

City of Burlington

Contract/Agreement Coversheet

CONTRACT NO. 2022-08

DEPARTMENT: Fire Marshall

FEDERAL TAXPAYER I.D.:

GRANTOR: Cross Island Consulting and Training

SERVICES: All-Hazards Emergency Response Plan and Training

AMOUNT: See Contract

DURATION FROM: 12/22/2022 TO:

Original: City of Burlington

Copies: Fire Marshall
Finance
Cross Island Consulting & Training

PERSONAL SERVICES AGREEMENT

This **AGREEMENT** is made and entered into this 22nd day of December 2021, by and between **THE CITY OF BURLINGTON**, a political subdivision of the state of Washington, hereinafter referred to as the "City", and **CROSS ISLAND CONSULTING AND TRAINING SERVICES, LLC**, herein after referred to as the "Contractor"

WITNESSETH:

WHEREAS, Contractor represents it is qualified to perform services described in Section 2 herein and holds all necessary licenses and government permits therefore; and

WHEREAS, The City of Burlington desires to meet more fully the needs of its resident population and visitors within the City's boundaries, in terms of providing for the preparedness, prevention, protection, mitigation, response and recovery to natural and human-caused emergencies and disasters; and

WHEREAS, The City of Burlington also desires to use an All-Hazards approach to emergency management and its future events planning in an effort to ensure safety and success; and

WHEREAS, The City of Burlington also desires that certain known and unknown risks, threats, and vulnerabilities within the boundaries of the City be more fully defined, understood and documented.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is hereby agreed to as follows:

1. Independent Contractor Status.

- A. The Contractor is considered an independent contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe its status to be that of an agent or employee of the City, nor shall it be eligible for any employee benefits.
- B. The Contractor represents and warrants that any and all federal, state and local mandatory deductions or other charges and taxes imposed by law and/or regulation upon the Contractor are current. The Contractor acknowledges that all such deductions, charges and taxes shall be the sole responsibility of the Contractor. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including reasonable attorney's fees.
- C. The Contractor shall provide at its sole expense all materials, office space, telephone and utility services, and other necessities to perform fully and timely its duties and services under this Agreement, unless otherwise specified in writing.
- D. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, and shall assist the City in complying with all conditions concerning grants or

other federal assistance under the laws of the City of Burlington, the County of Skagit, the State of Washington, the United States of America, or such other laws as are applicable. The Contractor shall at its sole expense, obtain and keep in force any necessary licenses, permits and tax certificates.

E. DEBARMENT CERTIFICATION – The Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal or state department or agency. Further, the Contractor agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the “General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs” which can be found at: www.sam.gov and www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp.

2. Scope of Work.

The Contractor agrees to perform services under this Agreement consisting primarily of developing an All-Hazards Emergency Response Plan, and training for the City’s employees around it. Further, a more discrete Plan containing the essential elements of the All-Hazards Emergency Response Plan but without containing sensitive City information will be developed. The deliverables for this Agreement include:

- A. **Conducting local-specific research** to properly understand, provide context, and address the nature of the properties and resources. This will include interviews with identified City department heads or other stakeholders as identified by the City.
- B. **Conducting a Risk, Threat, and Vulnerability Assessment.** This assessment would rate the potential, probability, and frequency of natural, criminal, or other “risk” events taking place, and providing it with a rating that so informs City management of a priority for attention. A matrix demonstrating the risks, potential for occurrence, and known or predicted frequency will be developed as a planning tool. Recommendations for improvement, mitigation or removal of risks will be provided.
- C. **Identification and recommendation for Emergency Operations Center (EOC) sites.** After touring of facilities, a primary site will be identified and recommended, as well as two or more potential backup locations at sites of opportunity. Equipment, technology, and consumables necessary for servicing and performance in an EOC will be recommended.
- D. **Development of the All-Hazards Emergency Response Plan for the City of Burlington.** After appropriate research, interviews, tours and additional direction, the plan will be completed and tailored to the needs (general and specific) to the City. There will be three versions:
 - 1. The Internal All-Hazards Emergency Response Plan, specifically tailored for the key City leadership and staff, including potentially-sensitive information that should be restricted so as to not compromise safety during unusual occurrences.

2. The Public version of the All-Hazards Emergency Response Plan, which strips back the previously-mentioned potentially sensitive information. This version would be available publicly in the City's Library, on the Internet (City web page link) and possibly other locations.
 3. An Immediate Quick-Action Plan, in either a flip chart or single sheet format that informs the reader who is confronted with an emergency, about the initial steps to take to respond safely and appropriately in the first minutes to the incident.
 4. Creation of individual Training Guidelines Sheet/Check Lists to provide guidance to staff assigned incident command system roles at the EOC and elsewhere, serving to reinforce their roles and responsibilities.
- E. Develop a Training and Sustainability Plan** to identify and prescribe methods meant to provide appropriate initial and ongoing training to existing staff and when onboarding new staff. Training options such as face-to-face classroom, individualized online delivery, or a hybrid option, will be provided. One tabletop exercise will be developed and offered in tiered group settings.
- F. A Comprehensive Report** will be delivered to summarize the project and to inform readers of what actions, approaches, equipment, planning, training, staffing or other elements are recommended with respect to addressing past, current and future challenges to the City.
- G. Optional deliverables** as requested by the City leadership may be included, as follows:
1. Classroom instruction in IS-100, IS-200, IS-700, IS-800 (Incident Command Series). Each block is 4 hours in length and tailored to City needs.
 2. Classroom instruction: Assessing/Responding to Workplace Threats (3 hours)
 3. Classroom instruction: Recovering from Major Incidents (2 hours)
 4. Development of a Policy Group Annex for the All-Hazards Emergency Response Plan.
 5. Table-top Exercise development (beyond the exercise delivery in "E"). Includes 2-hour moderation for each work group identified
 6. Facilitated "Full-Scale" Drill to exercise the Plan, includes a "hot-wash"-style debrief and after-action report.
 7. Consultant attendance and/or presentation at City Council meetings as deemed necessary and appropriate.
3. Compensation and Method of Payment.

- A. In consideration of the services to be provided by the Contractor under Items #2A-F inclusive, City will pay per ATTACHMENT "A" Compensation. This AMOUNT WILL NOT EXCEED \$50,000.00 (not including Washington State Sales Tax). However, in the event that the Contractor fails to pay any assessed mandatory deductions including, but not limited to, industrial insurance, FICA, Employment Security, and federal withholding the Contractor authorizes the City to deduct and withhold or pay over to the appropriate government agencies those unpaid amounts upon request and direction by the appropriate governmental agency. Any such payment will be deducted from the Contractor's total compensation. If the Contractor fails to provide copies of the licenses or tax certificates specified in Section 1D or insurance certificate specified in Section 7, City shall not be required to make any payment for the work performed until such time as the Contractor provides copies of such licenses or certificates.
- B. Payment to the Contractor will be made only upon receipt of the Contractor's original written invoice following performance of the services provided herein (or for the percentage completed) and during the City's ordinary billing cycle. Attachment "A" of this Agreement specifies the breakdown of costs per a previous request for bid and provides guidance for the City for both the main first phase of the project, and any secondary phase work that may constitute desired option(s).
- C. Final payment will not be made until all services and work have been completed to the full satisfaction of and accepted by the City.
- D. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, to have been improperly invoiced. In no event shall the total of the City's payment pursuant hereto exceed the Agreement regarding Compensation set forth in Section 3A above. Any request for payment in excess of the contract amount shall automatically be rejected unless, prior to performing the work or service, the Contractor has obtained express written approval from the City for such work or services and written approval of the additional cost.
- E. Points of Contact for this Agreement between the City and the Contractor are as follows:

City of Burlington

Kelly J. Blaine, Fire Marshal/DEM Director
833 S. Spruce Street
Burlington, WA 98233
360.755.0531
kellyjb@burlingtonwa.gov

Cross Island Consulting and Training

William M. Overby, Consultant
120 E. Cross Island Road
Camano Island, WA 98282
360.387.3688 Desk/360.632.1554 Text
boverby153@msn.com

4. **Publications.**

- A. The Contractor shall obtain the City's approval prior to the publication of any of the results of services performed or to be performed pursuant hereto. Any publications that may be authorized shall acknowledge that the City provided financial support pursuant to this Agreement as follows:

"FUNDED IN PART BY THE CITY OF BURLINGTON"

5. Reporting.

- A. The Contractor, at such time and in such form as the City may require, shall furnish the City with periodic reports pertaining to the work and services undertaken pursuant to this Agreement. The Contractor will make available to the City all work-related accounts and records for auditing, monitoring, or evaluation during normal business hours.

6. Termination.

- A. The City may terminate the performance of services under this Agreement through written notice to the Contractor, in whole, or from time to time in part, whenever the Contractor fails to perform in a timely manner and fully, faithfully, and in a safe and responsible manner, the services required herein, or whenever the fulfillment or accomplishment of the purpose of this Agreement has in the judgment of the City become impossible or impractical for whatever reason.
1. If the cause of termination is by reason of the breach of this Agreement by the Contractor, then termination shall not relieve the Contractor of liability to the City for damages sustained by the City, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount owing the Contractor is determined.
 2. If the cause of termination is not by reason of the breach of this Agreement by the Contractor, then the City shall be liable only for payment of work performed or furnished prior to the effective date of termination. The Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.
 3. Any and all notices affecting or relative to this Agreement shall be effective if in writing and delivered or mailed, postage and fees prepaid, to the respective Party being notified at the address listed with the signature of this Agreement. The Parties' addresses may be changed by the same method of notice.

7. Indemnification and Insurance.

- A. The Contractor shall comply with all Federal, State and local laws and ordinances applicable to the work to be accomplished under this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington.
- B. The Contractor shall indemnify and hold the City and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the Contractor's negligence or breach of any of its obligations under this Agreement, provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the

Contractor's agents or employees, and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the City of defending such claims and suits shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of the Contractor's agents or employees.

- C. The Contractor shall, at least two (2) weeks prior to commencing work under this Agreement, provide to the City certificates of insurance evidencing the following insurance coverages and limits.

1. Comprehensive general liability policy, including:

- a. Professional Liability Errors and Omissions Insurance- (\$2,000,000)
- b. General Liability – Aggregate (\$2,000,000)
- c. Personal and Adv Injury (\$1,000,000)
- d. Medical Expenses-any one person (\$5,000)
- e. Products-COMP/OP Aggregate (\$1,000,000)
- f. Damage to Rented Premises, each occurrence (\$50,000)

2. Automobile Liability

- a. Owned automobile liability
- b. Non-owned and hired auto liability.

3. Limits should not be less than \$2,000,000 Combined Single Limit for comprehensive general liability; \$2,000,000 Combined Single Limit Annual General Aggregate; and \$2,000,000 Annual Aggregate for Products and Completed Operations Liability. Automobile liability limits should not be less than \$1,000,000 Combined Single Limit. Stop Gap Liability should be not less than \$1,000,000.

- 4. The minimum insurance coverages specified above do not limit the contractor's liability or responsibility to the City.
- 5. Said insurance policies shall name the City as an additional insured. No limitations or additions to this requirement will be accepted.
- 6. It is agreed that these insurance policies are primary over any insurance which may be carried by the City.
- 7. It is agreed that the City will be given notice in accordance with the policy provisions should any of the above described policies be canceled before the expiration date.

8. Non-Discrimination.

- A. Except to the extent permitted by bona fide occupation qualification, the Contractor agrees as follows:
- B. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, gender, age, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: recruitment, employment, upgrading, demotion or transfer, advertising, lay-off or termination, establishing rates of pay or other forms of compensation and selection for training.
- C. The Contractor shall in all solicitation from employees or job orders for employees placed with any employment agency, union or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to their race, creed, color, national origin, marital status, gender, age or the presence of any sensory, mental or physical handicap. The words "Equal Opportunity Employer" shall appear in all advertisements.
- D. The Contractor shall include the intent of the foregoing provisions of the foregoing paragraphs (B) and (C) in every subcontract or purchase order for the goods or services which are subject matter of this Agreement.
- E. In the event of noncompliance by the Contractor with any of the non-discrimination provisions of the Agreement, the City will have the right, at its option, to cancel the Agreement in whole or in part by written notice. If the Agreement is canceled after partial performance, the City will be obligated to pay only for that portion of the total work authorized under this Agreement that is satisfactorily completed.

9. Subcontract.

- A. The independent Contractor shall not sign, subcontract, delegate, or transfer any interest or claim to or under this Agreement or for any of the compensation due it hereunder, in whole or in part, except as authorized in writing by the City.

10. Conflict of Interest.

- A. No officer, employee or agent of the City who exercises any function or responsibilities in connection with the planning and carrying out of the programs to which this Agreement pertains shall have any personal financial interest, direct or indirect, in this Agreement. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations as they shall apply to all Parties and beneficiaries under this Agreement, as well as to the officers, employees or agents of the City. The Agreement represents that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, in the programs to which this Agreement pertains which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder. The

Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed.

11. Enforcement.

- A. If by reason of the default on the part of either Party in the performance of any of the provisions of this Agreement and it becomes necessary for the non-defaulting Party to employ an attorney, the defaulting Party agrees to pay all costs and legal expenses expended and/or incurred by the non-defaulting Party.

12. Interpretation and Venue.

Washington law will govern the interpretation of this Agreement. Any dispute as to the enforcement or interpretation of this Agreement shall be determined by arbitration in accordance with the arbitration laws of the State of Washington. The prevailing Party in any arbitration arising under this Agreement shall be entitled to reasonable attorney's and expert witness fees. Skagit County Superior Court shall be the venue of any arbitration.

13. Unenforceable Clauses.

- A. If one or more of the Agreement clauses is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

14. Entire Agreement.

- A. This Agreement constitutes the complete and final Agreement of the Parties, replaces and supersedes all oral and written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both Parties. Each Party hereby acknowledges receipt of a copy of this Agreement executed by both Parties.

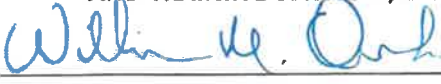
IN WITNESS WHEREOF, the Parties hereto have executed this document as of the day and year first above written.

CITY OF BURLINGTON



STEVE SEXTON, Mayor
City of Burlington

**CROSS ISLAND CONSULTING
AND TRAINING SERVICES, LLC**



WILLIAM M. OVERBY
President and Principal
120 E. Cross Island Road
Camano Island, WA 98282

ATTEST:

360.387.3688

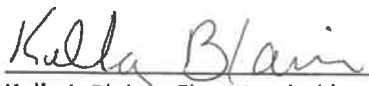

Leif Johnson
City Attorney

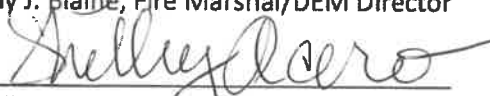
SSN: 531-52-8838

UBI: 603-622-079

EIN: 81-2810563

DUNS:011122130


Kelly J. Blaine, Fire Marshal/DEM Director


Shelley Acero, Senior Paralegal/Risk Manager

Copy 1: Contractor (Original)

Copy 2: Contract Compliance (Original)

ATTACHMENT "A"
Compensation

Base Compensation without options:

	Description	Unit	Number	Rate/Unit	Total
1	Legal Research (local, state, Tribal and Federal influences)	Hour	40	\$ 65	\$ 2,600
2	On-Site Visitation/Site Inspection/Staff Interviews	Hour	24	\$ 175	\$ 4,200
3	Risk/Threat/Vulnerability Assessment	Each	1	\$ 5,000	\$ 5,000
4	Identify EOC location(s) and recommend outfitting	Each	1	\$ 1,500	\$ 1,500
5	Develop 3 Scalable All-Hazards Emergency Response Plans	Each	1	\$ 16,000	\$ 16,000
6	Develop Training and Sustainability Plan	Each	1	\$ 2,500	\$ 2,500
7	Develop and Moderate 3 Table-Top Exercise Sessions	Each	1	\$ 7,250	\$ 7,250
8	Final Comprehensive Report	Each	1	\$ 2,000	\$ 2,000
				TOTAL w/o Options	\$ 41,050

Options with Compensation Notes:

Select any of the options shown below in order to better meet your training needs and budget constraints. These suggestions enable you to obtain work without significant budget impacts, address unforeseen needs which emerge from the project, and consider future engagement on topics not covered at this time.

a)	Classroom instruction in IS-100, IS-200, IS-700, IS-800 (Incident Command series). Each block is four hours in length.	Each	4 hr. session geared to City of Burlington	\$500 per session
b)	Classroom instruction: Assessing/Responding to Workplace Threats (3 hours)	Each	For any City of Burlington workplace	\$450 per session
c)	Classroom instruction: Recovering from Major Incidents (2 hours)	Each	Facilitated Discussion	\$300 per session
d)	Development of Policy Group Annex for the All-Hazards Emergency Response Plan	Each	Per City of Burlington	\$500
e)	Table-Top Exercise Development, Including 2-hour Moderation for each work group identified	Each	Per City of Burlington	\$1,500
f)	Facilitated Full-Scale Drill to exercise the Plan, includes "hot-wash"-style debrief and after-action report	Each	In cooperation with City of Burlington and others	\$8,000
g)	Attendance/presentation at City Council meeting	Each	As deemed necessary	\$500

City of Burlington

Contract/Agreement Coversheet

CONTRACT NO. 2024-67 DEPARTMENT: Fire Department

FEDERAL TAXPAYER I.D.:

GRANTOR: Camano Island Fire & Rescue

SERVICES: Joint State Mobilization

AMOUNT: See agreement

DURATION FROM: 08/22/2024 TO: 8/22/2029

Original: City of Burlington

Copies: Finance
Fire Department
Camano Island Fire & Rescue

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF BURLINGTON FIRE DEPARTMENT
AND
CAMANO ISLAND FIRE & RESCUE
FOR
JOINT STATE MOBILIZATION**

THIS INTERLOCAL AGREEMENT FOR JOINT STATE MOBILIZATION (the "Agreement") is made and entered on this 22nd day of August, 2024, (the "Effective Date"), by and between THE CITY OF **BURLINGTON FIRE DEPARTMENT**, a Washington municipal corporation ("Burlington Fire") and **CAMANO ISLAND FIRE AND RESCUE**, a Washington municipal corporation ("Camano"). Burlington Fire and Camano Island are referred to collectively as the "Parties" and individually as a "Party."

I. RECITALS

WHEREAS, from time to time, the Washington State Patrol ("WSP") issues notices to fire departments under the Washington State Comprehensive Emergency Management Plan and the Fire Services Resource Mobilization Plan requesting the availability of resources to send on state mobilization assignments ("State Mobilizations"); and

WHEREAS, from time to time, the Washington State Department of Natural Resources ("DNR") requests the availability of resources to extinguish or prevent the spreading of fire that may be in danger of damaging or destroying any timber or other property on DNR protected land ("DNR Mobilizations"); and

WHEREAS, the Parties seek to jointly deploy resources, including apparatus, equipment, and personnel, on State Mobilization and DNR Mobilization; and

WHEREAS, the Parties are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into Interlocal Agreements which allow the Parties to cooperate with each other to provide high-quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

II. TERMS AND CONDITIONS

1. **Purpose.** The purpose of this Agreement is to establish a contractual arrangement under which the Parties may jointly deploy resources, including apparatus, equipment, and personnel, on State Mobilizations.
2. **Term.** This Agreement shall be effective on the Effective Date and shall continue in full force and effect for five (5) years, unless otherwise terminated pursuant to the terms of this Agreement. This Agreement may be terminated upon not less than thirty (30)-days written notice to the other Party (herein the effective date of termination shall be referred to as the "Termination Date"); provided, however, such termination shall not become effective for the deployment of resources on a State Mobilization until the completion of the assignment.
3. **State Mobilizations.** All joint deployment of resources for State Mobilizations shall be agreed to in a State Mobilization Form in the form attached as **Exhibit "A"**, and contingent upon assignment by the WSP or DNR. For each Mobilization Form executed by the Parties, the Parties shall operate in accordance with and comply with all requirements of this Agreement. The terms, conditions, and requirements of this Agreement are hereby incorporated by reference into each Mobilization Form as if restated fully therein.
4. **Apparatus, Equipment and Personnel.** The Parties shall provide the apparatus, equipment, and personnel for each Joint Mobilization as outlined in the Mobilization Form.
 - 4.1 Each Party is solely responsible for repairing and maintaining its apparatus and equipment provided during the Mobilization.
 - 4.2 The individual identified as the Supervising Officer on the Joint Mobilization shall be responsible for supervising the personnel. The Supervising Officer shall promptly notify the Parties of any performance deficiencies or misconduct by personnel. Each Party shall be responsible for disciplinary action against its own employees.

- 4.3 Nothing in this Agreement shall be interpreted as a Party becoming the employer of the other Party's employees, or vice versa. Neither Party shall assume any liability for the direct payment of any salary, wages, or other compensation of any type to any of the other Party's employees performing services hereunder. No agent, employee, or other representative of the Parties shall be deemed to be an employee of the other Party for any reason. Each of the Parties shall, at all times, be solely responsible for the acts or the failure to act of its employees that occur or arise in any way out of the performance of this Agreement by its employees only.
5. **Reimbursement.** For the purpose of submitting claims on behalf of each Party for reimbursement of costs arising out of or relating to a Joint Mobilization Form, the lead Agency will be that Party providing the apparatus as identified on the Joint Mobilization Form. To the extent reasonably practical, the Lead Agency shall submit claims separately for direct reimbursement to each Party for each Joint Mobilization Form. All relevant information and documents for reimbursement shall be submitted to the Lead Agency in a reasonably timely manner and not later than five (5) days before the date that information and documents are due. Neither party shall be liable to the other for any non-reimbursed cost.
6. **Insurance.** Each Party shall procure and maintain without interruption during the term of this Agreement, in a company or companies lawfully authorized to do business in the State of Washington, the following insurance or, if self-insured, the equivalent to the following:
- An occurrence based comprehensive general liability policy covering all claims for personal injury (including death) and/or property damage arising out of or related to this Agreement and shall include contractual liability coverage applicable to the indemnity provisions of this Agreement. The limits of liability shall be not less than Two Million Dollars (\$2,000,000.00) for both bodily injury and property damage liability per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate stop loss.
 - A liability insurance policy covering all owned and non-owned automobiles or vehicles used by or on behalf of the Employees. The limits of liability shall be not less than One Million Dollars (\$1,000,000.00) for both bodily injury and property

damage liability per occurrence.

7. **Indemnification.** To the extent permitted by law, each Party (the "Indemnitor") shall indemnify, defend, and hold the other Party and its officials, agents, employees, and volunteers (the "Indemnitees") harmless from any and all demands, claims, or actions by Indemnitor's employees that arise out of, or relate to, its Mobilization under this Agreement; provided, however, that this defense and indemnification shall not apply to any demands, claims or causes of action to the extent that the damages were caused by the negligent or wrongful conduct of the Indemnitees.

FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS AGAINST THE INDEMNITOR PARTY BY AN INDEMNITEE UNDER SUCH INDEMNIFICATION PROVISION, INDEMNITOR SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW OR ANY OTHER APPLICABLE FEDERAL OR STATE WORKERS' COMPENSATION ACTS.

8. **Understanding of Agreement.** Each Party acknowledges that such Party has read this Agreement and understands its contents, that such Party has had the opportunity to have this Agreement reviewed by an attorney of such Party's choice, and that such Party either has consulted with an attorney or voluntarily has chosen not to consult with an attorney before signing this Agreement.
9. **Survivability.** All covenants, promises, provisions, and performances of this Agreement that are not fully performed as of the date of termination shall survive termination of this Agreement as binding obligations.
10. **Notices.** All notices, demands, requests, consents, and approvals which may, or are required to be given by any Party to any other Party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

Burlington Fire: Burlington Fire Department
ATTN: Fire Chief
350 Sharon Avenue
Burlington, WA 98233

Camano Island: Camano Island Fire and Rescue
ATTN: Fire Chief
811 N. Sunrise Blvd.
Camano Island, WA 98282

or to such other address as any Party hereto may from time to time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

11. **Recording.** A copy of this Agreement shall be filed by Camano with the Island County Auditor or posted on the website of any Party. A copy of the recorded document will be sent to the City of Burlington Administration Department at 833 S. Spruce Street, Burlington WA 98233.
12. **Independent Municipal Governments.** The Parties hereto are independent municipal corporations. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each Party. Nothing in this Agreement shall be construed to create a joint entity between the Parties.
13. **Amendment.** No modification, termination, or amendment of this Agreement may be made except by a written agreement signed by all Parties, except as provided herein.
14. **Neutral Authorship.** Each Party represents and warrants that it has retained legal counsel to assist them in the preparation of this Agreement and the exhibit attached hereto. Each of the provisions of this Agreement and the exhibit attached hereto has been reviewed and negotiated and represents the combined work product of the Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

15. **No Waiver.** No failure by either Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition. Either Party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of the other Party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
16. **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.
17. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
18. **Counterparts.** This Agreement may be executed in any number of counterparts and each such executed counterpart shall be deemed to be an original instrument, but all such executed counterparts together shall constitute one and the same instrument. Any signature page delivered by facsimile or electronic image transmission shall be binding to the same extent as an original signature page. Any Party that delivers a signature page by facsimile or electronic image transmission shall deliver an original counterpart to any other Party that requests such original counterpart.
19. **Dispute Resolution.** The Parties will first submit any dispute to mediation as a condition precedent to litigation. Jurisdiction and venue for this Agreement shall lie exclusively in the Superior Court of Skagit County, Washington.

20. **Entire Agreement.** The entire Agreement between the Parties is contained in this Agreement, and this Agreement supersedes all of the Parties' previous understandings and agreements, written or oral, with respect to this transaction. This Agreement may only be amended by a written modification signed by all Parties.

IN WITNESS WHEREOF, the Parties represent and warrant that they have read and understand all the terms and conditions of this Agreement and have executed this Agreement or have caused this Agreement to be executed by their duly authorized respective officers, all as of the date first written above.

CITY OF BURLINGTON FIRE DEPARTMENT


Bill Aslett, Mayor

Date: 8/22/2024

CAMANO ISLAND FIRE AND RESCUE


Levon Yengoyan, Fire Chief

Date: 19 Aug. 2024

Exhibit "A"

**JOINT MOBILIZATION
FORM**

Subject to the terms and conditions contained herein and the Interlocal Agreement for Joint State Mobilization, as incorporated herein, **THE CITY OF BURLINGTON FIRE DEPARTMENT**, a Washington municipal corporation ("Burlington Fire") and **CAMANO ISLAND FIRE AND RESCUE**, a Washington municipal corporation ("Camano Island") agrees to cooperate in the joint deployment of the apparatus, equipment, and personnel herein identified for the following State Mobilization:

1. **Assignment.** This Joint Mobilization is contingent upon assignment by the
☐WSP/☐DNR for the following (the "Assignment"):

2. **Apparatus.** The following apparatus shall be provided for the Assignment (*check one*):

Burlington Fire Camano Island

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3. **Personnel.** The Parties shall provide the personnel for the Assignment as follows (*check all those that apply*):

Supervising Officer: _____

Driver	Firefighter	<u>Personnel Name</u>
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4. **Equipment.** Each Party shall provide all necessary equipment for the apparatus and/or personnel provided by that Party.

IN WITNESS WHEREOF, Burlington Fire and Camano Island have executed
this Joint Mobilization Form, effective the date of the last authorized signature below.

CITY OF BURLINGTON FIRE DEPARTMENT

CAMANO ISLAND FIRE AND RESCUE

Robert Toth, Fire Chief

Levon Yengoyan, Fire Chief

Date: _____

Date: _____

City of Burlington

Contract/Agreement Coversheet

CONTRACT NO. 2026-23 DEPARTMENT: Fire Department

FEDERAL TAXPAYER I.D.:

GRANTOR: Skagit County Fire District #6

SERVICES: Reciprocal Lending Agreement of Fire Equipment

AMOUNT: See Agreement

DURATION FROM: 1/23/2026 TO:

Original: City of Burlington

Copies: Finance
Fire Department
Fire District #6

RECIPROCAL LENDING AGREEMENT OF FIRE EQUIPMENT

The City of Burlington Skagit County Fire District #6

This Agreement ("Agreement") is entered into and effective the 23rd day of Jan. 2026, by and between the City of Burlington, Washington, a municipal corporation ("Burlington") and Skagit County Fire District #6, a municipal corporation ("District") collectively referred herein as "the Parties".

RECITALS

- A. The Parties each have created and operate a Fire Department providing fire and fire related services for their respective jurisdictions; and
- B. From time to time, either Party may have certain Fire Apparatus out of service due to a variety of circumstances including needed maintenance when the other Party may have same or similar Backup Fire Apparatus surplus to its immediate or short-term needs; and
- C. Negative impacts to level of services a fire department can provide (including customary emergency fire department response) are likely when Primary or Backup Fire Apparatus is unavailable for use; and
- D. The Parties are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into Interlocal Agreements which allow the Parties to enter into agreements with one another for joint or cooperative action; and
- E. The Parties desire to enter into an agreement whereby one Party that needs Backup Fire Apparatus because that Party's Backup Fire Apparatus is out of service for maintenance, it may borrow available Backup Fire Apparatus from the another Party subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. The recitals set forth above are incorporated as if set forth fully herein by this reference.
2. **Purpose.** It is the purpose of this Agreement to mutually enhance the capabilities and coordination of the Parties' emergency services by providing a functional operational framework for the sharing of emergency responder resources.
3. **Definitions.**

"Backup Fire Apparatus" shall mean Backup Fire Apparatus that is not in use nor needed by the Lending Municipality and is otherwise available and surplus to the immediate needs of the Lending Municipality at the time of request and the reasonably foreseeable needs for the length time the Backup Fire Apparatus is requested by the Requesting Municipality at the Lending Municipality's sole discretion.

"Backup Fire Apparatus" shall mean Backup Fire Apparatus identified in Exhibit A attached hereto and incorporated herein shall contain the equipment as described in Exhibit A.

"Good Driving Record" shall mean a driving record which contains no convictions for offenses within the past seven (7) years for: (a) any driving offense which constitutes a felony, (b) operating a motor vehicle or under physical control of a motor vehicle while under the influence of liquor or drugs, or impaired driving as a result of alcohol or drugs, (c) reckless driving or negligent driving, (d) driving on a revoked or suspended license.

"Lending Municipality" shall mean that Party to the Agreement that owns (or otherwise has sufficient rights to use and lend to third parties) Backup Fire Apparatus being requested by another Party.

"Maintenance" shall mean as work either performed by contract or by a Party on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semiannually, annually), to service, check, or replace items that are not broken or perform minor repair work; or work performed by contract or by a Party that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary.

"Proper Training" shall mean completing and maintaining compliance with the driver's training standards of the Washington Fire Chief's Emergency Vehicle Incident Prevention (EVIP) Program.

"Requesting Municipality" shall mean that Party to the Agreement requesting use of Backup Fire Apparatus owned (or otherwise has sufficient rights to use and lend to third parties) by another Party.

4. Responsibilities of the Parties

(a) *Lending of Backup Fire Apparatus.* The Parties agree that a Lending Municipality may lend Backup Fire Apparatus to the Requesting Municipality for the length of time requested when the Requesting Municipality's Backup Fire Apparatus is out of service. The Requesting Municipality may make a request for use of the Lending Municipality's Backup Fire Apparatus only if the Requesting Municipality:

- (i) Has a shortage of available Backup Fire Apparatus to provide customary coverage within the boundaries of the Requesting Municipality to enable the Requesting Municipality to adequately respond to fire and other emergencies while its Backup Fire Apparatus is being maintained and/or repaired, and/or until a new unit can be delivered
- (ii) Needs the use of the requested Backup Fire Apparatus for a period of more than one day, and
- (iii) Identifies a specific length of time the Requesting Municipality seeks use of the Backup Fire Apparatus, and
- (iv) The Requesting Municipality initiates the request either via phone or email. If the initial request is made via phone, a follow-up email by the Requesting Municipality shall be provided for documentation.

(b) *Lending is Discretionary.* A Lending Municipality may refuse the request of the Requesting Municipality at its sole discretion, without cause, for any reason or for no reason.

- (c) *Lending Municipality Take Back.* The Lending Municipality may recall Backup Fire Apparatus that has been lent to the Requesting Municipality due to current needs of the Lending Municipality by notifying the Fire Chief (or next officer in command if unavailable) of the Requesting Municipality verbally or in writing. If the Lending Municipality makes such a recall request, the Requesting Municipality shall return the Backup Fire Apparatus as soon as reasonably possible, but not later than following completion of the incident for which it is currently being used.
- (d) *Required Approvals.* The Requesting Municipality shall be responsible for obtaining and maintaining throughout the term of this Agreement all licenses, permits, certificates, and governmental authorizations for its employees and agents necessary to perform all of its obligations under this Agreement, including, but not limited to, obtaining any licenses required from the State of Washington.
- (e) *Delivery of Backup Fire Apparatus.* In the event the Lending Municipality agrees to lend Backup Fire Apparatus, the Lending Municipality shall notify in writing that the Backup Fire Apparatus is available for use by the Requesting Municipality including instructions of where and when the Backup Fire Apparatus may be picked up. Responsibility for delivery shall be borne by the Requesting Municipality. Requesting Municipality shall be responsible for prompt delivery back to the Lending Municipality as instructed by the Lending Municipality.
- (f) *Risk of Loss/Liability.* Risk of loss of all Backup Fire Apparatus shall pass to the Requesting Municipality from the time the Requesting Municipality (either directly or through third party) picks up the Backup Fire Apparatus until the time of delivery back to the Lending Municipality. Other provisions in this Agreement notwithstanding, the Requesting Municipality shall be liable for any accidents, collisions, and all injuries and other damages, (including attorney's fees and costs) from any claims or demands of losses arising from the operation of Backup Fire Apparatus owned by the Lending Municipality from the time the Requesting Municipality (either directly or through third party) picks up the Backup Fire Apparatus until the time of delivery back to the Lending Municipality. Liability of the Requesting Municipality includes but is not limited to payment by the Requesting Municipality of any applicable comprehensive or collision deductible(s) of the Lending Municipality.
- (g) *Acceptance As Is Where Is Condition.* In all instances, the Requesting Municipality shall accept all Backup Fire Apparatus it receives as a result of this Agreement in "as is where is" condition with all faults. The Lending Jurisdiction disclaims and Requesting Jurisdiction waives any warranty expressed or implied arising from course of performance, courses of dealing or uses of trade, fitness for a particular purpose, merchantability, operability, and, any obligation, liability, right, claim or remedy in tort, in law or in equity, or for any other direct, incidental or consequential damages except for rights of inspection and disclosure as set forth in this Agreement. The obligations, rights, and remedies of the Parties set forth in this Section are exclusive and in substitution for all warranties, claims in law or equity, and liabilities of either Party against the other, with respect to any Backup Fire Apparatus provided. The Lending Municipality and Requesting Municipality shall conduct a joint inspection of the Backup Fire Apparatus with Fire Department personnel of both

parties present: (i) prior to the Requesting Municipality's possession of the Backup Fire Apparatus, and (ii) immediately after it is returned to the Lending Municipality. The Lending Municipality and Requesting Municipality shall jointly document the condition of the Backup Fire Apparatus. By taking possession of the Backup Fire Apparatus, the Requesting Municipality stipulates: (i) that it has had an opportunity to inspect the Backup Fire Apparatus prior to possession, (ii) finds it in acceptable condition, (iii) accepts it in "as is where is" condition, and (iv) has received all records and disclosures required under this Agreement. In the event of emergency, the Parties may mutually agree to forego the joint inspection obligation prior to pick up set forth in this section if the Lending Municipality and Requesting Municipality both acknowledge that immediate public safety needs warrant delivery of the Backup Fire Apparatus without satisfying the condition; provided however, that in the event a joint inspection prior to pick up is not conducted, the Requesting Jurisdiction waiver of any and all claims against the Lending Jurisdiction as set forth in this subsection including claims relating to the Backup Fire Apparatus's condition, defects, and required disclosures shall remain effective.

- (h) *Records and Disclosure.* The Lending Municipality shall furnish to the Requesting Municipality the service records regarding the Backup Fire Apparatus and shall disclose to the Requesting Municipality any defects in which it has actual knowledge to the Lending Municipality which materially impair the functioning of the Backup Fire Apparatus on or before the Backup Fire Apparatus is available for pickup.
- (i) *Operation of the Backup Fire Apparatus by Requesting Municipality.* Operation of all Backup Fire Apparatus shall be limited to currently licensed employees of the Requesting Municipality's Fire Department with good driving records, who are properly trained to operate (and certified if required under state and federal law) the Backup Fire Apparatus. Only employees of the Requesting Municipality shall operate Backup Fire Apparatus. The Requesting Municipality shall not permit any volunteers, firefighters or EMS employees-in-training, members of the public, or other employees of the Requesting Municipality's Fire Department who are not qualified to operate, get on, or ride on or in the Lending Municipality's Backup Fire Apparatus.
- (j) *Payment.* Because this is a Reciprocal Agreement, the Requesting Municipality shall not be charged for use of the Lending Municipality's Backup Fire Apparatus except as otherwise provided in this Agreement. Unless explicitly provided, no party shall have any right to any payment or reimbursement from the -other party under this Agreement.
- (k) *Operating Costs of Backup Fire Apparatus.* The Requesting Municipality shall be responsible for all costs associated with or relating to operation of Backup Fire Apparatus while in the possession of the Requesting Municipality, including fuel, oil, lubrication, apparatus washing, and other maintenance and repair expenses related to the Backup Fire Apparatus. Possession shall begin at the pickup of the Backup Fire Apparatus from the Lending Municipality. Requesting Municipality agrees to maintain and repair Backup Fire Apparatus of the Lending Municipality in as good as condition as it was when delivered, mileage and reasonable wear and tear expected. Excess wear includes:

- (i) cracked or damaged glass, damaged body, trim, frame suspension, engine, powertrain, or other mechanical parts, damaged paint;
 - (ii) missing equipment or parts that were in or on the Lending Municipality's Backup Fire Apparatus at the time it was delivered;
 - (iii) unsafe tires or tires not meeting manufacturer's recommended specifications (or equivalent) when compared to condition of Backup Fire Apparatus at the time of delivery;
 - (iv) damaged or worn brake, oil leaks, a malfunctioning electrical system, battery, lights, or siren;
 - (v) any malfunctioning specialized equipment associated with the Backup Fire Apparatus;
 - (vi) Any other condition which makes the Lending Municipality's Backup Fire Apparatus run in a rough, improper, unsafe condition, or any other damage, whether or not insurance covers it. The Lending Municipality and Requesting Municipality shall jointly inspect the Backup Fire Apparatus in the presence of both Fire Department personnel immediately after it is returned to document the condition of the Backup Fire Apparatus upon its return.
- (l) **Fuel.** Backup Fire Apparatus agreed to be lent to a Requesting Municipality shall contain a full tank of fuel prior to pick up. The Requesting Municipality shall return Backup Fire Apparatus at the end of the term (or when recalled by Lending Municipality pursuant to this Agreement) with the same amount of fuel. The requirement of pick up and return with a full tank of fuel may be waived in the case of emergency circumstances.
- (m) **Return of Backup Fire Apparatus.** Whenever the Requesting Municipality is required to return Backup Fire Apparatus under the terms and conditions of this Agreement (e.g. termination of this Agreement, request of take back by Lending Municipality, etc..) the Requesting Municipality shall deliver the Lending Municipality's Backup Fire Apparatus to the Lending Municipality in clean condition and in as good as condition as when it took possession, mileage and reasonable wear and tear excepted. The joint inspection required in subsection 4(g) of this Agreement shall determine whether there are any defects, damages, including excess wear to the Backup Apparatus while in possession of the Requesting Municipality and the Lending and Requesting Municipalities shall document any defects or damages including excess wear. Documentation and inspection may include a video record of the condition of Backup Fire Apparatus at the time it is returned to document exterior or interior defects or damages to the Backup Fire Apparatus. The Lending Municipality shall obtain a written estimate of the cost of noted defects or damages, including excess wear, repaired and forward it to the Requesting Municipality for payment. The Requesting Municipality shall remit payment within thirty (30) days of the date of delivery of the estimate.
- (n) **Reporting of Injuries or Damages.** The Requesting Municipality shall report to the Lending Municipality's Fire Chief or designee, any injuries or damages to persons or property arising from the operation of the Lending Municipality's Backup Fire Apparatus when in possession of the Requesting Municipality. The Requesting Municipality shall report verbally within twenty-four (24) hours of the time of the incident or when known of the incident and shall include: (i) a description of the injury or damages, (ii) how the injury or damages occurred, the date and time of the incident giving rise to the injuries or damages,

and (iii) the names and addresses of any individuals with any knowledge of the facts or circumstances which gave rise to the injury or damages, including any independent witnesses. This notice shall be confirmed and memorialized in writing within 48 hours of that time.

5. **Termination.** Any Party may terminate the Agreement without cause, for any reason or for no reason by providing thirty (30) days written notice to the other Party either personally delivered or mailed postage-prepaid by certified mail, return receipt requested. If a Requesting Municipality breaches a material term of this Agreement, including but not limited to: i) failure to timely return Backup Fire Apparatus upon request of the Lending Municipality, ii) allowing an unauthorized person to operate Backup Fire Apparatus, or iii) using the Backup Fire Apparatus for purposes not intended for the Backup Fire Apparatus or beyond the scope of this Agreement, the Lending Municipality may immediately terminate the Agreement and the Requesting Municipality(s) shall return Backup Fire Apparatus as soon as reasonably possible but not no later than following completion of an active incident the Backup Fire Apparatus is currently being used.
6. **Responsibility of Employees.** This Agreement shall not be construed to create a joint venture between the Parties. All employees or volunteers acting for or on behalf of a Party under the terms of this Agreement shall be employees or volunteers of said Party. Each Party to this Agreement shall assume responsibility and liability for the acts of its employees or volunteers, and further each Party shall assume the responsibility for any claims, injury or loss sustained by such employee or authorized volunteer while acting in the performance of his or her duties. Each Party, subject to the terms, conditions, and limitations herein, shall be solely responsible for control of its personnel (including volunteers), standards of performance, discipline, and all other aspects of performance by its employees while performing services under this Agreement. Each Party shall be responsible for its own personnel assigned to perform under this Agreement (including but not limited to the Requesting Municipality shall be responsible for all costs of its own personnel while operating or riding on or in the Lending Municipality's Backup Fire Apparatus) including, salaries, wages, state and federal payroll taxes, workers disability compensation insurance, unemployment insurance, other fringe benefits, and any other costs associated with such individuals' employment.
7. **Treatment of Assets and Property.** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement. Any property owned and used by Mount Vernon in connection with this Agreement shall remain the property of Mount Vernon, any property owned and used by Burlington shall remain the property of Burlington, and any property owned and used by Anacortes shall remain the property of Anacortes unless otherwise specifically provided for in this Agreement.
8. **No Third Party Beneficiary.** This Agreement shall be for the sole benefit of the Parties, and nothing contained herein shall create a contractual relationship or special relationship with, or create a cause of action in favor of, a third party against either Party hereto.
9. **No Further Agreement/termination.** This Agreement governs the entire terms and conditions between the Parties respective Fire Department's lending of Backup Fire Apparatus subject to and within scope of this Agreement. No further agreement shall be necessary for Parties' sharing assets as set forth within scope of this Agreement. Further written agreement or written modification of this Agreement shall be required in the event the Parties wish to lend assets outside the scope of this Agreement.

11. Indemnification /Liability. Each Party agrees that, insofar as it is authorized to do so under the laws of the State of Washington, it shall indemnify, defend, and hold harmless the other Party, (including reasonable attorney fees and costs) its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement as a result of their performance. The Parties further agree that in the case of negligence by either party, any damages, costs, or other expenses allowed shall be levied in proportion to the percentage of negligence attributable to each Party. Each Party specifically assumes potential liability for actions brought by that Party's own employees, officials, officers, agents, and volunteers against the other Party and, solely for the purpose of this indemnification and defense; each Party specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Parties recognize that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. Each Party shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. A Party shall not be liable for benefits or any other compensation for injuries to or death of the other Party's employees or volunteers while performing services under this Agreement. An employee or volunteer of the employing Party shall be deemed to be performing services for the employing Party when (i) enroute to, enroute from or at the scene of a call or emergency and (ii) when enroute to, enroute from, a pickup of Backup Fire Apparatus from the Lending Municipality. This Section shall survive any termination or expiration of this Agreement.

12. Non Waiver. It is expressly understood and agreed that this Agreement does not waive any immunity or defense, including sovereign immunity, that would otherwise be available to a Party against third-party claims arising from activities performed under this Agreement, nor is any provision of this Agreement intended to create additional liability of the Parties for the acts of their employees or volunteers.

13. Insurance. Each Party shall retain and maintain insurance or coverage by membership in an insurance risk pool such as Washington Cities Insurance Authority that covers physical damage (including physical damages to the Backup Fire Apparatus caused by collision, vandalism, malicious destruction, theft or any other cause) to any Backup Fire Apparatus used in the performance of this Agreement in an amount not less than the actual cash value of the Backup Fire Apparatus throughout the term of this Agreement. Termination of coverage shall constitute material breach entitling a non-breaching Party to immediately terminate this Agreement. Any Party that fails to retain or maintain coverage pursuant to the terms of this Section shall immediately provide written notice to the other Parties. A Party shall promptly provide insurance or WCIA coverage documents relating to Backup Fire Apparatus used in the performance of this Agreement upon request.

14. Administration: The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party in accordance with section #16. Notices, of this Agreement.

- (a) The City of Burlington's representative shall be the Burlington Fire Chief
- (b) The Fire District #6 representative shall be the District's Fire Chief

15. Manner of Financing: This Agreement shall not require further expenditure of funds in its performance. Financing shall be achieved through existing and further approved budgets and capital expenditures of their respective Fire Departments.

16. Notices. All notices to this Agreement shall be in writing, signed by the authorized official and sent either by registered mail, certified mail, return receipt requested, personally delivered, or U.S. mail, postage prepaid to the respective Party below. Notice will be deemed given on the date when one of the following first occurs: (a) the date of actual receipt; (b) the next business day when notice is sent express delivery service or a personal delivery, or (c) three days after mailing by first class or certified U.S. mail.

(a) If to City of Burlington, notice shall be sent as follows:

City of Burlington
c/o Contract Administrator
833 S Spruce Street
Burlington WA 98233

With Copy to:
City of Burlington Fire Chief
350 Sharon Avenue
Burlington WA 98233

(b) If to Fire District #6, notice shall be sent as follows:

Skagit County Fire District #6
c/o Contract Manager
16220 Peterson Rd.
Burlington, WA 98233

With Copy to:
Skagit County Fire District #6 Fire Chief
16220 Peterson Rd.
Burlington, WA 98233

17. Miscellaneous

(a) *Governing Law.* This Agreement shall be governed, interpreted and enforced by the laws of the State of Washington.

- (b) *Authority to Enter.* Each Party signing this Agreement represents and warrants to the other that it has authority to execute this Agreement on behalf of their entity for which it is signing and it is a binding obligation of their entity.
- (c) *Modification or Amendment.* This Agreement represents the entire Agreement and understanding between the Parties and supersedes all other oral or written agreements between the Parties with respect to this subject matter. Any modifications, amendments, rescissions, waivers or releases to this Agreement must be in writing and agreed to by all Parties. This Agreement does not speak to mutual assistance agreements and will remain a separate Agreement. This Agreement shall not supersede nor serve as to repeal any existing or future mutual aid agreements.
- (d) *Compliance with Law and Regulations.* The Parties agree to comply with all applicable state, local and federal laws and regulations in providing services under this Agreement. The Parties agree to cooperate in executing such further or subsidiary agreements as may be required.
- (e) *Severability.* If for any reason any provision of this Agreement is held invalid by a court of competent jurisdiction, such holding shall not affect, impair or invalidate the remaining provisions of this Agreement but shall be confined in its operations to the specific sections, sentences, clauses or parts of this Agreement and shall not affect or prejudice in any way the validity of this Agreement in any other instance.
- (f) *Interpretation.* All Parties to this Agreement are to be construed as a drafter of this Agreement.
- (g) *Counterparts.* This Agreement may be entered into any number of counterparts which, when taken collectively, will constitute one entire Agreement.
- (h) *Recording/Website.* Each Party shall record this Agreement with its respective clerk.
- (i) *Jurisdiction/Venue.* Jurisdiction and venue for any action arising out of this Agreement shall be in the Superior Court of Skagit County, Washington.

IN WITNESS, the Parties below execute this Agreement, which shall become effective on the last date entered below.

CITY OF BURLINGTON: By: <u>Bill Aslett</u> Bill Aslett Print Name: <u>Bill Aslett</u> Its Mayor DATE: <u>1-23-2026</u>	Skagit County Fire District #6: By: <u>Eddie Tjeerdsma</u> Eddie Tjeerdsma Print Name: <u>Eddie Tjeerdsma</u> Its Fire Chief DATE: <u>1-23-2026</u>
NOTICES TO BE SENT TO: City of Burlington Contract Mngr. & Fire Chief 833 S Spruce Street Burlington WA 98233 (360)755-0531 (tel) (360)755-1297 (facsimile)	NOTICES TO BE SENT TO: Skagit County Fire District #6 Contract Mngr. & Fire Chief 16220 Peterson Rd. Burlington, WA 98233 (360) 757-2891 (tel) (360) 757-1537 (facsimile)

EXHIBIT A

City of Burlington Apparatus:

- Command Vehicle
- Engine
- Aid Unit

Skagit County Fire District #6 Apparatus:

- Engine
- Aid Unit
- Command Vehicle

City of Burlington

Contract/Agreement Coversheet

CONTRACT NO. 2026-28 DEPARTMENT: Fire Department

FEDERAL TAXPAYER I.D.:

GRANTOR: Washington State Patrol

SERVICES: The Mobilization Fire Services Resource Plan

AMOUNT:

DURATION FROM: 1/01/2026 TO: 12/31/2029

Original: City of Burlington

Copies: Finance
Fire
Washington State Patrol

FIRE MOBILIZATION INTERAGENCY AGREEMENT
BETWEEN

STATE OF WASHINGTON
WASHINGTON STATE PATROL

AND

CITY OF BURLINGTON

This Interagency Agreement (Agreement), pursuant to RCW 43.43.960 through RCW 43.43.964 (State Fire Service Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act), is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and **City of Burlington**, a statutorily authorized fire agency within the State of Washington, hereinafter referred to as "Fire Agency."

The purpose of this Agreement is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan). The Mobilization Plan and any subsequent versions adopted pursuant to RCW 43.43.962 are incorporated herein by this reference and can be found at: <https://www.wsp.wa.gov/all-risk-mobilization/>

Therefore, it is mutually agreed that:

1. **Mobilization Plan.** The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the Fire Agency responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.
2. **Period of Performance.** The period of performance of this Agreement begins on 1/01/2026 and ends on 12/31/2029 unless terminated sooner as provided herein. The parties agree that this Agreement begins on 1/01/2026 regardless of the date of execution.
3. **Billing Procedures.** WSP shall reimburse the Fire Agency upon the receipt of properly executed claim forms submitted by the Fire Agency according to the Mobilization Plan. Claims for payment submitted by the Fire Agency to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization. The Fire Agency is required to be registered as a Statewide Payee prior to submitting a request for payment under this Contract. The Washington State Office of Financial Management (OFM) maintains the Statewide Payee Registration System; to obtain registration materials go to <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>
4. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
5. **Records Maintenance.** Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.
6. **Agreement Management.** The work described herein shall be performed under the coordination of the parties' Contract Managers listed below, or their successors. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement. The parties shall notify each other within ten (10) business days of a change in Contract Manager.

Contract Manager for City of Burlington	Contract Manager for the WASHINGTON STATE PATROL:
Robert Toth Fire Chief 350 East Sharon Burlington, WA 98233 360-755-0261 rtoth@burlingtonwa.gov	Brian Briscoe State Deputy Fire Marshal PO Box 42642 Olympia WA 98504-2642 360-596-3925 Brian.Briscoe@wsp.wa.gov

7. **Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.
8. **Agreement Alterations and Amendments.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
9. **Termination.** Either party may terminate this Agreement upon thirty (30) calendar days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.
10. **Appeals of Denied Claims.** In the event that WSP denies payment of claim(s) submitted by the Fire Agency under this Agreement, the Fire Agency may appeal the denial according to the Mobilization Plan. The process contained in the Mobilization Plan is the sole administrative recourse available to the Fire Agency for the appeal of denied claims.
11. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
1. Applicable federal and state statutes and regulations;
 2. Terms and Conditions contained in this Agreement
 3. Any other provisions of the Agreement, whether incorporated by reference or otherwise.
12. **All Writings Contained Herein.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
13. **Electronic Signatures.** A signed copy of this contract or any other ancillary document transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed document for all purposes. Electronic signatures must be certified to be considered valid signatures.
14. **Authority.** The parties signing below warrant that they have read, understand, and have the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Burlington

WASHINGTON STATE PATROL

Bill Aslett
Signature

1-23-2026
Date

Shannon Oien, Chief
Contracts Officer

Digitally signed by Shannon
Oien, Chief Contracts Officer
Date: 2026.01.29 13:34:51
-08'00'

Signature

Date

Bill Aslett Mayor
Print Name and Title

For: John R. Batiste, Chief
Name and Title

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/5/2008

City of Burlington

Contract/Agreement Coversheet

CONTRACT NO. 2026-36 DEPARTMENT: Fire Department

FEDERAL TAXPAYER I.D.:

GRANTOR: State of Washington DNR

SERVICES: Amendment No.2- Forestland and Response Agreement

AMOUNT: \$

DURATION FROM: 5/26/2026 TO: 12/31/2027

Original: City of Burlington

Copies: Finance
Fire Department
State of Washington DNR



WILDFIRE

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES (DNR)
AMENDMENT NO. 2**

TO

FORESTLAND RESPONSE AGREEMENT, DNR CONTRACT NO. 93-102361

PI: 221, 222, 223, 224

Funding Source: State

Grant Funded: ☒ No

OMWBE: ☐ Small Business ☐ Veteran Owned ☒ Not Applicable

Procurement method: ☐ Exempt, Department of Enterprise Services, Sole Source Contract Policy No. POL-DES-140-00, Section 5a, Item 1, RCW 39.26.125(10)

Statewide Vendor # (SWV): 0002425

The Forestland Response Agreement (FLRA) by and between the Washington State Department of Natural Resources, Northwest Region, hereinafter referred to as "DNR" or AGENCY, and City of Burlington, Burlington Fire Department, hereinafter referred to as "District/Department" is amended as follows:

Section 3. Term is hereby amended as follows:

3. Term. The term of this agreement is from May 26, 2026, or date of execution, whichever is later, through December 31, 2027.

The reason for this change is to extend the current FLRA to allow more time for the development of revised DNR FLRA Agreement with Fire District and Departments.

Attachment A, Operation Guidelines, last paragraph in the Section titled; "DNR Agrees to:" is amended to read as follows:

Rental vehicles for Off-road use must be procured consistent with the National Emergency Rental Vehicle Blanket Purchase Agreement (NERV). Rental vehicles for non-fire line positions must be rented through alternative sources other than the USFS NERV rental vehicle agreement. Rental vehicle authorization must be documented on the resource order. Please speak with your local DNR Region for more specific information.

The reason for this change is to clarify the procedure for renting vehicles for Off-road use.

The effective date of this Amendment is May 26, 2026, or the last date of execution, whichever is later.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties hereby execute this Amendment.

**CITY OF BURLINGTON,
BURLINGTON FIRE DEPARTMENT**

**STATE OF WASHINGTON,
DEPARTMENT OF NATURAL
RESOURCES**

 2-17-26
Signature Date

Bill Aslett

Name

Mayor

Title

833 S. Spruce Street
Burlington, WA 98233

Address

360-755-2395

Telephone

 2/23/26
Signature Date

Kevin Killian

Name

Wildland Assistant Region Manager

Title

919 N. Township Street
Sedro-Woolley, WA 98284

Address

360-856-3500

Telephone

City of Burlington

Contract/Agreement Coversheet

CONTRACT NO. 2026-63 DEPARTMENT: Fire Department

FEDERAL TAXPAYER I.D.:

GRANTOR: Washington Military Department

SERVICES: EMAC and PNEMA Assistant

AMOUNT: See Agreement

DURATION FROM: 2/22/2026 TO: 2/22/2030

Original: City of Burlington

Copies: Finance
Fire Department
Washington Military Department

INTERGOVERNMENTAL AGREEMENT FOR EMAC AND PNEMA ASSISTANCE BETWEEN

Washington Military Department
Bldg 20, M/S: TA-20
Camp Murray, WA 98430-5122

AND City of Burlington
350 Sharon Avenue
Burlington WA. 98233-2232

Contact Person: Mark Douglas
Email: mark.douglas@mil.wa.gov
Phone: 253-512-7097

Contact Person: Rob Toth
Email: roth@burlingtonwa.gov
Phone: 360-755-0261
SWV: 0007705-00

Contact: Aidi Sudirjo
Email: aidi.sudirjo@mil.wa.gov
Phone: 253-208-6507

Start Date: Upon Signature

End Date: 5 years from date

1. INTRODUCTION:

This Intergovernmental Agreement (Agreement), pursuant to Ch. 38.10 RCW (Emergency Management Assistance Compact (EMAC)), Ch. 39.34 RCW (Interlocal Cooperation Act), Ch. 38.52 RCW (Emergency Management Act), and the Pacific Northwest Emergency Management Arrangement (PNEMA), is made and entered into by and between the Washington State Military Department through its Emergency Management Division (EMD), and the local jurisdiction within the State of Washington identified above, hereinafter referred to as "Jurisdiction". EMD, through these authorities, coordinates interstate mutual aid according to the model presented in the National Strategy for Homeland Security. EMAC, Chapter 38.10 RCW, and Public Law 104-321, authorize and direct the deployment of certain necessary mutual aid between the EMAC participants, who are currently all fifty states, Puerto Rico, Guam, the U.S. Virgin Islands, and the District of Columbia. PNEMA and Public Law 105-381 authorize and direct the deployment of certain necessary mutual aid between the PNEMA participants, who are currently the States of Alaska, Idaho, Oregon, and Washington, the Canadian Province of British Columbia, and the Yukon Territory. This Agreement provides for the use of authorized resources (including employees and equipment) of the Jurisdiction in responding to requests for EMAC or PNEMA assistance from a participating party in which EMD has identified authorized resources of the Jurisdiction that are qualified and immediately available to deploy and perform the requested EMAC or PNEMA assistance in a requesting participating party.

2. SCOPE:

Pursuant to this Agreement, the authorized resources of the Jurisdiction will be deployed to provide EMAC or PNEMA assistance. When the deployed authorized resources of the Jurisdiction are employees of the Jurisdiction, those Jurisdiction employees will be treated as state employees for purposes of EMAC or PNEMA deployment only and will be entitled to the rights and benefits under EMAC or PNEMA available to state officers and employees, but not for any other purpose. The Jurisdiction will be reimbursed for authorized costs incurred as a result of authorized resource deployment as provided in this Agreement.

3. Authorization and Deployment of Resources

- a. This Agreement is not an authorization to deploy. EMAC and PNEMA deployment of the Jurisdiction's resources under this Agreement shall only be authorized as provided in a completed amendment to this Agreement in the form of "Attachment A" that has been mutually executed by the parties. The Jurisdiction shall not deploy any resources under this Agreement except in compliance with such authorization. No reimbursement will be provided for resources deployed that are inconsistent with such authorization.
- b. Jurisdiction resources authorized for deployment under this Agreement (the "authorized resources") are only those listed on mutually executed amendments in the form attached hereto

as "Attachment A" that references this Agreement by number and includes the authorized charge code, EMAC or PNEMA mission number and disaster name, identification of the authorized resource (employee/equipment), description of the anticipated EMAC or PNEMA duties, maximum reimbursement, estimated duration of deployment, reporting location, point of contact at the destination, and completed verification of credentials.

4. Financial Management and Reimbursement

- a. The Military Department will reimburse the Jurisdiction for the expenses of authorized resources deployed under this Agreement up to the maximum amount provided for herein to the extent supported by proper documentation establishing the expenses were actually incurred pursuant to authorized deployment under the Agreement. No reimbursement will be provided for resources deployed inconsistent with the authorization contained in a completed amendment to this Agreement in the form attached hereto as "Attachment A" that has been mutually executed by the parties.
- b. The authorized resource expenses that may be reimbursed are only those contained in a completed amendment to this Agreement in the form attached hereto as "Attachment A" that has been mutually executed by the parties, and include employee salary, benefits, overtime, air and land travel expenses, lodging, per diem, and equipment use and operation costs. Unless this Agreement is amended by Attachment A to provide otherwise, lodging and per diem shall only be reimbursed in accordance with the United States General Services Administration (GSA) rates for the applicable deployment location existing at the time of deployment under this Agreement, which are located at <http://www.gsa.gov/portal/category/21287>.
- c. The maximum amount of reimbursement for Fire District and Fire Department authorized resources shall be based on the Washington State Fire Chiefs Rate Schedule in effect at the time of deployment, which is incorporated herein by reference. For all other Jurisdictions, the maximum amount of reimbursement for authorized employee expenses under this Agreement shall be the lesser of (1) the maximum amount identified in the mutually executed Attachment A to this Agreement and amendments thereto, or (2) the amount that the employee would have received in the absence of this Agreement. In no case will reimbursement for authorized resources of any Jurisdiction (including Fire Districts and Fire Departments) exceed the maximum estimated total resource cost identified in the mutually executed Attachment A or a subsequent mutually executed written amendment thereto in the same form.
- d. The Jurisdiction shall maintain books, records, documents, receipts and other evidence which sufficiently and properly support and reflect all costs and expenditures authorized by this Agreement. These records shall be subject to inspection, review or audit during normal business hours by authorized Department personnel or its designee(s), the Office of the State Auditor, and federal officials so authorized by law. Such books, records, documents, receipts and other material relevant to this Agreement shall be retained for six (6) years after expiration.
- e. The Jurisdiction will submit a final state invoice voucher identifying this Agreement and the appropriate charge code to the Military Department within 45 days after return by the deployed authorized resource and must include documentation and receipts supporting all claimed reimbursement. The Jurisdiction agrees to immediately comply with any request by EMD for additional supporting documentation or receipts.

5. Resource Management

- a. The Jurisdiction agrees that it will only deploy employees as authorized resources under this Agreement who are fully qualified and capable of performing the duties described in the completed and mutually executed Attachment A and under the conditions described therein. The Jurisdiction agrees that if any of its employees deployed as an authorized resource under this Agreement are determined by the EMAC or PNEMA requesting participant, in its sole discretion, to not meet this requirement, those employees may in the sole discretion of the EMAC or PNEMA requesting participant be returned to the Jurisdiction from which they deployed at the sole cost and expense of the Jurisdiction, and the cost and expense of deploying and returning the employee(s) will not

be reimbursed under this Agreement. Such qualifications and capabilities shall include, but not be limited to, the following:

- 1) Has completed training for ICS 100, 700 and 800
- 2) Has received training customary or required for the position for which they are being deployed
- 3) Currently possesses all certifications and licenses required in the state of Washington to perform the duties for which they are being deployed
- 4) Has previous experience operating in the position for which they are being deployed
- 5) Has the ability to fully and effectively perform all duties of the position for which they are being deployed

The Jurisdiction agrees to maintain documentation of its authorized employee's qualifications and capabilities and sign a completed Verification of Credentialing form as provided in Attachment A as part of any amendment authorizing resource deployment under this Agreement.

- b. The Jurisdiction agrees that if any of its employees deployed as an authorized resource under this Agreement exhibits behavior, conduct or other condition that, in the sole discretion of the EMAC or PNEMA requesting participant, interferes with the employee's ability to perform the duties for which they are deployed, the EMAC or PNEMA requesting participant may, in its sole discretion, return the employee to the Jurisdiction from which the employee deployed at the sole cost and expense of the Jurisdiction, and such cost and expense will not be reimbursed under this Agreement.
- c. The Jurisdiction agrees that it will only deploy equipment as an authorized resource under this Agreement that is in good working order and condition when deployed. If the EMAC or PNEMA requesting participant determines in its sole discretion that any such equipment is not in good working order or condition at the time of deployment, the EMAC or PNEMA requesting participant may, at its sole discretion, return such equipment to the Jurisdiction from which it was deployed at the sole cost and expense of the Jurisdiction, and the cost and expense of deploying and returning the equipment will not be reimbursed under this Agreement.
- d. The Jurisdiction agrees that its employees deployed under this Agreement will be required by the Jurisdiction to conduct themselves in a professional and ethical manner throughout the period of deployment, consistent with all laws, regulations and policies applicable to the Jurisdiction and its employees.
- e. Hold Harmless. To the extent allowed by law, each party shall defend, protect and hold harmless the other party from and against any claims, suits, and/or actions arising from any negligent act or omission of that party's employees, agents and or authorized representatives while performing under this Agreement.

6. Alterations And Amendments

This Agreement and any of its Attachments may only be altered or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. All other terms and conditions of this Agreement shall remain in full force and effect and binding upon the parties.

7. Termination

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

8. All Writings Contained Herein

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For the Department:

BY: Melanie Rogers Acting CFO 5/21/26
Seth Daniel Nickerson Date
Chief Financial Officer
Washington Military Department

For the Jurisdiction:

BY: Bill Aslett 2-27-26
Bill Aslett Date
Mayor
City of Burlington

BOILERPLATE APPROVED AS TO FORM:

Dierk Meierbachtol 9/15/2022
Assistant Attorney General

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME City of Burlington		Doing business as (DBA)	
ADDRESS 350 Sharon Avenue, Burlington WA, 98233	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 292001141	Federal Employer Tax Identification #: 91-6001232
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____

Date: 5/16/2026Print Name and Title: Robert Toth, Fire Chief

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word “proposal” mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a “lower tier participant”?

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

SIGNATURE AUTHORIZATION FORM (SAF)

WASHINGTON MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on page 2 before completing this form.

NAME OF ORGANIZATION

City of Burlington

DATE SUBMITTED

5/16/2026

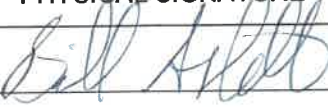
GRANT PROGRAM - Acronyms Accepted

IGA for EMAC

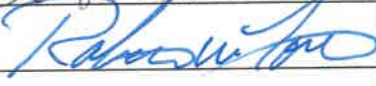
AGREEMENT NUMBER(S)

U26-014

1. AUTHORIZING AUTHORITY

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE & TERM OF OFFICE (If applicable)
		Bill Aslett	Mayor

2. AUTHORIZED TO SIGN AGREEMENTS / AMENDMENTS

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE & TERM OF OFFICE (If applicable)
		Bill Aslett	Mayor
		Robert Toth	Fire Chief

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE & TERM OF OFFICE (If applicable)
		Robert Toth	Fire Chief
		Gina Upham	Administrative Coordinator
		Sandra Kottke	Finance Director

INSTRUCTIONS FOR THE SIGNATURE AUTHORIZATION FORM (SAF)

This form identifies the authorizing authority(ies) and person(s) who have the authority to sign agreements, amendments, and requests for reimbursement. It is required for the management of your agreement with the Washington Military Department (WMD). Please complete all sections. The signature and/or e-signatures included on this SAF must match what is on the agreement, amendment, debarment form, and A-19 invoice voucher submitted. It is required that the signatures in WMD's files are current. Changes in staffing or responsibilities will require a new SAF.

At least one person must be assigned to each of the three roles and the same person can be assigned to multiple roles. If more than one individual will be signing an agreement, amendment, or reimbursement request please make sure everyone signs this form. If additional lines are needed, please fill out two forms and title them 1 of 2 and 2 of 2.

1. **Authorizing Authority.** Generally, the person(s) signing in this section heads the governing body of the organization such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Agreements / Amendments.** The person(s) given the authority to bind the agency/organization to the terms and conditions of the agreement. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. When a request for reimbursement is received, the signature on the A-19 invoice voucher is verified that it matches the signature on this form. **It is advisable to have more than one person authorized to sign reimbursement requests.** This will help prevent delays in processing a request if one person is temporarily unavailable. The payment can be delayed if the request is presented without the proper signature.

Once filled out, send the original to WMD with the signed agreement. It is recommended you keep a copy with the executed agreement in your files. Multiple grant agreements can be included on one SAF if they are all under the same grant program (e.g., 22EMPG and 23EMPG). Two distinct grant programs cannot be included on the same SAF (e.g., SHSP and EMPG).

If you have any questions regarding this form or to request new forms, please call your main grant point of contact at WMD.

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

CITY OF BURLINGTON

AND

SKAGIT COUNTY

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Burlington, a Washington municipal corporation ("Municipality") and Skagit County, a political subdivision of the State of Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The Municipality and the County may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties".

RECITALS

A. The County has established the Skagit County Department of Emergency Management (hereinafter "SCDEM") as an emergency management agency within Skagit County government pursuant to SCC 9.28.; and

B. The County, acting through SCDEM, operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs pursuant to RCW 38.52; and

C. The Municipality and the County previously contracted for coordinated emergency management services through an Agreement dated September 1, 1981 (Skagit County Contract No.: 00709); and

D. The coordinated emergency management services that the County (via SCDEM) provides augment, but do not supplant, the Municipality's responsibilities and obligations under RCW 38.52; and

E. The County and Municipality believe that it is in the public interest to provide and coordinate emergency management services as provided herein.

In consideration of the forgoing, and of the following terms, conditions, and consideration, the parties mutually agree as follows:

1. **PURPOSE:** This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to provide an economical mechanism for administration and coordination of the emergency management programs of both the County and the Municipality, generally to protect the public peace, health, and safety and to preserve the lives and property of the people of the County and the Municipality.

2. **EMERGENCY MANAGEMENT SERVICES:** The County shall provide emergency management services, as described herein, to the Municipality during the term of this Agreement in accordance with RCW 38.52 and SCC 9.28 (the "Services"). The County will reasonably provide the Services as described in Schedule A, attached hereto and incorporated herein. The parties' provision of services provided for and under this Agreement are intended to be rendered on the same basis such services are commonly rendered in their respective jurisdictions and neither party assumes liability for failure to provide services or for emergencies by reason of any circumstances beyond the party's control. The Municipality shall remain responsible for the provision of all those services identified in Schedule B, attached hereto and incorporated herein, as well as any other services the Municipality is otherwise required by law to perform. The Municipality shall make timely payment to the County for the Services, subject to Section 4. (below), and as otherwise provided herein. Unless specifically provided per the terms of this Agreement, neither the County nor the Municipality are otherwise obligated to provide any funds, or perform or provide any other services, duties, or responsibilities pursuant to the terms of this Agreement.

2.1. **EMERGENCY MANAGEMENT ADVISORY BOARD:** The Municipality shall be entitled during the term of this Agreement to representation on the Emergency Management Advisory Board (EMAB) established by SCC 9.28.040. Additional details regarding the EMAB are set forth in SCC 9.28.040 and Schedule C., attached hereto and incorporated herein. The parties recognize and agree that the EMAB shall serve solely in an advisory capacity in providing recommendations to County staff and the Skagit County Board of Commissioners. During the term of this Agreement, the parties agree that the Skagit County Board of Commissioners shall appoint by resolution the representative designated by the Municipality to represent the Municipality on the EMAB. Such municipal representative shall continue to serve until such time as a successor is appointed by the Skagit County Board of Commissioners, without regard to the term of this Agreement.

2.2. **REPORTING AND PERFORMANCE:** SCDEM may request timely written advice from Municipality in evaluating the provision of the Services (as described in Schedule A) by the County. The County (via the County Administrator) may request written advice regarding the DEM Director's job performance as part of an annual 360 degree review. SCDEM will provide the Municipality with monthly service reports, as well as a comprehensive annual report.

3. **TERM OF AGREEMENT:** This Agreement shall commence on the date of mutual execution and shall remain in effect through December 31, 2020, after which this Agreement will automatically renew for an additional one-year term on January 1st of each subsequent year thereafter (without further action by the parties), until otherwise terminated sooner pursuant to the terms herein; PROVIDED, that each party's respective obligations after December 31, 2020 (and annually thereafter), are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last fiscal year for which funds were appropriated. The party subject to a non-allocation of funds shall notify the other party in writing of any such non-allocation of funds at the earliest possible date.

4. **MANNER OF FINANCING:**

4.1 **Annual Fee to be Paid by Municipality.** Effective July 1, 2017, the Municipality shall pay an Annual Fee to the County as provided herein. The Annual Fee rate for the Municipality shall be calculated by adding the Municipality's population as a percentage of the Total Incorporated Population and the Municipality's Assessed Value as a percentage of the Total Incorporated Assessed Value and dividing by two (2) multiplied by forty percent (40%). This yields

the percentage of the annual expense budget to be billed by the County to the Municipality (the "Annual Fee"). This Annual Fee amount may be prorated for partial years. Population numbers for the Municipality shall be obtained from the most current Washington State Office of Financial Management's April 1st estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues, as set forth in Schedule D (attached hereto and incorporated by reference). Assessed Value shall be determined by the Skagit County Assessor. The Annual Fee includes payment for the Services described Schedule A, and for the County's other reasonable operation and maintenance costs for which there will be no separate billing. The County shall invoice the Municipality for the Annual Fee. The Municipality shall be responsible for complete and timely payment of all amounts invoiced regardless of whether the Municipality chooses to participate in the invoiced services. Invoices will be sent by the County to the Municipality quarterly, with payment from the Municipality due and payable to the County in quarterly installments on January 31, April 30, July 31, and October 31 (unless an alternate payment schedule is mutually agreed upon by and between the parties in writing). The County is not obligated to pay or provide any funds to the Municipality pursuant to the terms of this Agreement.

4.2 Adjustments to Annual Fee. The Annual Fee rate shall be adjusted by the County effective January 1st of each year during the term of this Agreement. By the last Monday of September of each year during the term of this Agreement, the County shall calculate and issue a revision to Schedule D to reflect the Municipality's population from the annual Washington State Office of Financial Management's April 1st estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues, and the Skagit County Assessor to reflect updated Assessed Valuations, and used to determine the resulting Annual Fee rate for the subsequent year to be paid by the Municipality to the County in accordance with the terms herein. Each year during the term of this agreement, the County (through SCDem) will provide a draft Schedule D to the Municipality and membership of the EMAB for discussion and informational purposes during the October EMAB meeting each year based on SCDem's proposed annual budget for the upcoming fiscal year, in order to assist the Municipality with the Municipality's annual budget planning. After the County has approved the final SCDem budget for the next fiscal year, SCDem will issue the final version of Schedule D to the Municipality and membership of the EMAB as soon as reasonably possible, but no later than December 1st of each year during the term of this Agreement.

5. SCDem BUDGET: Solely for informational purposes, SCDem shall provide a copy of its annual department preliminary budget request with the Municipality on or before the last Monday of September of each year during the term of this Agreement.

6. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

6.1 The County's representative shall be:

Douglas ten Hoopen, Director
Skagit County Department of Emergency Management
2911 East College Way, Suite B
Mt Vernon, WA 98273

6.2 The Municipality's representative shall be:

Kelly Blaine
933 S. Spruce Street

Burlington, WA 98233

7. **NO PARTNERSHIP OR JOINT VENTURE:** No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

8. **NO THIRD PARTY BENEFICIARIES:** This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

9. **INDEMNIFICATION:** Except as specifically provided to the contrary herein, and except in those instances where the parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to either the County or Municipality by reason of entering into this contract except as expressly provided herein. Each party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

10. **TERMINATION:** Any party hereto may terminate this Agreement upon sixty (60) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by subsequent written agreement duly executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

12. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

13. **USE OF DOCUMENTS AND MATERIALS PRODUCED:** Both parties shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any party (and/or any party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement. Unless privileged or otherwise exempt from public disclosure, the parties recognize and agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56).

14. **COMPLIANCE WITH LAWS:** The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

15. **VENUE AND CHOICE OF LAW:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

16. **CAPTIONS & COUNTERPARTS:** The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

17. **NEUTRAL AUTHORSHIP:** Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The parties have entered into this Agreement without duress or undue influence.

18. **INDEPENDENT CONTRACTOR:** The County shall provide all Services under this Agreement as an independent contractor, and not as an agent, employee, or servant of the Municipality. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the Municipality. The County has the express right to direct and control the County's activities in providing the Services in accordance with terms of this Agreement.

19. **NO SEPARATE ENTITY:** The parties agree that no separate legal entity or entities are necessary to carry out this Agreement, and no legal entity is established by this Agreement.

20. **LIABILITY RELATED TO MUNICIPALITY'S ORDINANCES, POLICIES, RULES & REGULATIONS:** In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Municipality from any liability or responsibility which arises in whole or in part from the existence or effect of any ordinances, policies, rules and/or regulations of the Municipality. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance, policy, rule and/or regulation of the Municipality is at issue, the Municipality shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Municipality, the County, or both, the Municipality shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

21. **PRIVILEGES & IMMUNITIES:** Whenever the employees of the County or the Municipality are rendering outside aid pursuant to RCW 38.52.070 and 38.52.080(1), such employees shall have the same powers, duties, privileges, and immunities as if they were performing their duties in the County or the Municipality in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege, or immunity afforded the County or the Municipality in RCW 38.52.

22. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. In accordance with Skagit County Resolution # R20170199, dated October 2, 2017, the parties hereby further mutually agree to terminate a previous agreement by and between the parties dated September 1, 1981 (Skagit County Contract No.: 00709).

23. **STATUS OF AGREEMENT:** This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the parties. Any other agreements by and between the parties shall continue in full force and effect, unless specified to the contrary herein (see Section 22. above). Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

City of Burlington, a Washington municipal corporation ("Municipality"):



Steve Sexton, Mayor, City of Burlington

Date: 9/18/18, 2018

Mailing Address:

Burlington City Hall
Office of the Mayor
833 S. Spruce Street
Burlington, WA 98233

DATED this 19 day of November, 2018.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Chair


Lisa Janicki, Commissioner

Ron Wesen
Ron Wesen, Commissioner

Attest:

Amber Ellis
Clerk of the Board

**For contracts under \$5,000:
Authorization per Resolution R20030146**

Recommended:


Department Head

County Administrator

Approved as to form:


Civil Deputy Prosecuting Attorney 11/9/18

Approved as to indemnification:

Sharon O'Brien (11-13-18)
Risk Manager

Approved as to budget:

Luisa Legno
Budget & Finance Director

Schedule A

Description of Emergency Management Services

The County shall provide Emergency Management Services ("Services") through its Department of Emergency Management ("SCEM") to the Municipality, in accordance with the terms of the Agreement and as provided herein. The Services shall be provided by the County, and the Municipality shall be responsible for all other emergency management services, duties, and/or responsibilities not specifically described herein. The Services shall include the following:

1. Disaster Response and Recovery Coordination: SCEM will coordinate emergency management activities in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural or man-made disasters as follows:

a. Maintain an emergency management organization compliant with state and federal guidelines, adhering to the commonly practiced principles of emergency management and utilizing the tenets of the National Incident Management System (NIMS).

b. Provide a 24 hour per day Duty Officer for emergency management issues. The Duty Officer is available via Skagit 911.

c. During disasters as defined by RCW 38.52.010, activate the Skagit County Emergency Coordination Center (SCECC) to support the Municipality.

Requests to activate the SCECC will be made to the Duty Officer via Skagit 911. The level of SCECC activation will depend on the situation and the need for coordination and support. The decision to activate the SCECC, and at what level, is made by the SCEM Director or the appropriate designee in the SCEM line of succession.

When requested, and at the discretion of the SCEM Director or the appropriate designee in the SCEM line of succession, SCEM will deploy a liaison(s) to the Municipality to directly assist with incident management leadership, technical support and assistance, and/or use of mobile assets. During activation of the SCECC, SCEM may request that the Municipality and/or other jurisdictions deploy liaisons to the SCECC to, among other things, enhance communication between the SCECC and the incident site(s).

d. During disasters, as defined by RCW 38.52.010(6), activate the Skagit County Comprehensive Emergency Management Plan (SCCEMP). This plan articulates the roles and responsibilities of the County and its jurisdictions, and the SCECC's procedures, respectively. The Municipality and other jurisdictions will, with the support of SCEM as outlined in Section IV of the SCCEMP, develop and maintain plans and procedures that support the SCCEMP.

e. Make available the County's emergency resources not required for use elsewhere during emergencies. Use shall be determined and prioritized by SCEM. The Municipality agrees that the County shall not be responsible or liable in the event of non-availability or non-performance of equipment.

f. As needed, SCEM will request additional assistance on behalf of the

Municipality and/or other jurisdictions through established emergency management protocols, from the County to State, State to Region, and Region to National levels.

g. Under the provisions of SCC 9.28., initiate, through the Board of County Commissioners, a Declaration of Emergency when SCDEM determines that a public disorder, disaster, energy emergency, or riot exists which affects the life, health, property or public peace.

h. SCDEM, in conjunction with the Municipality and the State's Emergency Management Division (EMD), will coordinate FEMA's post-disaster preliminary damage assessment (PDA) process. The Municipality will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. The Municipality shall remain responsible for such costs it incurs.

i. When requested and practicable, SCDEM will provide technical assistance to support the Municipality's disaster recovery efforts.

2. Planning, Training, and Exercises: SCDEM will maintain emergency management plans in accordance with applicable state and federal laws, regulations, and guidance. It will also maintain training and exercise programs that adhere to state and federal guidance including the National Incident Management System (NIMS), Homeland Security Exercise and Evaluation Program (HSEEP), and Emergency Management Performance Grant (EMPG).

a. SCDEM will provide technical assistance (templates, meeting facilitation, and plan review) to the Municipality in order for SCDEM to maintain a comprehensive emergency management plan (CEMP) that meets the requirements set forth in RCW 38.52.030 and WAC 118-30-060.

b. SCDEM will maintain a multi-jurisdictional natural hazard mitigation plan (NHMP) that complies with the Disaster Mitigation Act of 2000 (DMA2K) and 44 CFR §201.6 and, when requested, provide technical assistance in order for the Municipality to meet the requirements for participation in the NHMP.

c. When requested, and at the discretion of the SCDEM Director, SCDEM will provide technical assistance and/or templates to the Municipality in order to develop functional emergency management plans and procedures. Examples of such plans include mass fatality plans, disaster debris management plans, emergency operations plans, and emergency operations center procedures.

d. SCDEM will conduct an annual training and exercise planning workshop (TEPW) in order to develop a coordinated training and exercise calendar. If the Municipality desires training and exercise support from SCDEM, the Municipality must make every reasonable effort to be represented at the TEPW.

e. SCDEM will coordinate one (1) County-level functional exercise annually and provide additional training and exercise opportunities throughout the year in support of the Municipality. As may be determined by SCDEM, such training(s) and/or exercise(s) provided to the Municipality may be provided individually to the Municipality, or in conjunction with other jurisdiction(s).

3. Warning, Notification, and Emergency Communications: SCDEM and the Municipality will utilize protocols and guidance established in the Skagit County Comprehensive Emergency Management Plan (CEMP).

a. As resources allow, SCDEM will utilize multiple means of communication to notify, warn, and/or provide information and instruction to the general public regarding impending or occurring disasters.

b. SCDEM will provide the Municipality with training, information, and/or technical assistance to endeavor to ensure communications interoperability during a crisis.

c. SCDEM will facilitate access to, and training on, applicable incident management sites and software.

d. SCDEM will provide the Municipality with an updated contact list for County departments and officials during the first quarter of each year.

4. Volunteer / Emergency Worker Management: SCDEM will work in cooperation with the Municipality to develop volunteer capabilities that augment the Municipality's local disaster response efforts; specifically, Community Emergency Response Team (CERT) and/or an emergency communications volunteer group, e.g. Skagit County ARES/RACES.

a. SCDEM will maintain a central database of these volunteers and facilitate their registration as emergency workers in accordance with the Washington State Emergency Workers' Program in accordance with WAC 118-04-080. Annually, SCDEM will provide to the Municipality with a list of the volunteers living within the Municipality's boundaries.

b. SCDEM will create electronic notification lists for these groups.

c. SCDEM will develop, maintain, and centrally manage a list of trained volunteers (including background checks of said volunteers). The purpose of this list is to provide volunteers able to augment jurisdictional emergency operation centers (EOCs), manage community points of distribution (CPODs), and manage volunteer reception centers (VRCs).

d. SCDEM will provide oversight for a countywide CERT capability based on self-organized and governed CERT teams in a regional construct. In this construct, SCDEM will provide initial CERT training and support *volunteer* Regional Coordinators that will be responsible for coordinating with the SCDEM Volunteer Coordinator for ongoing training, recruiting, and meeting place logistics.

i. SCDEM will provide, at a minimum, annual initial training for CERT volunteers. Initial training will consist of the CERT program as outlined by FEMA's Emergency Management Institute (EMI) and damage assessment (i.e. windshield survey) training.

ii. SCDEM's assigned Volunteer Coordinator will meet with the Regional Coordinators annually to establish a yearly training calendar for the regional teams, and then quarterly throughout the year.

iii. Semiannually, SCDEM will host a countywide CERT meeting. Each team's Regional Coordinator, with the support of SCDEM, will be responsible for additional meetings and trainings.

iv. SCDEM, in collaboration with the Regional Coordinators, will develop and maintain countywide CERT policies that ensure consistency and are applicable to all of the regional teams.

e. SCDEM will provide oversight to the Skagit County ARES/RACES function, which provides emergency communications services to SCDEM, the Municipality and other jurisdictions, as well as hospitals and the Northwest Washington Regional Chapter of the American Red Cross.

f. Using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places such volunteers outside of the scope of RCW 38.52.180, WAC 118-04, and this Agreement, and such volunteers cannot be afforded protection under the Washington State Emergency Workers Program. Therefore, the Municipality shall be required to provide coverage in accordance with L&I Industrial Insurance regulations for such volunteers.

5. Outreach and Preparedness: SCDEM will work in conjunction with the Municipality to provide disaster-related preparedness and education in order to improve overall community resilience.

a. SCDEM leadership will meet annually with the Municipality's leadership to discuss community-specific concerns and needs.

b. SCDEM will convene meetings of its Advisory Board quarterly. See Schedule C.

c. Upon request of the Municipality, SCDEM will provide a preparedness presentation to the Municipality at least once a year. Requests for presentation(s) should be made to SCDEM at least sixty (60) days prior to the date of the requested presentation. The request should include any specific items of interest the Municipality wishes SCDEM to address in its presentation.

Schedule B

Expectations of Municipality

As provided per the terms of the Agreement, the services provided by SCDEM (as described per Schedule A) augment any emergency services, duties, and/or responsibilities of the Municipality. This Schedule B outlines some, but not all, of the areas for which the Municipality shall retain responsibility.

1. Disaster Response and Recovery Coordination: The Municipality will coordinate its emergency management activities with SCDEM in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural or man-made disasters as follows:

a. Maintain a jurisdiction-level incident management structure that utilizes the principles of the National Incident Management System (NIMS).

b. During disasters, as defined by RCW 38.52.010(6), activate the Municipality's incident management structure and notify SCDEM as soon as practicable.

c. When requested and practicable, deploy a liaison to the SCECC to enhance coordination between the SCECC and the Municipality.

d. During disasters, as defined by RCW 38.52.010(6), activate the Municipality's Comprehensive Emergency Management Plan (CEMP).

e. Under the provisions of applicable code, initiate through the Municipality's appropriate authority, a Declaration of Emergency when the Municipality determines that a public disorder, disaster, energy emergency, or riot exists which affects the life, health, property or public peace. Notify SCDEM as soon as practicable of the intent to declare an emergency and provide SCDEM with a copy of the declaration as soon as practicable.

f. Work in conjunction with SCDEM during FEMA's post-disaster preliminary damage assessment (PDA) process. Track and report activities potentially reimbursable by federal and/or state disaster assistance programs.

2. Planning, Training, and Exercises: The Municipality, with SCDEM assistance, will develop and maintain emergency management plans, train staff necessary to implement those plans, and exercise those staff and plans accordingly. In order to achieve this, the Municipality shall:

a. Provide a point of contact to SCDEM.

b. Convene work groups and provide meeting space as necessary to facilitate the development of plans including the Municipality's comprehensive emergency management plan, hazard mitigation plan, functional emergency management plans, etc., as applicable.

c. Send a representative to participate in SCDem's annual training and exercise planning workshop (TEPW) per Section 2.d. of Schedule A.

3. Warning, Notification, and Emergency Communications: Utilize established protocols and guidance to warn, notify, and communicate before, during, and after disasters.

a. Identify pre-designated areas and messages that can be loaded into the electronic notification system.

b. If capable, participate in communications checks with SCDem at least monthly via two-way radio.

i. SCDem conducts weekly checks on Tuesday mornings at 10:00 a.m. (or at such other time as may be specified by SCDem) with all HAM operators throughout the Skagit County ARES/RACES network.

ii. SCDem conducts monthly checks on the first Tuesday of each month with Municipal School Districts.

c. Identify incident management staff to receive access to, and training on, applicable incident management sites and software.

d. The Municipality shall provide SCDem with an updated contact list for the Municipality's departments and officials during the first quarter of each year.

4. Volunteer / Emergency Worker Management: Work in collaboration with SCDem to develop capabilities that augment local disaster response efforts; specifically, Community Emergency Response Team (CERT) and/or an emergency communications volunteer group, e.g. the Skagit County ARES/RACES.

a. Identify potential volunteers for membership in CERT, and/or ARES/RACES.

b. When practicable, support volunteer activities in their region by providing meeting space.

c. When practicable, integrate volunteers into the Municipality's plans, training, and exercising.

d. If desiring to utilize volunteers for duties outside of the scope of their intended purpose and/or training, the Municipality shall provide said additional training. Using these volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180 and WAC 118-04, and this Agreement, and such volunteers cannot be afforded protection under the Washington State Emergency Workers Program. Therefore, the Municipality is required to provide coverage in accordance with L&I Industrial Insurance regulations for such volunteers.

5. Outreach and Preparedness: Work in conjunction with SCDEM to provide disaster-related preparedness and education in order to improve overall community resilience.

a. Meet annually with SCDEM's leadership to discuss community specific concerns and needs.

b. Designate a representative to the Emergency Management Advisory Board (EMAB), to be appointed by the Skagit County Board of Commissioners in accordance with SCC 9.28.040.

c. Attend Emergency Management Advisory Board meetings.

d. Submit requests for annual SCDEM presentations to the Municipality at least sixty (60) days prior to the date of the requested presentation.

Schedule C

Emergency Management Advisory Board

In accordance with SCC 9.28.040, the Emergency Management Advisory Board (EMAB) shall consist of a total of sixteen (16) voting members representing each of Skagit County's eight (8) Cities and Towns, Sheriff's Office SAR, Public Health Emergency Preparedness, Skagit 911, Fire Commissioners, Rural Fire Chiefs, and representatives of three (3) Dike Districts. The EMAB members shall provide advisory recommendations to the Skagit County Board of Commissioners on aspects of emergency management planning, and shall assist Skagit County by providing advisory recommendations for the development of emergency management programs and policies. The EMAB shall also review and provide advisory comment on proposed emergency management rules, policies or ordinances prior to their adoption by the Skagit County Board of Commissioners. The EMAB shall also provide advisory recommendations on other matters as requested by the DEM Director or County Administrator. The EMAB shall provide recommendations to the County solely in an advisory capacity, and in any instance the Skagit County Board of Commissioners may accept, reject, and/or modify any and all advisory recommendations provided by the EMAB.

Schedule D

Department of Emergency Management Budget - 2019

Total Budget	\$	696,223
Less Est Grant Revenue	\$	215,845
Less Fund Balance Excess	\$	37,488
	\$	442,890

*Includes grant-funded contractor position with 25% matching funds for NHMP Update

Fee Split

County - 60%

Cities and Towns - 40%

	Population	% of Incorporated Population	Assessed Value	% of Incorporated Assessed Value	Assigned Percentage	2019 Budget Allocation	2019 Billing	2018 Billing
Anacortes	16,990	22.66%	3,042,165,745	36.1%	11.753%	\$52,052.93	\$52,053.00	\$36,344.00
Burlington	9,025	12.04%	1,348,893,296	16.0%	5.609%	\$24,842.39	\$24,842.00	\$17,248.00
Concrete	740	0.99%	151,707,505	1.8%	0.557%	\$2,469.07	\$2,469.00	\$1,848.00
Hamilton	300	0.40%	63,307,735	0.8%	0.230%	\$1,019.95	\$1,020.00	\$616.00
La Conner	940	1.25%	152,113,873	1.8%	0.612%	\$2,709.62	\$2,710.00	\$1,848.00
Lyman	455	0.61%	32,138,283	0.4%	0.198%	\$875.38	\$875.00	\$616.00
Mount Vernon	35,180	46.92%	2,825,137,879	33.5%	16.090%	\$71,260.21	\$71,260.00	\$49,280.00
Sedro-Woolley	11,350	15.14%	810,256,655	9.6%	4.951%	\$21,926.45	\$21,927.00	\$15,400.00
Subtotal	74,980		8,425,720,971		40%	\$177,156	\$177,156.00	\$123,200.00
		% of Total Population						
Skagit County	51,540	40.74%	6,806,661,109	44.7%	60.0%	\$265,734		
Grand Total	126,520		15,232,382,080			\$442,890		

*NOTE: For demonstration purposes only. The above does not necessarily reflect the final billing amount for 2019. This serves only as an example of how the annual billing is calculated. The population numbers are updated annually based upon the most current published Washington State OFM Population Estimates. The assessed value is updated only as new information is reassessed and formally published by the County.