

Interlocal Agreement between the Port of Seattle and King County for Advanced Life Support 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 advanced life support emergency medical services.

I. Purpose of Agreement

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 as follows.

II. Powers/Legal Authorities

Consistent with the requirements of chapter 39.34 RCW, the Port and the County have the legal authority to provide advanced life support emergency medical services at the Seattle-Tacoma International Airport.

Pursuant to Chapter 53.56 RCW, the Legislature has authorized the Port to provide fire protection and emergency medical services. Pursuant to RCW 14.08.120(2), the Port is 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(10), 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 Seattle-Tacoma International Airport.

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 ..."

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.

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 advanced life support emergency medical services to the Port in the area served by the Port's Fire Department at the Seattle-Tacoma International Airport.

IV. Scope of Services

The County shall provide advance life support to the Port, including support for multi and mass casualty incidents, in the area served by the Port's Fire Department at the Seattle-Tacoma International Airport.

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 March 1, 2012.

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, 2019 with two (2) options to extend this Agreement for additional six (6) -year terms with each amendment for a total of twenty years.

D. Compliance with All Laws.

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

E. Amendments.

The provisions of this Agreement may only be amended with the mutual written consent of the King County Executive and the Port's Chief Executive Officer and approval of their respective legislative bodies, except that the King County Executive and the Port's Chief Executive Officer may agree to minor operational changes as necessary to allow the Agreement to stay current with WAC and EMS system design changes that may occur within the EMS strategic plan and to extend the duration of the Agreement in accordance with section V. C.

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.

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

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 from March 1, 2012 through December 31, 2012 pursuant to this Agreement, including associated costs, shall be Thirty Four Thousand Three Hundred Thirty Four dollars (\$34,330). By April 15, 2012, the Port shall pay the County Three Thousand Four Hundred Thirty Three dollars (\$3,433) for March, 2012. For the remainder of 2012, the Port shall pay the County quarterly the amount of \$10,300 within 15-days of the end of each quarter.

Starting in 2013, compensation for all services rendered by King County pursuant to this Agreement, including associated costs, shall be Forty One Thousand Two Hundred dollars (\$41,200) per calendar year, subject to annual adjustment. The compensation for services shall be adjusted each January 1st 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.

The Port shall make payments on a quarterly basis in an amount equal to one-quarter of the annual compensation as calculated above. Payments shall be made within 15-days of the end of the applicable quarter.

VI. Responsibilities of Parties

A. Termination.

Either party may terminate this Agreement with 90 days' written notice to the other party, without cause.

If King County EMS Levy funding is withdrawn, reduced, or limited in any way prior to the termination date of this Agreement, the County may, upon written notification, terminate this Agreement.

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:

Port of Seattle Fire Department
2400 South 170th Street
Seattle, WA 98158

County:

Public Health Seattle & King County
401 Fifth Avenue, Suite 1300
Seattle, WA. 98104

C. Indemnification.

Except to the extent of its negligence, 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 and defend the Port from any accident, injury, death or damage to the extent arising out of the sole negligence of the Port, its Commissioners, officers, agents, contractors 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: 1) any fault or negligence by the Port, its officers, agents, contractors, or employees and; 2) any failure on the Port's part to comply with the terms and conditions contained in this Agreement. Provided, however, nothing in this Section shall require the Port to indemnify and defend the County from any accident, injury, death or damage to the extent arising out of the negligence of the County, its Council members, officers, agents, subcontractors or employees. The Port agrees that the foregoing indemnity specifically covers actions brought by its own employees, and thus the Port expressly waives its immunity under industrial insurance, Title 51 RCW, as necessary to effectuate this indemnity.

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.

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.

E. Third Party Beneficiaries

There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a Party hereto.

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

KING COUNTY

Signature

Name & Title

Date _____

PORT OF SEATTLE

Signature

Name & Title

Date _____