

Temporary Interlocal Agreement Firefighter / Paramedic Back-fill Program

Entered into between NORTH KITSAP FIRE & RESCUE hereafter referred to as “NKF&R”, and (POULSBO FIRE DEPARTMENT), hereafter referred to as “(P.F.D)”.

This agreement is in place temporarily to provide backfill Firefighter / Paramedic coverage for North Kitsap Fire & Rescue until such time North Kitsap Fire & Rescue has established a sufficient number of Firefighter / Paramedics on staff to do so.

The Back-fill Firefighter / Paramedic program shall not be utilized without first attempting to back-fill with qualified NKF&R employees. In the event no qualified NKF&R employees are available to cover the vacancy, then:

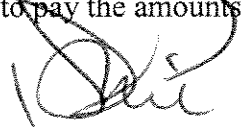
The following are the requirements and conditions for the participating agencies and employees.

1. Individuals working back-fill for NKF&R shall remain employees for P.F.D and shall be “on the clock” for P.F.D assigned for duty at NKF&R. And, shall only be assigned to Station #81 as a crew member on Medic #81.
2. Back-fill Firefighter / Paramedics assigned to NKF&R duty stations as back-fill shall receive their regular overtime compensation established by the current labor agreement at P.F.D.
3. NKF&R shall be invoiced by P.F.D. the total cost of compensation for the hours worked. NKF&R shall reimburse P.F.D. that overtime cost as invoiced.
4. P.F.D. employees participating in the Firefighter / Paramedic Back-fill Program may use their personal NFPA compliant PPE or PPE issued by P.F.D., otherwise appropriate PPE will be supplied by NKFR.
5. NKF&R shall notify the P.F.D. Duty Chief to fill needed vacancies. The P.F.D. Duty Chief will follow P.F.D. standard overtime practices with the exception of force hire. A P.F.D. firefighter/paramedic will not be mandated to fill NKF&R vacancies.
6. Back-fill employees are at no time to be utilized in shared crew staffing.
7. Due to the differences in shift schedules between the two departments (48 hr rotation versus 24 hr rotation) P.F.D. firefighter/paramedics will be not be expected to work 48 hour shifts at NKF&R. Each 24 hour period of the NKF&R shift will constitute the need for a different P.F.D. paramedic. An exception will be made where the P.F.D. firefighter/paramedic is scheduled on Kelly Leave during the requested period and agrees to work the 48 hour shift rotation.

8. P.F.D. firefighter/paramedics scheduled to work at P.F.D. the 24 hrs immediately following their 24 hour shift at NKF&R, will be relieved by 0700 hrs. This is to allow the P.F.D. employee travel time to their P.F.D. station assignment in an effort to not impact staffing at P.F.D. An exception will be made in the event the P.F.D. firefighter/paramedic is assigned to an incident.

9. All services to be rendered or performed under this Agreement will be performed or rendered entirely at NKF & R's own risk, and NKF&R expressly agrees to defend and indemnify P.F.D. and all of its officers, employees or agents from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions or damages which result from, arise out of or are in any way related to the services provided for under this Agreement; provided, however, that nothing in this Agreement shall require indemnification or payment of any judgment against individuals for intentional wrongful conduct outside the scope of employment.


The term of this agreement shall be until December 31, 2010, unless a 90 day written notice to cancel the agreement is submitted by either NKF&R or by P.F.D., however, P.F.D. may terminate this Agreement by providing 30 days written notice to NKF&R for failure to pay the amounts invoiced as set forth in paragraph 3 above.



Fire Chief, NKF&R

8-26-09

Date



Fire Chief, P.F.D

08/26/2009

Date