

RESOLUTION NO. R 3216

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND THAT CERTAIN CONTRACT BETWEEN KING COUNTY AND THE CITY OF BELLEVUE AS LEAD AGENCY, AND THE CITIES OF KIRKLAND, ISSAQUAH, MERCER ISLAND AND REDMOND AND KING COUNTY FIRE PROTECTION DISTRICTS NOS. 10 AND 25 AS PARTICIPATING EMERGENCY MEDICAL SERVICE PROVIDERS WHICH CONTRACT PROVIDES FUNDING TO THE CITY OF BELLEVUE FOR THE PARAMEDIC SERVICES PERFORMED BY THE BELLEVUE PARAMEDIC PROVIDER GROUP.

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 have emergency medical services performed by the City of Bellevue as lead agency with such services basically provided by the Bellevue Paramedic Provider Group; and

Whereas, all of said agencies are 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, copy of which is attached to the original of this resolution, between King County and the City of Bellevue as lead agency with the cities of Kirkland, Issaquah, Mercer Island and Redmond, together with King County Fire Protection Districts Nos. 10 and 25, as "Participating Emergency Medical Service Providers" to provide financial support to the City of Bellevue and its "Bellevue Paramedic Provider Group" for paramedic services is, to the extent that it affects the City of Kirkland, approved, and the City Manager is hereby authorized and directed to sign said contract on behalf of the City of Kirkland as one of the participating emergency medical service providers.

Passed by majority vote of the Kirkland City Council in regular meeting on the 3rd day of September, 1985.

Signed in authentication thereof on the 3rd. day of
September, 1985.

Loris Cooper
MAYOR

ATTEST:

Janice Perry Deputy City Clerk/for
Director of Administration & Finance
(ex officio City Clerk)

DEPARTMENT/DIVISION King County Emergency Medical Services Division
 AGENCY Bellevue Paramedic Provider Group
 PROJECT TITLE 1985 Advanced Life Support Services
 CONTRACT PERIOD January 1, 1985 - December 31, 1985

EMERGENCY MEDICAL SERVICES SERVICE CONTRACT

THIS CONTRACT is entered into by KING COUNTY (the "County") and City of Bellevue (the "Agency") postal address, 666 Bellevue Way S.E., Bellevue, WA. 98004, and City of Kirkland, City of Issaquah, City of Mercer Island, City of Redmond, Fire Protection District #10, Fire Protection District #25 (Participating Emergency Medical Service (EMS) Providers).

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 84.25.069, and

WHEREAS, the County desires to have emergency medical services performed by the Agency and Participating Emergency Medical Service Providers as described within this Contract, and

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 provide services and comply with the requirements set forth hereinafter and in the following attached exhibits which are incorporated herein by reference:

- Exhibit 1 - Program Plan and Operating Budget
- Exhibit 2 - Paramedic Service Area Standards
- Exhibit 3 - Reporting Requirements and Expenditure Guidelines
- Exhibit 4 - Invoice Form
- Exhibit 5 - Annual Income and Expenditure Report

II. DURATION OF CONTRACT

The performance of the Agency shall commence on the first day of January, 1985, and terminate on the last day of December, 1985.

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 satisfactory completion of services as specified in Section I in an amount not to exceed \$910,132 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 and accompanying reports as specified in the attached exhibits on, but 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 ten (10) working days after the close of the month. In the event that the Agency does not submit its final invoice and all outstanding reports within ten (10) days of the date this contract terminates, as set forth above in Section II, the County will be relieved of all liability for payment of the amounts represented by such invoice. The County will initiate authorization for payment after receipt of said invoice and report and shall make payment to the Agency not more than thirty (30) days after said invoice is received by the County.

IV. OPERATING BUDGET

Where applicable, the Agency shall apply the funds received from the County under this Contract in accordance with the budget attached hereto as an exhibit. No line-item expense thereunder shall cause an excess expenditure of more than 10% of the budgeted line-item amount over the life of the Contract without the prior written consent of the County. Any request

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for a line-item expense which exceeds 10% of the budgeted amount shall include supporting documents necessary to explain fully the nature and purpose of the request.

V. INTERNAL CONTROL AND ACCOUNTING SYSTEM

A. The Agency shall establish and maintain a system of accounting and accompanying internal control which complies with applicable generally accepted accounting principles and governmental accounting and financial reporting standards.

VI. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- A. The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records and other records such as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this contract.
- B. These records shall be maintained for a period of 7 years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.
- C. The Agency shall inform the County of the location of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any change in location within ten (10) working days of any such relocation.

VII. AUDITS AND INSPECTIONS

- A. 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.
- B. The Agency shall provide right of access to its facilities, including those of any subcontractor, to the

County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided by this Contract. The County will give advance notice to the Agency in the case of fiscal audits to be conducted by the County.

VIII. 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

IX. CORRECTIVE ACTION

If the County determines that a breach of the contract has occurred, that the Agency has failed to comply with any terms or conditions of this contract, or has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- 1) The County will notify the Agency in writing of the nature of the breach;
- 2) The Agency shall respond in writing within 3 business days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the contract into compliance, which date shall not be more than 10 days from the date of the Agency's response;
- 3) The County will notify the Agency in writing of the County's determination as to the sufficiency of the Agency's corrective action plan. The determination of the sufficiency of the Agency's corrective action plan will be at the sole discretion of the County;

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- 4) In the event that the Agency does not respond within the appropriate time with a corrective action plan, or the Agency's corrective action plan is determined by the County to be insufficient the County may commence termination of this contract in whole or in part pursuant Section XI(B);
- 5) In addition, the County may withhold any payment owed the Agency or prohibit the Agency from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- 6) Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section XI, Subsections A, C, D, E, and F.

X. ASSIGNMENT/SUBCONTRACTING

- A. The Agency shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Agency not less than 15 days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Agency and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this Contract, or (ii) supplies.
- 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. TERMINATION

- A. This Contract may be terminated without cause, in whole or in part, prior to the date specified above in Section II, by either party providing the other 30 days' advance written notice of the termination.

- B. The County may terminate this Contract, in whole or in part, upon 7 days advance written notice in the event:
- 1) the Agency substantially breaches any duty, obligation, or service required pursuant to this Contract, or
 - 2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to Subsection XI(B)(1), the Agency shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Agency shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Agency by the County.

- C. The County may terminate this Contract in whole or in part if expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II.

If the Contract is terminated as provided in this subsection; 1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and 2) the Agency shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination, upon written notification by the County to the Agency.

- D. The Agency may terminate this Contract upon 7 days' written notice, should the County commit any material breach of contract.
- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms

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and conditions set forth in this Contract are breached by the other party.

XII. FUNDING ALTERNATIVES AND FUTURE SUPPORT

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of activity contracted herein except as expressly set forth in this Contract.

XIII. HOLD HARMLESS AND INDEMNIFICATION

- A. The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Agency, its employees or others by reason of this Contract. The Agency shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and losses whatsoever occurring or resulting from 1) the Agency's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Agency of work, services, materials or supplies by Agency employees or others in connection with the performance of this Contract.
- B. The Agency further agrees that it is financially responsible for and shall repay the County all, indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Agency, its officers, employees, agents or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to Section II or Section XI.
- C. The Agency shall protect, defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Agency, its officers, employees or agents.

The County will protect, defend, indemnify and save harmless the Agency, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the County, its officers, employees or agents.

- 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. The agency shall maintain continuously public liability insurance with limits of liability not less than: \$250,000 each person, personal injury, 500,000 each occurrence, personal injury and/or property damage liability.

Such insurance shall name King County as an additional insured and shall not be reduced or cancelled without 30 days' written prior notice to the County. Within 10 days of the commencement of this Contract, the Agency shall provide a certificate of insurance or, upon written request of the County a duplicate of the policy as evidence of insurance protection.

In addition, the Agency shall maintain or ensure that its professional employees or contractors maintain professional liability insurance in the event that services delivered pursuant to this Contract, either directly or indirectly, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$500,000 combined single limit per claim/aggregate.

Such insurance shall not be reduced or cancelled without 30 days' written prior notice to the County. Within 10 days of the commencement of this Contract, the Agency shall provide certificates of insurance or, upon written

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request of the County, duplicates of the policies as evidence of insurance protection.

If the Agency is a municipal corporation and is self-insured, a certification of self-insurance is attached hereto and incorporated by reference, and shall constitute compliance with this subsection XIII, D.

XIV. NON-DISCRIMINATION

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

XV. CONFLICT OF INTEREST

- A. The Agency covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the program funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Agency shall take appropriate steps to assure compliance with this provision.
- B. If the Agency violates the provisions of Subsection XV(A) or does not disclose other interests, required to be disclosed pursuant to King County Ordinance No. 2294, as amended, the County will not be liable for payment for services rendered pursuant to this Contract. Violation of this section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section XI(B)(1) above as well as any other right or remedy provided by this Contract or law.

XVI. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services 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.

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 purpose set forth in said Contracts.

- B. The Agency shall be responsible for all equipment purchased in whole or in part with funds received under this Contract, including proper care and maintenance of the equipment.
- C. The Agency agrees that 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.
- D. The Agency shall not assign any equipment purchased in whole or in part with Contract funds to any other entity without the written consent of the County. In the event that the Agency ceases to perform the services which are the subject of this Contract, disincorporates, dissolves or in any manner ceases to provide services pursuant to this Contract, any equipment purchased in whole or in part with Contract funds shall not be assigned, leased, subleased, sold, donated or in any other manner disposed of without the prior written consent of the County unless otherwise provided by law.

XVIII. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be:

- 1) in writing; and

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2) directed to the chief executive officer of the Agency and the Director/Manager of the County Department/Division specified on page 1 of this Contract.

Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XIX. PROPRIETARY RIGHTS

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from work described herein, all rights accruing from such material or article shall be the sole property of the Agency. The Agency agrees to and does hereby grant to the County, irrevocable, nonexclusive and royalty-free license to use, according to law, any material or article and use any method that may be developed as a part of the work under the Contract. The foregoing license shall not apply to existing training materials, consulting aids, checklists and other materials and documents of the Agency which are modified for use in the Contract.

XX. CHANGES

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XXI. ENTIRE CONTRACT/WAIVER OF DEFAULT

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. Both parties recognize that time is of the essence in their performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such through written approval by the County, which shall be attached to the original 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

BANDY REVELLE
Name

Name

KING COUNTY EXECUTIVE
Title

Title

Date

Date

ATTEST:

Participating Emergency Medical Services Providers:

LAURINE BREKKE
Director
Department of Executive Administration

Jim Loso 7-3-85
Signature Date

Name Jim Loso
Title Chairman of the Board

Approved as to Form:

Agency FIRE DISTRICT #25

Deputy County Prosecuting Attorney
for
NORM MALENG
King County Prosecuting Attorney

Richard L. ... Date
Signature
Name Richard L. ...
Title Chairman
Agency FIRE DISTRICT # 10

Revised
1/85

L.D. Rose 7/26/85
Signature Date

Name Lawrence D. Rose
Title City Manager
Agency CITY OF MERCER ISLAND

Participating Emergency Medical Services Providers (Cont.):

A. J. Culver 8/21/85
 Signature Date
 Name A. J. Culver
 Title Mayor
 Agency CITY OF ISSAQUAH

 Signature Date
 Name _____
 Title _____
 Agency CITY OF KIRKLAND

Deeen Marchione 8/21/85
 Signature Date
 Name _____
 Title _____
 Agency CITY OF REDMOND

APPROVED AS TO FORM:

BY [Signature]
 CITY ATTORNEY