

**INTERLOCAL COOPERATION AGREEMENT
PROVIDING FOR THE
ADMINISTRATIVE CLERICAL SUPPORT
TO THE
BENTON-FRANKLIN COUNTIES MEDICAL PROGRAM DIRECTOR**

This interlocal is entered into between the City of Kennewick, (Administrative Agency) a municipal corporation of the State of Washington, and Richland Fire Department (Signatory Agency). The scope of this Agreement is limited to providing the administrative clerical support for the emergency medical services Medical Program Director (MPD) for Benton and Franklin Counties.

WHEREAS, the Interlocal Cooperation Act, RCW 39.34, allows municipal corporations 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 to each community; and

WHEREAS, the parties are desirous to provide for the support of their emergency medical service personnel's required certifications and physician medical control through administrative services to the MPD provided by the Administrative Agency; 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 provide administrative services for the MPD to assure certification, physician medical control, and quality assurance of emergency medical services personnel of the signatory agencies and other private agencies as may contract for such services. Signatory agencies and contracted agencies employ certified emergency medical personnel and agree to pay a proportionate share of the cost of employing the Administrative Assistant to the MPD to provide administrative services necessary to maintain a certified emergency medical program.

II. ADMINISTRATION

The City of Kennewick City Manager, or designee, shall be responsible for overseeing the administration of this Agreement, private agency contracts and the annual budget.

III. MEMBERSHIP

- A. Signatory agencies are the participating public jurisdictions. Said agencies are the only parties to this Interlocal Cooperation Agreement. Similar services provided by this Agreement may be contracted by the Administrative Agency to private entities providing pre-hospital emergency medical services requiring oversight of the MPD.

- B. **Administrative Services.** The Administrative Agency will provide necessary administrative support services for the work of the MPD, such as accounting, clerical support, recordkeeping, and file maintenance. The scope of this support is limited to the clerical and administrative needs of the MPD in the performance of his/her duties under the requirement of Washington State law or governing locally adopted standards.
- C. **Contracting Agencies.** Private agencies that provide pre-hospital care or are associated with pre-hospital medical services requiring medical control oversight by the MPD may contract for MPD administrative support services with the Administrative Agency. *(Appendix A)*

IV. MAINTENANCE AND BUDGET

Administrative services to the MPD provided by the Administrative Agency will be funded through proceeds from an annual assessment upon each participating jurisdiction and contract agency. The annual assessment shall be apportioned such that costs are distributed among the participating jurisdictions and private contract agencies prorated upon the number of certified EMS personnel in their organization.

- A. **Annual Assessment.** The annual assessment shall be prepared in accord with the budget cycle of the Administrative Agency. Assessment amounts will be provided to the signatory agencies by September 1st of each year for the following year.
- B. **Management.** The Kennewick City Manager, or designee, will be responsible for delivery of services under this Agreement.
- C. **Basis for Payment.** Payments will be based upon the total number of certificate holders divided into the total actual cost of employing the Administrative Assistant to the MPD.
- D. **Billing.** The signatory agencies and private contract agencies will be billed annually in January, based upon the number of certificate holders employed on July 1st of the preceding year.

V. DURATION OF AGREEMENT/TERMINATION

This Agreement shall be effective when signed by the Signatory Agency and shall continue indefinitely unless terminated by the Administrative Agency or through withdrawal of the Signatory Agency (see Section VII. Withdrawal). The Administrative Agency may only terminate this Agreement at the end of a calendar year with six months written notice to the signatory agencies.

VI. AMENDMENTS

This Agreement can be amended by mutual agreement of the Administrative Agency and the signatory agencies.

VII. WITHDRAWAL

A signatory agency may withdraw from this Agreement effective December 31st of any year, provided written notice was given to the Administrative Agency by no later than the preceding October 1st.

VIII. DISSOLUTION

If this Agreement is revoked or terminated, any property or assets acquired by the Administrative Agency for services provided shall remain the property of the Administrative Agency.

DATED this 28th day of November, 2007.

CITY OF KENNEWICK

By Robert R. Hammond
ROBERT R. HAMMOND, City Manager

Attest:

Valerie J. Loffler
VALERIE J. LOFFLER, City Clerk

Approved as to Form:

Lisa Beaton
LISA BEATON, City Attorney

Cynthia D. Johnson 11-28/07
CYNTHIA D. JOHNSON, City Manager

Attest:

Debra C. Barham
DEBRA C. BARHAM, Chief Deputy City Clerk

Approved as to Form:

Thomas O. Lampson
THOMAS O. LAMPSON, City Attorney