INTERGOVERNMENTAL EMS CONTRACT Advanced Life Support (ALS) Funding Amendment No. 1

THIS First Amendment is made and entered into in duplicate originals this ______day of ______, 2023, 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 Agency entered into an Intergovernmental EMS Contract on January 1, 2023 ("Contract").
- B. Section XIX of the Contract provided that any modification of the Contract be in writing and signed by both parties.
- C. The County and Agency desire to amend the Contract to provide for temporary EMT/paramedic staffing procedures.

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

1. Combination EMT/Paramedic Staffing.

Section IV.U. of the Contract is amended as follows:

- 1. In the event that the AGENCY, or the COUNTY, is required to surge paramedic response capacity or maintain existing capacity due to unforeseeable circumstances for a limited period of time, the allowance for a single paramedic unit with EMT partner shall be granted for situations as defined in Thurston County Protocol (i.e. MCI, pandemic, extreme call volumes). This allowance does not apply to foreseeable staffing shortages by the AGENCY or the routine operations of seven (7) frontline paramedic response units. The AGENCY is encouraged to coordinate coverage with partner agencies in the event of non-surge, staffing shortfalls.
- 2. It is the expressed preference of the COUNTY that all contracted paramedic units be staffed 24 hours per day with dual-paramedic configuration in accordance with Exhibit A, paragraph 1. In the event unforeseeable circumstances arise as defined by IV.U, this will constitute the agreed upon process for staffing a unit with an EMT/paramedic configuration for a limited timeframe.
 - a. The AGENCY shall make all efforts to fill the open paramedic position with a Thurston County affiliated paramedic and in accordance with AGENCY labor agreements and/or cooperative interlocal agreements among other agencies who hold an active ALS contract with the COUNTY.
 - b. The AGENCY shall notify COUNTY prior to the implementation of any alternative staffing models with the Medic Unit affected, the timeframe the alternative model will be utilized, and the reason for alteration. Notification shall be made via phone/text to the ALS Program Manager, Director, or Medic One mainline in that order of preference. Lack of contact shall not preclude implementation of the alternative staffing model. A follow-up communication will be sent to the ALS Program Manager and copying the Director at the earliest convenient time.
 - c. "Medic Units" are defined as dual-paramedic staffed units and any units with a

- combination staffing of EMT/paramedic shall be constituted as "Aid Units".
- **d.** The Medic Unit that is not fully staffed shall be marked Out of Service (OOS) in CAD (dispatching software), and the replacement Aid Unit shall cover the Medic Zone of the unit marked OOS.
- **e.** Any EMT/paramedic Aid Unit shall be staffed in the same physical location as the Medic Unit the Aid Unit is replacing.
- f. The COUNTY authorizes the use of primary Medic Unit at said location to be utilized for the purposes of said Aid Unit staffing and waives the \$25/day fee stated in I.C.2.
- **g.** For the purpose of this Agreement, "Thurston County Protocol" within the 2023-2025 ALS Contract shall be defined to include Thurston County Protocols, as well as MPD policies and procedures.

2. Full Force and Effect.

All other terms and conditions of the Contract not modified by this 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:	ATTEST:
Melody Valiant, City Clerk	Clerk of the Board
APPROVED AS TO FORM:	JON TUNHEIM PROSECUTING ATTORNEY
By: Karen Kirkpatrick, City Attorney	By: Rick Peters Deputy Prosecuting Attorney