

**RESOLUTION 2012-BBB**

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AUTHORIZE THE  
EXECUTION OF A PROFESSIONAL SERVICES CONTRACT WITH DR. JACQUES  
KOBERSY FOR PHYSICIAN SERVICES**

**WHEREAS**, the Town of Eatonville has determined that its Fire/EMS Department can obtain the same physician services from Dr. Jacque Kobersy, a physician licensed to practice medicine in Washington under credential MD60012875, at a substantial savings to the Town;

**THEREFORE, BE IT RESOLVED** by the Council of the Town of Eatonville as follows:

Section 1. The Mayor is directed to terminate the Professional Services Agreement with C.E. Snodgrass, entered into with an effective date of November 1, 2008, and to ensure that the effective termination of such contract takes place no later than 11:59 p.m. on December 31, 2012.

Section 2. The Mayor is authorized to execute on behalf of the Town the attached Professional Services Contract with Dr. Jacques Kobersy.

Passed by the Council of the Town of Eatonville at a regular meeting this \_\_\_\_\_ day of November, 2012.

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Raymond Harper, Mayor

ATTEST:

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Kathy Linnemeyer, Town Clerk

APPROVED AS TO FORM:

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Daniel G. Lloyd, Town Attorney

## **PROFESSIONAL SERVICES CONTRACT Training Physician**

This Professional Services Contract is entered into between the Town of Eatonville, hereinafter referred to as "Town", and Jacques Kobersy, M.D., hereinafter referred to as "Training Physician".

### **1. SCOPE OF SERVICES**

The Training Physician shall serve as a medical advisor for the Town under the terms and provisions of this Professional Services Contract. Pursuant to the contract, the Training Physician shall:

- Provide technical expertise relating to the delivery of pre-hospital emergency medical care and intervention;
- Provide ALS level continuing medical education and updates relating to pre-hospital care delivery;
- Review emergency medical incident reports and records, as it relates to continued quality improvement, providing recommendations to personnel;
- Coordinate ancillary physicians performing agency medical review and supervision;
- Provide standing medical orders as they relate to immunizations, occupational exposures and other Town health programs;
- Authorize stock of controlled pharmaceuticals, as required by Pierce County ambulance rules and regulations;
- Participate in review of personnel evaluations as needed;
- Assist with review of personnel evaluations as needed;
- Assist with the development of health and injury prevention information and education materials for distribution to the community; and
- Provide related services not specifically identified above.

### **2. RATE OF PAY**

The Town of Eatonville agrees to pay the Training Physician \$100 per hour for services rendered. These services should not exceed 4 hours of time per month.

3. BILLING AND PAYMENT

The amount due for professional services shall be due and payable in the month following the month during which services are performed, upon receipt of statement for services. Submit to:

Town of Eatonville  
PO Box 291  
Eatonville, WA 98328

4. TERM OF CONTRACT

This Professional Services Contract shall have an annual term, from and after the effective date hereof. However, such contract shall be renewed automatically on an annual basis, unless terminated in accordance with the provisions hereof.

5. TERMINATION OF CONTRACT

Either party upon giving 90 days advance written notice may terminate this Professional Services Contract.

6. INDEPENDENT CONTRACTOR

The Training Physician, and his/her subcontractors, agents and employees, are independent contractors, and are not employees of the Town. As such, the Town shall have no right to direct or control the manner, method, or means of how the Training Physician performs the services required under this Agreement. The Training Physician, and his/her subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to Town employees. The Training Physician, and his/her subcontractors, agents and employees, shall not have the authority to bind Town any way except as may be specifically provided herein. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

In the event of a claim or lawsuit by a third-party against either the Town or Training Physician, neither party shall be obligated to defend or indemnify the other. Nothing in this Agreement shall be construed as creating legal or actionable duties to third parties that otherwise would not exist.

7. ASSIGNMENT

This Contract may not be assigned in any manner or by any means by Consultant without the express prior written consent of the Town.

8. RATIFICATION

Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and affirmed.

9. GOVERNING LAW/VENUE

This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Pierce County, Washington.

10. REPRESENTATIONS

The signatories to this Agreement certify that they have fully read and agree to the foregoing terms on behalf of the entity he/she represents. By signing this Agreement, each individual certifies that he/she is at least 18 years of age and has legal authority to enter into this Agreement on behalf of the entity he/she represents.

11. EFFECTIVE DATE

This Agreement shall become effective January 1, 2013.

DATED this \_\_\_\_\_ day of November 2012.

TOWN OF EATONVILLE, a municipal corporation

By: \_\_\_\_\_  
Raymond Harper, Mayor

Attest:

By: \_\_\_\_\_  
Kathy Linnemeyer, Clerk

TRAINING PHYSICIAN

By: \_\_\_\_\_  
Dr. Jacques Kobersy

Approved as to form:

\_\_\_\_\_  
Town Attorney