BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

RESOLUTION
NO. 2026-138

RESOLUTION TO AUTHORIZE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY AND THE TACOMA-PIERCE COUNTY HEALTH DEPARTMENT

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate for mutual advantage; and

WHEREAS, Kittitas County, through the Kittitas County Public Health Department (KCPHD), is charged with the preservation, promotion, and improvement of health in the County; and

WHEREAS, providing food worker training, testing and card issuance services aligns with obligations of KCPHD; and

WHEREAS, the Tacoma-Pierce County Public Health Department has the skill-set, programs, and capacity to provide food service handler cards as detailed in the Agreement that is attached hereto and hereby incorporated by this reference; and

WHEREAS, the Board of County Commissioners find that it is in the best interest of the County, and all its citizens to enter the Interlocal Agreement.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Kittitas County, Washington, authorizes execution of an Interlocal Agreement with the Tacoma-Pierce County Health Department.

DATED this 4th day of August 2026, at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

Chair

Vice-Chair

Vacant
Commissioner

County Commissioners Kittitas County Washington SEAL

ATTEST:

Clerk of the Board

AGREEMENT
BETWEEN
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT
AND
KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT

This Agreement is made and entered into by and between the **Tacoma-Pierce County Health Department**, hereinafter referred to as **DEPARTMENT**, and **KITTITAS COUNTY PUBLIC 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 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 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, 2027 through December 31, 2031, 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; OWNERSHIP OF WORK

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.

The **DEPARTMENT** owns all right, title, and interest in any materials or data, including but not limited to food worker card software, produced or created by the **DEPARTMENT** in the performance of its responsibilities under this Agreement.

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** and otherwise performing under this Agreement, 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 race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

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 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

Chelsey Loeffers 08/07/2026

Chelsey Loeffers — Date

Director

Kittitas County Public Health Department
507 N Nanum #102
Ellensburg, WA 98926
(509) 962-7515

DEPARTMENT Authorized Signature

Chantell Harmon Reed 08/07/2026

Chantell Harmon Reed (Aug 7, 2026 15:16:34 PDT)

Chantell Harmon Reed — Date

Director of Public Health

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 #1061-42-2031 between the **TACOMA-PIERCE COUNTY HEALTH DEPARTMENT** (**DEPARTMENT**) and **KITTITAS COUNTY PUBLIC 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 Kittitas County and any out-of-state residents who state they work in Kittitas 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 Kittitas County and any out-of-state residents who state they work in Kittitas County.

   2.3. Provide **Local Health Jurisdiction** with the location of a website to which residents of Kittitas County and any out-of-state residents who state they work in Kittitas 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 Kittitas County and any out-of-state residents who state they work in Kittitas 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, REHS
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

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

Candi Blackford
Chief Administrator
Kittitas County Public Health Department
507 N Nanum Street, Suite 102
Ellensburg, WA 98926
Phone: (509) 962-7515
Fax (509) 962-7581
Email: candi.blackford@co.kittitas.wa.us

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ADDENDUM B: ALLOCATION OF FOOD WORKER CARD FEES

This Addendum B applies to Agreement #1061-42-2031 between the **TACOMA-PIERCE COUNTY HEALTH DEPARTMENT** (**DEPARTMENT**) and **KITTITAS COUNTY PUBLIC 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, 2027 through December 31, 2031, 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 $3.50 per card fee as payment for the services described in this Agreement from each online food worker card issued online to a resident of Kittitas County and any out-of-state resident who states he or she works in Kittitas 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 $3.50 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 Kittitas County and any out-of-state resident who has lost his or her original food worker card; provided, he or she works in Kittitas County, purchases a replacement— food worker card without taking the online test, and 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.

   1.6. 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 will be deposited by ACH payment 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 Kittitas County that are not permitted internet access. The **DEPARTMENT** will retain $10.00 per card fee for this service.

2. **Accounting Information**:

   3.1. Source of Funding: N/A

   3.2. **DEPARTMENT** Program Number: 1061 - Online Food Card

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Kittitas 2027- 2031 FWC Agreement

Final Audit Report 2026-08-07

Created:	2026-08-07
By:	Marquis Bradford (mbradford@tpchd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmhkf4uKha_Z7VUhtXwEhryc59OwOlUex

"Kittitas 2027- 2031 FWC Agreement" History

Document created by Marquis Bradford (mbradford@tpchd.org)
2026-08-07 - 9:26:29 PM GMT

Document emailed to Nathan Mosley (nmosley@tpchd.org) for approval
2026-08-07 - 9:28:06 PM GMT

Email viewed by Nathan Mosley (nmosley@tpchd.org)
2026-08-07 - 9:36:09 PM GMT

Document approved by Nathan Mosley (nmosley@tpchd.org)
Approval Date: 2026-08-07 - 9:38:01 PM GMT - Time Source: server

Document emailed to chelsey.loeffers@co.kittitas.ws.us for signature
2026-08-07 - 9:38:03 PM GMT

Email sent to chelsey.loeffers@co.kittitas.ws.us bounced and could not be delivered
2026-08-07 - 9:38:17 PM GMT

Marquis Bradford (mbradford@tpchd.org) added alternate signer Chelsey Loeffers (chelsey.loeffers@co.kittitas.wa.us). The original signer chelsey.loeffers@co.kittitas.ws.us can still sign.
2026-08-07 - 9:40:50 PM GMT

Document emailed to Chelsey Loeffers (chelsey.loeffers@co.kittitas.wa.us) for signature
2026-08-07 - 9:40:50 PM GMT

Email viewed by Chelsey Loeffers (chelsey.loeffers@co.kittitas.wa.us)
2026-08-07 - 9:55:05 PM GMT

Document e-signed by Chelsey Loeffers (chelsey.loeffers@co.kittitas.wa.us)
Signature Date: 2026-08-07 - 9:55:41 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Document emailed to creed@tpchd.org for signature
2026-08-07 - 9:55:43 PM GMT

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2026-08-07 - 9:55:47 PM GMT

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2026-08-07 - 10:15:54 PM GMT

Signer creed@tpchd.org entered name at signing as Chantell Harmon Reed
2026-08-07 - 10:16:32 PM GMT

Document e-signed by Chantell Harmon Reed (creed@tpchd.org)
Signature Date: 2026-08-07 - 10:16:34 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-08-07 - 10:16:34 PM GMT