

Interlocal Agreement between the Port of Seattle and King County for Emergency Medical Services

The Port of Seattle, a Washington municipal corporation (“Port”), and King County, a political subdivision of the State of Washington (“County”) agree as follows that the County shall provide emergency medical services. This Agreement is entered into this ___ day of _____, 2010.

I. Purpose of Agreement

Consistent with RCW 39.34.080, the purpose of this Agreement is to permit the Port and County to make the most efficient use of their powers and resources by enabling them to cooperate on a basis of mutual advantage, and take advantage of economies of scale and established systems in providing and obtaining services. This Agreement is designed to set forth the understanding, rights and responsibilities of the parties.

II. Powers/Legal Authorities

Pursuant to Chapter 53.56 RCW, the Legislature has impliedly authorized the Port to provide fire protection and emergency medical services. Pursuant to RCW 14.08.120(2), the Port is explicitly authorized by the Legislature to provide fire protection to the airport, including the right to contract with any private body or political subdivision of the state for the furnishing of such fire protection. Under RCW 14.08.120(8), the Port is also authorized to exercise all powers necessarily incidental to the exercise of the general and special powers granted in RCW 14.08.120. The provision of emergency medical services is incidental to the provision of fire protection to STIA.

Under RCW 14.08.200, “[a]ll powers, rights, and authority granted to any municipality in this chapter [14.08] may be exercised and enjoyed by two or more municipalities ... acting jointly, either within or outside the territorial limits of either or any of the municipalities ...”

Pursuant to RCW 36.32.470, the County is authorized by the Legislature to furnish “financial or other assistance” to any municipal corporation or political subdivision within the County “for the purpose of implementing fire protection, ambulance, medical or other emergency services.” The County is itself authorized under RCW 36.01.095 to establish a system of emergency medical services and under RCW 36.01.100 to establish a system of ambulance service.

As required under RCW 39.34.080, each party to this Agreement has legal authority to provide emergency medical services, and the County has specific legal authority to assist the Port in providing emergency services.

III. Objectives of Agreement

The objective of this Agreement is to set forth the understanding, rights and responsibilities of the parties with regard to the provision of emergency medical services to the Port in the area served by the Port’s Fire Department and provide second response to out-of-hospital medical emergencies.

IV. Scope of Services

The County shall provide advance life support or paramedic services to the Port in the area served by the Port's Fire Department and provide second response to out-of-hospital medical emergencies, including Multi and Mass Causality Incidents in accordance with the King County Washington Mutual Assistance and Interlocal Agreement dated January 1985, King County Multiple Causality Incident Plan and the Regional Mutual Aid and Interlocal Government Agreement.

The Port shall be responsible for supporting or maintaining a system of basic life support services and for providing first response to out-of-hospital medical emergencies.

V. Rights of Parties

A. Effective Date of Agreement.

The Effective Date of this Agreement shall be the date of execution on which the second party to sign has signed the Agreement.

B. Time for Performance.

Any work performed prior to the effective date of this Agreement, or continuing after the completion date of same, unless otherwise agreed upon in writing herein, will be outside this Agreement and will not be subject to its provisions.

C. Duration.

The duration of this Agreement shall be from the Effective Date through December 31, 2020 with two (2) options to extend this Agreement for additional ten-year terms.

D. Compliance with All Laws.

The County agrees to observe all federal and state laws, regulations, and policies affecting performance under this contract.

E. Amendments.

Changes in the scope of this contract which cause an increase or decrease in the cost of, or the time required for the performance of any part of the scope of work under this contract, shall be accomplished by written amendment and executed by both parties prior to implementation.

F. Attorney's Fees.

In the event of any controversy, claim, or dispute arising out of this Agreement, each party shall be subject to the dispute resolution provision in Section G and shall be solely responsible for the payment of its own legal expenses, if any, including but not limited to attorney's fees and costs.

G. Dispute Resolution.

In the event of any controversy, claim, or dispute arising out of this Agreement, each party shall have the right to invoke the following dispute resolution process:

1. Each Party may invoke the Dispute Resolution procedures of this Agreement. Within seven (7) days after request from a Party, the Port Fire Chief and the County's Director of Public Health shall meet to discuss and resolve the dispute ("Party Consultation"). This seven (7) day period may be extended for an additional seven (7) days at the request of any Party. If the dispute is not resolved by the Party Consultation, the Parties may agree to additional meetings or may select a mediator to resolve the dispute.

2. The Parties may agree upon a mediator to hear the dispute. If the Parties cannot agree upon a mediator within seven (7) days after the conclusion of an unsuccessful Party Consultation, then any Party may seek appointment of a single mediator. The mediator shall be experienced in the particular subject matter of the dispute and shall not be an employee or consultant of either Party. Potential providers of mediation services include, but are not limited to the following: the Judicial Arbitration and Mediation Service (JAMS), Judicial Dispute Resolution (JDR), and Washington Arbitration and Mediation Services (WAMS). If the Parties are unable to resolve the dispute through mediation, the Parties may select an arbitrator to resolve the dispute.

3. The Parties may agree upon an arbitrator to hear the dispute. If the Parties cannot agree upon an arbitrator within seven (7) days after the conclusion of the Party Consultation, then any Party may seek appointment of a single arbitrator. The arbitrator shall be experienced in the particular subject matter of the dispute and shall not be an employee or a consultant of any of the Parties. Potential providers of arbitration services include, but are not limited to the following: the Judicial Arbitration and Mediation Service (JAMS), Judicial Dispute Resolution (JDR), and Washington Arbitration and Mediation Services (WAMS).

4. The rules shall be in the King County Local Rules for Mandatory Arbitration unless the Parties agree to alternative rules.

5. The arbitrator shall establish the procedures and allow presentation of written or oral materials. The arbitrator shall render his or her decision within ten (10) days of the date when the parties select the arbitrator. The parties may agree to extend the time period for the arbitrator's consideration and issuance of a decision concerning the dispute. The arbitrator's decision shall be in writing and shall state the basis for the decision. Judgment on the arbitrator's award may be entered by the King County Superior Court. The Parties shall share equally the costs of the arbitration, but each Party shall pay its own attorney's fees and costs.

H. Legal Relationship.

The parties to this agreement execute and implement this agreement solely as the Port and County. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

I. Compensation.

Compensation for all services rendered by King County pursuant to this Agreement, including associated costs, shall be forty thousand dollars (\$40,000) per calendar year, subject to annual adjustment. The compensation for services shall be adjusted on the anniversary of the Effective Date and every twelfth month thereafter through the term of this Agreement, including any extension term (if any) by a percentage equal to the percentage increase for the previous twelve month period in the Consumer Price Index for All Urban Consumers, U.S. City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics, or at the Port’s option for the Seattle-Tacoma-Bremerton Area (1982-4=100) (the “CPI”). In no event will the Port adjust the compensation for services downward as a result of a change in CPI. Also, in no event will a change in CPI cause an increase that exceeds five percent per year.

If the CPI is discontinued or revised during the term of this Agreement, the Port, at its sole option may use such other government index or computation with which it is replaced to obtain substantially the same results as would be obtained if the CPI had not been discontinued or revised.

The Port shall make payment on a quarterly basis in the amount of ten thousand dollars (\$10,000), subject to annual adjustment as described in this Section, per calendar quarter.

VI. Responsibilities of Parties

A . Termination.

Either party may terminate this Agreement with 90 days’ written notice to the other party in the event the King County Medic Program is eliminated for insufficient funding.

B. Notice.

Any and all notices required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two (2) days after deposit in the United States mail if sent by certified or registered mail, return receipt requested. All notices shall be addressed to the Port and County at the addresses set forth below or at such other addresses as may be specified by one party’s notice to the other party:

Port:

XXXXXX
XXXXXX
XXXXXX

County:

XXXXXX
XXXXXX
XXXXXX

C. Indemnification.

The Port, its officers, employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by the County, its employees, agents, contractors, or subcontractors or third parties arising out of the performance of this Agreement.

The County shall defend, with counsel reasonably acceptable to the Port, fully indemnify, and hold harmless the Port, its Commissioners, officers, agents and employees from any and all loss, damages, expenses, attorneys' fees, consultants' fees, court costs and other costs for or from: 1) any fault or negligence by the County, its officers, agents, subcontractors, or employees and; 2) any failure on the County's part to comply with the terms and conditions contained in this Agreement. Provided, however, nothing in this Section shall require the County to indemnify the Port from any accident, injury, death or damage arising out of the sole negligence of the Port, its Commissioners, officers, agents or employees. The County agrees that the foregoing indemnity specifically covers actions brought by its own employees, and thus the County expressly waives its immunity under industrial insurance, Title 51 RCW, as necessary to effectuate this indemnity.

The Port shall defend, with counsel reasonably acceptable to the County, fully indemnify, and hold harmless the County, its Council members, officers, agents and employees from any and all loss, damages, expenses, attorneys' fees, consultants' fees, court costs and other costs for or from any failure on the Port's part to comply with the terms and conditions contained in this Agreement.

D. Records retention/Audit.

The County shall maintain books, ledgers, records, documents or other evidence relating to the costs and/or performance of the Agreement ("records") on a generally recognized accounting basis and to such extent and in such detail as will properly reflect and fully support all fees, costs and charges.

With regard to the records, County shall do and require its employees, agents and subcontractors to do the following:

1. Make such records open to inspection or audit by representatives of the Port during the term of this Agreement and for a period of not less than three years after the expiration of this Agreement.
2. Retain such records for a period of not less than three years after the expiration of this Agreement; provided, however, if any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated, such records shall be retained until the later of (a) resolution or completion of litigation, claim or audit; or (b) six years after the date of termination of this Agreement.
3. Provide adequate facilities reasonably acceptable to representatives of the Port conducting the audit so that such representatives can perform the audit during normal business hours.

4. Make a good faith effort to cooperate with representatives of the Port conducting the audit. Cooperation shall include assistance as may be reasonably required in the course of inspection or audit, including access to personnel with knowledge of the contents of the records being inspected or audited so that the information in the records is properly understood by the persons performing the inspection or audit. Cooperation shall also include establishing a specific mutually agreeable timetable for making the records available for inspection by the Port's representatives. If the County cannot make at least some of the relevant records available for inspection within seven (7) days of the Port's written request, cooperation will necessarily entail providing the Port with a reasonable explanation for the delay in production of records.

VII. Miscellaneous

A. Entire Agreement.

This document contains the entire and integrated contract between the parties, and no statement, promise, inducement or agreement made by the parties or their agents or employees that is not contained in this written Agreement shall be valid or binding. No alteration, addition, or modification of any of the terms or conditions of this Agreement shall be effective if not in writing and signed by the authorized representatives of the Port and County.

B. Severability.

In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement unless the court of competent jurisdiction rules that the principal purpose and intent of this Agreement should and/or must be invalidated.

C. Authority to execute Agreement.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

D. Counterparts.

This Agreement may be executed in separate counterparts, all of which shall be construed as a single integrated instrument. Facsimile and digitally-scanned signatures shall be valid and binding with the same force and effect as the original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by action of their authorized representatives.

KING COUNTY

PORT OF SEATTLE

Signature

Signature

Name & Title

Name & Title

Date _____

Date _____