

**KITSAP COUNTY FIRE CHIEFS
SHARED STAFFING INTERLOCAL AGREEMENT**

This Agreement is entered into between the undersigned fire protection districts for the purpose of assisting supplemental short term staffing in the event that a Fire District is unable to meet their staffing requirements.

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 inability to meet their staffing needs to maintain their established services level
4. The Parties believe that establishing a framework for the sharing of emergency response resources, including personnel, will be of direct benefit to the health and safety of the community and personnel

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 to work cooperatively to allow for the signatory agencies to request and provide the resources necessary to maintain emergency response service levels. This agreement is limited to staffing levels and is exclusive to automatic aid agreements for response and/or backfill related to emergency incidents.

1.2. Definitions.

- 1.2.1. **Assisting Agency.** A party to this Agreement that requests emergency response resources from another party to the Agreement.
- 1.2.2. **Requesting Agency.** A party to this Agreement that provides emergency response resources from another party to the Agreement.
- 1.2.3. **Assigned Personnel.** An employee of an Assisting Agency assigned to staff a Requesting Agency's station(s)

1.2.4. Emergency Response Resources. The apparatus, personnel, and equipment that are assigned from the Assisting Agency to the Requesting Agency.

1.3. Emergency Response Staffing Levels. Each agency is responsible for making the determination to request emergency response staffing, including the establishment of their own emergency response service levels and internal processes for attempting to maintain their service level.

1.4. Assisting Emergency Response Resource: Each agency is responsible for determining if they are able to provide emergency response resources to a requesting agency. Each agency is responsible for determining their internal methods for selecting the assigned personnel and equipment. This agreement creates no requirement or obligation to provide emergency response resources.

1.5. Request for Emergency Response Resources: At such time that a requesting agency determines the need for Emergency Response Resources, they will notify the Fire Chief or designee of the assisting agency(s), of their choice. The request should include the type of apparatus/equipment needed, the qualification requirement of the assigned personnel, and the beginning and end time of the request.

1.6. Emergency Response Resources: Emergency Response Resources will be assigned to the requesting agency as a complete response ready apparatus, including the apparatus, equipment, supplies, and personnel (minimum of two). The Emergency Response Resources will be assigned to a requesting agency's fire station and have normal access and use of the facility.

1.7. Emergency Response: The emergency response resource will be moved up the appropriate station and will respond to emergency incidents as it would under existing automatic aid agreements, including the billing for patient transport. During emergency responses, the assigned emergency response resource will fall under the supervision of the requesting agency's incident management structure.

1.8. Ancillary Duties: The assigned personnel will participate in normal training, facilities maintenance, and shift activities as assigned by the requesting agency.

2. Employment Status.

2.1. Supervision; The requesting agency will be primarily responsible for supervising the assigned personnel during the assignment to the requesting agency's station. Provided, however, any corrective action or supervisory issues will be handled by the assisting agency based on the documentation provided by the requesting agency. If, at any time, the requesting agency determines that the assigned personnel are unfit to fulfill the emergency response requirement they will notify the assisting agency and request replacement or terminate the resource request.

2.2. Compensation and Benefits: The assigned personnel will remain employees of the assisting agency for the duration of the assignment, assigned to work at the

requesting agency's fire station, and shall not be considered employees of the requesting agency. The assisting agency will remain responsible for all compensation and benefits to their assigned staff consistent with their collective bargaining agreement, including administration of payment of all wages, and other forms of compensation and compliance with all rules and regulations governing reporting, payment, and withholding of federal and state taxes imposed, including but not limited to:

- Federal income tax withholding;
- State and local income tax withholding;
- Federal Insurance Contributions Act (FICA) and Medicare tax withholding, as well as the employer component of FICA and Medicare tax;
- Federal Unemployment Tax Act (FUTA) obligations, and
- Applicable state unemployment tax obligations;
- L&I premiums

3. Payment.

3.1. The requesting agency will be required to compensate the assisting agency for the direct costs of providing the emergency response resources. This will include compensation for the hours worked by the assigned personnel, including travel to time to/from the assigned station. Compensation for non-transport apparatus will be based on the current Fire Chief's rate. There will be no compensation for the use of transport capable apparatus, in Lieu of the assisting agency billing for patient transports. Compensation for equipment use/damage will be consistent with existing automatic aid agreements. The Assisting Agency shall remain responsible for all compensation paid to its Assigned Staff consistent with their collective bargaining agreement.

4. Term. This agreement shall be effective on execution and shall continue until terminated by either party with 30 days advance written notice.

5. Indemnification and Hold Harmless. Each party agrees to defend, indemnify, and hold harmless the other party and each of its 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. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

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

7. Dispute Resolution.

7.1. 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.

7.2. 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 Kitsap County Superior Court, Kitsap County, Washington, 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.

7.3. 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 Kitsap 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.

7.4. 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.

8. Miscellaneous

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

- 8.2. 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.
- 8.3. 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.
- 8.4. 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.
- 8.5. 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 into or forming a part of or altering in any manner this Agreement.
- 8.6. 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.
- 8.7. Notice.** All communications regarding this Agreement shall be sent to 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.
- 8.8. 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.
- 8.9. Non-Exclusive Agreement.** The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.
- 8.10. No Separate Entity.** No separate or legal or administrative entity is created by this Agreement.
- 8.11. Filing.** The parties shall file a certified copy of this Agreement with the Kitsap County Auditor or, alternatively, post the Agreement on each Party's website before the Agreement becomes effective, as required by RCW 39.34.040.

City of Bremerton:



Pat McGanney, Fire Chief

Bainbridge Island:



Hank Teran, Fire Chief

November 4, 2020

Central Kitsap Fire and Rescue:



John Oliver, Fire Chief

North Kitsap Fire and Rescue:



Dan Smith, Fire Chief

Poulsbo Fire Department:



Jim Gillard, Fire Chief

South Kitsap Fire and Rescue:



Jeff Fancett, Fire Chief