

AGENDA

**City Council Committee Meetings
Council Chambers, Public Safety Complex
250 5th Avenue North, Edmonds
October 09, 2007
6:00 p.m.**

The City Council Committee meetings are work sessions for the City Council and staff only. The meetings are open to the public but are not public hearings. The Committees will meet in the following rooms:

Community/Development Services (Council Chambers), Finance (Jury Room), Public Safety (Police Training Room)

1. Community/Development Services Committee

- A. **AM-1193
(15 Min)** Discussion regarding expanding the membership of the Edmonds Historic Preservation Commission.

2. Finance Committee

- A. **AM-1192
(10 Min)** Proposed Resolution repealing Resolution No. 1051 and enacting new charges and fees for the photocopying and transcription of public records.

- B. **AM-1190
(15 Min)** Frances Anderson Center Seismic Structural Retrofit Project.

3. Public Safety Committee

- A. **AM-1174
(10 Min)** Paramedic Training Affiliation Agreement.

- B. **AM-1195
(5 Min)** Edmonds Emergency Physicians Indemnification Agreement.

- C. **AM-1196
(5 Min)** Professional Services Agreement - Fire Department Medical Program Director.

4. Adjourn

AM-1193

1.A.

**Expanding Membership of the Edmonds Historic Preservation Commission
City Council Committee Meetings**

Date: 10/09/2007
Submitted By: Jana Spellman, City Council
Submitted For: Councilmember Michael Plunkett **Time:** 15 Minutes
Department: City Council **Type:** Information
Committee: Community/Development Services

Information

Subject Title

Discussion regarding expanding the membership of the Edmonds Historic Preservation Commission.

Recommendation from Mayor and Staff

N/A

Previous Council Action

N/A

Narrative

The Edmonds Historic Preservation Commission is a full, working Commission which means that all members serve on sub-committees as well as being members of the Commission. These sub-committees meet on a regular basis outside of the Commission meetings. The chairmanship of this Commission is also rotated among the members. This makes for a strong, active, and informed Commission. Being a member of this Commission is a huge commitment and entails a lot of work.

Because of the previously mentioned workload and in light of the fact that we usually have three or four people applying for openings, the Commission would like the Council to consider expanding our official membership. Per Edmonds City Code, Chapter 10.90.020 - Composition of the Commission, there are now seven voting members of the Commission. Of those seven, four are citizens-at-large. The Commission would like to expand the citizens-at-large membership from four to six. This would increase the composition of the Commission from seven to nine.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	City Clerk	Sandy Chase	10/04/2007 09:01 AM	APRV
2	Mayor	Gary Haakenson	10/04/2007 09:11 AM	APRV
3	Final Approval	Sandy Chase	10/04/2007 09:12 AM	APRV

Form Started By: Jana
Spellman

Started On: 10/02/2007 02:41
PM

Final Approval Date: 10/04/2007

AM-1192

2.A.

**Fees for the Photocopying and Transcription of Public Records
City Council Committee Meetings**

Date: 10/09/2007

Submitted By: Sandy Chase, City Clerk's Office

Time: 10 Minutes

Department: City Clerk's Office

Type: Action

Committee: Finance

Information

Subject Title

Proposed Resolution repealing Resolution No. 1051 and enacting new charges and fees for the photocopying and transcription of public records.

Recommendation from Mayor and Staff

It is recommended that the Finance Committee approve placing the resolution for adoption on the next available City Council consent agenda.

Previous Council Action

On December 2, 2003 the City Council adopted Resolution No. 1051, repealing Resolution No. 851 and enacting new charges and fees for the photocopying and transcription of public records.

Narrative

Edmonds City Code Section 1.20.040(A) requires the City Clerk to set fees and charges for the provision of photocopies and transcription of public records. The attached resolution updates the previously adopted resolution which was approved December 2, 2003.

RCW 42.56.120 permits agencies such as cities to impose a reasonable charge for providing photocopies of public records so long as the charge shall not exceed Fifteen Cents per page. If it is determined that staff salaries, benefits, or overhead charges would cause the per copy charge to be higher than Fifteen Cents per page, a statement detailing the actual cost will be prepared. The statement will include the factors and manner used to determine the actual per page copying cost or other allowable costs.

Each department has reviewed and recommended the charges and fees that are included in the resolution. In addition, the City Attorney's Office has reviewed the charges and fees for compliance with RCW requirements.

Fiscal Impact

Attachments

Link: [Exhibit 1 - Resolution](#)

Link: [Exhibit 2 - Fee Schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
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1	City Clerk	Sandy Chase	10/02/2007 09:58 AM	APRV
2	Mayor	Gary Haakenson	10/02/2007 04:04 PM	APRV
3	Final Approval	Sandy Chase	10/02/2007 04:23 PM	APRV

Form Started By: Sandy Chase
Started On: 10/02/2007 09:50 AM

Final Approval Date: 10/02/2007

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDMONDS, WASHINGTON, REPEALING
RESOLUTION NO. 1051 AND ENACTING NEW
CHARGES AND FEES FOR THE PHOTOCOPYING
AND TRANSCRIPTION OF PUBLIC RECORDS**

WHEREAS, the City of Edmonds has adopted an ordinance which requires the City Clerk to set fees and charges for the provision of photocopies and transcriptions of public records, and,

WHEREAS RCW 42.56.120 permits agencies such as cities to impose a reasonable charge for providing photocopies of public records so long as the charge shall not exceed Fifteen Cents (\$0.15) per page, and,

WHEREAS, the City Clerk has prepared a schedule of fees that relates to photocopying costs, reproduction costs, and transcription costs to the fees charged to the public, now, therefore,

THE CITY COUNCIL OF THE CITY OF EDMONDS, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:

Section 1. Resolution No. 1051 and the fee schedule adopted thereby, is repealed and in its place enacted the schedule of fees set forth in Section 2.

Section 2. The “public records fee schedule,” attached as Exhibit A hereto and incorporated herein by this reference as if fully set forth, is hereby adopted as the official schedule of fees and charges for photocopying and transcription cost of public records for the City of Edmonds.

RESOLVED this ____ day of _____, 2007.

APPROVED:

MAYOR, GARY HAAKENSON

ATTEST/AUTHENTICATED:

CITY CLERK, SANDRA S. CHASE

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.

EXHIBIT "A"

**CITY OF EDMONDS
PUBLIC RECORDS FEE SCHEDULE**

Updates to this fee schedule will be made as new documents become available. Any records not identified in this index will be charged on a cost basis.

Document Description	Department	Fee
Copies, standard or legal size	All Departments	15¢ per page (first 5 pages free)
Business License List	City Clerk	\$5.00 per report
Certification Charge (Blanket)	City Clerk	\$5.00/blanket
Certification Charge	City Clerk	\$5.00 per page
Transcriptions	City Clerk	\$25.00 minimum per hour labor
Citizen/Immigration Letters	Mayor	No charge
Cemetery Deeds	Parks & Recreation	1 free copy
Land Use Files		
Land Use Files Relating to Subdivisions, Conditional Use Permits, Variances, etc.	Planning	Cost per copy (See Note 2)
Code Books		
Community Development Code Book	Code Publishing Co.	\$80.00 plus tax (includes shipping)
City Code Book	Code Publishing Co.	\$80.00 plus tax (includes shipping)
Updates for Code Books	Code Publishing Co.	10¢ per page (includes shipping)
Comprehensive Plans		
City Comprehensive Plan	Planning	See Notes 1 and 2
Comprehensive Park, Recreation & Open Space Plan	Parks & Recreation	See Notes 1 and 2

Pine Ridge Park Master Plan	Parks & Recreation	See Notes 1 and 2
Bikeway/Walkway Plan	Engineering	See Notes 1 and 2
Water, Sewer, Stormwater or Transportation Comprehensive Plan	Engineering	See Notes 1 and 2
Stormwater Basin studies	Engineering	See Notes 1 and 2
Maps		
Aerial	Engineering	\$5.00 per sheet
Aerial Base Map Including Overlays	Engineering	\$5.00 per sheet
Aerial, Reproducible (Mylar)	Engineering	\$5.00 per sheet
Land Use Map	Planning	\$5.00 per sheet
Miscellaneous Maps (includes plat maps, as-built prints and quarter section maps)	Planning & Engineering	\$5.00 per sheet
Customized Electronic Maps	Planning	See Note 3
Reports, Misc.		
Traffic collision reports or Investigation reports	Police	\$3.00 per report up to 10 pages. 15¢ for each additional page.
Incident Reports	Fire	\$10.00 per report up to 10 pages. 15¢ for each additional page.
Incident Photographs and CDs	Fire	Reimburse actual cost
Photographs (4" x 6" Size)	Police	\$1.00 per print
Photographs (Larger Size)	Police	Reimburse actual cost
Fingerprint Cards	Police	\$5.00 each
Budget & Financial Reports		
Annual Budget Book	Admin. Services	\$15.00

Comprehensive Annual Financial Report	Admin. Services	\$10.00
Audio/Video Recordings		
Public Meeting Audio Tape Recordings	City Clerk	\$10.00 for audio duplication, per hour minimum of equipment use, plus materials
Municipal Court Proceedings Audio Tape Recordings	Municipal Court	\$10.00 for audio duplication, per hour minimum of equipment use, plus materials
City Council Meetings Video Tape Recordings	Council Office	\$10.00 for video duplication per hour minimum of equipment use, plus materials

NOTES:

- Note 1: Documents are available for review. Copies may be obtained at the per page cost.
- Note 2: If it is determined that staff salaries, benefits, or overhead charges would cause the per copy charge to be higher than 15¢ per page, a statement detailing the actual cost will be prepared. The statement will include the factors and manner used to determine the actual per page copying cost or other allowable costs (per RCW 42.56.120).
- Note 3: The city may provide customized electronic maps in response to a request and charge a fee for the customization.

AM-1190

2.B.

**Frances Anderson Center Seismic Structural Retrofit Project
City Council Committee Meetings**

Date: 10/09/2007
Submitted By: Kim Karas, Public Works
Submitted For: Noel Miller **Time:** 15 Minutes
Department: Public Works **Type:** Action
Committee: Finance

Information

Subject Title

Frances Anderson Center Seismic Structural Retrofit Project.

Recommendation from Mayor and Staff

Appropriate an additional \$917,500.00 from Fund 126-Parks Acquisition and forward to the full City Council the recommendation to award a construction contract to Northwestern Construction of WA, Inc. in the amount of \$1,610,631.00 including Washington State sales tax.

Previous Council Action

On June 27, 2007 the City Council authorized staff to advertise for bids for this project. On August 7, 2007, the Council authorized staff to re-advertise for this project since there were no bids received from the initial advertisement.

Narrative

Bids were opened on October 1, 2007 with one (1) contractor submitting a bid. The responsive low bidder is Northwestern Construction of WA, Inc. with a bid of \$1,610,631.00. The Engineer's estimate, prepared in June 2007, was \$1,599,799.00. In order to proceed with this project and award a construction contract, the required funding for this project is calculated as follows:

EXPENDITURES

Preliminary Design	\$ 28,000.00
Engineering Drawings & Specifications	\$ 170,000.00
Construction Engineering & Monitoring	\$ 90,000.00
Materials Testing Services	\$ 40,000.00
Construction Contract	\$1,479,000.00
Sales Tax at 8.9 %	\$ 131,631.00
Construction Contingency at 10%	\$ 161,069.00
Total Project Costs	\$2,099,700.00

REVENUES

FEMA Mitigation Grant	\$ 782,190.00
Committed Bonding Proceeds	\$ 400,000.00

Total Committed Revenues **\$1,182,190.00**

The Remaining Expenditures to be funded
are: \$ 917,510.00

The Council Committee members are aware of the significant escalation of the construction project costs throughout the Puget Sound region since the request for federal grant funding was prepared for this project in February 2005. At that time in order to provide a project cost estimate, average historic cost data compiled by FEMA was used as a basis for this request since no site specific seismic retrofit design work had been prepared for this City facility. Also, the FEMA Mitigation grant program does not allow for the usual practice of adding contingencies for normal project cost escalation. On the positive side, part of the project scope will require the replacement of most of the flat roofs of the building complex. These roofs are in need of replacement within two to three (2-3) years at an approximate cost of \$350,000 and this is an additional cost that the City would have to eventually have to budget for in 2009-2010.

In discussions with Dan Clements, Administrative Services Director, and Brian McIntosh, Parks and Recreation Director, the most feasible way to finance the unfunded project costs of \$917,510.00 is to utilize additional revenues and/or ending cash balances from real estate excise taxes (REET 1).

Collections through September total approximately \$ 1.1 million and the current cash balance for Fund 126 is approximately \$1.3 million. If we estimate another \$300,000 of REET 1 collections for the remaining three months of the year, receipt of IAC grants in the amount of \$600,000, and debt service requirements of \$566,000, Finance estimates that there will be a 2007 ending cash balance in Fund 126 slightly in excess of \$1.6 million.

Fiscal Impact

Attachments

Link: [Bid Tabulation Sheet](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Parks and Recreation	Brian McIntosh	10/04/2007 02:24 PM	APRV
2	City Clerk	Sandy Chase	10/04/2007 02:27 PM	APRV
3	Mayor	Gary Haakenson	10/04/2007 02:42 PM	APRV
4	Final Approval	Sandy Chase	10/04/2007 04:03 PM	APRV

Form Started By: Kim Karas

Started On: 10/01/2007 09:23
AM

Final Approval Date: 10/04/2007

BID TABULATION SHEET

ABSTRACT OF QUOTES/BIDS	AUTHORIZATION DATE: 8/7/2007	OPENING DATE: October 1, 2007	AWARD DATE:
Supplies or Services:	NAME OF BIDDERS:		
FRANCES ANDERSON CENTER SEISMIC STRUCTURAL RETROFIT	1	2	4
Originating Office: Public Works	Northwestern .		
Department: Public Works	Construction of WA, Inc		
ITEM			
1 Lump Sum Base Bid	\$1,479,000.00		
2			
3			
Sales Tax Percentage Rate 8.9%			
WA State Sales Tax	\$131,631.00		
TOTAL	\$1,610,631.00		
Bid Deposit	5%		
Bid Signed	Yes		
Delivery	N/A		
Warranty	1 Year		
Rec'd Addenda if Required	Yes		

Is this product a WA State Contract item? Yes No

Indicate vendors from above listing who have previously provided services or products to the City and indicate whether the results were satisfactory or unsatisfactory:

None

Recommended Awardee: Northwestern Construction of WA, Inc.

Low Bid That Is Unacceptable: N/A

**** I certify that all bids received in response to the invitation were opened, read, and recorded according to current requirements. ****

Agent for the City of Edmonds: _____

Note: Indicate N/A in each of the above categories that does not apply to the bid being presented.

BID TABULATION SHEET

ABSTRACT OF QUOTES/BIDS	AUTHORIZATION DATE:		OPENING DATE: October 1, 2007		AWARD DATE:
Supplies or Services:	NAME OF BIDDERS:				
FRANCES ANDERSON CENTER SEISMIC STRUCTURAL RETROFIT	5	6	7	8	Remarks
Originating Office: Public Works Department: Public Works					
ITEM					
1 Lump Sum Base Bid					
2					
3.					
Sales Tax Percentage Rate 8.9%					
WA State Sales Tax					
TOTAL					
Bid Deposit					
Bid Signed					
Delivery					
Warranty					
Rec'd Addenda if Required					

Is this product a WA State Contract item? Yes No

Indicate vendors from above listing who have previously provided services or products to the City and indicate whether the results were satisfactory or unsatisfactory:

Recommended Awardee: _____

Low Bid That Is Unacceptable: _____

**** I certify that all bids received in response to the invitation were opened, read, and recorded according to current requirements. ****

Agent for the City of Edmonds: _____

Note: Indicate N/A in each of the above categories that does not apply to the bid being presented.

AM-1174

3.A.

**Paramedic Training Affiliation Agreement
City Council Committee Meetings**

Date: 10/09/2007

Submitted By: Mark Correira, Fire

Time: 10 Minutes

Department: Fire

Type: Action

Committee: Public Safety

Information

Subject Title

Paramedic Training Affiliation Agreement.

Recommendation from Mayor and Staff

The Edmonds Fire Department respectfully requests the Public Safety Committee approve the agreement as written and send with a recommendation to approve to the October 16 Council Consent Agenda requesting authorization for the Mayor to sign the agreement.

Previous Council Action

None

Narrative

BACKGROUND

Paramedic Training is an intensive education and training program that requires students to attend not less than 1,200 hours of instruction in both the out-of-hospital and in-hospital setting. Students are required to spend long hours in the classroom, emergency room, operating room, intensive care unit, pediatric and obstetrics unit, and psychiatric unit. Time spent in these units is overseen by an experienced medical professional guiding their education very similar to that of a resident physician. After completing the laborious training and education, the students take a final exam proctored by the State of Washington and, if successful, are certified to operate as a paramedic under a guiding physician. The final paramedic test is reported to be one of the most difficult medical profession certifications to pass because of the programs depth and breadth of medical knowledge requirement, and the limited time of education necessary to complete the program.

The Edmonds Fire Department currently sends its Firefighters to the University of Washington's Paramedic Training Program at Harborview Medical Center. In 2003, the Department trained its first Firefighter and, to date, has trained a total of three members.

Training Class 34 begins October 3, 2007 and the Fire Department has two members slated to attend.

AFFILIATION AGREEMENT

To attend paramedic training at Harborview, the Edmonds Fire Department is required to enter into an affiliation agreement prepared by the State Attorney General's Office with the University of Washington/Harborview Medical Center. Before each year's program begins, the University sends out an updated version of the agreement requesting updated signatures. This agreement has been signed in years past by the City Attorney and the Fire Chief with the most recent agreement being

signed on March 31, 2005.

This newly updated Affiliation Agreement has been vetted and approved as written by City Attorney Scott Snyder.

Fiscal Impact

Attachments

Link: [UW/HMC Affiliation Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	City Clerk	Sandy Chase	10/02/2007 09:09 AM	APRV
2	Mayor	Gary Haakenson	10/02/2007 04:04 PM	APRV
3	Final Approval	Sandy Chase	10/02/2007 04:23 PM	APRV

Form Started By: Mark
Correia

Started On: 09/18/2007 04:56
PM

Final Approval Date: 10/02/2007

**UNIVERSITY OF WASHINGTON/HARBORVIEW MEDICAL CENTER
AFFILIATION AGREEMENT WITH
Edmonds Fire Department**

This Agreement is made and entered into between Edmonds Fire Department (“Agency”) and the **University of Washington/Harborview Medical Center**, located at Seattle, Washington (“Training Site”). The purpose of this Agreement is for the Training Site to provide paramedic training/certification for the Agency’s employees. In consideration of the mutual covenants and agreements contained herein, Agency and Training Site agree as follows:

GENERAL PROVISIONS

1. Agency and Training Site agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, Agency may develop letter agreements with Training Site to formalize operational details of the educational program. These details include, but are not limited to the following:

- Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the educational program);
- Number of students eligible to participate in the educational program;
- Specific days, hours and locations for the educational program;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for the faculty liaison, educational supervisor, and preceptors, if any, identified elsewhere in this Agreement;

2. Any such letter agreements will be considered to be attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

3. Agency and Training Site will require its respective faculty, staff, and students participating in the educational program, to maintain confidentiality of student and patient information as required by law and by the policies and procedures of Agency and Training Site.

4. There will be no payment of charges or fees between Agency and Training Site. Agency and Training Site acknowledge the Medic One Foundation gifts funding for the training costs under this agreement. If funds become unavailable, this agreement will be subject to the termination clause in section 32.

5. There will be no discrimination against any program participant or applicant covered under this Agreement because of race, color, religion, national origin, age, handicap, status as

a Vietnam era or disabled veteran, gender, or sexual orientation, nor will Agency or Training Site engage in such discrimination in their employment or personnel policies.

AGENCY'S RESPONSIBILITIES

6. Agency will provide feedback to the Training Site concerning the curriculum and the professional and academic credentials of its faculty for the students at Training Site. Agency will designate an appropriately qualified and credentialed employee to coordinate and act as the Liaison with Training Site. Agency will notify Training Site in writing of any change or proposed change of its Liaison.

7. Agency's liaison will meet with the Training Site educational Supervisor(s) and Preceptor(s), if any, at the beginning and end of the educational program to discuss and evaluate the educational program. These meetings will take place in person if practicable, otherwise by telephone conference.

8. Agency will provide the names and information pertaining to relevant education and training for all students enrolled in the educational program at least six weeks before the beginning date of the educational program. Agency is responsible for supplying any additional information required by Training Site as set forth in this Agreement, prior to the arrival of students. Agency will immediately notify Training Site in writing of any change or proposed change in a student's status.

9. Agency will obtain evidence of current immunizations against diphtheria, tetanus, poliomyelitis, measles (rubeola), mumps, rubella (or a positive rubella titer), and of hepatitis B immunity status, documented by a protective titer, for those students who will be in contact with patients/clients. For each student born after 1956, Agency will maintain on file records of positive titer or of post-1967 immunization for rubella and rubeola. At the time of immunization, students with no history of exposure to chicken pox will be advised to get an immune titer. Agency will require yearly purified protein derivative (PPD) testing, or follow-up as recommended if the students are PPD-positive, or have had Bacillus of Calmette & Guerin (BCG). Agency will provide information to Training Site regarding student status concerning the above requirements prior to enrollment at Training Site.

10. Agency will assign to Training Site only those employee's who have current Washington State EMT-B status (through June 30 of the following year), HIPAA training, and meet all the entrance requirement of the Training Site.

11. Agency agrees to request a "Child and Adult Abuse Law" criminal background check ("CAAL check") pursuant to RCW 43.43.830-.842, or pursuant to its own state laws. Agency agrees to provide Training Site with a copy of the check results pertaining to each student considered for placement at Training Site. Agency acknowledges that placement of each student at the Training Site is contingent upon provision of check information dated less than two years prior to the commencement of the educational placement. Training Site acknowledges that Agency is not responsible for the accuracy of the information provided

through this CAAL check and that Agency's provision of this CAAL check information does not relieve Training Site of any of its legal obligations related to these background checks. Training Site understands and agrees that any information forwarded to it by Agency has been procured through this process. Agency does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of Training Site.

12. Agency will be responsible for each employee's Labor and Industry Workman's Compensation paperwork (while on duty at the Training Site) and health insurance coverage during his or her participation in the education program.

13. Agency will comply with and ensure to the extent possible that students comply with the policies and procedures established by Training Site. Agency will notify each student of his or her status and responsibilities pursuant to this Agreement.

TRAINING SITE'S RESPONSIBILITIES

14. Training Site will plan the educational program and evaluate student progress. Exchange of information will be maintained by on-site visits and by letter or telephone.

15. Training Site will provide a desirable educational experience to students within the scope of health care services provided by Training Site. Training Site will designate preceptors, if necessary, to be responsible for the educational program, and will designate one person as the Educational Supervisor, who will maintain contact with the Agency-designated Liaison to assure mutual participation in and review of the educational program and student progress. Training Site will submit to Agency the professional and academic credentials for the preceptors and Educational Supervisor. Training Site will notify Agency of any change or proposed change of the preceptors or Educational Supervisor.

16. Training Site will provide student access to sources of information necessary for the education program, within Training Site's policies and procedures and commensurate with patients' rights, including library resources and reference materials.

17. Training Site will make available to students basic supplies and equipment necessary for care of patients/clients and the educational program. Within the limitation of facilities, Training Site will make available office and conference space for students and, if applicable, Agency faculty.

18. Training Site will maintain records and reports on each student's performance and status.

19. Training Site retains full responsibility for the care of patients/clients, and will maintain the quality of patient care without relying on the students' clinical training activities for staffing purposes.

20. Training Site has the right to take immediate temporary action to correct a situation whereby a student's actions endanger patient care. As soon as possible thereafter, Training Site's educational Supervisor will notify Agency of the action taken. All final resolutions of the student's academic status in such situations will be made solely by Agency after reviewing the matter and considering whatever written factual information Training Site provides for Agency; however, Training Site reserves the right to terminate the use of its facilities by a particular student when necessary to maintain its operation free of disruption and to ensure quality of patient care.

21. On any day when a student is participating in the educational program at its facilities, Training Site will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. The student will be responsible for the costs of all care.

22. Except as provided in this Agreement, Training Site will have no obligation to furnish medical or surgical care to any student.

STUDENTS' STATUS AND RESPONSIBILITIES

23. Students will have the status of learners and will not replace Training Site personnel. Any service rendered by students is incidental to the purpose of the educational program.

24. Students are required to adhere to and maintain the educational standards/requirements, policies, and regulations of Training Site during their educational program.

25. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by Agency during their educational program at Training Site.

26. Students assigned to Training Site will be and will remain employees of Agency, and will in no sense be considered employees of Training Site. Training Site does not and will not assume any liability under any law relating to Worker's Compensation on account of any Agency student's performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at Training Site, nor will Training Site otherwise have any monetary obligation to Agency or its students by virtue of this Agreement.

LIABILITY COVERAGE PROVISIONS

27. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, trainees, agents, or students in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement, other than students as provided in this section and sections 28 and 29.

28. Agency will defend, indemnify and hold Training Site harmless from any loss, claim or damage arising from the negligent acts and omissions of its employees, officers, agents, and students, including negligence connected with performing its obligations under this Agreement, including the independent negligence of students, and will maintain professional liability coverage with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate (or an equivalent program of self-insurance).

29. Training Site will defend, indemnify and hold Agency harmless from any loss, claim or damage arising from the negligent acts and omissions of its employees, officers, and agents, including the negligent supervision of students. Agency maintains a professional liability coverage program under the authority of RCW 28B.20.250, .253, and .255. Through that authority, Agency provides professional liability coverage for its employees, officers, and agents in the performance of this Agreement.

30. Both parties will provide proof of coverage upon execution of this Agreement. In addition, Agency and Training Site agree to notify each other in the case of material modification or cancellation of coverage, and to provide subsequent proof of coverage thereafter.

TERM

31. This Agreement is effective beginning October 1, 2007, and will continue thereafter from year to year. This agreement will be reviewed no later than three years from its effective date, or earlier at the request of either party. Agency and Training Site will jointly plan student placement six weeks in advance of each year's beginning, taking into account the maximum number of students for whom Training Site can provide a desirable educational experience, and the needs of other Agencies requesting placements.

32. This agreement may be canceled by written notice one year prior to termination; however, such termination shall not become effective for the students then enrolled in the educational program if such termination prevents completion of their requirements for completion of the educational program.

PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

33. Agency certifies that it has trained each student it sends to Training Site in universal precautions and transmission of blood-borne pathogens, and that it will send to Training Site only students who have been trained in and have practiced using universal precautions. Agency has provided the opportunity to receive Hepatitis B (HBV) series(as per RCW 70.24) to all educational program students before assignment to Training Site. Training Site will provide personal protection equipment that is appropriate for the tasks assigned to Agency's students.

34. If a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the educational program at Training Site, Training Site agrees to provide the following services:

- Being seen by Training Site's employee health service and/or emergency department as soon as possible after the injury;
- Initiation of HBV, Hepatitis C (HCV) and HIV protocol;
- HIV counseling and appropriate testing.

The student will be responsible for the costs of any such care, testing, counseling and obtaining any necessary follow-up care.

35. The source patient's HBV, HCV, and HIV status will be determined by Training Site in the usual manner to the extent possible.

MISCELLANEOUS PROVISIONS

36. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

37. Amendment. This Agreement may be modified only by a subsequent written Agreement executed by the parties

38. Order of Precedence. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:

1. This Agreement;
2. Attachments to this Agreement in reverse chronological order.

39. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.

40. Notices. All notices, demands, requests, or other communications required to be given or sent by Agency or Training Site, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

(a) To Agency:

(b) To Training Site:

Roy Waugh, Paramedic Training

325 9th Avenue Box 359727

Seattle WA 98104

206-521-1224

rwaugh@u.washington.edu

41. Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

42. Survival. Agency and Training Site expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

43. Severability. If any provision of this Agreement, or of any other agreement, document, or writing pursuant to or in connection with this Agreement, is held to be wholly or partially invalid or unenforceable under applicable law, that provision will be ineffective to that extent only, without affecting in any way the remaining parts or provisions of the agreement.

44. Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

45. Inspection. Training Site will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of Agency.

46. HIPAA. Agency will direct its trainees to comply with the policies and procedures of Training Site, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the trainees' role in relation to the use and disclosure of Training Site's protected health information, the trainees are defined as members of the Training Site's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the trainees are not and shall not be considered to be employees of the Training Site.

UNIVERSITY OF
WASHINGTON/HARBORVIEW
MEDICAL CENTER

Edmonds Fire Department

Date _____

Date _____

By _____

By _____

Michael K. Copass, MD
Professor of Medicine/Neurology
Director, Paramedic Training Program
Director of Emergency Services
Harborview Medical Center

(Name)

(Title)

By _____

(Name)

(Title)

Date _____

By _____

By _____

(Name)

(Title)

Johnese Spisso,
Interim Executive Director
Harborview Medical Center

Approved as to form:

Approved as to form:

By _____

By _____

(Name)

Assistant Attorney General
for UW

(Title)

Attorney for Agency

AM-1195

3.B.

**Edmonds Emergency Physicians Indemnification Agreement
City Council Committee Meetings**

Date: 10/09/2007

Submitted By: Mark Correira, Fire

Time: 5 Minutes

Department: Fire

Type: Action

Committee: Public Safety

Information

Subject Title

Edmonds Emergency Physicians Indemnification Agreement.

Recommendation from Mayor and Staff

The Edmonds Fire Department respectfully requests the Public Safety Committee approve the agreement as written and send with a recommendation to approve to the October 16 Council Consent Agenda requesting authorization of the Mayor to sign the agreement.

Previous Council Action

None

Narrative

The Edmonds Fire Department has a Professional Services Agreement signed with a physician from the Edmonds Emergency Physicians (EEP) at Stevens Hospital. A Physician from this group has provided medical oversight of the Fire Department’s EMS program, and previously the Medic Seven EMS Program.

Dr. James Mercer has provided EMS oversight for the past eight years and recently tendered his resignation. This position, known as the Medical Program Director (MPD), will be filled with a physician from the EEP group. The EEP Corporation feels that it encumbers liability associated with the MPD duties. They have proposed the attached Indemnification agreement in an effort to reduce such liability.

City Attorney Scott Snyder has reviewed the attached document and feels it meets the needs of both the City and the EEP.

Fiscal Impact

Attachments

Link: [EEP Indemnification Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	City Clerk	Sandy Chase	10/03/2007 04:51 PM	APRV
2	Mayor	Gary Haakenson	10/03/2007 06:07 PM	APRV
3	Final Approval	Sandy Chase	10/04/2007 08:29 AM	APRV

Form Started By: Mark
Correia

Started On: 10/03/2007 04:25
PM

Final Approval Date: 10/04/2007

INDEMNIFICATION AGREEMENT

1. Parties and Agreement. This Indemnification Agreement (“Agreement”) is entered into between the City of _____ (the “City”) and Edmonds Emergency Physicians, Inc. P.S. (“EEP”).

2. Background.

2.1. The City provides emergency medical services through its fire department and various emergency medical technicians, paramedics, and other emergency responders employed thereby (the “Personnel”).

2.2. To provide training, certification and related services to the Personnel in connection with such emergency medical services, the City contracts with a licensed physician who serves as the City’s Medical Program Director (“MPD”). The MPD’s duties may include other activities, such as providing first aid and/or CPR training to other City employees and/or members of the public.

2.3. The City has contracted with or desires to contract with a physician employed by EEP (“Physician”) to serve as MPD.

2.4. Pursuant to an employment contract exclusivity provision, Physician may not without EEP’s consent perform medical services except on behalf of EEP. EEP is willing to consent to Physician serving as MPD for the City, provided the City: (a) acknowledges that when performing MPD services for the City, Physician has no affiliation with EEP; and (b) agrees to indemnify, hold harmless, and defend EEP in the event any claims are asserted against EEP in connection with or arising out of MPD services provided by Physician for or on behalf of the City.

3. No Affiliation. The City hereby acknowledges services Physician performs for the City as its MPD are outside the scope of and are not otherwise connected or related to Physician’s employment with EEP, and that as MPD Physician does not act as the agent or employee of EEP. The City acknowledges that EEP has no responsibility for or control over Physician in connection with the services Physician provides to the City as its MPD, and that neither this Agreement nor such relationship between the City and Physician create any formal, informal, express or implied partnership, joint venture, relationship of principal and agent, or other association or affiliation between EEP and the City.

4. Indemnification. The City agrees to indemnify, defend, and hold EEP harmless from and against any costs, losses, liabilities and expenses, including all court costs, reasonable expenses and reasonable attorney’s fees that EEP may suffer, incur or be subjected to by reason of any legal action, proceeding, arbitration or other claim or demand by a third party, of any nature (“Claims”), whether commenced or threatened, connected to or arising out of or resulting from or relating to Physician’s acts or omissions in Physician’s capacity as the City’s MPD, whether or not such Claims specifically arise out of or are related to MPD services provided, however, that this indemnification shall not extend to any loss, claim or liability caused by the

negligent, wrongful, criminal or tortious act of a physician of EEP serving under contract with the City, nor abrogate the promises contained in paragraph 5.2 of an underlying Agreement for Supervisory Services Between the City of Edmonds and Richard Campbell, M.D., attached as Exhibit A and incorporated by this reference as fully as if herein set forth..

5. Consent. EEP consents to Physician serving as the City's MPD on the terms and conditions set forth herein.

6. Attorneys' Fees. The non-prevailing party in any judicial action, proceeding or arbitration to enforce any of the provisions or rights under or pursuant to this Agreement, including, without limitation, any claim for declaratory relief or rescission, shall be fully responsible for and pay the prevailing party's reasonable attorneys' fees, costs, and expenses, including, without limitation, those incurred preliminary to the institution of any such action, proceeding or arbitration and with respect to any appeal arising therefrom, which attorneys' fees, costs, and expenses awarded hereunder shall be included as a part of any ruling, award, or judgment.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

CITY OF _____

By: _____
Signature

Name _____
Print/Type

Title _____
Print/Type

Date: _____

**EDMONDS EMERGENCY PHYSICIANS,
INC. P.S.**

By: _____
Signature

Name _____
Print/Type

Title _____
Print/Type

Date: _____

AM-1196

3.C.

**Professional Services Agreement - Fire Department Medical Program Director
City Council Committee Meetings**

Date: 10/09/2007

Submitted By: Mark Correira, Fire

Time: 5 Minutes

Department: Fire

Type: Action

Committee: Public Safety

Information

Subject Title

Professional Services Agreement - Fire Department Medical Program Director.

Recommendation from Mayor and Staff

The Edmonds Fire Department respectfully requests the Public Safety Committee approve the agreement as written and send with a recommendation to approve to the October 16 Council Consent Agenda requesting authorization of the Mayor to sign the agreement.

Previous Council Action

Authorization to post a Request for Qualifications process was approved by the Public Safety Committee on May 1, 2007 and the City Council on May 8, 2007.

Narrative

The Edmonds Fire Department has a Professional Services Agreement signed with a physician to provide oversight of the Department’s EMS Program. Dr. James Mercer has provided EMS oversight for the past eight years and recently tendered his resignation. Authorization to post a Request for qualifications process was approved by the Public Safety Committee on May 1, 2007 and the City Council on May 8, 2007, and was posted in accordance with City policies. The Fire Department received one (1) qualified applicant.

A Professional Services Agreement for these duties was vetted by City Attorney Scott Snyder and has been approved by Dr. Richard Campbell.

The Edmonds Fire Department respectfully requests the Public Safety Committee approve the agreement as written and send with a recommendation to approve to the October 16 Council Consent Agenda requesting authorization of the Mayor to sign the agreement.

Fiscal Impact

Attachments

Link: [EFD MPD Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	City Clerk	Sandy Chase	10/04/2007 08:29 AM	APRV
2	Mayor	Gary Haakenson	10/04/2007 09:11 AM	APRV

**AGREEMENT FOR SUPERVISORY SERVICES
BETWEEN
THE CITY OF EDMONDS AND RICHARD J. CAMPBELL, M.D.**

This Agreement for Supervisory Services is hereby entered into this ____ day of _____, 2007 by and between the City of Edmonds, Washington, (hereinafter “Edmonds”) and Richard J. Campbell, M.D., (hereinafter the “Contractor”).

RECITALS

WHEREAS, Edmonds and the City of Lynnwood jointly undertook certain activities necessary to provide a fire-based advanced life support medical service; and

WHEREAS, Edmonds and Lynnwood engaged the Contractor to render services in the area of training, supervision and advice in connection with the provision of emergency medical services in order to ensure the highest possible quality of paramedic and related emergency medical services; and

WHEREAS, the exorbitant cost of medical malpractice insurance undermined the purpose and value of the prior Agreement; and

WHEREAS, following consultation with its insurance pool, the Washington Cities Insurance Authority, Edmonds believes the value of the program offsets the low risk of indemnifying the Contractor from the risks of administering the duties of the Agreement in accordance with the limitations set forth herein; and

WHEREAS, the Contractor is a highly qualified medical professional willing and able to timely perform the services desired by Edmonds under the conditions set forth;

NOW, THEREFORE, in consideration of the mutual benefits to be derived and the promises contained herein the parties agree as follows:

TERMS

Section 1. Scope of Services. The Contractor’s title shall be Medical Program Director. The Contractor shall:

- 1.1 Report to the Edmonds Fire Chief or his designee.
- 1.2 Meet with the Fire Chief or his designee at least monthly to provide program, performance and system feedback regarding Edmonds’ provision of emergency medical services.
- 1.3 Provide direct oversight to the out-of-hospital care provided by the paramedics for a time not less than four (4) hours per quarter. This would be performed by riding with the paramedics on the paramedic unit and/or “shadowing” the paramedics and EMTs in the Fire Station.

1.4 Review emergency medical calls and recommend to the Fire Chief improvements regarding Edmonds' emergency medical services system.

1.5 Consult on the EFD Infection Control Program and Bloodborne Pathogen Plan and recommend appropriate changes as needed.

1.6 Supervise and review results of paramedic training, and approve certification and recertification in accordance with WAC 248-15-080 and approved standard operating procedures.

1.7 Evaluate paramedic performance and recommend to the Fire Chief any necessary formal disciplinary or corrective action, including restraining, disciplinary measures, and termination, and -- at the request of the Fire Chief and/or the Medical Service Administrator -- provide input in the hiring process.

1.8 Direct, on the radio and/or using other communications devices, paramedic activities related to patient care at the scene of medical emergencies when on duty. In the Contractor's absence, the Contractor's designee (the "replacement") will direct on the radio and/or using other communications devices, paramedic activities related to patient care at the scene of medical emergencies. No additional compensation shall be provided for services performed by the replacement in the Contractor's absence.

1.9 Perform duties in accordance with Chapter 248-15 WAC.

1.10 Exercise final authority over paramedics and other agents of Edmonds while performing emergency medical services, and may suspend a paramedic from providing medical treatment under the Contractor's license. PROVIDED, that nothing in this Agreement shall limit or diminish the ultimate administrative authority of the Fire Chief.

Section 2. Delegation of Duties. Whenever the Contractor is absent from the area for a period longer than four weeks and/or is unavailable to perform the duties and responsibilities of this Agreement, the Contractor shall formally appoint a qualified replacement to assume and perform the contractual duties and responsibilities during the absence. The Contractor shall advise the Fire Chief and the Medical Services Administrator or his designee, of the replacement's name and qualifications prior to commencement of the Contractor's unavailable status. All replacements shall be subject to the Fire Chief's or his designee's approval, and shall agree in writing to abide by all provisions of this Agreement. No additional compensation shall be provided for services performed by the replacement in the Contractor's absence.

Section 3. Time of Performance; Termination. This Agreement shall become effective for two (2) full years and two (2) months commencing on November 1, 2007, unless earlier terminated by either the Contractor or by Edmonds giving the other a minimum of ninety (90) days advance written notice of intention to terminate from the date specified for termination in the written notice.

Section 4. Compensation. Edmonds shall pay the Contractor One Thousand seven Hundred and twenty-five Dollars and no Cents (\$1,725.00) per month (for a total of \$20,700.00 annually) to perform the services specified herein.

Section 5. Legal Liability and Indemnification. In performing work under this Agreement, it is the understanding and intent of the parties that the designated duties of reporting, supervising, evaluating and training listed in this Agreement along with the direction of emergency medical services does not constitute the practice of medicine. Accordingly, the parties provide for their respective liability as follows:

5.1 Indemnification of Contractor While Within the Scope of This Agreement. While the Contractor is performing duties within the scope of the relationship created by this Agreement, Edmonds agrees to treat the Contractor as a public official and indemnify him in accordance with the provisions of Chapter 2.06 Indemnification of Employees and Officers, Edmonds City Code, in all respects as though the Contractor is a “official” of the city while performing the duties specified by this Agreement. Nothing herein shall be interpreted as a promise to indemnify the Contractor for any duties, particularly medical services and treatment, which the Contractor performs as a physician outside of the scope of this Agreement.

5.2 The Contractor agrees to indemnify and hold harmless Edmonds, its respective officers, agents and employees from the Contractor’s negligent, wrongful, criminal or tortious actions arising from, during or out of the performance of the duties under this Agreement and with respect to any and all injury or damage to Edmonds, or its respective properties, and also from and against all claims, demands and causes of action of every kind or nature arising directly or indirectly, or in any way incident to, in connection with, or out of the work performed under the terms of this Agreement, by the Contractor, his or her agents, employees, representatives or sub-contractors. The Contractor specifically promises to indemnify Edmonds against claims or suits brought under Title 51 RCW by his or her employees or sub-contractors, and waives any immunity which the Contractor may have under that title with respect to Edmonds. The Contractor further agrees to fully indemnify Edmonds from and against any and all costs of defending any such claim or demand to the end that Edmonds are held harmless there from. This paragraph shall not apply to matters covered by the defense offered pursuant to paragraph 5.1 and 5.2 above, nor to damages or claims resulting from the concurrent negligence of Edmonds, in which event the laws of the State of Washington shall govern the parties’ respective liabilities.

Section 6. Independent Contractor Status Established. The parties intend that an independent contractor relationship shall be created by this Agreement. No agent, employee or representative of the Contractor shall deem to be an agent, employee or representative of Edmonds for any purpose. The Contractor shall be solely responsible for all acts of its agents, employees, representatives and sub-contractors during the performance of this Agreement. In addition to the promises contained in paragraph 5 above, the Contractor promises to indemnify and hold harmless Edmonds from any claim, loss or liability arising from the employment related claims of its employees or sub-contractors.

Section 7 Integration. The entire Agreement between the parties shall consist of this contract document. This writing constitutes the sole and exclusive Agreement of the parties

regarding the subject matter addressed herein and shall not be amended except by a writing executed by both parties.

Section 8. Non-Waiver. Waiver by a party of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

Section 9. Applicable Law and Venue. The laws of the State of Washington shall govern this Agreement. Any lawsuit arising out of this Agreement or the work performed here under shall be brought in the Superior Court for Snohomish County, Washington.

Section 10. Notices.

Notices to Edmonds shall be sent to the following address:

Fire Chief
City of Edmonds
121 – 5th Ave. North
Edmonds, WA 98020

Notices to Contractor shall be sent to the following address:

Richard J. Campbell, M.D.
4222 Thackeray Pl. NE
Seattle, WA 98105

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail, with proper postage and properly addressed.

CITY OF EDMONDS

By: _____
Mayor Gary Haakenson

ATTEST/AUTHENTICATED:

By: _____
Sandra S. Chase, City Clerk

APPROVED AS TO FORM:

By: _____
W. Scott Snyder, City Attorney

CONTRACTOR

Richard J. Campbell, M.D.