

RESOLUTION NO. R- 2737

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND A CONTRACT WITH KING COUNTY TO PROVIDE EMERGENCY MEDICAL SERVICES WITHIN THE AREA SERVED BY THE GREATER KIRKLAND DEPARTMENT OF FIRE SERVICES.

WHEREAS, the voters of King County approved a six year regular property tax levy for support of emergency medical services pursuant to RCW 84.52.069; and

WHEREAS, King County desires to provide the basic life support services funded by said property tax levy by way of contracts with municipal fire departments and fire protection districts; and

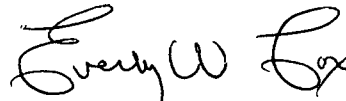
WHEREAS, King County and the City of Kirkland are both authorized to enter into such contracts, now, therefore,

BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. That certain contract, a copy of which is attached to the original of this resolution, between King County and the City of Kirkland, to provide financial support to the Greater Kirkland Department of Fire Services in carrying out its emergency medical service program, is hereby approved and the City Manager is hereby authorized and directed to sign said contract on behalf of the City of Kirkland.

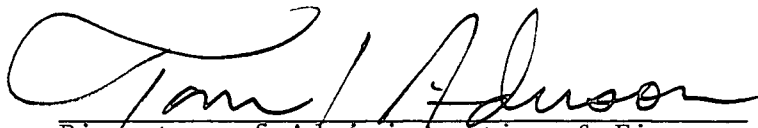
PASSED by majority vote of the Kirkland City Council in regular meeting on the 7th day of July, 1980.

SIGNED IN AUTHENTICATION THEREOF on the 7th day of July, 1980.



MAYOR pro tem

ATTEST:



Director of Administration & Finance
(ex officio City Clerk)

DEPARTMENT/DIVISION Emergency Medical Services
AGENCY City of Kirkland
PROJECT TITLE Basic Life Support
CONTRACT AMOUNT \$ 63,667.00 FUND CODE _____
CONTRACT PERIOD 01/01/80 TO 12/31/80

EMERGENCY MEDICAL SERVICES SERVICE CONTRACT

THIS CONTRACT, entered into this 16th day of June 1980,
between KING COUNTY, STATE OF WASHINGTON, hereinafter referred to
as the "COUNTY," and City of Kirkland
_____ postal address,
210 Main Street - Kirkland, WA 98033
hereinafter referred to as the "Agency."

WHEREAS, the voters of King County approved a six year regular
property tax levy for support of Emergency Medical Services pursuant
to RCW 84.52.069, and

WHEREAS, the County desires to have basic life support services provided
by municipal fire departments and fire protection districts,

NOW, THEREFORE, in consideration of payments, covenants, and agreements,
hereinafter mentioned, to be made and performed by the parties hereto,
the parties covenant and agree as follows:

I. Scope of Services

The Agency shall implement the project as set forth in the
following attached exhibits:

- Exhibit 1 -- Program Plan and Operating Budget
- Exhibit 2 -- Basic Life Support Service Standards
- Exhibit 3 -- Reporting Requirements
- Exhibit 4 -- Monthly Invoice

II. Duration of Contract

The performance of the Agency shall commence on the 1st day of
January, 1980, and shall terminate on the 31st
day of December, 1980. The duration of the Contract

may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of the Contract.

III. Compensation and Method of Payment

- A. The County shall reimburse the Agency for the services as specified in Section I an amount not to exceed \$63,667.00 payable in the following manner: Reimbursement shall be made to the Agency after receipt and approval of the appropriate invoices by King County from the Agency.
- B. The Agency shall submit an invoice executed in accordance with Exhibit 1 and 4 on but not later than fifteen (15) working days after the close of each calendar month. The County shall initiate authorization for payment after receipt of said invoice and approval of corrected invoice and reports and shall make payment to the Agency not more than thirty (30) days after said invoice is received by the Office of the Comptroller.
- C. In the event of a failure to comply with any terms or conditions of this Contract or to provide in any manner the work or services as agreed to herein, the County reserves the right to withhold any payment until the County is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the County's right to termination as provided in Section IX of this Contract.

IV. Operating Budget

The Agency shall apply the funds received from the County under this Contract in accordance with the attached budget, Exhibit 1. No line-item expense thereunder shall cause an excess expenditure for 10% of the budgeted line--item amount over the life of the Contract without the prior written consent of the County. Any request for a line-item expense which exceeds 10% of the budget amount shall specifically state the reasons for the requested increase and a justification for any corresponding decrease in other line-item(s).

V, Internal Control and Bonding

The Agency shall establish and maintain a system of internal control which complies with generally accepted accounting principals, in order to ensure the efficient and proper processing and use of Contract funds.

VI. Establishment and Maintenance of Records

A. The Agency shall maintain separate accounts and records, including personnel, property, financial, and program records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Contract and other such records as may be deemed necessary by the County to assure proper accounting of all project funds and compliance with this agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof, unless permission to destroy them is granted by the Office of the Archivist in accordance with R.C.W. Chapter 40.14.

C. It is further agreed by the parties that the Agency shall maintain the aforesaid books, records, documents, and other evidence at the following address: 210 Main Street -
Kirkland, WA 98033, and that the Agency shall not move said records, documents, and other evidence from the aforesaid address without the written consent of the County. Said consent will not unreasonably be withheld.

VII. Audits & Inspections

The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review or audit by the County and/or Federal/State officials so authorized by law during the performance of this Contract and seven (7) years after termination hereof.

VIII. Evaluation

The Agency agrees to cooperate with the County in the evaluation

of the Agency's project, and to make available all information required by any such evaluation process. The evaluation will be based on the application as approved and service standards, reporting requirements and operating budget as outlined in this Contract and attachments hereto. The results and records of said evaluations shall be maintained and disclosed in accordance with R.C.W. Chapter 42.17.

IX. Termination

- A. This Contract is subject to termination upon thirty (30) days' notice by the County should:
1. The Agency, in the opinion of the County, mismanages or makes improper use of Contract funds.
 2. The Agency fails to comply with the terms and conditions expressed herein or the regulations and directives of the Federal/State Government or County.
 3. Funds become no longer available from the funding sources.
 4. The Agency fails to provide work or services expressed by this Contract.
 5. The Agency fails to submit reports or submits incomplete or inaccurate reports in any material respect.
- B. Upon mutual agreement, either party may terminate this Contract without cause in writing upon thirty (30) days' notice.
- C. Otherwise, this Contract shall terminate on or before the date specified herein, and shall be subject to extension only by mutual agreement of both parties hereto in writing.
- D. The Agency will remit any unexpended balance of Contract funds advanced, upon termination of the Contract.
- E. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the Agency shall return to the County those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the Agency by the County.

X. Assignment/Subcontracting

- A. The Agency shall not assign any portion of this Contract without the written consent of the County, and it is further agreed that said consent must be sought in writing by the Agency not less than fifteen (15) days prior to the date of any proposed assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Contract and proper bidding procedures, where applicable, as set forth by the County, State, and/or Federal statutes, ordinances and guidelines.
- C. Any technical/professional service subcontract not listed in this Contract, which is to be charged to the Contract, must have express, advance, written approval by the County.

XI. Changes

Either party may request changes in the scope of services, performance or reporting standards to be performed or provided hereunder. Proposed changes, which are mutually agree upon, shall be incorporated by written amendments to this Contract.

XII. Funding Alternatives and Future Support

- A. Future support of the activity contracted for herein beyond the termination date of this Contract is contingent upon future appropriations by the King County Council, on the annual review by the King County Emergency Medical Services Review Committee of the Agency's application for such support.

XIII. Hold Harmless and Indemnification

- A. The Agency shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims and losses whatsoever occurring or resulting from supplying work, services, materials or supplies in connection with the performance of this Contract.
- B. The Agency further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Contract.

C. The Agency agrees to protect and save King County, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind of character including the cost of defense thereof, arising in favor of the Agency's officers, employees, and agents or third parties on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the willful or negligent acts or omissions of the Agency and/or its agents, employees, subcontractors or representatives.

D. Without limiting the Agency's indemnification, it is agreed that the Agency shall maintain in force at all times during the performance of this Contract a policy or policies of insurance covering its operations.

1. The Agency shall obtain and maintain continuously public liability insurance with limits of liability not less than:

\$100,000 each person, personal injury

\$300,000 each occurrence, personal injury

\$100,000 each occurrence, property damage liability

or a combined single limit of \$300,000 each occurrence, personal injury and/or property damage liability. Such insurance shall include King County as an additional insured and shall not be reduced or cancelled without thirty (30) days written prior notice to the County. The Agency shall provide a certificate of insurance, or, upon written request of the County, a duplicate of the policy as evidence of the insurance protection afforded.

XIV. Non-Discrimination

A. General

1. During the performance of this agreement, neither the Agency, nor any party subcontracting under authority of this agreement, shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital

status, age or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefits under this agreement. The Agency will comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations which prohibit such discrimination. These laws include, but are not limited to RCW 49.60, Title VI and VII of the Civil Rights Laws of 1964, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246 issued by the President of the United States, and Executive Order No. 2001-R issued by the County Executive.

2. The Agency will consult and cooperate fully with King County, the Washington State Human Rights Commission, the Equal Employment Opportunity Commission and other appropriate federal, state and local agencies in ensuring its full compliance with the laws against discrimination. The Agency will consult the King County Affirmative Action Office for information and technical assistance and/or for referral to other agencies for assistance.
3. In the event of non-compliance by the Agency with any of the non-discrimination provisions of this Contract, The County shall have the right, at its option, to cancel the Contract, in whole, or in part. If the Contract is cancelled after part performance, the County shall be obligated to pay the fair market value or the contract price, whichever is lower, for goods or services which have been received and approved by the County.

B. Employment

1. The Agency will not discriminate against any employee or applicant for employment due to race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental or physical handicap, in any employment practice including, but not limited to, hiring and firing, layoffs, upgrading, demotion or transfer, recruitment or recruitment

training or any other term or condition or practice of employment.

2. The Agency will give notice of its non-discrimination policy and obligation in all solicitations or advertisements for employees, and will send to each labor union or representative of workers with which it has a collective bargaining agreement or other understanding, a notice of the commitments under this section.
3. The Agency will comply with all applicable federal, state and local laws and regulations regarding non-discrimination in employment and will develop and implement such affirmative action plans and reporting procedures as may be required, including those required by King County.

C. Program and Services

The Agency, or any subcontracting authority under this agreement, agrees not to discriminate on the basis of race, color, national origin, religion, creed, sex, age, or the presence of any mental, physical, or sensory handicap in the access to or in the provision and administration of any program or activity under this Contract. "Discrimination" includes: (a) denial of services or benefits, (b) segregated, separate or different treatment or benefits, (c) utilization of administrative criteria or methods that have the effect of discriminatory treatment. This obligation includes taking affirmative steps to make programs and services available and accessible to the handicapped.

D. Affirmative Action Reporting

The Agency entering into a contract or agreement with King County valued at One Thousand Dollars or more shall complete a total personnel inventory employment profile providing minority, female and handicapped employment data. The employment profile form shall be on file with the Agency and be available for inspection by the County.

E. Subcontracts and Purchases

The agency will include this Section XIV in every subcontract or purchase order for goods or services which are the subject matter of this Contract.

XV. Conflict of Interest

A. Interest of Members of County and Agency:

No officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, or any other person who exercises any functions or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this Contract; and the Agency shall take appropriate steps to insure compliance.

B. The Agency agrees that it will incorporate into every contract required to be in writing the following provisions:

Interest of Contractor and Employees. The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the program, has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or his employees must be disclosed to the Agency and the County, per King County Ordinance No. 2294.

XVI. Political Activity Prohibited

None of the funds, materials, property of service provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

XVII. Equipment Purchase, Maintenance and Ownership

- A. The Agency agrees that any equipment purchased in whole or in part with Contract funds is upon its purchase or receipt the property of the Agency and shall be used for the purpose set forth in this Contract.
- B. The Agency shall be responsible for all such property, including the proper care and maintenance of the equipment.
- C. The Agency shall establish and maintain inventory records and transaction documents (i.e., purchase requisitions, packing slips, invoices and receipts) of equipment purchases with Contract Funds.

XVIII. Entire Contract

The parties agreed that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Contract. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provision of this Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in the day and year first herein above written.

COUNTY:

Signature

Name

Title

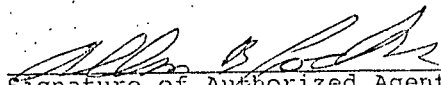
ATTEST:

County Administrative Officer

APPROVED AS TO FORM:

King County Prosecuting Attorney

AGENCY:



Signature of Authorized Agent

Allen B. Locke
Name

City Manager
Title

EXHIBIT 1

1980 PROGRAM PLAN

I. Identification Information

A. Name and number of Fire Protection District or Fire Department:
Greater Kirkland Department of Fire Services (Includes
 City of Kirkland and King County Fire District No. 41)

B. Name of Chief: Robert H. Ely

Mailing Address: 210 Main Street, Kirkland, Washington, 98033

Telephone No. 827 4606

C. Location; manned or unmanned status of all fire stations in your department or district; location of aid vehicles (use other side if necessary):

	<u>Address</u>	<u>Status</u>	<u>No. Aid Vehicles at Location*</u>	<u>No. and Type Fire Vehicles at Loc.</u>
1.	Station # <u>21</u> <u>210 Main St.</u>	Manned _____ Unmanned <u>x</u>	<u>(1)</u>	<u>(1) Engine</u>
2.	Station # <u>25</u> <u>12033 76th Place</u> <u>N.E.</u>	Manned _____ Unmanned <u>x</u>	<u>None</u> <u>Engine</u>	<u>(1) Engine</u> <u>Response</u>
3.	Station # <u>26</u> <u>12500 N.E.</u> <u>85th Street</u>	Manned <u>x</u> Unmanned _____	<u>(1)</u>	<u>(1) Engine</u> <u>(1) Rescue</u>
4.	Station # <u>27</u> <u>11210 N.E.</u> <u>132nd Street</u>	Manned <u>x</u> Unmanned _____	<u>(1) Aid</u> <u>(1) Disaster</u> <u>Supply Vehicle</u>	<u>(2) Engines</u>

* If there are no aid units at a location, list the type of unit which commonly responds to an EMS incident (e.g., command car, engine, rescue, etc.)

D. Agency Response Information

Number of fire suppression responses in 1979 (This includes service responses.)	<u>801</u>
Number of EMS aid responses in 1979	<u>1,244 (60.8% of total)</u>
Total number of responses in 1979	<u><u>2,045</u></u>

II. Demographic Information

A. Number of square miles encompassed in service area: 20

B. Population: 59,000

C. Name and location of sub-areas which may contain high daytime, non-residential populations, or special features which might increase the type or frequency of EMS calls:

1. Industrial areas:

Par-Mac Industrial Park, N.E. 116th & 120th N.E.

2. Shopping Centers/Business Districts:

Totem Lake Shopping Center, 124 N.E. & N.E. 124th
Central Business District, Lake Street & Kirkland Avenue
Houghton Shopping Center, N.E. 68th & 108th Avenue N.E.

3. Major Highways:

Interstate 405

4. Other: Water oriented incidents due to proximity of Lake Washington.

III. Relationships With Other EMS Agencies

A. Specify location of transfer points with paramedic provider groups if applicable:

N/A

B. What role do private ambulances play in providing EMS services in your area?

Provide some transportation in non life threatening incidents. Usually ambulance personnel are not involved in basic or advanced treatment of patients.

C. Identify and describe any problems affecting operations which your agency has had with other public or private EMS agencies.

None

IV. Personnel

A. Number of full-time paid firefighters 20, of which 18 are EMT's.

B. Number of volunteer firefighters 44, of which 28 are EMT's.

V. Budget

A. Estimated total fire suppression budget for 1980 \$ 663,718.00

B. Estimated total EMS budget for 1980 174,794.00

of which \$ 63,667.00 is provided by EMS Levy funds.

C. Total Fire Department or Fire District budget 1980 \$ 838,512.00

EXHIBIT 2

EMERGENCY MEDICAL SERVICES LEVY FUNDS

1980 PROPOSED BUDGET FORM - BASIC LIFE SUPPORT

Applicant Agency (Includes City of Kirkland & King County Fire District #41)
Greater Kirkland Department of Fire Services

Contact Person Dale Decker Title Assistant Director

Address 210 Main Street

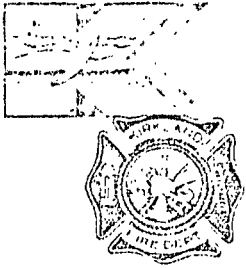
Kirkland, Wa. 98033 Phone 827 4606

<u>Budget Category</u>	<u>Amount Requested in 1980*</u>
A. <u>Personnel</u>	
1. Salaries & Benefits	\$ <u>63,667.00</u>
2. Per Shift Payments (List rate per shift)	<u> </u>
3. Per Call Payments (List rate per call)	<u> </u>
B. <u>Supplies</u> (itemize)	<u> </u>
C. <u>Equipment</u> (itemize)	<u> </u>
D. <u>Support Service</u> (itemize)	<u> </u>
E. Total EMS Levy Funds Requested in 1980	<u><u>\$63,667.00</u></u>

* Please list only total amount of requested funds by category on this page. Attach itemized list of proposed expenditures if you are requesting funds for supplies, equipment, or support services. Attach explanation of how requested funds for salary and benefits will be used.

EMERGENCY MEDICAL SERVICES LEVY FUNDS
ITEMIZED PROPOSED BUDGET FORM

Price	Description	Quantity	Item/Service	Budget Category



G R E A T E R K I R K L A N D
D E P A R T M E N T O F F I R E S E R V I C E S
210 MAIN STREET • 827-4606 • KIRKLAND, WASHINGTON 98033

ATTACHMENT "A" TO "EXHIBIT 2"

Greater Kirkland Department of Fire Services (Includes King County Fire District No. 41).

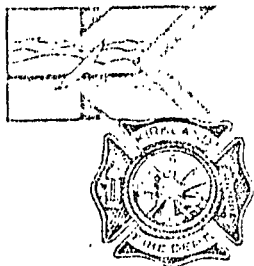
Budget Explanation:

A. Personnel:

1. Salaries and Benefits:

The cost of manning two (2) aid/ambulance units by career personnel, 13 hours per day seven days a week costs approximately \$102,384.00. In addition, volunteer personnel man the stations eleven hours per day and are paid on a point basis adding approximately \$17,000.00 more to the cost of salaries and benefits.

It is requested that the King County Emergency Medical Levy Funds provide \$63,667.00 of this total expenditure.



G R E A T E R K I R K L A N D
D E P A R T M E N T O F F I R E S E R V I C E S
210 MAIN STREET • 827-4606 • KIRKLAND, WASHINGTON 98033

May 9, 1980

Judith Pierce, Manager
Emergency Medical Services Division
508 Smith Tower Building
Seattle, Washington 98104

Dear Judy:

With reference to your letter of April 29, 1980 we are sending you a copy of our "Contract For Fire Protection Service", which is an agreement between the City of Kirkland and King County Fire Protection District No. 41.

Yours truly,

Dale L. Decker
Assistant Director

DLD/lm
Encl.:

RECEIVED

MAY 19 1980

KING COUNTY DIVISION
OF
EMERGENCY MEDICAL SERVICES

RECEIVED

MAY 12 1980

KING COUNTY DIVISION
OF
EMERGENCY MEDICAL SERVICES

Exhibit 2

KING COUNTY EMERGENCY MEDICAL SERVICES SYSTEM

Basic Life Support Service

The following standards shall be complied with by the agency in order that the agency be eligible for basic life support services funded by King County. Failure to comply with these standards will be sufficient grounds for the termination of said funding. In the event of future changes in the basic life support service standards, each agency shall have the opportunity to review and comment on proposed changes before their adaptation.

I. Equipment

1. All vehicles used to deliver emergency medical services and supported by King County funds must meet vehicle standards as established by the Washington State Department of Social and Health Services pursuant to RCW 18.73, and WAC 248-17-010 to 248-17-240.
2. Medical equipment used by personnel supported by King County funds must meet appropriate federal, state, or county standards. ANY EQUIPMENT PURCHASED WITH KING COUNTY FUNDS IN EXCESS OF \$100 AND NOT SPECIFIED IN EXHIBIT 1, MUST BE APPROVED BY THE MANAGER OF THE KING COUNTY EMERGENCY MEDICAL SERVICES DIVISION.

II. Certification

Emergency medical personnel, supported directly or indirectly by King County funds, must have attained valid certification as Emergency Medical Technician as defined by RCW 18.73.110. Personnel shall have proof of such certification on their person at all times while on duty.

III. Response Time

Each agency providing aid car/first response service within a paramedic service area shall maintain an average annual response time, as measured from receipt of call by dispatcher to arrival of unit at scene, that does not exceed five minutes.

Agencies providing aid car/first response service outside paramedic service areas shall maintain an average annual response time, as measured from receipt of call to dispatcher to arrival of unit at scene, that does not exceed six minutes.

IV. First Response Mutual Aid Agreements

Each public agency providing basic life support services in the paramedic service area must have written first response mutual aid agreements or similar arrangements in effect.

Exhibit 3

REPORTING REQUIREMENTS

Reports

A. Medical Incident Reports

The agency shall use the King County Medical Incident Report form to report each incident in which an emergency medical service vehicle is dispatched. All report forms must be completed and sent to the King County Division of Emergency Medical Services within ten (10) days of the end of each month.

B. Final Reports

Annual Narrative Report - The narrative report will include:

- 1) A description of program activities and results
- 2) Identification of problem areas and corrective actions taken
- 3) Anticipated needs for the upcoming year, and anticipated changes in service patterns. Indicate these needs or changes for each of the following categories with some indication as to relative priority of each:
 - a. communication
 - b. training
 - c. transportation
 - d. service
 - e. linkages with other EMS agencies

EMERGENCY MEDICAL SERVICES

MONTHLY INVOICE AND BUDGET SUMMARY

District: _____

Date of Invoice: _____

Invoice Number: _____

Budget Category*	Item	Unit Price	Quan.	Total Expenditure

I certify that the materials have been furnished, the services rendered or the work performed as described herein and that the claim is a just, due and unpaid obligation against the County of King and that I am authorized to authenticate and certify to said claim.

Signature: _____ Title: _____ Date: _____

to include supplies, equipment, salaries and support services.