

**MEMORANDUM OF PARTICIPATION of
City of Tumwater and the Tumwater Fire Department
(Workers' Compensation Account # 077,792-00)
IN THE FIREFIGHTER INJURY AND ILLNESS REDUCTION (FIIRE) PILOT PROGRAM**

Year Two Pilot January 2023 – December 2023

The goal of the Firefighter Injury and Illness Reduction (FIIRE) Pilot Program is to reduce firefighter injuries and illnesses through proactive risk management and implementation of best practices. The FIIRE Pilot Program will last two years (2021-2023), but fire departments must engage for at least one year. This agreement applies to the FIIRE Pilot Program Year Two.

We, the City of Tumwater ("Employer") and the Tumwater Fire Department ("Fire Department") (collectively "we") understand and agree to the terms of the Firefighter Injury and Illness Reduction Pilot Program Year Two as outlined below.

A. Requirements

To be eligible for the incentive, we understand that we must meet the following requirements for our fire department operations:

1. Make efforts to optimize safety committee activities based on the risk management training, including applying proactive risk management principles to hazard identification, incident investigations, and injury/near-miss reporting.
2. Continue to implement and monitor the Year One tailored Safety Improvement Plan (SIP) that integrates self-assessment results, risk management training, and safety and health best practices to address carcinogen exposures and musculoskeletal disorders, such as those related to patient transport and equipment handling. Consider development and implementation of a new SIP or substantially revised SIP where appropriate based on monitoring or other assessment. To be eligible for grant funding for Year Two, a new or substantially revised SIP is required and must be developed by **May 31, 2023** and implemented from **June 1, 2023** through **December 30, 2023**.
3. Send a firefighter representative to attend all Fire Fighter Health and Safety Collaborative meetings. We understand that attendance is mandatory and absences are not permitted. We will contact FIIRE staff prior to the meeting, or within one week, for an appropriate substitution if work circumstances prohibit attendance.
4. Review existing return to work policies, and develop new plans as needed to improve outcomes for injured firefighters and mitigate time-loss costs to the department. Consider incentive programs such as Stay at Work.
5. Submit quarterly reports and the end-of-the-year report to the L&I FIIRE Program. The L&I FIIRE Program will send a quarterly report questionnaire/form. Submittal is required within 3 weeks of receipt.
6. Continue to keep our L&I Premium Account in good standing according to WAC 296-17-31004.

7. Understand the value of line firefighter input and make every effort to include them in our program.

B. Incentives

1. We understand that once we meet the requirements, we will receive a 10% premium incentive discount for the risk class 6904 base premium rate. The discount will be applied starting January 1, 2023 and ending December 31, 2023. Upon submittal of this agreement, a new rate notice will be sent reflecting the discounted rate and employee deduction rate.
2. For the purposes of quarterly reporting, we agree to report the hours worked in class 6904 under the internal code 6992 for the FIIRE Pilot. This internal code will be on our quarterly premium notice. We understand that these codes are for internal use with the discounted rates and do not create a new risk class.

C. Termination

1. We understand that this agreement will terminate at the end of Pilot Year Two on December 31, 2023.
2. We understand that we may terminate our participation in the FIIRE Pilot program at any time upon notice to L&I. We understand that if we voluntarily terminate our participation, we will no longer receive any discount.
3. We understand that L&I may suspend or terminate this agreement should we no longer be in compliance with the requirements. To the extent permitted by law, we understand that we will be given notice and an opportunity to comply before suspension or termination.

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Authorized Representative from the Employer

Type or Print Name:

Debbie Sullivan

Position:

Mayor

Signature

Date:

Authorized Representative from Fire Department

Type or Print Name:

Brian Hurley

Position:

Fire Chief

Signature

Date:

Department of Labor & Industries

Keith Bingham, L&I Employers Services Program Manager

Signature

Date:
