

10

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
KITTTITAS COUNTY, CITY OF ELLENSBURG, CITY OF CLE ELUM, CITY OF  
ROSLYN, CITY OF KITTTITAS, AND TOWN OF SOUTH CLE ELUM, OF  
WASHINGTON STATE AND THE KITTTITAS COUNTY EMS & TRAUMA  
CARE COUNCIL PROVIDING FOR THE COORDINATION OF EMERGENCY  
MEDICAL SERVICES**

**Whereas**, the Interlocal Cooperation Act, RCW 39.34, allows municipal corporation to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage to provide services and facilities that will best fit the needs of each community; and

**Whereas**, the County of Kittitas and the Cities of Ellensburg, Cle Elum, Roslyn, Kittitas, and the Town of S. Cle Elum are desirous of providing for the coordination of their emergency medical services personnel's training, certification, and physician medical control, through a shared Administrative/Education Coordinator (Coordinator) employed by one of the jurisdictions (hereinafter "Contracting Jurisdiction");

**Now, therefore**, it is agreed in accord with the provisions of RCW 39.34.030 as follows:

**I. Purpose**

It is the purpose of this agreement to establish the framework and means for the shared support services of the Coordinator (see attachment "B") to assure training, certification and physician medical control of emergency medical services personnel of the six jurisdictions and to continue to improve upon services presently provided by the Kittitas County Emergency Medical Services and Trauma Care (EMS/TC) Council with funds from a "Washington State Department of Health" training grant. This agreement supersedes any prior agreement, all or any amendments thereof, and all or any modifications or changes to any agreement that may conflict with this agreement.

**II. Kittitas County Conference of Governments (KCCOG)**

KCCOG will be responsible for jointly reviewing amendments to the Interlocal Cooperation Agreement and the annual budgets in the Kittitas County EMS Division five-year forecasted budget plan (see attachment "A") recommended by the EMS/TC Council. The Coordinator shall serve as an operational representative to the KCCOG on behalf of the EMS/TC Council in a non-voting capacity.

**III. Membership**

**A. Participating Jurisdictions**

## **INTERLOCAL COOPERATION AGREEMENT - 2**

Kittitas County, the Cities of Ellensburg, Cle Elum, Roslyn, Kittitas, and Town of S. Cle Elum, Washington, are "Participating Jurisdictions" and the only parties to this Interlocal Cooperation Agreement. Each jurisdiction is eligible to be the "Operating Jurisdiction." The County is the Operating Jurisdiction.

### **IV. Maintenance**

The Coordinator shall be financed through the contract jurisdictions based on an annual assessment upon each Participating Jurisdiction. The annual assessment for Participating Jurisdictions shall be apportioned such that costs are distributed among the Participating Jurisdictions based on the percentage of their overall population. Their percentage of overall population will be their percentage of the annual budget for each budget year term. State grants will continue to be sought to provide training and training equipment for the EMS providers to the greatest extent possible.

#### **A. Budget Preparation**

The budget shall be prepared in accordance with the budget cycle of the Operating Jurisdiction by the Coordinator and recommended by the EMS/TC Council. The budget shall be approved by the governing bodies of the Participating Jurisdictions prior to implementation by the Operating Jurisdiction.

#### **B. Management**

The KCCOG will review the annual budget and any contract amendments for the Interlocal Cooperation Agreement at least once a year. The Participating Jurisdictions will receive a quarterly status report and appropriate financial reports from the Coordinator for their review.

#### **C. Payment Agreement**

Attachment "C" will serve as the annual payment agreement. It will serve only for the approved budget year term. Each Participating Jurisdiction will sign to their own payment agreement annually (See attachment "C").

### **V. Duration of Agreement/Termination**

This Interlocal Cooperation Agreement shall be effective when signed by the Participating Jurisdictions and shall continue indefinitely unless terminated by mutual agreement of the Participating Jurisdictions at the end of a budget year. Written notice must be given to the EMS/TC Council no later than the preceding November 1.

### **VI. Ownership of Property**

## INTERLOCAL COOPERATION AGREEMENT - 3

The property, acquired for the purpose of providing services under this agreement, and with fees from contract and Participating Jurisdictions, shall be and remain the joint property of the Participating Jurisdictions.

Existing property, owned or acquired by a former grant shall be reflected on an asset inventory and attached to this Interlocal Cooperation Agreement for the purposes of responsible management and use by all jurisdiction's EMS agencies. Ownership of existing property shall remain with that person or corporation holding legal title or claim. Property on loan for use or legally owned by outside agencies, shall be reflected on an asset inventory attached to this agreement.

### VII. Amendments

This agreement can be amended by unanimous approval of the governing bodies of the participating jurisdictions.

### VIII. Withdrawal

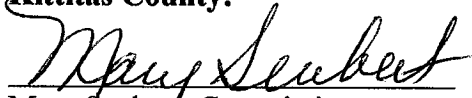
A Participating Jurisdiction may withdraw from this agreement effective December 31 of any year, provided written notice is given to the EMS/TC Council and a copy to the KCCOG no later than the preceding November 1. Upon withdrawal of this agreement, the withdrawn jurisdiction will no longer automatically benefit from the services provided by the Kittitas County Medical Program Director and the Coordinator of the Kittitas County EMS Division.

### IX. Dissolution


If this agreement is revoked or terminated, or if one of the Participating Jurisdictions withdraws, the joint property and assets of the Participating Jurisdictions shall be distributed among the Participating Jurisdictions as equally as possible, as determined by the KCCOG.

Dated this 26th day of December, 1995

**Kittitas County:**

  
Mary Seubert, Commissioner

**Approved as to Form:**

  
Prosecuting Attorney

**Kittitas County EMS & Trauma Care Council:**

  
Brad Smith, Chairperson

## Amendment II

### INTERLOCAL COOPERATION AGREEMENT BETWEEN KITTITAS COUNTY, CITY OF ELLENSBURG, CITY OF CLE ELUM, CITY OF ROSLYN, CITY OF KITTITAS, AND TOWN OF SOUTH CLE ELUM, OF WASHINGTON STATE AND THE KITTITAS COUNTY EMS & TRAUMA CARE COUNCIL PROVIDING FOR THE COORDINATION OF EMERGENCY MEDICAL SERVICES.

#### I. Purpose

This Amendment transfers existing jointly owned property to the Kittitas County EMS Division, which operates under the authority of the Kittitas County EMS and Trauma Care Council (Council), and authorizes the Council to dispose of surplus property at the end of said property's useful service life.

#### II. Amendment

Section VI of the Interlocal Cooperation Agreement is hereby amended to read:

##### Ownership of Property

Existing property and property acquired in the future for the purpose of providing services under this agreement, and with fees from contract and Participating Jurisdictions, shall become the property of the Kittitas County EMS Division and be under the authority of the Division's governing Board, the Kittitas County EMS and Trauma Care Council.

All property shall be reflected on an asset inventory maintained by the Kittitas County EMS Division for the purposes of responsible management and use by all jurisdictions' EMS agencies.

Ownership of all property shall remain with the Kittitas County EMS Division until such time the Council declares said property to be surplus property. Said surplus property shall be disposed of by sale, transfer of legal title or claim to a partnering government agency, other government agencies, nonprofit agencies, a recycle program or, for items with no salvage or other value, by disposal.

Agreed to and dated this 15<sup>th</sup> day of March, 2005.

##### Kittitas County

Board of Commissioners by:

Approved as to form by:

Perry D. Huston  
Perry Huston, Chairman

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Prosecuting Attorney

Kittitas County EMS/TC Council by:

Craig McKee  
Steven N. Reinke, Chairman  
Craig McKee, Vice Chairman

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“B”  
Kittitas County EMS Division  
**Administrative/Education Coordinator**  
**Support Services**

**Initial training of EMS Personnel - (First Responders, Emergency Medical Technicians, EMT-IV Technicians)**

- \* Coordinate courses
- \* Maintain training records
- \* Proctor exams
- \* Process paperwork for course completion and certification

**Continuing Medical Education - (First Responders, Emergency Medical Technicians, EMT-IV Technicians, and Paramedics)**

- \* Coordinate classes
- \* Track training records
- \* Proctor exams
- \* Process necessary paperwork (quizzes, practical exams, training records)

**Emergency Medical Service & Trauma Care Council - (sub-committees: training/education and quality assurance)**

- \* Secretary
- \* Treasurer (management of grant funds)
- \* Project coordinator
- \* Plan developer
- \* Representative for Regional EMS & Trauma Care Council, sub-committees and State meetings

**Medical Program Director (MPD) -**

- \* Administrative assistant
- \* Protocol and policy development and disbursement
- \* Quality assurance
- \* Service licensing
- \* Certification and recertification of EMS personnel
- \* EMS system development
- \* Liaison between MPD and state, region, local council, regional council, EMS agencies, and EMS personnel.

**Community -**

- \* Promote injury prevention (health fairs and demonstrations)
- \* Coordinate injury prevention classes