## **RESOLUTION NO. 40**

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AUTHORIZING EXECUTION OF AN AGREEMENT FOR PUBLIC HEALTH SERVICES BETWEEN THE CITY OF UNIVERSITY PLACE AND THE TACOMA-PIERCE COUNTY HEALTH DEPARTMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

- Section 1. <u>Authorization</u>. City Manager or his designee is authorized and directed to execute on behalf of the City the Agreement for Public Health Services with Tacoma-Pierce County Health Department for services from August 31, 1995, through December 31, 1995.
- Section 2. <u>Ratification and Confirmation</u>. Any acts made consistent with the authority and prior to the effective date of this resolution are ratified and confirmed.
- Section 3. <u>Effective Date</u>. The effective date of the agreement will be the official date of incorporation.

ADOPTED BY THE CITY COUNCIL ON AUGUST 14, 1995.

Stanley L. K. Flemming, Mayor

ATTEST:

Susan Matthew, Interim City Clerk

## AGREEMENT FOR PUBLIC HEALTH SERVICES

THIS AGREEMENT, made this 31st day of August, 1995, by and between Tacoma-Pierce County Health Department, hereinafter called "Health Department" and the City of University Place, hereinafter called the "City";

WHEREAS, the administration of public health services in the County of Pierce and in the City is under the supervision and direction of the Health Department; and

WHEREAS, the Health Department renders basic health services for the benefit of the City as defined by the Laws of the State of Washington; and

WHEREAS, the City has no health department of its own and does not desire to operate one; and

WHEREAS, the City desires that the Health Department perform all of the basic health services for the City; and

WHEREAS, the City desires to contribute funds for the maintenance and operation of the Health Department as consideration for such basic health services; and

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act, RCW 39.34.030, and RCW 70.08.090 and RCW 70.05.150, NOW THEREFORE,

## IT IS HEREBY AGREED AS FOLLOWS:

1. <u>Health Department Services</u>. The Health Department will render public health services as defined by the Laws of the State of Washington for the benefit of the City, which services shall include, but not be limited to, disease prevention and control, environmental health, health assessment and vital statistics. The Health Department shall also:

- a. provide the necessary personnel to implement and carry out such public health programs for the citizens of the City;
- Insure that public health personnel shall be duly qualified doctors,
  community health nurses, environmental health specialists, social workers,
  laboratory technicians, or other similar, qualified health department personnel;
- c. provide such other necessary facilities such as public health clinics and administrative offices; the Board of Health of the Health Department shall determine the location of said facilities;
- d. provide for all necessary enforcement actions required within the city.
- 2. <u>City Contribution</u>. The City agrees to budget and pay to the Health Department for deposit in the "Tacoma-Pierce County Health Department Fund" an amount based upon the funding formula set forth in the "<u>Agreement Providing for Creation and Operation of a Combined County-City Health Department</u>," with the initial amount being as follows: \$42,475 (Forty Two Thousand Four Hundred Seventy Five Dollars). Said sum shall be paid to the Health Department in at least quarterly installments for the period of August 31, 1995 to December 31, 1995. Said sum is to be paid in full before December 31, 1995.
- 3. <u>Uniformity</u>. It is understood and agreed by both parties that the above funding formula rate is a uniform figure applicable to all cities and towns in the County of Pierce and has been determined by the Board of Health of the Health Department to be reasonable and necessary for the conduct of public health responsibilities within the service area of the Health Department.
- 4. <u>Term.</u> The term of this agreement shall commence August 31, 1995, and shall terminate December 31, 1995. However, said agreement shall continue in effect thereafter upon

the same terms and conditions herein unless hereinafter amended or terminated.

- 5. <u>Administration</u>. The Health Officer of the Health Department shall also be the Health Officer for and represent the City.
- 6. <u>Real and Personal Property Disposal</u>. The Health Department shall be responsible for acquiring, holding and disposing of any real and personal property used pursuant to this agreement in accordance with the Laws of the State of Washington.
- 7. <u>Liability</u>. The City agrees to hold the Health Department harmless for all acts or omissions of the City. The Health Department agrees to hold the City harmless for all acts or omissions of the Health Department.
- 8. Payments. The City agrees that action may be brought against it by the Health Department for any failure by the City to make the payments required hereunder when due.

## TACOMA-PIERCE COUNTY HEALTH DEPARTMENT

Ву:			Date:	,200 (200	
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By:			Date:		
	Health Officer				
CITY	OF UNIVERSITY PLACE, a	municipal corpora	tion		
Ву:	Maure	<del></del>	Date:		
	Mayor	7,			
Attest					5
	City Clerk				
Paym	ent due for 1995:	\$42,475		£	
CITY	OF UNIVERSITY PLACE				
By:	City Attorney				

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TY OF TACOMA				
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Mayor		Date:		-
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County Executive				
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