

INTERAGENCY AGREEMENT FOR ENVIRONMENTAL HEALTH SERVICES

This Interagency Agreement for Environmental Health Services (“Agreement”) is entered into between the Kitsap Public Health District, a health district formed pursuant to chapter 70.46 RCW (“District”), and the Port Gamble S’Klallam Tribe, a federally recognized Indian tribe (“Tribe”).

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Services.** An Environmental Health Specialist (EHS) employed by the District will be designated to provide food safety training, inspection, 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**. One to two routine inspections will be performed annually at each establishment, and follow-up inspections will be conducted as needed until critical violations are corrected; follow-up inspections at The Point Casino & Hotel will not be conducted by the District. Inspections will occur without prior notification at the following Port Gamble S’Klallam Tribe food service establishments:

The Point Casino & Hotel:
Point Julia Café
Pizza Pit
Little Boston Bistro
Market Fresh Buffet
Boom Room
Center Bar
Market Fresh Catering
The Gliding Eagle Market
The Gliding Eagle Market Deli
The Gliding Eagle Espresso
Elders Services Lunch Program
Children Head Start Center
Summer Food Program

Adulterated food found during inspections will result in reconditioning or destruction as outlined in the Reconditioning and Destruction Guidelines, which are incorporated by reference as **Attachment B**.

Food safety or facility complaints regarding Tribe establishments, which are received by the District, will be reported to the Tribe. Following the Tribe’s review of the complaint, the Tribe may request that the EHS perform a complaint inspection at the implicated facility.

2. **Compensation.** The Tribe agrees to compensate the District for such environmental health services at the rate of \$145.00 per hour (salary, benefits, and administration costs based on the particular staff person utilized), not to exceed 40 hours per year. The days and hours worked will be mutually agreed upon between the EHS and the Executive Director for the Tribe. Mileage will be reimbursed at the current IRS rate.

3. **Period of Performance.** The period of performance of this Agreement is April 2, 2019 through December 31, 2020.

4. **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 Executive Director of the Tribe. Points of contact for each food venue are:

Upon arrival at The Point Casino & Hotel properties, an agent from the Tribal Gaming Agency and Chef on duty should be notified of the inspector's arrival by Casino staff.

The Point Casino & Hotel:	Chuck Belanger, Food & Beverage Director
Point Julia Café	
Pizza Pit	
Little Boston Bistro	
Market Fresh Buffet	
Boom Room	
Center Bar	
Market Fresh Catering	
The Gliding Eagle Market	Roberto Cox, Operations Manager
The Gliding Eagle Market Deli	
The Gliding Eagle Espresso	
Elders Services Lunch Program	Susan Hanna, Elder Program Manager
Children Head Start Center	Jacki Haight, Early Childhood Director
Summer Food Program	Stacy Mills, TANF manager

6. **Employee Status.** The EHS will at all times during the term of this Agreement remain under the ultimate supervision and control of the District and be considered an employee of the Health District and not of the Tribe.

7. **Invoice and Payment.** The Health District 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, or payment required or permitted under this Agreement will be addressed as follows:

District

Tribe

Dayna Katula
Kitsap Public Health District
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2301

Kelly Sullivan
Port Gamble S'Klallam Tribe
31912 Little Boston Road NE
Kingston, WA 98346
(360) 297-6259

9. **Records Maintenance.** The Tribe and the EHS will maintain all records, reports, and documents in accordance with Tribal Health Codes and regulations and in compliance with applicable federal, state, and local laws.

10. **Inspection Results Reporting.** Each party acknowledges the District does not permit the Tribe's food venues, the Tribe requested District food service inspections but is not subject to District food inspections. Thus, the District will not publish or post results of the Tribe's food establishment inspection reports to any public domain. If the District receives a public records request for inspection reports of any of the Tribe's food service establishments, the District will make reasonable efforts to notify the Tribe immediately and the District will notify the Tribe prior to releasing the requested records.

11. **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 this Agreement. Solely for the purposes 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.

12. **Termination.** This Agreement may be terminated by either party upon giving at least 30 days' advance written notice to the other party.

13. **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.

14. **Amendment.** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.

15. **No Waiver.** The failure of either party to 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.

16. **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.

17. **Legal Compliance.** The parties agree to comply with all applicable federal, state, and local laws in the performance of this Agreement.

18. **Authorization.** Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

KITSAP PUBLIC HEALTH DISTRICT

By: _____

Keith Grellner
Administrator

Date: _____

5/17/19

PORT GAMBLE S'KLALLAM TRIBE

By: _____

Jeromy Sullivan
Tribal Chairman

Date: _____

5-31-2019

Community Food Safety/Environmental Health Coordinator

DEFINITION

The Food and Living Environment Program is mandated by the specific function of this position to provide food safety training, inspection, 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

- Ensures compliance of the Washington State Retail Food Code Chapter 246-215 Washington Administrative Code (WAC) and Kitsap Public Health Board Ordinance 2014-01 in regard to food safety and education and training in regard to safe food handling techniques and the prevention of foodborne disease.
- Conducts food service establishment inspections in assigned area and conducts follow-up instructions.
- Conducts temporary food service establishment inspections and re-inspections as necessary.
- Conducts interviews and investigations of foodborne illness complaints.
- Responds to general food service establishment complaints and makes inspections as necessary.
- Provides consultation in regard to current food service and disease prevention issues, technology and regulations.
- Provides technical assistance per request.
- Develops and provides educational 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 & 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 appropriate for the purpose and parties addressed, concerning complex or sensitive matters, including making presentations to diverse audiences.
- Conduct field inspections, 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 with rapport with co-workers, volunteers, other programs, officials, representatives of other agencies and businesses, and diverse members of the public.
- Read, understand, interpret and apply appropriately the terminology, instructions, policies, procedures, legal requirements and regulations pertinent to the area of assignment.
- Assure that absolute confidentiality is maintained as required and sensitive information is handled appropriately.
- Fulfill the commitment of the District 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 to 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 produce 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.

FOOD DESTRUCTION AND RECONDITIONING: GUIDELINES FOR HANDING POTENTIALLY HAZARDOUS FOOD HELD AT IMPROPER TEMPERATURES

When Potentially Hazardous Foods (PHF) are found at improper temperatures, you must make a safe decision about what to do with them. For example, what should you do if you find milk in a refrigerator at 55°F or chili in a soup warmer at 115°F? The chart at the end summarizes how to properly treat a food found at an improper temperature.

DEFINITIONS USED IN THIS GUIDELINE

POTENTIALLY HAZARDOUS FOOD (PHF): A type of food that can support growth of bacteria that are infectious or are capable of producing a toxin (poison), when they are not temperature controlled. Examples include meat, eggs, fish, dairy products, sprouts, cooked rice, cooked pasta, cooked beans, cooked vegetables, and cooked fruits.

TEMPERATURE DANGER ZONE: A temperature range between 41°F and 135°F, within which PHFs must not be stored.

DESTRUCTION: Making a food product inedible by covering it, for example, with soap or bleach.

RECONDITIONING: Either immediately reheating food to 165°F, or cooling it to 41°F, so that it is safe to be served later.

HOT HOLDING: Keeping PHF at 135°F or above so that bacteria will not grow in or on it.

COLD HOLDING: Keeping PHF at 41°F or below so that bacteria will not grow in or on it.

ROOM TEMPERATURE STORAGE: Storing food without intention to keep it cold or hot. Examples include storing food on a countertop, in a refrigerator that is not working, and in a pan that is not heated.

COOLING: Cooling hot PHF from 135°F to 41°F. This must be done quickly enough so that the food does not stay in the Temperature Danger Zone for long enough for bacteria to grow. See our Cooling Handout for more details.

REHEATING: Reheating PHF to 165°F--which must be done within 2 hours.



KITSAP PUBLIC
HEALTH DISTRICT

345 6th Street
Suite 300
Bremerton, WA 98337

360-728-2235 t.

kitsappublichealth.org

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FOOD DESTRUCTION AND RECONDITIONING GUIDELINE CHART FOR POTENTIALLY HAZARDOUS FOOD HELD AT IMPROPER TEMPERATURES

Temperature	Status/Operation	Duration of Time	Destruction/Reconditioning
42-45°F	Cold Holding	N/A	Cool to 41°F
46-55°F	Cold Holding	Less than 12 hours	Cool to 41°F
		More than 12 hours	Destroy food
	Cooling	More than 6 hours, but less than 8 hours	Rapidly reheat to 165°F; then Cool to 41°F
		More than 8 hours	Destroy food
Reheating	More than 4 hours	Destroy food	
56-69°F	Cold Holding	Less than 4 hours	Cook/Reheat to 165°F; then Cool to 41°F
		More than 4 hours	Destroy food
	Room Temperature Storage	Less than 4 hours	Cook/Reheat to 165°F; then Cool to 41°F
		More than 4 hours	Destroy food
	Cooling	More than 6 hours	Destroy food
	Reheating	More than 4 hours	Destroy food
70-129°F	Room Temperature Storage	Less than 2 hours	Cook/Reheat to 165°F; then Cool to 41°F
		More than 2 hours	Destroy food
	Hot Holding	Less than 2 hours	Reheat to 165°F
		More than 2 hours	Destroy food
	Cooling	More than 2 hours, but less than 4 hours	Cook/Reheat to 165°F; then Cool to 41°F
		More than 4 hours	Destroy food
Reheating	More than 2 hours	Destroy food	
129-134°F	Hot Holding	N/A	Reheat to 165°F