

September 24, 1984
5092A:TB:gm:mss

041022

12

AUDREY GRUGER
GARY GRANT

INTRODUCED BY:

PROPOSED NO.: 84-412

MOTION NO. 6129

A MOTION approving the attached agreement setting forth the provisions of the King County Department of Public Health personnel system and authorizing and directing the County Executive to execute said agreement.

WHEREAS, the King County Council by Motion No. 5130 and the Seattle City Council by Ordinance 110134 authorized an Interlocal Agreement between King County and the City of Seattle providing for the administration, structure and funding of the Seattle-King County department of public health, and

WHEREAS, RCW Chapter 70.80.070 authorizes the legislative authorities of King County and the City of Seattle to create a unique personnel system for the employees of the Department, and

WHEREAS, King County and the City of Seattle wish to amend the Interlocal Agreement to implement such a personnel system;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

A. The attached Interlocal Agreement regarding the operation of the Seattle-King County department of public health is hereby approved.

B. The county executive is hereby authorized and directed to execute the attached agreement on behalf of King County.

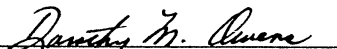
C. Any unique personnel system created for the employees of the Seattle-King County department of public health shall not be implemented without prior approval, by ordinance, of the legislative authorities of King County and the City of Seattle.

PASSED this 22nd day of October, 1984.

KING COUNTY COUNCIL,
KING COUNTY, WASHINGTON


Chairman

ATTEST:


Clerk of the Council

242-02-290

041022 12

SUMMARY -- HEALTH DEPARTMENT INTERLOCAL AGREEMENT

The proposed Interlocal Agreement between the City of Seattle and King County addresses the following aspects:

Department Purpose, Organization, Policy, and Management (Sections 1 through 5)
Budget Preparation (Section 6)
Department Personnel (Section 7)
Department Financing (Section 8)
Property (Section 9)
Environmental Health Program Standards (Section 10)
Service Provisions (Section 11)
Fee Setting (Section 12)
Grants (Section 13)
Modification and Duration of Agreement (Section 14)
Severability (Section 15)
Prior Agreements (Section 17)

The major changes between the November, 1981 Interlocal Agreement and the proposed Agreement are summarized below:

Sections 1 through 4: Department Organization and Management

Three of the four sections remain essentially unchanged. A new section entitled, "Policy Development and Implementation" clearly states that the Mayor and City Council establish policy for the Seattle Services Division and that both the City and the County agree to establish a procedure which will allow each party the opportunity to influence the policies of the other. This section also creates two committees: a Joint Executive Committee consisting of the Mayor, the County Executive, and the Health Department director to address ongoing policy issues, and a Health Coordinating Committee comprised of representatives from the various health organizations to address policy implementation conflicts.

Section 6: Budget Preparation

No change.

Section 7: Personnel

The entire section relating to personnel is deleted and replaced with language creating a unique personnel system covering all Health Department employees administered by the County. The Agreement recognizes existing collective bargaining agreements through August 3, 1986, defines labor negotiation as the primary responsibility of the County, and outlines the negotiating process. In addition, this section specifies financial liability by jurisdiction in administering the personnel system. Basically, the City will be responsible for legal actions resulting from administration of the personnel system prior to the date of this Agreement. After that time, the City and County will jointly fund actions resulting from personnel system administration based on the population formulas. The other change in this area clarifies the intent of both the City and the County in responding to emergency situations involving the transfer of personnel between divisions.

Section 8: Financing

In this section the language referencing the City-County Health Fund is deleted because in 1983 the fund was eliminated. In addition, the County's financial responsibility for the Environmental Health Services Division is clarified.

Section 9 through 13

There are no substantive changes to the sections pertaining to Property, Environmental Health Program Standards, Service Provisions, Fee Setting, and Grants.

Section 14: Modification and Duration of Agreement

Essentially, this new section combines the Modification and Duration of Agreement sections into one. The language deletes reference to operational review of the joint department and the appropriate placement of the Plumbing, Gas Piping, Refrigeration program.

Section 15: Severability

There are no changes to this section.

Section 17: Prior Agreements

This is a new section which clarifies that this new Agreement supersedes the 1981 Interlocal Agreement.

LDB/sw

6129

6129

1984 AGREEMENT REGARDING THE SEATTLE-KING
COUNTY DEPARTMENT OF PUBLIC HEALTH

WHEREAS, since 1951, The City of Seattle and King County have jointly financed and operated the Seattle-King County Department of Public Health pursuant to Chapter 70.08 RCW; City of Seattle Ordinance 79432; as amended; King County Resolutions 12356, 13999, and 14696, as amended; and King County Ordinance 5281; and

WHEREAS, both jurisdictions desire to change the administrative structure of said Department in order to improve service delivery and responsiveness to community concerns and health and sanitation problems, and further desire to change the basis for financing the joint operation of the Department to improve the financial accountability of each participating jurisdiction for Departmental expenditures pertaining to that jurisdiction's health problems and needs; Now, Therefore,

Pursuant to Chapter 70.08 RCW, The City of Seattle (hereinafter referred to as the "City") and King County (hereinafter referred to as the "County") agree as follows:

Section 1. ESTABLISHMENT OF DEPARTMENT: As of January 1, 1981, there is established a combined City and County health department to be known as the "Seattle-King County Department of Public Health" (hereinafter referred to as the "Department").

Section 2. DEPARTMENT'S PURPOSE: The Department shall be responsible for the implementation, enforcement, and administration of all laws, charter provisions, ordinances, and rules and regulations pertaining to health and sanitation in the County and City, including rules and orders of the State Board of Health.

Section 3. DEPARTMENT'S ORGANIZATION: For the purposes of this agreement, the Department shall be defined as consisting of five divisions identified as the "Administrative Division," "County Services Division," "Environmental Health Services Division", "Regional Services Division," and "Seattle Services Division." The existing County divisions of Emergency Medical Services, Alcoholism and Substance Abuse, and Medical Examiner and their employees are not covered, and shall not be affected, by the provisions of this Agreement.

Section 4. POLICY DEVELOPMENT AND IMPLEMENTATION:

(a) The Mayor and Seattle City Council shall establish policy for the Seattle Services Division and shall fulfill all responsibilities required by the City Charter and State law. The County Executive and County Council shall establish policy for the remainder of the Department.

(b) In recognition of the inter-relationship of policies and programs among the various divisions of the Department, and

the importance to the effective operation of the Department that both governments provide early notification to each other of policy changes in order to allow sufficient opportunity for joint discussion of issues of concern to both governments, the parties agree to establish a procedure which will allow each party the opportunity to influence policies of the other, in order to ensure that the Department is responsive to the issues and priorities of each jurisdiction, but does not require or establish joint administration of the Department. There is, therefore, established a Joint Executive Committee to consist of the Mayor, County Executive and Director of the Department. The Joint Executive Committee shall be responsible for developing an area-wide health plan which is compatible with City and County health policies; for monitoring policy implementation; and for providing a forum for conflict resolution.

(c) A Health Coordinating Committee shall be established to be chaired by the Director of the Department who will also be responsible for its effectiveness. The Coordinating Committee shall also include representatives of the Mayor and County Executive, Harborview Medical Center, the Pacific Medical Center and community clinics, which may be represented on the Coordinating Committee by members of their respective boards of directors or staff. The Mayor and County Executive may add to the

Coordinating Committee from time to time as set forth hereinafter. Individuals to serve on the Coordinating Committee -- other than the Director and representatives of the Mayor and County Executive -- shall be selected jointly by the Mayor and County Executive, after consultation with the represented agency. Such members of the Coordinating Committee shall serve solely at the pleasure of the appointing officials who also shall be jointly responsible for removal and replacement of members. The Coordinating Committee shall develop a long-range area-wide health plan for submission to the Joint Executive Committee and shall provide a forum for the discussion of roles, responsibilities, and the allocation of resources among the various public health agencies. The Coordinating Committee shall also provide a forum for the resolution of policy conflict among the various public health agencies. Issues which cannot be resolved by the Coordinating Committee shall be forwarded to the Joint Executive Committee for resolution. During 1984, the Coordinating Committee shall review the organization and structure for providing environmental health services within the Department and shall make appropriate recommendations to the Joint Executive Committee.

Section 5. DEPARTMENT'S MANAGEMENT: It is the intent of the parties to retain a joint City-County Health Department; relationships within the Department and between the establishing

jurisdictions shall reflect this intent; symbols and activities which reinforce joint responsibility and identity shall be developed. Accordingly:

(a) The head of the Department shall be the "Director of Public Health" who shall be jointly appointed by the King County Executive and the City's Mayor for a four-year term, subject to confirmation by the County and City Councils, and may be removed by the King County Executive after consultation with the Mayor upon filing of a statement of the reasons for removal with the County and City Councils, as authorized by RCW 70.08.040.

(b) Day-to-day operations and public health requirements of the Department shall be under the supervision of the Director.

(c) The administration of the Department shall be a function of the County, except as otherwise provided in this Agreement.

(d) The Director shall report to the County Executive and work with the Mayor on issues relating to the Seattle Services Division.

(e) The Director shall appoint the Seattle Services Division Manager, with the approval of the Mayor. The Manager of the Seattle Services Division shall report to the Director, but must also be responsive to the Mayor and City Council, who shall establish Seattle Services Division Policy.

(f) The Director shall actively participate in cabinet meetings of both the City and the County.

(g) The Department's stationery and forms shall reflect the joint participation of the City and the County.

(h) Public relations and media material shall reflect the joint participation of the City and the County as appropriate.

Section 6. DEPARTMENT'S BUDGET PREPARATION: Primary responsibility for preparing the Department Budget rests with King County. The Administrative Division shall be budgeted jointly; the City shall be responsible for reviewing, approving, and monitoring the Seattle Services Division budget.

Section 7. DEPARTMENT'S PERSONNEL.

(a) The City of Seattle and King County shall establish a single, unique personnel system for the Health Department, which shall be administered by the County's Division of Personnel. It is understood that such a unique personnel system will require some period of time to establish and implement. Until then, the County's Division of Personnel shall be responsible for administering personnel matters for Health Department employees, except in those instances when the employees are subject to or have rights or benefits which derive from applicable collective bargaining agreements effective through August 31, 1986.

(b) The City shall hold the County, its officers, agents and employees, acting within the scope of their official duties as such, harmless from any claims, demands, causes of action and liabilities of any nature, including costs and expenses, for and on account of injuries or damages sustained by any persons or property resulting in whole or in part from activities or omissions of the City, its officers, agents or employees in the administration of the City of Seattle's personnel system prior to the date of this agreement.

Subsequent to the date of this agreement, the City and County shall jointly fund the costs and expenses of any claim, suit or action brought against the County, the City, or the County and the City jointly, on a population formula determined annually in accordance with the official population figures for the City and the County as determined by the State of Washington, Office of Fiscal Management, or its successor, in the publication entitled "State of Washington Population Trends", or its successor. The County's share shall be the ratio of the population within the County, exclusive of the City, to the population of the County; the City's share shall be the ratio of the population within its corporate limits to the total population within the County.

(c) Labor negotiations shall be the primary responsibility of the County, with the City retaining the ability to

monitor and assist in the negotiations. In order to insure that a unified management position is present, the City and County will jointly develop a labor negotiation strategy, subject to approval by the Mayor and County Executive. Each chief elected official shall continue to use whatever advisory system is appropriate to his jurisdiction in evaluating the merit of the proposed strategy and negotiated labor contracts. Negotiated labor contracts will be approved by the County Executive and ratified by the County Council. Such ratification shall be specifically conditioned on subsequent passage by the City of an ordinance approving said negotiated labor contracts. If the Mayor and County Executive cannot agree on a proposed strategy or the parties cannot agree or find an acceptable compromise regarding approval of a negotiated contract or contracts, either government retains the right to pay the costs necessary to support its position, to submit the matter to mediation, or to withdraw from the joint Department and this Agreement consistent with the procedures contained in RCW 70.08.100 following six months written notice.

(d) Emergency response: The Director may reassign staff to any division on a temporary basis, to respond to health care emergencies. If such assignment exceeds thirty days, its continuation shall require approval by the County Executive, if such reassignment is from the County, Regional or Environmental

Health Services Division, or the Mayor, if such reassignment is from the Seattle Services Division. Approval may include negotiation of additional funds to defray additional costs, if any, resulting from the reassignment, such costs to be calculated beginning on the thirty-first day of the reassignment.

Section 8. DEPARTMENT'S FINANCING:

(a) General funding provisions: The City and County shall annually appropriate funds, in the manner prescribed by law, for the operation of the Department. The County shall be financially responsible for the funding of the County Services Division and the Regional Services Division and the Environmental Health Services Division. The City shall be financially responsible for funding the Seattle Services Division. The City and the County shall jointly fund the Administrative Division as follows: The County's share shall be the ratio of the population within the County, exclusive of the City, to the total population of the County; the City's share shall be the ratio of the population within its corporate limits to the total population within the County. The funding ratio shall be determined annually in accordance with the official population figures for the City and the County as determined by the State of Washington, Office of Fiscal Management, or its successor, in the publication entitled "State of Washington Population Trends," or its successor.

(b) Fund operation: All revenues from all sources budgeted for the Department shall be deposited in and all expenditures and disbursements for the Department shall be made from the County's Public Health Pooling Fund.

(c) Grant funds for Seattle Services Division: Grant funds solely for the Seattle Services Division that are not appropriated through the budget process shall be subject to acceptance by the City Council; and the County Council shall make the necessary appropriation increases to the Department budget in the event of City Council acceptance of such grant funds.

(d) Funding of fee-exempted food-service establishments and meat, rabbit, poultry, and aquatic food programs: The City and the County shall fund equally (half and half) any cost for these programs which are not covered by fee amounts.

Section 9. DEPARTMENT'S PROPERTY:

(a) Personal property: All personal property held by the Department as of December 31, 1980 shall become the property of the Department. Use of personal property shall be at the discretion of the Department Director. The County shall be responsible for all personal property inventory control and the disposition of surplus property; Provided, that any revenue due the City from the sale of surplus personal property used by the Seattle Services Division shall be credited to the City.

(b) Relocation of programs: Each party hereto agrees to give to the other party at least six months' written notice prior to the relocation of any Department program from existing space controlled by such party.

Section 10. ENVIRONMENTAL HEALTH PROGRAM STANDARDS:

(a) Standards establishment authority: All rules and regulations regarding environmental health standards shall be set jointly by the City and the County Board of Health, except as provided in subsections 10(b) and (c) of this section.

(b) Exception to Section 10(a): It is the intent of the parties to this Agreement to maintain County-wide uniform standards and enforcement policies and procedures except, when in the interest of public health and safety, or in recognition of differing circumstances or conditions, as determined by either party, the establishment of different standards by or for the City or the County is appropriate.

(c) Exception to 10(a): The City may adopt different or additional environmental health standards for the portion of the County environmental health programs operating within the City. The City shall reimburse the County for any additional costs which result from the adoption of said different or additional environmental health standards.

Section 11. SERVICE PROVISIONS:

(a) Reimbursement for "out of area" service: The parties agree that no person shall be refused health services on the basis of residency. The Department shall record the number of City and County residents who receive services outside their respective divisions. Each party agrees to reimburse the other for program service delivered to the other's population if the difference in the percentages of outside residents served by the Seattle Services and County Services Divisions is more than 5%. The Department shall develop a procedure for reimbursement and an appropriate fee schedule. The reimbursement procedure developed shall be in force until an accurate unit cost accounting system is established.

(b) Jail health care: The parties recognize that the jail health program is a regional service to be administered and financed by the County, except as modified by subsequent agreement relating to jail costs.

Section 12. FEE-SETTING:

(a) Fee setting for regional and environmental health programs: It is the intent of the parties to this Agreement to maintain a uniform fee structure throughout the County. The County has principal fee-setting authority for regional and environmental health programs that contain fee schedules as of

January 1, 1981; Provided that the City must ratify fee increases established by the County Board of Health for programs operating in part within the City. If the City fails to ratify fee increases, the City shall fund the difference between the cost of said programs and the revenues that would have been generated by the fee increases, except as provided herein.

(b) Exception to Section 12(a): Fees for food establishments and meat, rabbit, poultry, and aquatic food inspection programs shall be set jointly by the City and the County Board of Health. The City and the County shall fund equally (half and half) any costs for these programs which are not covered by such fees.

(c) City-retained right: The City retains the right to fund and establish fees for any environmental health programs that operate exclusively within the corporate boundaries of the City.

Section 13. GRANTS: The parties agree to the following general procedures for obtaining federal, state, and private grants:

(a) Grant Preparation: The Department shall establish general rules for grant preparation and allocation so that divisions receive grant revenue in proportion to need.

(b) Grant approval: The County shall approve grants for the County, Environmental Health, and Regional Services Divisions.

The City shall approve grants for the Seattle Services Division. Both jurisdictions shall approve grants affecting both City and County Services Divisions. The parties shall continue to participate in the A-95 review process on all federal grant applications.

Section 14. MODIFICATION AND DURATION OF AGREEMENT:

(a) This Agreement may be modified with the mutual consent of the parties.

(b) Except as provided herein, this Agreement shall have a duration of not less than two years. Thereafter, this Agreement may be terminated upon six months written notice, consistent with the provisions of RCW 70.08.100. This Agreement may be terminated prior to the expiration of two years from its approval by the respective jurisdictions, upon six months written notice by either party consistent with the provisions and for the reasons set forth in Section 7(c) above and in the event that substantial violations of this Agreement are found to exist by either party and are not corrected in a reasonable time, following formal written notification of the other party through the Joint Executive Committee. Such termination shall not relieve either party of any legal obligations to which it has been previously committed.

Section 15. SEVERABILITY: The provisions of this agreement are declared to be separate and severable. The

invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Agreement, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this Agreement, or the validity of its application to other persons or circumstances.

Section 16. EFFECTIVE DATE: This agreement shall be effective when signed by both parties.

Section 17. PRIOR AGREEMENTS: This agreement supercedes the "Agreement Regarding The Seattle King County Department of Public Health" previously executed by the parties, which agreement became effective as of January 1, 1981. All other agreements between the parties remain in force, except as modified pursuant to Section 14 above.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces below.

KING COUNTY

By: _____
RANDY REVELLE
King County Executive

By: _____
CHARLES ROYER
Mayor

Date: _____

Date: _____

Acting under authority of
Motion _____

Acting under authority of
Ordinance _____