

**BOARD OF COUNTY COMMISSIONERS  
COUNTY OF KITTITAS  
STATE OF WASHINGTON**

**RESOLUTION  
NO. 2016- 051**

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

**WHEREAS**, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate for mutual advantage; and

**WHEREAS**, Kittitas County, through the Kittitas County Public Health Department (KCPHD), is charged with the preservation, promotion, and improvement of health in the County; and

**WHEREAS**, Kittitas County Fire District #2 needs support conducting assessments of community paramedic services; and

**WHEREAS**, KCPHD is willing and able to provide the necessary support; and

**WHEREAS**, the Parties agree that this support should be delivered in the manner detailed in the interlocal agreement, attached hereto and incorporated herein by reference.

**NOW THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Kittitas County, Washington, authorizes execution of an interlocal agreement with the Kittitas County Fire District #2 that is attached hereto, and incorporated herein by reference.

DATED this 5<sup>th</sup> day of April, 2016, at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS  
KITTITAS COUNTY, WASHINGTON

  
Chair

  
Vice-Chair

Vacant  
Commissioner



ATTEST

  
Clerk of the Board

**INTERLOCAL AGREEMENT BETWEEN  
KITITAS COUNTY AND KITITAS 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 an analysis of services provided to all paramedicine clients in order to catalogue intervention services, determine which intervention services were provided, and calculate return on investment costs by quantifying the number of services that resulted in avoided emergency care costs per patient. There will also be an additional evaluation of the patient’s use of the KVFR emergency transport system and KVH emergency room both prior to receiving paramedicine services and after conclusion of the service delivery. The County shall compile results and enter completed evaluation 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 evaluation results to be sent to KVFR as requested.

KVFR shall identify paramedicine program participants, provide interns to work with County personnel in the review and evaluation of KVFR patient records, labeling and quantifying of

identified intervention services. KVFR will provide the County with access to secure client databases and any additional guidance necessary to complete the work.

### **3. DURATION**

This Agreement shall commence on March 1, 2016 and expire on April 15, 2016. The contract will be for twenty hours of work over the duration of the six week period.

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

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


District Secretary

Date: 3/10/16

Dated: April 5, 2016

BOARD OF COUNTY COMMISSIONERS  
Kittitas County, Washington

  
\_\_\_\_\_  
Obie O'Brien, Chair

  
\_\_\_\_\_  
Paul Jewell, Vice Chair

  
\_\_\_\_\_  
Gary Berndt, Commissioner

  
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Gary Berndt, Commissioner



Julie Kjorsvik, Clerk of the Board

Date: 4/5/16