

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

RESOLUTION NO. 2025- 136

**A RESOLUTION TO AUTHORIZE EXECUTION OF AN INTERLOCAL
AGREEMENT BETWEEN KITTITAS COUNTY AND KITTITAS VALLEY
HEALTHCARE FOR EMERGENCY STORAGE OF VACCINES**

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington (“RCW”), provides for public agencies to enter into agreements for joint or cooperative action authorized under that chapter; and

WHEREAS, Kittitas Valley Healthcare (KVH) and the Kittitas County Public Health Department (KCPHD) wish to enter into this agreement for the emergency storage of vaccines; and

WHEREAS, in the event of an emergency due to concern of failure to maintain vaccine integrity due to power or equipment failure of KCPHD’s vaccine storage unit, KCPHD Communicable Disease Manager and or the acting Manager will contact the KVH Pharmacy Manager to coordinate transfer of KCPHD vaccines; and

WHEREAS, the KCPHD Communicable Disease Manager has responsibilities in notifying the KVH Pharmacy Manager, labeling vaccine inventory with KCPHD for identification, coordinate transport of vaccine that comply with KCPHD vaccine storage and handling protocols, provide a vaccine inventory report and temperature log sheets to KVH Pharmacy Manager, communicate daily with the KVH Pharmacy Manager on the status and anticipated vaccine retrieval time, and to coordinate access to retrieve the vaccines when equipment function has been restored; and

WHEREAS, the maximum storage time will not exceed 60 days; and

WHEREAS, it is in the best interest of the County to enter into this agreement with Kittitas Valley Healthcare, which is attached hereto and incorporated by reference.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, in the best interest of the public, does hereby authorize the Boards’ signature on an Interlocal Agreement between Kittitas County and Kittitas Valley Healthcare.

DATED this 15th day of July, 2025, at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON



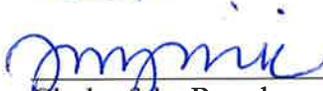
Chair

Vice-Chair

ABSENT

Commissioner





Clerk of the Board

APPROVED AS TO FORM

Prosecutor/Deputy Prosecutor

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT
AND KITTITAS VALLEY HEALTHCARE
FOR EMERGENCY STORAGE OF VACCINE
PHCD-002**

THIS AGREEMENT is made and entered into by and between Kittitas County, through the Kittitas County Public Health Department ("KCPHD") and Kittitas Valley Healthcare ("KVH") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**ARTICLE I
PURPOSE**

- 1.01 **PURPOSE.** The purpose of this agreement is for the parties to promote efficiency in providing health services to the citizens of Kittitas County by KVH providing emergency storage of KCPHD's vaccine in the event of power or equipment failure at the KCPHD facility.

**ARTICLE II
SERVICES BY KCPHD AND KVH**

- 2.01 Under the terms of this agreement, KCPHD agrees to provide the following services:
- A. In the event of an emergency due to concern of failure to maintain vaccine integrity due to power or equipment failure of KCPHD vaccine storage unit (s), KCPHD's Communicable Disease (CD) Manager, or acting Manager, shall:
 - a. Notify KVH pharmacy of KCPHD need for emergency storage of KCPHD vaccine;
 - b. Consult with KVH pharmacy manager for an agreed upon delivery time for KCPHD staff to transport vaccine to the KVH pharmacy;
 - c. Label KCPHD vaccine "KCPHD" on each vaccine box for ease in identification of KCPHD vaccine within KVH medication storage unit;
 - d. Assure transport of vaccine per KCPHD vaccine storage and handling protocols to ensure integrity of vaccine during transport to KVH;

- e. Provide the KVH pharmacy manager with a detailed inventory report (vaccine name, lot number, and number of doses) of transported doses of KCPHD vaccine into the KVH vaccine storage unit(s);
- f. Provide the KVH pharmacy manager with temperature log sheets for recording daily freezer and refrigeration temperatures;
- g. Communicate daily to the KVH pharmacy manager on the current status of KCPHD storage unit(s) for anticipated date of vaccine return to KCPHD; and
- h. Consult with KVH pharmacy manager for an agreed upon access time for retrieval of daily vaccine needs at KCPHD.

2.02 Under the terms of this agreement, KVH agrees to provide the following services:

- A. Provide refrigeration and freezer storage for KCPHD's vaccine within the KVH pharmacy's temperature monitored medication refrigeration and freezer storage units. KVH shall ensure that KCPHD vaccine is stored in accordance with the manufacturer's specifications and the guidelines as outlined in the "Guidelines for Vaccine Storage and Handling" and the "Provider Guidelines for Receipt of Publicly Supplied Vaccine" as found in Article VIII section 8.04.
- B. Allow KCPHD access to the vaccine for retrieval of needed vaccine for daily use until KCPHD vaccine storage unit(s) meet qualifications for proper storage temperatures.
- C. At least twice a day, KVH will record temperatures for any freezers or refrigerators used to store KCPHD vaccine. KVH will provide temperature monitoring logs to KCPHD on at least a monthly basis.

If temperatures are either too warm or too cold per the above guidelines, KVH will immediately report the storage incident to KCPHD as soon as possible and no more than one (1) working day of the storage incident.

ARTICLE III ADMINISTRATION

3.01 ADMINISTRATOR. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- A. The KCPHD representative shall be:

Kate Johnson, Communicable Disease Manager
Kittitas County Public Health Department
507 N. Nanum Street, Suite 102
Ellensburg, WA 98926
Phone: (509) 962-7515
Fax: (509) 962-7581
E-Mail: kate.johnson@co.kittitas.wa.us

B. The KVH representative shall be:
Nasser Basmeh, Pharmacy
Kittitas Valley Healthcare
603 S. Chestnut St.
Ellensburg, WA 98926
Phone: (509) 962-7420
E-Mail: nbasmeh@kvhealthcare.org

Rhonda Holden, CAO
Kittitas Valley Healthcare
603 S. Chestnut St.
Ellensburg, WA 98926
Phone: (509) 962-7320
E-Mail: rholden@kvhealthcare.org

ARTICLE IV DURATION AND RENEWAL OF AGREEMENT

4.01 **DURATION AND RENEWAL.** This Agreement shall be effective when executed by both parties and will be renewed every 2 years or earlier if information needs to be updated.

ARTICLE V COMPENSATION

5.01 **FINANCING.** Each party will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of this Agreement. No funds will be transferred, and no equipment will be purchased through this agreement. Nothing in this Agreement shall obligate either KCPHD or KVH to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among KCPHD and other agencies will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate authority. This Agreement does not

provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable policies and procedures.

ARTICLE VI PERFORMANCE OF AGREEMENT

KCPHD and KVH hereby jointly agree to the following:

- 6.01 **MAXIMUM STORAGE TIME:** Storage of KCPHD vaccine will not exceed 60-day duration per emergency event.
- 6.02 **CONFIDENTIALITY.**
- A. Definition. "Confidential Information" means information that is exempt from disclosure to the public or unauthorized persons under either Chapter 42.56 RCW or other applicable state or federal laws, including but not limited to information which has been determined to be confidential by the Health Insurance Portability and Accountability Act (HIPAA). Confidential Information includes, but is not limited to, Personal Information and Individually Identifiable Health Information.
- B. Use and Disclosure. Confidential Information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Both parties agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized person(s) Confidential Information gained by reason of this Agreement without the express written consent of the other agency or as provided by law.
- 6.03 **COMPLIANCE WITH ALL LAWS.** Each party shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.
- 6.04 **MAINTENANCE AND AUDIT OF RECORDS.** Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subjected to inspection, review and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents and other materials for the applicable retention period under federal and Washington law.
- 6.05 **TREATMENT OF ASSETS AND PROPERTY.** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

- 6.06 **IMPROPER INFLUENCE.** Each party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each party agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Agreement.
- 6.07 **CONFLICT OF INTEREST.** The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

ARTICLE VII INDEMNIFICATION

- 7.01 **INDEMNIFICATION.** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the parties by reason of entering into this contract except as expressly provided herein.

ARTICLE VIII DISPUTES

- 8.01 **TIME.** Time is of the essence of this Agreement
- 8.02 **GOVERNING LAW AND VENUE.** This Agreement shall be governed exclusively by the laws of the State of Washington. The Kittitas County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.
- 8.03 **ATTORNEY'S FEES.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, arbitration or proceeding.
- 8.04 **INCORPORATION BY REFERENCE.** The following items are hereby incorporated by reference into this Agreement:
- A. US Dept. of Health and Human Services: "Guidelines for Vaccine Storage and Handling"

B. Washington State Department of Health Immunization Program: Provider Guidelines for Receipt of Publicly Supplied Vaccine

**ARTICLE IX
TERMINATION**

9.01 **TERMINATION.** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination.

**ARTICLE X
GENERAL PROVISIONS**

10.01 **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.** This agreement can be reviewed and mutually amended in writing as needed by the board members of the participating parties. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10.02 **ASSIGNMENT.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

10.03 **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

10.04 **INDEPENDENT CAPACITY.** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

10.05 **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

10.06 FILING. Pursuant to RCW 39.34.040, This Agreement shall be filed with the Kittitas County Auditor or, alternatively, posted on the County's website.

IN WITNESS WHEREOF, the parties have executed this Agreement this

15th day of July, 2025.

APPROVED:

KITTITAS VALLEY HEALTHCARE



Signature of Signatory

Date: 8/1/2025

Jason Adler, CEO

Print Name of Signatory

APPROVED:

BOARD OF COUNTY COMMISSIONERS

KITTITAS COUNTY, WASHINGTON



Laura Osjadacz, Chairman



Cory Wright, Vice Chairman

ABSENT

Brett Wachsmith, Commissioner



Attest:

Julie Kjorsvik
Clerk of the Board

- Julie Kjorsvik
- Mandy Buchholz

Approved as to Form:

Deputy Prosecuting Attorney

Kittitas County Public Health Contract/Agreement Review Form



Today's Date:	06/26/2026		Legal Request #:	11682
Fund/Department:	116- Public Health		Agenda Date:	

Contract/Agreement Information

Contract/Agreement Agency: Kittitas Valley Hospital	
Contract/Agreement Title: Interlocal Agreement between KVH and KCPHD- Emergency Vaccine Storage	
Begin Date: Upon Signature	End Date: 07/15/2027
Total \$ Amount: None	Contract/Agreement #: PHCD-002
<p>Contract/Agreement Summary:</p> <p>The purpose of this agreement is for the parties to promote efficiency in providing health services to the citizens of Kittitas County by KVH providing emergency storage of KCPHD's vaccine in the event of power or equipment failure at the KCPHD facility.</p> <div style="text-align: center; margin-top: 20px;"> </div>	

Kittitas County Prosecutor and Auditor Review and Comment:

APPROVED AS TO FORM:

	7-1-25
Signature of Prosecutor's Office	Date
	7-2-25
Signature of Auditor's Office	Date

Budget Information

Revenue Code(s):	
Expense Code(s):	
<input type="checkbox"/> Agency is not suspended/disbarred	<input type="checkbox"/> Not Checked (reason)

Pass Through Information

Agency to Pass Through			
Amount to Pass Through		Expense Code:	
Sub-Contract Approved Date:			