

**2011 KING COUNTY/CITY OF SEATTLE INTERLOCAL AGREEMENT
REGARDING
PUBLIC HEALTH – SEATTLE & KING COUNTY**

WHEREAS, since 1951, King County (hereinafter referred to as the “County”) and the City of Seattle (hereinafter referred to as the “City”) have jointly financed and operated Public Health – Seattle & King County (hereinafter referred to as the “Department”), first administered by the City and starting in 1981 administered by the County;

WHEREAS, through this Agreement, the County and the City aim to strengthen public health in Seattle and throughout King County in order to create the conditions that improve the health of all communities, eliminate health inequities and maximize the number of healthy years lived by each person;

WHEREAS, the 21st Century health challenges faced by residents, neighborhoods and communities throughout the city of Seattle and the county can be most effectively addressed through the coordinated action of multiple jurisdictions and of multiple departments within each jurisdiction;

WHEREAS, the County and the City choose to establish an Interlocal Agreement that complements the existing governance structures outlined in chap. 70.05 RCW and RCW 70.08.010; and

WHEREAS, the County and the City desire to establish communication, oversight and accountability mechanisms for the County and the City to address issues concerning said Agreement;

1 NOW THEREFORE,

2 Pursuant to RCW 70.08.010 and RCW 39.34.080, the County and City agree as
3 follows:

4 **Section 1. PRINCIPLES OF OPERATION:** The County and City wish to ensure that
5 overall Department policy is responsive to community health needs, promotes health
6 equity and creates healthy conditions for all communities. The County has ultimate
7 policy and statutory responsibility for the delivery of public health services throughout
8 the county, including in the city. The City has fiduciary and policy responsibility over its
9 own financial contribution and strong advisory influence on overall policies of the
10 Department that impact public health activities in Seattle. The City's financial
11 contributions to the operation of the Department are voluntary and shall be used to
12 enhance services to its residents and neighborhoods.

13 **Section 2. ESTABLISHMENT OF DEPARTMENT:** As of January 1, 1981, there was
14 established a combined City and County Health Department to be known as the
15 "Seattle-King County Department of Public Health" and that is now known as "Public
16 Health – Seattle & King County".

17 **Section 3. DEPARTMENT'S PURPOSE:** The Department shall be responsible for
18 the assessment, protection and promotion of health of all county residents, including
19 residents in the city, working to eliminate health inequities and promote equity, and
20 providing services that help to assure access to high quality health care for all
21 populations. The director of the Department shall also have all powers and duties as
22 provided in RCW 70.05.070, including enforcement of public health statutes of the
23 State, rules of the State Board of Health and the Secretary of State, and rules and
24 regulations of the King County Board of Health.

25 **Section 4. POLICY DEVELOPMENT AND IMPLEMENTATION:**

26 (a) The King County Board of Health exercises policy influence over the
27 Department pursuant to the powers granted to it in chapter 70.05 RCW. This
28 Agreement seeks to reinforce the role of the Board of Health. The Board of

Exhibit 1 to HSD Public Health Interlocal ORD

1 Health is presently a federated body that includes members from the King
2 County Council , elected officials of the City of Seattle, elected officials of
3 cities and towns of King County other than Seattle, and health professionals,
4 as provided in chap. 2.35 King County Code. The Board of Health has
5 supervision over all matters pertaining to the preservation of the life and
6 health of the people within its jurisdiction, pursuant to RCW 70.05.060.

7 (b) The County Executive and County Council shall establish programmatic policy
8 priorities and direction aligned with available resources for the Department
9 consistent with policy direction established by the Board of Health.

10 (c) The Mayor and City Council shall establish programmatic priorities and
11 direction of the funds that the City provides to the Department and through
12 the services and resources these dollars leverage. The method that the City
13 utilizes to make its contributions to the Department and the level of
14 contributions are at the discretion of the Mayor and City Council through the
15 City's budget-making process.

16 (d) In addition to directing the use of its own funds, the City shall have the
17 opportunity to advise and participate in formulating health policies that
18 impact its residents and neighborhoods. Likewise, the County and the
19 Department shall have the opportunity to advise the City on the
20 programmatic priorities of the City's funding of the Department. The
21 Department Director is responsible for creating appropriate opportunities for
22 City and County participation in policy development and in setting
23 programmatic policies and direction. Furthermore, the Mayor and City
24 Council shall designate a lead City health policy advisor, to be funded by the
25 City, to help facilitate City participation in Department policy development
26 relevant to the City.

27 (e) The policies and activities of many County and City departments have a
28 significant impact on the public's health. The Executive and the Mayor shall

1 invite the Department to work with other County and City departments in
2 formulating and implementing policies that promote health equity and the
3 health of county residents and communities, including those in the city of
4 Seattle.

5 (f) In recognition of the interrelationship of policies and programs that affect
6 the health of the public in King County and Seattle, both governments shall
7 provide early notification to each other of such policy changes in order to
8 allow for sufficient time for joint discussion and the effective operation of
9 the Department. The Executive, the Mayor and the Department Director
10 shall establish opportunities for each party to influence the policies of the
11 other and to ensure that the Department is responsive to the public health
12 issues and priorities of the County and the City.

13 (g) The Executive shall arrange an annual meeting with the Mayor to which the
14 Board of Health Chair and the Department Director will be invited. The
15 purposes of the meeting include a check-in on the implementation of this
16 Agreement, discussion of the public health priorities of each jurisdiction,
17 establishing the key public health priorities and expectations that the County
18 and City have for the Department, and identification of public health policy
19 objectives to be pursued at the regional, state and national levels.

20 **Section 5. DEPARTMENT'S MANAGEMENT:** It is the intent of the parties to
21 retain a joint City-County Health Department in accordance with chapters 70.05
22 and 70.08 RCW. Accordingly:

23 (a) The head of the Department shall be the "Director of Public Health" who
24 shall be jointly appointed by the County Executive and the City of Seattle
25 Mayor, subject to confirmation by the County and City Councils, and may be
26 removed by the County Executive after consultation with the Mayor, upon
27 filing a statement of the reasons for removal with the County and City
28 Councils.

- 1 (b) The administration of the Department shall be a function of the County.
- 2 (c) The overall responsibility for financing regional 'core' services of the
3 Department as identified in statute or by the County, such as in the Public
4 Health Operational Master Plan, shall rest with the County.
- 5 (d) The Director shall report to the County Executive; the Director shall also
6 report to the Mayor on issues relating to the city's health status and policy
7 and City-funded services.
- 8 (e) The Director shall actively participate in cabinet meetings and activities of
9 both the City and County as directed by the Mayor and County Executive
10 respectively. Department staff shall participate, as appropriate and within
11 available resources, on City and County subcabinets, interdepartmental
12 teams, and key initiatives, as well as work with other City and County
13 departments to create the policies and conditions for healthy communities.
- 14 (f) The Director shall assign staff to participate in the County and City's
15 emergency preparedness and response efforts and provide a presence at
16 their Emergency Operations Centers.
- 17 (g) The Department's name shall reflect joint participation of the City and
18 County.

18 **Section 6. DEPARTMENT'S ACCOUNTABILITY:**

- 19 (a) Since the Department is a County-administered department, the Department
20 Director shall comply with reporting and accountability mechanisms
21 established by the County Executive and County Council.
- 22 (b) The City, in consultation with the Department Director, may establish
23 accountability mechanisms as appropriate related to the City's funding and
24 objectives. The lead City health policy advisor shall help ensure appropriate
25 accountability for the Department's use of City funds and compliance with
26 the terms of this Agreement.

1 (c) The Department shall provide timely response to data and information
2 requests from the County Executive, County Council, Mayor and City Council.

3 (d) In consultation with the Department, the City shall establish accountability
4 mechanisms for the City's funding of enhanced public health services. Such
5 mechanisms may include specified outcomes and performance
6 commitments.

7 **Section 7. DEPARTMENT'S BUDGET PREPARATION:** Responsibility for
8 preparing and adopting the Department budget rests with the County. The City
9 shall be responsible for deciding the level of contributions, method of providing
10 funding, and the use of City funds that it provides to the Department.

11 **Section 8. DEPARTMENT'S FINANCING:**

12 (a) The County shall be financially responsible for the funding of core public
13 health services throughout the county, including in the city of Seattle.

14 (b) The City's financial contributions are voluntary and shall be used to enhance
15 services for its residents and neighborhoods. The City may also voluntarily
16 contribute some funding to support the Department's unique activities that
17 it provides to the City that are typically and routinely more than what it
18 provides to other cities in King County. Examples of such activities include
19 participation on the Mayor's cabinet, subcabinets, emergency preparedness
20 and response efforts, collaboration and policy development with other City
21 departments, and interdepartmental initiatives. The amount of City funding
22 shall be determined in the City budget process, recognizing that the level of
23 the Department's participation in City government may depend, in part, on
24 the amount of support the City provides.

25 (c) The County, the City, and the Department shall ensure that contributions to
26 the Department shall result in appropriate use and accountability of funds
27 throughout the county and the city. Furthermore, the County and the
28 Department shall ensure that the City's contributions to the Department

1 shall be used only for their intended purposes and not subsidize expenses for
2 other purposes.

3 (d) As part of its contributions to the Department for enhanced health services,
4 the City voluntarily funds primary care medical, dental and health-access
5 services provided by Seattle’s community health centers and the
6 Department. The lead City health policy advisor shall represent the City in
7 Department- or County-led community health system/health safety net
8 planning efforts to improve quality and access, and to plan for the
9 implementation of health care reform.

9 **Section 9. EFFECTIVE DATE, MODIFICATION AND DURATION OF AGREEMENT:**

10 (a) This Agreement shall be effective when signed by both parties, and approved
11 by their respective councils.

12 (b) The duration of this Agreement shall be five years from the effective date
13 with an automatic annual rollover thereafter.

14 (c) This Agreement may be modified with the mutual consent of the parties,
15 which consent shall be in writing, signed and approved by both parties and
16 their respective councils.

17 (d) After the effective date of this Agreement, the Agreement may be
18 terminated at the end of any calendar year upon six months written notice
19 by either party consistent with the provisions of RCW 70.08.100.

20 (e) All parties shall discuss the overall relationship and efficacy of this
21 Agreement at the annual meeting described in Section 4 (g) of this
22 Agreement.

23 **Section 10. PRIOR AGREEMENTS:** This Agreement supersedes the “1996
24 AGREEMENT REGARDING THE SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC
25 HEALTH” previously executed by the parties.

26 **Section 11. NO THIRD PARTY BENEFICIARIES AND NO GUARANTEE OF SPECIFIC**
27 **FUNDING:** This Agreement is solely for the benefit of the City and the County,
28 Exhibit 1 to HSD Public Health Interlocal ORD

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and no other person may acquire or have any right hereunder by virtue hereof.
This Agreement is intended neither to protect any particular class of individuals
or organizations, nor to guarantee any specific level of funding nor to create any
private right of action.

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