

CITY COUNCIL AGENDA
City Hall, 833 South Spruce Street
7:00 p.m. January 22, 2026

MEETING TO BE HELD IN-PERSON & REMOTELY
ZOOM WEBINAR LINK: <https://zoom.us/j/97859681042>
ZOOM DIAL-IN: +1-253-215-8782
WEBINAR ID: 978 5968 1042

COUNCIL WORKSHOP: January 22, 2026 @ 6:00 PM

CALL TO ORDER:

MINUTES: [City Council Meeting of January 8, 2026.](#)

AUDIT OF BILLS:

PRESENTATIONS:

PUBLIC COMMENTS:

MAYOR'S UPDATE:

COUNCIL COMMENTS:

COMMITTEE & BOARD REPORTS:

OFFICER'S REPORTS:

PROCLAMATIONS:

CONSENT:

- 1) [Teamsters Local 231 Public Works Division MOU Extension Agreement](#)
- 2) [SCIDEU Interlocal Agreement Amendment-KWW Language added](#)

ITEMS:

- 1) [Adoption of Annual Work Plan for the Community Development Department and Planning Commission](#)
- 2) [BMC 2.76.030 Amendment to Library Board of Trustees Membership](#)
- 3) [Interlocal Agreement with Skagit County for Continued Source Control Inspection Program](#)
- 4) [Renewal of Fire Mobilization agreement with the State of Washington](#)
- 5) [Water Rescue Services with Skagit County Sheriff's Office](#)
- 6) [Reciprocal Lending Agreement with Fire Dist. 6](#)
- 7) [2026 Lodging Tax Award: Skagit River Bald Eagle Awareness Team](#)

EXECUTIVE SESSION:

An Executive Session may be held to discuss Personnel, Litigation, and/or Land Acquisition.

ADJOURNMENT:

MEETINGS:

- 1) **AUDIT & FINANCE COMMITTEE:**

Thursday, January 22, 2026, 4:00 PM

Telephonic Meeting 1-774-777-4255

Conference ID# 589-8786

January 2026

January 2026							February 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31							

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 28	29	30	31	Jan 1, 26	2	3
4	5	6 6:00pm Library Board (Library Meeting Room)	7 5:30pm Planning Commission (Council Chambers)	8 4:00pm Audit & Finance Committee (Room 132) 7:00pm Council Meeting (Council Chambers)	9	10
11	12 5:00pm Burlington Arts Commission Meeting (Burlington Public Library)	13 4:00pm Public Safety Committee (via Zoom) 6:00pm Parks Board (Zoom)	14	15	16	17
18	19	20 3:00pm Historical Preservation Commission (Parks & 4:00pm Public Works Committee	21 1:00pm SKAT Board (Burlington City Hall)	22 4:00pm Audit & Finance (Room 132) 6:00pm Work Session- (CH Council 7:00pm Council Meeting	23	24
25	26	27	28	29	30	31

February 2026

February 2026							March 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
							29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 1	2	3 6:00pm Library Board (Library Meeting Room)	4 5:30pm Planning Commission (Council Chambers)	5	6	7
8	9 5:00pm Burlington Arts Commission Meeting (Burlington Public Library)	10 4:00pm Public Safety Committee (via Zoom) 6:00pm Parks Board (Zoom)	11	12 4:00pm Audit & Finance Committee (Room 132) 6:00pm Workshop - PROS Plan Update 7:00pm Council Meeting (Council Chambers)	13	14
15	16	17 4:00pm Public Works Committee (Telephonic)	18 1:00pm SKAT Board (Burlington City Hall)	19	20	21
22	23	24	25	26 8:00am Work Session- Housing/1590 (CH Council Chambers) - 4:00pm Audit & Finance (Room 132) 7:00pm Council Meeting (Council Chambers)	27	28

WORK SESSION



WORK SESSION– January 22, 2026

- | | | |
|----|---|------------|
| 1. | Six-year financial forecasts | 5 Minutes |
| 2. | CIP Process | 15 Minutes |
| | a. Scope of work | |
| | i. Fairhaven Visioning | |
| | ii. Pump Track | |
| 3. | Council Meetings | 30 Minutes |
| | a. Agenda | |
| | b. Work flow | |
| | i. Use of Consent agenda | |
| | ii. Introduction of and action on items | |
| | c. Discussion/action protocol | |
| | d. Other | |

MINUTES

CITY OF BURLINGTON, WA

January 8, 2026

Mayor Bill Aslett called the City Council meeting to order at 7:00 p.m. with the Pledge of Allegiance. **Councilmembers present:** Kelsey Freeman, Joe DeGloira, Scott Green, Jesús Pérez-Linares, James Stavig, and Jamie Weiss. **Staff present:** City Attorney Leif Johnson, Interim City Administrator Andy Parks, Public Works and Parks Operations Director Travis Schwetz, Public Works Director Tyler Stamey, and Police Chief Kevin Turner, and Enrichment Services Director Sarah Ward.

Councilors Green/Pérez-Linares made a motion to excuse **Councilor Elizabeth Turman-Bryant** from the January 8, 2026, City Council meeting. All in favor; motion carried.

MINUTES

Councilors Green/Weiss made a motion to approve the December 18, 2025, regular City Council meeting minutes. **Councilor DeGloria** suggested some additions to the minutes. **Mayor Aslett** stated that the minutes would be returned to Council for a vote after review.

AUDIT OF BILLS:

Councilor Scott Green updated Council on the Audit & Finance meeting.

A motion was made by **Councilors Green/Freeman** to approve Accounts Payable Invoices to be paid as of January 8, 2026, in the amount of \$16,956.89; Accounts Payable Invoices to be paid as of December 23, 2025, in the amount of \$336,135.78; Burlington Chamber – November 2025, in the amount of \$21,273.77; and Payroll Expenses for Pay Period Ending December 15, 2025, in the amount of \$974,995.93. All in favor; motion carried.

PRESENTATIONS:

No Presentations.

PUBLIC COMMENTS:

No Public Comments.

Members of the public may submit comments or questions by mail to City Hall at 833 S. Spruce Street, ATTN: City Administrator, or by email to badministration@burlingtonwa.gov. Contact information for all the City Departments is available at www.burlingtonwa.gov.

MAYOR'S UPDATE:

Mayor Aslett provided an update to Council about the City Administration recruitment process and timeline. **Aslett** shared that Andy Parks would continue as Interim City Administrator.

Mayor Aslett reminded Council of state required trainings for City Councilmember and

January 8, 2026

encouraged Councilors to check if they were up to date. The **Mayor** made some announcements about flood recovery events and resources.

COUNCIL COMMENTS:

Councilor Kelsey Freeman shared reflections about the Pledge of Allegiance and symbolism of the United States of America flag.

Councilor Jesús Pérez-Linares inquired about “Coffee with the Mayor” community events and expressed interest in participating as a Council representative if the opportunity existed. **Pérez-Linares** attended the holiday tree lighting and acknowledged City staff for their work on the community event.

Councilor James Stavig welcomed Sports Clips to Burlington and shared highlights from a visit with the owners of Playtime Pickleball Club located at the Burlington Gallery.

Councilor Jamie Weiss attended the AWC training for City Officials and thanked Burlington for providing the facility space for the workshop.

COMMITTEE & BOARD REPORTS:

No Committee & Board Reports.

OFFICER’S REPORTS:

Interim City Administrator Andy Parks informed Council of an upcoming series of 6 p.m. Council workshops focused on the topics such as the CIP, Council meeting structure & organization, City staff workplans, 2026 Budget process and document feedback, 6-year financial forecast, and Council goal setting.

PROCLAMATION:

No Proclamation.

PUBLIC HEARING:

No Public Hearing.

CONSENT AGENDA:

No Consent Agenda.

ITEMS:

HB 2015 – Public Safety Bill

January 8, 2026

Police Chief Kevin Turner presented a proposed Ordinance for the HB 2015 Public Safety Bill. Council engaged in conversation about the presentation timeline of the Ordinance for approval and what an approval would mean for grant funding opportunities.

Councilor Stavig/Freeman made a motion to approve the implementation of a 0.1% Public Safety Sales Tax as authorized through House Bill 2015. All in favor, motion carried.

Agreement with Learning Landscapes for the Preparation of Construction Documents for Maiben Park Natural Playground

Enrichment Services Director Sarah Ward introduced the contract agreement for a natural playground at Maiben Park for Council consideration. There was discussion about the cost of the project, project budget and funding sources, lack of grant funding secured for the playground, other City parks that would benefit from upgrades or improvements, and the Parks Board recommendation of the project.

Councilor Pérez-Linares/Stavig made a motion to authorize the Mayor's signature on the Agreement with Learning Landscapes for Phase 2 of the Maiben Park Natural Playground project, providing the technical work needed to develop construction-ready documents. **Councilors Weiss, Freeman and Green** in favor; **Councilors DeGloria and Stavig** opposed. Motion passed; 4:2.

2026 Council Committee Assignments and Election of Mayor Pro Temp & Investment Chair

Mayor Aslett presented a draft of 2026 Council Committee assignments for discussion. There was discussion about the North Star Group and Historical Preservation Commission, but assignments remained as proposed.

Councilor Green/Pérez-Linares moved to elect Councilor Freeman as Mayor Pro Tempore for 2026. **Councilors Weiss and Freeman*** in favor; **Councilors DeGloria and Stavig** opposed. Motion passed; 4:2. *According to the guidelines established by the City of Burlington City Council Rules of Procedure, Section 5.4, Councilmember Freeman was tallied as an affirmative vote.

Councilor Weiss/Green moved to elect Councilor DeGloria as Investment Chair for 2026. All in favor, motion carried.

Councilor Weiss/Green moved to approve the Mayor's 2026 Council Committee assignments and recommendations as presented. All in favor, motion carried.

CITY OF BURLINGTON, WA

January 8, 2026

EXECUTIVE SESSION:

No Executive Session.

ADJOURNMENT:

Mayor Aslett adjourned the meeting at 7:59 p.m.

Sandra Kottke
Finance Director

Bill Aslett
Mayor

CONSENT AGENDA



CONSENT AGENDA – January 22, 2026

1. Teamsters Local 231 Public Works Division MOU Extension Agreement
2. SCIDEU Interlocal Agreement Amendment- KWW Language added

RECOMMENDATION

Motion to approve Consent Agenda Item #1 and #2 and authorize the Mayor's signature on appropriate documents.

departments. This is not favorable, as both parties agree that the current MOU has sufficiently addressed the terms.

BID REQUIREMENTS

N/A

CURRENT AND FUTURE BUDGET RAMIFICATIONS

The 2026 budget includes the terms as written.

LEGAL ASPECTS – LEGAL REVIEW

None

COUNCIL COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Approve the extension agreement.

SUGGESTED COUNCIL MOTION LANGUAGE

“I move approve the extension agreement between the City and the Teamsters Local Union 231 Public Works Division, and authorize the Mayor’s signature.”

EXTENSION AGREEMENT

**To the Memorandum of Understanding
By and Between
CITY OF BURLINGTON, WASHINGTON
And
TEAMSTERS LOCAL UNION NO. 231
(Representing the Public Works Employees)**

This Extension Agreement (“Extension”), effective January 1, 2026 is entered into by and between the City of Burlington, Washington (the “City”), and Teamsters Local Union No. 231 (the “Union”).

WHEREAS, the City and the Union are parties to a Collective Bargaining Agreement (“CBA”) in effect from January 1, 2024, through December 31, 2027; and

WHEREAS, the City and the Union entered into a Memorandum of Understanding (“MOU”) effective January 1, 2025, concerning Lead position wages and additional job duties; and

WHEREAS, the MOU provides for a one-year term and contemplates possible extension by mutual agreement; and

WHEREAS, t

terms and conditions of the existing Collective Bargaining Agreement shall continue in full force and effect.

4. Entire Agreement

This Extension Agreement, together with the original MOU, represents the entire agreement of the parties concerning the subject matter addressed herein.

TEAMSTERS LOCAL UNION 231

CITY OF BURLINGTON, WASHINGTON

Richard Ewing, Secretary Treasurer

Bill Aslett, Mayor

Date

Date

MEMORANDUM OF UNDERSTANDING (MOU)
By and Between
CITY OF BURLINGTON, WASHINGTON
And
TEAMSTERS LOCAL UNION NO. 231
(Representing the Public Works Employees)

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), effective January 1, 2025 is entered into by and between City of Burlington (the "City") and the Teamsters Local Union No. 231 (the "Union").

WHEREAS, the City and the Union are parties to a collective bargaining unit agreement ("CBA") in effect from January 1, 2024, through December 31, 2027; and

WHEREAS, Section 9.1, of the existing CBA sets out the 2024 through 2027 wages for the Lead person including agreed upon annual CPI increases for the duration of the Agreement; and

WHEREAS, the wages for the Lead position are memorialized into a Wage Grid consisting of a 10-Steps, with Step 8 approximating comparable Market wages; and

WHEREAS, the annual CPI increases detailed in Section 9.1 of the CBA are applied to Step 8 annually which has the effect of adjusting all of the Steps on the Grid, and;

WHEREAS, there is an existing Lead Position job description that outlines the responsibilities for this position; and

WHEREAS, both parties desire to add additional job duties performed by the Lead person in the Parks, Streets, and Facilities departments together with an increase to the 2025 Wage Grid;

NOW THEREFORE, the City and the Union agree to the following modifications to section 9.1:

1. Step 8 of the 2025 Wage Grid for the Lead position shall have a one-time increase of five percent (5%).
2. All other Steps on the Wage Grid for the Lead position shall be adjusted according to the existing wage percentage differences.
3. If the MOU remains in effect for the duration of the CBA, the prior agreed-to CPI annual adjustments shall remain unchanged and shall be applied to the revised 2025 Wage Grid for the Lead position.

4. The additional job duties as detailed in Exhibit A and incorporated into this MOU shall be added to the Lead position's existing job responsibilities.

The term of the MOU shall be one (1) year from the effective date and shall be revisited at that time. The Union and the City agree to meet at least 30 days prior to the expiration of the MOU for the purpose of discussing and possibly extending the term of the MOU.

Should the initial term of the MOU not be extended, the 2025 Wage Grid for the Lead positions shall revert to what it was prior to this MOU and all subsequent year CPI adjustments shall be applied to the pre-MOU Wage Grid for the Lead position.

Any Lead person during the term of this MOU may elect to withdraw from the Exhibit A job duties if they so choose. If they elect to withdraw, their subsequent 2025 wages shall be adjusted back to what they were prior to this MOU effective the date of their withdrawal.

Upon the withdrawal of a Lead Person, the added job responsibilities and increase in pay may be offered to other Utility 1 employees.

This MOU represents the entire agreement and understanding of the parties. All other terms and conditions of the existing CBA remain unchanged.

TEAMSTERS LOCAL UNION 231


Richard Ewing, Secretary Treasurer

4-2-25
Date

CITY OF BURLINGTON WASHINGTON


Bill Aslett, Mayor

3-31-25
Date

CITY OF BURLINGTON
Lead Position 2025 MOU

EXHIBIT A
Additional Job Duties

- Assist Supervisor with development of departmental budget
 - Identify departmental needs.
 - Repairs needed – in house or contracted work.
 - Identify Equipment/Tools needed to enhance efficiency and productivity.
- Assist Supervisor with departmental inventory
 - Keep inventory on consumables (Cleaning Supplies, Bathroom/Kitchen Supplies, Filters...)
 - Order consumables as needed or directed.
 - Propose / Order Equipment and Tools according to needs.
- Assist Supervisor with department scheduling
 - Assigns Crew Duties
 - Daily
 - Overtime (Scheduled and Non-Scheduled)
 - Contracted Repair & Maintenance.
- Assist Supervisor with Department Goals, Objectives & Planning
 - Assists supervisor with developing departmental short term and long-term goals.
 - Assists supervisor with implementation of departmental objectives
 - Assists supervisor with departmental planning (Short-Term and Long-Term)
 - What, Where, Why, How, When & Who will carry out assigned daily duties, critical path or planned projects.
 - Plans projects and tasks according to a set schedule or in the event of multiple projects at once, follow the most critical path.
 - Provide computer generated up to date weekly work schedule to be shared electronically with the crew and supervisor.
 - Post schedules on the whiteboard .
 - Keep an ongoing electronic list of projects completed, projects in progress, & pending projects.
- Assists supervisor with inspection duties
 - Inspect COB crew work for accuracy and workmanship.
 - Inspect contractor work for accuracy and workmanship.
 - Track accordingly.
- Assists supervisor with pertinent training for departmental – Processes, Proper / Safe tool and equipment use.
- Assist supervisor with other assigned tasks that are department related or for the overall good of the COB Public Works department.
- Assists supervisor in the new hire process.



ITEM #: 2

CHECK ONE:

DISCUSSION. _____

ACTION. X

CONSENT AGENDA ITEM

Council Date: January 22, 2026 Subject: SCIDEU Interlocal Agreement Amendment – KWW Language added.
Submitted by: Kevin Turner, Chief of Police

Attachments: SCIDEU Amendment #1 (Contract #C20240440) Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

The City approved an interlocal agreement with the Skagit County Interlocal Drug Enforcement Unit task force (SCIDEU) in 2025. This agreement allows us to participate in a multiagency task force in a combined effort to investigate organized crime, drug crime, and other major crimes or critical incidents.

Additionally, in 2025, the State Legislature approved Public Safety House Bill 2015 (HB 2015), which established a grant and sales tax funding mechanism for public safety purposes. The City is currently applying for this funding. As part of the application process, the State requires that participating agencies include specific language in applicable policies and interlocal agreements to ensure compliance with the Keep Washington Working Act (KWW).

To satisfy this requirement for the City's HB 2015 application, it was necessary to amend the SCIDEU Agreement to include language not contained in the original contract. This amendment incorporates the required provisions to ensure compliance and eligibility for HB 2015 funding.

ALTERNATIVES CONSIDERED

None.

BID REQUIREMENTS

Not applicable.

CURRENT AND FUTURE BUDGET IMPACT

This amendment is at 0 net cost to the city. Approval of the amendment will complete the City's application for HB 2015 grant and sales tax funding.

LEGAL REVIEW

The SCIDEU Amendment has been reviewed by City Attorney Leif Johnson.

COUNCIL COMMITTEE RECOMMENDATION

This item was discussed at the Public Safety Committee meeting on January 13th, 2026. The amendment was approved for the consent agenda with the option to remove the agreement from consent at any council members request if warranted.

STAFF RECOMMENDATION

Staff respectfully recommend approval of Amendment #1 to our SCIDEU interlocal agreement.

SUGGESTED COUNCIL MOTION

"I move to approve Skagit County Interlocal Drug Enforcement Unit task force (SCIDEU) Amendment #1."

AMENDMENT #1
Multi-Jurisdictional Drug, Gang, and Firearms Task Force Interlocal Agreement
CONTRACT #C20240440

The City of Mount Vernon, the City of Anacortes, the City of Burlington, the City of Oak Harbor, the City of Sedro Woolley, Skagit County, San Juan County, Washington State Patrol, and the Swinomish Indian Tribal Community (collectively, Participating Entities), agree to amend the Multi-Jurisdictional Drug, Gang, and Firearms Task Force Interlocal Agreement CONTRACT #C20240440 as set forth below.

1. TERMS OF AMENDMENT: The Parties amend their Agreement to include the following language as section:

I. Keep Washington Working Provisions

Washington law generally prohibits Participating Entities and its personnel from enforcing federal immigration law. See RCW 10.93.160. Neither the Participating Entities nor any of its employees may contract in any way to provide civil immigration enforcement assistance. To be clear, the parties interpret this Amendment as consistent with the Washington law, including RCW 10.93.160, in that Participating Entities and its personnel shall not engage in any acts proscribed by Washington law.

A. Enforcement of Federal Immigration Law and Policies Prohibited

1. The federal government, not Participating Entities, has primary jurisdiction over the enforcement of federal immigration law. Participating Entities recognizes that removal from the United States, including investigations and arrests made as part of that process, is a civil matter overseen by federal immigration authorities. Participating Entities recognizes that unauthorized presence in the United States, standing alone, is not a violation of state or local law. The immigration or citizenship status of an individual or an individual's presence in, entry or reentry to, or employment in the United States alone is not subject to enforcement by Participating Entities or its personnel. Participating Entities shall presume any federal immigration authority acting on official duty to be engaged in immigration enforcement.

a. Participating Entities personnel shall not engage or assist in civil immigration enforcement.

b. Participating Entities resources, including any individuals' personal information ascertained by Participating Entities or its officers, shall not be used or shared to assist in civil immigration enforcement.

c. Participating Entities shall review all methods and forms used to communicate with persons engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, or data fields for immigration or citizenship status existing prior to May 21, 2020, and modify them as necessary to be consistent with these policies.

d. All Participating Entities personnel shall complete Participating Entity's mandatory training regarding immigration enforcement policies and procedures and compliance with all other requirements of RCW 10.93.160.

2. Participating Entities personnel shall not initiate or participate in any law enforcement action based solely on an individual's immigration or citizenship status, or place of birth, or in any other way attempt to enforce or assist in the enforcement of federal civil immigration laws or policies.

3. Participating Entities personnel shall not inquire about any person's immigration or citizenship status, or place of birth, unless the information is directly connected to the Participating Entities Agency Officer's investigation into a violation of state or local law.

4. Participating Entities policies prohibiting participation or aid in immigration enforcement shall apply for enforcement activity against all persons, including Participating Entities personnel.

5. Participating Entities personnel shall not conduct investigations, interviews, questioning, take statements, or otherwise engage in similar contact with any individual in the presence, including within hearing distance, of any person engaged, or intending to engage, in immigration enforcement, including a known federal immigration authority, unless the person's presence is directly connected to the Participating Entities investigation into a violation of state or local criminal law and necessary to perform the [Participating Entities Officer's duties.

6. Participating Entities personnel shall not arrest, detain, take into custody, or otherwise hold any person solely to determine their citizenship or immigration status unless the information is directly connected to the Participating Entities Officer's investigation into a violation of state or local law.

7. Civil immigration warrants, hold requests, and immigration detainer requests do not establish probable cause and shall not be the basis for any Participating Entities Officer to arrest, detain, or otherwise hold any person in custody.

8. If Participating Entities personnel receive a court order or judicial warrant authorizing any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, to assume custody of an in-custody individual, [the Law Enforcement Agency Officer] shall immediately contact Participating Entities Sheriff or Chief of Police or authorized designee to determine the appropriate course of action.

a. Before authorizing any arrest, detention, or hold, the Participating Entities Sheriff or Chief of Police or authorized designee shall confirm that the federal criminal arrest warrant is issued and signed by a U.S. District Court Judge or Magistrate Judge authorizing the holding or detention of the individual by:

- i. Obtaining a copy of the warrant;
- ii. Identifying the criminal charge and citation to the federal law violation for which the warrant was issued;
- iii. Identifying which U.S. District Court issued the warrant;
- iv. Verifying that the warrant includes the correct date and location for detention; and

v. Confirming that a U.S. District Court Judge or Magistrate's signature is on the warrant.

b. Participating Entities Sheriff or Chief of Police or authorized designee shall not disclose the location of the Participating Entities Officer or individual to any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, before or during the warrant confirmation process.

9. All requests for assistance by any person engaged, or intending to engage, in immigration enforcement, including federal immigration authority, whether oral or written, shall be directed to Participating Entities Sheriff or Chief of Police or authorized designee to determine an appropriate course of action.

10. Participating Entities personnel shall not assist or participate in any joint operations, task forces, or any other activities that support or constitute immigration enforcement actions with any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, without prior approval, in writing, from Participating Entities Sheriff or Chief of Police or authorized designee.

B. Data Collection Prohibited

1. Participating Entities personnel shall not inquire about or request any documents or information from a person for the purpose of determining the person's immigration or citizenship status, or place of birth, unless the information is directly connected to the Participating Entities Officer's investigation into a violation of state or local law.

2. Participating Entities personnel processing fingerprint card or Automated Biometric Identification System (ABIS) submissions shall enter "Unknown" for these fields addressing immigration or citizenship status unless the information is otherwise known.

3. Participating Entities personnel shall not take enforcement action or otherwise use immigration or citizenship status, or place of birth information, against crime victims or witnesses.

4. Participating Entities personnel shall use the Communications Center "Language Line" or other approved resources for any language services necessary to perform duties for Participating Entities. Participating Entities personnel shall not utilize or accept language services from any person engaged in, or intending to engage, in immigration enforcement, including federal immigration authorities. Participating Entities personnel shall presume that federal immigration authorities are engaged in immigration enforcement.

C. Consular Notification Requirements

1. Within 72 hours of detention, Participating Entities shall inform, verbally and in writing, all persons taken into custody or otherwise detained, regardless of their known or perceived nationality, citizenship, or immigration status, that:

a. The person has the right to refuse to disclose information about their nationality, citizenship, or immigration status; and

b. Disclosure of such information may result in civil or criminal immigration enforcement against them, including removal from the United States.

2. If any Participating Entities personnel becomes aware that a person in custody is a foreign national, the Participating Entities Officer shall immediately contact Participating Entities Sheriff or Chief of Police or authorized designee to determine the appropriate course of action.

a. If the person's country is a signatory to the Vienna Convention on Consular Relations or other bilateral agreement regarding consular notifications, Participating Entities Sheriff or Chief of Police or authorized designee shall provide the person the appropriate consular notification advisement recommended by the U.S. State Department—that the person has the right to request that their foreign consul be notified of their detention and to communication with their foreign consul, or that the LEA is required to notify the person's consular officers, if they are a member of a mandatory notification country.

b. Participating Entities Sheriff or Chief of Police or authorized designee shall notify the person's foreign consul of their detention without delay if the person is a national of one of the 56 mandatory notification countries or if the person requests their foreign consul be notified.

c. Participating Entities Sheriff or Chief of Police or authorized designee shall permit the foreign consul access to the person and forward any communication from the foreign national to the person's consular officers without delay.

D. Responding to Requests for Information

1. Participating Entities personnel shall not share, provide, or disclose personal information about any person to anyone engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, without a court order or judicial warrant requiring the information's disclosure, except that Participating Entities shall provide all records as required under the Public Records Act, chapter 42.56 RCW. Public records requests shall be processed pursuant to Participating Entities procedures by the Participating Entity's Public Records Officer or designee. Any Participating Entities personnel receiving a public records request shall forward the request to the [Law Enforcement Agency Public Records Officer] and notify Participating Entities Sheriff or Chief of Police or authorized designee.

2. Participating Entities personnel shall not provide or disclose information in response to any notification request or other immigration enforcement related request for information regarding a person's release date from custody without a court order or judicial warrant, except that Participating Entities shall provide all records as required by the Public Records Act, chapter 42.56 RCW, in response to any qualifying request.

3. If Participating Entities personnel receive a court order or judicial warrant that mandates the sharing of information regarding a person's immigration or citizenship status, Participating Entities personnel shall

provide the information as required by the court order or judicial warrant. Any Participating Entities personnel who shares or discloses a person's immigration or citizenship status to any person engaged, or intending to engage, in immigration enforcement, including a federal immigration authority, shall immediately notify Participating Entities Sheriff or Chief of Police or authorized designee of the information provided, reason for sharing said information, and identity of the person and agency to whom the information was shared.

a. Participating Entities Sheriff or Chief of Police or authorized designee shall log all instances of Participating Entities personnel sharing any person's immigration or citizenship status with a person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, with the basis for sharing the information. The log shall be a public record and shall be made publicly available except that information may be redacted or withheld as permitted by the Public Records Act.

E. Access to Persons Detained or in Custody

1. Participating Entities personnel shall not permit anyone engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, to access any person held, detained, or in Participating Entities custody without obtaining the person's prior consent in writing, unless a court order or judicial warrant requiring such access is presented.

a. To obtain written consent from a person held, detained, or in custody, prior to being interviewed by anyone engaged, or intending to engage, in immigration enforcement, including a federal immigration authority, the Participating Entities Officer shall provide the person with an oral explanation and a written consent form that explains:

- i. The purpose of the interview;
- ii. That the interview is voluntary;
- iii. That the person may decline to be interviewed and will not be punished or suffer retaliation for doing so; and
- iv. That the person may choose to be interviewed only with the person's attorney present.

b. Participating Entities Officers shall provide the oral explanation and consent form in a language understood by the person or by using an approved language service if the person is unable to read the form or if the form is not available in a language the person understands. Participating Entities shall maintain copies of the consent form in English, Spanish, and any other language that Participating Entities deems appropriate.

c. If a person chooses to be interviewed with their attorney present, Participating Entities Officers shall promptly contact the attorney. Participating Entities Officers shall not proceed with permitting any interview to take place prior to the person's first court appearance and counsel has been retained, appointed, or the

person has chosen to proceed pro se.

F. Equal Treatment for Persons Held, Detained, or in Custody

1. Persons held, detained, or otherwise in the custody of Participating Entities are entitled to, and shall be provided, the same services, benefits, privileges, rights, opportunities, and resources regardless of their nationality, or immigration or citizenship status.

2. Participating Entities personnel shall not deny or otherwise limit any person held, detained, or otherwise in Participating Entities custody such services, benefits, privileges, rights, opportunities, or resources based on any civil immigration warrant, hold request, immigration detainer request, notification request, administrative subpoena or similar request by a person engaged, or intending to engage, in immigration enforcement, including a federal immigration authority, or indication of the person's nationality, immigration or citizenship status.

3. Participating Entities Officers shall not transfer custody of any person held, detained, or otherwise in the custody of Participating Entities to any person engaged, or intending to engage, in immigration enforcement, including a federal immigration authority, without court order or judicial warrant. If presented with such an order by a person engaged, or intending to engage, in immigration enforcement, including by a federal immigration authority, to take custody of a person in Participating Entities custody, Participating Entities Officers shall immediately contact Participating Entities Sheriff or Chief of Police or authorized designee to determine an appropriate course of action.

a. Before authorizing any transfer of custody, the Participating Entities Sheriff or Chief of Police or authorized designee shall confirm that the court order is issued and signed by a U.S. District Court Judge or Magistrate Judge and authorizes the holding or detention of the individual by:

i. Obtaining a copy of the court order;

ii. Confirming that a U.S. District Court Judge or Magistrate signed the court order;

iii. Confirming that the court order identifies the individual for whom the transfer of custody is sought by name; and

iv. Verifying that the court order has a valid date or is not otherwise expired or previously executed.

b. Participating Entities Sheriff or Chief of Police or authorized designee shall not disclose the location of the individual to any person engaged in, or intending to engage in, immigration enforcement, including federal immigration authorities, before or during the process of confirming the court order.

4. Participating Entities shall not deny or otherwise limit any person's social visitation solely on the basis of the person's inability to effectively communicate through video-visitation technology. Participating Entities shall not collect immigration or citizenship status information of persons visiting an individual in Participating Entities custody and shall minimize collection of

visitors' personal information to the extent necessary to perform duties of Participating Entities. Participating Entities personnel shall not disclose or otherwise share visitors' personal information with any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, absent a court order or judicial warrant for the information or approval by Participating Entities Sheriff or Chief of Police or authorized designee.

G. Contracts Involving Immigration Enforcement

1. Participating Entities personnel and school resource officers shall not enter into any contract, agreement, or other arrangement, whether written or oral, that would grant federal immigration enforcement authority or powers to the Participating Entities Officer, including but not limited to agreements created under 8 U.S.C. Sec. 1357(g), also known as 287(g) agreements under the Immigration and Naturalization Act.

2. All Participating Entities agreements to assist or participate in any joint operations, task forces, or other multi-jurisdictional activities shall include legally binding assurances that all other parties to those agreements shall not use or share Participating Entities resources, including any individuals' personal information ascertained by Participating Entities or its personnel, with any third parties or to support or engage in immigration enforcement activities.

3. Participating Entities shall not be a party to any agreement, joint operation, task force, or other multi-jurisdictional activity with any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, without legally binding assurances, in writing and pre-approved by [Law Enforcement Agency Sheriff or Chief of Police], that no Participating Entities resources, including any individuals' personal information ascertained by Participating Entities or its personnel, shall be used to support or assist with civil immigration enforcement in any way.

4. Participating Entities Officers shall not assist or participate in any joint operations, task forces, or other activities that support or constitute immigration enforcement actions with any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, without prior approval, in writing, from Participating Entities Sheriff or Chief of Police or authorized designee.

5. Participating Entities shall not be a party to any immigration detention agreement, IGSA, or other arrangement with any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, providing for detention of any person by Participating Entities Officers or using Participating Entities resources for immigration enforcement purposes.

6. Participating Entities personnel and school resource officers shall not be a party to any agreement or contract for language services, including translation, interpretation, training or classes, from any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, nor shall any language services be accepted by Participating Entities personnel from any person engaged, or intending to engage, in immigration enforcement, including a federal immigration authority, for free or otherwise. Participating Entities personnel shall presume

federal immigration authorities are engaged in immigration enforcement.

7. All Participating Entities agreements permitting access to Participating Entities databases or information shall include legally binding assurances that all other parties to those agreements shall not use or share Participating Entities information or database access with any third parties supporting or engaged in immigration enforcement activities.

H. U & T Visa Certifications

1. Participating Entities Officers shall forward U and T Visa certification requests under the Washington Safety and Access for Immigrant Victims Act, RCW 7.98.020, without delay to Participating Entities Sheriff or Chief of Police or authorized designee.

a. The fact of any request for U or T Visa certification and any personal information submitted with such request shall not be disclosed or shared outside of Participating Entities, Participating Entity's Sheriff or Police Chief or authorized designee, or the County Prosecuting Attorney without a court order or judicial warrant, or approval by Participating Entities Sheriff or Chief of Police or authorized designee unless expressly authorized, in writing, by the subject of the request or the subject's guardian, or as otherwise required by law.

b. Participating Entity's Sheriff or Police Chief or authorized designee shall review any U or T Visa certification request submitted to Participating Entities in full and verify all information submitted in support of the certification request using existing Participating Entities records, personal knowledge, or other available evidence. Participating Entity's Sheriff or Police Chief or authorized designee may confer with Participating Entity's Legal Counsel and/or the County Prosecuting Attorney to determine whether certification by Participating Entities is proper.

c. Participating Entities Officers shall not leverage U or T Visa certifications as a means to compel any victim or witness to cooperate with their investigations.

2. Participating Entity's Sheriff or Police Chief or authorized designee shall process U and T Visa certification requests within 90 days of receipt by Participating Entities, except under circumstances requiring a shorter timeframe.

a. Any U or T Visa certification request for a person in federal removal proceedings shall be immediately processed by Participating Entity's Sheriff or Police Chief or authorized designee such that the certification, if approved, is executed within 14 days of Participating Entities receiving the request.

b. U or T Visa certifications shall be expedited upon request for any person who will, or whose child(ren) will, reach age 21 before the 90-day processing deadline date and thus will otherwise lose their benefits. In any such instance, Participating Entity's Sheriff or Police Chief or authorized designee shall execute the certification, if approved, no later than 14 days before the person or child turns 21 years old.

3. All Participating Entities Officers shall complete required training on U and T Visa certifications and review the full instructions for completing U and T Visa certification forms on the Washington State Department of Commerce, Safety and Access for Immigrant Victims Program website.

2. Other Provisions to this Amendment.

A. Execution of Other Documents. The Parties shall execute and deliver any document which is reasonably necessary to achieve this Amendment's goals and purposes. If requested by the other Party, a Party will correct, or cooperate in correcting, any clerical errors made in any document or agreement they entered into. The Parties will comply with all such requests made within a reasonable time of receiving a written request from a Party or its attorneys. The Parties will assume their own costs that they may be incur in satisfying this provision, including without limitation, actual expenses, costs, or legal fees.

B. Severability. This Amendment's provisions are severable. If any tribunal or court holds, determines, or adjudicates any portion, provision, or part of this Amendment invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be deemed modified, amended, or limited to the extent necessary to render it valid and enforceable, without further action by the Parties. If the court or tribunal cannot make it valid and enforceable, that court or tribunal must sever it from the Amendment's remaining portions, provisions, or parts and that action shall not affect the validity or enforceability of any remaining portions, provisions, or parts.

C. Amendment Subject to Law. This Amendment is subject to all applicable local, state, and federal laws, codes, ordinances, statutes, and regulations.

D. No Third-Party Beneficiary. This Amendment is for the Parties' sole benefit. No third party shall have any rights under this Amendment; there are no third-party beneficiaries to this Amendment.

E. Counterparts and Facsimile Signatures. The Parties may execute this Amendment in any number of counterparts and with facsimile or electronic signatures. All such counterparts shall be construed together and constitute a single form of this Amendment.

F. Agreement Terms. All other terms and conditions of the original contract shall remain in effect.

DATED this _____ day of _____, 2026.

APPROVED:

CITY OF ANACORTES, WASHINGTON

Mayor

Approved as to content:

Chief of Police

Approved as to form:

Attest:

City Attorney

City Clerk

DATED this _____ day of _____, 2026.

APPROVED:

CITY OF BURLINGTON, WASHINGTON

Bill Aslett, Mayor

Approved as to content:

Kevin Turner, Chief of Police

Approved as to form:

Attest:

Leif Johnson, City Attorney

Sandra Kottke, City Clerk

DATED this _____ day of _____, 2026.

APPROVED:

**CITY OF MOUNT VERNON,
WASHINGTON**

Mayor

Approved as to content:

Chief of Police

Approved as to form:

Attest:

City Attorney

City Clerk

DATED this _____ day of _____, 2026.

APPROVED:

CITY OF OAK HARBOR, WASHINGTON

Mayor

Approved as to content:

Chief of Police

Approved as to form:

Attest:

City Attorney

City Clerk

DATED this _____ day of _____, 2026.

COUNTY COUNCIL

SAN JUAN COUNTY, WASHINGTON

District__ Chair

District__

District__

Attest:

Clerk of the Board

Recommended:

County Manager

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Human Resources & Risk Manager

Approved as to budget:

Budget & Finance Director

DATED this _____ day of _____, 2026.

APPROVED:

**CITY OF SEDRO-WOOLLEY,
WASHINGTON**

Mayor

Approved as to content:

Chief of Police

Approved as to form:

Attest:

City Attorney

City Clerk

DATED this _____ day of _____, 2026.

**BOARD OF COUNTY
COMMISSIONERS**

SKAGIT COUNTY, WASHINGTON

Ron Wesen, Chair

Peter Browning, Commissioner

Joe Burns, Commissioner

Attest:

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

DATED this _____ day of _____, 2025.

APPROVED:

**SWINOMISH INDIAN TRIBAL
COMMUNITY**

By _____

Chairman Steve Edwards

DATED this _____ day of _____, 2025.

APPROVED:

WASHINGTON STATE PATROL

JOHN R. BATISTE, CHIEF

ITEMS



ITEM #: 1

CHECK ONE:

DISCUSSION

ACTION X

AGENDA ITEM

Council Date: January 22, 2026 Subject: Adoption of Annual Work Plan for the Community Development Department and Planning Commission
Submitted By: Brad Johnson, Community Development Director

Attachments: Planning Commission Recommendation and Annual Work Plan Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

The Burlington Comprehensive Plan requires that the Planning Commission and Community Development Department develop an annual work plan for City Council approval. In addition to ensuring compliance with applicable Washington State Growth Management Act (GMA) requirements, the annual work plan is used to identify city priorities, maintain consistent policy direction, and ensure the Community Development Department's workload is consistent with available staffing and financial resources.

The Planning Commission and Community Development Department have prepared a work plan for 2026. The Planning Commission recommends this plan be adopted by the City Council.

ALTERNATIVES CONSIDERED

None. The work plan largely consists of items required by law, and items previously identified as priorities by the Planning Commission or City Council or included in the adopted budget or Capital Improvement Plan (CIP).

BID REQUIREMENTS

N/A

CURRENT AND FUTURE BUDGET RAMIFICATIONS

All work plan items related to capital improvements or requiring professional services are identified in the approved budget and/or CIP.

LEGAL ASPECTS – LEGAL REVIEW

N/A

COUNCIL COMMITTEE RECOMMENDATION

Planning Commission: Approval

STAFF RECOMMENDATION

Approval

SUGGESTED COUNCIL MOTION LANGUAGE

“I make a motion to adopt the Planning Commission’s recommendation and annual work plan dated January 7, 2026 and authorize the Mayor to sign the attached resolution”.

RESOLUTION NO. XX-2026

**A RESOLUTION OF THE CITY OF BURLINGTON, WASHINGTON IN THE MATTER OF
ADOPTING AN ANNUAL WORK PROGRAM FOR THE COMMUNITY DEVELOPMENT
DEPARTMENT AND PLANNING COMMISSION**

WHEREAS, Chapter 36.70A RCW, the Washington State Growth Management Act (GMA), requires local governments to adopt comprehensive plans and implementing regulations; and

WHEREAS, the City of Burlington has adopted a GMA compliant comprehensive plan and implementing regulations; and

WHEREAS, the comprehensive plan and implementing regulations were substantially revised in 2023; and

WHEREAS, the City is required by RCW 36.70A.120 to ensure its activities and decisions are consistent with the adopted comprehensive plan; and

WHEREAS, the City is required by RCW 36.70A.130 to adopt policies and procedures for evaluating and amending the comprehensive plan and implementing regulations; and

WHEREAS, the City is required by RCW 36.70A.130 to adopt policies and procedures to ensure that, with limited exceptions, amendments to the comprehensive plan are considered no more frequently than once each year; and

WHEREAS, the Burlington Comprehensive Plan includes policies to ensure compliance with these laws; and

WHEREAS, Burlington Comprehensive Plan Policy (BCPP) 9.3.5.3 requires the development of an annual work plan; and

WHEREAS, on January 7, 2026 the Planning Commission considered, and recommended the adoption of, an annual work plan consistent with GMA requirements and the policies of the Burlington Comprehensive Plan; and

WHEREAS, the City Council has reviewed, and accepts, the findings and recommendation of the Planning Commission dated January 7, 2026 (attachment "A");

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission's Recommendation and Annual Work Plan (attachment "A") shall be used to guide the Community Development Department and Planning Commission's work for the year 2026;

INTRODUCED AND PASSED at a regular meeting of the City Council of the City of Burlington on this 22nd day of January, 2026.

THE CITY OF BURLINGTON

Bill Aslett, Mayor

ATTEST:

Andy Parks, Interim City Administrator

APPROVED AS TO FORM:

Leif Johnson, City Attorney

Published: xx/xx/2026

Attachment "A" Planning Commission Recommendation and 2026 Annual Work Plan



Planning Commission Recommendation

To: Burlington City Council

From: Burlington Planning Commission

Project: 2026 Work Plan

Date: January 7, 2026

Summary:

The City's comprehensive plan requires that the Planning Commission and Community Development Department develop and adopt a work plan identifying planning priorities and important projects on an annual basis. The purpose of the annual work plan is to identify City priorities, maintain consistent policy direction, and ensure the Community Development Department's workload is consistent with available staffing and financial resources. The Planning Commission and Community Development have prepared a work plan for 2026. The Planning Commission recommends this plan be adopted by the City Council.

Findings:

1. Burlington Comprehensive Plan Policy (BCPP) 9.3.5.3 requires that the Planning Commission and Community Development Department produce and adopt an annual work plan. The work plan is then used by the Community Development Department to inform scheduling decisions, staffing levels, and budget requests.
2. Because significant work will be required to complete the City's mandatory Comprehensive Plan update and address recent change to the Washington State Growth Management Act (GMA), the scope of the 2026 work plan should focus available Community Development resources on addressing this task; however, the Comprehensive Plan update is expected to be completed in the first quarter of 2026, after which resources may be available for other priorities.
3. When considered together with the Community Development Department's anticipated permit workload, the proposed 2026 work plan will fully obligate the department's

available staffing and financial resources. Consistent with BCPP 9.3.5.4 the City shall not accept annual review docket proposals until the Comprehensive Plan update is completed.

4. The Washington State Growth Management Act requires that all local government actions be consistent with the adopted comprehensive plan (RCW 36.70A.120), including the adoption of annual budgets, work plans, and capital improvement plans.
5. BCPP 9.3.5.3 establishes an order of priorities to guide the development of annual work plans. The order of priorities includes:
 - a. Public health, safety, or environmental concerns of an immediate nature.
 - b. Efforts to achieve or maintain legal or regulatory compliance.
 - c. Changes necessary to achieve the goals of the Comprehensive Plan.
 - d. All other work, including proposals to amend the Comprehensive Plan.
6. The Planning Commission has reviewed a draft work plan prepared by the Community Development Department (attached) and finds this work plan to be consistent with the order of priorities established by BCPP 9.3.5.3. The Planning Commission further finds that:
 - a. No issues concerning immediate public health, safety, or environmental concerns were identified in the proposed work plan;
 - b. Washington State law requires that the City complete a periodic review and update of its comprehensive plan. Because this work is necessary to maintain legal or regulatory compliance it shall be the City's highest priority consistent with BCPP 9.3.5.3.b.
 - c. The policies of the Burlington Comprehensive Plan specify that level of service (LOS) standards should be adopted for all major capital programs including Fire/EMS (BCPP 6.4.2.1), that impact fees be used to substantially offset the cost of growth-related capital projects (6.4.5.1), and that options be explored for collecting impact fee revenue for EMS impacts in unincorporated Skagit County (BCPP 6.4.5.7). Presently Burlington does not have LOS standards for Fire and EMS services and the City's Fire Impact fees do not address growth related capital impacts. Additionally, Burlington has no process for collecting impact fees in unincorporated Skagit County to offset the impacts of providing EMS services to support growth outside the city's municipal boundaries. Because an impact fee and LOS study is necessary to ensure consistency with the Comprehensive Plan policies listed above, and because it was included in the 2025 Work Plan

and identified as a priority by the City Council, it should be the second highest priority work plan item.

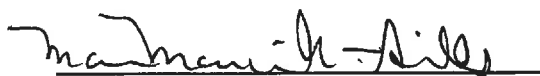
- d. Other work plan items should be completed as time and budget considerations allow.

Recommendation:

Based on the findings presented above the Planning Commission respectfully makes the following recommendations to the City Council:

1. The City Council should adopt the annual work plan prepared by the Community Development Department and the Planning Commission (attachment "1").
2. The highest priority work plan item shall be the completion of the City's required periodic update.
3. The second highest priority work plan item shall be the completion of an impact fee rate study and level of service analysis for Fire/EMS services.
4. All other work plan items should be completed as time, staffing, and budgetary constraints allow.
5. Consistent with BCPP 9.3.5.4 annual review docket proposals shall not be accepted until the completion of the Comprehensive Plan update.
6. The Planning Commission recognizes that the Community Development Department may have other responsibilities of an administrative nature, such as reviewing permit applications, responding to public questions, and preparing annual capital improvement plans.

Dated this 7th day of January 2026



Marianne Manville-Ailles
Chair, City of Burlington Planning Commission

Attachments:

"1" 2024 Work Plan

2026 Work Plan

1. Carried over from 2025 Work Plan.

- a. Comprehensive Plan Update. Under the Washington State Growth Management Act (GMA) the City is required to complete a comprehensive plan update by December 30, 2025. While most of the required work has been completed, it is anticipated that updates to address state agency comments, final document preparation, editing, and adoption hearings before the Planning Commission and City Council will continue into early 2026.
- b. Fire and EMS level of service and impact fee study. This project was included in the 2025 Work Plan as the department’s fourth highest priority. The department has published an “Request for Proposals” (RFP), selected a firm to assist with this project, and is in the process of negotiating a contract. No other work has been completed. This project is anticipated to be completed by the end of 2026.
- c. Cascade subarea plan. This project was listed as the department’s fifth highest priority in the 2025 Work Plan. The project involves creating a subarea plan for the former Cascade Mall property. The current property owner does not appear to have immediate redevelopment plans. That being the case, the Community Development Department recommends a limited scope for this project. The subarea plan would likely include development thresholds triggering compliance with the subarea plan, basic land use and development policies, and a framework for preparing more detailed plans at a later date if a major redevelopment is proposed.

2. Ongoing annual work.

- a. Monitoring. Numerous comprehensive plan policies call for monitoring trends and progress towards goals. Monitoring topics include, but are not limited to transportation, energy consumption, and housing.
- b. Minor code updates. Each year the code is updated to address errors, confusing language, and organization.
- c. Planning support. The Community Development Department provides planning support to other City departments including parks, public works, and administration. Support includes assistance with capital project design and permitting, policy analysis, and research.

- d. Annual Capital Improvement Plan (CIP): The CIP is a six-year plan that includes a list of capital projects and the funding sources used to pay for projects. By law, the CIP must be updated annually in advance of the City's budget process.

3. Requests from Mayor or City Administrator.

- a. Fairhaven streetscape plan. This project would involve public outreach and consideration of various streetscape improvements or changes to street sections. The project could include consideration of landscaping, sidewalks and pedestrian amenities, parking, signage, and public art. This project will be a joint effort with the City's Public Works Department.
- b. Facilities evaluation. The recently completed energy efficiency audit revealed that the City does not have a comprehensive inventory of buildings and facilities and lacks a repair and replacement schedule for buildings and building systems such as HVAC, roofing, lighting, etc. The proposed facilities evaluation would involve retaining an architectural consultant to assess the condition of the city's buildings and facilities and prepare a long-term capital repair and replacement schedule. This project will be a joint effort with the City's Public Works Department.
- c. System development charges. System development charges are fees levied for sewer and stormwater connections associated with new development. System development charges pay for a proportionate share of city-wide infrastructure needs. The City Administrator has requested that the Community Development department evaluate current system development charges to determine if they are up-to-date and accurately reflect the impact of development on sewer and stormwater systems. This project will be a joint effort with the City's Public Works Department.

The language brought forward has been approved by Legal.

COUNCIL COMMITTEE RECOMMENDATION

The Library Board originated this change and recommends council adopt the proposed amendment to the ordinance.

STAFF RECOMMENDATION

Approve the suggested change.

SUGGESTED COUNCIL MOTION LANGUAGE

Discussion item only

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF BURLINGTON AMENDING CHAPTER 2.76
OF TITLE 2 OF THE CITY OF BURLINGTON MUNICIPAL CODE**

WHEREAS, Ordinance #236, Section 3 (1915), established a Board of Trustees for the Burlington Public Library, referencing their appointment, term, and vacancy filing; and

WHEREAS, the current makeup of the Public Library Board of Trustees only consists of adult members over the age of 18; and

WHEREAS, students under the age of 18 are frequent and important users of the library, but do not have direct Board input due to the current age limit; and

WHEREAS, the Public Library Board of Trustees has met and discussed a desire to add additional representation on the Board by local high school students; and

WHEREAS, the Public Library Board of Trustees wish to amend Section 3 to allow for two additional non-voting board positions to be filled by a Burlington-Edison School District student enrolled in grades 9 – 12.

**NOW THEREFORE, THE CITY COUNCIL OF BURLINGTON DO ORDAIN AS
FOLLOWS:**

BMC Section 2.76.030 is hereby amended to read as follows:

2.76.030 Board of trustees – Appointment – Term – Vacancy filling.

The management and control of the library shall be vested in a board of five trustees, who shall be appointed by the mayor of the city with the consent of the city council, from citizens of recognized fitness for such position. ~~No person shall be ineligible as a trustee by reason of sex, and no trustee, as such, shall receive any compensation. Two additional non-voting board positions shall be open to be filled by a Burlington-Edison School District student enrolled in grades 9-12. The mayor and council shall consider the advice of the student's Burlington-Edison school principal in making student member appointments. The first trustees shall determine by lot whose term of office shall expire each year, and a new trustee shall be appointed annually to serve five years. If a Burlington-Edison School District student is appointed to the non-voting position, their term shall be for no more than one year, beginning on any date after June 1 and ending on May 31 each year. All vacancies shall be filled as soon as possible in like manner as the members of the board are chosen, and in an unexpired term for the residue of the term only. No trustee shall receive any compensation. (Ord. 236 § 3, 1915).~~

This Ordinance shall be in full force and effect on five (5) days after its passage, approval and publication as provided by law.

INTRODUCED AND PASSED and approved at a regular meeting of the City Council this ____ day of _____, 2026.

City of Burlington

Bill Aslett, Mayor

ATTEST:

Sandra Kottke, Finance Director

APPROVED AS TO FORM

Leif Johnson, City Attorney

Title 2. Administration and Personnel

Chapter 2.76. PUBLIC LIBRARY

§ 2.76.030. Board of trustees – Appointment – Term – Vacancy filling.

The management and control of the library shall be vested in a board of five trustees, who shall be appointed by the mayor of the city with the consent of the city council, from citizens of recognized fitness for such position. No person shall be ineligible as a trustee by reason of sex, and no trustee, as such, shall receive any compensation. The first trustees shall determine by lot whose term of office shall expire each year, and a new trustee shall be appointed annually to serve five years. All vacancies shall be filled as soon as possible in like manner as the members of the board are chosen, and in an unexpired term for the residue of the term only.

(Ord. 236 § 3, 1915)



ITEM #: 3

CHECK ONE:

DISCUSSION. _____

ACTION. X

AGENDA ITEM

Council Date: January 22, 2026

Subject: Interlocal Agreement with Skagit County for Continued Source Control Inspection Program

Submitted By: Tyler Stamey, Public Works Director

Attachments: Proposed Interlocal Agreement

Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

The NPDES Municipal Stormwater Permit requires the City of Burlington to have a stormwater pollution prevention source control program focused on business inspections. This program was expanded in 2022 under a nearly identical agreement with Skagit County. The attached agreement allows for this work to continue for the next 2 years. It allows the City of Burlington to pool our money with Skagit County, Sedro-Woolley, and Mount Vernon to continue the multi-jurisdictional program and share the cost of the business inspection program. This agreement allows Skagit County to continue to conduct these inspections for the City of Burlington. These business inspections help businesses understand how to implement Best Management Practices for their business and thereby reduce pollution from stormwater runoff.

ALTERNATIVES CONSIDERED

The only other alternative would be for the City to hire new staff and create a new business inspection program from scratch. This alternative was quickly discounted as much more costly and undesirable as the City would be wasting stormwater funds.

BID REQUIREMENTS

None

CURRENT AND FUTURE BUDGET RAMIFICATIONS

This contract in the amount of \$50,000.00 will not require a budget amendment. Stormwater fund 425 is able to absorb this expenditure.

LEGAL ASPECTS – LEGAL REVIEW

None

STAFF RECOMMENDATION

Staff recommends approval.

SUGGESTED COUNCIL MOTION LANGUAGE

“I move to authorize Mayor to sign the interlocal agreement with Skagit County.”

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 ("City") and Skagit County, a political subdivision of the State of Washington ("County") pursuant to the authority granted including but not limited to Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The City and the County may be individually referred to herein as a "party" and may be collectively referred to herein as the "parties."

1. **PURPOSE:** For the County to provide reimbursable services on behalf of the City regarding the development and implementation of a stormwater source control program intended to satisfy the requirements of the City's National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit ("Permit"), as provided herein. In accordance with the terms of this Agreement, the County shall perform specific source control program activities related to stormwater management ("services"), as specified in Exhibit A (attached hereto and incorporated by reference).

2. **RESPONSIBILITIES:** The City recognizes and agrees that the City is and shall continue to be solely and separately liable and responsible for compliance with all terms and conditions of the City's Permit, regardless of the specific Permit services to be performed by the County (as described herein). The City shall be responsible for determining and for verifying with the Washington State Department of Ecology (Ecology) that services performed by the County for the City pursuant to this Agreement will meet and satisfy the City's Permit requirements and shall provide documentation of such approval by Ecology to the County upon request. The County shall reasonably perform the reimbursable services on behalf of the City, subject to the terms of this Agreement. Upon completion, the City shall fully reimburse the County for the services performed by the County, in accordance with the terms of this Agreement (including Section 4, below), and as further described in Exhibit A (Scope of Work). Neither party is obligated to pay, provide, or expend any funds and/or provide and/or perform or provide any other services, work, duties, or responsibilities for the other party, except as otherwise specified pursuant to the terms of this Agreement.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from January 1, 2026, through December 31, 2027, unless sooner terminated pursuant to the terms herein.

4. **MANNER OF FINANCING:** Upon completion, the City shall reimburse the County for services performed on a quarterly basis, upon receipt of invoice(s) from the County, in a total amount not to exceed fifty thousand dollars (\$50,000) annually in accordance with Exhibit B (Compensation), attached hereto and incorporated by reference. In the event that the County's actual cost of providing the services exceeds said amount by more than ten percent (10%), the parties shall cooperate in good faith to provide reasonable additional compensation to the County by a duly executed subsequent written amendment to this Agreement.

If mutual agreement by and between the parties cannot be reached concerning such potential additional compensation, the County may terminate this Agreement pursuant to Section 8 (below). Upon request by the City, the County shall provide reasonably adequate supporting documentation for all such invoice(s) submitted by the County of expenditure for all funds provided to the County by the City pursuant to the terms of this Agreement.

5. 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.

5.1 The City's representative shall be the Director of Public Works, and/or his/her designee.

5.2 The County's representative shall be the Stormwater Permit Program Coordinator, Skagit County Department of Public Works, and/or his/her designee.

6. 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.

7. INDEMNIFICATION: Except as provided herein to the contrary (see Exhibit A), 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 party by reason of entering into this contract except as expressly provided herein.

7.1 It is further specifically and expressly understood that, solely to the extent required to enforce the indemnification terms provided herein, each party waives its immunity under RCW Title 51; provided, however, the foregoing waiver shall not in any way preclude either party from raising such immunity as a defense against any claim brought against such party by any of its employees against such party. This waiver has been mutually negotiated by the parties.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) 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.

9. CHANGES, MODIFICATIONS, AMENDMENTS, AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement 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.

10. 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.

11. 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.

12. USE OF DOCUMENTS AND MATERIALS PRODUCED: Unless privileged or otherwise exempt from disclosure, the parties shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by either party (and/or either party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement, and shall be provided by each party to the other party upon request. 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).

13. 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, members of the general public, and/or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of either party.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

DATED this _____ day of _____, 2026.

CITY OF BURLINGTON

Date: _____

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

Bill Aslett, Mayor

833 South Spruce Street
Burlington, WA 98221
Telephone Number: (360) 755-0531

Ron Wesen, Chair

Peter Browning, Commissioner

Attest:

Joe Burns, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

EXHIBIT A
SCOPE OF
WORK

The tasks outlined below describe the services to be performed by the County for the City pursuant to this Agreement.

With the full cooperation of the City, the County shall be responsible for the management of a mutually beneficial NPDES II source control program, including the provision of Permit services (using County staff, County contractor[s], and/or County consultant[s] directed and managed by the County), subject to the terms of this Agreement.

The City recognizes and agrees that the services provided by the County for the City herein (regarding the City's Permit terms and conditions, as required and directed by Ecology) represent and provide an anticipated significant savings in time, costs, expenses, and other resources for the City, and that but for this Agreement the County would not provide such services for the City (and that the City is and would otherwise be solely and separately liable and responsible for full compliance with the terms and conditions of the City's Permit as required by Ecology). Furthermore, the parties recognize and agree that the County has finite and limited resources to provide the services for the City, and that the County provides no guarantees, representations, or warranties (express or implied) concerning the services provided by the County per the terms of this Agreement. The parties also recognize and agree that the County is not liable or responsible for any claims, fines, penalties, and/or other costs or expenses incurred by the City arising from or related to the services to be provided by the County for the City in accordance with this Agreement unless such claims, fines, penalties, or costs result from the County's sole negligence. The City recognizes and agrees that the County is not obligated or otherwise responsible for undertaking any specific Permit enforcement action(s) on behalf of the City as part of the services to be performed by the County as described herein, and the County shall not be responsible or liable for any alleged failure to identify (or timely identify) and communicate any potential Permit enforcement matters, for any Permit enforcement outcomes by the City, and/or for other costs and expenses incurred by the City arising from or related to the services to be provided by the County unless such costs and expenses result from the County's sole negligence, including, but not limited to as follows:

Task 1.0-Source Control Program for Existing Development

This Agreement is intended to establish a regional NPDES II source control program for the County and all Cities and/or Towns located in Skagit County participating in accordance with the terms of this Agreement ("program"). The program, as provided per the terms of this Agreement, will be managed by the County (via the Skagit County Public Works Department) and will be the primary mechanism for the City to inspect the City's self-generated inventory of publicly and privately owned institutional, commercial, and industrial sites, which have the potential to generate pollutants to the Municipal Separate Storm Sewer System (MS4). The County will conduct the inspections at a rate

of twenty percent (20%) of the City's total inventory annually. Per the Permit, permittees (including the City) are not required to inspect one hundred percent (100%) of their inventory over a 5-year period, but permittees are required to conduct inspections at a rate equal to one hundred percent (100%) of their inventory over a 5-year period of site visits equal to twenty percent (20%). The services involving source control inspection will include prescribing Best Management Practices (BMPs), as mandated by the Permit. The BMPs and the sources they address are provided in Ecology's most current version of the Stormwater Management Manual for Western Washington (SWMMWW). The City is and will continue to be solely and separately responsible and liable for updating its own site inventories and for separately and independently responding to and adequately addressing all referrals or demands for Permit enforcement, as received from the County and/or Ecology. Additionally, if the County cannot complete the required inspections due to staffing challenges, the City will complete inspections in the interim.

Task 1.1 Outreach

The County, with City assistance, shall contribute to the creation of educational materials and methods that will be made available to publicly and privately owned institutional, commercial, and industrial sites, which have the potential to generate pollutants to the MS4 identified in the City's inventory, and to meet the conditions of the Permit. The essential goals include improving public knowledge of local stormwater issues, receiving public input, and working to build support for the source control program from business owners and the public.

Required Tasks and Deliverables:

The County, with City assistance, shall provide education and outreach materials for sites in the City's inventory to support the work of the source control inspection program.

Task 1.2 - Site Inventory

The City is responsible for at least one (1) annual update to its inventory of all publicly and privately owned institutional, commercial, and industrial sites, which have the potential to generate pollutants to the MS4. The County may assist in this effort when staff becomes aware of any changes in the inventory, including inactive sites or newly discovered, qualifying sites, that are not part of the inventory.

Required Tasks and Deliverables:

The City will provide annual updates of its site inventory to the County no later than January 1 each year.

Task 1.4-Annual Inspection Rate

The Permit requires an annual inspection rate equal to twenty percent (20%) of the total inventory number annually. Each individual site visit, including multiple visits to one (1) site or a site visit in response to a credible complaint, count towards that twenty percent (20%) rate.

Required Tasks and Deliverables:

The County will document and make available, the total number of inspections conducted in the current calendar year no later than March 1 each year. The City shall respond to its Annual Report questions due March 31 each year.

Task 1.5 - Inspection of All Credible Complaints

The County will reasonably consult with the City regarding any credible Permit-related complaint received by the County to allow the City to determine the best course of action to take concerning such complaints, including, but not limited to potential Permit enforcement actions by the City.

Required Tasks and Deliverables:

The County will notify the City regarding all credible Permit-related complaints received by the County located in the City's jurisdiction.

Task 1.6 - Progressive Enforcement Action

If the County determines a site in the City's jurisdiction is in danger of being out of compliance with source control program Permit requirements, as mandated by the State (via Ecology), the County will reasonably inform the City about the site so that the City may determine and undertake potential appropriate actions, as may be required by the Permit.

Required Tasks and Deliverables:

Upon determination of potential Permit compliance, the County will reasonably document sites potentially in need of Permit enforcement action by the City and refer such information to the City, which is and shall continue to be separately liable and responsible for the City's own enforcement of Permit violations per the source control program.

Task 1.7 - Maintenance of Records

The County will reasonably maintain a database on each site visit conducted by the County that will include general site information, date and time of inspection, contact information, any issues identified, appropriate BMPs prescribed, communications, and any other information deemed necessary by County staff.

Required Tasks & Deliverables:

The County will consult with the City concerning the acquisition of appropriate software to be used for the program designed for source control inspections and the City shall have reasonable access to such software via a license to use the software (to be obtained and paid for at the City's expense).

Task 1.8 - Ecology Referrals

The City will be solely and separately responsible for any referrals to Ecology regarding sites in the City's jurisdiction.

Required Tasks and Deliverables:

The County will refer sites with compliance issues to the City for enforcement actions. Ecology referrals will be the responsibility of the City.

Task 1.9 - Training

The County will ensure County source control project staff receives appropriate ongoing training relevant to source control services to be provided by the County. This will include trainings offered by Ecology and the Washington Stormwater Center. All such trainings will be documented.

Required Tasks and Deliverables:

The County will provide documentation of any relevant trainings completed by County staff no later than March 1 each year.

Task 2.0: Administration and Oversight

The County shall perform administrative duties and program oversight related to tasks listed below. Such activities will include:

- Reasonably maintaining clear records and files for program activities conducted by the County pursuant to this Agreement.
- Preparing progress reports, invoices, and other documentation as required pursuant to this Agreement.
- Provide a training and travel plan for **2026-2027**.

Required Tasks and Deliverables:

The County shall: Prepare and provide invoices showing charges by task for project services performed by the County, including County staff name(s) and hours charged. A brief description of service activities performed by the County for each task shall accompany each invoice.

Estimated Annual Budget for all Program Tasks: \$185,000, of which no more than \$50,000 is the City's responsibility.

EXHIBIT B
COMPENSATION

As also provided per Section 4. (above), the total compensation to be provided by the City pursuant to this Agreement for services performed by the County shall not to exceed fifty thousand dollars (\$50,000).

The County shall be paid by the City for completed services rendered under this Agreement as provided herein. Such payments shall be in full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

Payment Schedule: The County shall invoice the City quarterly.

The County shall provide such supporting documentation for each invoice as the City may reasonably require. The City shall promptly pay each invoice submitted by the County in the ordinary course of business.

Cost Breakdown for the Regional Source Control Program		
Item	Hourly Rate	Description
Total compensation package for full-time Source Control Specialist	\$61.16	Hourly rate billed for time spent on activities related to a specific jurisdiction or the regional program.
Total Compensation for Natural Resources Technician	\$63.34	Hourly rate billed only for time spent on the regional program. Anticipating this work will be fifteen percent (15%) or less of overall duties.
Total Compensation for Pollution Identification & Correction Coordinator	\$85.40	Hourly rate billed only for time spent on the regional program. Anticipating this work will be two percent (2%) or less of overall duties.
Total compensation for Stormwater Coordinator	\$80.60	Hourly rate billed only for time spent on the regional program. Anticipating this work will be five percent (5%) or less of overall duties.
Item	Cost	Description
Asset management software.	\$10,000	Annual cost.
Administration fee	16.74% of invoice total	Will cover the vehicle rate of two hundred ninety-one dollars (\$291) per month and other overhead costs.
Billing: Each jurisdiction will pay a percentage of the total program cost. The percentage of the total cost will be determined by the jurisdiction's percentage of sites in the total inventory count.		
Current inventory as of 12/1/25		Burlington: 297 (30.4%)
		Mount Vernon: 260 (26.6%)

		Sedro-Woolley: 244 (25%)
		Skagit County: 176 (18%)
Total inventory count as of 12/1/25.		977 (100%)



ITEM #: 4

CHECK ONE:

DISCUSSION. _____

ACTION. X

AGENDA ITEM

Council Date: January 22, 2026

Subject: Renewal of Fire Mobilization agreement with the State of Washington

Submitted By: Rob Toth , Fire Chief

Attachments: Agreement K22131

Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

The State of Washington State Patrol is the Authority Having Jurisdiction (AHJ) for all state mobilizations pursuant to RCW 43.43.960 through 964. When an organization needs assistance from the State Patrol, the state adopted mobilization plan is put into action. The plan allows for agencies that are under the interagency agreement the opportunity to respond through regional coordination of the emergency. Organizations that are a part of the interagency agreement are not required to respond to requests but can respond if available. Currently, the Burlington Fire Department's interagency plan has expired, and the fire department wishes to renew the plan to be eligible to respond where an organization has requested state assistance to combat an emergency. This is a request to renew the contract with the State of Washington for the 3-year period as identified in the contract.

ALTERNATIVES CONSIDERED

The alternative is not to move forward with the renewal of the interagency agreement with the State of Washington, State Patrol and remain as an unavailable resource when a statewide emergency is underway.

BID REQUIREMENTS

There are no bid requirements for this proposal

CURRENT AND FUTURE BUDGET RAMIFICATIONS

The fire department currently has the proper fire apparatus and equipment to take part in the contract, however where replacement tools or equipment is needed, those items are requested through the annual budget process under small tools and equipment. In addition, with the interagency agreement, the fire department is eligible for reimbursement. The reimbursement for apparatus is determined by the Washington State All Hazard Mobilization Plan. An example of a typical reimbursement for Engine 1811 spending 12 hours under States Direction would be compensated at \$155.00 per hour or \$1862.00 for the 12-hour work period. Career personnel are compensated at their Collective Bargaining Agreement rate.

There is no guarantee that our services will be needed during a calendar year and I would not recommend at this time to forecast potential revenue from this interagency agreement.

LEGAL ASPECTS – LEGAL REVIEW

Our Legal Department completed a review of the interagency agreement for all organizations desiring to participate in State Mobilizations and to be reimbursed for our personnel and equipment used. Our Legal Department had no modifications or recommendations for this agreement. No further action is required by our legal department.

STAFF RECOMMENDATION

Staff recommends that City Council allows Mayor Aslett to sign interagency agreement with the Washington State Patrol to participate in all hazard mobilizations and for reimbursement of apparatus and personnel when contracted to respond.

SUGGESTED COUNCIL MOTION LANGUAGE

"I move to approve and allow the Mayor to sign the interagency agreement with the State of Washington, State Patrol allowing for participation during a state mobilization."

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

Signature

Date

Signature

Date

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



ITEM #: 5

CHECK ONE:

DISCUSSION. X

ACTION. X

AGENDA ITEM

Council Date: January 22, 2026 Subject: Water Rescue Services with Skagit County Sheriff's Office

Submitted By: Rob Toth , Fire Chief

Attachments: ILA for water rescue services - SCSO Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

The City of Burlington Fire Department and the Skagit County Sheriff's Office both provide essential emergency response services, including water rescue, within their respective jurisdictions in Skagit County. Jurisdictional boundaries overlap on bodies of water such as the Skagit River bordering the city's east and south boundaries, where delays in response or equipment deployment can negatively impact service levels during water-related emergencies. To enhance coordination and ensure efficient response, the Fire Department and the Skagit County Sheriff's Office have developed a reciprocal Interlocal Agreement (ILA under RCW 39.34) for water rescue services.

This agreement establishes a framework for mutual support, including joint training, vessel transportation and deployment by qualified personnel, and unified command under the National Incident Management System (NIMS). The Skagit County Sheriff's Office provides approved drivers training for select Burlington Fire Department personnel and maintains their vessels, while the City ensures qualified drivers, insurance, and operational assistance. Responsibilities are detailed in Appendix A, outlining shore-based operations by the City and watercraft-based response by the Sheriff's Office. The agreement promotes regional cooperation without financial exchange, similar to existing mutual aid arrangements.

ALTERNATIVES CONSIDERED

As an alternative, the City of Burlington could decline to enter into the agreement. Without it, the Burlington Fire Department would lack a formal mechanism for coordinated water rescue operations with the Skagit County Sheriff's Office, potentially leading to delays in vessel deployment, reduced response efficiency, and increased risks to public safety in overlapping jurisdictional areas.

BID REQUIREMENTS

No Bid Requirements

CURRENT AND FUTURE BUDGET RAMIFICATIONS

There are no direct costs or revenues associated with this reciprocal agreement, as no payments are required between the parties. When participating in joint operations, the City would be responsible for insurance on qualified drivers and any incidental operating expenses (e.g., fuel for vessel transport), which can be covered within existing Fire Department operational budgets. The agreement includes mutual indemnification and insurance provisions to manage liability. This arrangement supports efficient resource sharing without budget impacts, and any minimal expenses would be absorbed in routine operations..

LEGAL ASPECTS – LEGAL REVIEW

The legal department has reviewed the agreement and has no concerns.

STAFF RECOMMENDATION

The interlocal agreement between the City of Burlington Fire Department and the Skagit County Sheriff's Office provides a framework for coordinated water rescue services, ensuring enhanced response capabilities during emergencies on shared waterways and promoting regional cooperation. The terms protect the City's interests, including jurisdictional authority, liability allocation, joint training requirements, and no financial obligation. Staff recommends that Council authorize the Mayor to sign the agreement.

SUGGESTED COUNCIL MOTION LANGUAGE

"I motion to authorize the Mayor to sign the interlocal agreement with the Skagit County Sheriff's Office for water rescue services."

INTERLOCAL AGREEMENT FOR WATER RESCUE SERVICES

Between the City of Burlington and the Skagit County Sheriff

THIS AGREEMENT is entered into and effective the _____ day of _____, 2026, by and between the City of Burlington (Fire Department), Washington, a municipality corporation, and the Skagit County Sheriff's Office, Skagit County, Washington, collectively referred to as "the Party/Parties" for the purpose of this agreement.

RECITALS

- A. Each Party operates an emergency response team within Skagit County for the purposes of water rescue within their jurisdictional areas.
- B. From time-to-time jurisdictional boundaries cross one another where both Parties respond to provide life supporting measures for those individuals involved in an incident beyond one's control.
- C. Negative impacts on the level of service can apply where there is a delay in response and the response of proper equipment to mitigate an incident within those areas where Jurisdictional boundaries come into contact with the Parties of this agreement.
- D. Both Parties are Code organizations within the State of Washington. Skagit County Sheriff's Department has jurisdictional authority over water emergencies per Chapter 36.28 RCW and the City of Burlington, a municipality is given fullest statutory and constitutional powers under Chapter 35A.38 RCW, specifically. Both Parties under Chapter 39.34 RCW have the authority to enter into agreements with one another for joint or cooperative action; and
- E. Where the Parties desire to enter into an agreement and where providing resources to an emergency incident within a jurisdictional boundary that both Parties cover per Washington State Law.

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

- 1. The recital set forth above is incorporated as if set forth herein by this reference.
- 2. **PURPOSE:** It is the purpose of this agreement to mutually enhance the capabilities and coordination of the Parties' emergency response to water-related emergencies on or near the Skagit River that boarder the city boundaries on the east and south borders.

3. DEFINITIONS:

Drivers Training – Approved drivers training that is provided to the Burlington Fire Department (BFD) employees by the sheriff's Department and where BFD employees must complete and maintain their Washington State Emergency Vehicle Incident Prevention.

Good Driving Record – Shall mean a driving record which contains no convictions for offenses within the past (7) years for:

- (a) any driving offense which constitutes a felony,
- (b) operating or having physical control of a motor vehicle or watercraft under not under the influence of drugs or alcohol, or impairment as a result of drugs or alcohol,
- (c) reckless driving or negligent driving,
- (d) driving on a revoked or suspended license.

Training General – Shall mean that the Parties of this agreement shall conduct joint water rescue emergency training at least twice annually with the goal of quarterly.

Unified Command – Is a structure that allows multiple agencies to work together to manage an incident, with National Incident Management System ("NIMS") being the standard Incident Management System to be used.

Water Rescue Emergencies – Any incident in which one or more individuals require removal from a body of water, excluding swimming pools.

Water Vessel – A floating craft that can be used to transport rescuers or victims on the water.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Skagit County Sheriff's Office (SCSO) responsibilities

SCSO shall:

- a. provide approved driving courses for selected Burlington Fire Department personnel.
- b. maintain vessels to be transported in proper working order.
- c. maintain required insurance on vessels being transported by BFD.
- d. maintain jurisdictional authority over all law enforcement matters related to water rescue incidents.
- e. conduct at least two semi annual joint training sessions with BFD on SCSO-specific water rescue tactics.
- f. See Appendix A for job specific duties.

4.2 City of Burlington Fire Department (BFD) Responsibilities

BFD shall:

- a) participate in SCSO's approved drivers training and those selected drivers shall successfully complete the course to satisfaction; transport and deploy the water vessel to designated 911 calls for service at one of the three boat launches: Sedro Woolley, Burlington (Gardner Road), Mount Vernon (Edgewater).
- b) ensure that BFD drivers maintain a valid driver's license and a good driving record.
- c) ensure that the City of Burlington maintains appropriate insurance on BFD qualified drivers.
- d) train and maintain qualified personnel to assist SCSO in the operations from a vessel during a water rescue emergency.
- e) if no qualified BFD operator or driver is available to transport and set up the water vessel at the designated location, then SCSO will handle transport and deployment operations.
- f) See Appendix A for specific duties.

5. **INCIDENT COMMAND STRUCTURE:** Unified Command: Water rescue incidents shall be managed under a Unified Command structure in compliance with NIMS principles.

Jurisdictional Authority:

- a. SCSO retains primary jurisdiction over law enforcement-related functions;
 - b. BFD retains primary jurisdiction over fire and EMS related functions;
 - c. Incident Command will be assumed and set up by the first arriving party;
 - d. Parties shall oversee their own employees under their command while operating under a unified structure.
6. **ADMINISTRATION:** No new or separate legal or administrative entity is created to administer the provisions of this agreement. This agreement shall be administered by the Fire Chief and Sheriff for Skagit County.
7. **TERMS OF AGREEMENT –TERMINATION:** This agreement shall be in full force and effect from the date of execution through _____ and shall automatically renewed annually for a maximum of 2 renewal periods, unless otherwise terminated as provided herein. Either party may terminate this agreement at any time by providing thirty (30) days advance written notice to the other Party, in which case all property owned by the Skagit County Sheriff's Department shall be returned.
8. **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 One Million Dollars (\$1,000,000.00) 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.

Insurance policies required to be maintained under this Agreement shall (a) name the other Party, its commissioners, and employees as additional named insureds; (b) shall be written as a primary policy and non-contributory insurance with respect to the Parties, its officers, officials, employees, agents, and insurers; (c) not contain a "cross liability" or similar exclusion that would bar coverage for claims between or among insureds; (d) contain a severability of interest provision in favor of the other Parties; and (e) contains an express waiver of any right of subrogation by the insurance company against the other Parties and its commissioners, employees, and agents.

- 9. INDEMNIFICATION:** To the extent permitted by law, each Party (the "indemnitor") shall indemnify, defend, and hold the other Party and its officials, agents, and employees (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. THE INDEMNIFICATION OBLIGATION UNDER THIS PURCHASE ORDER SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR

BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

- 10. Contacts for this agreement:** The Fire Chief for the City of Burlington and The Sheriff for the Skagit County Sheriff's Office shall be the respective contacts for any issues relating to this agreement. The Fire Chief and Sheriff's may delegate for operational consideration of this contract.
- 11. 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.
- 12. 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.

- 13. 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.
- 14. No Third-party Beneficiaries:** This agreement shall not be construed to benefit any third-party or otherwise limit the application or protection of the "Public Duty Doctrine" to the City of Burlington of Skagit County Sheriff's Office.
- 15. Amendment:** No modification, termination or amendment of this agreement may be made except by written agreement signed by all parties, except as provided herein. This agreement merges and supersedes all prior negotiations, representations and oral or written agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between parties.
- 16. Hold Harmless:** Each party agrees to defend, indemnify and hold harmless the other party, from all claims, loss of damage, including costs and reasonable attorney fees, resulting from indemnifying party's sole negligence and from actions or omissions that are solely attributable to any employee, official, or agent of such party, including but not limited to the loss of damage of any nature arising from provision of law enforcement, fire or other emergency medical service. No party to this agreement shall be deemed an agent of any other party to this agreement.
- 17. No Wavier:** 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.
- 18. 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.
- 19. 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 Department

Attn: Fire Chief

350 Sharon Avenue

Burlington, WA 98233

Skagit County Sheriff's Department

ATTN: Sheriff

600 South 3rd Street

Mount Vernon, WA 98273;

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.

- 20. 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.

(Continued on next page)

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.

BURLINGTON FIRE DEPARTMENT

SKAGIT COUNTY SHERIFF DEPARTMENT

Robert Toth, Fire Chief

Don McDermott, Sheriff

CITY OF BURLINGTON

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

Bill Aslett, Mayor

Ron Wesen, Chair

ATTEST

Sandra Kottke, Finance Director

Peter Browning, Commissioner

APPROVED AS TO FORM

Leif Johnson, City Attorney

Joe Burns, Commissioner

Appendix A

Duties or Parties

The Burlington Fire Department Per National Fire Protection Association (NFPA) 1006 meets the qualifications and Standard for Operational Level Response. The Burlington Fire Department is Primarily a shore-based operations using the reach, throw and go to retrieve Individuals from water related emergencies. However, The Burlington Fire Department has qualified members that can enter the waterways by means of paddle boards, walking or swimming as defined within department policy. The Burlington Fire Department has full Statutory authority to provide Emergency Medical Services and to provide an approved Incident management system for ALL incidents that the Burlington Fire Department is responding to within our jurisdictional boundaries.

The Skagit County Sheriff's Department (SCSO) per RCW Chapter 38 has full jurisdictional authority for water rescue emergencies on or near bodies of water. SCSO further has jurisdictional authority for search and rescue operations, body recovery and investigation of incidents where SCSO have statutory authority. SCSO provides response to water rescue emergencies with the use watercraft or vessels including operators, drone operations.



ITEM #: 6

CHECK ONE:

DISCUSSION. X

ACTION. X

AGENDA ITEM

Council Date: January 22, 2026 Subject: Reciprocal Lending Agreement with Fire Dist 6

Submitted By: Rob Toth , Fire Chief

Attachments: ILA for Reciprocal Lending with Fire District #6 Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

The City of Burlington and Skagit County Fire District #6 both provide essential fire and emergency services to their respective communities and routinely rely on neighboring jurisdictions for interagency support during emergencies. To strengthen this regional partnership and ensure continuity of service, the City and Fire District #6 have developed a reciprocal Interlocal Agreement (ILA under RCW 39.34) that allows for the temporary lending of available backup fire apparatus when primary or reserve units are out of service due to maintenance or repair.

This agreement establishes a framework for mutual aid through equipment sharing, allowing either agency, at its discretion, to loan backup fire apparatus to the other when operational needs arise. The City currently maintains a similar agreement with the Cities of Mount Vernon and Anacortes, which has been successfully utilized in both directions. That agreement has demonstrated clear operational and public safety benefits by maintaining response capability without additional cost.

The agreement defines key terms, such as "Backup Fire Apparatus" (including equipment listed in Exhibit A), and outlines responsibilities including request procedures, delivery, risk of loss, "as is" acceptance with joint inspections, operation by qualified personnel only, and no payment due to the reciprocal nature. The lending party may recall the apparatus at any time, and the requesting party bears all operating costs, maintenance, and liability during possession. The agreement enhances coordination and resource sharing to maintain public safety without financial exchange.

ALTERNATIVES CONSIDERED

As an alternative, the City of Burlington could decline to enter into the agreement. Without it, the Burlington Fire Department would lack a formal mechanism to lend or borrow backup fire apparatus to/from Skagit County Fire District #6 in times of need, potentially leading to reduced emergency response capabilities and increased risks to public safety.

BID REQUIREMENTS

No Bid Requirements

CURRENT AND FUTURE BUDGET RAMIFICATIONS

There are no direct costs or revenues associated with this reciprocal agreement, as no payments are required between the parties. When acting as the requesting municipality, the City would be responsible for all operating expenses (e.g., fuel, lubrication, washing, minor maintenance, and repairs) and any liability during possession, which can be covered within existing Fire Department operational budgets. When lending, the City incurs no additional costs. This arrangement supports efficient resource use without budget impacts, and any incidental expenses would be minimal and absorbed in routine operations.

LEGAL ASPECTS – LEGAL REVIEW

The legal department has reviewed the agreement and has no concerns.

STAFF RECOMMENDATION

The reciprocal lending agreement between the City of Burlington and Skagit County Fire District #6 provides a framework for sharing backup fire apparatus, ensuring continued emergency service levels during maintenance periods and promoting regional cooperation. The terms protect the City's interests, including discretionary lending, liability allocation, and no financial obligation. Staff recommends that Council authorize the Mayor to sign the agreement.

SUGGESTED COUNCIL MOTION LANGUAGE

"I motion to authorize the Mayor to sign the reciprocal lending agreement with Skagit County Fire District #6 for the lending of fire equipment."

RECIPROCAL LENDING AGREEMENT OF FIRE EQUIPMENT

The City of Burlington Skagit County Fire District #6

This Agreement ("Agreement") is entered into and effective the ____ day of _____ 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.

Commented [RT1]: Primary or Backup

Commented [CS2R1]: To answer this, I think we need to revisit B. I suggest "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 the same or similar Apparatuses available to meet immediate or short-term needs;"
"C. Negative impacts to the 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"

Would that work for you?

Commented [CS3R1]: Changed C to the above.

Commented [CS4]: This amended sentence looks fine to me.

"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**.

Commented [RT5]: Necessary?

"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.

Commented [CS6R5]: I believe listing out the equipment available for backup is prudent. It removes the ambiguity as to what we are willing to make available.

"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 Fair 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

Commented [CS7]: Please notify Chris when this is needed.

Commented [CS8]: How are they to be notified? (In writing, mailed via Certified mail?, etc.) Do you want to specify "within ___ days"? I noticed #16 covers notices. Possibly add, "in accordance with section #16. Notices."

Commented [CS9R8]: Changed to the above.

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.

Commented [CS10]: I changed this since Skagit County Fire District #6 is not a municipality.

(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.

Commented [CS11]: Changed to "All" since the Agreement has three parties, notwithstanding the fact that only two at a time will enter into an 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: _____ Bill Aslett Print Name: _____ Its Mayor DATE: _____	Skagit County Fire District #6: By: _____ Eddie Tjeerdsma Print Name: _____ Its Fire Chief DATE: _____
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) () - (facsimile)

EXHIBIT A

City of Burlington Apparatus:

- Command Vehicle
- Engine
- Aid Unit

Skagit County Fire District #6 Apparatus:

- Engine
- Aid Unit
- Command Vehicle

Commented [CS12]: Please review and amend as necessary..



ITEM #: 7

CHECK ONE:

DISCUSSION X

ACTION

AGENDA ITEM

Council Date: January 22, 2026 Subject: 2026 Lodging Tax Award: Skagit River Bald Eagle Awareness Team
Submitted By: Andy Parks, Interim City Administrator

Attachments: Application for 2026 Lodging Tax Funding Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

The Skagit River Bald Eagle Awareness Team (SRBEAT) is an organization that has received support through Lodging Tax Funds based on the City's Lodging Tax Advisory Committee's (LTAC) recommendation for over ten years. Upon reviewing 2026 applications during their regular meeting, LTAC members noted the absence of the SRBEAT's submission, and requested City staff contact the organization to inquire about the lack of submission. Upon contacting the SBREAT, staff learned that due to change in volunteer staff in 2025, the organization missed the City's initial deadline for applications; as a result, the LTAC requested a special application period for their lodging tax application. To maintain a fair and open application process, the City opened the special application period to all applicants.

Upon closing of the special application period, SRBEAT's was the only application received. Based on review of the application and criteria used to determine eligibility for funding, the LTAC recommends full funding of a request from the SRBEAT for \$9,000 for the Skagit River Interpretive Center.

ALTERNATES CONSIDERED

The City Council has three primary options for proceeding with the LTAC's recommendation:

1. **Approve the Recommendations:** Adopt the LTAC's proposed funding for the SRBEAT. This would authorize allocation of \$9,000.
2. **Remand for Reconsideration:** Decline to approve the recommendations in full and request the LTAC to revisit its allocation. The Council may provide specific feedback (e.g., requesting increased or decreased funding) or none at all. This option allows for adjustments but may delay funding and require additional Committee meetings.

3. **Provide a proposal for the LTAC to comment on.** Council may submit a full proposal to the LTAC for funding amounts and recipients of its choosing. Council would then be required to wait 45 days for the LTAC to respond, after such time the Council could adopt its own proposal or not.

BID REQUIREMENTS

None

CURRENT AND FUTURE BUDGET RAMIFICATIONS

If approved, this allocation will be added to the 2026 budget for the Lodging Tax Fund.

LEGAL ASPECTS – LEGAL REVIEW

The LTAC's process and recommendations fully comply with Burlington City Code Chapter 2.75, which authorizes the Committee to review applications, conduct evaluations, and forward funding recommendations to the Mayor and Council. This aligns with RCW 67.28.1817, requiring municipalities of 5,000 or more population (including Burlington) to establish such a committee for advising on lodging tax uses, with balanced representation from lodging businesses and tourism stakeholders.

Under RCW 67.28.180, lodging tax revenues must be used exclusively for tourism promotion and related activities, and the legislative body (City Council) retains final authority to approve, modify, or reject expenditure proposals. No legal barriers exist to approving the recommendations as submitted, provided they adhere to these tourism-focused purposes. Remand or modification by Council would also be permissible, as the statutes emphasize advisory (not binding) Committee input. The attached schedule and scoring documentation support transparency and defensibility against any challenge.

If Council wishes to alter the funding amount, doing so is possible, but requires some additional steps. The Council would be required to submit its desired proposal back to the LTAC. Doing so would trigger a 45-day timeline for the committee to respond back to the Council with any comments on the proposal. Whether or not comments are submitted by the committee, Council may act after 45 days have elapsed. If Council wishes to pursue this option, please inform staff so that a written proposal from Council may be generated and approved at an upcoming meeting. See RCW 67.28.1817(2) and informal Attorney General Opinion August 17, 2016.

COUNCIL COMMITTEE RECOMMENDATION

The LTAC recommends funding of the SRBEAT's Skagit River Interpretive Center based on the request meeting the appropriate criteria to encourage overnight stays/lodging, and tourism.

STAFF RECOMMENDATION

Staff believes the LTAC's recommendation meets the criteria for Lodging Tax Funding disbursement.

SUGGESTED COUNCIL MOTION LANGUAGE

No action is requested at this time.

City of Burlington

APPLICATION FOR 2026 LODGING TAX FUNDING

(Recommend that no more than two (2) additional pages of materials be submitted with application)

Name of Organization: Skagit River Bald Eagle Awarner Team

Organization Mailing Address: PO Box 571
Concrete, WA 98237

Organization Contact Person & Title: Ember LaBounty - Treasurer

Organization/Contact Phone: 360-770-8340
Email: srbeatic@frontier.com
Fax:

Organization Website: skagiteagle.org

Federal Tax ID Number: 94-3147213 UBI Number: 601 308 187

Organization is a (select one): Government Entity
☒ 501(c)3
☐ 501(c)6
☐ Other

(note: you must submit 501(c)3 or 501(c)6 approval documentation if not previously submitted)

Title of Tourism Project, Activity or Event: Skagit River Interpretive Center

Amount of Funding Requested from the City of Burlington \$ 9,000.00

1. Describe the Tourism Project, Activity or Event. Please include the event schedule and date(s).

Skagit River Interpretive Center open weekends starting December 6th through February 16th

2. If you are awarded lodging tax funds, how and why will your event increase the number of people traveling to Burlington and result in overnight stays – specifically from outside Skagit County.

People come from all over the world to view the eagles and other birds that migrate to the Skagit county during the winter months. We provide information for viewing and places to stay while they are in the area.

3. Describe in detail how the requested funds would be used to promote tourism. Be very specific. If funded, you will be held to this plan by written contract.

Printed material: brochures and poster	Web site updates and connections
Media: newspapers and magazines	Artwork: pay artist for graphics
Office supplies, postage, milage for delivery of printed materials	
Art supplies for school groups	

4. Does your organization collaborate with other organizations to encourage tourism Will your organization apply for funding from sources other than the City of Burlington? If no, why not? If yes, list the amount requested on the budget sheet.

We mail or deliver printed materials to chambers and visitor information centers in Skagit, Whatcom, Snohomish and King Counties. We apply for funds from several other organizations.

5. **Tourism Seasons:** From the list below, what season will your project/event occur.

	<u>Season:</u>	<u>Months:</u>
___	Year-round	(January – December)
<u>X</u>	Off-season	(November – February)
___	Shoulder season	(October or March – May)
___	Near Peak season	(June, September)
___	Peak season	(July - August)

6. Have you received Burlington Lodging Tax previously Yes

7. Other information – is there other information that might be helpful for the Committee to understand your request and/or your organization and how the event/activity proposed will be beneficial to Burlington.

Each year we send hundreds of people down valley to Burlington for lodging.
We don't really have a lot of places for them to choose from and there are more areas
for viewing not only the eagles but the geese and swans that come in.

Project/Activity/Event Budget:

Revenues/Income

List below all revenue from all sources for your event/activity so the ranking committee can understand how your lodging tax request fits into your organization’s overall event budget.

Total Revenue/Income	Source(s):
\$ 9,000.00	1. Revenue from Burlington Lodging Tax
\$	2. Revenue from Other City Lodging Tax
\$ 10,000.00	3. Revenue from County Lodging Tax
\$ 670.00	4. Revenue from Admissions Fees
\$	5. Revenue from Participant Fees
\$ 1,750.00	6. Revenue from Sponsorship(s)
\$ 2,030.00	7. Revenue from Merchandise Sales
\$	8. Revenue from Other – List Below
\$ 2,500.00	a. Skagit Community Foundation
\$ 500.00	b. Kids Outdoors Program
\$ 450.00	c. School Program Donations
\$ 3,040.00	d. General Public Donations
\$	e.
\$	f.
\$	g.
\$ <u>29,940.00</u>	Total Revenue/Income from all sources

=====

Project/Activity/Event Budget:

Expenses

List below all expenses for your event/activity so the ranking committee can understand the extent to which Lodging Taxes help support your event/activity.

Expense Category	Amount
Personnel and Administration:	
Salaries and Benefits:	\$ 5,500
Office Supplies and Equipment:	\$ 2,000
Copy/Printing/Email Expenses:	\$ 200
Consultants/Professional Services:	\$ 1,500
Volunteer Expenses (T-shirts, other)	\$ 300
Advertising (social media, tv/radio, print, direct mail)	\$ 14,000
Equipment Rentals	\$
Traffic Control Expenses	\$
Presenter/Performer Fees	\$ 1,500
Signage	\$
Travel & Lodging	\$ 1,000
Permit Fees	\$
Other Expenses (specify) rent	\$ 2,300
Other Expenses (specify) insurance	\$ 1,400
Other Expenses (specify)	\$
TOTAL EXPENSES FOR PROJECT/EVENT	\$ 29,200

Application Certification:

I hereby state and certify on behalf of Ember LaBounty that:

Organization/Agency Name

- I acknowledge, that I have reviewed and will follow the requirements specified in the Revised Code of Washington (RCW) 67.28. If it is found that the Recipient is NOT eligible, the Recipient agrees to return awarded funds to the City.

Tourism Promotion Activities or Tourism-Related Facilities:

- This is an application for a contract with the City of Burlington and, if awarded, my organization/agency intends to enter into an Agreement with the City of Burlington.

Events/Festivals:

- The applicant has, or can obtain, general liability insurance in an amount commensurate with the exposure of the event/festival.
- I understand the City of Burlington will only reimburse those costs actually incurred by my organization/agency and only after the service is rendered, paid for if provided by a third party, and a Request for Reimbursement form has been submitted to the City, including copies of invoices and payment documentation.

The applicant here certifies and affirms:

1. That it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of race, creed, color, age, sex, national origin, families with children, sexual orientation, religious belief, marital status, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability;
2. That it will abide by all relevant local, state and federal laws and regulations and;
3. That it has read the information contained in the Instructions on pages 2 and 3 and understands and will comply with all provisions thereof.

Certified By: (signature) Ember LaBounty

(print name) Ember LaBounty

Title: Treasurer

Date: 11/14/2025

Evaluation and Ranking Criteria

The Burlington Lodging Tax Advisory Committee will review the applications, hear applicant presentations and make recommendations to the City Council for funding allocations. In the review of applications, the Lodging Tax Advisory Committee will recommend preference be given to those proposals that (1) demonstrate potential to increase visits to Burlington and overnight lodging during the “shoulder-season” and/or “off-season”, as opposed to the peak tourist season, (2) increase overall tourism in, and visitors to, Burlington, and/or (3) demonstrate measurable return on investment, and the potential for future self-sufficiency. The LTAC has ranked prior applications based upon whether a project/activity/event encourages overnight stays, encourages visitors from more than fifty (50) miles away or out of state/country, promotes lodging during off peak times, attracts new visitors to Burlington, pursues funding from multiple sources, and/or is a well-structured application. The LTAC may use these or other similar criteria to evaluate 2026 funding applications.

Considerations:

- Lodging tax funds can be used for the following purposes: Tourism promotion and marketing of festivals, events and attractions designed to bring tourists and visitors to Burlington.
- Operation of special events and festivals designed to attract tourists and visitors to Burlington.
- Operation and/or capital project expenses associated with tourism-related facilities owned by a government entity or non-profit agency.

Recipients of lodging tax funds must submit a report to the City of Burlington detailing the impact of funded activities on visits and/or tourism in Burlington. The City will use your report to compile a City report to the State of Washington regarding all 2026 lodging tax activities & events that were awarded Burlington Lodging Tax funds.

**2026 Burlington Lodging Tax
JLARC REPORTING FORM
(submit this form with your Application for 2026 Lodging Tax Funding)**

1. Project/Activity/Event Title: _____

2. Projected total attendance at Activity/Event: _____

a. Method of estimating #2 above:

3. Projected attendees who are estimated will travel greater than fifty (50) miles to attend the activity/event:

a. Method of estimating #3 above:

4. Projected attendees who are estimated will travel from another state or country to attend the activity/event: _____

a. Method of estimating #4 above:

5. Projected attendees who are estimated will stay in:

a. paid overnight accommodations: _____

b. unpaid overnight accommodations: _____

c. Method of estimating #5a and #5b above:

6. Projected number of paid Hotel/Motel/Lodging rooms:

a. Method of estimating #6 above:

7. How do you propose to measure/evaluate the actual attendance at the proposed activity or event?

