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 PIERCE COUNTY, WASHINGTON

When Recorded, Return To:  
 City of Tacoma  
 City Clerk's Office  
 747 Market Street, Room 220  
 Tacoma WA 98402-3769

**ORIGINAL**

<b>DOCUMENT TITLE</b> Interlocal Agreement
<b>Grantor</b> City of Tacoma
<b>Grantee</b> Pierce County
<b>Description</b> Interlocal agreement providing for creation and operation of a combined County-City Health Department.
<b>Reference Number</b>
<b>Assessor's Parcel Number</b>

## **AGREEMENT PROVIDING FOR CREATION AND OPERATION OF A COMBINED COUNTY-CITY HEALTH DEPARTMENT**

Under the authority of RCW 70.05, 70.08, and 70.12, PIERCE COUNTY (hereafter the "County") and the CITY OF TACOMA (hereafter the "City") hereby replace the Agreement Providing for Creation and Operation of a Combined County-City Health Department with a new agreement, as follows:

### **I. CONTINUATION OF TACOMA-PIERCE COUNTY HEALTH DEPARTMENT**

#### **A. Findings.**

1. Threats to the public health respect no municipal boundaries.
2. Regional threats to the public health require regional responses.
3. Prevention is more cost-effective than remediation.
4. Consistent with Chapter 70.05 RCW, the Pierce County legislative authority is responsible for establishing the Pierce County board of health, with jurisdiction coextensive with the boundaries of the county, to supervise all matters pertaining to the preservation of the life and health of the people within its jurisdiction.
5. An effective, regional public health response to the threats to public health in Pierce County requires the cooperation, participation, and support of Pierce County, Tacoma, and the other cities and towns in Pierce County.
6. The Tacoma-Pierce County Health Department's regionally-appointed Board of Health has provided effective and regional governance for local public health in Pierce County.
7. The County and the City continue to encourage economy, prudence, and administrative efficiency in the operation of the combined County-City Health Department.
8. The County and the City seek to increase the stability of funding for the Health Department.

**B. Election.** As authorized by RCW 70.05.035 and 70.08.010, the Pierce County Council elects to continue to have a combined County-City Health Department to provide public health services throughout Pierce County, and the Tacoma City Council concurs in that choice. In consideration of the City's electing to join in a combined County-City Health Department and to contribute to the health pool fund above, the City appoints two representatives to the Board of Health.

**C. Purpose.** This Agreement continues the Combined County-City Health Department ("Health Department") to serve all the communities within Pierce County without regard to the geographical boundaries within the County and replaces previous agreements for the operation of the Health Department.

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- D. Duration.** This Agreement shall be effective January 1, 2006, and shall continue from year to year. After two years from the date of this Agreement, either the County or the City may give the other written notice of intent to terminate this Agreement. Unless rescinded, the termination shall take effect at the close of the Health Department's fiscal year following the fiscal year in which notice was given.
- E. Amendment.** The County and the City may amend this Agreement in writing at any time.
- F. Structure and Function.**
- 1. Structure.** The Board of Health, the Director of Public Health ("Director"), and the staff under the direction of the Director comprise the Health Department.
  - 2. Function.** The function of the Health Department shall be to safeguard and enhance the health of the communities of Pierce County through the core functions of public health: assessment, policy development, and assurance.
    - a.** Assessment means active surveillance, based upon epidemiological principles, that identifies health problems and threats to the public health, provides data to inform decisions about appropriate actions, and monitors progress.
    - b.** Policy development is the process by which the Board of Health considers assessment data, technical knowledge of possible solutions, and community values to set public health policy and priorities for the Health Department and the community.
    - c.** Assurance includes encouraging action by qualified providers, requiring such action through regulation, or directly acting to provide the community the services that address or prevent threats to its public health.

The Core Services the Health Department provides include:

- Disease and Tuberculosis Control
- Population-based Prevention
- Environmental Health
- Emergency Preparedness
- Discretionary Programs

- G. Fiscal Intermediary.** With the concurrence of the Board of Health that the activity is consistent with its priorities for the Health Department, the Health Department may serve as a fiscal intermediary between a local agency that will provide services and the City, County, state, or other entity that will provide funding. The Health Department may negotiate and receive reasonable service fees. For pass-through services, such fees shall not exceed 5 percent of the value of a pass-through contract, for its fiscal and oversight services.

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## II. BOARD OF HEALTH

### A. Membership.

1. The membership of the Board of Health shall be:
  - a. Three members of the Pierce County Council;
  - b. The Pierce County Executive, or his or her duly designated representative;
  - c. One member of the Council of Tacoma;
  - d. The Mayor of Tacoma, or his or her duly designated representative;
  - e. One member and an alternate, nominated by the Pierce County Cities and Towns Association from elected representatives of Pierce County cities and towns other than Tacoma, and to be appointed by the Mayor of Tacoma and the Pierce County Executive from the list of nominees;
  - f. If there is Predicate Funding by the other cities and towns, there shall be one additional member and one additional alternate to be nominated by the funding cities and towns, and to be appointed by the Mayor of Tacoma and the Pierce County Executive. If payment is not made by April 30 of each year, the additional cities and towns member and alternate shall be removed from the board until such payment is made.

"Predicate Funding" means annual payments by the funding cities and towns to a health pool fund for provision of the core services in Section I.F., with the following provisions: (1) The funding cities and towns must have an aggregate population of at least 100,000; (2) Each funding city or town must pay an amount at least equal to the Per Capita rate paid by the City of Tacoma for 2005, multiplied by that city or town's most recent Office of Financial Management population estimate.

"Per Capita" means the funding the City of Tacoma provides to the health pool fund divided by the City's most recent Office of Financial Management population estimate, or the City's 2005 per capita funding (\$2.876/person<sup>1</sup>), whichever is greater.
  - g. One member at large -- a physician recommended by the Pierce County Medical Society -- selected by the unanimous vote of the appointed members.
2. The members from the other cities and towns and the members at large shall serve two-year terms. The terms for the members from the other cities and towns shall expire on December 31 of alternate years. The terms for the members at large shall expire on June 30 of alternate years.
3. The members shall continue in office until such time as their successors are duly appointed and qualified.

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<sup>1</sup> \$2.876 = \$565,990 Tacoma 2005 health pool funding /196,800 Tacoma OFM population estimate for 2004

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4. The Director, or his or her duly designated representative, shall act as ex-officio Secretary to the Board of Health and may participate in all discussions thereof but shall not have a vote on any matter before said Board.

**B. Powers and Duties of the Board of Health.** The Board of Health shall:

1. Establish policy and set priorities for the Health Department.
2. Serve as liaison between the Health Department and the County, the City, the other cities and towns in Pierce County and their respective legislative authorities.
3. Pursuant to RCW 70.05.060, the Board of Health shall adopt regulations to promote and preserve the public health within its jurisdiction. Upon a showing of special need, the Board of Health may adopt more stringent regulations for smaller areas of special concern.
4. Discharge the other duties set forth in RCW 70.05.060 and elsewhere in state law.
5. Annually establish a fee schedule for the Health Department.
6. Have a panel of attorneys to serve individually or collectively as the Health Department's Hearing Examiners.
7. Provide directly or through collective bargaining a process by which employees may appeal employment decisions by the Director.
8. Otherwise fulfill the purposes of this Agreement.

**C. Committees.**

The Board of Health may establish standing or ad hoc committees.

**D. Rules.**

1. **In General.** The Board of Health shall adopt rules to govern its operations.
2. **Notice of Meetings.** The notice requirements for the Board of Health shall be those set by the Open Public Meetings Act.
3. **Quorum.** The quorum for the Board of Health shall be five members or alternates. The Chair shall establish the existence of a quorum at the beginning of a meeting by a roll call.
4. **Majority.** Adoption or amendment of a regulation requires at least five affirmative votes, but a simple majority of the votes cast by the members or alternates present shall suffice for other Board of Health actions. A simple majority exists whenever the "ayes" outnumber the "nays," irrespective of the number of abstentions. A motion fails if the nays equal or exceed the ayes.
5. **Abstention.** The clerk shall not generally record abstentions, but any member may request the Chair to instruct the clerk to record an abstention

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and the brief reason—usually to avoid the appearance or actuality of a conflict of interest—why the member abstained.

- E. **Compensation.** Members or acting alternates of the Board of Health that are not full-time elected officials shall receive their expenses of service according to the Health Department's reimbursement policies and, if requested, shall receive a meeting fee of \$75.00 for each Board of Health meeting attended.

### III. DIRECTOR OF PUBLIC HEALTH

- A. **Appointment.** The County Executive and Mayor of Tacoma shall appoint the Director of Public Health from a list submitted by the Board of Health. The appointment shall be effective upon confirmation by the legislative bodies of the County and the City.
- B. **Powers.**
  1. The Director shall have the powers granted the local Health Officer in RCW 70.05.070 and elsewhere by law.
  2. The Director may enforce the regulations of the Tacoma-Pierce County Health Department Board of Health.
  3. With the concurrence of the Board of Health, the Director may enforce codes, ordinances, enactments, and regulations adopted by the County or any city within Pierce County that complement the mission of the Tacoma-Pierce County Health Department.
  4. The Director may, subject to the approval of the Board of Health and to budget limitations, organize and structure the operation of the Health Department in the manner he or she deems best and necessary for its efficient and effective operation.
  5. The Director may, subject to procedures adopted by the Board of Health, retain, appoint, and designate such supervisory personnel as he or she deems necessary for the proper operation of the Health Department.
  6. The Director may execute any contract or lease that expends no more than \$50,000 per year and that runs for not more than 5 years, provided, any such contract or lease shall include the following language: "If sufficient funds are not appropriated or allocated for payment under this contract/lease for any future fiscal period, the Health Department will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the Health Department in the event this provision applies."
  7. The Director may procure goods and services reasonably required for the operation of the Health Department using procurement processes that follow the requirements of the Pierce County Code.
  8. The Director may transfer funds between budget line items within the same program.

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9. The Director may transfer budgeted funds between programs to respond to unanticipated conditions subject to the following limitations:
  - a. Any transfer that materially expands an existing program shall require the concurrence of the Board of Health. For purposes of this paragraph, "material" shall mean more than \$50,000.00.
  - b. Any transfer that creates a new program shall also require the approval of the Board of Health.
  - c. The Director may not transfer special contributions without written consent from the chief fiscal officer of the contributor of the special funds.

**C. Duties.**

1. The Director shall submit the Health Department's budget for the next year by the 15<sup>th</sup> day of July, or, if that day falls on a weekend, the next business day, to the legislative bodies of the County and the City through the County Executive and the City Manager, with a recommendation to such bodies that they appropriate support for the Health Department as requested. The legislative bodies of the County and City shall, after the County and City have made adjustments they deem necessary, if any, approve by appropriate legislative action the budget of the Health Department, which shall become the appropriation of the Health Department for the ensuing year.
  2. The Director shall prepare an annual financial report in accordance with generally accepted accounting principles as prescribed by the State Auditor no later than June 30th of each year, and monthly financial statements depicting status of appropriations versus expenditures, budgeted revenues versus actual revenues, and a balance sheet.
  3. Each year, the Director shall account for the property the Health Department uses.
  4. The Director shall submit written Quarterly Reports to Pierce County and the City of Tacoma, which present actual revenues and expenditures and which note any changes in programs.
  5. The Director shall negotiate collective bargaining agreements on behalf of and subject to the approval of the Board of Health.
- D. Removal.** The County Executive, after consultation with the Board of Health and the Mayor of Tacoma, may remove the Director upon filing a statement of reasons therefor with the legislative authorities of the County and the City.

**IV. HEALTH DEPARTMENT STAFF**

**A. In General.**

1. The Health Department may have classified employees and appointive employees.

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2. Appointive employees shall be "at will" employees and serve at the pleasure of the Director.
3. The terms of employment, including, but not limited to, salaries, benefits, leave provisions, hours, and working conditions for all employees shall be as established by the Board of Health, either directly or through collective bargaining.
4. The Board of Health shall maintain a merit system of employment that complies with law and is sufficient to retain the approval and sanction of state and federal officials administering state and federal health programs in which the Health Department shall participate.
5. The Board of Health may not oblige the County or the City to grant pension benefits at variance with the benefits existing under either the State Public Employees Retirement System or Tacoma Employees' Retirement System.

**B. No change provisions.**

1. The adoption of this revised Agreement shall not change the employment status of any current Health Department employee.
2. Persons employed by the Health Department shall be deemed employees only of the Health Department.
3. Health Department employees shall have the opportunity to qualify for membership in the Tacoma Employees' Retirement System according to the ordinances, rules, and regulations that govern the Tacoma Employees' Retirement System.
4. City or County employees that became Health Department employees at the creation of the Health Department, and that have remained employees of the Health Department since then, shall remain members of the Tacoma or State Retirement Systems, respectively.

**V. HEALTH DEPARTMENT FINANCES**

**A. Revenues.**

1. **In General.** The Health Department shall continue to be funded with moneys legally available for health purposes, federal or state contributions or grants, any and all revenue derived from contractual services, service operations of the Health Department, and any other moneys from whatever source intended for the provision of public health services within the County and its cities.
2. **Cities' Support for Public Health.** Cities and towns within Pierce County are expected to support the Health Department as provided by the Legislature and through whatever additional, individual arrangements each such city or town may adopt.

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3. **Additional Services.** Any local government jurisdiction, subject to Board of Health approval for consistency with the Board of Health's priorities for the Health Department, may contract with the Health Department for additional special services. Each contract for additional special services shall include funding for the incremental activity it sponsors. Each agreement for a special service shall control the disposition of the year end balance, if any, for its program.
4. **Pierce County's Support for Public Health.**
  - a. In addition to its funding of Health Department core functions, the County may provide specific funding for other services consistent with the Board of Health's priorities.
5. **City of Tacoma's Support for Public Health.** The annual per capita contribution by the City of Tacoma for the health pool fund should be equal to at least the City's per capita contribution for the health pool in 2005.
6. Any funds (either health pool or program specific) from either the County or the City that are documented as Unreserved Fund Balance when the books close on a fiscal year will not be appropriated during the following year and will be credited to the payor for the following fiscal year, thus offsetting their contribution for the following fiscal year by those amounts.
7. **Pass-Through Funding for the Health Department.** The County shall also appropriate the funds it receives from the state of Washington, the United States, or other sources, if any, for the support of local public health and any direct support provided by the cities or other bodies.
8. **Cash Flow.**
  - a. No later than the tenth of each month, the County shall deposit in the appropriate Health Department account one-twelfth of the County's annual appropriation for the Health Department.
  - b. Each contract for special services shall specify the schedule for payments to the Health Department.
  - c. Funds which are not required for immediate expenditure will, to the maximum prudent extent, be invested as may be legally permissible under applicable laws. The interest or other earnings from such investments shall accrue to the Health Department's self-insurance fund, except for interest or other earnings on investments of state, federal, or other grant funds where the agreement or condition under which funds are made available require such interest or earnings to be otherwise applied or accrued to the principal of the grant funds earning it.

**B. Health Department Budget.**

1. The Health Department's annual appropriation shall reflect planned expenditures for Health Department activities by program and line and shall identify reasonably anticipated revenue.

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2. The County Executive and Tacoma City Manager shall review the annual budget the Director submits and shall provide their respective legislative bodies their comments and recommendations.
3. The Tacoma City Council shall adopt its appropriation to the Health Department's annual budget in the City's biennial budget.
4. The Pierce County Council shall adopt its appropriation to the Health Department and shall adopt the Health Department's annual budget with such changes, if any, the County shall find appropriate.
5. The Pierce County Council and the Tacoma City Council acknowledge that opportunities for additional funding for the Health Department occur often and frequently require acceptance before the Councils may act. The Director may provisionally accept additional funding not appropriated in the Health Department's annual budget as follows:
  - a. Before accepting additional funding, the Director shall obtain the Board of Health's concurrence that the additional activity is consistent with the Board of Health's priorities for the Health Department.
  - b. If the budget change is solely new grant funding and receives Board approval, the Director shall report the change to Pierce County.
  - c. If the budget change would exceed 2 percent of the Health Department's gross budget and is not solely new grant funding, then the Director shall also obtain the consent of the Pierce County Council before committing the Health Department.
6. The Health Department's budget is determined upon adoption of: (a) The Health Department appropriation in the City of Tacoma budget and (b) the County appropriation and adoption of the Health Department annual budget in the Pierce County Budget.
7. The Health Department shall coordinate with the Pierce County Department of Budget and Finance to prepare semiannual budget adjustments, if needed, for presentation to the County Council in July and December.

**C. Support Services.**

1. As the Board of Health and either the County or the City may agree, either the County or the City may serve as the Health Department's Treasurer to invest its funds and honor its warrants.
2. For other support services, including, but not limited to, purchasing services, legal services, accounting services, personnel services, and maintenance services for buildings and other property the Health Department uses, the Board of Health may choose among County staff, City staff, Health Department staff, or outside vendors as the Board of Health judges each will provide the most cost-effective service for the Health Department.
3. The fiscal officers of the County and the City may review the costs to the Health Department for supporting services.

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4. With the concurrence of the Board of Health, the Director may appoint and remove an attorney licensed in the State of Washington who shall represent and advise the Health Department as defined in section I.F.1 above, and who shall be a full-time, "at will" employee. The Board of Health may also authorize hiring private counsel to represent any and all of the following: the Department, departmental employees, and the Board of Health or its members.

**D. Fiscal Operations.**

1. Moneys shall be paid out of the Health Department fund(s) only pursuant to the budget procedures and the fiscal operations procedures herein set forth and in accordance with the laws of the state of Washington. Nothing in this Agreement may authorize an expenditure that has not been budgeted or appropriated as required by RCW 35.33.121. All appropriations in any current operating fund shall lapse at the end of each fiscal year as set forth in RCW 35.33.151.
2. The Health Department shall be limited to its expenditures and disbursements to those items authorized in its budget. Vouchers, journal vouchers, payroll vouchers, or any other legally proper method of requesting such expenditures shall be prepared by the Director, or his or her designee, and approved for payment by the Health Department's fiscal agent. Upon being presented with an approved voucher, the fiscal agent shall issue a warrant drawn on the appropriate Health Department fund.

**E. Property Used by the Health Department.**

1. **Health Services Building.**
  - a. The Health Department occupies 3629 South D Street ("the Building") built specifically for the furnishing of health services and financed, in part, by federal funds, state funds, and proceeds from a County bond issue duly issued by the Commissioners of Pierce County without a vote of the people and now fully retired.
  - b. The Health Department shall pay the expense of maintaining and occupying the Building, including, but not limited to, day-to-day maintenance and operation, janitorial services, security services, if required, alterations and repairs—excluding amortization of the now-paid bonds that financed the Building.
  - c. To the extent possible and feasible, the costs of maintenance and operation for the Building shall be duly budgeted in the annual budget of the Health Department each and every year, and the adoption of said annual budget of the Health Department shall constitute an agreement for the occupancy of the Building and the Health Department's obligation to procure the necessary services for the Building's operation and maintenance.

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- d. The County and the City may audit the maintenance costs and expenditures incurred by the Health Department attributable to the Health Department's occupancy of the Building at any reasonable time.

**2. Ownership of Property.**

- a. Except as agreed otherwise as to a particular property, all properties now being utilized by the Health Department or hereafter acquired by the Health Department shall be treated as the property of the Health Department and shall be inventoried and accounted for on an annual basis by the Director in a manner specified by the Board of Health.
- b. Upon termination of this Agreement or dissolution of the Health Department by agreement of the parties or otherwise, all property so acquired and held by the Health Department may be held by the County for the benefit of any successor agency.
- c. During the term of this Agreement, the proceeds of the sale or rental of property held or acquired by the Health Department shall, except as otherwise specifically agreed to as to a particular piece of property or the proceeds thereof, be (1) treated as a revenue of the Health Department, (2) treated as being contributed one-half by the City and one-half by the County, and (3) disbursed or expended in accordance with the approved budget.

**F. Litigation and Insurance.**

- 1. **Notice and Defense.** The Health Department shall promptly provide the County and the City copies of any summons and complaint served on the Health Department. In case any claim or action is brought against the County or City for damages arising out of or based on, directly or indirectly, the performance of this Agreement by the Health Department, the Health Department will, upon notice of such claim or commencement of such action, defend the same at its cost and expense and, to the extent possible, satisfy any judgment or settlement of such claim or action out of the insurance or self-insurance fund described below.
- 2. **Initiation of Litigation.** In the event the Health Department wishes to initiate litigation against any party, the Health Department shall, if practicable, verbally notify the Tacoma City Attorney and the Pierce County Prosecuting Attorney not less than two weeks prior to the date of filing or service of such litigation and shall provide the County and City copies of the complaint not less than two weeks, if practicable, prior to the date of filing or serving such litigation. If copies cannot be provided before the date of filing or service, the Health Department shall provide copies when served on the defendants. The Health Department shall assume all costs in connection with litigation that it undertakes. The Health Department may redact information protected by HIPAA, Chapter 70.02 RCW, or other law as appropriate, from the copies provided to the City and County.

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3. **Insurance.** The Health Department shall carry, for the duration of this Agreement, professional liability and commercial general liability insurance with limits of liability not less than:

- a. \$1,000,000 combined single limit per claim/aggregate personal injury.
- b. \$3,000,000 combined single limit per claim/aggregate, property damage.

Such insurance shall name the County and City as additional insureds and shall not be reduced or canceled without thirty (30) days' written prior notice to the County and City. Copies of such insurance shall be provided to the County within one (1) week after execution of this Agreement.

4. **Self-Insurance Fund.** The funds held in the self-insurance fund shall, except as otherwise approved by joint concurrence of the County and City Councils, be used only for the purpose of handling and paying claims arising by reason of the activities of the Health Department which are not covered by insurance.

IN WITNESS WHEREOF, the signatories hereto have executed this Agreement as of the 23 day of May, 2005

**CITY OF TACOMA**

By: [Signature]  
City Manager

Countersigned:  
[Signature]  
Director of Finance

Attest:  
[Signature] 5-22-06  
City Clerk

Approved as to form:  
[Signature]  
City Attorney

[Signature]  
Risk Manager

**PIERCE COUNTY**

By: [Signature]  
County Executive

Attest:  
[Signature]  
By: [Signature]  
Clerk of the Council

Approved as to form:  
[Signature]  
Chief Civil Deputy Prosecuting Attorney

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**RESOLUTION NO. 36734**

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BY REQUEST OF COUNCIL MEMBER TALBERT

WHEREAS the City joined with Pierce County ("County") to operate a combined County-City Health Department, pursuant to Chapters 70.05, 70.08, and 70.12 of the Revised Code of Washington, and

WHEREAS, in 1991, the City and the County adopted an Interlocal Agreement ("1991 Agreement"), which reorganized the Tacoma-Pierce County Health Department ("Health Department") and made certain provisions for the funding, budgeting process, and composition of the Board of Directors, and

WHEREAS, subsequent to the adoption of the 1991 Agreement, the Washington State Legislature made substantial changes in the organization of public health departments, and

WHEREAS, on April 4, 2000, the City Council passed Ordinance No. 26612, authorizing the execution of a revised agreement with the County; however, the County did not endorse the revised agreement, and

WHEREAS the City and Pierce County have, for some time, desired to amend the Interlocal Agreement to reflect the Legislature's action and make other changes necessary to improve the operation of the Health Department, and

WHEREAS, pursuant to Resolution No. 36504, adopted May 10, 2005, a Health Department Agreement Task Force was established between the City and the County for the purpose of recommending a revised agreement, which recommendation has now been made; Now, Therefore,

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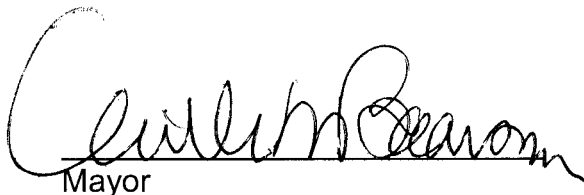


BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

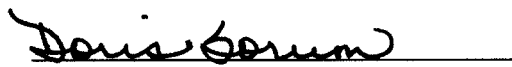
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That the proper officers of the City are hereby authorized to execute the "Agreement Providing for Creation and Operation of a Combined County-City Health Department," which supersedes the "Agreement Providing for Creation and Operation of a Combined County-City Health Department," dated December 12, 1991, for the purposes hereinabove enumerated, said document to be substantially in the form of the proposed interlocal agreement on file in the office of the City Clerk.

Adopted DEC 13 2005

  
Mayor

Attest:

  
City Clerk

Approved as to form:

  
City Attorney

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# REQUEST FOR ORDINANCE OR RESOLUTION

CITY CLERK USE

Request #:	10768
Ordinance #:	
Resolution #:	36734

1. DATE: December 2, 2005

SPONSORED BY: Council Member Rick Talbert		
2. REQUESTING DEPARTMENT/DIVISION/PROGRAM Legislative	3. CONTACT PERSON (for questions): Randall Lewis	PHONE/EXTENSION 591-5122

4. PREPARATION OF Resolution IS REQUESTED FOR THE CITY COUNCIL MEETING OF TUESDAY, DECEMBER 13, 2005.

5. SUMMARY TITLE/RECOMMENDATION: (A concise sentence, as it will appear on the Council agenda.)

Adopting amendments to the Interlocal Agreement with Pierce County for organization of the Tacoma-Pierce County Health Department.

6. BACKGROUND INFORMATION/GENERAL DISCUSSION: (Why is this request necessary? Are there legal requirements? What are the viable alternatives? Who has been involved in the process?)

The City and Pierce County adopted an Interlocal Agreement in 1991 reorganizing the Tacoma-Pierce County Health Department and making certain provisions for funding, budget process, and composition of the Board of Directors. Subsequent to adoption of that agreement, the Legislature made substantial changes in the organization of public health departments. The City and County have desired for some time to adjust the Interlocal Agreement to reflect the Legislature's action and make other changes necessary to improve operation of the Health Department.

7. FINANCIAL IMPACT:

- A.  NO
- B.  YES OVER \$100,000, Fiscal Note Attached
- C.  YES, UNDER \$100,000, Provide funding source information below

*filed 12-5-05 me*

FUNDING SOURCE: (Enter amount of funding from each source)

Fund Number & Name:	State \$	City \$	Other \$	Total Amount
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If an expenditure, is it budgeted?  Yes  No    Where? Cost Center: \_\_\_\_\_  
 Acct #: \_\_\_\_\_

8. LIST ALL MATERIAL AVAILABLE AS BACKUP INFORMATION FOR THE REQUEST AND INDICATE WHERE FILED:

Source Documents/Backup Material	Location of Document
Interlocal Agreement	City Clerk's Office

9. ATTORNEY CONTACT: Elizabeth Pauli

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10. Department Director/Utility Division Approval	OMBA/Finance Director Approval City Manager/Director Utilities Approval



Resolution No. 36734

Adopted: DEC 13 2005

Maker of Motion: Ladenburg

Seconded: Talbert

Roll Call Vote:

MEMBERS	AYES	NAYS	ABSTAIN	ABSENT
Ms. Anderson	/			
Mr. Evans	/			
Ms. Ladenburg	/			
Mr. Lonergan	/			
Mr. Manthou	/			
Mr. Phillips	/			
Mr. Stenger	/			
Mr. Talbert	/			
Mayor Baarsma	/			

MEMBERS	AYES	NAYS	ABSTAIN	ABSENT
Ms. Anderson				
Mr. Evans				
Mr. Ladenburg				
Mr. Lonergan				
Mr. Manthou				
Mr. Stenger				
Mr. Talbert				
Mayor Baarsma				



## Pierce County

Office of the County Council

930 Tacoma Avenue South, Room 1046  
Tacoma, Washington 98402-2176  
(253) 798-7777  
FAX (253) 798-7509  
TDD (253) 798-4018  
1-800-992-2456  
[www.co.pierce.wa.us/council](http://www.co.pierce.wa.us/council)

May 4, 2006

Ms. Doris Sorum, City Clerk  
City of Tacoma  
747 Market Street, Room 220  
Tacoma, WA 98402

Dear Doris:

Subject: Transmittal of Pierce County Resolution No. R2006-30 (Agreement Providing for Creation and Operation of a Combined County-City Health Department)

The attached Resolution was adopted by the Pierce County Council at its April 18, 2006, meeting.

The Resolution has been signed by the Chair of the County Council and the three original Agreements (Exhibit A to the Resolution) have been signed by the County Executive, the Chief Civil Deputy Prosecuting Attorney and the Clerk of the County Council. The Agreement is now ready for completion by the City of Tacoma. Please obtain the required signatures on page 12 of the Agreement. After the Agreements have been signed, please retain one copy for the City of Tacoma and return two originals to our office for further processing.

If you have any questions, please contact me at 798-6065.

Sincerely,

A handwritten signature in cursive script that reads "Denise".

Denise D. Johnson  
Clerk of the Council

Attachments



3  
4  
5 **RESOLUTION NO. R2006-30**  
6

7  
8  
9 **A Resolution of the Pierce County Council Authorizing the County**  
10 **Executive to Execute the Interlocal Agreement with the City**  
11 **of Tacoma, Forming the Tacoma-Pierce County Health**  
12 **Department, which was Approved by the Tacoma City**  
13 **Council on December 13, 2005.**  
14

15 **Whereas**, Pierce County and the City of Tacoma operate a combined County-  
16 City Health Department pursuant to Revised Code of Washington (RCW) 70.05, 70.08  
17 and 70.12; and  
18

19 **Whereas**, the Pierce County Council approved Resolution No. R2005-137 on  
20 November 15, 2005, which authorized the Executive to execute the new interlocal  
21 agreement for the Tacoma-Pierce County Health Department as agreed upon by  
22 negotiators for the city and the county; and  
23

24 **Whereas**, the County Council modified the negotiated agreement to remove the  
25 Executive's authority to appoint a designee to represent him on the Board of Health;  
26 and  
27

28 **Whereas**, Section 3.25 of the Pierce County Charter authorizes the Executive to  
29 appoint a designee to represent him on boards and commissions of which he is a  
30 member; and  
31

32 **Whereas**, this Executive and each of his predecessors have appointed  
33 designees to represent them on the Health Board, a practice extending back some 20  
34 years and consistently recognized and implicitly consented to by the County Council;  
35 and  
36

37 **Whereas**, the Tacoma City Council on December 13, 2005, adopted the  
38 originally negotiated version of the new interlocal agreement for the Health Department;  
39 and  
40



1       **Whereas**, in recognition of the Executive's prerogative to appoint a designee to  
2 represent him on the Health Board, as well as the long standing tradition of Executives  
3 appointing designees to serve for them on this particular Board; **Now Therefore**,

4  
5       **BE IT RESOLVED by the Council of Pierce County:**

6  
7       Section 1. The Pierce County Executive is hereby authorized to execute the  
8 revised Agreement with the City of Tacoma relative to the Tacoma-Pierce County  
9 Health Department which was approved by the Tacoma City Council on December 13,  
10 2005.

11  
12       Section 2. The Agreement will be in the form as shown in Exhibit A, which is  
13 attached hereto and incorporated herein by reference.

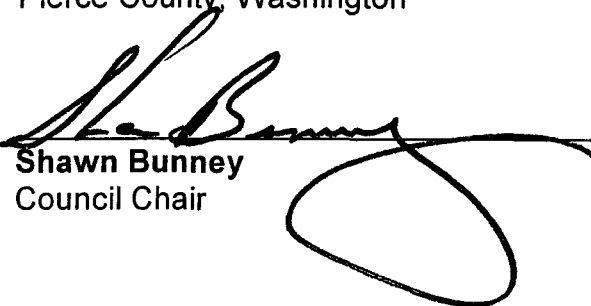
14  
15       Section 3. The County Executive shall forward a copy of the executed  
16 Agreement to the Clerk of the Council.

17  
18       **ADOPTED** this 18<sup>th</sup> day of April, 2006.

19  
20 **ATTEST:**

21       **PIERCE COUNTY COUNCIL**  
22       Pierce County, Washington

23  
24   
25 **Denise D. Johnson**  
26 Clerk of the Council

27  
  
**Shawn Bunney**  
Council Chair

