


October 22, 1996
96-819cs:ssj

Introduced By: CYNTHIA SULLIVAN
Greg Nickels

Proposed No.: 96-819

MOTION NO. **9999** 

1
2 A MOTION approving the revised 1996
3 Interlocal Agreement to the 1984
4 Agreement regarding the Seattle-King
5 County department of public health, and
6 authorizing the King County executive to
7 execute the revised Agreement on behalf
8 of the county.
9

10 WHEREAS, since 1951, the city of Seattle (hereinafter
11 the "city") and King County (hereinafter "county") have
12 jointly financed and operated a city-county health
13 department. As of January 1, 1981, the city and the county
14 established a combined city-county health department known as
15 the Seattle-King County department of public health, pursuant
16 to certain state laws and certain city ordinances and county
17 resolutions and ordinances, and

18 WHEREAS, the King County council, by Motion 6129, and
19 the Seattle City Council, by Ordinance 111994, authorized the
20 "1984 Agreement regarding the Seattle-King County department
21 of public health" (the "Interlocal Agreement") providing for
22 the administration, structure, and funding of the Seattle-
23 King County department of public health, and

24 WHEREAS, the King County council, by Ordinance 12078,
25 and the Seattle City Council by Ordinance 117983, approved
26 amendments to the "1984 Agreement regarding the Seattle-King
27 County department of public health" (the "Amended Interlocal
28 Agreement") providing for a unified and consistent personnel

1 system for all employees of the Seattle-King County
2 department of public health, and

3 WHEREAS, the county and the city are desirous of
4 continuing the joint financing and operation of the Seattle-
5 King County department of public health, and to achieve that
6 end, wish to enter into a revised Interlocal Agreement (the
7 "1996 Interlocal Agreement");

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

10 1. The attached 1996 Interlocal Agreement is hereby
11 approved.

12 2. The King County executive is hereby authorized to
13 enter into and to execute the 1996 Interlocal Agreement with
14 the city of Seattle, substantially in the form attached.

15 PASSED by a vote of 12 to 0 this 18th day of
16 November, 1996.

17 KING COUNTY COUNCIL
18 KING COUNTY, WASHINGTON

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Chair Jane Hague

ATTEST:

Gerald A. Peterson
Clerk of the Council

Attachments: 1996 Interlocal Agreement

1996 AGREEMENT REGARDING THE SEATTLE-KING COUNTY

DEPARTMENT OF PUBLIC HEALTH

WHEREAS, since 1951, the City of Seattle (the "City") and King County (the "County") have jointly financed and operated the Seattle-King County Department of Public Health (the "Department") pursuant to Chapter 70.05 and 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 King County Ordinance 12078 and 12079; and

WHEREAS, the City and the County chose to continue joint financing and operation; and

WHEREAS, the City and the County desire to have an administrative structure of the Department that improves service delivery and responsiveness to community concerns and health and environmental problems; and

WHEREAS, pursuant to King County Ordinance 12098, the Metropolitan King County Council (the "County Council") has requested amendments to the existing agreement, which will recognize the importance of the continuing partnership between the City and the County in the provisions of public health services and an ability for the City to exercise policy and expenditure control over its financial contribution to the health department over and above the City Motor Vehicle Excise Tax dollars contributed pursuant to state law;

NOW, THEREFORE,

Pursuant to Chapter 70.05 RCW and 70.08 RCW, the City and the County agree as follows:

Section 1. PRINCIPLES OF OPERATION. The City and County wish to ensure that overall department policy is responsive to community health needs. Pursuant to Chapter 70.05 RCW, the County has ultimate policy and funding responsibility for the delivery of public health services. The City has fiduciary and policy responsibility over its own financial contribution and, as set forth in sections 4, 5, 6, 8, 9, and 11 of this agreement, strong and directive influence on overall policies of the Department which impact public health assessment and services in the City. The City's financial contributions to the operation of the Department are voluntary and shall be used to enhance service to City residents.

Section 2. ESTABLISHMENT OF DEPARTMENT. As of January 1, 1997, there is established a combined City and County Health Department to be known as the "Seattle-King County Department of Public Health", organized and administered in accordance with this agreement. During the remainder of 1996, the Department shall be administered in accordance with existing agreements.

Section 3. 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, regulations and orders of the State Board of Health and rules, regulations and orders of the King County Board of Health.

Section 4. DEPARTMENT'S SCOPE OF SERVICE. For the purposes of this Agreement, the Department shall be defined as a functionally integrated set of services and

programs that include central administration, prevention¹, community oriented primary care, environmental health, alcoholism and substance abuse, and county emergency medical services. The Department will be organized in a manner that is fully responsive to urban, suburban city, and non-incorporated communities. Seattle services will have prescribed geographic boundaries. There will be 4 distinct service areas, 2 of which will be focused on Seattle services. Prior to any reorganization being acted on by the County Council, the Joint Executive Committee discussed in Section 5(c) shall be given an opportunity to make a recommendation on such proposed reorganization. Unless it has been unanimously approved by the Joint Executive Committee, no major reconfiguration of the Department shall be put into effect unless six months prior notice has been provided to the Mayor and City Council.

Section 5. POLICY DEVELOPMENT AND IMPLEMENTATION.

(a) The Mayor and City Council shall establish programmatic priorities and direction through the allocation of dollars they make to the Department and through the services and resources these dollars leverage. The County Executive and County Council shall establish programmatic priorities and direction through the allocation of dollars they make to the Department and through the services and resources these dollars leverage.

(b) Pursuant to Chapter 70.05 RCW and King County Ordinance 12098, the Board of Health exercises major policy influence over the Department; it is a federated body that includes representatives from the County Council, the City Council, suburban cities and health professionals. The functions of the King County Board of Health are to enact and enforce local

¹Prevention services incorporates the medical examiner.

public health regulations, and implement the duties of local boards of health specified in state law.

These duties include enforcing state public health statutes, preventing and controlling the spread of infectious disease, abating nuisances and establishing fee schedules for licenses, permits and other services.

(c) 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 insure that the Department is responsive to the issues and priorities of each jurisdiction. 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 implementing Washington State Board of Health rules and regulations as required by RCW, together with King County Board of Health rules and regulations; for monitoring policy implementation; and for providing a forum for conflict resolution. The Committee may also choose to recommend policy to the King County Board of Health. The Joint Executive Committee shall meet monthly. In the event the Mayor or the County Executive is unable to attend they can delegate responsibility and authority to a representative.

Section 6. DEPARTMENT'S MANAGEMENT. It is the intent of the parties to retain a joint City-County Health Department in accordance with RCW 70.05 and 70.08. Relationships within the Department and between the establishing jurisdictions shall reflect this intent and

symbols and activities which reinforce joint authority 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 County Executive and the Mayor, subject to confirmation by the County and City Councils, and may be removed by the County Executive after consultation with the Mayor upon filing of a statement of the reasons for removal with the County and City Councils.

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

(c) Responsibility and accountability for the administration of the Department shall be a function of the County, except as otherwise provided in this agreement.

(d) Upon a quarterly basis, the Department will provide the County Executive and County Council and Mayor and City Council with data and information sufficient to monitor the expenditure of budgeted funds and, upon request, provide information relating to the provision of services within each respective jurisdiction. In addition, the Department will provide a semi-annual financial summary of public health funds detailing budgeted-to-actual revenues and expenditures with year-end projections.

(e) The Director shall report to the County Executive, generally, and to the Mayor on issues relating to Seattle health policy and services.

(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 7. DEPARTMENT'S PERSONNEL.

(a) Employment Status: Pursuant to the "Amendment To 1984 Agreement Regarding The Seattle-King County Department Of Public Health" adopted by the parties in December, 1995 (and hereinafter referred to as the "Transfer Amendment"), all employees of the Department, including all Pooling Fund Employees, are employees of the County and subject to the provisions of the County Charter, County Ordinances, and County Personnel Guidelines and to the County's administration of its personnel system. Except to the extent they directly conflict with this Agreement, the terms of the Transfer Amendment covering all aspects of the transition of employment status and resultant rights and obligations are hereby incorporated by reference as if fully set forth herein. As a means of preserving the City's interests in containing the operating costs of the Department, the County will allow a City representative to comment on proposed bargaining positions and observe bargaining sessions with labor unions representing Department employees.

(b) Emergency response: The Director may reassign staff to any division on a temporary basis, to respond to health care emergencies.

Section 8. DEPARTMENT'S BUDGET PREPARATION. Primary responsibility for preparing the Department Budget rests with the County. The City shall be responsible for reviewing, approving and monitoring its budget for Seattle health policy and services. The County Executive shall convene a meeting of the Joint Executive Committee to review the Department's proposed annual budget before its submission to the County Council.

Section 9. DEPARTMENT'S FINANCING.

(a) General Funding Provisions: The 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 basic health services throughout the County and, except as set forth in Section 9(b) below, shall ensure that all such services are provided on the basis of the assessment of health needs, without regard to geographic boundaries. The City's financial contributions are voluntary and shall be used to enhance services for its residents. The Department's indirect cost allocation plan will comply with federal regulations and insure a fair distribution of indirect costs and facilitate fee-setting for full cost recovery wherever applicable. The Joint Executive Committee will review and approve indirect cost allocation methodology with regard to the City's financial contribution to the Department on an annual basis.

(b) Primary Care Services in Clinics: For clients receiving primary health care services at regional clinics, the Department will first look to third party sources of funds before using funds budgeted by either the City or County. Where such third party sources are not available, the County will be responsible for funding uncompensated care for non-City residents, while the City will fund uncompensated care for City residents.

Section 10. CLAIMS.

(a) Handling of Claims: The County and the County Prosecuting Attorney shall be responsible for defending or providing for the defense of all claims, suits or actions which arise from the County's administration of the Department, or the good faith act of the Departments' officials, employees or authorized agents within the scope of their official duties, and shall be likewise responsible for

defending or providing for the defense of the City in the event of any employee claims for injuries arising out of or occurring on or in City-owned office space or vehicles, where such claims allege a tort cause of action and seek monetary damages. The processing, defense, and settlement of such claims shall be handled according to the provisions of King County Code chapter 4.12 governing claims against the County under its risk management program.

(b) Claims against the Department or its employees alleging contract theories, seeking non-monetary relief, or which are otherwise not within the scope of the County's risk management program, shall be handled by the County and the County Prosecuting Attorney. Any claims arising from the transfer of employees from the City personnel system into the County personnel system shall be defended, and any costs, claims, and judgments paid, jointly by the City and the County.

(c) Payment and Funding for Claims: The Department shall contribute to the County's risk management program on the same basis as such contributions are required from all other County departments. The City shall be responsible for sharing the costs of such contributions, including the costs of any employee claims for injuries arising out of or occurring on or in City-owned office space or vehicles according to the ratio that the City's general fund budget for the Department bore to the Department's overall operating budget in the year the claim arose or, if applicable, according to a specific cost allocation methodology developed for administrative costs pursuant to Section 9 above. The cost of any claim which arises out of the administration of the Department and which is outside the scope of the County's risk management program shall be jointly paid by the City and the County. Decisions about the portion of the claim to be covered by each party will be made by the Joint Executive Committee.

Section 11. GRANTS. The parties agree to the following general procedures for obtaining federal, state and private grants:

(a) Grant Preparation: The Department shall establish guidelines for grant preparation and allocation.

(b) Grant Approval: The County shall approve grants for programs and services outside the City. The City shall approve grants for programs and services within the City. Both jurisdictions shall approve grants for regional programs and services.

Section 12. MODIFICATION AND DURATION OF AGREEMENT.

(a) This Agreement may be modified with the mutual consent of the parties, which consent shall be in writing, signed and approved by both parties. Any modifications shall be effective when passed both by the City and County Councils and signed by the Mayor of Seattle and County Executive.

(b) After the effective date of this Agreement, the Agreement may be terminated consistent with the provisions of RCW 70.08.100, upon six months written notice by either party. This Agreement may be terminated from its approval by the respective jurisdictions, upon six months written notice by either party.

Section 13. EFFECTIVE DATE. This Agreement shall be effective when signed by both parties.

Section 14. PRIOR AGREEMENTS. This Agreement supersedes the "Agreement Regarding the Seattle-King County Department of Public Health" previously executed by the parties, which agreement became effective as of January 16, 1984. The parties agree that this

agreement is the complete expression of the terms hereto and any oral or written representations or understanding not incorporated herein are excluded.

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

KING COUNTY

CITY OF SEATTLE

King County Executive

Mayor, City of Seattle

Date:

Date:

Acting under authority of
MOTION NO.

Acting under authority of
ORDINANCE NO.

Approved as to form:

Approved as to form:

King County
Prosecuting Attorney

Seattle Law Department

