



CONTRACT FACE SHEET

Document Type: Claim Interlocal Agmt
 Collective Bargaining Agmt Latecomer Agreement
 Connection Charge Agmt MOU
 Contract ROW Use Agmt
 Franchise Agreement Settlement Agmt
 Grant Agmt

Relationship to Original: Amendment MOU
 Cancellation New
 Change Order Release
 Correspondence Renewal
 Initial Retainage
 Lien Working

*Vendor Name: Seattle KC Dept of Public Health/EMS

*JDE PO Number: 910447.000

*Original's Effective Date: 01.01.2009

*Amendment's Effective Date: /

*Termination Date: 12.31.2013

*Clerk's Receiving Number: 44512 (City Clerk's Office will enter)

Original's Receiving Number: /

Bid/RFP/RFQ/ITQ Number: /

Ordinance Number: 58129 04.20.2009

Resolution Number: /

CIP Number: /

Project Description: 2009-2013 Basic Life Support Services

KC Recording Number: /

Vendor or Parcel Number: 40298

File Location: 09.459

• Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

DEPT: FD

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King County Contract No. D39196D
 Federal Taxpayer ID No. _____

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KING COUNTY CONTRACT FOR Basic Life Support Services

Department Division	Seattle-King County Dept. of Public Health (a.k.a. Public Health – Seattle & King County)/Emergency Medical Services	
Contractor	City of Bellevue	
Project Title	Basic Life Support Services	
Contract Period	Start date: January 1, 2009	End date: December 31, 2013

THIS CONTRACT is entered into by KING COUNTY (the "County"), and City of Bellevue (the "Contractor"), whose address is PO Box 90012, Bellevue, WA 98009-9012.

WHEREAS, the County has been advised that the following are the current funding sources, funding levels and effective dates:

FUNDING SOURCE	FUNDING LEVELS	EFFECTIVE DATES
REAL PROPERTY TAXES-CURRENT	\$1,986,860.00	1/1/2009 to 12/31/2009
	To be determined	1/1/2010 to 12/31/2010
	To be determined	1/1/2011 to 12/31/2011
	To be determined	1/1/2012 to 12/31/2012
	To be determined	1/1/2013 to 12/31/2013

and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract, and as authorized by the Annual Budgets of the Contract Period.

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

I. Incorporation of Exhibits

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

- Exhibit A: Scope of Work
- Exhibit B: Budget
- Exhibit C: Invoice
- Exhibit D: Mission, Method, and Expectations
- Exhibit E: Certificate of Insurance and Additional Insured Endorsement

II. Term and Termination

- A. This Contract shall commence on January 1, 2009, and shall terminate on December 31, 2013, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

- B. This Contract may be terminated by the either party without cause, in whole or in part, prior to the date specified in Subsection II.A. above, by providing the other party thirty (30) days advance written notice of the termination.
- C. The County may terminate this Contract, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Contractor materially 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 this Subsection II.C. (1), the Contractor 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 Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection II.A., the County may, upon written notification to the Contractor, terminate this Contract in whole or in part.

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 Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

- E. The Contractor may terminate this Contract upon seven (7) days written notice, should the County commit any material breach of this Contract.
- F. 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, and conditions set forth in this Contract are breached by the other party.

III. Compensation and Method of Payment

- A. The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract, payable in the following manner:
Upon receipt and approval of a signed invoice as set forth in Exhibit C that complies with the budget in Exhibit B. The Contractor may bill up to the full amount of the annual amendment at any time during the specified amendment year if it can certify and document that its total expenditures have equaled or exceeded the full amount of the amendment.
- B. The Contractor shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County will initiate authorization for payment after approval of corrected invoices and reports. The County shall make payment to the Contractor not more than 45 days after a complete and accurate invoice is received.
- C. The Contractor shall submit its final invoice and all outstanding reports within 90 days of the date this Contract terminates. If the Contractor's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.
- D. When a budget is attached hereto as an exhibit, the Contractor shall apply the funds received from the County under this Contract in accordance with said budget. The contract may contain

separate budgets for separate program components. The Contractor shall request prior approval from the County for an amendment to this Contract when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Contract amount in any Contract budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment.

- E. If travel costs are contained in the attached budget, reimbursement of Contractor travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Contractor does not request government rates, the Contractor shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A.
 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Contractor shall always request government rates.
 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip.

IV. Internal Control and Accounting System

The Contractor shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards.

V. Debarment and Suspension Certification

Agencies receiving federal funds that are debarred, suspended, or proposed for debarment are excluded from contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a contractor that is debarred, suspended, or proposed for debarment. The Contractor agrees to notify King County in the event it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency. For more information on suspension and debarment, see Federal Acquisition Regulation 9.4.

VI. Maintenance of Records/Evaluations and Inspections

- A. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section XIV. below, the Contractor shall maintain the following:
1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
 2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit, at any mutually agreeable time, the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

- C. Except as provided in Section VII of this Contract, the records listed in A and B above shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.
- D. Medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.
- E. The Contractor shall provide right of access to its facilities—including those of any subcontractor assigned any portion of this Contract pursuant to Section XIII—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.
- F. The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six (6) years after termination hereof, unless a longer retention period is required by law.
- G. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- H. The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

VII. **Compliance with the Health Insurance Portability Accountability Act of 1996 (HIPAA)**

Terms used in this section shall have the same meaning as those terms in the Privacy Rule, 45 CFR Parts 160 and 164.

A. **Obligations and Activities of the Contractor**

1. The Contractor agrees not to use or disclose protected health information other than as permitted or required by law.
2. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required by CFR Title 45, Section 164, Subpart C.
3. The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of protected health information by the Contractor in violation of the requirements of this Contract.
4. The Contractor agrees to report to King County Public Health Compliance Office any use or disclosure of protected health information not allowed under this Contract, or security incident, within two (2) days of the Contractor's knowledge of such event.
5. The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Contractor

on behalf of King County, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

6. The Contractor agrees to make available protected health information in accordance with 45 CFR § 164.524.
7. The Contractor agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
8. The Contractor agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of King County, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining King County's compliance with the privacy rule.
9. The Contractor agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.

B. Permitted Uses and Disclosures by Business Associate

The Contractor may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, King County as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by King County or the minimum necessary policies and procedures of King County.

C. Effect of Termination

1. Except as provided in paragraph C.2. of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all protected health information received from King County, or created or received by the Contractor on behalf of King County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the protected health information.
2. In the event the Contractor determines that returning or destroying the protected health information is infeasible, the Contractor shall provide to King County notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the Contractor shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such protected health information.

VIII. Audits

- A. If the Contractor or subcontractor is a municipal entity or other government institution or jurisdiction, or is a non-profit organization as defined in OMB Circular A-133, and expends a total of \$500,000 or more in federal financial assistance and has received federal financial assistance from the County during its fiscal year, then the Contractor or subcontractor shall meet the respective A-133 requirements described in subsections VIII.B. and VIII.C.
- B. If the Contractor is a non-profit organization, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards); GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions; and OMB Circular A-133, as amended, and as applicable. The Contractor shall provide a copy of the audit report to each County division providing financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year. The Contractor shall provide to the County its response and corrective action plan for all findings and reportable conditions contained in its audit. When reference is made in its audit to a "Management Letter" or other correspondence made by the auditor, the Contractor shall provide

copies of those communications and the Contractor's response and corrective action plan. Submittal of these documents shall constitute compliance with subsection VIII.A.

- C. If the Contractor is a municipal entity or other government institution or jurisdiction, it shall submit to the County a copy of its annual report of examination/audit, conducted by the Washington State Auditor, within thirty (30) days of receipt, which submittal shall constitute compliance with subsection VIII.A.
- D. If the Contractor, for-profit or non-profit, receives in excess of \$100,000 in funds during its fiscal year from the County, it shall provide a fiscal year financial statement prepared by an independent Certified Public Accountant or Accounting Firm within six (6) months subsequent to the close of the Contractor's fiscal year.
- E. Additional audit or review requirements which may be imposed on the County will be passed on to the Contractor and the Contractor will be required to comply with any such requirements.

IX. **Corrective Action**

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor 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:

- A. The County will notify the Contractor in writing of the nature of the breach;
The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor'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 to Section II.C.;
- D. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section II. Subsections B, C, D, and E.

X. **Dispute Resolution**

- A. The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.
- B. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a non-binding determination. Each party shall timely appoint one member to the dispute board. Those members shall jointly appoint an additional member. Any costs of the dispute board shall be split evenly between the two parties. The dispute board shall timely review the facts, Contract terms and applicable law and rules, and make its determination. Provided that each party and the dispute board act in a timely manner, the parties

agree not to seek legal or equitable relief in the courts until the dispute board renders its determination. Thereafter, either party may seek legal or equitable relief in the courts.

XI. Hold Harmless and Indemnification

- A. In providing services under this Contract, the Contractor is an independent Contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Contractor, its employees, subcontractors and/or others by reason of this Contract. The Contractor shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract or the Termination section.
- C. The Contractor shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents in its performance or non-performance of its obligations under this Contract. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- D. The County shall defend, indemnify, and hold harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arise out of, or in any way result from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Contract. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

XII. Insurance Requirements

- A. By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees,

officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract.

B. Minimum Scope and Limits of Insurance

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Coverage shall be at least as broad as:

1. Commercial General Liability:

Insurance Services Office form number (CG 00 01 current edition or its equivalent) covering **COMMERCIAL GENERAL LIABILITY**.

Minimum Limit: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

2. Professional Liability:

Professional Liability, Errors, and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided.

Minimum Limit: \$1,000,000 per claim and in the aggregate.

3. Automobile Liability:

In the event that services delivered pursuant to this Contract require the use of a vehicle or involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the Contractor shall provide evidence of the appropriate automobile coverage.

Insurance Services Office form number (CA 00 01 current edition or its equivalent) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

Minimum Limit: \$1,000,000 combined single limit per accident for bodily injury and property damage.

4. Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.

Minimum Limit: Statutory requirements of the state of residency.

5. Stop Gap/Employers Liability:

Coverage shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

Minimum Limit: \$1,000,000

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

D. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

1. Liability Policies (Except Workers Compensation and Professional/Errors and Omissions)

- a. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. (CG 2010 11/85 or its equivalent)
- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its offices, officials, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

- a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the County.
- b. Each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of Contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

E. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by King County.

If, at any time, the foregoing policies shall fail to meet the above minimum requirements the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

F. Verification of Coverage

The Contractor shall furnish the County certificates of insurance and endorsements required by this Contract. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Municipal or State Contractor Provisions

If the Contractor is a Municipal Corporation or a Contractor of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

H. Insurance for Subcontractors

If the Contractor subcontracts any portion of this Contract pursuant to Section XIII, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

I. All Coverages and Requirements

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

XIII. Assignment/Subcontracting

- A. The Contractor 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 Contractor not less than fifteen (15) days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) *supplies*.
- C. The Contractor shall include Sections III.D, IV, V, VI, VII, VIII, XI, XII, XIV, XV, and XXI, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.
- D. The Contractor agrees to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract:
"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

XIV. Nondiscrimination

The Contractor shall comply with all applicable federal, state and local laws regarding discrimination.

XV. Nondiscrimination in Subcontracting Practices

- A. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE subcontractor participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or proposer for their M/WBE utilization or M/WBE status. The completion of County M/WBE forms which may be included in the Contract documents is not required. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities for M/WBEs to participate in all County contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age,

nationality, marital status, sexual orientation or the presence of any disability in an otherwise qualified disabled person.

- C. The Contractor shall maintain, until at least 12 months after completion of all work under this Contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as subcontractors and suppliers in this Contract and in its overall public and private business activities. The Contractor shall also maintain, until 12 months after completion of all work under this Contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate in this Contract. The Contractor shall make such documents available to the County for inspection and copying upon request. If this Contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract documents.
- D. King County encourages the Contractor to utilize small businesses, including Minority-owned and Women-owned Business Enterprises ("M/WBEs") in County contracts. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. Contact OMWBE office at (360) 753-9693 or on-line through the web site at www.wsdot.wa.gov/omwbe/.
- E. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract for which the Contractor may be subject to damages and sanctions provided for by Contract and by applicable law.

XVI. Conflict of Interest

- A. The Contractor agrees to comply with the provisions of KCC Chapter 3.04. Failure to comply with any requirement of KCC Chapter 3.04 shall be a material breach of this Contract, and may result in termination of this Contract pursuant to Section II and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Contractor agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any county contract for a period of two years.
- C. The Contractor acknowledges that for one year after leaving County employment, a former county employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a county action in which the former county employee participated during county employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XVII. Equipment Purchase, Maintenance, and Ownership

- A. The Contractor agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as a Contract budget item, is upon its purchase or receipt the property of the **County and/or federal/state government**.
- B. The Contractor shall be responsible for all such property, including the proper care and maintenance of the equipment.
- C. The Contractor shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

- D. The County will provide property tags so Contractor can mark property. The Contractor shall admit County staff to the Contractor's premises for the purpose of confirming property has been marked with County property tags. The Contractor shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment purchased with Contract funds.

XVIII. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

XIX. Political Activity Prohibited

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

XX. King County Recycled Product Procurement Policy

In accordance with King County Code 10.16, the Contractor shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract. In addition, the Contractor shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

XXI. Future Support

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

XXII. Entire Contract/Waiver of Default

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XXIII. Contract Amendments

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

XXIV. Notices

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Contractor and the project representative of the

County department specified on page one 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.

XV. Services Provided in Accordance with Law and Rule and Regulation

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

XXVI. Applicable Law

This contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

IN WITNESS HEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

City of Bellevue


King County Executive


Signature

4/30/09
Date

BRAD MIYAKE
NAME (Please type or print)

4-27-09
Date

Approved as to Form:
OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY
PHSKC Contract # D39196D - Basic Life Support Services



Exhibit A – SCOPE OF WORK

KING COUNTY EMERGENCY MEDICAL SERVICES

Basic Life Support Standards

Agencies shall comply with the following standards in order to be eligible for basic life support services funding from King County. Failure to comply with the standards adopted by King County pursuant to Chapter 2.26 of the King County Code or by the County Medical Program Director pursuant to Chapter 18.73 RCW, shall be sufficient grounds for notification, remediation, and possible termination of funding.

Review and modifications of BLS standards may be conducted on an annual basis. Proposed changes will be submitted to the Emergency Medical Services Advisory Committee and local provider agencies for advisory comment prior to implementation.

- I. **Personnel:** All emergency medical services personnel supported directly by King County funds must be certified as Emergency Medical Technicians as defined by RCW 18.73. Basic EMT training standards have been established by King County Emergency Medical Services.
- II. **Continuing Medical Education:** EMTs will remain certified as required by WAC 246-976. Continuing Education and proficiency standards will be set by King County Emergency Medical Services and the Medical Program Director. Agencies must report completion of education and skill proficiency updates to King County Emergency Medical Services in an agree upon summary format.
- III. **Medical Standards:** Each agency providing emergency medical services shall adhere to standards of medical care for the triage, treatment and transport of patient as authorized by the Medical Program Director pursuant to RCW 18.73 and 18.71, and Chapter 2.26 of the King County Code. Standards of medical care are delineated in the King County EMS training curriculum approved by the Washington State Department of Health, "Patient Care Guidelines for Basic Life Support", and in the 1996, 1997, 1998, 1999, and 2000 Competency Based Training (CBT) modules. Additional CBT modules will continue to be issued annually. CBT modules may also be offered by the EMS Division electronically via Internet access.
 - a. **Scope of Practice:** Evaluation and treatment activities by EMTs from provider agencies **not** described in the standards of medical care are deemed outside the scope of practice. Changes or additions to this scope of practice will be issued periodically by the Medical Program Director.
 - b. **Record Keeping and Record Submission:** The Medical Incident Report Form (MIRF) must be completed as soon as possible following an incident. These reports should then be submitted to King County Emergency Medical Services, either electronically or by mail, within 30 days from the date the incident occurred. Agencies will be responsible for retention of copies of the reports.

- c. **Transportation Policy:** Each provider will be responsible for developing a policy for the transport of patients from the incident scene to the treatment scene. Such policy should provide for transportation based upon determinants of transport need, including medical necessity, mitigating circumstances, and provider budget.

The decision to transport a patient seen by BLS personnel will be determined by the patient's medical condition as described in the Basic EMT core curriculum and any mitigating circumstances. The mode of transport will be consistent with the patient's medical condition and provide humane, efficient and expedient care. Transport destinations should be consistent with the State Trauma System Activation Guidelines.

- d. **King County Medical Quality Assurance/Quality Improvement Programs:** Each BLS provider will agree to participate in a King County Medical Quality Assurance/Quality Improvement program. This program will be developed by King County EMS Division, with the assistance of the EMS Advisory Committee and BLS providers. Elements of this program include: 1) run review by clerical and provider personnel to ensure completeness, 2) run review by a reviewer (local paramedic or personnel from within the organization for medical appropriateness and compliance with King County Emergency Medical Services standards, 3) case follow up and discussion conducted by the run review personnel, and 4) paramedic involvement in CBT Training.
- e. **Patient Confidentiality:** Information concerning the evaluation and treatment of a patient by BLS personnel in the performance of their duties is to be handled as confidential material, including patient name, medical history, incident location, or any other confidential information. Confidential medical information may not be released unless the patient or his/her court-appointed representative completes and signs an Authorization for Release of Information form.

IV. **Equipment**

- a. All vehicles used to deliver emergency medical services must meet vehicle standards as established by the Washington State Department of Health pursuant to RCW 18.73, unless waived by the State Department of Health Office of EMS Trauma Prevention Licensing.
- b. Medical equipment used by personnel supported funds must meet appropriate federal or state standards or county protocols.

V. **Mutual Aid Agreements:** Each public agency providing basic life support services shall have written mutual aid agreement or similar arrangements in effect.

VI. **Proposed Research and Evaluation Activities:** Any proposed clinical research or evaluation activities involving personnel, equipment or data supported directly or indirectly by King County funds must receive prior review and written

approval by the Medical Program Director and the King County Emergency Medical Services Division Manager and must be in compliance with State, County and local regulations and laws.

- VII. **Performance Indicators and Oversight:** In accordance with findings of the EMS Financial Planning Task Force, the EMS Division – with the assistance of the EMS Advisory Committee and the Financial Staff Team – shall develop mechanisms for improved performance oversight by the EMS system and elected officials. Performance indicators will be established and reviewed by King County EMS and reported by the EMS Division to each BLS agency and in public presentations. Mitigation activities will be initiated with local providers if needed.

Reports will be distributed to provider agencies on a regular basis. Standards for each provider will be monitored in the following major areas: total call volume, average response time for code red calls, percent of response times greater than or equal to 4, 6, 8, and 10 minutes, out-of-service times, number of transports and mode of transport. Additional performance indicators may be added, with the assistance of the EMS Advisory Committee and the Financial Staff Team.

- VIII. **Financial Indicators and Oversight:** In accordance with findings of the EMS Financial Planning Task Force, indicators shall be developed which improve financial oversight by the EMS system and elected officials. The EMS Division, in conjunction with the EMS Advisory Committee and the Financial Staff Team, shall develop reporting financial reporting measures that will include, but may not be limited to:
- a. Selection, development, and tracking of system costs.
 - b. A standard costing system for reporting dollar expenditures for BLS activities.
 - c. Funding allocation mechanism.

EMEGENCY MEDICAL SERVICES FUNDS
2009 PROPOSED BUDGET - BASIC LIFE SUPPORT SERVICES

Exhibit B
Contract # D39196D

Agency Name: City of Bellevue, Fire Department

Contact Person: Marty LaFave, Battalion Chief Title: EMS Commander

Address: P.O. Box 90012, Bellevue WA 98009-9012 Phone: (425)425-6982

BUDGET CATEGORY

	<u>Amount Requested for BLS</u>
Salaries & Benefits:	
EMT salaries	\$ 1,585,514.00
Other Salaries	_____
Overtime	_____
<i>Subtotal Salaries:</i>	\$ 1,585,514.00
<i>Subtotal Employee Benefits:</i>	\$ 401,346.00
<i>Subtotal Employee Salaries & Benefits:</i>	\$ 1,986,860.00
Other Costs:	
Medical Supplies & Equipment	_____
Office & Computer Supplies & Equipment	_____
Uniforms, Fire & Safety Supplies	_____
Dispatch	_____
Communications	_____
Vehicle Maintenance	_____
Facility Costs	_____
Training	_____
Misc.	_____
<i>Subtotal Other Costs:</i>	\$ -
<i>Total Operational Costs</i>	\$ 1,986,860.00
Capital Costs	_____
<i>Subtotal Capital Costs</i>	\$ -
<i>Subtotal Operational & Capital</i>	\$ 1,986,860.00
Reserves (saved or used):	_____
GRAND TOTAL:	\$ 1,986,860.00

Provider Signature

Date

Exhibit C
Basic Life Support Services Invoice Form

Fire District/Dept. or City _____ Contract # D39196D Invoice Date _____

Address _____ City _____ Zip Code _____

Budget Category *	Item	Expenditures	Expenditures To Date	Budget for Period	Balance Unexpended
Grand Total					

I, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor 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 _____

* Indicate supplies, equipment, salaries and support services.

EXHIBIT D

Mission, Method, and Expectations Public Health Program Activities Provided by Community Partners

A. Mission

- The overall mission of Public Health – Seattle & King County is to provide public health services that promote health and prevent disease to King County residents, in order to achieve and sustain healthy people and healthy communities.

B. Method

- One of the key methods that Public Health – Seattle & King County uses to support this mission and extend the reach of public health program activities is to engage in contractual partnerships with community based organizations. This partnering activity increases access to needed and mandated health services, and enables community partner agencies and the people they serve to benefit from service models that are informed by sound public health principles and practices. Community partner organizations, with the support of funds provided through this contractual relationship, extend Public Health's activities to promote population health, according to goals and outcomes determined under state and national performance standards.

C. Expectations

- Public Health expects that its community based contracting partners will perform contracted health services in accordance with the goals, performance measures, and accountability methods that are outlined in the program-specific exhibits that accompany this contract.
- Public Health will provide professional and technical assistance to community partner organization program staff in order to support the development and maintenance of strong and effective program services.
- Public Health and community partner organizations will collaborate in developing and performing program evaluation activities that will measure the effectiveness of program efforts, including efforts to measure the impact of program activities on the health status of residents of King County.

City of
Bellevue



Post Office Box 90012 • Bellevue, Washington • 98009 9012

EXHIBIT E

March 24, 2009

Public Health – Seattle & King County
Emergency Medical Services Division
401 5th Avenue, Suite 1200
Seattle, WA 98104

RE: City of Bellevue Letter of Self-Insurance
Advanced Life Support and Basic Life Support Agreements

To Whom It May Concern:

In compliance with the terms and conditions of the above-named agreements, please be advised that the City of Bellevue is a municipal corporation that fully self-insures its general, auto and professional liability loss exposures under the provisions of Chapter 48.62 Revised Code of Washington (RCW). The City of Bellevue is also a self-insured employer for workers' compensation claims.

Questions regarding the City's insurance program can be referred to the Risk Management Office at (425) 452-2746.

Sincerely,

Joanne Nicolai
Risk Manager

cc: Marty LaFave, Batt. Chief
Nuri Thobani

City Attorney's Office - Risk Management Division
(425) 452-2746 Fax (425) 452-7256
Located at 450 110th Ave. NE

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 5869

AN ORDINANCE authorizing execution of the 2009-2013 Emergency Medical Services Advanced Life Support and Basic Life Support contracts with King County in amounts of up to \$7,808,929 and \$1,986,860, respectively; and amending the 2009-2010 Equipment Rental Fund (ERF) budget to increase by \$1,414,477.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute the 2009-2013 Emergency Medical Services Advanced Life Support and Basic Life Support contracts with King County in amounts of up to \$7,808,929 and \$1,986,860, respectively; a copy of which contracts have been given Clerk's Receiving No. 44511 and 44512 respectively.

Section 2. The 2009-2010 Equipment Rental Fund appropriation adopted by Ordinance No. 5851 on December 1 2008 as previously amended is hereby further amended to increase the appropriation to said fund by \$1,414,477.

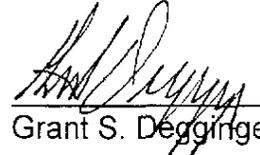
Section 3. If the actual revenue received from the anticipated sources specified in said contracts shall be more or less than the anticipated amount set forth herein, the appropriations to the Equipment Rental Fund and Project shall be adjusted to be equal to the amount actually received.

Section 4. The City Manager or his designee shall have the responsibility for the administration and expenditure of said monies and monies received pursuant to said contracts and shall have all authority necessary to enter into agreements regarding the use thereof.

Section 5. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

Passed by the City Council this 20th day of April, 2009
and signed in authentication of its passage this 20th day of April,
2009.

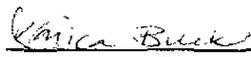
(SEAL)



Grant S. Degginger, Mayor

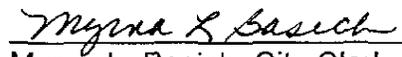
Approved as to form:

Lori M. Riordan, City Attorney



Monica A. Buck, Assistant City Attorney

Attest:



Myrna L. Basich, City Clerk

Published April 23, 2009

Ordinance 5869
page 2
item 8 (d)

Agenda

City Council

Regular Session

MONDAY
April 20, 2009

8:00 – 10:00 p.m.
Council Chambers (1E-126)

Page

1. Call to Order
2. Roll Call, Flag Salute
3. Communications: Written and Oral

Note: Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.

4. Reports of Community Council, Boards and Commissions
5. Report of the City Manager

- (a) Year-end 2008 Budget Monitoring Report

FIN 5-1
Jan Hawn

(For information and discussion.)

6. Council Business and New Initiatives
 - (a) Council approval of Transportation Commission Appointment *(no packet materials)*

City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance. Assisted Listening Devices are also available upon request.



City of Bellevue

		<u>Page</u>
7.	Approval of the Agenda	
8.	Consent Calendar	
	(a) Minutes of March 2, 2009 Study Session Minutes of March 2, 2009 Regular Session Minutes of March 9, 2009 Extended Study Session Minutes of March 16, 2009 Study Session Minutes of March 16, 2009 Regular Session	<u>8a-1</u>
	(b) Motion to approve payment of claims for the period April 4, 2009 through April 17, 2009 and payroll for the period March 16, 2009 through March 31, 2009.	FIN <u>8-1</u>
	(c) Resolution No. 7911 authorizing execution of a professional services contract with James Lee Witt Associates, part of Global Options Group, Inc., in an amount not to exceed \$113,460, for project management services to develop a comprehensive regional Structural Collapse Rescue Plan.	FIRE <u>8-3</u>
* *	(d) Ordinance No. 5869 authorizing execution of the 2009-2013 Emergency Medical Services Advanced Life Support (ALS) and Basic Life Support (BLS) contracts with King County in amounts of up to \$7,808,929 and \$1,986,860, respectively; and amending the 2009-2010 Equipment Rental Fund budget to increase by \$1,414,477.	FIRE <u>8-9</u>
	(e) Resolution No. 7912 authorizing execution of a contract with Braun Northwest, Inc., in an amount not to exceed \$529,554.51, to purchase three Advanced Life Support (ALS) medic units.	FIRE <u>8-15</u>
	(f) Resolution No. 7913 authorizing execution of a professional services agreement with Sahale, LLC, in an amount not to exceed \$96,890.12, to design and engineer two pedestrian bridges at the Bellevue Botanical Garden (P-AD-81).	PARK <u>8-21</u>

(This project was included in the voter-approved 2008 Parks and Natural Areas levy.)

		<u>Page</u>
(g)	Ordinance No. 5870 authorizing execution of a King Conservation District 2009 Membership Jurisdiction Grant agreement of up to \$89,000 for the Larsen Lake Riparian and Greenbelt Enhancement Project, amending the 2009-2010 General CIP Fund budget to increase by \$89,000 and amending the General CIP Plan to increase the project budget by \$89,000 (P-R-11).	PARK <u>8-27</u>
(h)	Motion to award Bid No. 8357 to Pacific Northwest Earthworks LLC, in the amount of \$27,089.00, as lowest responsive bidder, for roofing and finish work needed to complete the installation of two custom-built picnic shelters at the Crossroads Park Water Spray Playground (NEP-1). <i>(Council previously approved purchase and installation of the two customized picnic shelter frames in Resolution No. 7866 on January 5, 2009.)</i>	PARK <u>8-33</u>
(i)	Resolution No. 7914 authorizing approving an amended 2009-2020 Transportation Facilities Plan. <i>(Council adopted the 2009-2020 TFP by Resolution No. 7896 on March 23, 2009.)</i>	TRAN <u>8-39</u>
(j)	Resolution No. 7915 authorizing execution of an agreement to relinquish a water pipeline easement no longer required by the Water Utility at 12400 SE 38 th Street.	UTIL <u>8-45</u>
(k)	Resolution No. 7916 authorizing execution of an agreement to relinquish a water pipeline easement no longer required by the Water Utility at 14316 NE 16 th Place.	UTIL <u>8-51</u>
(l)	Resolution No. 7917 authorizing execution of an agreement to relinquish a storm drainage pipeline easement no longer required by the Storm and Surface Water Utility at 157 West Lake Sammamish Parkway SE.	UTIL <u>8-57</u>

9. Public Hearings

- (a) Coal Creek Park Natural Area Pre-annexation Zoning Hearing

PCD
Dan Stroh
Nicholas
Matz

9-1

(This is the first of two required public hearings to consider pre-annexation zoning for the Coal Creek Natural Area within Bellevue's potential annexation area. A future Council action will consider annexing this property to Bellevue.)

1. Staff Report
2. Motion to open public hearing
3. Receive public testimony

Note: Three-minute limit per person, or five minutes if representing the official position of a recognized community organization.

4. Motion to close public hearing
5. Council discussion
6. Motion to direct staff to schedule a second public hearing at least 30 days ahead on R-1 pre-annexation zoning for the Coal Creek Natural Area property.

10. Land Use

11. Other Ordinances, Resolutions and Motions

- (a) NPDES Phase II Municipal Stormwater Permit Requirements

UTIL
Denny
Vidmar
Phyllis
Varner

11-1

Motion to direct staff to prepare code revisions adopting the 2005 Ecology Manual stormwater standards for projects disturbing less than one acre, resulting in one citywide stormwater standard, to comply with the NPDES Phase II Municipal Stormwater Permit Requirements.

(Previously discussed with Council on March 23 and April 2, 2009.)

12. Unfinished Business
13. Continued Oral Communications
14. New Business
15. Executive Session
16. Adjournment

Page

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Ordinance No. 5869, authorizing execution of the 2009–2013 Emergency Medical Services Advanced Life Support (ALS) and Basic Life Support (BLS) contracts with King County and increasing the 2009-2010 Equipment Rental Fund (ERF) Budget to \$1,414,477.

FISCAL IMPACT

This ordinance authorizes the City to execute a five-year agreement with King County to fund the City's Medic One Advanced Life Support Services (ALS) and Basic Life Support (BLS) programs. Under these agreements, Bellevue will receive up to \$7,808,929 for Advanced Life Support Services and \$1,986,860 for Basic Life Support Services in 2009 from the King County EMS Levy. Bellevue receives this revenue on a reimbursement basis for actual costs incurred. The amount of ALS and BLS funding received from the EMS Levy is calculated annually. Adopting this ordinance will allow the City Manager to approve funding through 2013 within the terms of this agreement.

During the 2009-2010 budget process, the City Council approved operating funds for both ALS and BLS programs. As a result, approving these contracts has no fiscal impact to the General Fund. This ordinance amends the 2009-2010 Equipment Rental Fund (ERF) Budget approved by Council in Ordinance No. 5851 on December 1, 2008, by \$1,414,477. Amending the 2009-2010 ERF Budget is necessary to comply with new King County EMS fiscal policies adopted for the 2008-2013 Countywide EMS Levy. In prior years these funds were received on a reimbursement basis. Under the new fiscal policies for the 2008-2013 EMS Levy, separate funding was provided for capital equipment allowing the City to maintain its own replacement funds for ALS assets.

Approximately \$1,178,000 of this amount will be spent in 2009-2010. The remainder will be held in reserve for future replacement of the ALS capital assets.

STAFF CONTACT

Warren A Merritt, Deputy Chief	452-2016
Marty LaFave, Battalion Chief	452-6982
Fire Department	

POLICY CONSIDERATION

Should the City continue to participate in a Regional Emergency Medical Services program and authorize the execution of the 2009 – 2013 Emergency Medical Services Advanced Life Support (ALS) and Basic Life Support (BLS) contracts with King County and amending the 2009-2010 Equipment Rental Fund Budget and Ordinance No. 5851?

BACKGROUND

BLS services are provided by local Fire Department Firefighter/Emergency Medical Technicians (EMTs) and include emergency medical treatment such as care for victims of trauma, and may include wound care, splinting, extrication from vehicles, cardio-pulmonary resuscitation (CPR) and cardiac defibrillation. All Bellevue Firefighters are trained as EMTs.

ALS services, which are provided by Firefighter/Paramedics, are physician-level invasive procedures that include endotracheal intubation, intra-cardiac injections, administration of IV/drug therapy and cardiac defibrillation. Bellevue currently operates four full-time paramedic units under the King County EMS program. Bellevue's service area for paramedic services includes, Mercer Island and areas east of Bellevue to Snoqualmie Pass.

In 2007, the Council adopted Resolution No. 6544, endorsing the placement of the county-wide ballot proposition for funding Emergency Medical Services on the November 2007 County ballot. On November 6, 2007, King County voters overwhelmingly approved a six year levy of \$0.30 per \$1,000 assessed value (AV), thus providing funding for 2008 through 2013. The Levy allows for the continuation of standardized ALS care throughout the County and offsets some of the local costs associated with providing BLS services.

Due to the timing of the passage of the levy, the County entered into one-year contracts with providers for ALS and BLS services in 2008. The current ALS and BLS contracts under consideration are for five years and will encompass the remaining levy period through 2013.

In preparation for the November 2007 Countywide EMS Levy vote, the King County EMS Steering Committee updated the six year EMS financial plan to ensure that 100% of the ALS expenditures were covered by levy funding. As a result of this review, additional funding for capital equipment was allocated for program providers in the new levy.

As part of the 2008-2013 levy process, King County also approved new fiscal policies containing specific financial reporting and oversight elements for EMS levy funds. Highlights include an annual review of the financial policies by County Council, an annual audit including review of revenues, expenditures, inflation, population growth, call volume, labor agreements, and vehicle maintenance. Oversight also includes a millage reduction policy requiring property taxes received above forecast, under-expenditures, and unused contingency funds to be used to reduce the levy.

The new fiscal policies also require each ALS Agency to develop a capital plan for the replacement of their vehicles and capital equipment. In the past these funds were held by the County and paid to the City on a reimbursement basis or were included in the annual operating allocation. The amendment to the 2009 – 2010 ERF Budget will allow the City

to segregate EMS levy funding received for ALS asset replacement as required to maintain current service levels.

EFFECTIVE DATE

If approved by Council, the Ordinance will become effective April 29, 2009.

OPTIONS

1. Adopt Ordinance No. 5869, authorizing the execution of the 2009–2013 Emergency Medical Services Advanced Life Support (ALS) and Basic Life Support (BLS) contracts with King County and increasing the 2009-2010 Equipment Rental Fund Budget by \$1,414,477.
2. Do not adopt Ordinance No. 5869 and provide alternative direction to staff.

RECOMMENDATION

Adopt Ordinance No. 5869, authorizing the execution of the 2009–2013 Emergency Medical Services Advanced Life Support (ALS) and Basic Life Support (BLS) contracts with King County and increasing the 2009-2010 Equipment Rental Fund Budget by \$1,414,477.

MOTION

Move to adopt Ordinance No. 5869, authorizing the execution of the 2009–2013 Emergency Medical Services Advanced Life Support (ALS) and Basic Life Support (BLS) contracts with King County and increasing the 2009-2010 Equipment Rental Fund Budget by \$1,414,477.

ATTACHMENTS

Proposed Ordinance No. 5869

AVAILABLE IN COUNCIL OFFICE

Basic Life Support and Advanced Life Support contracts.

Tornow, Michael

From: Haugen, Charlee
Sent: Thursday, June 18, 2009 8:28 AM
To: Tornow, Michael
Subject: RE: ALS/BLS Contracts for Bellevue Fire - Medic One

So what's next?

Charlee

*CCO - PubRec Division
x4295*

*Explanation re why
we have no original
(see page 2 of emails)*

From: Tornow, Michael
Sent: Wednesday, June 17, 2009 7:09 AM
To: Haugen, Charlee
Subject: FW: ALS/BLS Contracts for Bellevue Fire - Medic One

Looks like no original available.

From: Thobani, Nuri
Sent: Wednesday, June 17, 2009 6:33 AM
To: Tornow, Michael
Cc: Martyn, Stacie L.
Subject: FW: ALS/BLS Contracts for Bellevue Fire - Medic One

Response from King county re original copy of contract below...



Nuri Thobani
**Senior Administrative Assistant
Bellevue Fire Department
EMS Division
450 110th Ave NE
Bellevue, WA 98004**

Tel: (425)452-7673
Fax: (425)452-5287

nthobani@bellevuewa.gov

"If you always do what you've always done, you'll always be what you've always been..."

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From: Brown, Jeffrey [mailto:Jeffrey.Brown@kingcounty.gov]
Sent: Tuesday, June 16, 2009 4:17 PM
To: Thobani, Nuri
Subject: RE: ALS/BLS Contracts for Bellevue Fire - Medic One

* * We mailed out your originals and we have to maintain an original set here. Unless your set shows up there or is returned here, we don't have another original set to mail out. Sorry.

JEFFREY BROWN | contract specialist ii
PUBLIC HEALTH - SEATTLE & KING COUNTY
401 fifth avenue | suite 1300
seattle, washington 98104
206.263.8744 (phone) | 206.296.0629 (fax)
ms: cnk-ph-1300
jeffrey.brown@kingcounty.gov

From: NThobani@bellevuewa.gov [mailto:NThobani@bellevuewa.gov]
Sent: Tuesday, June 16, 2009 3:54 PM
To: Brown, Jeffrey
Subject: RE: ALS/BLS Contracts for Bellevue Fire - Medic One

Thanks Jeff.
Will we not be able to get an original contract?



Nuri Thobani
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From: Brown, Jeffrey [mailto:Jeffrey.Brown@kingcounty.gov]
Sent: Tuesday, June 16, 2009 9:51 AM
To: Thobani, Nuri; Won, Mary
Subject: RE: ALS/BLS Contracts for Bellevue Fire - Medic One

OK, here you go.

JEFFREY BROWN | contract specialist ii
PUBLIC HEALTH - SEATTLE & KING COUNTY
401 fifth avenue | suite 1300
seattle, washington 98104
206.263.8744 (phone) | 206.296.0629 (fax)
ms: cnk-ph-1300
jeffrey.brown@kingcounty.gov

From: NThobani@bellevuewa.gov [mailto:NThobani@bellevuewa.gov]
Sent: Tuesday, June 16, 2009 6:40 AM
To: Brown, Jeffrey; Won, Mary
Subject: RE: ALS/BLS Contracts for Bellevue Fire - Medic One

Thanks Jeff:

I work for Marty LaFave and we have not seen the final signed copy yet. I checked in our contracting office and they have not seen it either. Would really appreciate receiving another copy.



Nuri Thobani
Senior Administrative Assistant
Bellevue Fire Department
EMS Division
450 110th Ave NE
Bellevue, WA 98004

Tel: (425)452-7673
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nthobani@bellevuewa.gov

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From: Brown, Jeffrey [mailto:Jeffrey.Brown@kingcounty.gov]
Sent: Monday, June 15, 2009 4:09 PM
To: Thobani, Nuri; Won, Mary
Subject: RE: ALS/BLS Contracts for Bellevue Fire - Medic One

I can resend an electronic version of each agreement. I think the hard copies were sent to Marty LaFave, so you may want to check there as well.

JEFFREY BROWN | contract specialist ii
PUBLIC HEALTH - SEATTLE & KING COUNTY
401 fifth avenue | suite 1300
seattle, washington 98104
206.263.8744 (phone) | 206.296.0629 (fax)
ms: cnk-ph-1300
jeffrey.brown@kingcounty.gov

From: NThobani@bellevuewa.gov [mailto:NThobani@bellevuewa.gov]
Sent: Monday, June 15, 2009 3:55 PM
To: Won, Mary; Brown, Jeffrey
Subject: RE: ALS/BLS Contracts for Bellevue Fire - Medic One

Thanks for checking Mary. I checked in our contracting office and they have not seen it either. Please send it to my attention and I will ensure everyone who needs it here gets it.

Regards.



Nuri Thobani
Senior Administrative Assistant
Bellevue Fire Department
EMS Division
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Bellevue, WA 98004

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From: Won, Mary [mailto:Mary.Won@kingcounty.gov]
Sent: Monday, June 15, 2009 3:48 PM
To: Brown, Jeffrey
Cc: Thobani, Nuri
Subject: FW: ALS/BLS Contracts for Bellevue Fire - Medic One

Can you please sent them another copy of their signed contract. They haven't receive it. It showed in upside that it got sent on 5/11.

Mary

From: NThobani@bellevuewa.gov [mailto:NThobani@bellevuewa.gov]
Sent: Monday, June 15, 2009 3:32 PM
To: Won, Mary
Subject: RE: ALS/BLS Contracts for Bellevue Fire - Medic One

We have not received here in the Fire Department. Can you please advise who you sent them to so I can follow up please?

Thanks.



Nuri Thobani
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Bellevue, WA 98004

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nthobani@bellevuewa.gov

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From: Won, Mary [mailto:Mary.Won@kingcounty.gov]
Sent: Monday, June 15, 2009 3:16 PM
To: Thobani, Nuri
Subject: RE: ALS/BLS Contracts for Bellevue Fire - Medic One

Both contract was fully signed and a signed contract was sent on 5/11.

From: NThobani@bellevuewa.gov [mailto:NThobani@bellevuewa.gov]
Sent: Monday, June 15, 2009 2:39 PM
To: Won, Mary
Subject: ALS/BLS Contracts for Bellevue Fire - Medic One

Hello Mary:

I wanted to followup on the status of our ALS/BLS Contracts as we have some invoices to submit and update our contract files with a signed copy of the contract.

Please advise when we can expect to get these back.

Thanks.



Nuri Thobani
Senior Administrative Assistant
Bellevue Fire Department
EMS Division
450 110th Ave NE
Bellevue, WA 98004

Tel: (425)452-7673
Fax: (425)452-5287

nthobani@bellevuewa.gov

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CR# 44512 Date: 06-19-09 Loc: 09.459 PO #: 910447000
ORD 5869

City of Bellevue
 Finance Department - Contracting Services
 450 110th Ave. NE. Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

<p>Contract Title: Basic Life Support (BLS) Services Contract</p> <p>Contract Description: Agreement with King County to Fund the City's Medic One BLS Service (EMS Levy)</p> <p>Total Contract Value: \$1,986,860.00 ✓</p> <p>This Amendment Value:</p>	<p>Department: Fire - 514</p> <p>Contract Manager: Battalion Chief Marty LaFav...</p> <p>Contract Type: Other</p> <p>Contract Form: Custom contract document</p> <p>Budget Expenditure: Revenue</p>
--	--

Vendor Information:

<p>Is this a new vendor? No</p> <p>Vendor Name: King County EMS</p> <p>JDE Vendor Number: 40298</p> <p>Is this vendor an independent contractor? Yes</p>	<p>Tax ID #:</p> <p>COB License #:</p> <p>UBI #: <u>578055920</u></p> <p>Contractor's License #:</p>
--	--

Contract Terms:

Original Effective Date: 01/01/2009 ✓ **End Date:** 12/31/2013 ✓ **Subject To:** No Renewal ✓

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? Yes Ordinance

Council Award Date: 4/20/2009 **Council Action:** ~~Resolution~~ **Legislative #:** 5869

Route:

	<u>In</u>	<u>Out</u>
Contracting Services: <u>Wad Brown</u>		<u>4/22</u>
Information Technology: <u>Not Required</u>		
Legal: <u>Tara Buck</u>	<u>4-22</u>	<u>4/23/09</u>
Insurance Reviewed By: <u>Wad Brown</u>		<u>4/22</u>
Department Director: <u>Wad Brown</u>	<u>4/9/09</u>	<u>4/9/09</u>
Contracting Services: <u>Wad Brown</u>	<u>6/17</u>	<u>6/18</u>
Return To: <u>Nuri Thobani, Sen. Admn Asst.</u>		
City Clerk's Office: <u>Chaugen</u>	<u>06-19-09</u>	<u>06-19-09</u>