

RESOLUTION NO. R-2891

A RESOLUTION OF THE KIRKLAND CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO SIGN ON BEHALF OF THE CITY OF KIRKLAND A HEALTH SERVICES AGREEMENT BETWEEN THE SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH AND THE CITY OF KIRKLAND.

Whereas, the City of Kirkland has a responsibility to provide public health services to its residents, or in the alternative, to provide for such public health services by contract with the Seattle-King County Department of Public Health; and

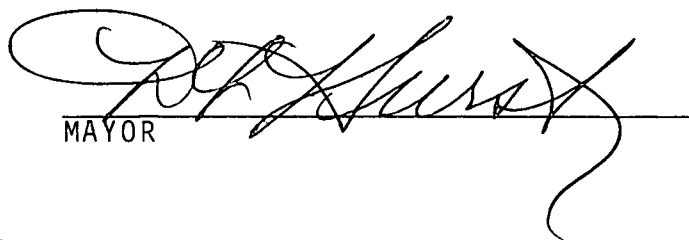
Whereas, the City of Kirkland provides such services by contract with said public health department as authorized and provided for by RCW 70.05.150 and RCW 70.08.090; now therefore,

Be it resolved by the City Council of the City of Kirkland as follows:

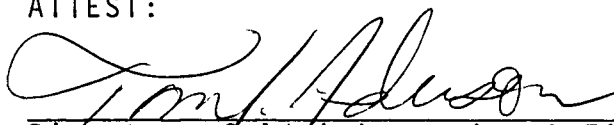
Section 1. The Mayor of the City of Kirkland is hereby authorized and directed to sign on behalf of the City of Kirkland that certain health services agreement between the Seattle-King County Department of Public Health and the City of Kirkland, copy of which is attached to the original of this resolution and by this reference incorporated herein. Said contract to run from January 1, 1982 through December 31, 1982 inclusive.

Passed by majority vote of the Kirkland City Council in regular meeting on the 18th day of January, 1982.

Signed in authentication thereof on the 18th day of January, 1982.


MAYOR

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)

SEATTLE - KING COUNTY
DEPARTMENT OF PUBLIC HEALTH

Municipality: KIRKLAND

400 YESLER BUILDING - 7th FLOOR
Seattle, Washington 98104
Ph. # 625-2534

Address: 210 Main Street
Kirkland, WA 98033

Service Provider: Seattle-King County
Department of
Public Health

Amount: \$ 16,263

Duration: 1/1/82 - 12/31/82

Contract No.: GAC 4-9-15-82

HEALTH SERVICES AGREEMENT BETWEEN
THE SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH
AND MUNICIPALITIES WITHIN KING COUNTY

THIS AGREEMENT, made this 1st day of January, 1982, by and between the governing bodies of the Seattle-King County Department of Public Health, hereinafter referred to as the "Department", and the City of Kirkland hereinafter referred to as the "Municipality"

WITNESSETH:

WHEREAS, the parties to this Agreement recognize the responsibilities of all cities or towns within King County to provide public health services to their residents or to purchase public health services under contract; and

WHEREAS, the parties to this Agreement also recognize that in order to preserve, promote and improve the public health of all residents of King County and the municipalities therein, the Department should provide adequate and uniform public health services throughout the County; and

WHEREAS, the Municipality desires to contract with the Department for public health services and to reimburse the Department for a share of the costs of providing such services in order to insure adequate and uniform public health services throughout the County; and

WHEREAS, such agreement is authorized and provided for under the terms of RCW 70.05.150 and RCW 70.08.090;

NOW, THEREFORE, IT IS AGREED THAT:

1. The Department is recognized by the Municipality as the appropriate and legally sanctioned agent for providing area-wide public health services.
2. The Department's policies and programs of service shall be reviewed at least annually by the executive and legislative branches of Seattle and King County government to assess their need, appropriateness, effectiveness, and legal requirements. Service levels and funding levels established during this period and costs for general public health services to be levied against the Municipalities as described herein shall be established annually.
3. For the purpose of performing the services hereinafter specified, the Department shall provide the necessary labor, equipment, and supplies.

4. Nothing herein shall be construed as in any way divesting the Municipality of any of its policy powers within its boundaries with respect to the management and enforcement of those health standards which are more stringent than those adopted by the State or by King County, provided that the Municipality shall notify and file said health standards, enforcement procedures and amendments thereto with the Department.
5. The services to be provided by the Seattle-King County Department of Public Health shall include all public health services required by State law, rules and regulations of the State Board of Health, rules and regulations of King County and/or uniform local ordinances as approved by the Department, as well as those services deemed necessary by the County Council and/or County Board of Health, as advised by the Director of Public Health, in order to maintain and protect the health and well-being of the citizens of King County, except those services provided by the Municipality per Section 4. The following services, listed below as program areas, are provided by the Department and its divisions:

Personal Health

Tuberculosis Control and Hospitalization	Communicable Disease/Epidemiology
Sexual Transmitted Disease Services	Crippled Children Services
Dental Health Promotion/Treatment	Family Planning
Field Nursing	Clinic Nursing
Maternal and Child Health	Day Care Screening
Hypertension Screening	School Nursing
Nurse Clinics for Older Adults	Muckleshoot Indian Services
Mobile Health - Mobile Dental	Valley Community Clinic
	Women, Infant and Children
Highline Dental	Ambulatory Geriatrics
King County Drug Commission -	Emergency Medical Services
Center for Addiction Services	Medical Examiner
Division of Alcoholism	

Environmental Health

Food Service Establishments	Plumbing, Gas Piping
On-site Sewage Disposal	Platting and Land Development
Meat Inspection	Vector Control
Public Health Nuisances	Rabies Investigations
Public Health Veterinarian	Swimming Pools, Bathing Beaches,
Solid Waste Transportation & Disposal	Camps, Parks and Schools
Water Quality	

Others

Laboratory Services	Vital Statistics
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6. The Seattle-King County Department of Public Health and the Municipality agree that they will negotiate a separate contract within three (3) months covering their responsibilities and liabilities regarding on-site sewage.

7. Nothing in this contract shall be construed to prohibit the Department from charging user fees to partially or totally cover the costs of providing health services where so authorized by law. Furthermore, nothing herein shall be construed to prohibit the Department from establishing income eligibility requirements as established by federal, state or local enactment for certain health programs such that only those persons least able to pay are provided service free of charge or at a reduced rate.

8. The Municipality's assessment for 1982 is Sixteen thousand, two hundred and sixty-three dollars and no cents (\$16,263). This amount represents the percentage increase in suburban city property tax revenues from 1980-81 as applied to 1981 suburban city payment level.

Payment shall be made to the Department within thirty (30) days of receipt of quarterly invoice.

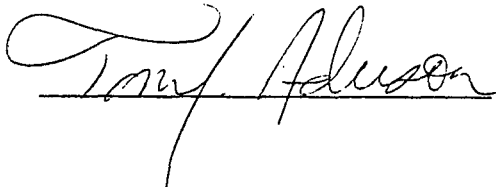
9. The Department does not assume any liability for negligence of the Municipality, or of any officer or employee thereof. The Municipality shall defend, indemnify and hold the Department harmless from cost, claim, judgment or award of damages, following written request by the Department, when such judgment, award, cost or claim results from carrying out this agreement and the enforcement within the Municipality of all state laws, rules and regulations of the state and/or county Board of Health, and municipal ordinances, except where such claims or damages result solely from failure of the Department to act as required by such laws, rules, regulations or local ordinances.

10. The Department shall hold the Municipality harmless against any claim for damages by persons on account of personal injuries, death or damage to property arising out of or in any way resulting from negligent acts or omissions of the Department, its agents, employees or representatives.


11. The Municipality shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to departmental personnel performing services contained herein to the Municipality, or any liability other than that provided for in this agreement. The Municipality shall not be liable for compensation or indemnity to any departmental employee for injury or sickness resulting from the performance of services to the Municipality.

12. This Agreement shall be effective from January 1, 1982 to December 31, 1982.

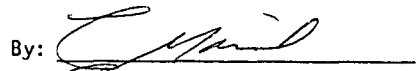
ATTEST:



CITY OF KIRKLAND

By: 

KING COUNTY, WASHINGTON

By: 

FEB 23 1982

APPROVED AS TO FORM:

Norm Maleng
King County Prosecuting Attorney
