

Interlocal Agreement Firefighter / Firefighter Paramedic Back-fill Program

Entered into between NORTH KITSAP FIRE & RESCUE hereafter referred to as "NKFR", and PORT LUDLOW FIRE & RESCUE, hereafter referred to as "PLFR".

This agreement is in place to provide backfill Firefighter and Firefighter Paramedic coverage for the above named agencies as needed when the agencies cannot do so within their organizations.

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

For purposes of clarification, the following are definitions that will be referenced in the following document;

"Home Agency" – referring to the employee's actual employer

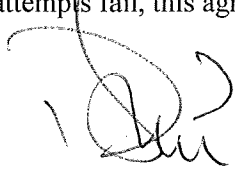
"TDA" – Temporary Duty Assignment agency (ex. NKFR employee is on TDA to PLFR).

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

1. Individuals working back-fill on a TDA shall remain employees of the Home Agency and shall be "on the clock," including all insurance and benefits.
2. Back-fill Firefighter/ Firefighter Paramedics on TDA shall receive their regular overtime compensation established by the current labor agreement of their Home Agencies.
3. The Home Agency shall invoice the TDA agency the cost for the hours worked. The invoice may include all salary obligations to include, but not limited to: Social Security, Labor and Industries, LEOFF Retirement, etc. The intent is to alleviate any financial burden on the home agency for the employee on TDA.
4. Personnel participating in the Firefighter, Firefighter/Paramedic Back-fill Program may use their personal NFPA compliant PPE and/or PPE issued by their Home Agency. In circumstances where an employee's PPE is damaged while working for the TDA agency, the TDA agency agrees to reimburse the Home Agency the cost or cleaning, repair, or replacement of such items.
5. When an agency has exhausted their internal overtime call back process and this agreement is to be implemented, the TDA agency will contact the Duty Chief of a participating agency to fill needed vacancy. The Duty Chief receiving the request will follow their respective organizations' overtime policy, excluding the force hiring of personnel to fill a TDA agency's request.

6. In the event a TDA request is filled and the Home Agency must force hire/mandatory a position that the TDA employee can fill, the TDA request will be retracted and the TDA employee will return to his/her home agency to negate the force hire/mandatory situation.
7. Back-fill employees are at no time to be utilized in shared crew staffing.
8. A TDA requests will be for 24 hours or fewer. If needed, a request can be greater than 24 hours, but will be dependent upon the TDA employee's home agency's work cycle requirements, policies and union agreement.
9. The TDA personnel scheduled to work at their respective department the day following his/her TDA shift shall be released from the TDA agency no less than 1 hour prior to their home agency shift start time, unless otherwise authorized by the home agency's Fire Chief or his/her designee. It is also understood that the TDA employee may be delayed in returning to his/her respective agency by unforeseen circumstances, such as but not limited to, completing a patient transport or the Hood Canal Bridge being closed to vehicle traffic. In the event of a known delay, the TDA employee shall be released to allow adequate time for the employee to arrive at their home agency prior to the start of their shift.
10. All services to be rendered or performed under this Agreement will be performed or rendered entirely at the home agency's own risk. The TDA agency expressly agrees to defend and indemnify the home agency 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, 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.

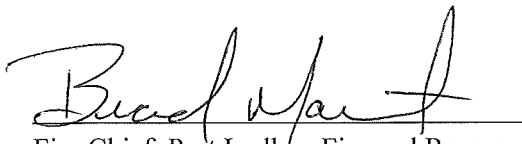
The term of this agreement be effective from the last date of signature below, and shall automatically renew annually on January 1st, unless a 90 day written notice to cancel or amend the agreement is submitted by either of the participating agencies. In the event an agency fails to reimburse a participating agency, all reasonable efforts must be made to notify and attempt to collect the invoiced reimbursement request, as set forth in paragraph 3 above. In the event all reasonable attempts fail, this agreement may be cancelled with 30 days written notice



Fire Chief, North Kitsap Fire and Rescue

5-30-18

Date



Fire Chief, Port Ludlow Fire and Rescue

5/30/18

Date