

RESOLUTION NO. R-2909

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 DURING THE CALENDAR YEAR 1982 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:

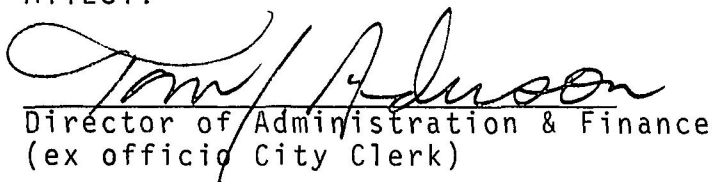
Section 1. That certain contract, a copy of which is attached to the original of this resolution between King County and the City of Kirkland to provide financial support to the Greater Kirkland Department of Fire Services in carrying out its emergency medical service program during the calendar year 1982 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 5th day of April, 1982.

Signed in authentication thereof on the 5th day of April, 1982.


MAYOR

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)



DEPARTMENT/DIVISION King Co. Emergency Medical Services Division
AGENCY City of Kirkland
PROJECT TITLE 1982 Basic Life Support Services
CONTRACT AMOUNT \$ 70,434
CONTRACT PERIOD January 1, 1982 TO December 31, 1982

EMERGENCY MEDICAL SERVICES SERVICE CONTRACT

THIS CONTRACT, entered into this First day of January 1982, between KING COUNTY, STATE OF WASHINGTON, hereinafter referred to as the "County," and the City of Kirkland, postal address 210 Main Street, Kirkland, Washington 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 - Emergency Medical Services Expenditure Guidelines
- Exhibit 3 - Basic Life Support Service Standards
- Exhibit 4 - Reporting Requirements
- Exhibit 5 - Sample Invoice Form

II. Duration of Contract

The performance of the Agency shall commence on the First day of January 1982 and shall terminate on the 31st day of December 1982. The duration of the Contract may be extended or terminated upon mutual written 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 \$ 70,434, payable in the following manner:
Reimbursement shall be made to the Agency after receipt and approval of the appropriate invoice by King County from the Agency.
- B. The Agency shall submit an invoice executed in accordance with Exhibit 1 and 5 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, mis-manages 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 or 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 agrees that any proceeds resulting from the sale of equipment purchased in whole or in part with funds received under this Contract shall be used for the provision of emergency medical services, as set forth in this Contract.
- C. The Agency shall be responsible for all such property, including the proper care and maintenance of the equipment.

XVII. ENTIRE CONTRACT

The parties agree 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:

Randy Revelle
Signature

Allen B. Locke
Signature of Authorized Agent

RANDY REVELLE
Name

Allen B. Locke
Name

KING COUNTY EXECUTIVE
Title

City Manager
Title

APR 27 1982
Date

April 6, 1982
Date

ATTEST:

Laura B. Brekke
Laura B. Brekke, Acting
County Administrative Officer

APPROVED AS TO FORM:

Per Letter of Robert Stier
King County Prosecuting Attorney

1982 Program Plan and Proposed Budget

I. Identification Information

A. Name and number of Fire Protection District or Fire Department:

Greater Kirkland Department of Fire Services
(includes City of Kirkland & King County Fire District #41)

B. Name of Chief: Robert H. Ely

Mailing Address: 210 Main Street, Kirkland, Wa. 98033

Telephone No. 827-4606

C. Location; manned or unmanned status of all fire stations in your department or district; location of aid vehicles. Include the address of each station (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>22</u> <u>6602 108th Ave. NE</u>	Manned <u>X</u> Unmanned <u> </u>	<u>(1)</u>	<u>(1) Engine</u> <u>(1) Rescue vehicle</u>
2.	Station # <u>25</u> <u>12033 76 Pl. NE</u>	Manned <u> </u> Unmanned <u>X</u>	<u>Engine</u>	<u>(1) Engine</u>
3.	Station # <u>26</u> <u>12500 NE 85</u>	Manned <u> </u> Unmanned <u>X</u>	<u>(1)</u>	<u>(2) Engines</u>
4.	Station # <u>27</u> <u>11210 NE 132 St.</u>	Manned <u>X</u> Unmanned <u> </u>	<u>(1)</u>	<u>(1) Engine</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 1982 1981	<u>771</u>
Number of EMS aid responses in 1982 1981	<u>1378 (64.1% of total)</u>
Total number of responses in 1982 1981	<u><u>2149</u></u>

II. Demographic Information

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

B. Population: 62,000

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, NE 116th & 120th Ave. NE

2. Shopping Centers/Business Districts:

Totem Lake Shopping Center, 124th NE & NE 124th
Central Business District, Lake St. & Kirkland Ave.
Houghton Shopping Center, NE 68th & 108th NE

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

IV. Personnel

- A. Number of full-time paid firefighters 25, of which
24 are EMT's.
- B. Number of volunteer firefighters 46, of which
27 are EMT's.
- C. Number of personnel currently trained in defibrillation 1.
- D. Estimated number of EMT's requiring defibrillation training for 1982
0.

V. EMT Defibrillation Program

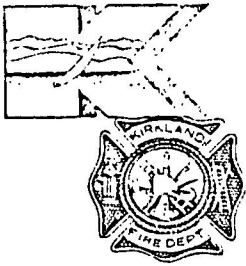
- A. Location of defibrillation equipment (address) None
- B. Number of ECG monitors (with defibrillators) None
- C. Do you intend to purchase additional defibrillators in 1982? If so,
how many? No
- D. Name of EMT Defibrillation coordinator None
telephone #

VI. Communications

- A. Please list the radio frequencies your department uses for both fire
and EMS response. (do not include HEAR or Med Com) 154.400
(Plan to install 154.205 for tactical frequency during 1982)

VII. Budget

- A. Estimated total fire suppression budget for 1982 \$ 922,611.00
- B. Estimated total EMS budget for 1982 \$ 346,995.00
of which \$ 70,434.00 is provided
by EMS funds.
- C. Total Fire Department or Fire District budget 1982 \$ 1,269,606.00



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"

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

Budget Explanation:

A. Personnel:

1. Salaries & Benefits:

The cost of manning two (2) aid/ambulance units by career personnel, 24 hours per day, seven days a week is approximately \$177,454.00. In addition, volunteer personnel man two stations nine hours per day and are paid on a point basis adding approximately \$23,268.00 more to the costs of salaries and benefits.

It is requested that the King County Emergency Medical Funds provide \$70,434.00 of this total expenditure.

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Exhibit 2

Emergency Medical Services Expenditure Guidelines for Basic Life Support

These funds shall be used only for the provision of emergency medical care of emergency medical services including related personnel costs, training for such personnel, and related equipment, supplies, vehicles, and structures needed for the provision of emergency medical care of emergency medical services (RCW 84.52.069). This provides a broad scope of potential uses for funds, but strictly requires these funds to be used only for emergency medical care of services, not for fire suppression equipment or activities. Eligible expenditures are listed below.

A. Personnel Costs

1. Salaries and Benefits

EMS funds may be used to pay the salaries and benefits, or a portion thereof, for firefighter/emergency medical technician (EMT) personnel who are regularly and normally assigned on a shift to provide emergency medical services as their primary responsibility.

2. Payments to Volunteers

EMS funds may be used to pay volunteer firefighter EMT's per shift payments or per call payments as provided below:

- a. Per shift payments to volunteers are eligible in proportion to the ratio of emergency medical service responses to fire responses for the fire department.
- b. Per call payments to volunteer firefighter/EMT's are eligible provided those responses are requests for emergency medical services.

B. Supplies

EMS funds may be used to purchase medical supplies necessary for the delivery of basic life support services (see Note below).

C. Equipment

EMS funds may be used for the purchase or lease of equipment used in the delivery of basic life support services including but not limited to, the following (see Note below).

- a. Equipment required for all ambulances and first aid vehicles pursuant to WAC 248.17;
- b. Equipment associated with the development or maintenance of emergency medical skills, such as CPR manikins, slide and/or tape productions and projection equipment;
- c. Communications equipment such as pagers and portable radios assigned to personnel with first response responsibility to medical emergencies;
- d. Communications equipment necessary to dispatching personnel to medical emergencies, provided that the amount of EMS funds expended may not exceed the ratio of emergency medical responses to all other responses dispatched;
- e. Vehicles meeting licensing requirements as ambulances pursuant to WAC 248.17 or as first aid vehicles equipped to transport.

D. Support Services

EMS funds may be used to provide support services necessary to the delivery of basic life support services. The following support services are eligible for funding (see Note below).

- a. Dispatching - EMS funds may be applied towards a portion of the costs of dispatching.
- b. Operating and maintenance costs for emergency medical equipment are eligible, including E.M.S. vehicles, cardiac monitors, blood pressure cuffs, suction units, etc.
- c. Continuing education costs associated with the certification or recertification of emergency medical technicians (EMT's).
- d. Maintenance of dispatch equipment such as base stations, consoles, antennas, etc.

Note: Where supplies, support services, and equipment may be used for both basic life support and fire suppression activities, only those costs directly attributable to the provision of emergency medical services may be considered as eligible expenditures of EMS funds. EMS funds may be applied toward a portion of these costs, provided that portion does not exceed the proportion of emergency medical responses to fire responses for the department.

All supply and equipment requests shall be reviewed as to their appropriate use in the King County EMS system.

Exhibit 3

Basic Life Support Service Standards

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 adaption.

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 4

Reporting Requirements for Basic Life Support Services

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.

The agency shall assign an individual to act as a liaison with the EMS Division to ensure data quality control.

B. Final Report

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

