

Project title: Interlocal Agreement with Snohomish Health District 2021.

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Project: Per Capita Contribution for Snohomish Health District Services

Partner/Supplier : *Snohomish Health District*

Location:

Preceding action:

Fund: *009/ General Government Non-Departmental*

Agenda dates requested:

1/27/2021

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes

No

Budget amendment:

Yes

No

PowerPoint presentation:

Yes

No

Attachments:

Yes

Department(s) involved:

Community Development

Contact person:

Julie Willie

Phone number:

425.257.7120.

Email:

jwillie@everettwa.gov

Initialed by:

Department head JF

Administration

Council President

Fiscal summary statement:

The City of Everett shall contribute \$1.00 per capita (\$112,700) to the Snohomish Health District commencing on January 1, 2021. Payment may be made in one lump sum on or before December 31, 2021.

Project summary statement:

The interlocal agreement in entered between the Snohomish Health District and the City of Everett for a 1.00 per capita contribution for health district services.

The Snohomish Health District shall provide basic essential public health services and functions such as ensuring safe food, and inspecting septic systems, responding to disasters, or preventing and responding to disease outbreaks.

The District shall provide naloxone kits, as requested by the City, to personnel within the Everett Police Department, Everett Transit, Everett Library and Everett Parks & Community Services. Inventory will be tracked, rotated and replenished as needed. The District will partner with the City to coordinate substance use related trainings and community outreach events.

The District will provide reports to the city identifying services provided to Everett residents and businesses. Additional specific services that will be provided by the Health District to the City shall include creation of a sustainable Health District business model for future years.

The terms of the agreement shall govern services from January 1, through December 31, 2021.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign an Interlocal Agreement with Snohomish Health District.

**INTERLOCAL AGREEMENT
BETWEEN THE SNOHOMISH HEALTH DISTRICT
AND
THE CITY OF EVERETT
PER CAPITA CONTRIBUTION FOR HEALTH DISTRICT SERVICES**

This Interlocal Agreement for Per Capita Contribution for Health District Services is entered into by and between the Snohomish Health District, a Washington Municipal Corporation (the District) and the City of Everett, a municipal corporation of the State of Washington (the City) – collectively (the Parties), for the purpose of providing for a per capita contribution by the City for Health District Services.

RECITALS

WHEREAS, in 1966 the Snohomish Health District became the first local health jurisdiction in the state to organize a city-county cooperative health program with cities indicating a willingness to participate financially in support of Health District programs; and

WHEREAS, on January 1, 1967, eleven of 18 cities and towns agreed to voluntarily contribute \$0.50 per capita to the Health District in return for public health services; and

WHEREAS, per capita contributions from towns and cities continued and in 1986, with such contributions ranging from \$1.60 to \$2.70 per capita until the early 1990s; and

WHEREAS, in 1993, counties assumed exclusive financial responsibility for public health relying on Motor Vehicle Excise Tax (MVET) revenues; and

WHEREAS, in 2000, the Washington State Legislature repealed MVET and backfilled only 90% of lost public health funds; and

WHEREAS, the Health District's ability to perform its most essential functions have been severely compromised since the great recession; and

WHEREAS, the Health District serves an essential public safety function whether ensuring safe food, schools, and septic systems, responding to disasters, or preventing and responding to disease outbreaks; and

WHEREAS, threats to the public's health in the form of foodborne illness such as E.coli and salmonella, communicable diseases such as COVID-19, pertussis, tuberculosis, measles, Zika, and Ebola and natural disasters such as the Oso/SR530 mud slide respect no municipal boundaries; and

WHEREAS, public health is a shared responsibility and regional public health threats require regional responses and close partnerships with every city and town in Snohomish County; and

WHEREAS, consistent with RCW 70.05, the Snohomish County Council is responsible for establishing the Snohomish Health District Board of Health, with jurisdiction coextensive with the boundaries of the county, to supervise all matters pertaining to the preservation of life and health of the people within its jurisdiction; and

WHEREAS, an effective, regional public health response to the threats to public health in Snohomish County requires the cooperation, participation and support of Snohomish County and all of the cities and towns in Snohomish County; and

WHEREAS, the Snohomish County Board of Health adopted Resolution 19-25 in November 2019, and reaffirmed in Resolution 20-27 in November 2020, declaring its intent to take on naloxone distribution and coordination for law enforcement and city partners; and

WHEREAS, Snohomish County and the cities and towns therein seek to improve and sustain healthy years of life of their residents by engaging in an enhanced partnership with the Health District. This partnership will provide stable funding for public health priorities that would be established to meet the unique needs of each community.

NOW, THEREFORE, in consideration of the agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Health District agree as follows:

1. Purpose.

- A. The recitals set forth above are incorporated herein by this reference.
- B. The purpose of this Agreement is to establish and define the terms and conditions for the cooperative efforts to be undertaken by the City and the Health District to promote, facilitate, and undertake various programs and activities.

2. Term.

The term of this Agreement shall be from January 1, 2021, to December 31, 2021. The term may be extended by mutual written agreement of the parties.

3. Scope of Services.

A. Responsibilities of the City.

The City shall contribute \$1.00 per capita (\$112,700) to the District commencing January 1, 2021. Payment may be made in one lump sum on or before June 30, 2021.

The City will provide a list to the District of personnel by department that should be equipped with naloxone kits. The City will provide the information necessary for the District to track, rotate and replenish kits as needed.

B. Responsibilities of the District.

The District shall provide basic essential public health services and functions such as ensuring safe food, and inspecting septic systems, responding to disasters, or preventing and responding to disease outbreaks.

The District shall provide naloxone kits, as requested by the City, to personnel within the Everett Police Department, Everett Transit, Everett Library and Everett Parks & Community Services. Inventory will be tracked, rotated and replenished as needed.

The District will partner with the City to coordinate substance use related trainings and community outreach events.

The District will provide reports to the city identifying services provided to Everett residents and businesses.

Additional specific services that will be provided by the Health District to the City shall include creation of a sustainable Health District business model for future years.

4. Legal Requirements.

Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

5. Public disclosure laws.

The City and the District each acknowledge, agree and understand that the other party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement

and the District's performance of services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law.

6. Insurance.

Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each party shall provide the other with a certificate of insurance or letter of self-insurance as the case may be upon request.

7. Indemnification.

The District shall protect, save harmless, indemnify and defend the City its elected officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or District employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the District in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected officials, officers, employees or agents.

The City shall protect, save harmless, indemnify and defend the District, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents.

8. Notices.

Any notice/payment to be given to the District under this Agreement shall be either mailed or personally delivered to:

Snohomish Health District
3020 Rucker Avenue, Ste 306
Everett, WA 98201

Any notice/invoice to the City shall be mailed or hand delivered to:

City of Everett
c/o Julie Willie
2930 Wetmore Avenue, Suite 10-A
Everett, WA 98201

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

9. Venue.

The laws of the State of Washington shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington.

10. Disputes.

The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

11. No third party beneficiaries; no joint venture.

This Agreement is for the sole benefit of the City and District and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties. County employees who provide services under this Agreement shall at all times be acting in their official capacities as employees of Snohomish County.

12. Entire Agreement.

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by written agreement executed by both parties. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

13. Severability.

- A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

14. Filing.

As provided by RCW 39.34.040, this Agreement shall be filed with the Snohomish County Auditor, or, alternatively, posted on the website of each party.

15. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

16. Effective Date. January 1, 2021

City of Everett

Cassie Franklin, Mayor

ATTEST:

City Clerk

Approved as to Form:

City Attorney

Snohomish Health District

Shawn Frederick

Shawn Frederick (Jan 8, 2021 16:24 PST)

Shawn Frederick, Administrative Officer

ATTEST:

Linda Carl

Linda Carl (Jan 9, 2021 08:25 PST)

Clerk of the Board

Approved as to Form:

Grant K. Weed

Grant K. Weed (Jan 8, 2021 16:23 PST)

Grant Weed, Health District Attorney