

RESOLUTION 2013 - 88



**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON,
APPROVING AN ADMINISTRATIVE INTERLOCAL AGREEMENT WITH
YAKIMA COUNTY DEPARTMENT OF EMERGENCY MEDICAL SERVICES**

WHEREAS, the City has determined the fire department's emergency medical staff would benefit from an on-going training program above that which is provided to basic emergency medical technicians; and

WHEREAS, the City has previously used a similar program provided by Yakima County Department of Emergency Medical Services under a different software program in 2012; and

WHEREAS, the City promotes the efficient use of new technologies for training and other operational functions in an effort to reduce financial impacts; and

WHEREAS, the City Council and the City of Sunnyside have found and determined that such Agreement is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare, and that such Agreement should be continued through the terms of the agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

SECTION 1. That the Administrative Interlocal Agreement attached hereto as Exhibit "A" and incorporated herein by this reference, by and among the City of Sunnyside and Yakima County Department of Emergency Medical Services, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

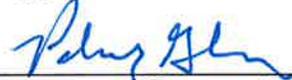
PASSED this 25th day of November, 2013.


DON VLIEGER, DEPUTY MAYOR

ATTEST:


DELILAH SAENZ, CMC, CITY CLERK

APPROVED AS TO FORM:


KERR LAW GROUP, LLP
Attorneys for the City of Sunnyside

**EMS AGENCIES
ADMINISTRATIVE INTERLOCAL AGREEMENT**

THIS AGREEMENT is entered into, by and between Sunnyside Fire Department, whose address is 513 S. 8th Street, Sunnyside, WA 98944, hereinafter denominated as "SSFD" and the Yakima County Department of Emergency Medical Services, whose address is 5110 Tieton Drive, Suite 370, Yakima, WA 98908, hereinafter denominated as the "Department."

WHEREAS, such agreements are authorized by RCW Chapter 39.34 - Interlocal Cooperation Act;

WITNESSETH:

That in consideration of the terms and conditions contained herein, the parties agree as follows:

1. The Department shall process all forms and other materials necessary for the certification and recertification of SSFD emergency medical services (EMS) personnel.
2. The Department shall provide any other EMS administrative services to SSFD that are within the realm of the Department's normal responsibilities.
3. The Department shall provide by mail or e-mail, on a monthly basis, notification of local upcoming EMS training courses, continuing medical education opportunities, and other EMS-related activities.
4. SSFD will comply with the Department's training contract(s) currently held between Yakima County and Ninth Brain Suite, Inc.
5. SSFD shall pay to the Department the sum of \$185 per paramedic provider annually, for Administrative Support for the term of this Agreement.
 - a. The Department shall grant access to the local training website by creating an SSFD page on the site and uploading a list of all SSFD paramedic personnel. SSFD administrative staff will have administrative access over the training page.
 - b. The Department shall provide coordination of instructor resources for a 24-hour training workshop to be held annually, and at a central location within the County.
 - c. The Department shall provide a biennial access code to each paramedic, for an online AHA ACLS didactic course.

EXHIBIT "A"

- d. The Department shall provide coordination of instructor resources a minimum of three times annually to facilitate AHA ACLS skills testing.
 - e. The Department shall provide a biennial access code to each paramedic, for an online AHA PALS didactic course.
 - f. The Department shall provide coordination of instructor resources a minimum of three times annually to facilitate AHA PALS skills testing.
 - g. The Department shall provide coordination of MPD run review sessions a minimum of 3 times annually, and in varying locations around the County. Video footage of run reviews will be placed by the Department on the online education site.
 - h. The Department shall provide an access code to each SSFD paramedic for an approved Pre-Hospital Trauma Life Support (PHTLS) Hybrid course once every three years.
 - i. The Department shall provide coordination of instructor resources a minimum of once annually to facilitate the PHTLS skills testing.
6. SSFD has an option to pay an additional \$28.50 per provider, for the AHA BLS Healthcare Provider course access code.
- a. The Department shall provide coordination of instructor resources a minimum of three times annually to facilitate the skills testing of the BLS Healthcare Provider. SSFD personnel that are locally MPD approved, State EMS Evaluators with current AHA BLS Instructor status may also provide the BLS HCP skills testing.
7. SSFD, or its personnel, has an option to pay \$15 per AEMT provider annually for Administrative Support for the term of this Agreement.
- a. The Department shall grant access to the local training website and upload a list of all SSFD AEMT personnel. The Department shall provide a minimum of 36 hours of basic continuing education during each 3-year certification cycle. The Department shall grant access to all SSFD AEMT providers to the annual 24-hour workshops.
8. The Department shall provide Administrative Support for the term of this Agreement at no additional cost for all SSFD EMT personnel.
- a. The Department shall grant access to the local training website and upload a list of all SSFD EMTB personnel. The Department shall provide a minimum of 36 hours of basic continuing education during each 3-year certification cycle.
 - b. SSFD personnel who are locally MPD approved, State EMS Evaluators may conduct the Departments BLS skill workshops.

EXHIBIT "A"

9. The Department shall provide the course completion cards to all those providers who meet the passing criteria set by the American Heart Association, the Department, or other related entity.
10. SSFD, and its EMS personnel, shall comply with Yakima County EMS Prehospital Care Protocols and County Operating Procedures, which may include annual training sessions for locally approved State EMS Evaluators and AHA Instructors.
11. The term of this agreement will be from January 1, 2014 to December 31, 2014.
12. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. If the Department or SSFD fails to comply with the terms of this Agreement, either party may immediately terminate this Agreement.
13. This Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, shall be maintained in the Superior Court of the State of Washington, in and for Yakima County.
14. The parties agree that, for the purposes of this agreement, that the Department is an Independent contractor. Neither SSFD nor any employee of SSFD is entitled to any benefits that Yakima County provides its employees, unless the employee is also employed by Yakima County in which case such employee shall be entitled to whatever normal employee benefits he/she are entitled to as a Yakima County employee. SSFD is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
15. SSFD agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.
16. Each party to this contract shall be responsible for claims and/or damages to persons and/or property resulting from the negligence on the part of itself, its employees, or its officers. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a party to this contract.

17. The Department shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from SSFD.
18. This Agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.
19. Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement. Only a majority vote of a quorum of the Yakima County Board of County Commissioners has the authority to waive any term or condition of this Agreement on behalf of the Department.

COUNTY

By: _____

Name: _____

Its: _____

Date: _____

City of Sunnyside

By: _____

Name: _____

Its: _____

Date: _____

(_____)

BOARD OF YAKIMA COUNTY COMMISSIONERS

Kevin J. Bouchey, Chairman

J. Rand Elliott, Commissioner

Michael D. Leita, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

Attest: Tiera L. Girard
Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney