INTERLOCAL AGREEMENT

MEDIC ONE SERVICES

Contract #4311

WHEREAS, King County provides EMS Levy funding and contracts with a Lead Agency to provide Advanced Life Support Medic One services to the cities and fire districts of Redmond, Woodinville Fire and Life Safety, Kirkland, Fire District 45 (Duvall), Eastside Fire and Rescue, and Fire District 27 (Fall City); and

WHEREAS, the City of Redmond will serve as Lead Agency providing paramedic services to this area and recognizes the benefits of a cooperative approach to integrating advanced life support services into the operations and training of the local fire departments within its service area, thus creating the highest level of service possible for the citizens; and

WHEREAS, this cooperative approach would provide the framework by which individual jurisdictions would have local control and input into those operations, as well as provide a framework to resolve any potential funding shortfalls or service delivery cuts that may jeopardize the Medic One system in the future; and

WHEREAS, the parties herein desire to enter into an interlocal agreement to form a Northeast King County Medic One Policy Board that would, in part, provide guidance and coordination between advanced life support, basic life support, and fire operations within the entire service area, pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW);

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I. PURPOSE

The parties are entering into this Agreement in order to provide coordinated advanced life support (Medic One) operations, planning, training, and problem solving for the Medic One system within their service areas.

II. THE PARTIES

As of the date of execution of this Agreement, the parties to this Agreement are as follows:

- City of Kirkland
- City of Redmond
- King County Fire District 45 (Duvall Fire Department)
- King County Fire District 27 (Fall City Fire Department)
- Woodinville Fire and Life Safety District

Any other fire protection district or fire department that may, at a future date, be serviced by Northeast King County Medic One may become a party to this Agreement.

III. BOARD

An administrative entity, known as Northeast King County Medic One (hereinafter "the Board"), is hereby established to administer this Agreement.

A. Composition – The Board shall be composed of one representative or designee from each party to this Agreement.

B. Meeting – The Board shall meet at least once quarterly, but not be limited to quarterly, at a time and place to be determined by a majority of the Board and/or by the Medical Services Administrator of Northeast King County Medic One.

C. Decision Making Process – Decisions of the Board will be reached using a consensus process. In no case can the Board obligate Northeast King County Medic One, or any

of the parties to this agreement, to financial or contractual obligations not specifically spelled out herein without the approval of the elected officials of the affected agency.

D. The Policy Board will adhere to the intent of Appendix C of the Northeast King County ALS Consortium Policy Board roles and responsibilities (Attachment A).

E. Duties – Subject to the terms of this Agreement, the Board shall have the responsibility for formulation of policy and procedures for the operation of advanced and basic life support services that are general and universal to the entire service area, review proposed budgets for the Medic One system and make recommendations for changes if needed, review paramedic selection criteria and create a climate to encourage applicants from all service area fire departments, assist King County with unit location decisions, and provide other general guidance and coordination between advanced life support, basic life support, and fire department operations.

F. Supplemental Operating Fund – Potential of Cost Sharing – Under the current funding mechanism consisting of the King County Medic One Levy and the projected cost of living increases over the levy's six-year term, it is not anticipated that cost sharing will be needed or a fund established for this agreement. This clause is included in the interlocal agreement in order to provide the parties a mechanism to help fund the system if unanticipated shortfalls should occur and would require prior approval by the parties' elected bodies before implementation. A calls-for-service formula will be used to determine agency cost sharing. Each party to this agreement would be responsible for unanticipated shortfalls based on the percentage of total ALS incidents within their jurisdiction. If such authority were granted, the Board would be authorized (by RCW 39.34.030 (4)(b)) to establish a special fund with the Lead Agency's treasurer, to be designated as the Supplemental Operating Fund of the Northeast King County Medic One system. Such fund may be used for the purpose of depositing annual payments of each member agency's annual monetary contributions, if any, or any other monies received by or on behalf of the Board. Any monies accumulated in said fund shall be utilized solely for the continued operation of the Northeast King County Medic One system as determined by the Board. Should King County approve the ability to create a "sub fund reserve," the Medic One Levy would use those monies first to solve under-funding.

G. Direct Costs of Board Operation – All direct costs and expenses incurred from participation on the Board by each participating agency shall be paid by that agency. Costs incurred for wages and benefits for employees' assigned duties assisting the Board shall be paid by the employing agency.

H. Ownership of Property – It is not anticipated that the Board will acquire property. If cost sharing is implemented at some future date, the Lead Agency may be authorized by the Board to acquire title to and dispose of properties and equipment as necessary to effectuate the purposes of this Agreement. All equipment and property purchased under this Agreement shall vest in the Lead Agency (subject only to the right therein of the participating parties upon termination of this Agreement), subject to the terms of the interlocal agreement between King County EMS and the lead agency

I. Selection and Hiring of New Firefighter Paramedic

1. The Board shall have representation in the process involving development of the testing process. Additionally, the Board will have representation in, at least one of, the oral board components of the testing process.

2. Participating agency firefighters who are selected to attend Medic School will remain employees of their originating department until such time that they receive King County Emergency Medical Services Paramedic Certification. Upon receipt of

their paramedic certification, their employment will transfer to that of the Lead Agency.

Commencing the first day of Medic School, the Lead Agency will assume responsibility for payment of wages and benefits to the originating Employer; i.e., a Kirkland firefighter would receive his or her normal wages and benefits through the City of Kirkland with the City of Redmond, as Lead Agency, providing compensation to the City of Kirkland upon receipt of an invoice.

J. Employment of Firefighter/Paramedics – Firefighters selected for paramedic training will remain employees of their "home" agency while in training. Upon successful completion and certification as paramedics, firefighters will become employees of the Lead Agency. The policy board will explore the option of a "Loaned Firefighter Interlocal Agreement" for the purpose of allowing firefighters to remain employees of their "home" agency.

IV. LEAD AGENCY

A. Designated – The City of Redmond, 15670 N.E. 85 Street, P.O. Box 97010, Redmond, Washington 98073, shall be designated the Lead Agency under this Agreement.

B. Duties – In addition to its responsibilities as a party to this Agreement, the Lead Agency shall:

1. **Administrative Support** – Provide administrative and secretarial support to the Board.
2. **Maintain Books and Records** – Maintain books, records, and documents that accurately reflect all direct costs associated with the performance of this Agreement and of Northeast King County Medic One. The Board shall have access to all public books and records upon reasonable notice to the Lead Agency.
3. **Sending Invoices and Receiving Payments from the Parties** – If Section III. F. is implemented; the Lead Agency shall bill each party monthly for the costs and expenses approved by the Board under this Agreement.

C. Execution and Filing of Agreement – The Lead Agency shall ensure (that) the parties execute this Agreement and that a certified copy is filed with the King County Auditor and the City Clerk of any cities party to this Agreement pursuant to RCW 39.34.040.

V. TITLE TO EQUIPMENT

Title to all equipment authorized for purchase by the Board under this Agreement shall be in the name of the Lead Agency. Title to all equipment purchased by each entity shall be in the name of the entity purchasing the equipment.

VI. TERMINATION

This Agreement shall continue in effect indefinitely until terminated by agreement of the parties or in the event of the withdrawal under Section VII by all but a single party.

VII. WITHDRAWAL

Any party may withdraw from this Agreement without terminating the entire Agreement by giving the Board one-year prior notice. Said withdrawal shall become effective at the end of the one-year period. Any agency withdrawing from this Agreement shall be responsible to pay all invoices for costs and expenses incurred prior to termination.

VIII. INDEMNIFICATION

Each of the participating parties agrees to indemnify, defend, and hold harmless the other parties, their officers, officials, agents, employees, and volunteers from any and all claims, costs, including reasonable attorneys' fees, losses, and judgments arising out of the negligent acts or omissions of that party's officials, officers, agents, employees, and volunteers in connection with the performance of this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees or agents.

Further, each party shall defend, indemnify, and hold the other party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' and expert witness fees, arising out of the existence or effect of the ordinances, rules or regulations, policies or procedures of each respective party on the memorandum. If any cause, claim, suit, action or administrative proceedings are commenced challenging the enforceability or validity of the ordinance, rule, regulation, policy, or procedure of a party hereto, that party alone shall defend the same at its sole expense and shall fully satisfy a judgment entered on the same, including all chargeable costs and attorneys' fees.

For the purpose of this indemnification only, the parties by mutual negotiation hereby waive, as respects the other parties only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 of the revised code of Washington.

This section shall survive the expiration or termination of this memorandum to the extent allowed by law.

This provision will survive the termination of this agreement and will also remain applicable to withdrawn parties, further, that in either event, the provision will survive until such time as any applicable statute of limitations is adjudicated or acknowledged by any plaintiff as releasing all former and current parties from liability.

IX. INSURANCE

Each of the parties hereby agrees to obtain and maintain, for the duration of this Agreement, all insurance necessary to cover the potential liability described in Section (VIII) herein. This provision will survive the termination of this agreement and will also remain applicable to withdrawn parties, further, that in either event, the provision will survive until such time as any applicable statute of limitations is adjudicated or acknowledged by any plaintiff as releasing all former and current parties from liability.

X. MODIFICATION

No changes or modifications of this Agreement shall be valid or binding upon any of the parties to this Agreement unless such changes or modifications are in writing and executed by all of the parties.

XI. NOTICES

All notices required to be given under this Agreement shall be delivered to the Board at the address of the Lead Agency and to each of the parties at the address provided. Notices sent by registered mail shall be deemed served when deposited in the U.S. Mail.

XII. INTEGRATION

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

XIV. EFFECTIVE DATE

This Agreement shall become effective following the occurrence of the following actions:

A. Approval of the Agreement by the official action of the governing bodies of each of the parties hereto;

B. Signing of the Agreement by the duly authorized representative of each of the parties hereto;

C. The filing of a copy of this Agreement with the following public officials:

1. The City Clerks of the participating cities hereto; and
2. The King County Auditor

IN WITNESS WHEREOF, the undersigned public agencies have executed this Agreement on the date and year set forth below.

City of Redmond

Mayor, City of Redmond

Date: 2/4/03

APPROVED AS TO FORM:

Redmond City Attorney

ATTEST/AUTHENTICATED:

Redmond City Clerk

King County Fire District 45

Chairperson, Board of Commissioners

Date: 12/19/02

APPROVED AS TO FORM:

King County Fire District 45 Attorney

ATTEST/AUTHENTICATED:

Fire District 27

APPROVED AS TO FORM:

Chairperson, Board of Commissioners

Fire District 27 Attorney

Date: 1/14/2003

ATTEST/AUTHENTICATED:

Melinda Evans

City of Kirkland

APPROVED AS TO FORM:

City Manager, City of Kirkland

Kirkland City Attorney

Date: _____

ATTEST/AUTHENTICATED:

Kirkland City Clerk

Woodinville Fire and Life Safety

APPROVED AS TO FORM:

Chairperson, Board of Commissioners

Woodinville Fire and Life Safety Attorney

Date: _____

ATTEST/AUTHENTICATED:

Fire District 27

APPROVED AS TO FORM:

Chairperson, Board of Commissioners

Fire District 27 Attorney

Date: _____

ATTEST/AUTHENTICATED:

City of Kirkland

APPROVED AS TO FORM:

City Manager, City of Kirkland

Kirkland City Attorney

Date: 12/23/02

ATTEST/AUTHENTICATED:

Kirkland City Clerk

Woodinville Fire and Life Safety

APPROVED AS TO FORM:

Chairperson, Board of Commissioners

Woodinville Fire and Life Safety Attorney

Date: _____

ATTEST/AUTHENTICATED:

Fire District 27

APPROVED AS TO FORM:

Chairperson, Board of Commissioners

Fire District 27 Attorney

Date: _____

ATTEST/AUTHENTICATED:

City of Kirkland

APPROVED AS TO FORM:

City Manager, City of Kirkland

Kirkland City Attorney

Date: _____

ATTEST/AUTHENTICATED:

Kirkland City Clerk

Woodinville Fire and Life Safety

Chairperson, Board of Commissioners

Fire Chief

Date: Dec. 17, 2002

ATTEST/AUTHENTICATED:

East Consortium Policy Board Roles and Responsibilities

The East Consortium has delineated the roles and responsibilities of the proposed governing council, in the form of decisions and oversight functions that would be the responsibility of the Board, the shared responsibility of the lead agency, Redmond, and the Board, or the sole responsibility of the lead agency. This matrix is intended to be a guide to the development of an inter-local agreement between the East Consortium members.

ALS Policy Board Roles and Responsibilities Matrix	Lead Agency	Lead Agency *with* Board input	Board Responsibility
Budget			
Core ALS budget/funding allocation from EMS Levy (includes budget formulation and budget adoption)	X		
Additional Consortium budget for cost-sharing or ALS program enhancements (includes budget formulation and budget adoption)			X
Policies for expenditures & revenue sources		X	
Recommendation of financial commitments to elected bodies			X
Budget implementation	X		
Cost-sharing implementation			X
Cost-sharing enforcement	X		
Periodic Program Status Reports			
Budget Reports		X	
Operational Reports		X	
Performance Indicators		X	
Exception Reports		X	

ALS Policy Board Roles and Responsibilities Matrix	Lead Agency	Lead Agency *with* Board input	Board Responsibility
Labor Contract			
Negotiations	X		
Administration		X	
Operating Policies and Procedures			
Establish mission, goals, guiding principles			X
Operating policies and procedures		X	
Implementation of policies and procedures	X		
Recommended unit growth			X
Vehicle replacement	X		
HR/Personnel Operations			
Hiring/termination of MSA		X	
Hiring of paramedics	X		
Development of selection process		X	
Adoption of process			X
Promotions	X		
Management of Consortium Process (including dispute resolution			
Planning and Continuation of the Consortium			X
Contingency short and long-term planning			X
Emergency planning			X
Plan Adoption			X