

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

202108028

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8540 Environmental Health / 854030 Food Safety
Contract or Grant Administrator:	Erika Lautenbach
Contractor's / Agency Name:	Tacoma Pierce County Health Department

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC:
Already approved? Council Approved Date:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		

Is this a grant agreement?	If yes, grantor agency contract number(s):	CFDA#:
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	

Is this contract the result of a RFP or Bid process?	Contract Cost Center:
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes, RFP and Bid number(s):	652200

Is this agreement excluded from E-Verify?	No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
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If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	

Varies depending on number of permits issued.

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: This Agreement outlines terms and responsibilities for administering an online food worker permit training, testing and card issuance program on behalf of Whatcom County.

Term of Contract:	5 Years	Expiration Date:	12/31/2026
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Contract Routing:	1. Prepared by:	JT	Date:	07/06/2021
	2. Health Budget Approval:	KR/JG	Date:	07/09/2021
	3. Attorney signoff:	RB	Date:	07/21/2021
	4. AS Finance reviewed:	M Caldwell	Date:	7/9/21
	5. IT reviewed (if IT related):		Date:	
	6. Contractor approved:		Date:	
	7. Submitted to Exec.:	JT	Date:	08/16/2021
	8. Council approved (if necessary):	AB2021-442	Date:	08/10/2021
	9. Executive signed:		Date:	8-16-21
	10. Original to Council:		Date:	9-9-21



## MEMORANDUM

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Tacoma-Pierce County Health Department (TPCHD)  
Food Worker Permit Program Interlocal Agreement  
**DATE:** August 16, 2021

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Attached is an Interlocal Agreement between Whatcom County and Tacoma-Pierce County for your review and signature.

- **Background and Purpose**

In 2012, Whatcom County joined at least 18 other local health jurisdictions (LHJ) in utilizing an online system for training, testing and issuing required food handler permits to food industry workers. This online program provides food industry workers a convenient way to obtain their food handler permits while increasing administrative efficiencies in the Health Department. TPCHD administers food handler testing on behalf of all participating LHJs and retains a \$3.00 per card fee (total card fee is \$10) as payment for the services.

- **Funding Amount and Source**

In 2020, Whatcom County received \$80,732 in revenue from this program. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

- **Differences from Previous Contracts**

This is a new 5-year Agreement, however, this program has been in place through previous Agreements since 2012. This Agreement includes no changes from the Agreement that is in place through 12/31/2021 (WC Contract #201610012).

Please contact Erika Lautenbach at 360-778-6005 ([ELautenb@co.whatcom.wa.us](mailto:ELautenb@co.whatcom.wa.us)) or Kathleen Roy, Assistant Director at 360-778-6007 ([KRoy@co.whatcom.wa.us](mailto:KRoy@co.whatcom.wa.us)), if you have any questions or concerns regarding this request.







INTERLOCAL AGREEMENT  
BETWEEN  
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT  
And  
WHATCOM COUNTY HEALTH DEPARTMENT

This Interlocal Agreement is made and entered into by and between the **Tacoma-Pierce County Health Department**, hereinafter referred to as **DEPARTMENT**, and **WHATCOM COUNTY HEALTH DEPARTMENT** 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
B	1	Allocation of Fees

- 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, 2022 through December 31, 2026, 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.

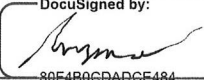
**IN WITNESS THEREOF** the parties hereto have executed this Agreement as of the date(s) set forth below.

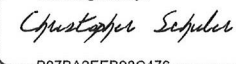
**Local Health Jurisdiction** Authorized Signature

  
\_\_\_\_\_  
Erika Lautenbach Date  
Director

Whatcom County Health Department  
509 Girard Street  
Bellingham, WA 98225  
(360) 778-6000

**DEPARTMENT** Authorized Signature

DocuSigned by:  
  
\_\_\_\_\_  
80F4B0CDADCE484...  
Nigel Turner Date  
Division Director

DocuSigned by:  
  
\_\_\_\_\_  
897BA2EEB98C476...  
Christopher Schuler Date  
Business Manager

Tacoma-Pierce County Health Department  
3629 South D Street, MS 001  
Tacoma, WA 98418  
(253) 649-1500



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

This Addendum A applies to Agreement #1061-34-2026 between The TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (**DEPARTMENT**) and **WHATCOM COUNTY HEALTH DEPARTMENT (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 Whatcom County and any out-of-state residents who state they work in Whatcom 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 Whatcom County and any out-of-state residents who state they work in Whatcom County.
- 2.3. Provide **Local Health Jurisdiction** with the location of a website to which residents of Whatcom County and any out-of-state residents who state they work in Whatcom 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 Whatcom County and any out-of-state residents who state they work in Whatcom 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  
Project Manager  
Tacoma-Pierce County Health Department  
3629 S D Street  
Tacoma, WA 98418  
Phone: (253) 649-1707  
Fax: (253) 649-1360  
Email: [dforeman@tpchd.org](mailto:dforeman@tpchd.org)

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

John Wolpers  
Environmental Health Manager  
Whatcom County Health Department  
509 Girard Street  
Bellingham, WA 98225  
Phone: (360) 778-6000  
Fax (360) 778-6001  
Email: [jwolpers@co.whatcom.wa.us](mailto:jwolpers@co.whatcom.wa.us)



**ADDENDUM B: ALLOCATION OF FOOD WORKER CARD FEES**

This Addendum B applies to Agreement #1061-31-2026 between The TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (**DEPARTMENT**) and **WHATCOM COUNTY HEALTH DEPARTMENT (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, 2022 through December 31, 2026, 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 Whatcom County and any out-of-state resident who states he or she works in Whatcom County and who enters the [www.foodworkercard.wa.gov](http://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**. The **Local Health Jurisdiction** may terminate this Agreement by giving (90) days written notice in the event of a rate increase.
- 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 Whatcom County and any Whatcom out-of-state resident who has lost his or her original food worker card; provided, he or she works in Whatcom County, purchases a replacement— food worker card without taking the online test, and enters the [www.foodworkercard.wa.gov](http://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.
- 1.6. 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 Whatcom 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:

Whatcom County Health Department  
Attention: Business Office  
509 Girard Street  
Bellingham, WA 98225  
Phone: (360) 778-6000

3. **Accounting Information:**

3.1. Source of Funding: N/A

3.2. DEPARTMENT Program Number: 1061-Food Safety