

Firefighter Backfill Interlocal Agreement

This Firefighter Backfill Interlocal Agreement (the "Agreement") is entered into between the undersigned fire protection districts for the purpose of backfill firefighter coverage between the parties when necessary.

RECITALS

1. This agreement is entered into under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. Each party to this Agreement maintains and operates their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective areas.
3. Each party occasionally experiences circumstances that result in unpredicted and unanticipated administrative short-term firefighter shortages.
4. The Parties believe that establishing a framework for providing a shared approach to firefighter backfill needs is part of an appropriate response to these circumstances that will directly benefit the employees and taxpayers of all parties.

AGREEMENT

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. Scope of Agreement

1.1. General. The scope of this Agreement authorizes the fire chiefs of the signatory agencies to work cooperatively to provide backfill Firefighter coverage for other signatory agencies when the agency cannot do so within its own organization.

1.2. Definitions.

- 1.2.1. "HOME AGENCY" – referring to the employee's actual employer
- 1.2.2. "HOST AGENCY" – referring to the agency in need of coverage.
- 1.2.3. "TDA" - Temporary Duty Assignment (ex. QFR employee is on TDA to BFD).
- 1.2.4. "Firefighter" – refers to either a Firefighter, Lieutenant, or Captain (including EMTs and Paramedics)

1.3. Requests For TDA.

1.3.1. When a HOST AGENCY has exhausted its internal overtime call-back process, the HOST AGENCY may contact the Fire Chief or designee of any Party to this Agreement and request that the Party attempt to fill the vacancy. The designated representative will receive the request and follow the HOME AGENCY overtime callback policy, procedure, and Collective Bargaining Agreement, excluding the forced hiring of personnel to fill a HOST AGENCY TDA request. Assignment of a HOME AGENCY Firefighter to a TDA shall be in the sole discretion of the HOME AGENCY.

1.3.2. 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 rescinded and the TDA employee will return to their HOME AGENCY to negate the force hire/mandatory situation.

1.3.3. A TDA request may be for 24 hours or fewer. If needed, a request can be greater than 24 hours, but will be dependent upon HOME AGENCY'S work requirements, policies, standard operating guidelines, Collective Bargaining Agreement and the HOST AGENCY's operational needs.

1.3.4. HOME AGENCY personnel scheduled to work at their respective department the day following their HOST AGENCY shift shall be released from the HOST AGENCY no less than 1 (one) hour prior to their HOME AGENCY shift start time, unless otherwise authorized by the HOME

AGENCY'S Fire Chief or designee. It is also understood that the HOME AGENCY Firefighter may be delayed in returning to their agency by unforeseen circumstances, such as but not limited to, completing a patient transport, the Hood Canal Bridge being closed to vehicle traffic or other such reasons. In the event of a known delay, the HOME AGENCY Firefighter shall be released to allow adequate time for the Firefighter to arrive at their HOME AGENCY prior to the start of their shift.

1.4. Employment Status. Firefighters assigned to a TDA shall remain employees of the HOME AGENCY, and shall not be considered employees of the HOST AGENCY. The HOME AGENCY shall remain responsible for wages, benefits, workers' compensation, insurance, retirement contributions, payroll taxes, and all other employment related obligations for its employee. For purposes of this Agreement, approved TDA duty time shall begin when the Firefighter reports for duty at the HOST AGENCY or other assigned duty location and shall end when the Firefighter is released from the TDA by the HOST AGENCY. Travel time to or from the TDA shall not be treated as approved TDA duty time or billed to the HOST AGENCY unless approved in advance by the HOME AGENCY Fire Chief or designee, required by the HOME AGENCY'S labor agreement or policy, or otherwise required by law.

1.5. Firefighter Compensation. Firefighters on a TDA shall receive all their benefits and regular overtime compensation from their HOME AGENCY as established by the current labor agreement of their HOME AGENCY.

1.6. Equipment and Supplies. Firefighters on a TDA shall utilize HOME AGENCY assigned NFPA compliant PPE. In circumstances where an employee's PPE is damaged while working for the HOST AGENCY, the HOST AGENCY shall reimburse the HOME AGENCY for the cost of cleaning, repair, or replacement of such items. Other equipment and supplies shall be provided at no cost by the HOST AGENCY.

1.7. Supervision. The Fire Chief, or designee of the HOST AGENCY will be primarily responsible for supervising the Firefighter when working for the HOST AGENCY. Provided, however, if the HOST AGENCY believes disciplinary action is necessary, the HOST AGENCY shall refer such action to the HOME AGENCY with appropriate documentation of the conduct supporting discipline. The HOST AGENCY shall retain the right to remove Firefighter members from a scheduled shift if the HOST AGENCY believes removal is in the best interest of the HOST AGENCY.

2. Payment to HOME AGENCY. The HOME AGENCY shall invoice the HOST AGENCY for the actual fully burdened labor costs associated with the HOME AGENCY Firefighter's approved TDA duty hours while assigned to the HOST AGENCY. Reimbursable costs may include wages, overtime, employment taxes, workers' compensation, and LEOFF retirement costs directly associated with the approved TDA. The HOST AGENCY shall not be responsible for costs that are not directly related to the approved TDA unless approved in advance by the HOST AGENCY Fire Chief or designee. The HOST AGENCY shall promptly pay submitted invoices within 45 days of receipt.

3. Term. The term of this agreement shall be effective from the last date of signature below and shall continue indefinitely. Any party may withdraw from this Agreement with 30 days' advance written notice to the other parties.

4. Indemnification and Hold Harmless. Each party agrees to defend, indemnify, and hold harmless the other party and each of its Board members, Firefighters, employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. Each party shall be responsible for its own legal costs and attorneys' fees. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable.

5. Insurance. Each party shall provide insurance coverage for its own operations, facilities, equipment and personnel. Each party shall furnish the other party, appropriate documentation showing that such coverage is in effect.

6. Dispute Resolution.

6.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation, and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

6.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute, then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the County Superior Court of the HOME AGENCY, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. The prevailing party in the arbitration shall be entitled to its reasonable attorney fees and costs including expert witness fees.

6.3. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the HOME AGENCY'S County Superior Court. The court shall determine all questions of law and fact without empaneling a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.

6.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

7. Miscellaneous

7.1. Administration. This Agreement shall be administered by the Fire Chiefs of the parties.

7.2. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

7.3. Assignment. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

7.4. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each party.

7.5. Entire Agreement. The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering or forming a part of or altering in any manner this Agreement.

7.6. Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

7.7. Notice. All communications regarding this Agreement shall be sent to the Fire Chief of the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of

mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

7.8. Benefits. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

7.9. Non-Exclusive Agreement. The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.

Jefferson County Fire District #2

By: CHIEF [Signature]

Date: 08/04/26

Jefferson County Fire District #4

By: [Signature]

Date: 8/4/26