

CITY COUNCIL AGENDA
City Hall, 833 South Spruce Street
7:00 p.m. February 12, 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: February 12, 2026 @ 6:00 PM – Police & Municipal Court Presentations

CALL TO ORDER:

MINUTES: [City Council Meeting of January 22, 2026](#)

AUDIT OF BILLS:

PRESENTATIONS: WWTP 2024 Outstanding Performance Award

PUBLIC COMMENTS:

MAYOR'S UPDATE:

COUNCIL COMMENTS:

COMMITTEE & BOARD REPORTS:

OFFICER'S REPORTS:

PROCLAMATIONS:

CONSENT:

- 1) [BMC 2.76.030 – Amendment to Library Board of Trustees Membership](#)
 - 2) [Teamsters Local 231 Public Works Division MOU Extension Agreement: Revised](#)
-

ACTION ITEMS:

- 1) [Department of Natural Resources \(DNR\) ILA](#)
 - 2) [PD Vehicle Purchases](#)
-

INTRO/DISCUSSION ITEMS:

- 1) [Intergovernmental Agreement with WMD](#)
-

EXECUTIVE SESSION:

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

ADJOURNMENT:

MEETINGS:

- 1) AUDIT & FINANCE COMMITTEE:

Thursday, February 12, 2026, 4:00 PM
Telephonic Meeting 1-774-777-4255
Conference ID# 589-8786

February 2026

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

March 2026						
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15	16	17	18	19	20	21
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 - Police (CH Council Chambers) - City 7:00pm Council Meeting (Council Chambers)	13	14
15	16	17 4:00pm Public Works Committee (Telephonic)	18	19	20	21
22	23	24	25	26 4:00pm Audit & Finance (Room 132) 6:00pm Work Session- Housing/1590 (CH Council Chambers) - City Council Calendar 7:00pm Council Meeting (Council Chambers)	27	28

March 2026

March 2026						
Su	Mo	Tu	We	Th	Fr	Sa
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April 2026						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

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15	16	17 4:00pm Public Works Committee (Telephonic)	18	19	20	21
22	23	24	25	26 4:00pm Audit & Finance (Room 132) 6:00pm Work Session- Sewer & Public 7:00pm Council Meeting (Council Chambers)	27	28
29	30	31	Apr 1	2	3	4

MINUTES

MAYOR'S UPDATE

CONSENT AGENDA



CONSENT AGENDA – February 12, 2026

1. BMC 2.76.030 – Amendment to Library Board of Trustees Membership
2. Teamsters Local 231 Public Works Division MOU Extension Agreement:
Revised

RECOMMENDATION

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



ITEM #: 1

CHECK ONE:

DISCUSSION _____

ACTION X

CONSENT AGENDA ITEM

Council Date: February 12, 2026

Subject: BMC 2.76.030 – Amendment to Library Board of Trustees Membership

Submitted By: Sarah Ward

Attachments: Proposed Ordinance Change

Public Hearing Required: YES () NO (X)

BMC 2.76.030

CONSENT AGENDA ITEM

This item is being included on the consent agenda because staff believe it is routine and non-controversial in nature. Including items like this on the consent agenda helps to quickly resolve items that are more administrative in nature, in order to allow more time during the meeting for Council to discuss other items that may not be routine and therefore require more time and attention. The consent agenda also shows respect for the valuable time of all attendees of Council meetings by reserving more discussion and debate time for those items that require it most. If Council desires to discuss this, or any other consent agenda item in depth, please make a motion to move the item to the regular agenda.

HISTORY AND SUMMARY

The Library Board of Trustees respectfully proposes the addition of two non-voting positions to the board, specifically designated for teen representatives. These positions are intended to provide Burlington’s youth with a meaningful opportunity to engage in civic service and contribute to the development of library programs and services. While the teen members will not hold voting rights, their perspectives and input will be actively sought and valued during board discussions. This initiative reflects the board’s commitment to fostering youth involvement and recognizes the significant role teens play as regular users and contributors to the Burlington Public Library. The Board has specified that the role of the teens be nonvoting so as not to cause disruption in the event the roles are not filled.

ALTERNATIVES CONSIDERED

N/A

BID REQUIREMENTS

N/A

CURRENT AND FUTURE BUDGET RAMIFICATIONS

N/A

LEGAL ASPECTS – LEGAL REVIEW

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

“I move to approve the changes to section 2.76.030 of the Burlington Municipal Code to add two non-voting student positions to the Library Board.”

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 #: 2

CHECK ONE:

DISCUSSION _____

ACTION X

CONSENT AGENDA ITEM

Council Date: February 12, 2026

Subject: Teamsters Local 231 Public Works Division MOU Extension Agreement: Revised

Submitted By: Andy Parks, Interim City Administrator

Attachments: Revised Extension Agreement

Public Hearing Required: YES () NO (X)

CONSENT AGENDA ITEM

This item is being included on the consent agenda because staff believe it is routine and non-controversial in nature. Including items like this on the consent agenda helps to quickly resolve items that are more administrative in nature, in order to allow more time during the meeting for Council to discuss other items that may not be routine and therefore require more time and attention. The consent agenda also shows respect for the valuable time of all attendees of Council meetings by reserving more discussion and debate time for those items that require it most. If Council desires to discuss this, or any other consent agenda item in depth, please make a motion to move the item to the regular agenda.

HISTORY AND SUMMARY

During the January 22, 2026 Council meeting, Council majority approved an MOU extension with Teamsters Local 231 Public Works Division. Due to a scrivener’s error, the term on that MOU extension agreement was through December 31, 2026. Both parties intended the term to be through December 31, 2027. The attached “Revised Extension Agreement” reflects the change in term year, and is the only change requested and presented.

ALTERNATIVES CONSIDERED

Not extending the term to the date intended by both parties would be unfavorable for union relations.

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 revised 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, the parties desire to extend the term of the MOU without modification to its terms and conditions;

NOW, THEREFORE

The City and the Union agree as follows:

1. **Extension of Term**

The Memorandum of Understanding effective January 1, 2025, is hereby **extended through December 31, ~~2026~~2027**.

2. **Continuation of Terms**

All terms, conditions, wage adjustments, job duties, withdrawal rights, and reversion provisions contained in the MOU shall remain **in full force and effect** for the duration of this extension, unless otherwise modified by mutual written agreement of the parties.

3. **No Other Changes**

Except as expressly extended herein, the MOU shall remain unchanged. All other

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

DRAFT

ACTION ITEMS



ITEM #: 1

CHECK ONE:

DISCUSSION _____

ACTION X

AGENDA ITEM

Council Date: 2/12/2026 Subject: Department of Natural Resources (DNR) ILA

Submitted By: Robert Toth – Fire Chief

Attachments: ILA renewal with Department of Natural Resources Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

The Burlington Fire Department, through mutual aid and automatic aid agreements, occasionally responds to neighboring fire departments when called for assistance. Sometimes, the incident location is on state land protected by the Department of Natural Resources (DNR), such as a forest fire on Chuckanut Mountain. In other cases it is completely outside our local area. In these cases, DNR assumes command and control of the incident and reimburses assisting agencies for personnel and apparatus costs based on the Washington State All-Hazard Mobilization Plan.

In 2021, the Burlington City Council approved the interlocal agreement. The current agreement expires in May 2026. During this period, the fire department has been reimbursed more than \$60,000 for wages and equipment use.

In addition, the fire department has received nearly \$50,000 in grants, not including a Type III wildland engine (valued at \$118,000) provided at no cost.

Typically, this contract has a 3 year duration, but the DNR is working on a revision. Therefore, this request is to renew to extend the existing DNR interlocal agreement through 2027.

ALTERNATIVES CONSIDERED

The alternative is to not renew the interlocal agreement, allowing the current one to expire. This would revert the Burlington Fire Department to its pre-2021 status: It could still respond to mutual aid calls where DNR is the primary authority having jurisdiction (AHJ), but it would not be reimbursed for personnel or apparatus time.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

The fire department is currently closing out a \$23,000 PPE (Personal Protective Equipment) grant received from DNR. Once this grant is complete, no additional grants have been applied for with DNR, so any required tools would come from the fire department's budget under small tools and equipment as needed.

Renewing the DNR interlocal agreement keeps the fire department eligible for reimbursements. Apparatus reimbursements are determined by the Washington State All-Hazard Mobilization Plan. For example, Engine 1811 spending 12 hours under DNR's direction would be compensated at \$155 per hour, or \$1,862 for the 12-hour period. Career personnel are compensated at their Collective Bargaining Agreement rates.

There is no guarantee that our services will be needed in any given calendar year, so we do not recommend forecasting potential revenue from this interlocal agreement at this time.

LEGAL ASPECTS – LEGAL REVIEW

Our legal department completed a review of DNR's standard inter-local agreement and

STAFF RECOMMENDATION

Staff recommend that City Council authorize the Mayor to sign the inter-local with DNR for reimbursement of apparatus and personnel.

SUGGESTED COUNCIL MOTION LANGUAGE

I move to approve and authorize the mayor to sign the interlocal agreement with the Department of Natural Resources (DNR) that allows for mutual aid and reimbursement of our equipment and personnel.



WILDFIRE

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

TO

FORESTLAND RESPONSE AGREEMENT, DNR CONTRACT NO. 93-102361

PI: 221, 222, 223, 224

Funding Source: State

Grant Funded: No

OMWBE: Small Business Veteran Owned Not Applicable

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

Statewide Vendor # (SWV): 0002425

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

Section 3. Term is hereby amended as follows:

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereby execute this Amendment.

**CITY OF BURLINGTON,
BURLINGTON FIRE DEPARTMENT**

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

<hr/> Signature	<hr/> Date	<hr/> Signature	<hr/> Date
Bill Aslett		Kevin Killian	
<hr/> Name		<hr/> Name	
Mayor		Wildland Assistant Region Manager	
<hr/> Title		<hr/> Title	
833 S. Spruce Street		919 N. Township Street	
Burlington, WA 98233		Sedro-Woolley, WA 98284	
<hr/> Address		<hr/> Address	
360-755-2395		360-856-3500	
<hr/> Telephone		<hr/> Telephone	



ITEM #: 2

CHECK ONE:

DISCUSSION _____

ACTION X

AGENDA ITEM

Council Date: 02/12/2026 Subject: PD Vehicle Purchases

Submitted by: Kevin Turner, Chief of Police

Attachments: None Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

In 2023, the City implemented a take-home vehicle program for the Police Department to support recruitment, retention, and operational readiness. The FY 2026 budget includes an allocation of **\$504,000** for vehicle purchases to continue with this program. \$216,000 is allocated from the Police ER&R Fund; \$288,000 is allocated from the Police department General Fund account as detailed in the 2026 Final Budget document.

Due to fluctuating vehicle inventory, availability, and pricing, approval of a **not-to-exceed** amount will allow the department to act quickly on available inventory and pricing opportunities and remain within the adopted budget allocation.

ALTERNATIVES CONSIDERED

None.

BID REQUIREMENTS

Vehicles will be sourced from the state bid procurement list.

CURRENT AND FUTURE BUDGET IMPACT

The funds were approved in the 2026 budget, and their availability has been confirmed with the Finance Director. The future budget impact will be the need to plan for vehicle replacement within an estimated 5–8 years.

LEGAL REVIEW

N/A

COUNCIL COMMITTEE RECOMMENDATION

This was discussed at the Public Safety Committee meeting on January 13th, 2026, with a recommendation to bring to council.

STAFF RECOMMENDATION

Staff respectfully recommend authorizing the Police Department to expend funds in an amount **not to exceed \$504,000**, as approved in the 2026 budget, for the purchase of vehicles to advance the take-home vehicle program.

SUGGESTED COUNCIL MOTION

*“I move to authorize the Police Department to expend **up to \$504,000**, as approved in the 2026 budget, for vehicle purchases and authorize the Mayor to sign the purchase documents.”*

**INTRODUCTION/
DISCUSSION**



ITEM #: 1

CHECK ONE:

DISCUSSION X

ACTION _____

AGENDA ITEM

Council Date: 02/12/2026 Subject: Intergovernmental Agreement with WMD

Submitted By: Robert Toth – Fire Chief

Attachments: IGA Agreement Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

Over time, states outside of Washington have required assistance with large-scale emergencies. The most recent example is the Palisades Fire in California, which moved so quickly that local resources were overwhelmed, necessitating immediate outside support. Other notable large-scale emergencies include the August Complex Fire of 2020, which consumed more than 1 million acres; the Dixie Fire of 2021, which burned more than 900,000 acres; and non-fire events such as earthquakes and flooding.

The Burlington Fire Department, through mutual aid and automatic aid agreements, occasionally responds to requests for assistance from other jurisdictions during such emergencies. Sometimes, these requests involve interstate or cross-border incidents coordinated under the Emergency Management Assistance Compact (EMAC) or the Pacific Northwest Emergency Management Arrangement (PNEMA). In such cases, the Washington Military Department assumes coordination and reimburses assisting agencies for personnel and apparatus costs based on the Washington State All-Hazard Mobilization Plan, EMAC guidelines, and applicable federal or state reimbursement rates.

At present, the Burlington Fire Department does not have an agreement with the Washington Military Department (WMD), a division of Emergency Management (EMD), which oversees the request and deployment of Washington State resources for out-of-state assistance. Although the examples above are from past California events, the EMAC agreement would allow the Burlington Fire Department to participate voluntarily and be reimbursed for personnel time and equipment used.

This request is to engage in a new intergovernmental agreement with the Washington Military Department for EMAC and PNEMA assistance. The agreement would enable the City of

Burlington to deploy authorized resources (including personnel and equipment) in response to EMAC or PNEMA requests and receive reimbursements for eligible costs.

ALTERNATIVES CONSIDERED

The alternative is not to sign the agreement. By not signing the Burlington Fire Department is not a consideration for large scale events outside of the State, when other States are being overwhelmed by a major incident

BID REQUIREMENTS

No bid requirements recognized.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

The City of Burlington (BFD) would front the cost of an out of state deployment much the same way we currently do with our contract for mobilization within the State of Washington with Department of Natural Resources (DNR). Through a reimbursement process the EMAC agreement provides hourly reimbursement for personnel meeting their current CBA salary matrix and fire apparatus and tools are reimbursed through the Washington State Mobilization fee structure.

Challenges that may arise will be the reimbursement timeline. Where a major event like the California Palisades Fire occurs, and the event lasts for an extended period of time, reimbursements may take longer to recover than in-state mobilizations. An event that ends at the end of a calendar year may not get paid out until the end of the first quarter of the next calendar year, putting a delay on closing out the previous year's financial report.

Because this out of state opportunity is not a guarantee, this agreement should not be considered a revenue source and placed into a budget line item.

LEGAL ASPECTS – LEGAL REVIEW

Our legal team has reviewed the documents with approval to proceed.

STAFF RECOMMENDATION

Staff recommends that the City Council advance this item to the consent agenda for the next regular meeting, authorizing the Mayor to sign the intergovernmental agreement with the Washington Military Department for EMAC and PNEMA assistance, including reimbursement of apparatus and personnel during inter-state mutual aid responses.

SUGGESTED COUNCIL MOTION LANGUAGE

"I move to advance the approval of the Intergovernmental Agreement with the Washington Military Department for EMAC and PNEMA assistance to the consent agenda for the next regular meeting, authorizing Mayor Aslett to sign the agreement for mutual aid and reimbursement of our equipment and personnel."

**INTERGOVERNMENTAL AGREEMENT
FOR EMAC AND PNEMA ASSISTANCE BETWEEN**

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

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

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

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

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

Start Date: Upon Signature

End Date: 5 years from date

1. INTRODUCTION:

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

2. SCOPE:

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

3. Authorization and Deployment of Resources

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

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

4. Financial Management and Reimbursement

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

5. Resource Management

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

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

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

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

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

6. Alterations And Amendments

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

7. Termination

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

