



CITY OF
TUMWATER

**PUBLIC HEALTH & SAFETY COMMITTEE
MEETING AGENDA**

**Online via Zoom and In Person at
Tumwater City Hall, Council Conference
Room, 555 Israel Rd. SW, Tumwater, WA
98501**

**Tuesday, November 14, 2023
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: Public Health & Safety Committee, October 10, 2023
- [4.](#) Agreement with the Confederated Tribes of the Chehalis Reservation for Fire Protection and Emergency Services (Brian Hurley)
- [5.](#) Intergovernmental EMS Contract Advanced Life Support (ALS) Funding Amendment No. 1 (Shawn Crimmins)
6. Additional Items
7. Adjourn

Meeting Information

All committee members will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

<https://us02web.zoom.us/j/85171307223?pwd=SU9WSHVGRzFmTzBEMkliVk9Ka1ZCdz09>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 851 7130 7223 and Passcode 419628.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. the day before the meeting. Comments are submitted directly to the Committee members and will not be read individually into the record of the meeting.

Post Meeting

Audio of the meeting will be recorded and later available by request, please email CityClerk@ci.tumwater.wa.us

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360)

252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email ADACoordinator@ci.tumwater.wa.us.

**TUMWATER PUBLIC HEALTH AND SAFETY COMMITTEE
MINUTES OF VIRTUAL MEETING
October 10, 2023 Page 1**

CONVENE: 8:00 a.m.

PRESENT: Chair Leatta Dahlhoff and Councilmembers Peter Agabi and Angela Jefferson.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Fire Chief Brian Hurley, Police Chief Jon Weiks, Assistant Fire Chief Shawn Crimmins, Communications Manager Ann Cook, and Police Administrative Supervisor Laura Wohl.

CHANGES TO AGENDA: There were no changes to the agenda.

**APPROVAL OF
MINUTES: PUBLIC
HEALTH & SAFETY
COMMITTEE,
SEPTEMBER 12,
2023:**

MOTION: Councilmember Jefferson moved, seconded by Chair Dahlhoff, to approve the minutes of September 12, 2023 as presented. A voice vote approved the motion.

**INTERLOCAL
AGREEMENT WITH
PIERCE COLLEGE
FOR PARAMEDIC
TRAINING:**

Fire Chief Hurley briefed members on a proposed interlocal agreement with Pierce College to enable the Tumwater Fire Department to participate in the paramedic training program offered by Pierce College.

Through a contract with Thurston County Medic One, the fire department has 19 paramedic firefighters assigned to the Tumwater Fire Department supported by Thurston County Medic One. The fire department has two medic units with one located in the City and one unit as part of the Medic One system in the Rochester area. Both units are mobile emergency critical care units providing advanced life support care.

The certifying body for paramedic certification is the National Registry of Emergency Medical Technicians. Following receipt of the certification, individuals can apply to be certified in Washington through the Department of Health under the medical license of a physician medical program director. For Thurston County, the county medical program director oversees all medics and emergency medical technicians (EMTs). Training consists of 1,800 hours on various medical topics. The training format is a combination of lectures, skills labs, hand-on training, internships in hospitals, emergency rooms, and in operating rooms working with anesthesiologists, OB-GYN rotations, mental health, and other hospital service rotations. For field hands-on training, training is offered by the Tumwater Fire Department through the field internship training program for interns and students who work 24-hour shifts

TUMWATER PUBLIC HEALTH AND SAFETY COMMITTEE
MINUTES OF VIRTUAL MEETING
October 10, 2023 Page 2

supervised by fire department paramedics to afford real hands-on skills and patient assessment opportunities to provide the environment for critical thinking and decision-making.

The Tumwater Fire Department currently has agreements with Tacoma Community College and Central Washington University. The pierce College program is a new program and is similar to the agreement with Tacoma Community College. All agencies continue to struggle hiring paramedics. Support by the fire department is valuable to support the program.

Staff recommends the committee forward approval of the proposed interlocal agreement to the Council for consideration at its next meeting.

Chair Dahlhoff asked whether firefighters in the department have an option to participate in paramedic training. Fire Chief Hurley said the department currently has one firefighter enrolled in paramedic training as part of an education assignment in partnership with Medic One to assist in covering some of the backfill costs. Other firefighters have participated in the training as well. Other fire jurisdictions have also taken advantage of the program.

MOTION:

Councilmember Jefferson moved, seconded by Chair Dahlhoff, to recommend the Council approve the Interlocal Agreement with Pierce College for Paramedic Training at its next meeting. A voice vote approved the motion.

**PUBLIC DEFENSE
UPDATE:**

Director Niemeyer introduced Patrick O'Connor, Director, Thurston County Public Defense, to provide the update.

Mr. O'Connor said Thurston County Public Defense provides indigent defense representation services for the City of Tumwater to individuals arrested and charged with a crime. If eligible for a public defender, individuals are assigned an attorney through the office. The office has assigned one full-time public defender and one full-time legal assistant to Tumwater cases based on the number of filings.

This year, when new laws become effective in August for the possession of controlled substances, the office anticipated those cases would be referred to Thurston County District Court. The City of Tumwater works with Thurston County courts to receive court services. All City of Tumwater defendants are eligible and are provided with the same opportunities as other Thurston County defendants accused of possession of a controlled substance.

Thurston County Public Defense also works with the Law Enforcement Assisted Diversion Program (LEAD) to identify individuals for referral to the LEAD team to engage with defendant to ascertain interest in

TUMWATER PUBLIC HEALTH AND SAFETY COMMITTEE
MINUTES OF VIRTUAL MEETING
October 10, 2023 Page 3

participating in the program with the endorsement of the Thurston County Prosecuting Attorney's Office.

Year-to-date statistics reflect 188 Tumwater cases. Of those cases, 31 cases were misdemeanor offenses, 231 cases were gross misdemeanor offenses, and 85 cases were traffic offenses (DUI) representing 247 charges for individuals from Tumwater. Individuals can also be charged with more than one offense.

Mr. O'Connor shared that the City benefits from direct relationship of the office to the resource hub located on the Thurston County Courthouse campus. The resource hub is staffed with community providers available during the week to provide connections to behavioral health resources and other underlying issues associated with poverty many individuals are encountering. Thurston County Public Defense refers the highest number of clients to the resource hub, which benefits both the City and Thurston County by providing some stability to individuals involved in the justice system to prevent recidivism and future contacts with law enforcement.

The City also benefits from services provided by a social worker assigned to Thurston County Public Defense with all City clients eligible for referral to the social worker for connections for behavioral health issues.

Councilmember Agabi joined the meeting at 8:15 a.m.

Councilmember Jefferson commented that she often hears from various sources that legislators are not taking crime seriously because of the number of people arrested who often after a release commit other similar crimes. During the last meeting of the Thurston County Law and Justice Council, members discussed the cause of increase in crime. Thurston County judges are utilizing a new risk tool to inform bail decisions. She asked how the new tool will make a difference to Thurston County Public Defense and to the community in general.

Mr. O'Connor responded that the Thurston County Law and Justice partners applied for a grant from a national organization to examine pre-trial processes. That work had been completed for a number of years across the country. Thurston County was selected along with Pierce County to participate in the project. The project encompasses examining all practices in a pre-trial jurisdiction beginning with arrest, diversions, and bail practices. The mission and goals are to enhance public safety in the context of bail practices, enhance public safety, maximize release, and maximize court appearances. A component of the project is emphasis on data-driven and analytical processes to produce better information for the courts to determine risk-based decisions as opposed to charge-based decisions. Recently launched is a static risk tool designed specifically for Thurston County through the assistance of a group as part of the project sponsor known as the Research Triangle Group, a group of experts on data

TUMWATER PUBLIC HEALTH AND SAFETY COMMITTEE
MINUTES OF VIRTUAL MEETING
October 10, 2023 Page 4

collection and analytics of bail data throughout the country. The group completed a case study in Thurston County by reviewing data of 10,000 cases to inform the risk tool developed specific to Thurston County. Prior to the county's investment in the project, the county lacked data and was unable to inform the community and stakeholders of the rates of releases, bail amounts, average number of court appearances missed by individuals, and the number of individuals committing new crimes. The county is moving forward with the analytical tool with all users becoming familiar with the new tool. He noted the difficulty of conveying information to the community on bail rules, laws, and actions required by judges when applying the laws. The tool represents best practices as reflected nationally.

The cash bail system in the state does not necessarily increase court appearances or deter individuals from committing new crimes. However, there are cases where the court must undertake a systematic legal analysis as all suspects are presumed to be innocent despite some very serious crimes. Cases do occur where cash bails are imposed. The goal is to ensure there are not two systems of justice for those with financial resources and for those without financial resources. The tool is designed to assist in making decisions about which individuals could be released until the case is adjudicated without the threat of the individual committing another crime.

Councilmember Agabi asked whether specific cases are selected to determine effectiveness of the tool or whether the examination is a general overview of the effectiveness. Mr. O'Connor said the project includes identification of both violent and non-violent offenses based on Washington law and input from stakeholders. Arrests typically fit into the two categories of either a violent offense or a non-violent offense. Assault and domestic violence arrests are considered a violent offense for the purpose of the project. The issue is further complicated because Washington State law dictates that anyone accused of a crime is presumed to be innocent and that the individual should be released without financial conditions unless the individual poses a likelihood of committing a violent offense, likely to not appear if released, or is likely to interfere with the administration of justice. The law also requires that any financial bail imposed by the court affords the ability for the individual to post the financial bail based on the financial information available to the court. Additionally, the issue is further complicated should the court deem that the individual poses a likelihood of committing a violent offense requiring the judge to impose a financial condition based on the legal requirement that the defendant can afford the bail.

Councilmember Agabi asked how repeat offenders are classified. Mr. O'Connor said if the individual has prior criminal convictions and arrested on a new charge, the court considers the criminal history. The risk tool factors prior criminal history and the type of crimes.

TUMWATER PUBLIC HEALTH AND SAFETY COMMITTEE
MINUTES OF VIRTUAL MEETING
October 10, 2023 Page 5

Chair Dahlhoff cited a recent scenario of an individual released on bail on a charge of vandalism of a business in Tumwater and committing another similar offense after being released. She asked whether that information is factored within the risk tool. Mr. O'Connor responded that the tool is based on weights. If an individual is arrested on the initial allegation and re-arrested while the first case is pending, the individual will be weighted at a higher risk because of the pending case and new arrest of another crime. Additionally, the type of offense either violent or non-violent is also factored. If both cases are considered as non-violent property offenses, the violation of the release conditions will be higher because of the pending case.

Chair Dahlhoff asked how individuals qualify as indigent. Mr. O'Connor said a standard form issued by the court is filled out by all arrested individuals. The information completed is under the penalty of perjury. The court determines whether the individual is indigent based on the information and the standards used to determine whether an individual is indigent.

Chair Dahlhoff asked whether the office tracks the percentage of cases claiming indigent status. Mr. O'Connor confirmed it would be possible to obtain the information as the court tracks the number of criminal cases from Tumwater and Thurston County Public Defense, as well as the number of assignments. Approximately 80% of cases in Thurston County District Court qualify for public defense.

Chair Dahlhoff commented on the importance of services provided by Tumwater and access to those services. The information represents a good opportunity to review data to determine the extent of the City's services to the community. Mr. O'Connor agreed on the importance of continuing conversations on opportunities available to the community.

Chair Dahlhoff thanked Mr. O'Connor for providing the update.

**ADDITIONAL
ITEMS:**

Chair Dahlhoff reviewed agenda topics for the November meeting and potential topics for the December meeting.

ADJOURNMENT:

With there being no further business, Chair Dahlhoff adjourned the meeting at 8:44 a.m.

Prepared by Valerie L. Gow, Recording Secretary/President
 Puget Sound Meeting Services, psmsoly@earthlink.net

TO: Public Health & Safety Committee
FROM: Brian Hurley, Fire Chief
DATE: November 14, 2023
SUBJECT: Agreement with the Confederated Tribes of the Chehalis Reservation for Fire Protection and Emergency Services

1) Recommended Action:

Recommend the Agreement with the Confederated Tribes of the Chehalis Reservation for Fire Protection and Emergency Services to full Council for approval at the next Council meeting.

2) Background:

The Confederated Tribes of the Chehalis Reservation hold land and operate businesses in the City of Tumwater (referred to as "Exit 99 Reservation Properties"). As a sovereign nation, the Tribe does not pay taxes to the City of Tumwater. The Tumwater Fire Department provides fire protection and emergency services to all properties within the City. In 2022 the parties recognized the need for a response agreement for the provision of these services. This agreement has already been approved by the Tribe.

3) Policy Support:

Strategic Priorities and Goals 2023-24: Provide and Sustain Quality Public Safety Services

4) Alternatives:

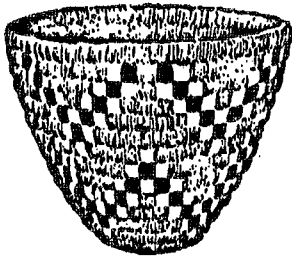
☐ Do not recommend adoption

5) Fiscal Notes:

Agreement includes annual amount of \$32,500 paid to the City for fire and emergency services

6) Attachments:

A. Agreement with the Confederated Tribes of the Chehalis Reservation for Fire Protection and Emergency Services



CONFEDERATED TRIBES of the CHEHALIS RESERVATION

Resolution No. 2023- 101

Of the Confederated Tribes of the Chehalis Reservation

RE: Approving the fire and emergency services contract between the Tribe and the City of Tumwater for the Exit 99 Reservation properties.

Whereas: The Business Committee of the Confederated Tribes of the Chehalis Reservation is the duly constituted governing body of the Chehalis Tribe, in accordance with the Constitution and By-laws adopted by voting members of the Tribe and approved by the Commissioner of Indian Affairs; and

Whereas: The Business Committee is responsible for protecting and enhancing the social, health, educational and economic well-being of Tribal Members; and

Whereas: The Tribe has jurisdiction over the Reservation and all trust lands in Indian Country; and

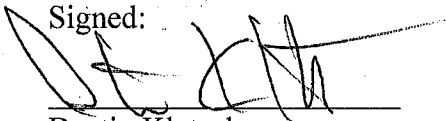
Whereas: The Tribe wishes to voluntarily and without coercion enter into a contract with the City of Tumwater for fire protection and related emergency services for the Reservation parcels at Exit 99 on I-5; and

Whereas: A copy of the proposed contract is attached hereto and made a part hereof (the "Contract");

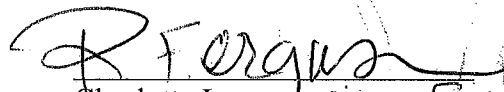
Now Therefore Let It Be Resolved: That the Business Committee of the Chehalis Tribe does hereby approve the Contract and authorizes the Chairman to sign the same.

Certification: This Resolution, Number 2023-101, was duly considered and approved at a regularly scheduled meeting of the Chehalis Business Committee held on SEPT 21st, 2023, at which a quorum was present. The vote being 3 For, 0 Against, with 0 Abstentions and with the Chairman not voting.

Signed:


Dustin Klatush
Chairman

Attested:


Charlotte Lopez Sign for
Secretary-
5th
council



**AGREEMENT BETWEEN
THE CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION
AND
THE CITY OF TUMWATER
FOR FIRE PROTECTION AND RELATED EMERGENCY SERVICES**

THIS AGREEMENT is made and entered into this ___ day of _____, 2023, by and between the Confederated Tribes of the Chehalis Reservation, a sovereign nation hereinafter referred to as "CHEHALIS", and the "City of Tumwater", hereinafter referred to as "TUMWATER."

WHEREAS, CHEHALIS has Reservation trust land located within the TUMWATER's service area; and

WHEREAS, TUMWATER is a Washington municipal corporation with the responsibility to provide fire protection and emergency medical services within its geographical boundaries; and

WHEREAS, it is the purpose of this Agreement to establish fire protection and emergency services and compensation for those services wherein TUMWATER will provide fire protection, rescue, and emergency medical services (hereinafter referred to as "Services") to CHEHALIS at its Exit 99 Reservation properties (the "Exit 99 Reservation Properties") referenced in Exhibit A; and

WHEREAS, TUMWATER has the resources to provide fire protection for the facilities and emergency medical services for the residents, employees, visitors and guests within Exit 99 Reservation Properties located within TUMWATER's service area; and

WHEREAS, TUMWATER funds its operations substantially through property tax levies. CHEHALIS is a federally-recognized tribal nation that owns tax-exempt properties located in or adjacent to TUMWATER; and

WHEREAS, CHEHALIS and TUMWATER believe that it is in the best interests of the public health, safety and welfare to enter into an agreement for their mutual benefit;

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the parties hereto hereby agree:

1. **SERVICES.** This agreement covers the Exit 99 Reservation Properties within TUMWATER's service area. TUMWATER will provide fire protection, rescue, and emergency medical services to the businesses, buildings, residents, guests, visitors, and employees on all Exit 99 Reservation Trust Properties located within TUMWATER service area.
2. **SERVICE LIMITATION.** TUMWATER makes no guarantee of assurance of providing responses within any specific period of time or the number of types of equipment and number of personnel that will respond at any particular emergency. The duty of TUMWATER to provide emergency services under the provisions of this agreement is a duty owed to the public generally and by entering into this agreement, TUMWATER does not incur a special duty to CHEHALIS, its residents, businesses, workers, licensees or invitees on the Exit 99 Reservation Trust Properties within TUMWATER.
3. **TERM.** The initial Term shall be from the date of signing for a period of two years.

The Agreement shall be automatically extended for additional two years terms unless terminated by either party as set forth below.

4. **TERMINATION.** The agreement may be terminated without cause by either party by providing the other party with one hundred twenty (120) days written notice.
5. **NOTICE.** Notice provided for in the agreement shall be deemed proper when sent by certified mail and provided to:

TUMWATER City Administrator
 City of Tumwater
 555 Israel Rd SW
 Tumwater, WA 98501

CHEHALIS Chairman
 Confederated Tribes of the Chehalis Reservation
 420 Howanut Rd
 P.O. Box 536
 Oakville, WA 98568

With a copy to:

Lead Counsel
 Confederated Tribes of the Chehalis Reservation
 420 Howanut Rd
 P.O. Box 536
 Oakville, WA 98568

6. **PAYMENT.** CHEHALIS shall pay TUMWATER compensation for the Services provided under this Agreement in the amount of THIRTY TWO THOUSAND FIVE HUNDRED and NO/100 DOLLARS \$32,500.00 each year for the first two years under this Agreement. Said payment shall be divided into quarterly installments payable to TUMWATER. Commencing with the third year under this Agreement, the compensation shall be increased by the rolling average of the previous five years annual CPI-U Seattle-Tacoma-Bellevue, WA calculated for the first day of the third year of the Agreement and each anniversary thereafter.
7. TUMWATER will invoice CHEHALIS on a quarterly basis and will provide a report of quarterly activity with each invoice. Payment shall be made by CHEHALIS within thirty (30) days after receipt of invoice. Interest at the rate of 12% per annum shall be charged on all past due accounts. Payments shall be sent to:

Accounts Receivable
 City of Tumwater
 555 Israel Rd SW
 Tumwater, WA 98501

8. **WAIVER.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

9. **CONSENT TO JURISDICTION AND EXPRESS LIMITED WAIVER OF SOVEREIGN IMMUNITY.** CHEHALIS DOES HEREBY EXPRESSLY CONSENT TO A LIMITED WAIVER OF SOVEREIGN IMMUNITY AND CONSENTS TO JURISDICTION IN THE COURTS OF THE STATE OF WASHINGTON AS HAVING EXCLUSIVE JURISDICTION TO HEAR, RESOLVE AND ENTER FINAL JUDGMENT ON ANY LEGAL DISPUTE BY AND BETWEEN THE PARTIES TO THIS AGREEMENT AND/OR THEIR AFFECTED OFFICERS, OFFICIALS, AND EMPLOYEES, CONCERNING THE INTERPRETATION OF THIS AGREEMENT, ENFORCEMENT OF ANY OF ITS PROVISION, AND ANY COMPLAINTS OR COUNTERCLAIMS FOR MONETARY DAMAGES AND/OR FOR EQUITABLE RELIEF FOR ANY ALLEGED OR ACTUAL BREACH OF ANY PROVISION OF THIS AGREEMENT AND/OR FOR THE ENFORCEMENT OF ANY SUCH FINAL JUDGMENT ENTERED BY ANY COURT OF THE STATE OF WASHINGTON REGARDING SUCH MATTERS.

10. **INDEMNIFICATION.** TUMWATER shall protect, indemnify, and save CHEHALIS harmless from and against any damage, cost, or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of TUMWATER, its employees, agents or sub- contractors, howsoever caused. TUMWATER will be responsible for any damages caused by its employees to CHEHALIS equipment and/ or fixtures and shall provide all repairs/ replacements, as appropriate, at no cost to CHEHALIS.

CHEHALIS shall protect, indemnify, and save the City harmless from and against any damages, cost, or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of CHEHALIS, its employees, agents or sub- contractors, howsoever caused. CHEHALIS will be responsible for any damages caused by its employees to City of TUMWATER equipment and/ or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the City of TUMWATER.

11. **MAINTENANCE AND INSPECTION OF RECORDS.** In order to comply with the Public Records Act, RCW 42.56, CHEHALIS shall retain all books, records, documents and other material relevant to this Agreement for six years after its expiration. CHEHALIS agrees TUMWATER shall have full access and right to examine any of said materials at all reasonable times during retention period.

12. **ATTORNEYS FEES AND COSTS.** If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other reasonable costs incurred in that action or proceeding.

13. **JURISDICTION AND VENUE.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to

interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington.

14. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The parties intend that an independent contractor relationship will be created by the Agreement. The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. 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.
15. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and represents the entire understanding of the parties hereto. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.
16. **APPROVAL AND RECORDING.** Each party to this Agreement warrants that its Council has approved and authorized the signatories below to execute this agreement. Consistent with RCW 39.34.040, this agreement shall be filed for recording with the Thurston County Auditor upon full execution, or in lieu of recording with the auditor, published electronically on the websites for both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Dated: 9/27/23

Confederated Tribes of the Chehalis
Reservation


Chairman

Dated: _____

City of Tumwater

Debbie Sullivan, Mayor

Attest:

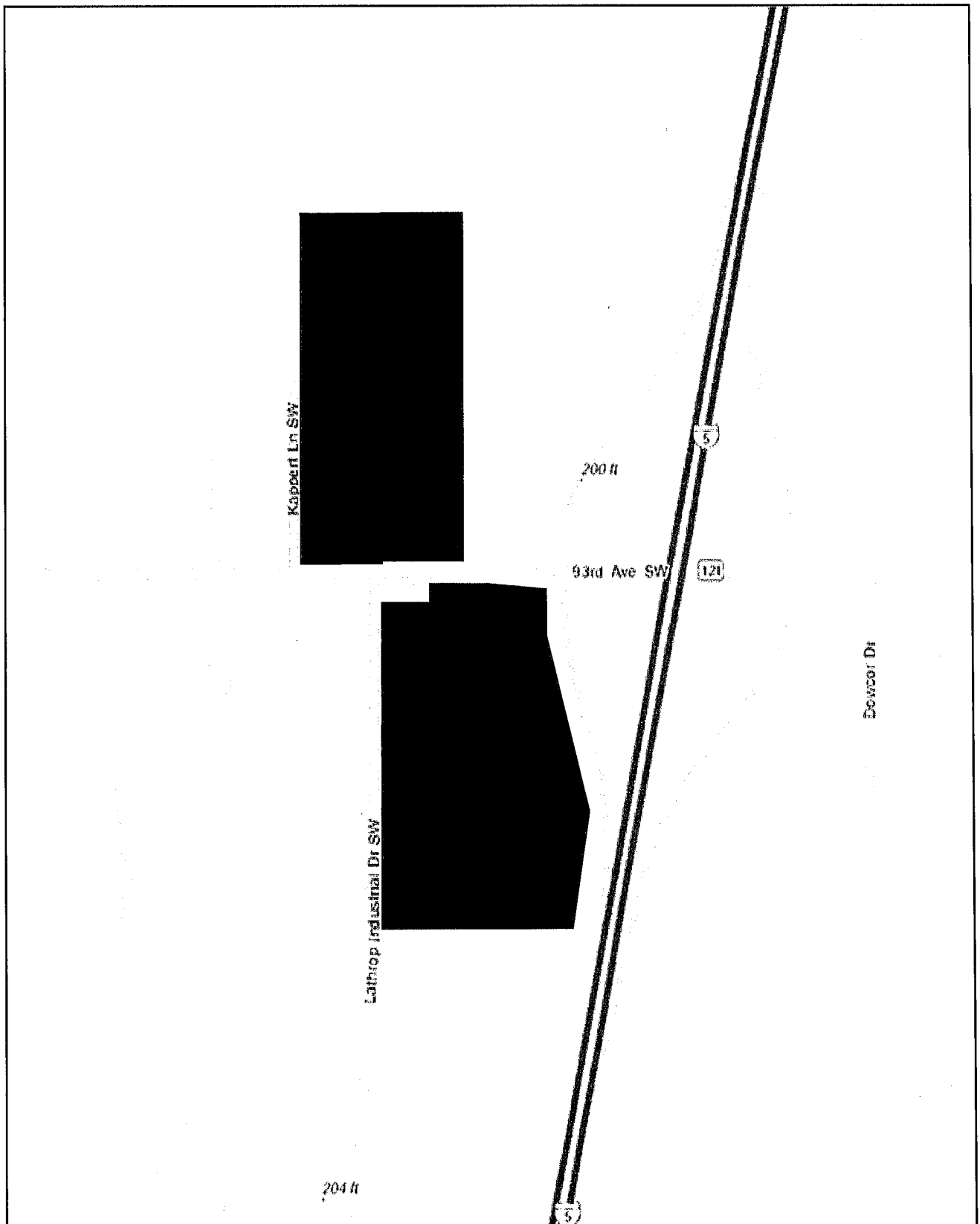
Melody Valiant, City Clerk

Approved as to Form

Karen Kirkpatrick, City Attorney

Exhibit A

Exit 99 Reservation Properties Map



TO: Public Health & Safety Committee
FROM: Shawn Crimmins, Assistant Fire Chief
DATE: November 14, 2023
SUBJECT: Intergovernmental EMS Contract Advanced Life Support (ALS) Funding Amendment No. 1

1) Recommended Action:

Recommend the Intergovernmental EMS Contract Advanced Life Support (ALS) Funding Amendment No. 1 with Thurston County Medic One to the full council for approval at the next Council meeting.

2) Background:

The City of Tumwater and Thurston County Medic One entered into an Intergovernmental EMS Contract on January 1, 2023 to provide ALS service to the citizens of Thurston County. Section XIX of the Contract provided that any modification of the Contract be in writing and signed by both parties. The County and Agency desire to amend the Contract to provide for temporary EMT/Paramedic staffing procedures.

3) Policy Support:

Strategic Priorities and Goals 2023-24: Provide and Sustain Quality Public Safety Services

4) Alternatives:

☐ Do not recommend adoption

5) Fiscal Notes:

No fiscal impact.

6) Attachments:

A. Intergovernmental EMS Contract Advanced Life Support (ALS) Funding Amendment No. 1

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