

RESOLUTION NO. R- 2815

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 20th day of April, 1981.

SIGNED IN AUTHENTICATION THEREOF on the 20th day of April, 1981.


MAYOR

ATTEST:


DIRECTOR OF ADMINISTRATION & FINANCE
(ex officio City Clerk)

DEPARTMENT/DIVISION King County Emergency Medical Services Division
AGENCY City of Kirkland
PROJECT TITLE Basic Life Support
CONTRACT AMOUNT \$ 63,667
CONTRACT PERIOD January 1, 1981 TO December 31, 1981

EMERGENCY MEDICAL SERVICES SERVICE CONTRACT

THIS CONTRACT, entered into this 1st day of January 1981,
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 County is funding Emergency Medical Services with
monies from the current expense fund, and

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 - Invoice Form

II. Duration of Contract

The performance of the Agency shall commence on the 1st day of January 1981 and shall terminate on the 31st day of December 1981. 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 , payable in the following manner:
Reimbursement shall be made to the Agency after receipt and approval of the appropriate vouchers by King County from the Agency.
- B. The Agency shall submit an invoice executed in accordance with Exhibit 1 and 4 not later than fifteen (15) working days after the close of each calendar month except December, wherein an invoice shall be submitted on but not later than five (5) working days after the close of the month.
- 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 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 VIII 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 budgeted amount shall specifically state the reasons for the requested increase and a justification for any corresponding decrease in other line-item(s).

V. 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.

VI. AUDITS AND 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.

VII. EVALUATION

- A. 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 performance 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.
- 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.

VIII. 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.

IX. 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.

X. 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 agreed upon, shall be incorporated by written amendments to this Contract.

XI. FUNDING ALTERNATIVES AND FUTURE SUPPORT

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.

XII. 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 assume responsibility for all liabilities that occur or arise in any way out of the performance of this contract by its agents, officers or employees only and to save and hold King County and County employees and officials harmless from all claims, causes of action, costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the Agency, its officers or employees arising out of the performance of or relating to this Contract.

- D. The County shall, at all times, be solely responsible and liable for the acts or the omissions of its employees and officials that occur or arise in any way out of the performance of this agreement by its agents, officials and employees only and to save and hold the Agency and the Agency's employees harmless from all claims, causes of action, costs, expenses, losses, and damages, including cost of defense, incurred as a result of any acts or omissions of the County, its officers and employees arising out of or relating to the performance of this Contract.
- E. 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, bodily injury
\$300,000 each occurrence, bodily injury
\$100,000 each occurrence, property damage liability or a combined single limit of \$300,000 each occurrence, bodily injury and/or property damage liability. Such insurance shall include King County as an additional insured to the extent of the above specified limits 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.

XIII. NON-DISCRIMINATION

The Agency shall comply with all applicable federal, state and local laws and regulations regarding non-discrimination in employment, program and services.

XIV. 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 Agency and Employees. The Agency 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 Agency 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 Agency 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 Agency or employees must be disclosed to the Agency and the County, per King County Ordinance No. 2294.

XV. 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.

XVI. 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. Any equipment purchased in whole or in part with funds provided pursuant to a contract executed between the parties for periods preceding January 1, 1980, are hereby assigned and transferred to the Agency, provided, that all such equipment shall continue to be used solely for the purposes set forth in said contracts.

B. The Agency shall be responsible for all such property, including the proper care and maintenance of the equipment.

XVII. 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 non-performance 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:

AGENCY:

Signature

Signature of Authorized Agent

Name

Name

Title

Title

ATTEST:

County Administrative Officer

APPROVED AS TO FORM:

King County Prosecuting Attorney