

November 4, 2005

INTERGOVERNMENTAL AGREEMENT

Washington State Military Department
Camp Murray, Building #20, M.S. TA-20
Tacoma, WA 98430-5000
(253) 512-7057 FAX: (253) 512-7203
Contact Person: Mark Kogle
E-mail: m.kogle@emd.wa.gov
Amount: As indicated per person assigned.

AND

City of Union Gap
PO Box 3008
Union Gap, WA 98903-0008
(509) 575-3638 FAX: (509) 248-6494
Contact Person: William Rathbone
E-Mail: ugplanner@cityofuniongap.com

Start Date: **October 1, 2005** End Date: **December 31, 2005**

INTRODUCTION: The Washington State Military Department Emergency Management Division through the Emergency Management Assistance Compact (EMAC) and RCW 38.10.010 coordinates interstate mutual aid according to the model presented in the National Strategy for Homeland Security. EMAC responds to declared disaster-impacted states by providing assistance from other member states in the form of personnel and/or other resources. EMAC is being implemented in response to hurricane damages to the Gulf Coast States. An EMAC member state has requested qualified personnel in the affected jurisdiction. In cooperation with the City of Union Gap, the Military Department Emergency Management Division (EMD) has identified experienced and qualified authorized employee(s) of the City of Union Gap who are immediately available to deploy and perform the EMAC requested duties in the affected areas. They will travel to an EMAC requesting state and work in support of the state government. The EMAC member state will provide emergency contact information for personnel and a progress report periodically throughout the time period.

Employees of the City of Union Gap will be considered by the State of Washington to be agents or employees of the state for purposes of EMAC and will be entitled to all rights and benefits under EMAC available to state officers and employees. To the extent that the state requesting assistance from Washington under EMAC or agreements supplementary to EMAC does not reimburse the expenses of the authorized employees of the party jurisdiction or agency, the State will reimburse the party jurisdiction or agency for such expenses to the full extent legally permissible. The State will reimburse the party jurisdiction or agency for workers' compensation and death benefits if injury or death results from acts done in good faith by authorized employees under this Agreement, but not for costs (including attorney fees) of processing claims for workers' compensation or death benefits.

This agreement covers authorized employees of the City of Union Gap listed on an attached sheet that reference this agreement by number. The qualifications of such authorized employees may be set forth in the attachment. The maximum amount of reimbursement per authorized employee for travel expenses, base salary, overtime, benefits, per diem, lodging, and other provisions pertinent to the work to be conducted shall not exceed the amount agreed to per person without a written modification to this agreement. Additional attachments listing authorized employees may be added referencing this Agreement and shall be bound to these same conditions and arrangements.

REIMBURSEMENT: The Military Department shall reimburse the party jurisdiction or agency in a final amount for the authorized expenses including salary, benefits, and overtime (air and land travel expenses, per diem, lodging and other provisions) of the authorized employees. Compensation of the expenses shall not exceed the amount that the employee would otherwise receive absent this Agreement. Using the charge code(s) identified in the attached sheet(s), the Washington State Department of Health shall submit a final invoice to the Military Department within 30 days of personnel's return and approval of the properly executed state invoice voucher. EMD shall reimburse the jurisdiction or agency named above within 30 days of receipt of an approved invoice voucher and any other required documentation of expenses.

ALTERATIONS AND/OR AMENDMENTS: This Agreement may be amended or altered 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.

TERMINATION: Either party may terminate this Agreement upon 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.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year last specified below. 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.

BY: James M. Mullen 11-16-05
James M. Mullen, Director Date
Emergency Management Division
Washington Military Department

BY: Aubrey C. Reeves, Jr. 11-18-05
Aubrey C. Reeves, Jr. Date
Mayor
City of Union Gap

APPROVED AS TO FORM:
Sara J. Finlay, Senior Counsel, 10/4/05

TIN#: 91-6001287

Personnel Deployed to Disaster-Impacted Areas

Personnel Name	Description of Experience	Allowed Amount	Estimated Duration	Duties and Destination	Charge Code (PI#, state, and disaster)
William Rathbone	Has served as building official for the City of Union Gap for the past 20-years. In this capacity I have performed plan reviews and field inspections for all types of construction. The majority of construction in Union Gap is of a commercial/industrial nature. I am a certified ICC building inspector.	\$15,000	November 6, 2005 through November 21, 2005	Perform EMAC duties, as assigned by the Mississippi Emergency Management Agency, Joint Information Center, Jackson, MS.	Charge code: PI# 771EC (EMAC-MS - Hurricane Katrina)