

Agreement No. 4

**INTERAGENCY AGREEMENT**  
between  
**WASHINGTON STATE UNIVERSITY**  
and  
**WHITMAN COUNTY – DEPARTMENT OF PUBLIC HEALTH**

**THIS INTERAGENCY AGREEMENT** (the “Agreement”) is by and between WASHINGTON STATE UNIVERSITY, an institution of higher education and agency of the state of Washington, through the ENVIRONMENTAL HEALTH AND SAFETY DEPARTMENT (hereafter referred to as “EHS”), and the WHITMAN COUNTY DEPARTMENT OF PUBLIC HEALTH (hereafter referred to as WCHD).

Washington State University owns properties in Whitman County on which activities are conducted that are under the jurisdiction of the Whitman County Department of Public Health. EHS and WCHD have a long history of cooperative regulation and enforcement, and desire to change some of the terms of their relationship through this new agreement.

**IT IS THE PURPOSE OF THIS AGREEMENT** to memorialize the terms and conditions for a joint plan of operation which delineates the responsibilities of EHS and the WCHD with respect to the enforcement of RCW Title 69 and 70 and WAC Title 246 on WSU property in Whitman County.

This Agreement replaces any and all previous agreements entered into between the parties, including specifically the following contracts, addendums and amendments: Contract No. 01 signed July 29, 1999 (WSU Contract #13355) with Addendums A and B, Amendment No. 1 signed November 13, 2000, and Contract Agreement No. 02 signed May 12, 2003 (WSU Contract #15037), Contract Agreement No. 03 signed December 15, 2009 (WSU Contract #18507).

**NOW THEREFORE**, the parties agree as follows:

**I. STATEMENT OF WORK**

EHS will perform certain services on behalf of WCHD regarding activities occurring on WSU property, which WCHD will compensate EHS for those services as set forth in this Agreement. EHS and the WCHD shall each furnish the necessary personnel, equipment, material and/or services to perform the work set forth in this Agreement.

## ***Definitions***

The references to establishments and facilities are limited to those located on properties owned by Washington State University in Whitman County.

The reference to “non-WSU” refers to establishments or facilities on WSU owned property that are not owned or operated by WSU.

The reference to WCHD “designee” throughout the Statement of Work section refers to either the WCHD Administrator of Public Health or the WCHD Director of Environmental Health.

References made to “Administer permits” under “EHS shall” throughout this Statement of Work shall mean distribute, collect, evaluate, recommend approval, and forward applications to WCHD, and disseminate permits to WSU departments.

References made to “Issue permits” under “WCHD shall” throughout this Statement of Work shall mean review applications, and either approve and send permits to EHS, or reject applications and return a written request for additional requirements and revisions.

### **A. General Sanitation / Environmental Health Protection**

*EHS shall:*

1. Receive complaints, concerns or questions and provide assessment, and surveillance of environmental health and general sanitation. Cooperate with state and local health officials to conduct investigations and inspections to control these hazards. Take appropriate corrective actions. Communicate concerns to WCHD. Assist the WCHD with investigations as necessary. Evaluate WSU contracts with vendors and facility users to include specific clauses and terms to monitor compliance with environmental health requirements. Perform these services in accordance with RCW 43.20.050 and WAC 246-203.
2. Submit monthly reports.

*WCHD shall:*

1. Assist EHS with investigations, inspections and corrective actions as requested by EHS and as determined to be necessary by the County Health Officer or designee.

### **B. Food Protection**

*EHS shall:*

1. For new establishments or proposed remodels:
  - a. Notify WCHD of plans submitted.

- b. Review plans.
  - c. Conduct pre-opening inspections.
  - d. Evaluate and add new establishments or remodels to the WSU Fees List.
2. Process permits.
    - a. Evaluate events and issue WCHD Temporary Permit to WSU Establishments.
    - b. Administer Annual Food Service Establishment Permits for WSU Establishments in accordance with the current WCHD Environmental Health Fees List.
      - i) Maintain a current WSU Fees List.
      - ii) Send permit applications to WSU departments by October 15<sup>th</sup> each year.
      - iii) Provide the upcoming year's WSU Fees List and all applications to WCHD by December 31<sup>st</sup> each year.
      - iv) Distribute permits received from WCHD to WSU departments by February 28<sup>th</sup> of each year.
  3. Perform inspections / follow-up inspections.
    - a. Temporary Food Establishments
      - i) Conduct inspections of WSU Establishments.
      - ii) Conduct inspections of non-WSU Establishments.
      - iii) Conduct follow-up inspections of WSU Establishments as necessary.
      - iv) Conduct follow-up inspections of non-WSU Establishments as necessary.
    - b. Permanent Food Service Establishments.
      - i) Conduct routine inspections of WSU Establishments in accordance with WCHD Food Enforcement Policy.
      - ii) Conduct routine inspections of non-WSU Establishments in accordance with WCHD Food Enforcement Policy.
      - iii) Conduct follow-up inspections of WSU Establishments as necessary.
      - iv) Conduct follow-up inspections of non-WSU Establishments as necessary.
    - c. All inspections shall be conducted using current Washington State Department of Health inspection forms and appropriate actions shall be taken as allowed or required.
    - d. Notify WCHD of any failed inspection/follow-up inspection of WSU and non-WSU Establishments.
    - e. Notify WCHD of any recurring issues with Establishments.
  4. Provide copies of all inspections and enforcement procedures from the previous year by January 31 of each year.
  5. Provide consultation, review of operating procedures, and variance requests as requested by Establishments.
    - a. WSU Food Service Establishments (reference 2.b., 3.b.i., and 3.b.iii. above).
    - b. Non-WSU Food Service Establishments (reference 3.b.ii. and 3.b.iv. above).
  6. Conduct complaint/illness investigations. Notify the County Health Officer or designee of suspected or confirmed foodborne illnesses in a timely manner per WAC 246-101 through -105 and assist the WCHD in illness investigations.
    - a. Investigations of WSU Food Service Establishments.
    - b. Investigations of non-WSU Food Service Establishments.
  7. Assist with evaluations and inspections as requested by WCHD.

- a. WSU Establishments.
- b. Non-WSU Establishments.

*WCHD shall:*

1. Receive plan review notification from EHS and remain active during the approval process as necessary.
2. Issue permits (excluding temporary permits issued by EHS on WSU property, reference EHS section 2. a. above).
  - a. Send WCHD Environmental Health Fees List for the following calendar year electronically to EHS by September 30<sup>th</sup> each year.
  - b. Send permits to EHS for their dissemination by January 31<sup>st</sup> of each year.
3. Provide the upcoming year's Non-WSU Food Service Establishments Fee List to EHS by December 31<sup>st</sup> each year.
4. Provide copies of annual operating permit applications and permits for Non-WSU Food Service Establishments by January 31<sup>st</sup> of each year.
5. Provide correspondence on any permits applied from WSU and non-WSU entities on the WSU campus.
6. Provide copies of temporary operating permit applications and permits for Non-WSU Food Service Establishments 3 business days prior to the event.
7. Send an updated Catering / Mobile Permit list as updated.
8. In the event a WSU or non-WSU establishment fails an inspection/follow-up inspection, bill the establishment for a "Failed Inspection/Follow-up Inspection" fee as determined by the current WCHD Environmental Health Fees List (reference EHS section 3.d above).
9. Provide copies of inspections of Non-WSU Food Service Establishments on WSU property that the WCHD is responsible for.
10. Provide technical assistance such as assisting in foodborne illness investigations as requested by EHS.
11. Notify EHS of proposed changes to policies and procedures and receive feedback before final adoption in order to monitor for consistent enforcement of food service establishment regulations.
12. Provide a Food Worker Permit Card Program for WSU staff and students.
  - a. Provide on-line classes and locations of exams as needed.
  - b. Provide in-person training for groups of 10 or more with prior arrangements and approval.

### **C. Water Recreation Facilities**

*EHS shall:*

1. Administer Water Recreation Facility Operating Permits for WSU Facilities in accordance with WCHD Environmental Health Fees List.
  - a. Maintain a WSU Fees List.
  - b. Send permit applications to WSU departments by October 15<sup>th</sup> each year.

- c. Provide the upcoming year's WSU Fees List and all applications to WCHD by December 31<sup>st</sup> each year.
  - d. Distribute permits received from WCHD to WSU departments by February 28<sup>th</sup> of each year.
2. Conduct annual inspections of facilities and monitor the construction and operations of the facilities in compliance with RCW 70.90 and WAC 246-260. All inspections shall be conducted using current Washington State Department of Health inspection forms and monitor that appropriate actions are taken to correct violations.
  3. Provide copies of all inspections and enforcement procedures from the previous year by January 31 of each year.
  4. Provide consultation and review of operating procedures as requested by facilities.
  5. Notify the County Health Officer or designee of suspected or confirmed waterborne illnesses and injuries associated with facilities in accordance with WAC 246-260 in a timely manner and assist the WCHD in investigating illnesses/accidents.
  6. Assist with evaluations and inspections as requested by the WCHD.

*WCHD shall:*

1. Issue permits.
  - a. Send WCHD Environmental Health Fees List for the following calendar year electronically to EHS by September 30<sup>th</sup> each year.
  - b. Send permits to EHS for their dissemination by January 31<sup>st</sup> of each year.
2. Notify EHS of proposed changes to policies and procedures and receive feedback before final adoption in order to monitor for consistent enforcement of water recreation facility regulations.
3. Provide technical assistance such as assisting with illness/injury investigations as requested by EHS.
4. Provide copies of inspections of Non-WSU Water Recreation Facilities on WSU property that the WCHD is responsible for.

**D. Small On-Site Sewage Systems (*flows less than 3,500 gallons per day*)**

*EHS shall:*

1. Ensure all new onsite sewage systems are permitted under WAC 246-272A.
2. Notify WCHD of potential permit applications and plans received from WSU entities.
3. Respond to system failures, conduct investigations, and report findings to WCHD in a timely manner.
4. Document corrective actions and report to WCHD in a timely manner.

*WCHD shall:*

1. Permit and approve all designs for onsite sewage systems on all properties owned by WSU.

2. Notify EHS of any permit applications and plans received from WSU entities.
3. Provide EHS copies of on-site sewage system as built drawings and permitting information.
4. Provide technical assistance as requested by EHS.

#### **E. Solid Waste**

*EHS shall:*

1. For new facilities or proposed remodels:
  - a. Notify WCHD of plans submitted.
  - b. Review plans, specifications, and standard operating procedures in accordance with WAC 173-350 and RCW 70.95.
2. Administer permits in accordance with WAC 173-350.
  - a. Send permit applications to WSU departments by October 15<sup>th</sup> each year.
  - b. Provide the upcoming year's WSU Fees List and all applications to WCHD by December 31<sup>st</sup> each year.
  - c. Distribute permits received from WCHD to WSU departments by April 30<sup>th</sup> of each year.
3. Perform joint annual inspections of solid waste handling facilities with WCHD in accordance with WAC 173-300 and 350.
4. Collect, evaluate, and submit annual reports to WCHD.

*WCHD shall:*

1. Receive plan review notification from EHS and remain active during the approval process as necessary.
2. Issue permits.
  - a. Send WCHD Environmental Health Fees List for the following calendar year electronically to EHS by September 30<sup>th</sup> each year.
  - b. Send permits to EHS for their dissemination by March 31 of each year.
3. Perform joint annual inspections of solid waste handling facilities with EHS in accordance with WAC 173-300 and 350.
4. Provide inspection reports and documentation to EHS in a timely manner.
5. Provide technical assistance as requested by EHS.

#### **F. Illegal Drug Manufacturing**

*EHS shall:*

1. Post, order cleanup, review and approve contractor work plans, confirm cleanup of contaminated sites and remove posting in accordance with WAC 246-205-510 through - 590.

2. Notify the County Health Officer, or designee, of suspected or confirmed chemical exposures or illnesses.

*WCHD shall:*

1. Advise WSU and provide support as necessary in accordance with WAC 246-205.

#### **G. Communicable and Certain Other Diseases / Notifiable Conditions**

*EHS shall:*

1. Under the authority of the WCHD Health Officer, conduct investigations and institute disease control and contamination control measures (including vector control, condemnation of food supplies and inspection and closure of facilities) in accordance with WAC 246-100-036 and WCHD's policy on the Health Insurance Portability and Accountability Act (HIPAA).
2. Assist WCHD with other environmental health investigations in accordance with WAC 246-101.
3. During Business Hours based on sections 1 and 2 above if potential diagnostic samples (Category B per current IATA Dangerous Goods Regulations) need to be analyzed:
  - a. Contact the WCHD for approval prior to collection and shipment of sample to DOH or other appropriate/approved labs for analysis.
    - i) Pullman Office: 509-332-6752
    - ii) Colfax Office: 509-397-6280
  - b. Contact the Washington Disease Diagnostic Lab (WADDL) at 335-9696 or the Office of Research Assurances (ORA) 509-432-3869 for guidance on collection of the sample.
    - i) With prior approval, WCHD shall provide collection equipment/materials or make arrangements to provide collection equipment/materials for all samples.
  - c. Deliver the sample to WADDL at Bustad 155N, or;
  - d. Make arrangement for ORA to pick up the sample at EHS.
  - e. With prior approval, WCHD shall cover costs related to shipping of any sample deemed a public health concern.
  - f. With prior approval, WCHD shall cover costs related to analysis of any sample deemed a public health concern.
4. During Non-Business Hours based on sections 1 and 2 above if potential diagnostic samples (Category B per current IATA Dangerous Goods Regulations) need to be analyzed:
  - a. Contact the WCHD for approval prior to collection and shipment of the sample to DOH or other appropriate/approved labs for analysis.
    - i) via WhitCom: 509-332-2521 (Pullman Area)
    - ii) via WhitCom: 509-397-4341 (Colfax Area)

- b. Contact the WADDL at 335-9696 for guidance on collection of the sample. WADDL has different faculty on call each day. The office voicemail will list two phone numbers for emergency contacts and questions concerning sampling procedures for specific diseases.  
Note that after 12 PM Saturday's there is no carrier available for shipping samples and shipping is also dependent on a WADDL IATA trained person to be available for proper shipment procedures.
- c. EHS delivers the sample to WADDL at Bustad 155N.
- d. Shipment of sample is contingent on what commercial courier schedules allow.
5. Notify WCHD of shipment of specimens identified as a public health concern at the time of shipment.
6. Maintain a chain of custody contact with submitting entity.
7. When requested, submit updates to shipping and samples to WCHD in a timely manner.

*WCHD shall:*

1. Notify EHS of the intent of a WSU department to submit a sample of potential public health concern to DOH or other appropriate/approved labs.
2. Provide sampling kits to EHS as available.
3. Provide EHS information concerning:
  - a. Communicable and certain other diseases in accordance with WAC 246-100, and HIPAA, in a timely manner.
  - b. Environmental health notifiable conditions in accordance with WAC 246-101, in a timely manner.
4. When requested, provide HIPAA training and policies to EHS if available.

## **H. Emergency Response**

*EHS shall:*

1. Report emergencies from WSU facilities that affect public health and/or the environment beyond WSU boundaries to WCHD.
2. Monitor food, drinking water, vector control and sanitary facilities at emergency temporary facilities.

*WCHD shall:*

1. Notify EHS of emergencies that affect public health and/or the environment at WSU facilities.

## **I. Outdoor Music Festivals and Camps**

*EHS shall:*

1. Administer permits for events in unincorporated areas of Whitman County in accordance with WAC 246-374 and -376 thirty days prior to the event.
2. Notify WCHD and other applicable Whitman County departments about events.

*WCHD shall:*

1. Review, recommend approval and forward applications to Board of County Commissioners for approval.

## **J. Housing and Buildings**

### **a. General Housing and Building Concerns**

*EHS shall:*

1. Receive complaints, concerns or questions and provide assessment, and surveillance of environmental health and general sanitation for all WSU facilities.
2. Forward complaints, concerns or questions regarding environmental health and general sanitation for all approved student housing located off campus to WCHD.

*WCHD shall:*

1. Notify EHS of complaints, concerns or questions and provide assessment, and surveillance of environmental health and general sanitation for all WSU facilities located in Whitman county.

### **b. Building Condemnation**

*EHS shall:*

1. Notify WCHD if a building's structural integrity has been compromised by fire, water damage, earthquake, etc.
2. If applicable under item 2 below, post a copy of the condemnation letter on the premises.

*WCHD shall:*

1. Determine if entry and occupancy of the building is a hazard to employees, and the public, and if the building can be demolished in place without prior removal of asbestos-containing, and other hazardous materials.
2. Condemn the building by submittal of a letter to EHS within two (2) weeks of notification by EHS.

## **II. PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of the last obtained signature, and be indefinite in length, unless terminated sooner as provided herein.

## **III. ROUTINE REPORTS**

- A. EHS Monthly Report of Services for WCHD.  
EHS shall provide a copy of the WSU EHS Monthly Report of Services for WCHD at the end of each month and the report shall also include the Environmental Health Indicator report.
- B. EHS Annual Report of Services for WCHD.  
EHS shall send a copy of the WSU EHS Annual Report of Services for WCHD by January 10<sup>th</sup> with the invoice.

## **IV. PAYMENT**

WCHD shall compensate EHS for the services that the WCHD would normally provide to applicable establishments and facilities at WSU, and as established under the terms of RCW 39.34.130. Payment for services shall be as follows:

- A. At a rate of \$81.36 per hour EHS shall provide services as outlined in the Statement of Work section I. B above for Non-WSU Food Service Establishments. The total annual hours and the amount billed to WCHD for these services shall not exceed WCHD's annual income from the Non-WSU Food Service Establishments fees.
- B. At a rate of \$81.36 per hour EHS shall provide services as outlined in the Statement of Work sections I. B, I. C and I. E above for WSU Food Service Establishments, Water Recreation Facilities, and Landfill Operations – Composting Facilities. The total amount billed to WCHD for these services shall not exceed WCHD's annual income from the WSU Food Service Establishments, Water Recreation Facilities, and Landfill Operations – Composting Facilities fees.
- C. EHS payment for the satisfactory performance of work shall not exceed the amount specified in sections IV. A and B above unless the parties mutually agree in writing to a higher amount prior to the commencement of any work.
- D. EHS shall collect fees from WSU owned establishments and facilities and submit a lump sum payment of these fees and a copy of the current WSU Fees List to WCHD by January 31<sup>st</sup> of each year. If a new WSU owned establishment or facility opens during the calendar year, a

pro-rated permit fee shall be collected by EHS. WCHD shall provide a receipt to EHS by February 10<sup>th</sup>.

***Payment shall be submitted to:***

Washington State University  
University Receivables  
PO BOX 641039  
Pullman, WA 99164-1039

**V. BILLING PROCEDURES**

EHS shall submit an invoice to WCHD by January 10<sup>th</sup> each year. The invoice shall have a line item for each program and total hours for the year. The WSU EHS Annual Report of Services for WCHD (see section III) B above) for the previous calendar year billing period shall be attached to the invoice. The report shall document services provided by EHS to WSU owned establishments and facilities and to non-WSU establishments.

WCHD shall pay EHS for all approved and completed work by warrant or account transfer by February 28<sup>th</sup> of each year. Penalties for late payments (defined as those paid beyond thirty days after receipt of invoice) shall be assessed at one percent per month.

***Invoices shall be submitted to:***

Whitman County Department of Health  
310 North Main St.  
Colfax, WA 99111-1850

Upon expiration or termination of this Agreement any claim for payment not already made shall be submitted within 30 days for payment. WCHD and EHS shall review this billing and payment agreement as needed for any necessary changes.

**VI. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence which 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, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement shall be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **VII. RIGHTS IN DATA**

Unless otherwise provided, any data that originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by WSU.

Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

## **VIII. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **IX. MODIFICATION**

This Agreement may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **A. Agreement with Washington State Department of Health**

Washington State University (WSU) has entered into an Agreement with the Washington State Department of Health regarding the coordinated delivery of environmental health services at WSU and its various facilities. It is the parties' intent that this Agreement be consistent with the Agreement between WSU and the Washington State Department of Health.

## **X. TERMINATION**

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall

either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided in Section XI.

By their signatures on this document, the parties hereby agree all previous agreements and amendments between the parties that concern the same subject matter as this Agreement are terminated by this Agreement and are of no more force and effect.

## **XI. TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

## **XII. DISPUTES**

In the event that a dispute arises under this Agreement, the parties shall make every effort to resolve the dispute through discussion and negotiation. If the parties are unable to resolve the dispute they shall allow the dispute to be decided by a Dispute Panel in the following manner: the Whitman County Health Officer and the Director of the Washington State University Department of Environmental Health and Safety shall each appoint one member to a dispute resolution panel. In addition, the Secretary of Washington State Department of Health and the Assistant Secretary of the Washington State Division of Environmental Health shall jointly appoint a third member to the dispute resolution panel. All designees shall have appropriate expertise and shall preferably be employed by state or local agencies. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute within **90** days of establishment of the panel. The determination of the Dispute Panel shall be final and binding on the parties hereto. The parties shall equally share the costs for these services of the Dispute Panel. In the event that DOH is required to take enforcement action with respect to an environmental health requirement, these dispute resolution provisions shall not apply to any dispute that may arise over the University's compliance with the requirement or requirements.

In the event of an emergency, where the parties mutually determine it is impractical to resolve a dispute through a dispute resolution panel, the Secretary of Washington State Department of Health, the Whitman County Health Officer and the President of Washington State University, or their respective designees, shall resolve the dispute in a timely manner to protect the health and safety of the public.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

### **XIII. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. applicable state and federal statutes and rules;
- B. applicable local codes, if more stringent;
- C. statement of work, and;
- D. any other provisions of the Agreement, including materials incorporated by reference.

### **XIV. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be reasonably withheld.

### **XV. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

### **XVI. HOLD HARMLESS**

Each party to this Agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. Neither party to this Agreement shall be responsible for the acts of those not a party to this Agreement.

### **XVII. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

**XVIII. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**XIX. CONTRACT ADMINISTRATION**

The designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

***The Contract Administrator for EHS is:***

Name: Gene Patterson  
Address: WSU Environmental Health and Safety  
P.O. Box 641172  
Pullman, WA 99164-1172  
Telephone: 509-335-3041  
Fax Number: 509-335-4442

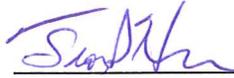
**XX. MISCELLANEOUS**

WCHD will provide EHS with the appropriate forms, applications and blank permits as needed. Both parties will provide each other with emergency contact information. Both parties reserve the ability, at any reasonable time, to conduct periodic program reviews of the parties' roles in this Agreement, review records, conduct investigations/inspections and/or monitor the execution of this Agreement.

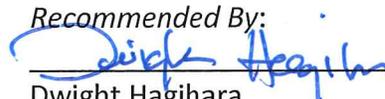
**XXI. SIGNATURES**

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

**WHITMAN COUNTY  
DEPARTMENT OF PUBLIC HEALTH**

  
\_\_\_\_\_  
Troy Henderson                      *22 JUN 2015*  
Director                                      *Date*

**WASHINGTON STATE UNIVERSITY  
ENVIRONMENTAL HEALTH AND SAFETY (EHS)**

*Recommended By:*  
  
\_\_\_\_\_  
Dwight Hagihara                      *6-22-15*  
Executive Director                      *Date*

**WASHINGTON STATE UNIVERSITY  
FINANCE AND ADMINISTRATION**

*Approved By:*  
  
\_\_\_\_\_  
Contracts Manager                      *6/22/15*  
    *Date*

Agreement No. 3

**INTERAGENCY AGREEMENT**  
between  
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and  
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**THIS INTERAGENCY AGREEMENT** (the "Agreement") is by and between WASHINGTON STATE UNIVERSITY, an institution of higher education and agency of the state of Washington, through the ENVIRONMENTAL HEALTH AND SAFETY DEPARTMENT (hereafter referred to as "EH&S"), and the WHITMAN COUNTY DEPARTMENT OF PUBLIC HEALTH (hereafter referred to as WCHD).

Washington State University owns properties in Whitman County on which activities are conducted that are under the jurisdiction of the Whitman County Department of Public Health. EH&S and WCHD have a long history of cooperative regulation and enforcement, and desire to change some of the terms of their relationship through this new agreement.

**IT IS THE PURPOSE OF THIS AGREEMENT** to memorialize the terms and conditions for a joint plan of operation which delineates the responsibilities of EH&S and the WCHD with respect to the enforcement of RCW Title 69 and 70 and WAC Title 246 on WSU property in Whitman County.

This Agreement replaces any and all previous agreements entered into between the parties, including specifically the following contracts, addendums and amendments: Contract No. 01 signed July 29, 1999 (WSU Contract #13355) with Addendums A and B, Amendment No. 1 signed November 13, 2000, and Contract Agreement No. 02 signed May 12, 2003 (WSU Contract #15037).

**NOW THEREFORE**, the parties agree as follows:

**I. STATEMENT OF WORK**

EH&S will perform certain services on behalf of WCHD regarding activities occurring on WSU property, and WCHD will compensate EH&S for those services as set forth in this Agreement. EH&S and the WCHD shall each furnish the necessary personnel, equipment, material and/or services to perform the work set forth in this Agreement.

***Definitions***

The references to establishments and facilities are limited to those located on properties owned by Washington State University in Whitman County.

The reference to "non-WSU" refers to establishments or facilities on WSU owned property that are not owned or operated by WSU.

The reference to WCHD "designee" throughout the Statement of Work section refers to either the WCHD Administrator of Public Health or the WCHD Director of Environmental Health.

References made to "Administer permits" under "EH&S shall" throughout this Statement of Work shall mean distribute, collect, evaluate, recommend approval, and forward applications to WCHD, and disseminate permits to WSU departments.

References made to "Issue permits" under "WCHD shall" throughout this Statement of Work shall mean review applications, and either approve and send permits to EH&S, or reject applications and return a written request for additional requirements and revisions.

#### **A. General Sanitation / Environmental Health Protection**

*EH&S shall:*

1. Receive complaints, concerns or questions and provide assessment, and surveillance of environmental health and general sanitation. Cooperate with state and local health officials to conduct investigations and inspections to control these hazards. Take appropriate corrective actions. Communicate concerns to WCHD. Assist the WCHD with investigations as necessary. Evaluate WSU contracts with vendors and facility users to include specific clauses and terms to monitor compliance with environmental health requirements. Perform these services in accordance with RCW 43.20.050 and WAC 246-203.
2. Submit monthly reports.

*WCHD shall:*

1. Assist EH&S with investigations, inspections and corrective actions as requested by EH&S and as determined to be necessary by the County Health Officer or designee.

#### **B. Food Protection**

*EH&S shall:*

1. For new establishments or proposed remodels:
  - a. Notify WCHD of plans submitted.
  - b. Review plans.
  - c. Conduct pre-opening inspections.
  - d. Evaluate and add new establishments or remodels to the WSU Fee List.
2. Process permits.
  - a. Issue WCHD Temporary Permit to WSU Establishments.

- b. Administer Annual Food Service Establishment Permits for WSU Establishments in accordance with the current WCHD Environmental Health Fee List.
  - i) Maintain a current WSU Fee List.
  - ii) Send permit applications to WSU departments by October 15<sup>th</sup> each year.
  - iii) Mail the coming year's WSU Fee List and all applications to WCHD by December 31<sup>st</sup> each year.
  - iv) Distribute permits received from WCHD to WSU departments by February 28<sup>th</sup> of each year.
- 3. Perform inspections / follow-up inspections.
  - a. Temporary Food Establishments
    - i) Conduct inspections of WSU Establishments.
    - ii) Conduct inspections of non-WSU Establishments.
    - iii) Conduct follow-up inspections of WSU Establishments as necessary.
    - iv) Conduct follow-up inspections of non-WSU Establishments as necessary.
  - b. Permanent Food Service Establishments.
    - i) Conduct routine inspections of WSU Establishments in accordance with WCHD Food Enforcement Policy.
    - ii) Conduct routine inspections of non-WSU Establishments in accordance with WCHD Food Enforcement Policy.
    - iii) Conduct follow-up inspections of WSU Establishments as necessary.
    - iv) Conduct follow-up inspections of non-WSU Establishments as necessary.
  - c. All inspections shall be conducted using current Washington State Department of Health inspection forms and appropriate actions shall be taken as allowed or required.
  - d. Notify WCHD of any failed inspection/follow-up inspection of WSU and non-WSU Establishments.
  - e. Notify WCHD of any recurring issues with Establishments.
- 4. Provide consultation, review of operating procedures, and variance requests as requested by Establishments.
  - a. WSU Food Service Establishments (reference 2.b., 3.b.i., and 3.b.iii. above).
  - b. Non-WSU Food Service Establishments (reference 3.b.ii. and 3.b.iv. above).
- 5. Conduct complaint/illness investigations. Notify the County Health Officer or designee of suspected or confirmed foodborne illnesses in a timely manner per WAC 246-101 through -105 and assist the WCHD in illness investigations.
  - a. Investigations of WSU Food Service Establishments.
  - b. Investigations of non-WSU Food Service Establishments.
- 6. Assist with evaluations and inspections as requested by WCHD.
  - a. WSU Establishments.
  - b. Non-WSU Establishments.

*WCHD shall:*

- 1. Receive plan review notification from EH&S and remain active during the approval process as necessary.

2. Issue permits (excluding temporary permits issued by EH&S on WSU property, reference 2.a. above).
  - a. Send WCHD Environmental Health Fees List for the following calendar year electronically to EH&S by September 30<sup>th</sup> each year.
  - b. Send permits to EH&S for their dissemination by January 31<sup>st</sup> of each year.
3. In the event a WSU or non-WSU establishment fails an inspection/follow-up inspection, bill the establishment for a "Failed Inspection/Follow-up Inspection" fee as determined by the current WCHD Environmental Health Fee List (reference EH&S section 3.d above).
4. Provide technical assistance such as assisting in foodborne illness investigations as requested by EH&S.
5. Notify EH&S of proposed changes to policies and procedures and receive feedback before final adoption in order to monitor for consistent enforcement of food service establishment regulations.
6. Provide a Food Worker Permit Card Program for WSU staff and students. (Effective January 1<sup>st</sup>, 2010).
  - a. Provide a minimum of 12 classes / year, 1 class / month on WSU campus.
  - b. Maintain a website of program information including a class schedule and exam results.

### C. Water Recreation Facilities

*EH&S shall:*

1. Administer Water Recreation Facility Operating Permits for WSU Facilities in accordance with WCHD Environmental Health Fee List.
  - a. Maintain a WSU Fee List.
  - b. Send permit applications to WSU departments by October 15<sup>th</sup> each year.
  - c. Mail WSU Fee List and all applications to WCHD by December 31<sup>st</sup> each year.
  - d. Distribute permits received from WCHD to WSU departments by February 28<sup>th</sup> of each year.
2. Conduct annual inspections of facilities and monitor the construction and operations of the facilities in compliance with RCW 70.90 and WAC 246-260. All inspections shall be conducted using current Washington State Department of Health inspection forms and monitor that appropriate actions are taken to correct violations.
3. Provide consultation and review of operating procedures as requested by facilities.
4. Notify the County Health Officer or designee of suspected or confirmed waterborne illnesses and injuries associated with facilities in accordance with WAC 246-260 in a timely manner and assist the WCHD in investigating illnesses/accidents.
5. Assist with evaluations and inspections as requested by the WCHD.

*WCHD shall:*

1. Issue permits.

- a. Send WCHD Environmental Health Fees List for the following calendar year electronically to EH&S by September 30<sup>th</sup> each year.
- b. Send permits to EH&S for their dissemination by January 31<sup>st</sup> of each year.
2. Notify EH&S of proposed changes to policies and procedures and receive feedback before final adoption in order to monitor for consistent enforcement of water recreation facility regulations.
3. Provide technical assistance such as assisting with illness/injury investigations as requested by EH&S.

**D. Small On-Site Sewage Systems (*flows less than 3,500 gallons per day*)**

*EH&S shall:*

1. Respond to system failures, conduct investigations, and report findings to WCHD in a timely manner.
2. Document corrective actions and report to WCHD in a timely manner.

*WCHD shall:*

1. Notify EH&S of any permit applications and plans received from WSU entities.
2. Provide EH&S copies of on-site sewage system as built drawings and permitting information.
3. Provide technical assistance as requested by EH&S.

**E. Solid Waste**

*EH&S shall:*

1. For new facilities or proposed remodels:
  - a. Notify WCHD of plans submitted.
  - b. Review plans, specifications, and standard operating procedures in accordance with WAC 173-350 and RCW 70.95.
2. Administer permits in accordance with WAC 173-350.
  - a. Send permit applications to WSU departments by October 15<sup>th</sup> each year.
  - b. Distribute permits received from WCHD to WSU departments by February 28<sup>th</sup> of each year.
3. Perform joint annual inspections of solid waste handling facilities with WCHD in accordance with WAC 173-300 and 350.
4. Collect, evaluate, and submit annual reports to WCHD.

*WCHD shall:*

1. Receive plan review notification from EH&S and remain active during the approval process as necessary.

2. Issue permits.
  - a. Send WCHD Environmental Health Fees List for the following calendar year electronically to EH&S by September 30<sup>th</sup> each year.
  - b. Send permits to EH&S for their dissemination by January 31<sup>st</sup> of each year.
3. Perform joint annual inspections of solid waste handling facilities with EH&S in accordance with WAC 173-300 and 350.
4. Provide technical assistance as requested by EH&S.

#### **F. Illegal Drug Manufacturing**

*EH&S shall:*

1. Post, order cleanup, review and approve contractor work plans, confirm cleanup of contaminated sites and remove posting in accordance with WAC 246-205-510 through - 590.
2. Notify the County Health Officer, or designee, of suspected or confirmed chemical exposures or illnesses.

*WCHD shall:*

1. Advise WSU and provide support as necessary in accordance with WAC 246-205.

#### **G. Communicable and Certain Other Diseases / Notifiable Conditions**

*EH&S shall:*

1. Conduct investigations and institute disease control and contamination control measures (including vector control, condemnation of food supplies and inspection and closure of facilities) in accordance with WAC 246-100-036 and WCHD's policy on the Health Insurance Portability and Accountability Act (HIPAA).
2. Sample birds, bats and other disease vectors and send to DOH or other appropriate labs for analysis.
3. Assist WCHD with other environmental health investigations in accordance with WAC 246-101.

*WCHD shall:*

1. Provide sampling kits to EH&S as necessary.
2. Notify EH&S in a timely manner and respond to communicable and certain other diseases in accordance with WAC 246-100.
3. Notify EH&S of environmental health notifiable conditions in accordance with WAC 246-101.
4. Provide HIPAA training and policies to EH&S.

## H. Emergency Response

*EH&S shall:*

1. Report emergencies from WSU facilities that affect public health and/or the environment beyond WSU boundaries to WCHD.
2. Monitor food, drinking water, vector control and sanitary facilities at emergency temporary facilities.

*WCHD shall:*

1. Notify EH&S of emergencies that affect public health and/or the environment at WSU facilities.

## I. Outdoor Music Festivals and Camps

*EH&S shall:*

1. Administer permits for events in unincorporated areas of Whitman County in accordance with WAC 246-374 and -376 thirty days prior to the event.
2. Notify WCHD and other applicable Whitman County departments about events.

*WCHD shall:*

1. Review, recommend approval and forward applications to Board of County Commissioners for approval.

## II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of the last obtained signature, and be indefinite in length, unless terminated sooner as provided herein.

## III. ROUTINE REPORTS

- A. EH&S Monthly Report of Services for WCHD.  
EH&S shall e-mail a copy of the WSU EH&S Monthly Report of Services for WCHD at the end of each month and the report shall also include the Environmental Health Indicator report.
- B. EH&S Annual Report of Services for WCHD.  
EH&S shall send a copy of the WSU EH&S Annual Report of Services for WCHD by January 10<sup>th</sup> with the invoice.

## IV. PAYMENT

WCHD shall compensate EH&S for the services that the WCHD would normally provide to applicable establishments and facilities at WSU, and as established under the terms of RCW 39.34.130. Payment for services shall be as follows:

- A. At a rate of \$81.36 per hour EH&S shall provide services as outlined in the Statement of Work section I. B above for Non-WSU Food Service Establishments. The total annual hours and the amount billed to WCHD for these services shall not exceed WCHD's annual income from the Non-WSU Food Service Establishments fees.
- B. At a rate of \$81.36 per hour EH&S shall provide services as outlined in the Statement of Work sections I. B, I. C and I. E above for WSU Food Service Establishments, Water Recreation Facilities, and Landfill Operations – Composting Facilities. The total amount billed to WCHD for these services shall not exceed WCHD's annual income from the WSU Food Service Establishments, Water Recreation Facilities, and Landfill Operations – Composting Facilities fees.
- C. EH&S payment for the satisfactory performance of work shall not exceed the amount specified in sections IV. A and B above unless the parties mutually agree in writing to a higher amount prior to the commencement of any work.
- D. EH&S shall collect fees from WSU owned establishments and facilities and submit a lump sum payment of these fees and a copy of the current WSU Fee List to WCHD by January 31<sup>st</sup> of each year. If a new WSU owned establishment or facility opens during the calendar year, a pro-rated permit fee shall be collected by EH&S. WCHD shall provide a receipt to EH&S by February 10<sup>th</sup>.

***Payment shall be submitted to:***

Washington State University  
University Receivables  
PO BOX 641039  
Pullman, WA 99164-1039

**V. BILLING PROCEDURES**

EH&S shall submit an invoice to WCHD by January 10<sup>th</sup> each year. The invoice shall have a line item for each program and total hours for the year. The WSU EH&S Annual Report of Services for WCHD (see section III. B above) for the previous calendar year billing period shall be attached to the invoice. The report shall document services provided by EH&S to WSU owned establishments and facilities and to non-WSU establishments.

WCHD shall pay EH&S for all approved and completed work by warrant or account transfer by February 28<sup>th</sup> of each year. Penalties for late payments (defined as those paid beyond thirty days after receipt of invoice) shall be assessed at one percent per month.

***Invoices shall be submitted to:***

Whitman County Department of Health  
310 North Main St.  
Colfax, WA 99111-1850

Upon expiration or termination of this Agreement any claim for payment not already made shall be submitted within 30 days for payment. WCHD and EH&S shall review this billing and payment agreement as needed for any necessary changes.

#### **VI. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence which 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, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement shall be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

#### **VII. RIGHTS IN DATA**

Unless otherwise provided, any data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSU.

Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

#### **VIII. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**IX. MODIFICATION**

This Agreement may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**A. Agreement with Washington State Department of Health**

Washington State University (WSU) has entered into an Agreement with the Washington State Department of Health regarding the coordinated delivery of environmental health services at WSU and its various facilities. It is the parties' intent that this Agreement be consistent with the Agreement between WSU and the Washington State Department of Health.

**X. TERMINATION**

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided in Section XI.

By their signatures on this document, the parties hereby agree all previous agreements and amendments between the parties that concern the same subject matter as this Agreement are terminated by this Agreement and are of no more force and effect.

**XI. TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

**XII. DISPUTES**

In the event that a dispute arises under this Agreement, the parties shall make every effort to resolve the dispute through discussion and negotiation. If the parties are unable to resolve the dispute they shall allow the dispute to be decided by a Dispute Panel in the following manner: the Whitman County Health Officer and the Director of the Washington State University

Department of Environmental Health and Safety shall each appoint one member to a dispute resolution panel. In addition, the Secretary of Washington State Department of Health and the Assistant Secretary of the Washington State Division of Environmental Health shall jointly appoint a third member to the dispute resolution panel. All designees shall have appropriate expertise and shall preferably be employed by state or local agencies. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute within **90** days of establishment of the panel. The determination of the Dispute Panel shall be final and binding on the parties hereto. The parties shall equally share the costs for these services of the Dispute Panel. In the event that DOH is required to take enforcement action with respect to an environmental health requirement, these dispute resolution provisions shall not apply to any dispute that may arise over the University's compliance with the requirement or requirements.

In the event of an emergency, where the parties mutually determine it is impractical to resolve a dispute through a dispute resolution panel, the Secretary of Washington State Department of Health, the Whitman County Health Officer and the President of Washington State University, or their respective designees, shall resolve the dispute in a timely manner to protect the health and safety of the public.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

### **XIII. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. applicable state and federal statutes and rules;
- B. applicable local codes, if more stringent;
- C. statement of work, and;
- D. any other provisions of the Agreement, including materials incorporated by reference.

### **XIV. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be reasonably withheld.

**XV. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**XVI. HOLD HARMLESS**

Each party to this Agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. Neither party to this Agreement shall be responsible for the acts of those not a party to this Agreement.

**XVII. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

**XVIII. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**XIX. CONTRACT ADMINISTRATION**

The designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

***The Contract Administrator for EH&S is:***

Name: Gene Patterson  
Address: P.O. Box 641172  
Pullman, WA 99164-1172  
Telephone: 509-335-3041  
Fax Number: 509-335-4442

**XX. MISCELLANEOUS**

WCHD will provide EH&S with the appropriate forms and applications. Both parties will provide each other with emergency contact information. Both parties reserve the ability, at any reasonable time, to conduct periodic program reviews of the parties' roles in this Agreement, review records, conduct investigations/inspections and/or monitor the execution of this Agreement.

**XXI. SIGNATURES**

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

**WHITMAN COUNTY BOARD OF HEALTH**

Recommended By:

Michael Largent  
Michael Largent Date

Patrick O'Neill 12/18/09  
Patrick O'Neill Date

Greg Partch 12/18/09  
Greg Partch Date

**WHITMAN COUNTY  
DEPARTMENT OF PUBLIC HEALTH**

Approved By:

Fran Martin 12/10/09  
Fran Martin Date  
Director

**WASHINGTON STATE UNIVERSITY**

**ENVIRONMENTAL HEALTH AND SAFETY (EH&S)**

Recommended By:

Dwight Hagihara 12/15/09  
Dwight Hagihara Date  
Director

**WASHINGTON STATE UNIVERSITY**

**BUSINESS AND FINANCE**

Approved By:

Robert C. Keel 12/15/09  
Office of the Vice President Date  
for Business and Finance

## ENVIRONMENTAL HEALTH FEES 2010

Food & Beverage Workers Permit	10.00
	5.00
<b>Restaurants – (Prorated Fees – See Below*)</b>	
<b>Minimum Fee</b>	<b>140.00</b>
1 – 25 Seats	170.00
26 –50 Seats	225.00
51 – 100 Seats	310.00
101+ Seats	365.00
Simple Menu w/Food	+ 45.00
Complex Menu	+ 75.00
With Beer/Wine served, add additional fee of	+82.50
Taverns – Same Seating Schedule as above	
With Food Service, add additional fee of	+65.00
Grocery Store	
With Meatcutting facility, add additional fee of	+65.00
With Deli Section, add additional fee of	+90.00
Catering/Mobile Units	
Additional Mobile Units	75.00
Fraternities & Sororities	
	125.00
Fraternities & Sororities Whole-House Inspections	
	150.00
Temporary Commercial	
Commercial Low Risk Menu	50.00
Commercial Limited Risk Menu	25.00
Temporary Benevolent	15.00
Bed & Breakfast	
	110.00
Follow-up Inspection for Food Establishment	
	150.00
Plan Review – First 2 Hours	
	175.00
Each Additional Hour	125.00
Schools	
	125.00
*Fee is reduced by 50% if permit is purchased after June 30	

Water System Survey (Plus lab fees for Nitrate and Bacteriological water testing)	275.00
<b>Landfill Operations</b>	
Sanitary Landfill	3850.00
Transfer Stations	1100.00
Monofill	825.00
Impoundments	825.00
Inert Demolition	1100.00
Demolition	1100.00
Land Spreading	1100.00
Recycling Centers	1100.00
Composting Piles	1100.00
Piles	825.00
Sludge Utilization	825.00
Septage Disposal	825.00
<b>Liquid Waste</b>	
Septic Tank Installers Initial Permit	275.00
Septic Tank Installers- Renewal	250.00
Septic Tank Pumpers – Initial Permit	275.00
Septic Tank Pumpers- Renewal	250.00
<b>Onsite Sewage Systems</b>	
Onsite Sewage Disposal Application Permit	325.00
Permit Renewal	35.00
Engineered Onsite Sewage Disposal Application Permit	375.00
Onsite Sewage System Plan Review	55.00/Hour
Repair of On-Site Sewage Disposal System	125.00
Septic Tank Replacement Permit	100.00
Site Registration for Land Division/RHC Application	275.00
Each additional site, adjoining property	250.00
On-Site Sewage Disposal System Survey (non-RHC)	275.00
Additional Call-backs and/or Re-inspection (per site/per visit)	175.00
Building Permit Evaluations	85.00
Unpermitted Onsite Sewage System	DOUBLE PERMIT FEE
<b>Water Recreation</b>	
Water Recreation Facility Permit	250.00

## WSU Fee List 2010

### Food Service Establishment Permits by WSU Department

	Permit Type	Permit Fee
<b>Dining Services (Gary Coyle)</b>		
Bustad Espresso Bar	Restaurant	\$ 270.00
Carpenter Espresso Bar	Restaurant	\$ 270.00
Cleveland Espresso Bar	Restaurant	\$ 270.00
Lighty Espresso Bar	Restaurant	\$ 270.00
Cyber Café	Restaurant	\$ 270.00
Flix Café and Market	Grocery/Deli	\$ 205.00
Stephenson Espresso Bar	Restaurant	\$ 185.00
Hillside Café and Market	Restaurant/Groc.	\$ 555.00
Northside Café and Market	Restaurant/Groc.	\$ 555.00
Southside Café	Restaurant	\$ 440.00
Crimson Bake Shop	Catering/Mobile	\$ 150.00
The Towers Market	Grocery	\$ 115.00
CUB Catering	Catering/Mobile	\$ 150.00
Carlita's	Restaurant	\$ 385.00
<b>Sub Total</b>		<b>\$ 4,090.00</b>

### Hospitality Business Management (Jim Harbour)

Instruction-Todd Kitchen	Restaurant	\$ 467.50
Atrium Café	Restaurant	\$ 185.00
HBM - Catering	Catering/Mobile	\$ 150.00
<b>Sub Total</b>		<b>\$ 802.50</b>

### Ferdinand's (Russ

Salvadalena)	Restaurant	\$ 215.00
<b>Sub Total</b>		<b>\$ 215.00</b>

### Water Recreation Facility Permits by WSU Department

#### Facilities Operations (Jeff Elbracht)

Gibb Pool	Water Rec	\$ 250.00
Smith Pool	Water Rec	\$ 250.00
<b>Sub Total</b>		<b>\$ 500.00</b>

#### University Recreation (Jeff Elbracht)

SRC	Water Rec	\$ 250.00
<b>Sub Total</b>		<b>\$ 250.00</b>

<b>Landfill Operations – Solid Waste</b>		
Composting Piles (Rick Finch)		\$ 1,100.00
<b>Sub Total</b>		<b>\$ 1,100.00</b>

<b>GRAND TOTAL</b>		<b>\$ 6,957.50</b>
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*\*Based on WCHD Environmental Health Fee List - 2010  
Detail available upon request*

## NON - WSU Fee List 2010

<b>Food Service Establishment Permits by WSU Department</b>		
	<b>Permit Type</b>	<b>Permit Fee</b>
Dupus Boomers	Restaurant	\$ 550.00
Sea Swipers	Restaurant	\$ 215.00
Markel Coffee House	Restaurant	\$ 215.00
Bookie	Restaurant	\$ 215.00
Subway	Restaurant	\$ 385.00
Villa Fresh Italian Kitchen	Restaurant	\$ 385.00
Panda Express	Restaurant	\$ 385.00
Banyan's	Restaurant	\$ 550.00
<b>Sub Total</b>		<b>\$ 2,900.00</b>
Cougar Espresso	Catering/Mobile	\$ 150.00
Fireside Grill	Catering/Mobile	\$ 150.00
The Grill	Catering/Mobile	\$ 150.00
Happy Day Corp.	Catering/Mobile	\$ 150.00
Mandarin House	Catering/Mobile	\$ 150.00
Mikey's Gyros	Catering/Mobile	\$ 150.00
Pizza Hut	Catering/Mobile	\$ 150.00
Subway	Catering/Mobile	\$ 150.00
<b>Sub Total</b>		<b>\$ 1,200.00</b>
<b>GRAND TOTAL</b>		<b>\$ 4,100.00</b>

*\*Based on WCHD Environmental Health Fee List - 2010  
Detail available upon request*