



**Project title:** Intergovernmental Agreement Amendment No. 2 for EMAC Deployment of Authorized Resources and Cost estimate

### City Council Agenda Item Cover Sheet

**Council Bill #** *interoffice use*

**Agenda dates requested:**

November 13, 2019

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes  No

**Budget amendment:**

Yes  No

**PowerPoint presentation:**

Yes  No

**Attachments:**

Original IGA

**Department(s) involved:**

Fire & Legal

**Contact person:**

Dave DeMarco

**Phone number:**

425-257-8101

**Email:**

DDeMarco@everettwa.gov

**Consideration:** Intergovernmental Agreement Amendment No. 2 for Mayor's signature

**Project:** California wildfire deployment under EMAC agreement

**Partner/Supplier :** Washington Military Department

**Location:** California

**Preceding action:** Intergovernmental Agreement for EMAC and PNEMA assistance approved by council and signed 12/13/2017

**Fund:** 032 Fire

**Fiscal summary statement:**

The City of Everett can be reimbursed for the cost of personnel and equipment deployed to California under the under the subject agreement. The estimated cost of the deployment is \$228,595.11. The Washington Military Department requires execution of this amendment to authorize reimbursement of these expenses.

**Project summary statement:**

Everett Fire has deployed personnel and equipment to California to assist with wildland fire operations under our Emergency Management Assistance Compact (EMAC) and Pacific Northwest Emergency Management Arrangement (PNEMA) with the Washington Military Department.

**Recommendation (exact action requested of Council):**

Authorize the mayor to sign the contract amendment authorizing the Washington Military Department to reimburse the city for deployment costs estimated at \$228,595.11.

**Initialed by:**

  
Department head

Administration

  
Council President

**INTERGOVERNMENTAL AGREEMENT AMENDMENT NO. 2  
For EMAC Deployment of Authorized Resources and Cost Estimate**

**Mission Number 19-3852, California, CA October Fires**

**California State, UBI# 313-000-656**

CONTRACTOR NAME/ADDRESS: Everett Fire Department 2930 Wetmore, Suite 7A Everett, Washington 98201-3629	CONTRACT NUMBER: U18-090	AMENDMENT NUMBER: 2
CONTRACTOR CONTACT PERSON, NAME/TITLE: Timothy Key, tkey@everettwa.gov	MD STAFF CONTACTS, NAME/TELEPHONE: <b>Mark Douglas 253.512.7097</b> <b><u>mark.douglas@mil.wa.gov</u></b> <b>Adam Mulvey 253.512.7058</b> <b><u>adam.muvley@mil.wa.gov</u></b>	
AMENDMENT TERMS AND CONDITIONS: 1. The estimate of the anticipated reimbursement is <b>\$228,595.11</b>		

**1. SUMMARY OF EXPECTED DEPLOYMENT PHYSICAL CONDITIONS, DUTIES TO BE PERFORMED DURING DEPLOYMENT, AND CORRESPONDING AUTHORIZED RESOURCES ANTICIPATED TO PERFORM THOSE DUTIES (Duties to be taken from EMAC REQ-A or PNEMA equivalent):**

35 Engines for 7 Task Forces Configuration. Preferred requests are for Type 3 engine strike teams, but willing to accept Type 4, 5 & 6 engines strike teams or willing to take task forces. Engine strike team or task force will include 5 engines with common communications (mobile radios & portable field programmable hand held radio) and a leader. An additional strike team or task force leader trainee will also be accepted but cannot replace the leader. Each strike team or task force shall be accompanied by a strike team or task force leader and his or her command vehicle. All should be wild land capable with all tools including wild land PPE including wild land fire shelter. Only one command vehicle will be allowed if the leader is accompanied by the above mentioned trainee.

**2. DEPLOYMENT PROGRAM INDEXES/CHARGE CODES:**

712CW

**3. DETAILED DESCRIPTION OF AUTHORIZED RESOURCES AND COST ESTIMATES, WITH ESTIMATED BUDGET SUMMARY and Total Maximum Resource Cost Authorized:**

The following are the authorized resources (equipment and/or personnel) the Jurisdiction may deploy for Mission 19-3852, California, CA 2019 October Fires, and corresponding total maximum resource cost amounts (based on estimates) that may be reimbursed under this Agreement. In completing this form, all estimates for fire resources (personnel and equipment of a Fire District or Fire Department) will be calculated based upon the State Fire Chiefs Rate Schedule in effect at that time, and the personnel benefit hourly rate used below for fire resources is to be 25% of the personnel regular salary hourly rate.

**Authorized Resources and Detail of Total Maximum Resource Cost:**

Requesting State Mission Tracking #				Assisting State Mission Tracking #				Days Deployed #		18		
<b>Personnel Salaries and Benefits</b>												
First Name:	Last Name:	Phone:	E-Mail:	Regular Salary Hourly Rate	Benefit Hourly Rate	# of Reg Hrs per day	OT Hourly Rate	OT Benefit Hourly Rate	# of OT Hours per day	# of Days on Mission	Subtotal Daily Cost	Total Deployment Cost
Adsero	Nick	425-327-6824	nadsero@everettwa.gov	\$53.31	\$33.54	6.00	\$79.97	\$7.29	18.00	18.00	\$2,091.75	\$37,651.50
Glanville	Jonathan	425-308-1339	jglanville@everettwa.gov	\$39.49	\$24.84	6.00	\$59.24	\$5.40	18.00	18.00	\$1,549.47	\$27,890.46
Park	Matthew	425-346-9436	mpark@everettwa.gov	\$49.48	\$31.13	6.00	\$74.22	\$6.76	18.00	18.00	\$1,941.32	\$34,943.72
Todd	Dustin	208-761-2267	dtodd@everettwa.gov	\$31.59	\$19.87	6.00	\$47.36	\$4.32	18.00	18.00	\$1,239.48	\$22,310.64
Stark	Todd	425-238-8241	tstark@everettwa.gov	\$55.19	\$34.72	6.00	\$82.79	\$7.55	18.00	18.00	\$2,165.47	\$38,978.39
<b>Total Maximum Personnel Cost</b>											<b>\$ 161,774.71</b>	
<b>Personnel Travel</b>												
Name	POV/Mileage	AOV	Per Diem	Hotel	Shipping	Rental Car	Air Fare	Baggage	Parking	Other (Backfill)	Other (Desc.)	Total Travel Cost
												\$ -
												\$ -
												\$ -
												\$ -
<b>Total Maximum Travel Cost</b>											<b>\$ 4,500.00</b>	
<b>Equipment (Include estimated costs for fuel OR miles - NOT both)</b>												
	Type	Kind	Description of Duties for Which Deployed Equipment Will Be Used	Daily Rate	Mileage Rate	Estimated Miles	Estimated Fuel	Total EQ Cost				
1	Type 5	Fire Engine		\$ -	\$ -	\$ -		\$ 17,136.00				
2	1 Ton	4x4 Truck		\$ -	\$ -	\$ -		\$ 2,834.00				
3				\$ -	\$ -	\$ -		\$ -				
4				\$ -	\$ -	\$ -		\$ -				
5				\$ -	\$ -	\$ -		\$ -				
<b>Total Maximum Equipment Cost</b>								<b>\$ 19,970.00</b>				
<b>Other Costs</b>												
Pay & Benefits											Total Other Costs	
Backfill for deployed personnel											\$ 42,350.40	
Backfill for deployed personnel											\$ -	
<b>Total Other Costs</b>											<b>\$ 42,350.40</b>	
<b>Total Maximum Deployment Cost</b>											<b>\$ 228,595.11</b>	

**IN WITNESS WHEREOF**, the parties have executed this Amendment on the date last written below, and any reference to the "Agreement" shall mean "the Agreement as Amended".

For the Department:

For the Jurisdiction:

BY:

BY:

Regan Anne Hesse                      Date  
 Chief Financial Officer  
 Washington Military Department

Cassie Franklin                              Date  
 Mayor  
 City of Everett

AGENCY

INTERGOVERNMENTAL AGREEMENT  
FOR EMAC AND PNEMA ASSISTANCE BETWEEN

RECEIVED

JAN 07 2018

CONTRACTS

Washington Military Department  
Bldg #20, M.S.TA-20  
Camp Murray, Washington 98430-5122

AND Everett Fire Department  
2930 Wetmore, Suite 7A  
Everett, Washington 98201-3629

FAX: 253.512.7203

PHONE: 425.257.8101 FAX: -NA-

Contact Person: Mark Douglas  
Email: mark.douglas@mil.wa.gov  
Phone: 253.512.7097

Contact Person: Timothy Key  
Email: tkey@everettwa.gov

Contact Person: Mark Woodward  
Email: mark.woodward@mil.wa.gov  
Phone: 253.512.7055

UBI: 313-000-656

Start Date: Upon Signature

End Date: November 30, 2022

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 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 of "Attachment A" that reference this Agreement by number and include 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 of "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 of "Attachment A" that has been mutually executed by the parties, and include employee salary, benefits, overtime, air and land travel expenses, lodging, and 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 Federal 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 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 past experience operating in the position for which they are being deployed; and
  - 5) Has the ability to fully and effectively perform all duties of the position for which they are being deployed.
- b. The Jurisdiction agrees that if any of its employees deployed as an authorized resource under this Agreement exhibit 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, that employee 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 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. Any such equipment determined by the EMAC or PNEMA requesting participant in its sole discretion not to have been in good working order or condition at the time of deployment may, in the EMAC or PNEMA requesting participant's sole discretion, be returned to the Jurisdiction from which it was deployed at the sole cost and expense of the Jurisdiction, and the cost and expense of deploying and returning the equipment will not be reimbursed under this Agreement.
- d. The Jurisdiction agrees that its employees deployed under this Agreement will be required by the Jurisdiction to conduct themselves in a professional and ethical manner throughout the period of deployment, consistent with all laws, regulations and policies applicable to the Jurisdiction and its employees.
- e. Hold Harmless. To the extent allowed by law, each party shall defend, protect and hold harmless the other party from and against any claims, suits, and/or actions arising from any negligent act or omission of that party's employees, agents and or authorized representatives while performing under this Agreement.

#### **6. Alterations And Amendments**

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

#### **7. Termination**

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

#### **8. All Writings Contained Herein**

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

For the Department:

For the Jurisdiction:

BY: Regan Arne Hesse 1/8/18  
Regan Arne Hesse Date  
Chief Financial Officer  
Washington Military Department

BY: Ray Stephanson 12/13/2017  
Ray Stephanson Date  
Mayor  
City of Everett

BOILERPLATE APPROVED AS TO FORM:

Brian Buchholz (signature on file) 01/09/2012  
Senior Counsel, Assistant Attorney General

ATTEST:  
Sharon Jull  
City Clerk

APPROVED AS TO FORM  
James D. Iles  
JAMES D. ILES, City Attorney