CityofRedmond
WASHINGTON

AM No. 13-007 (C5)

TO: City Council

FROM: John Marchione, Mayor

DATE: January 15, 2013

SUBJECT: **Acceptance of 2013 Stay Active and Independent for Life Injury Prevention EMS Grant from Seattle-King County Department of Public Health/EMS**

I. RECOMMENDED ACTION

Accept the Seattle-King County Department of Public Health/EMS 2013 Stay Active and Independent for Life Injury Prevention EMS Grant in the amount of $4,926.00

II. DEPARTMENT CONTACT PERSON

Kevin Donnelly, Fire Chief – Ext. 2202
Russ Albertson, Deputy Chief – Ext. 2201

III. DESCRIPTION

The City of Redmond Fire Department has been awarded $4,926.00 from the Seattle-King County Department of Public Health/EMS for senior injury prevention. Falls are a major threat to the health and independence of older adults, people aged 65 and older. Each year in the United States nearly one-third of older adults experience a fall. About one out of ten falls among older adults results in a serious injury, such as a hip fracture or head injury, that requires hospitalization. In addition to the physical and emotional pain, many people need to spend at least one year recovering in a long-term care facility. Some never return to their homes. Falls are the leading cause of injury deaths among older adults.

The grant will provide funds for a fall prevention exercise and education program for seniors, based on the "Stay Active & Independent for Life" (SAIL) program available from the Washington State Department of Health. Exercise is the one factor, by itself, that has been proven to prevent falls. Seniors also learn about actions they can take to make their home safer and the importance of having their vision and medications checked. Acceptance of this grant also supports the Safety priority in the Budgeting by Priorities process by creating a safer city for seniors.

IV. IMPACT

Fiscal: Acceptance of the Seattle-King County Department of Public Health/EMS 2013 Injury Prevention EMS Grant in the amount of $4,926.00 will add funds and provide additional support to the city's existing EMS program.

V. ALTERNATIVES

A. Do not accept the grant

B. Contract out additional workload to a professional service provider

VI. TIME CONSTRAINTS

The grant funds cover expenditures from January 1, 2013 through December 31, 2013.

VII. LIST OF ATTACHMENTS

King County Contract for Services – Small Grant Fund - Stay Active and Independent for Life

Kevin D. Donnelly, Fire Chief — Date: 1/4/13

Approved for Council Agenda: John Marchione, Mayor — Date: 1/8/13

Public Health
Seattle & King County

King County Contract No. EMS2834
Federal Taxpayer ID No. 91-6001497

This form is available in alternate formats for people with disabilities upon request.

KING COUNTY CONTRACT FOR SERVICES WITH OTHER GOVERNMENT, INSTITUTION, OR JURISDICTION – 2013

Department Division	Seattle-King County Dept. of Public Health (a.k.a. Public Health – Seattle & King County)/EMS
Contractor	City of Redmond Fire Department
Project Title	Small Grant Fund - Stay Active and Independent for Life
Contract Amount	Four Thousand Nine Hundred Twenty Six Dollars and Zero Cents
Contract Period	Start date: 01/01/2013 End date: 12/31/2013

THIS CONTRACT is entered into by KING COUNTY (the "County"), and City of Redmond Fire Department (the "Contractor"), whose address is 8450 161st Ave NE, Redmond, WA 98052.

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

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
COUNTY – Real Property Tax, EMS Levy	100%	01/01/2013 – 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 2013 Annual Budget.

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:

A Program Exhibits and Requirements

- Exhibit A: Scope of Work
- Exhibit B: Budget
- Exhibit C: Invoice

B King County Required Forms

- Exhibit D: Certificate of Insurance and Additional Insured Endorsement

II Term and Termination

A This Contract shall commence on 01/01/2013, and shall terminate on 12/31/2013, 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 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 by the County of a signed invoice as set forth in Exhibit C that complies with the budget in Exhibit B.

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 30 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. Please reference http://www.gsa.gov for the current host city per diem rates.

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. Any air travel occurring as part of federal grant must be in accordance with the Fly America Act.

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 government accounting standards (GAGAS).

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 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.

F 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)**

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and certify compliance with all HIPAA requirements at http://www.kingcounty.gov/healthservices/health/partnerships/contracts

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

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.

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 Term and 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 Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

F Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

G The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

XII **Insurance Requirements**

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. Specific coverages and requirements are at http://www.kingcounty.gov/healthservices/health/partnerships/contracts; contractors shall read and certify compliance.

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., III.E., IV, V, VI, VII, VIII, XI, XII, XIV, XV, XXI, and XXV, 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 and Equal Employment Opportunity**

The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at http://www.kingcounty.gov/healthservices/health/partnerships/contracts; contractors shall read and certify compliance.

XV **Conflict of Interest**

A The Contractor agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements 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.

XVI **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. The Contractor shall be responsible for all such property, including the proper care and maintenance of the equipment.

B 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.

XVII **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.

XVIII **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.

XIX **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.

XX **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.

XXI **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.

XXII **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.

XXIII **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.

XXIV **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.

XXV **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.

XXVI **No Third Party Beneficiaries**

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

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

KING COUNTY	City of Redmond Fire Department
FOR	
King County Executive	Signature
Date	*NAME (Please type or print)*
	Date

Approved as to Form:

OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

Contract # EMS2834 - Small Grant Fund - Stay Active and Independent for Life

King County Emergency Medical Services Division
Contract # EMS 2834 Exhibit A- Program Plan/Scope of Work
City of Redmond, Redmond Fire Department

I. Identification Information
   A. Fire Department: City of Redmond, Redmond Fire Department
   B. Fire Department Administrator: Chief Kevin Donnelly
   C. Agency Contract Monitor Name:

Debbie Newman
Address: 8450 161st Ave NE
Redmond, WA, 98052-3848
Phone: 425-556-2259
Fax: 425-556-2227
E-mail: DANEWMAN@redmond.gov

Remit Address:
Debbie Newman
Redmond Fire Dept
8450 161st Ave NE
Redmond, WA, 98052-3848

II. Goals:

This funding is intended as reimbursement to the Agency for the following:

A. Stay Active and Independent for Life (SAIL) Instructors for at least three classes that meet twice a week for at least six weeks.
B. Advertisement of the SAIL classes and fall prevention resources in relevant publications offered by City of Redmond, Redmond Senior Center, Redmond Reporter and Redmond Patch.
C. Provide outreach packets to students, including promotional items like water bottles, stretch bands, etc. to encourage participation in SAIL classes.

III. The Agency shall:

A. Partner with the Redmond Senior Center to offer the "Stay Active & Independent for Life" (SAIL) classes.
B. Recruit and engage students to maintain an average of at least 15 students attending class regularly.
C. Advertise the classes and fall-prevention resources in relevant publications such as those offered by the City of Redmond and Redmond Senior Center. Provide outreach packets to students, including items like hand weights and stretch-bands, to encourage participation in the SAIL program and spread enthusiasm by word of mouth.
D. Educate Redmond Fire/EMS personnel about the King County One Step Ahead Fall Prevention Program and other resources for seniors.
E. Perform periodic fitness evaluations, collect feedback forms from students and track attendance for the SAIL classes.
F. Submit a program evaluation to KC EMS by December 24, 2013.

IV. Public Health Seattle-King County Department, Emergency Medical Services Division, shall reimburse to the Agency per exhibit B:
   A. The costs associated with the S.A.I.L. program –instructors compensation, staff, booklets, advertising/promotional materials and equipment.
   B. Provide a program manager to maintain liaison with the Agency regarding all contract activities.

Public Health – Seattle & King County – EMS Division

Exhibit B - BUDGET

City of Redmond, Redmond Fire Department
Injury Prevention Fire Department Small Grants Program

January 1, 2013 – December 24, 2013

Item	Expense	Specifics/Rationale
The direct costs of performing the deliverables in the scope for the S.A.I.L. program –allowable costs include instructors compensation, staff, booklets, advertising & promotional materials and equipment	$4,926	Compensation for SAIL staff, exercise equipment, marketing materials, advertising, printing and promotional materials
Total Budget	**$4,926**	

Revised 10/17/2012

Public Health – Seattle & King County
Emergency Medical Services Division

Fire Department Small Grant Program
Contract# EMS2834 EXHIBIT C – INVOICE AND BUDGET SUMMARY

AGENCY: City of Redmond, Redmond Fire Department DATE:

REMIT ADDRESS: 8450 – 161st Ave NE CONTACT:

Redmond, WA 98052 PHONE:

CITY STATE ZIP

****PLEASE COMPLETE BOTH SECTIONS****

BUDGET CATEGORIES	CONTRACT BUDGET	ITEM/ DESCRIPTION	FUNDS EXPENDED THIS REPORT	TOTAL FUNDS EXPENDED TO DATE (include current report)	TOTAL FUNDS REMAINING
The direct costs of performing the deliverables in the scope for the S.A.I.L. program –allowable costs include instructors compensation, staff, booklets, advertising & promotional materials and equipment	$4,926				
TOTAL	$4,926				

Accomplishment Report

TYPE OF ACTIVITY	GOAL	CURRENT REPORT	TOTAL TO DATE (include current report)
Participants	15 per class		

CERTIFICATION FOR PAYMENT:
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 King County, and that I am authorized to authenticate and certify to said claim.

Agency Representative Signature Date

Print Name Title

FOR SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH USE ONLY

APPROVED: _____
Program Manager Date

PO			
CPA		Invoice #	
Requisition		Invoice DATE	
Receipt		Amount to be Paid	

Submit to: King County Emergency Medical Services
401 Fifth Ave. Suite 1200,
Seattle, WA 98104
ATTN: *Alan Abe*