

INTERGOVERNMENTAL EMS CONTRACT
Advanced Life Support (ALS) Funding
Amendment No. 3

THIS Third Amendment is made and entered into in duplicate originals this ____ day of _____, 2024, by and between the **COUNTY OF THURSTON**, a municipal corporation, hereinafter referred to as the "COUNTY" and the City of Tumwater, a municipal corporation, hereinafter referred to as the "AGENCY".

- A. The County and the Agency entered into an Intergovernmental EMS Contract on January 1, 2023, amended by First Amendment dated November 21, 2023 and Second Amendment dated July 3, 2024 (collectively the "Contract").
- B. Section XIX of the Contract provided that any modifications of the Contract be in writing and signed by both parties.
- C. The County and Agency desire to amend the Contract to provide for clarification of the financial responsibilities of paramedic onboarding associated with the creation of an ALS Academy in Thurston County.

Now, therefore, in consideration of the mutual benefits and covenants contained herein, the parties agree to the following terms and conditions:

1. ALS Academy

Section IV, "Compensation and Method of Payment," of the Contract is amended to add a new subsection W as follows:

W.

ALS Academy:

Starting January 1, 2025, the COUNTY agrees to provide coordination with AGENCY personnel and instructors/evaluators regarding lesson planning, content creation (when necessary), scheduling, written exam creation and identification of a physical location for two six-week ALS Academies per year.

The ALS Academies shall be staffed with a combination of AGENCY personnel, COUNTY personnel, and subject matter experts. The AGENCY agrees to provide MPD-approved paramedic instructors and evaluators necessary for ALS Academies. The County shall provide the Agency no less than 30 days advance notice of the number of instructors and evaluators that are necessary for each Academy. AGENCY personnel costs shall be eligible for 100% reimbursement, up to an aggregate maximum of \$40,000 per ALS Academy.

All participants in the ALS Academy shall be employees of the AGENCY and shall be certified and meet the requirements described in Exhibit A, Section II.A.1. on commencement of the ALS Academy. The COUNTY shall affiliate all ALS Academy attendees with Thurston County prior to the commencement of the ALS Academy.

The COUNTY agrees to pay the salaries and benefits described in Section IV of this Agreement throughout the entirety of the ALS Academy. Paramedics shall receive written notification that the ALS Academy is a condition of employment by the AGENCY when granted a conditional offer. This condition of employment shall be submitted to the

COUNTY prior to reimbursement to the AGENCY for the ALS Academy and associated salaries and benefits of paramedic participants. Should an attendee be terminated prior to the successful completion of the ALS Academy, the COUNTY shall cease reimbursement on the final day of ALS Academy attendance.

Successful completion of the ALS Academy shall be determined by the MPD for Thurston County and in partnership between the COUNTY and the AGENCY.

Fire Academy: Upon successful completion of the ALS Academy, the COUNTY shall continue to reimburse salaries and benefits listed in Section IV until the commencement of the attendee's fire academy, should fire academy be necessary. The AGENCY shall not be reimbursed for a paramedic's salaries and benefits during the time they are enrolled in fire academy. This period shall be defined from the first day of fire academy until the first day that the paramedic returns to the AGENCY's paramedic staffing configuration following completion of the fire academy.

2. Full Force and Effect

All other terms and conditions of the Contract not modified by the Amendment shall remain in full force and effect.

Dated the effective date set forth above.

CITY OF TUMWATER

BOARD OF COUNTY COMMISSIONERS

Debbie Sullivan
Mayor

Director, Ben Miller-Todd
THURSTON COUNTY EMERGENCY SERVICES

ATTEST:

Melody Valiant
CLERK CITY OF TUMWATER

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

By: Karen Kirkpatrick, City Attorney

By: Seth Dickey, Deputy Prosecuting Attorney