Jurisdiction** will be reduced. Written notice of any rate increases, if necessary, will be provided in writing ninety (90) days in advance to the **Local Health Jurisdiction**.
- 1.4. The **DEPARTMENT** will pay **Local Health Jurisdiction** all proceeds less a \$1.00 per card fee the **DEPARTMENT** collects for each replacement food worker card issued online to a resident of Clallam County and any out-of-state residents who state they work in Clallam County, who lost their original food worker card and purchases a replacement food worker card without taking the online test that enter the [www.foodhandlerscard.com](http://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.
- 1.5. These rates are based on the maximum fees established and subject to change under Chapter 246-217 WAC.
- 1.6. The **DEPARTMENT** shall remit a payment and a statement of revenues due to the **Local Health Jurisdiction**, at the address stated below, quarterly, within 20 business days of the end of the quarter.

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

Clallam County Health and Human Services  
Attn: Kim Yacklin  
223 East 4<sup>th</sup> 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