Kittitas County
Review Form
Grants & Contract Agreement

Today's Date 05/20/2015		Agenda Date
Fund/Department 116-Public Health		

Contract/Grant Information

Contract /Grant Agency: Interlocal Agreement between the Kittitas County Public Health Department and Kittitas County Fire District #2		
Period Begin Date: June 1, 2015		Period End Date: December 31, 2015
Total Grant/Contract Amount: $65.00 an hour and will be billed quarterly		
Grant/Contract Number:		
Contract/Grant Summary: The Interlocal Agreement is made and entered into between the between Kittitas County Public Health and Kittitas County Fire District #2. The county shall provide personnel to conduct and administer survey-based assessments to identify problems, successes, and potential for improving KVFR's delivery of paramedicine services in Kittitas County. The county shall compile survey results and enter completed survey data into a database that can be shared with KVFR. The county will also conduct follow –up analysis of collected data, and prepare a report on survey results to be sent to KVFR as requested.		

Recommendation for Board of Health and Board of Health Review on _____

Department Head Signature: _____, Administrator Date:_____

Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:
APPROVED AS TO FORM:

_____
Signature of Prosecutor's Office Date

_____
Signature of Auditor's Office Date

_____
Signature of Board of Health member Date

Financial Information

Total Amount $	State Funds $	Federal Funds $
Percentage County Funds	Matching Funds $	CFDA#
	In-Kind $ Explain	
Is Equipment being purchased?	Who owns equipment?	
New Personnel being hired?	Contact HR hiring – reporting requirements	
Future impacts or liability to Kittitas County:		

Budget Information

Budget Amendment Needed?	Yes ☐ attach budget form	No ☐ Why not
New Division Created?		
Revenue Code 116-611.81.346.25 – Fee for Assessment		

Pass Through Information

Agency to Pass Through	
Amount to Pass Through	$
Sub-Contract Approved	Date:

Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes ☐ No ☐

County Departments Impacted

	Auditor		Facilities Maintenance
	Information Services		Human Resource
	Prosecutor		Treasurer

Submitted

Signature:	Date:
Department:	

Assignment of Tracking Information

Auditor's Office	
Human Resource	
Prosecutor's Office	
Who Signed the grant application	

Reviewer	Date

BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

RESOLUTION TO AUTHORIZE THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT AND KITTITAS COUNTY FIRE DISTRICT #2

RESOLUTION No. 2015 -_____

WHEREAS, Chapter 39.34 of the Revised Code of Washington, the Interlocal Cooperation Act, allows governmental agencies to enter into agreements that provide for the efficient use of their powers and to cooperate with each other in providing services; and

WHEREAS, the Kittitas County Fire District #2, doing business as Kittitas Valley Fire & Rescue (hereinafter "KVFR"), needs support conducting assessments of community paramedic services; and

WHEREAS, Kittitas County, through the Kittitas County Public Health Department (hereinafter the "County"), has the institutional capacity and the employees with the expertise to provide such support; and

WHEREAS, the County and KVFR find it desirable and in each other's best interest to enter into this agreement; and

WHEREAS, the County and KVFR have agreed to enter into such an agreement under the terms and conditions of the Interlocal Agreement attached hereto; and

WHEREAS, the Board of County Commissioners authorized the execution of this Interagency Agreement by action taken at a regular meeting; and

NOW THEREFORE, BE IT HEREBY RESOLVED that the Board of County Commissioners of Kittitas County, Washington authorizes the execution of the Interagency Agreement with KVFR that is attached hereto, and incorporated herein by this reference.

ADOPTED this ___ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

_____
Gary Berndt, Chairman

ATTEST:
CLERK OF THE BOARD

_____
Obie O'Brien, Vice-Chairman

_____
Julie A. Kjorsvik

_____
Paul Jewell, Commissioner

INTERLOCAL AGREEMENT BETWEEN
KITTITAS COUNTY AND KITTITAS COUNTY FIRE DISTRICT #2 FOR
COMMUNITY PARAMEDICINE ASSESSMENT

This agreement is made and entered into by Kittitas County, a municipal corporation of the State of Washington, through the Kittitas County Public Health Department (hereinafter the "County"), and Kittitas County Fire District #2, a political subdivision of the State of Washington and doing business as Kittitas Valley Fire & Rescue (hereinafter "KVFR").

WHEREAS, Chapter 39.34 of the Revised Code of Washington (RCW), the Interlocal Cooperation Act, allows governmental agencies to enter into agreements that provide for the efficient use of their powers and to cooperate with each other in providing services; and

WHEREAS, KVFR needs support conducting assessments of community paramedic services; and

WHEREAS, the County has the institutional capacity and the employees with the expertise to provide such support; and

WHEREAS, the County and KVFR find it desirable and in each other's best interest to enter into this agreement;

NOW, THEREFORE, The County and KVFR agree as follows:

1. PURPOSE

The purpose of this Agreement is to authorize the County to provide community paramedicine assessment services to KVFR.

2. SCOPE OF WORK

The County shall provide personnel to conduct and administer survey-based assessments to identify problems, successes, and potential for improving KVFR's delivery of paramedicine services in Kittitas County. The County shall compile survey results and enter completed survey data into a database that can be shared with KVFR. The County shall conduct follow-up analysis of collected data, and prepare a report on survey results to be sent to KVFR as requested.

KVFR shall identify assessment participants and survey locations, provide the survey tool to be used, and provide the County any guidance necessary to complete the work.

3. DURATION

This Agreement shall commence on June 1, 2015 and expire on December 31, 2015.

4. RENEWAL

This Agreement is renewable as agreed to by the County and KVFR in writing by amendment of this Agreement.

5. TERMINATION

This Agreement may be terminated with or without cause by either party. Notice of termination must be provided in writing and delivered by regular mail to the contact person identified herein, provided that termination shall become effective thirty (30) calendar days after receipt of such notice. Notice will be presumed received three (3) working days after the notice is posted in the mail.

In the event of termination of this Agreement, KVFR shall compensate the County for any services that were provided pursuant to this Agreement prior to the County receiving notice of termination.

6. CONTACT INFORMATION

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

For the County:
Kittitas County Public Health Department
Robin Read, Administrator
507 N Nanum St Suite 102
Ellensburg, WA 98926

For KVFR:
Kittitas Valley Fire & Rescue
John Sinclair, Fire Chief
PO Box 218
Ellensburg, WA 98926

7. PAYMENT AND BILLING

KVFR agrees to pay the County on a cost for service basis at the hourly rate of $65.00. The County agrees to provide KVFR on at least a quarterly basis an itemized bill listing all services provided for the previous quarter. KVFR agrees to make payment to the County within sixty (60) calendar days of receipt of such itemized bill.

8. FORCE MAJEURE

Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including acts of nature, acts of war, accident, labor disruption, acts, omissions or defaults of third parties, and official, governmental or judicial action not the fault of the party failing or delaying in performance.

9. HOLD HARMLESS AND INDEMNIFICATION

Each Party shall hold harmless and indemnify the other Party and its directors, officers, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorneys' fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

The waivers in this section have been mutually negotiated by the parties and this entire section shall survive the expiration or termination of this Agreement.

10. WARRANTY

Except as expressly stated herein, there are no express or implied warranties respecting this agreement or the services provided.

11. RELATIONSHIP OF THE PARTIES

No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of KVFR for any purpose, and the employees of the County are not entitled to any of the benefits KVFR provides to its employees. No agent, employee or representative of KVFR shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of KVFR are not entitled to any of the benefits the County provides to County employees.

12. PROPERTY

The terms of this Agreement do not contemplate the acquisition of any real or personal property. Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.

13. ADMINISTRATION OF AGREEMENT

There shall be no separate legal entity created by this Agreement. This Agreement shall be administered jointly by the County's Public Health Director or designee and by KVFR's Fire Chief or designee.

14. ASSIGNMENT, THIRD PARTY BENEFICIARY, DELEGATION

The rights, duties, and obligations under this Agreement may not be assigned by either party to a third-party unless mutually agreed in writing. In addition, no third-party beneficiary may rely or assert any of the rights, duties, or obligations provided herein. Neither party to this Agreement may

delegate the performance of any contractual obligation to a third-party unless mutually agreed in writing.

15. COMPLIANCE WITH LAWS AND EXISTING CONTRACTS

Each party accepts the responsibility for compliance with federal, state, or local laws and regulations. In addition, each party warrants that entering into this Agreement and the rights, duties, and obligations provided for herein do not breach or derogate from any contractual obligations that currently exist or may exist in the future.

16. FILING

Executed copies of the Agreement shall be filed or posted online as required by RCW 39.34.040.

17. ENTIRE AGREEMENT

The written provisions and terms of this Agreement supersede all prior written and verbal agreements and/or statements by any representative of the parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement shall contain the entire Agreement between the parties.

18. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a majority vote of a three-member Dispute Resolution Board comprised of one representative chosen by each of the parties hereto and a third chosen by the two selected by the parties. If said determination is not acceptable to the parties, the parties are entitled to utilize whatever remedies to which they may be entitled at law or in equity.

19. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement. Venue for any action brought to interpret or enforce any provision within this Agreement shall be the Superior Court of Kittitas County, Washington.

20. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Dated: _____

KITTITAS COUNTY FIRE DISTRICT #2
d.b.a. Kittitas Valley Fire & Rescue

_____
Board Chair

_____
Fire Commissioner

_____
Fire Commissioner

_____
Fire Commissioner

_____
Fire Commissioner

ATTEST:

_____
District Secretary

Date: _____

Dated: _____

BOARD OF COUNTY COMMISSIONERS
Kittitas County, Washington

_____
Gary Berndt, Chair

_____
Obie O'Brien, Vice Chair

_____
Paul Jewell, Commissioner

ATTEST:

_____
Julie Kjorsvik, Clerk of the Board

Date: _____