



ORIGINAL  
AGREEMENT  
between  
Shoreline Fire Dept  
Woodinville Fire  
& City of Bothell  
Dept  
AGR 15-204

**INTERLOCAL AGREEMENT**  
**Between**  
**Shoreline Fire Department,**  
**City of Bothell Fire and E.M.S.**  
**&**  
**Woodinville Fire & Rescue**

**Community Medical Technician (CMT)**  
**Pilot Program**

**INTERAGENCY PARTICIPATION PROCESS**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between Shoreline Fire Department, City of Bothell Fire and E.M.S., and Woodinville Fire & Rescue for the purposes set forth below.

WHEREAS, the Medic One/Emergency Medical Services 2014-2019 Strategic Plan includes a strategic initiative to better manage demand and expected growth in request for Basic Life Support assistance; and,

WHEREAS, Shoreline Fire Department, City of Bothell Fire and E.M.S. and Woodinville Fire & Rescue are willing to partner to participate in a 2-year pilot program October 1, 2015 through December 31, 2017 in coordination with King County EMS (KCEMS) to look at low-acuity call management; and,

WHEREAS, KCEMS is providing financial support during the pilot study in the amount of \$1,018,954 and each agency is willing to submit and contribute their share of the KCEMS Basic Life Support Core Services Fund as additional funding; and,

WHEREAS, Shoreline Fire Department is willing to serve in the role of the "Lead Agency" for the purpose of managing the funding, assigned work schedule and personnel for the program.

NOW, THEREFORE, City of Bothell Fire and E.M.S., and Woodinville Fire & Rescue agree to be "Partner Agencies" in the pilot program known as the "North County CMT Pilot Project" (NCCMTP).

## I. OBJECTIVE OF AGREEMENT

The objective of this agreement is to establish a CMT unit to be in-service around 12 hours per day seven days a week starting at 08:30. The CMT unit will be dispatched on "low acuity" 911 responses by NORCOM across all three agencies jurisdictions. The overall staffing days and times are subject to change to provide the best utilization of staffing resources. No existing "on duty" personnel will be assigned to the NCCMTP to maintain CMT staffing. No agency will institute mandatory overtime for the purpose of maintaining CMT unit coverage. Should two personnel not be available, the CMT unit will be placed out of service.

In addition to low acuity 911 responses, the CMT crew will also:

1. Work with each agency's Community Services Officer (CSO) to identify and assist with high utilizers of the 911 system.
2. Provide outreach and education of the 911 response system to the assisted living and adult family home facilities in coordination with KCEMS and the local CSO.
3. Provide follow up contact for patients seen but not transported by response crews.
4. Provide information and training to 911 response crews on social services support network resources.
5. Respond when available and "nearby" to unconscious/unresponsive or CPR events if likely a first in resource.
6. Respond when available to "confirmed structure fires" to assist local agency.

For the purpose of the program there will be two positions established:

The first is CMT Lead Position. Four individuals will be assigned to the program fulltime in the Lead Position. These individuals will work a modified 7-K exempt work schedule to allow for 12-hour CMT unit shift coverage. This position is available to Firefighter/EMTs who work in any of the three agencies. These individuals will be required to maintain their "firefighter qualifications" during the time assigned to the program.

The second position is CMT Pool Position. This position is for individuals who work on the CMT unit above their normal job duties. These individuals work in a support role of the Lead Position while staffing the two person CMT unit. This position is open to any EMT or medic who works in any of the three agencies.

CSO Staffing CMT Unit:

Existing CSO personnel in each agency who have an EMT certification may staff the CMT unit up to 24 hours per month outside their normal work hours.

Employees assigned to the program working within the NCCMTP will remain employed by their agency employer and fall under their CBA and work rules.

Both the Lead and Pool CMT positions are required to complete the KCEMS CMT program training requirements to be eligible to participate in the program. CMT module training is open to all employees in any of the three agencies with an EMT or Paramedic certification. The CMT

module is approximately 16 hours in length with a combination of self study and classroom time.

## **II. SCHEDULING AND COMPENSATION:**

The Lead CMT positions will work a modified 40-hour per week schedule with an annual 2080 hours requirement. The shift start time will normally be at 08:30 hours. This will include paid meal breaks and available time for exercise. Individuals fulfilling this position will receive their existing pay matrix plus a 4% (of top step FF) dayshift premium as outlined in the Local #1760 pay matrix. The Lead CMT positions will not compete with other individuals for optional time off and will accrue the same benefits as their current 24 hour position. The Lead CMT positions are required to work the necessary work back days to meet their contractual hours.

The Lead CMT positions will have a 28-day FLSA work period consistent with the pre-established 28-day cycle used in Shoreline. FLSA overtime shall be paid to employees if their regular work hours exceed 212 hours during this work period. Additionally, overtime will be paid for employees who work greater than their required 2080 annual contractual hours.

The Pool CMT positions will be scheduled in shifts normally starting at 08:30. The Pool CMT position shifts will typically be scheduled a month in advance with priority given to the individuals who have the least number of shifts worked on the CMT unit. The Pool CMT positions' shifts will be compensated at the individual's overtime rate as defined by their employer's agency and CBA.

Accounting of overtime hours within each agency is a local decision and related to their CBA. The CMT program will not include OT hours worked outside the program when assigning Pool CMT position shifts.

On a monthly basis, the EMS Division will establish a priority list for pool shifts.

## **III. RESPONSIBILITIES OF THE PARTIES**

The Partner Agencies agree that Shoreline Fire Department will serve as the "Lead Agency" for the purpose of managing the funding, assigned work schedule, and personnel for the program.

The Lead Agency agrees to establish a contract with KCEMS for the purpose of acquiring funding related to the CMT Strategic Initiative as identified in the KCEMS Levy period 2014-2019. The Lead Agency shall manage all funding requests and program personnel related to the NCCMTP for the duration of the program.

The Partner Agencies agree to transfer their 2016 and 2017 KCEMS "BLS Core Services" allocation to the NCCMTP for the purpose of covering personnel costs above the CMT allocation from KCEMS. No other funding requests shall be made to the Partner Agencies during the NCCMTP.

The Lead Agency agrees to seek additional external funding resources for the purpose of covering the program costs during the pilot. Failure to establish additional funding will result in the scaling back of the program to align with the identified revenue sources.

#### **IV. DURATION OF AGREEMENT**

The NCCMTP will be placed into service on October 1, 2015, or when all partnering agencies receive approval, and is expected to run through December 31, 2017.

#### **V. INTERLOCAL COOPERATION ACT PROVISIONS**

Prior to its entry into force, this Agreement shall be filed with the county auditor or listed by subject on each party's website. No separate entity is being created by operation of this Agreement.

#### **VI. FINANCING**

The Lead Agency agrees to reimburse the Partner Agencies for the "actual costs" associated for their personnel's participation in the program. For example, if an agency is providing an individual for the Lead CMT position, the employee's salary and benefits for the time assigned to the program shall be reimbursed to the Partner Agency. For employees working in the Pool CMT position the total actual "hourly costs" (wage and benefits) shall be reimbursed.

Cost accounting and reconciliation shall be done on a monthly basis, typically paid one month after the date of occurrence.

#### **VII. TERMINATION**

This Agreement may be terminated by any party, in whole or in part, for cause prior to the termination date specified in Paragraph IV, upon thirty (30) days advance written notice. Reasons for termination may include, but are not limited to, nonperformance; misuse of funds; and/or failure to provide related reports/invoices/statements as specified in Paragraph VI.

If the Agreement is terminated as provided in this section: (1) each Party will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) each Party shall be released from any obligation to provide further services pursuant to this Agreement.

#### **VIII. AMENDMENTS**

This Agreement may be amended at any time by written agreement of all Parties. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope.

## **IX. HOLD HARMLESS AND INDEMNIFICATION**

The Lead Agency and Partner Agencies shall each protect, indemnify, and hold harmless every other party to this Agreement, including their respective officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever resulting from the negligence or misconduct by such agency and/or its subcontractors pursuant to this Agreement. The Lead Agency and Partner Agencies shall each defend at their own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought forth and arising out of or incident to such agency's execution of, performance of or failure to perform this Agreement.

## **X. SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

## **XI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

## **XII. WAIVER OF SUBROGATION**

The Partner Agencies and the Lead Agency hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be insured against under fire insurance contracts including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington, provided, that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of the Partner Agencies or Lead Agency.

## **XIII. COMPLIANCE WITH REGULATIONS AND LAWS**

The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King and Snohomish County, Washington.

## **XIV. NONDISCRIMINATION**

Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or the

presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

*Attachments:*

- *Lead CMT Position Description*
- *Pool CMT Position Description*
- *Modified 7-K work schedule for 2015*

IN WITNESS WHEREOF this Agreement has been executed by each party on the date set forth below:

**CITY OF BOTHELL**



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City of Bothell, City Manager

Date: 9-22-15

**SHORELINE FIRE DEPARTMENT**



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Shoreline Fire Department, Fire Chief

Date: 9/15/15

**WOODINVILLE FIRE & RESCUE**



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Woodinville Fire & Rescue, Fire Chief

Date: 9/28/15