

### AMENDED AGENDA V.2

## CLICK HERE TO COMMENT ON AGENDA ITEMS STAFF PRESENTATIONS PUBLIC COMMENT

### SHORELINE CITY COUNCIL SPECIAL MEETING

Monday, April 14, 2014 5:45 p.m.

Conference Room 303 · Shoreline City Hall 17500 Midvale Avenue North

**TOPIC/GUESTS:** Ronald Wastewater District Commissioners

### SHORELINE CITY COUNCIL BUSINESS MEETING

Monday, April 14, 2014 7:00 p.m.

Council Chamber · Shoreline City Hall 17500 Midvale Avenue North

Page Estimated
Time

1. CALL TO ORDER

7:00

- 2. FLAG SALUTE/ROLL CALL
- 3. REPORT OF THE CITY MANAGER
- 4. COUNCIL REPORTS
- 5. PUBLIC COMMENT

Members of the public may address the City Council on agenda items or any other topic for three minutes or less, depending on the number of people wishing to speak. The total public comment period will be no more than 30 minutes. If more than 15 people are signed up to speak, each speaker will be allocated 2 minutes. Please be advised that each speaker's testimony is being recorded. When representing the official position of a State registered non-profit organization or agency or a City-recognized organization, a speaker will be given 5 minutes and it will be recorded as the official position of that organization. Each organization shall have only one, five-minute presentation. Speakers are asked to sign up prior to the start of the Public Comment period. Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed. If time remains, the Presiding Officer will call individuals wishing to speak to topics not listed on the agenda generally in the order in which they have signed. If time is available, the Presiding Officer may call for additional unsigned speakers.

### 6. APPROVAL OF THE AGENDA

7:20

### 7. CONSENT CALENDAR

7:20

(a)	Minutes of Business Meeting of March 24, 2014	<u>7a1-</u>
	Minutes of Special Meeting of March 31, 2014	<u>7a2-</u>

(b) Approval of expenses and payroll as of March 28, 2014 in the amount of \$1,401,599.12

7b-1

(c) Adoption of Ordinance. No. 684, Updating Record Keeper and Authorizing Rulemaking for Investment Policies in SMC Chapter 2.30

7c-1

	(d)	Adoption of Ordinance No. 685, Amending the 2014 Budget for Uncompleted 2013 Capital and Operating Projects and Increasing Appropriations in the 2014 Budget	<u>7d-1</u>	
	(e)	Motion to Authorize the City Manager to Execute the Regional Coordination Framework for the Disasters and Planned Events for Public and Private Organizations in King County Agreement	<u>7e-1</u>	
8.	A(	CTION ITEMS		
	(a)	Appointment of Library Board Members	<u>8a-1</u>	7:20
9.	ST	TUDY ITEMS		
	(a)	Discussion of Point Wells Traffic Corridor Study	<u>9a-1</u>	7:30
	(b)	Quarterly Finance Update and Discussion of 2013 Year End Financial Report	<u>9b-1</u>	8:10
	(c)	Discussion of Ordinance No. 687 Amending the 2014 Salary Schedule for the Communications Program	<u>9c-1</u>	8:30
	(d)	Discussion of Resolution No. 344 - Revisions to Council Rules	<u>9d-1</u>	8:45
10.	EX	<b>XECUTIVE SESSION:</b> Litigation – RCW 42.30.110(1)(i)		9:15

The Council may hold Executive Sessions from which the public may be excluded for those purposes set forth in RCW 42.30.110 and RCW 42.30.140. Before convening an Executive Session the presiding officer shall announce the purpose of the Session and the anticipated time when the Session will be concluded. Should the Session require more time a public announcement shall be made that the Session is being extended.

### 11. ADJOURNMENT 9:25

The Council meeting is wheelchair accessible. Any person requiring a disability accommodation should contact the City Clerk's Office at 801-2231 in advance for more information. For TTY service, call 546-0457. For up-to-date information on future agendas, call 801-2236 or see the web page at <a href="https://www.shorelinewa.gov">www.shorelinewa.gov</a>. Council meetings are shown on Comcast Cable Services Channel 21 and Verizon Cable Services Channel 37 on Tuesdays at 12 noon and 8 p.m., and Wednesday through Sunday at 6 a.m., 12 noon and 8 p.m. Online Council meetings can also be viewed on the City's Web site at <a href="https://shorelinewa.gov">https://shorelinewa.gov</a>.

March 24, 2014 Council Business Meeting **DRAFT** 

### CITY OF SHORELINE

## SHORELINE CITY COUNCIL SUMMARY MINUTES OF BUSINESS MEETING

Monday, March 24, 2014 7:00 p.m.

Council Chambers – Shoreline City Hall 17500 Midvale Avenue North

PRESENT: Mayor Winstead, Deputy Mayor Eggen, and Councilmembers McGlashan, Hall

McConnell, Roberts and Salomon

ABSENT: None
1. CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Mayor Winstead.

### 2. FLAG SALUTE/ROLL CALL

Mayor Winstead led the flag salute.

Mayor Winstead requested a moment of silence for the people who were injured, still missing or those that lost their lives in the Oso landslide, for their families, and for the survivors.

Upon roll call by the City Clerk, all Councilmembers were present.

### 3. REPORT OF THE CITY MANAGER

Debbie Tarry, City Manager, provided reports and updates on various City meetings, projects and events.

### 4. COUNCIL REPORTS

Councilmember Roberts announced community forums are being held at the Shoreline Center on March 27 and March 28 providing an opportunity for the public to meet final candidates applying for the Superintendent position at Shoreline School District.

Councilmember Eggen reported he attended an event on Thursday night for people struggling to find housing. Fifteen case studies were presented of people wanting to live in Shoreline but having difficulties finding housing. He expressed a desire to work on policy to improve low income housing availability.

Mayor Winstead said she welcomed City of Shoreline Community Gardeners at an event on March 18, and announced the Sunset School Community Garden dedication is scheduled for April 5. She reported

on her attendance at the Sound Cities Association dinner on March 20 where King County Executive Dow Constantine made remarks.

### 5. PUBLIC COMMENT

Tom Jamieson, Shoreline, commented that attendance at the Point Wells Transportation Corridor Meeting for Segment B is decreasing due to improper noticing procedures by Snohomish County. He noted the City's Point Wells webpage is not updated to reflect the extended comment period. He is concerned about intergovernmental relationships between the City and Snohomish County.

Ms. Tarry responded the City did not receive notice of the second scoping period until recently. After the information was verified the notice was posted to the City's website.

### 6. APPROVAL OF THE AGENDA

There was unanimous consent to adopt the agenda as presented.

### 7. CONSENT CALENDAR

Upon motion by Councilmember Roberts, seconded by Councilmember McConnell and unanimously carried, the following Consent Calendar items were approved:

- a) Minutes of Business Meeting of March 3, 2014
- b) Approval of expenses and payroll as of March 7 in the amount of \$1,610,509.97
- c) Authorization of the City Manager to Execute an Agreement with AltaTerra Consulting LLC for the Hidden Lake Management Plan Feasibility Study

### 8. ACTION ITEMS

a) Approval of Parks, Recreation, and Cultural Services/Tree Board Position Vacancy Appointment

Dick Deal, Administrative Services Director presented the staff report to fill an unexpired term on Parks, Recreation and Cultural Services/Tree Board, and stated that on March 17, 2014 Council appointed a subcommittee of Mayor Winstead and Councilmembers McConnell and Roberts. The subcommittee reviewed the 2013 applications and recommended that Alan Wager be appointed to fill the unexpired term.

Councilmember McConnell moved to appoint Alan Wager to the Parks, Recreation and Cultural Services/Tree Board through March 31, 2015 to complete the term of the position recently vacated by Kevin McAuliffe. The motion was seconded by Councilmember Salomon.

Councilmembers McConnell and Salomon commented on Dr. Wager's impressive qualifications, noting his education, and expertise on trees. Mayor Winstead added that he will be a great addition to the Board.

### The motion was unanimously approved.

### 9. STUDY ITEMS

### a) Annual Traffic Update

Ms. Tarry introduced Rich Meredith, Traffic Engineer, and Mark Konoske, Shoreline Police Captain, to present the City's Annual Traffic Update consisting of data collection and analysis to identify areas of concern, areas to make improvements, and strategies to integrate findings into capital project planning. Mark Relph, Public Works Director acknowledged the collaboration between Public Works and the Police Department to collect data, target problem areas, and reduce accidents. He noted this is the start of discussions on how to incorporate this data into the Transportation Improvement Plan, Capital Improvement Plan, and 2015 budget.

Mr. Meredith reviewed how the data is used to improve traffic safety, identify and prioritize CIP projects, and manage enforcement resources using targeting engineering, traffic enforcement and education. The engineering component includes traffic control devices, design, maintenance of roadways, and capital improvement projects. Captain Konoske reviewed the enforcement component comprised of collision investigations that identity the reasons behind accidents, and strategies to change behaviors that contribute to them. The education component builds awareness of traffic safety through outreach efforts. Mr. Meredith then reviewed traffic operations, traffic management systems, crash statistics for the last five years, and the "Top Ten Intersections" of high collision intersections. He noted crashes on Aurora are trending down as a result of the street improvements. Standards for determining how to reduce accidents were discussed, including adjusting the timing of the signals.

Councilmembers commented on traffic signals and segments and their contribution to rear-end accidents. Mr. Meredith responded that crosswalks are used as the boundary line for intersections to define segments.

Mr. Meredith presented the 85th Percentile Speeds and the 85% Speed Differential Maps demonstrating where police can target traffic enforcement efforts. Capitan Konoske reviewed traffic enforcement results, citizen complaints, and abandoned vehicles statistics. The enforcement data identifies the location of frequently occurring accidents and is used for educational outreach to influence at risk age groups. The next steps for enforcement include equipping officers with SECTOR technology to reduce "contact" time and increase efficiency, utilizing intelligence led enforcement, and continuing the collaboration between the Traffic Engineering division and the Police Department. The next steps for engineering include timing signals, incorporating data in into TIP/CIP, reviewing the Point Wells Traffic Corridor Study, and the reporting cycle.

Councilmembers commented that Shoreline has been innovative in its positive approach to traffic operations but observed the trend line in injury crashes is flat, and asked why injury crashes are not decreasing. Mr. Meredith responded the number of injuries has not decreased but the severity of injuries has decreased. Councilmembers expressed interest in exploring strategies that will help reduce the number of injury crashes.

10. ADJOURNMENT
The meeting was adjourned at 7:43 p.m.
Jessica Simulcik Smith, City Clerk

### CITY OF SHORELINE

## SHORELINE CITY COUNCIL SUMMARY MINUTES OF SPECIAL MEETING

Monday, March 31, 2014 Conference Room 303 - Shoreline City Hall 5:45 p.m. 17500 Midvale Avenue North

<u>PRESENT</u>: Mayor Winstead, Deputy Mayor Eggen, Councilmembers McGlashan, Hall,

McConnell, Salomon, and Roberts

STAFF: Debbie Tarry, City Manager; John Norris, Assistant City Manager; Dan

Eernissee, Economic Development Program Manager; Robert Hartwig, Administrative Services Director; Richard Kirkwood, Senior Budget Analyst; Jessica Simulcik Smith, City Clerk; Bonita Roznos, Deputy City Clerk

Jessica Simulcik Simui, City Clerk, Bolinta Rozhos, Deputy City Clerk

<u>GUEST:</u> Chris Austin, Windermere; Sean Hyatt, Mill Creek Residential; Brian Leibsohn,

First Western Properties; Martha Rose, Martha Rose Construction

At 5:32 p.m., the meeting was called to order by Mayor Winstead.

Mayor Winstead opened the meeting with a welcome and introductions.

Dan Eernissee, Economic Development Program Manager provided a brief introduction of the panel: Chris Austin, Real Estate Developer, Windermere, finds land for smaller sized developments, subdivisions and townhouses; Sean Hyatt, Vice President, Mill Creek Residential, develops institutional sized, multi-family projects of 100 plus units; Martha Rose, Owner, Martha Rose Construction, builds two to three high performance spec homes a year and occasionally small commercial projects; Brian Leibsohn, Commercial Development Broker, First Western Properties, represents the Westminster Triangle Property and finds land for small-scale developers. Mr. Eernissee announced David Cutler of GGLO would not be in attendance.

Mr. Eernissee asked the panel for feedback on Shoreline's reputation as viewed by outside developers. Mr. Hyatt responded Shoreline has an above average regional reputation; a good transit system, school district, and park system; and benefits from its proximity to Seattle. He stated the recovery in the south end is still very weak compared to the north end, and further incentives are needed to attract investors. He commented on the concentric rent circle and the high land values due to proximity of Seattle, and made rental cost comparisons in South Lake Union, Shoreline, Mill Creek and Lynnwood. The amount of rent charged in each of these locations is different resulting in developers building where higher rental revenue can be realized since the cost of the building is relatively the same. He informed Council the collapse of the Aurora Square development was outside the Council's scope of decision making and incentives are needed to attract capital investors.

Ms. Rose commented Shoreline residents have a perception that their property is as valuable as property in Seattle. She believes Shoreline provides a better quality of living and is more progressive. She recommends a marketing campaign to highlight Shoreline's Solar Fairs, transit, less traffic, cleaner air, and beauty of the trees. She commented her experience with the permitting process was cumbersome and arduous, and it should not take three years to approve a short plat. When ask what the specific obstacles were, she responded a neighborhood review should not take more than six months and neighbors should not decide who is allowed to build. Delays drive the price up and cannot be recovered by increasing rent. Often neighbors did not attend the required neighborhood meeting and when they did it was not to object to the project. She recommended Shoreline finish the trails, improving Aurora, and develop the Sears Triangle.

Mr. Eernissee commented over the last several years the permitting process has been streamlined and the City needs to work at informing developers.

Mr. Leibsohn commented Shoreline is set up to attract growth but has an identity crisis. Shoreline is commonly overlooked and not seen as a place to invest. He believes its proximity to Seattle and Aurora improvements should be promoted. He inquired as to why the project at Westminster has not taken off and stated Shoreline is not on developers' maps. Shoreline has good housing stock and he recommended marketing community amenities. He concurred that three years for permitting is too long for an investor to take risk and miss the cycle. He commented land value, rental revenue, and housing prices are not the same in Shoreline as they are in Seattle. He recommended revitalization and regeneration of current housing stock (infill of underdeveloped property in Greenwood neighborhood is creating brand new 3000 sq. ft. modern homes in the \$800,000 range); promoting ease of access to Shoreline; creating identity; promoting quality of life; and leveraging the proximity to employment in Seattle.

Mr. Eernissee asked the panel what Shoreline can do to attract investors and development opportunities, and what practices to avoid.

The following strategies were recommended by the developers:

- 1. Good advertising and marketing
- 2. Predictable and quick permitting process
- 3. "Roll out the red carpet"
- 4. Entitlements & incentives (ex. free land, 1<sup>st</sup> 5 people)
- 5. Accommodating and helpful staff
- 6. Consolidation of utilities, one stop shopping, eliminate the need to use separate consultants to navigate process (particularly out of town developers)
- 7. Address the issue of 145 & Aurora
- 8. Promote15 minute bus ride to Seattle as jobs center
- 9. Reduce Automotive Uses and Casinos as they receive negative feedback from developers and are not jobs that attract people to the area
- 10. Need walkability and sidewalks
- 11. Create a University Village
- 12. Promote Shoreline's Seattle address (Zip Code)
- 13. Draw more people to Central Market

- 14. Set-up a onetime review of all processes
- 15. Be faster and centralized on utilities and permitting
- 16. Streamline process
- 17. Offer low impact fees

Council inquired about employment opportunities required to attract investors. Mr. Hyatt commented that national developers are looking for jobs in the area they are building in to ensure tenants can afford to pay rent. Mr. Leibsohn commented Shoreline can play off the proximity of Seattle and other cities' job bases; and stated the question then becomes how easy is it to get to other cities.

Council asked how the requirement for structured parking is received by developers. Mr. Hyatt responded the market is demanding structured parking and there is usually a backlash when no parking is provided. Structured parking costs \$22,000 more per stall than surface parking.

Mr. Eernissee asked the developers to identify justifications for a higher cost of land. Ms. Rose responded the quality of the school district, transits, parks, and minimal traffic.

Councilmembers agreed that Shoreline's amenities are not being appropriately marketed.

Mr. Eernissee asked the panel to identify amenities that will attract investors to Shoreline. Mr. Austin recommended creating a sense of place similar to Vallejo, California with a catalyst project to assemble shops, restaurant and walkable places. Mr. Leisboshn recommended offering an incentive for gentrification for existing properties. Providing an incentive for private businesses to clean up their property will complete the revitalization of Aurora and help the City attract investors. Ms. Rose recommended a permanent structure for a Farmers Market with longer hours to create a sense of place consisting of shops, music and vendors that can expand outward and serve as a town center. She also recommended marketing Shoreline's municipal solar array, which is among the biggest in Washington. Mr. Hyatt recommended creating a restaurant and night life scene, similar to Capitol Hill and Ballard, in a market style development, and reusing existing spaces to support trendy restaurants that will drive residential rental choices and provide activities for people to experience. Mr. Austin recommended marketing the story of the essence of Shoreline, activities in Shoreline, and providing a place where business owners can sell their story.

Council commented on the challenges of encouraging trendy restaurants to open without the customers/residents to support them financially. Mr. Hyatt recommended selecting one area to target efforts and energy, possibly Aurora Square, to provide residents with a place to go and breathe life into the City. Council inquired as to how light rail stations serving as the portals to downtown will effect development. Mr. Hyatt responded transit oriented development is good but cautioned renters will not pay additional rent because transit is coming in six years. Institutional investors look at today's rent and not rental revenue on a six to eight year timeline.

Council and developers discussed the advantages and disadvantages of providing parking at transit stations, including residents driving from home to stations to commute to Seattle for jobs

but also needing residents to remain in Shoreline to support Shoreline's nightlife. The Roosevelt Station was highlighted as a successful station.

Council commented on the benefit of having successful and completed projects to showcase to encourage lenders to underwrite investments. Mr. Leibsohn responded it is helpful for underwriters to see a proven track record and it is challenging to get someone to be the pioneer. Mr. Austin commented on the challenge of finding enough land for large developments, and although townhome cottages are simple, an adequate amount of units are required to produce a return on investment. Mr. Eernissee commented on a transit boulevard to connect the transit station at 185<sup>th</sup> Street to support the development of single family affordable homes.

Council commented on "up-zoning" around light rail stops to attract developers, discussed the impact of the cost of the land to developers, and the potential for sellers to drive up the price of the land. Mr. Austin recommended up-zoning 5:1 with parking below the structure stating anything else compromises the value. Mr. Hyatt recommended over-zoning, and commented that economics plus demand will generate the value of the land. He described a new wood building construction method used in Vancouver, BC allowing exclusively wood framing instead of concrete for midrise units, and recommended adoption of code to allow for this sort of wood construction. Council expressed interest in researching this idea further. Ms. Rose commented on adopting a code to allow carbon intensive building in Shoreline.

Mayor Winstead thanked the panel for their insight, commented the session was extremely valuable, and stated Council may ask them to return for future discussions on Shoreline Development.

Mayor Winstead declared the meeting adjourned at 6:48 p.m.			
Bonita Roznos, Deputy City Clerk			

Council Meeting Date: April 14, 2014 Agenda Item: 7(b)

### CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Approval of Expenses and Payroll as of March 28, 2014

**DEPARTMENT:** Administrative Services

PRESENTED BY: R. A. Hartwig, Administrative Services Director

### **EXECUTIVE / COUNCIL SUMMARY**

It is necessary for the Council to formally approve expenses at the City Council meetings. The following claims/expenses have been reviewed pursuant to Chapter 42.24 RCW (Revised Code of Washington) "Payment of claims for expenses, material, purchases-advancements."

### **RECOMMENDATION**

Motion: I move to approve Payroll and Claims in the amount of the following detail: \$1,401,599.12 specified in

### \*Payroll and Benefits:

			EFT	Payroll	Benefit	
	Payroll	Payment	Numbers	Checks	Checks	Amount
_	Period	Date	(EF)	(PR)	(AP)	Paid
	2/16/14-3/1/14	3/7/2014	54642-54843	13042-13061	56287-56292	\$435,986.99
						\$435,986.99

### \*Wire Transfers:

Wire Transfer	Amount
Number	Paid
1080	\$3,340.00
	\$3,340.00
	Number

### \*Accounts Payable Claims:

Expense	Check	Check	
Register	Number	Number	Amount
Dated	(Begin)	(End)	Paid
3/11/2014	56228	56228	\$4,444.00
3/12/2014	56229	56237	\$18,428.52
3/12/2014	56238	56257	\$87,252.80
3/13/2014	56258	56279	\$52,974.82
3/13/2014	56280	56286	\$623.32
3/20/2014	56293	56309	\$233,944.29
3/20/2014	56310	56322	\$17,331.60
3/20/2014	56323	56339	\$60,073.31

### \*Accounts Payable Claims:

Expense	Check	Check	
Register	Number	Number	Amount
Dated	(Begin)	(End)	Paid
3/20/2014	56340	56345	\$1,372.68
3/20/2014	56346	56346	\$2,012.61
3/20/2014	56347	56348	\$56,089.34
3/24/2014	56349	56350	\$96,344.26
3/25/2014	56350	56350	(\$10.00)
3/26/2014	56351	56365	\$179,201.85
3/26/2014	56366	56381	\$141,121.76
3/26/2014	56382	56396	\$10,910.25
3/26/2014	56397	56399	\$156.72
			\$962,272.13

Approved By: City Manager \_\_\_\_\_ City Attorney \_\_\_\_ S\_\_\_\_\_

### **Expense Register for Wire Transfers**

Check	Payee	Description	Org Key	Amount
	<b>D:</b> WT032614 <b>ite:</b> 03/26/2014			
00001080	DEPT OF REVENUE			
		02/2014 EXCISE TAX	0010000	336.97
		02/2014 EXCISE TAX	1601015	0.01
		02/2014 EXCISE TAX	2410039	96.21
		02/2014 EXCISE TAX	2410040	113.54
		02/2014 EXCISE TAX	2410041	270.10
		02/2014 EXCISE TAX	2410057	22.71
		02/2014 EXCISE TAX	3010000	157.70
		02/2014 EXCISE TAX	4010000	23.73
		02/2014 EXCISE TAX	6500000	2,319.03
			Check Total:	3,340.00
			Total Paid:	3,340.00

Sathetung!	3/26/14
R.A. Hartwig, Administrative Services Director	Date

**Expense Register** 

Check	Payee	Description	Org Key	Amount
Batch Dar Posting Dar	D: O031014A te: 03/11/2014 te: 03/11/2014 PETTY CASH (POLICE)			
00056228	PETTT CASH (POLICE)	INVESTIGATIVE FUNDS	2005033	4,444.00
			Check Total:	4,444.00
			Total Paid:	4,444.00

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers

00056228 through 00056228

Sathetung of	3/11/14
R.A. Hartwig, Administrative Services Director	Date

Check	Payee	Description	Org Key	Amount
Batch II Batch Da Posting Da				
00056229	CENTURYLINK			
0000002		TELEPHONE	1602145	228.52
			Check Total:	228.52
00056230	CITY OF MOUNTLAKE TERRACE			
00020230		VEHICLE REPAIRS	2709113	3,132.49
			Check Total:	3,132.49
00056231	CITY OF SEATTLE			
		UTILITIES/WATER	2409038	166.19
		UTILITIES/WATER	2709054	77.73
			Check Total:	243.92
00056232	CITY OF SEATTLE			
		UTILITIES/ELECTRICITY	2409038	1,556.95
		UTILITIES/ELECTRICITY	2709000	134.30
		UTILITIES/ELECTRICITY	2726168	1,155.97
			Check Total:	2,847.22
00056233	CLEANSCAPES INC.	UTILITIES/TRASH	1700024	848.33
		UTILITIES/TRASH	2709054	1,481.84
		UTILITIES/TRASH	2709169	1,193.59
			Check Total:	3,523.76
00056234	NEXTEL COMMUNICATIONS			
		TELEPHONE	1602145	85.98
		TELEPHONE	2005134	45.24
		TELEPHONE	2713153	42.99
			Check Total:	174.21
00056235	SHORELINE SCHOOL DISTRICT	CDADTAN CVM LITH ITIES	2410041	2 206 00
		SPARTAN GYM UTILITIES		3,306.00
			Check Total:	3,306.00
00056236	SHORELINE WATER DISTRICT	UTILITIES/WATER	1612300	352.81
		O'ILITILS/WAILK		
			Check Total:	352.81
00056237	VERIZON WIRELESS	TELEPHONE	1602018	40.01
		TELEPHONE	1602145	4,539.57
		7b-5		

**Expense Register** 

Check	Payee	Description Org Key	Amount
		TELEPHONE 2410039	40.01
		Check Total:	4,619.59
		Total Paid:	18,428.52

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers

00056229 through 00056237

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R.A. Hartwig, Administrative Services Director	Date

Check	Payee	Description	Org Key	Amount
Batch II Batch Da Posting Da				
00056238	ADVANCED PRO FITNESS REPAIR INC	EQUIPMENT REPAIRS	2410041	1,497.41
			Check Total:	1,497.41
00056239	ALL BATTERY SALES & SERVICE	BATTERY RECYCLING	2708092	176.99
			Check Total:	176.99
00056240	AURORA RENTS INC	OPERATING SUPPLIES	2709054	93.95
			Check Total:	93.95
00056241	AZTECA SYSTEMS INC	ANNUAL SUPPORT	1602145	17,711.63
			Check Total:	17,711.63
00056242	COMPLETE OFFICE	RETAINAGE RELEASE	0010000	2,575.00
			Check Total:	2,575.00
00056243	COSTCO	CREDIT CARD CHARGES CREDIT CARD CHARGES CREDIT CARD CHARGES	2410041 2410057 2506137	58.42 444.95 265.33
			Check Total:	768.70
00056244	GO NATIVES NURSERY	PLANTS FOR RAINGARDEN	3018277	1,845.62
			Check Total:	1,845.62
00056245	GRYPHON TRAINING GROUP INC	REGISTRATION FEE	2005033	450.00
			Check Total:	450.00
00056246	INTL ASSOC OF UNDERCOVER OFFICE	ERS REGISTRATION FEE	2005134	2,475.00
			Check Total:	2,475.00
00056247	KING COUNTY FINANCE	ROAD SERVICES ROAD SERVICES	2914179 2915228	258.70 40.00
		7h.7		

Check	Payee	Description	Org Key	Amount
			Check Total:	298.70
00056248	MAIL N STUFF SERVICES	PRINTING SERVICES	1300008	252.12
		THE THEO SERVICES	Check Total:	252.12
00056249	MICROFLEX			
		TAX AUDIT PROGRAM	1601014	10.88
			Check Total:	10.88
00056250	NISBET,EMILY	REFUND-PARKS PROGRAM	0010000	30.00
			Check Total:	30.00
00056251	NOYES,KARIN	PROFSSIONAL SERVICES	1200000	115.50
			Check Total:	115.50
00056252	POSTMASTER	BULK MAIL POSTAGE	1100001	2,051.88
		BULK MAIL POSTAGE	1300006	12,000.00
			Check Total:	14,051.88
00056253	PROTHMAN COMPANY, THE	PROFESSIONAL SERVICES	2709000	5,191.20
		PROFESSIONAL SERVICES PROFESSIONAL SERVICES	2709054 2709169	5,191.20 1,153.60
			Check Total:	11,536.00
00056254	SEATTLE TIMES,THE	ADVERTISING	1200000	46.83
		ADVERTISING	2506137	343.42
			Check Total:	390.25
00056255	SNOHOMISH COUNTY SHERIFF'S OFFICE	CE JAIL SERVICES	2103027	31,162.05
		VIIII SERVICES	Check Total:	31,162.05
00056256	UNITED REPROGRAPHICS		,	31,102.03
00030230	CIVILD KEI KOOKI I II CS	OFFICE SUPPLIES	2005031	71.18
			Check Total:	71.18
00056257	VENTILATION POWER CLEANING INC	RETAINAGE RELEASE 7b-8	0010000	1,739.94

**Expense Register** 

Check	Payee	Description Org Key	Amount
		Check Total:	1,739.94
		Total Paid:	87,252.80

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers

00056238 through 00056257

Sathetung !	3/14/14	
R.A. Hartwig, Administrative Services Director	Date	_

Check	Payee	Description	Org Key	Amount
Batch ID Batch Dat Posting Dat				
00056258	ARAMARK	MAT SERVICE POLICE STATION	1612300	131.62
			Check Total:	131.62
00056259	CEMEX	ROCK, SAND, ASPHALT	2709054	110.05
			Check Total:	110.05
00056260	COMPUCOM SYSTEMS INC	LICENSE, VISIO STD SNGL LICENSE, ACROBAT 11	1612300 2709000	227.46 277.01
			Check Total:	504.47
00056261	DAVID O DEFENSE PLLC	CONTRACT, CONFLICT PUBLIC	2104030	1,750.00
			Check Total:	1,750.00
00056262	EES CONSULTING INC	CONTRACT, UTILITY	2708052	9,217.60
			Check Total:	9,217.60
00056263	FRUHLING SAND AND TOPSOIL INC	DISPOSAL OF BRUSH, SOD, DIRT	2709054	60.00
			Check Total:	60.00
00056264	GRANICUS INC	CONTRACT, WEBSTREAMING	1602282	1,628.92
			Check Total:	1,628.92
00056265	HERRERA ENVIRONMENTAL CONSUL	CTANTS CONTRACT, ENGINEERING SVCS	3023304	11,016.12
			Check Total:	11,016.12
00056266	INTEGRITY NETWORKS INC	RETAINAGE ON PE #1 7447 CONTRACT, FIBER OPTIC	0010000 2819299	-840.62 1,840.97
			Check Total:	1,000.35
00056267	IRON MOUNTAIN OFF-SITE DATA	OFF-SITE DATA STORAGE	1602145	207.33

Check	Payee	Description	Org Key	Amount
			Check Total:	207.33
00056268	JGM LANDSCAPE ARCHITECTS	CONTRACT, ECHO LAKE PARK	2820293	5,479.26
			Check Total:	5,479.26
00056269	JOYCE'S DOGS	CONTRACT, INSTRUCTOR	2410041	567.00
			Check Total:	567.00
00056270	KING COUNTY FINANCE	CONTRACT, I-NET SERVICES	1602145	1,035.00
			Check Total:	1,035.00
00056271	PACE,LISA	CONTRACT, ARTHRITIS	2410039	255.00
			Check Total:	255.00
00056272	PALADIN DATA SYSTEMS CORP	CONTRACT, DATABASE MONITORING	1602145	325.00
			Check Total:	325.00
00056273	PLANTSCAPES INC	CONTRACT, CITY HALL PLANT	1612300	196.89
			Check Total:	196.89
00056274	PROGRESSIVE ANIMAL WELFARE SO	OCIETY CONTRACT, ANIMAL SHELTER	1705283	1,485.00
			Check Total:	1,485.00
00056275	SIGNAL PERFECTION LTD	CONTRACT, UPGRADE EQUIPMENT	1000000	11,950.85
		contrater, or old IDE Equal MENT	Check Total:	11,950.85
00056276	SITECRAFTING INC			
		CONTRACT, WEB HOSTING	1602282  Check Total:	55.00
00056277	SNOHOMISH PUBLISHING CO INC		Cheen Tolul.	55.00
5555211	SHOHOMISH FUBLISHING CO INC	CONTRACT, PRINTING CURRENTS	1300006	2,363.40
			Check Total:	2,363.40
00056278	STEPHENS,MARY	7h-11		

**Expense Register** 

Check	Payee	Description	Org Key	Amount
		CONTRACT, IN-CUSTODY PUBLIC	2104030	2,101.00
			Check Total:	2,101.00
00056279	VENTILATION POWER CLEANING INC			
		VENTILATION 6320 RETAINAGE	0010000	-73.44
		CONTRACT, STORM DRAINANGE	2709000	1,608.40
			Check Total:	1,534.96
			Total Paid:	52,974.82

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers

00056258 through 00056279

Sathetung!	3/14/14
R.A. Hartwig, Administrative Services Director	Date

Check	Payee	Description	Org Key	Amount
Batch Da	D: O031014D te: 03/13/2014 te: 03/13/2014			
00056280	DEBARTOLO,TOM	EXPENSE REIMBURSEMENT	2005032	40.32
			Check Total:	40.32
00056281	HARRIS,GAIL	EXPENSE REIMBURSEMENT	2005062	247.14
			Check Total:	247.14
00056282	MACCOLL,SCOTT	EXPENSE REIMBURSEMENT	1300007	55.91
			Check Total:	55.91
00056283	NORRIS,JOHN	EXPENSE REIMBURSEMENT	1100001	98.95
			Check Total:	98.95
00056284	ROBERTS, CHRISTOPHER	EXPENSE REIMBURSEMENT	1000000	78.93
			Check Total:	78.93
00056285	SIMULCIK SMITH, JESSICA	EXPENSE REIMBURSEMENT	1200000	24.43
			Check Total:	24.43
00056286	WINSTEAD,SHARI	EXPENSE REIMBURSEMENT	1000000	77.64
			Check Total:	77.64
			Total Paid:	623.32

**Expense Register** 

Check	Payee	Description	Org Key	Amount
		certify under penalty of perjury that the mater r performed as described herein and shown as		
	services rendered of the fabo	00056280 through 000562		
		ue and unpaid obligations against the City of S	horeline and that I am authorize	;d
	to authenticate and certify to	said claims."		
	Sathetay	3/14/14		
	R.A. Hartwig, Administrative	e Services Director Date		

Check	Payee	Description	Org Key	Amount
Batch II Batch Da Posting Da				
00056293	ATWORK!	CONTRACT LANDSCADING	2400028	1 225 20
		CONTRACT, LANDSCAPING	2409038	1,235.39
			Check Total:	1,235.39
00056294	CAPITOL STRATEGIES CONSULTING	CONTRACT, STATE LOBBYING	1300007	5,000.00
			Check Total:	5,000.00
00056295	CODE PUBLISHING COMPANY			,
00030273	CODE I OBLISIM O COM IN I	CONTRACT, CODIFICATION	1200000	164.41
			Check Total:	164.41
00056296	FIGUEROA,PAUL			
		CONTRACT, INSTRUCTOR	2410041	378.00
			Check Total:	378.00
00056297	GARY MERLINO CONSTRUCTION CO	INC CONTRACT, AURORA N 192ND-N	2918161	186,269.45
		CONTRACT, AURORA N 172ND-N	Check Total:	_
			Спеск Гогаг:	186,269.45
00056298	JOHNSTON GROUP LLC	CONTRACT, FEDERAL LOBBYING	1300007	4,150.00
			Check Total:	4,150.00
00056299	KIDZ LOVE SOCCER			_
000302)		CONTRACT, INSTRUCTION	2410041	3,969.00
			Check Total:	3,969.00
00056300	LTI INC			
		NON CORROSION SOLID CHLORINE	2709169	12,126.30
			Check Total:	12,126.30
00056301	ORACLE AMERICA INC	SOFTWARE LICENSE AND SUPPORT	1602282	4,051.28
			Check Total:	4,051.28
0005.000	ODGA DA CIFICING		спеск Тош.	+,031.20
00056302	ORCA PACIFIC INC.	CHLORINE AND MURIATIC ACID	2410039	440.82
			Check Total:	440.82

**Expense Register** 

Check	Payee	Description	Org Key	Amount
00056303	PERTEET INC	CONTRACT, N FORK THORNTON CK	3023295	770.00
			Check Total:	770.00
00056304	RAMERMAN LAW OFFICE PLLC	CONTRACT, LEGAL SERVICES	1500000	10,500.00
			Check Total:	10,500.00
00056305	RED HAWK FIRE & SECURITY	SERVICE CALL, RESET FIRE	1612300	499.13
			Check Total:	499.13
00056306	STERICYCLE INC	DISPOSAL, PATHOGENS	1612300	20.72
		,	Check Total:	20.72
00056307	STRATTON,REBECCAH	CONTRACT, INSTRUCTOR, SEWING	2410041	210.00
		continuer, morkeeron, 52 miles	Check Total:	210.00
00056308	TRUGREEN LANDCARE LLC	CONTRACT, LANDSCAPING	2709054	3,811.79
		CONTRACT, LANDSCALING	Check Total:	3,811.79
00056309	TUCKER,CINDY R.	CONTED A CIT. INCITED I CITOD	2410041	240.00
		CONTRACT, INSTRUCTOR	2410041  Check Total:	348.00 348.00
			Total Paid:	233,944.29

<sup>&</sup>quot;I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers 00056293 through 00056309 and that the claims are just, due and unpaid obligations against the City of Shoreline and that I am authorized to authenticate and certify to said claims."

R.A. Hartwig, Administrative Services Director

Date

Check	Payee	Description	Org Key	Amount
Batch II Batch Da Posting Da				
00056310	AT&T MOBILITY			
		TELEPHONE	1602145	310.44
			Check Total:	310.44
00056311	CENTURYLINK	THE EDITOR OF	1500115	<b>722</b> 00
		TELEPHONE TELEPHONE	1602145 2709000	523.88 44.67
			Check Total:	568.55
00056312	CITY OF SEATTLE	UTILITIES/WATER	1612300	351.94
			Check Total:	351.94
00056313	CITY OF SEATTLE			
		UTILITIES/ELECTRICITY	2709000	37.37
		UTILITIES/ELECTRICITY	2726168	1,226.26
			Check Total:	1,263.63
00056314	COMCAST	HIGH SPEED INTERNET	1602145	8.76
		EOC SERVICES	2005062	21.90
			Check Total:	30.66
00056315	FRONTIER			
		TELEPHONE	1602145	162.28
			Check Total:	162.28
00056316	INTEGRA TELECOM			
		TELEPHONE	1602145	3,194.37
			Check Total:	3,194.37
00056317	MCAFEE	EMAIL PROTECTION	1602145	1,504.47
		EWALLIKOTECTION		
			Check Total:	1,504.47
00056318	RONALD WASTEWATER DISTRICT	UTILITIES/SEWER	1612300	354.36
		UTILITIES/SEWER	2005031	86.67
		UTILITIES/SEWER	2409038	4,964.34
		UTILITIES/SEWER UTILITIES/SEWER	2410039 2712255	3,484.36 220.00
		O HEH IES/SE WER	2112233	220.00

**Expense Register** 

Check	Payee	Description	Org Key	Amount
			Check Total:	9,109.73
00056319	SUPERMEDIA LLC	TELEPHONE	1602145	42.00
			Check Total:	42.00
00056320	USA MOBILITY WIRELESS INC.	TELEPHONE	1602145	35.41
		1344 115112	Check Total:	35.41
00056321	VERIZON		1.5021.15	25.5
		TELEPHONE	1602145  Check Total:	96.65 96.65
00056322	WPX COURIER LLC		Check Total.	70.03
00030322	WIN COOKIEK ELC	COURIER SERVICES COURIER SERVICES	1601015 2400010	623.10 38.37
			Check Total:	661.47
			Total Paid:	17,331.60

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers

00056310 through 00056322

Sathetary !	3/20/14	
R.A. Hartwig, Administrative Services Director	Date	

Check	Payee	Description	Org Key	Amount
Batch II				
Batch Da Posting Da				
00056323	AMERICAN DATA GUARD			
00030323		SHREDDING SERVICES	1601015	25.00
			Check Total:	25.00
00056324	BUILDERS EXCHANGE OF WASHING	TON		
		ONLINE PUBLISHING	1601016	45.75
		ONLINE PUBLISHING	2915228	63.05
		ONLINE PUBLISHING	3009314	45.00
			Check Total:	153.80
00056325	CALPORTLAND CO.	ODED ATINIC CLIDDI IEC	240020	727.40
		OPERATING SUPPLIES	2409038	737.42
			Check Total:	737.42
00056326	CANON FINANCIAL SERVICES INC	EOLHDMENT I EAGE	1601024	564.16
		EQUIPMENT LEASE		564.16
			Check Total:	564.16
00056327	CAREPLUS MEDICAL CENTER	PROFESSIONAL SERVICES	2709169	60.00
		FROFESSIONAL SERVICES		
			Check Total:	60.00
00056328	COMPLETE OFFICE	OPERATING SUPPLIES	1601024	104.03
		0121111110000112120		
			Check Total:	104.03
00056329	COPIERS NORTHWEST	EQUIPMENT MAINTENANCE	1601024	950.57
			Check Total:	950.57
0005-000	FOLCOM AFROLM INTERNORS INC		Check Tolkin	
00056330	FOI COMMERCIAL INTERIORS INC	TASK CHAIR	1612300	1,163.99
			Check Total:	1,163.99
00056221	INFOR PUBLIC SECTOR INC.			_
00056331	INFOR FUDLIC SECTOR INC.	MAINTENANCE AGREEMENT	1602145	50,734.69
			Check Total:	50,734.69
00056332	KING COUNTY FINANCE			
00030332	MING COUNT I HIMINGE	ROAD SERVICES	2709054	3,416.80

Check	Payee	Description	Org Key	Amount
			Check Total:	3,416.80
00056333	LEXISNEXIS	ONLINE CHARGES	1500000	232.15
			Check Total:	232.15
00056334	PITNEY BOWES GLOBAL	EQUIPMENT LEASE	1601024	786.66
			Check Total:	786.66
00056335	SCHOCH, PATRICIA G.	EXPENSE REIMBURSEMENT	2410041	30.66
		EAFENSE REINIBURSEMENT	Check Total:	30.66
00056336	SPECIAL OCCASIONS CATERING			_
		COUNCIL DINNERS	1000000	886.95
00056227	LINUTED DEDDOCD A DIJICS		Check Total:	886.95
00056337	UNITED REPROGRAPHICS	OFFICE SUPPLIES	1800026	16.43
			Check Total:	16.43
00056338	WASHINGTON ASSOC. OF BUILDING	ADVERTISING	1800026	50.00
			Check Total:	50.00
00056339	WASHINGTON STATE PATROL	BACKGROUND CHECKS	1200000	50.00
		BACKGROUND CHECKS BACKGROUND CHECKS	2409038 2410041	50.00 60.00
			Check Total:	160.00
			Total Paid:	60,073.31

**Expense Register** 

Check	Payee	Description	Org Key	Amount
	•	rtify under penalty of perjury that the materials erformed as described herein and shown as che		
	services rendered of the habor p	00056323 through 00056339		
	3	and unpaid obligations against the City of Shor	reline and that I am authorize	ed .
	to authenticate and certify to sai	d claims."		
	Sathetuny!	3/20/14		
	R.A. Hartwig, Administrative So	ervices Director Date		

### **Expense Register**

Check	Payee	Description	Org Key	Amount
Batch II Batch Da Posting Da				
00056340	EGGEN,CHRIS	EXPENSE REIMBURSEMENT	1000000	68.19
			Check Total:	68.19
00056341	GILMORE,ERIC	EXPENSE REIMBURSEMENT	2709000	116.03
			Check Total:	116.03
00056342	HARTWIG,ROBERT	EXPENSE REIMBURSEMENT	1601144	371.21
			Check Total:	371.21
00056343	MARKLE,RACHAEL	EXPENSE REIMBURSEMENT	2506051	725.49
			Check Total:	725.49
00056344	MROZEK, WAYNE	EXPENSE REIMBURSEMENT	2506139	53.76
			Check Total:	53.76
00056345	SALOMON, JESSE	EXPENSE REIMBURSEMENT	1000000	38.00
			Check Total:	38.00
			Total Paid:	1,372.68

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers

00056340 through 00056345

Scathetay	3/20/14
R.A. Hartwig, Administrative Services Director	Date

**Expense Register** 

Check Payee	Description	Org Key	Amount
<b>Batch ID:</b> O031714D			
<b>Batch Date:</b> 03/20/2014			
<b>Posting Date:</b> 03/20/2014			
00056346 US BANK			
	CREDIT CARD CHARGES	1000000	1,152.82
	CREDIT CARD CHARGES	1100001	81.65
	CREDIT CARD CHARGES	1300007	778.14
		Check Total:	2,012.61
		Total Paid:	2,012.61

00056346 through 00056346

Satheting of	3/20/14
R.A. Hartwig, Administrative Services Director	Date

<sup>&</sup>quot;I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers

Check Payee	Description	Org Key	Amount
Batch ID: O031714E Batch Date: 03/20/2014 Posting Date: 03/20/2014 00056347- 00056348 US BANK			
00050348 US BAINK	CDEDIT CARD CHARCES	1000000	747.20
	CREDIT CARD CHARGES CREDIT CARD CHARGES	1000000	747.29
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	1100001 1200000	1,620.42 425.00
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	1300006	34.14
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	1300007	1,035.41
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	1300007	25.98
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	1500008	255.65
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	1601014	425.00
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	1601014	387.86
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	1601013	309.01
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	1601010	839.50
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	1601024	
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	1602018	1,048.13 572.05
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	1602145	321.65
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	1602282	205.17
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	1612300	8,121.44
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	1700024	30.00
	CREDIT CARD CHARGES  CREDIT CARD CHARGES		
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	1800026	1,033.00
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	1900061	295.00
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	2005031	172.13
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	2005033	244.00
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	2005062	126.03
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	2005289	2,417.91
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	2400010	124.53
		2400011	20.50
	CREDIT CARD CHARGES	2408037	758.73
	CREDIT CARD CHARGES	2409038	5,486.95
	CREDIT CARD CHARGES CREDIT CARD CHARGES	2410039	1,961.45
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	2410041 2410057	1,312.79
			1,320.05
	CREDIT CARD CHARGES CREDIT CARD CHARGES	2411042	370.00
		2506046	1,410.57
	CREDIT CARD CHARGES CREDIT CARD CHARGES	2506051 2506127	386.75
		2506137	701.28
	CREDIT CARD CHARGES	2506139	1,284.74
	CREDIT CARD CHARGES	2708052	372.97
	CREDIT CARD CHARGES CREDIT CARD CHARGES	2708092	301.64
	CREDIT CARD CHARGES  CREDIT CARD CHARGES	2709000	3,146.25
		2709054	2,786.46
	CREDIT CARD CHARGES CREDIT CARD CHARGES	2709113	1,587.44
		2709169	1,662.38
	CREDIT CARD CHARGES	2713065	51.24
	CREDIT CARD CHARGES	2713153	81.51
	CREDIT CARD CHARGES	2713241	825.26
	CREDIT CARD CHARGES	2713291	312.00
	CREDIT CARD CHARGES	2726168	467.63
	CREDIT CARD CHARGES	2820292	7,492.01
	CREDIT CARD CHARGES	2913063	813.71
	CREDIT CARD CHARGES	2915228	82.13

**Expense Register** 

Check	Payee	Description	Org Key	Amount
		CREDIT CARD CHARGES CREDIT CARD CHARGES	2918161 3013064	120.60 156.00
			Check Total:	56,089.34
			Total Paid:	56,089.34

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers

00056348 through 00056348

Sattertung!	3/21/14
R.A. Hartwig, Administrative Services Director	Date

**Expense Register** 

Check	Payee	Description	Org Key	Amount
Batch II Batch Da Posting Da	<b>te:</b> 03/24/2014			
00056349	CLEAR CHANNEL OUTDOOR INC.	AURORA CONDEMNATION	2918161	96,334.26
			Check Total:	96,334.26
00056350	KING COUNTY RECORDER	AURORA CONDEMNATION TAX AFF	2918161	10.00
			Check Total:	10.00
			Total Paid:	96,344.26

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers

**00056349** through **00056350** 

and that the claims are just, due and unpaid obligations against the City of Shoreline and that I am authorized to authenticate and certify to said claims."

R.A. Hartwig, Administrative Services Director

3/24/14

Date

### **City of Shoreline**

**Expense Register** 

Check	Payee	Description	Org Key	Amount
	D: V032414A te: 03/25/2014 te: 03/25/2014 KING COUNTY RECORDER			
00030330	KING COUNT I RECORDER	AURORA CONDEMNATION TAX AFF	2918161	-10.00
			Check Total:	-10.00
			Total Paid:	-10.00

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers

00056350 through 00056350

and that the claims are just, due and unpaid obligations against the City of Shoreline and that I am authorized to authenticate and certify to said claims."

Sathetung!	3/26/14	
R.A. Hartwig, Administrative Services Director	Date	

# City of Shoreline Expense Register

Check	Payee	Description	Org Key	Amount
Batch II Batch Dat Posting Dat				
00056351	CLEARCREEK CONTRACTORS INC	CONTRACT, 2013 HIDDEN LAKE RETAINAGE ON PE #1 7118	3009312 4010000	109,359.84 -4,993.60
			Check Total:	104,366.24
00056352	DAMES,JOEL	CONTRACT, PHOTOGRAPHY CONTRACT, PHOTOGRAPHY	1300006 2400011	441.00 1,575.00
		CONTRACT, PHOTOGRAPH I	Check Total:	2,016.00
00056353	DKS ASSOCIATES	CONTRACT, TRAFFIC SIGNAL	2915228	12,269.01
			Check Total:	12,269.01
00056354	EARTHCORPS	CONTRACT, ENVIRO RESTORATION	2820240	4,566.15
			Check Total:	4,566.15
00056355	FALCONER GROUP, THE	CONTRACT, FACILITATE	1601144	6,222.50
			Check Total:	6,222.50
00056356	H W LOCHNER INC	CONTRACT, TRAFFIC	2914179	1,998.89
			Check Total:	1,998.89
00056357	MEIER,MELISSA	CONTRACT, INSTRUCTOR ART	2410041	470.40
			Check Total:	470.40
00056358	NIELD,ROBIN LEANN	CONTRACT, INSTRUCTOR, TEACH	2410041	115.50
			Check Total:	115.50
00056359	NORTHWEST CASCADE INC.	RENTAL, SANICANS	2409038	561.00
			Check Total:	561.00
00056360	NOYES,KARIN	CONTRACT, MINUTE WRITING	2506137	280.50

### **City of Shoreline**

**Expense Register** 

Check	Payee	Description	Org Key	Amount
			Check Total:	280.50
00056361	PRO TEAM JANITORIAL			
00020201		JANITORIAL SVCS, CITY HALL	1612300	4,073.13
		JANITORIAL SVCS, POLICE ADM	2005031	975.49
		JANITORIAL SVCS, TWIN PONDS	2409038	4,586.44
		JANITORIAL SVCS, POOL	2410039	1,791.72
		JANITORIAL SVCS, REC CENTER	2410041	4,039.88
		JANITORIAL SVCS, REC CENTER	2410057	572.73
			Check Total:	16,039.39
00056362	RED HAWK FIRE & SECURITY			
00030302	RED HAWKTIKE & SECORIT I	CONTRACT, REMOVE AND REPLACE	1612300	4,560.68
			Check Total:	4,560.68
00056262	CHORELINE COMMUNITY COLLECE			
00056363	SHORELINE COMMUNITY COLLEGE	CONTRACT, SMALL BUSINESS	2506046	8,333.34
			Check Total:	8,333.34
00056264	GVD DEGICAL COMPANY			
00056364	SVR DESIGN COMPANY	CONTRACT, SURFACE WATER	3018277	16,786.25
			Check Total:	16,786.25
				10,700.20
00056365	WALGREEN CO	LEASE, PARKING SPACES	1128310	616.00
		,		
			Check Total:	616.00
			Total Paid:	179,201.85

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers

00056351 through 00056365

and that the claims are just, due and unpaid obligations against the City of Shoreline and that I am authorized to authenticate and certify to said claims."

Sathertung of	3/26/14	
R.A. Hartwig, Administrative Services Director	Date	_

# City of Shoreline Expense Register

Batch Date: Posting Date: 00056366	O032414B 03/26/2014 03/26/2014 CITY OF SEATTLE CITY OF SEATTLE	UTILITIES/WATER  UTILITIES/ELECTRICITY UTILITIES/ELECTRICITY	2409038  Check Total:  2409038 2709000  Check Total:	3,083.00 3,083.00 305.71 18.79 324.50
00056366 C	CITY OF SEATTLE	UTILITIES/ELECTRICITY UTILITIES/ELECTRICITY	Check Total: 2409038 2709000	3,083.00 305.71 18.79
		UTILITIES/ELECTRICITY UTILITIES/ELECTRICITY	Check Total: 2409038 2709000	3,083.00 305.71 18.79
		UTILITIES/ELECTRICITY	2409038 2709000	305.71 18.79
		UTILITIES/ELECTRICITY	2709000	18.79
00056368 F	FEDEX	UTILITIES/ELECTRICITY	2709000	18.79
00056368 F	<sup>F</sup> EDEX		-	_
00056368 F	FEDEX		Check Total:	324.50
00056368 I	FEDEX			
			1.501111	
		DELIVERY CHARGES DELIVERY CHARGES	1601144 2709169	7.65 3.64
			Check Total:	11.29
00076260	SD ON THE D			_
00056369 F	FRONTIER	TELEPHONE	2709000	63.80
			Check Total:	63.80
00056370 I	KING COUNTY RECORDER	DD I W DOWN I GGOVD W	120000	1 000 00
		DRAW DOWN ACCOUNT	1200000	1,000.00
			Check Total:	1,000.00
00056371 N	NI GOVERNMENT SERVICES INC.			
		TELEPHONE	2005062	85.54
			Check Total:	85.54
00056372 F	PROTHMAN COMPANY, THE			
		PROFESSIONAL SERVICES PROFESSIONAL SERVICES	2709000	2,595.60
		PROFESSIONAL SERVICES PROFESSIONAL SERVICES	2709054 2709169	2,595.60 576.80
			Check Total:	5,768.00
<b>-</b>	WATER GOLD TO THE GIVE			_
00056373 F	PUGET SOUND ENERGY	UTILITIES/GAS	2409038	35.47
		UTILITIES/GAS	2410039	5,045.71
			Check Total:	5,081.18
00056374 S	G LAND GROUP LLC			
		GUARANTEE RELEASE	6500000	47,287.00
			Check Total:	47,287.00

### **City of Shoreline**

**Expense Register** 

ELINE FIRE DEPT  ELINE SCHOOL DISTRICT  ELINE WATER DISTRICT	FIRE PREMIT RENEWAL  02/2014 FUEL USAGE 02/2014 FUEL USAGE	1612300	467.25 467.25 24.23 4,152.94
	02/2014 FUEL USAGE	Check Total:  2506060 2709113	24.23 4,152.94
		2506060 2709113	24.23 4,152.94
		2709113	4,152.94
ELINE WATER DISTRICT		2709113	4,152.94
ELINE WATER DISTRICT	02/2014 FUEL USAGE	-	
ELINE WATER DISTRICT		Check Total:	
ELINE WATER DISTRICT			4,177.17
	UTILITIES/WATER	2409038	1,353.25
		Check Total:	1,353.25
AGE COURT OF SHORELINE			
	STORAGE UNIT RENTAL	2726168	248.00
		Check Total:	248.00
ED REPROGRAPHICS			
	OFFICE SUPPLIES	2005031	27.38
		Check Total:	27.38
N HOUSE			
N HOUSE	GUARANTEE RELEASE	6500000	71,912.00
		Check Total:	71,912.00
COLIDIED I I C			
COURIER LLC	COURIER SERVICES	1601015	232.40
		Check Total:	232.40
	ED REPROGRAPHICS  N HOUSE  COURIER LLC	OFFICE SUPPLIES  N HOUSE  GUARANTEE RELEASE  COURIER LLC	OFFICE SUPPLIES  Check Total:  N HOUSE  GUARANTEE RELEASE  6500000  Check Total:  COURIER LLC  COURIER SERVICES  1601015

<sup>&</sup>quot;I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers

00056366 through 00056381

and that the claims are just, due and unpaid obligations against the City of Shoreline and that I am authorized to authenticate and certify to said claims."

Sathetung !	3/26/14
R.A. Hartwig, Administrative Services Director	Date

# City of Shoreline Expense Register

Check	Payee	Description	Org Key	Amount
Batch II Batch Da Posting Da				
00056382	ALL BATTERY SALES & SERVICE	BATTERY RECYCLING	2708092	64.17
			Check Total:	64.17
00056383	AMERICAN DATA GUARD	SHREDDING SERVICES	2005031	50.00
			Check Total:	50.00
00056384	AMERICAN PLANNING ASSOC	ADVERTISING	1800026	50.00
			Check Total:	50.00
00056385	ASSOCIATION OF WASHINGTON CIT	IES TRAVEL EXPENSES	1000000	245.86
			Check Total:	245.86
00056386	BAE URBAN ECONOMICS INC	PROFESSIONAL SERVICES	2506137	2,751.08
		TROLESSION IL SERVICES	Check Total:	2,751.08
00056387	DEPT OF TRANSPORTATION	TRAFFIC SERVICES	2709054	1,060.39
		TRAFFIC SERVICES	Check Total:	1,060.39
00056388	DEPT OF TRANSPORTATION	DDOUGCT COSTS	2012062	711 22
		PROJECT COSTS	2913063  Check Total:	711.23 711.23
00056389	FIRST AMERICAN TITLE INSURANCE			
		PROFESSIONAL SERVICES	2819298  Check Total:	2,264.46 2,264.46
00056390	FLEX PLAN SERVICES		Check Total.	2,201.10
		MONTHLY PROCESSING	1800026	1,019.10
00056391	GLENN CONSULTING INC		Check Total:	1,019.10
		REGISTRATION FEE	2918151	330.00
			Check Total:	330.00

### **City of Shoreline**

**Expense Register** 

Check	Payee	Description	Org Key	Amount
00056392	GOVERNMENTJOBS.COM INC.	LICENSE FEE	1800026	1,368.75
		LICENSE FEE	Check Total:	
			Спеск Гонан:	1,368.75
00056393	HAINES,PAULA	REFUND-PARKS PROGRAM	0010000	549.90
			Check Total:	549.90
00056394	KC PET LICENSE			
		PET LICENSES	6500000	140.00
			Check Total:	140.00
00056395	SEATTLE CASCADE SYNCHRONIZED	ST REFUND-PARKS PROGRAM	0010000	205 21
		REFUND-PARKS PROGRAM		205.31
			Check Total:	205.31
00056396	WSDOT/LTAP CENTER	REGISTRATION FEE	2709054	100.00
			Check Total:	100.00
			T-4-1 D-11	
			Total Paid:	10,910.25

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers 00056382 through 00056396

and that the claims are just, due and unpaid obligations against the City of Shoreline and that I am authorized to authenticate and certify to said claims."

Statuting	3/26/14	
R.A. Hartwig, Administrative Services Director	Date	

### **City of Shoreline**

**Expense Register** 

Check	Payee	Description	Org Key	Amount
Batch II Batch Da Posting Da	te: 03/26/2014 te: 03/26/2014			
00056397	BARRETT,PAM	EXPENSE RIMBURSEMENT	2411042	112.82
			Check Total:	112.82
00056398	COHEN,PAUL	EXPENSE RIMBURSEMENT	2506137	30.80
			Check Total:	30.80
00056399	WINSTEAD,SHARI	EXPENSE RIMBURSEMENT	1000000	13.10
			Check Total:	13.10
			Total Paid:	156.72

"I the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and shown as check numbers

00056397 through 00056399

and that the claims are just, due and unpaid obligations against the City of Shoreline and that I am authorized to authenticate and certify to said claims."

Scathelings	3/26/14	
R.A. Hartwig, Administrative Services Director	Date	

Council Meeting Date: April 14, 2014 Agenda Item: 7(c)

## CITY COUNCIL AGENDA ITEM CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Adoption of Proposed Ordinance No. 684 Updating Record Keeper

and Authorizing Rulemaking for Investment Policies in Shoreline

Municipal Code Chapter 2.30

**DEPARTMENT:** City Attorney

City Manager's Office

PRESENTED BY: Ian Sievers, City Attorney

John Norris, Assistant City Manager

**ACTION:** X Ordinance Resolution Motion

Discussion Public Hearing

#### PROBLEM/ISSUE STATEMENT:

In June 2012, the Council approved an Oversight and Investment Policy ("Policy") in conjunction with the beginning of a new record keeping agreement with TIAA-CREF for the City's Section 401a Social Security Replacement Plan and its Section 457(b) Deferred Compensation Plan. This Policy designated the City Manager as plans administrator and created an investment oversight committee to advise the City Manager. Proposed Ordinance No. 684 clarifies the rulemaking authority of the City Manager in Shoreline Municipal Code Chapter 2.30, allowing administrative changes to the Policy itself in addition to changing investments selected for the two plans. Proposed Ordinance No. 684 also removes specific plan record keepers from the code.

#### **DISCUSSION:**

On March 31, Council discussed proposed Ordinance No. 684. A copy of the staff report for this discussion can be found at the following link: <a href="http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2014/staffreport033114-8a.pdf">http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2014/staffreport033114-8a.pdf</a>.

As was noted on March 31, proposed Ordinance No. 684 amends Chapter 2.30 of the Shoreline Municipal Code to clarify responsibilities and rulemaking authority of the City Manager to avoid Council action to amend the Policy benchmarks when they become obsolete or when regulations require new Policy provisions or a restatement of fiduciary duties. With adoption of proposed Ordinance No. 684, these changes may be implemented by the City Manager.

As well, potential future changes include setting investment types, criteria for retention and selection of individual investments, and benchmarks for applying these criteria. This rulemaking delegation will avoid Council action for changes for legal compliance or plan options and is consistent with the current Policy's designation of the City Manager to "state expectations and objectives in the investment of plan assets."

Proposed Ordinance No. 684 also removes references to PEBSCO, the original record keeper for the 401(a) plan and Nationwide, past record keeper for the 457(b) plan. This reference has become outdated with the City's new record keeper, TIAA-CREFF. Under the City's Purchasing Ordinance, substantial service contracts are required to be filled through an RFP process to provide opportunity for vendors and better services and price through competition. Codification of any particular record keeper is therefore unnecessary and cumbersome to change.

Council did not have any questions of staff or concerns with proposed Ordinance No. 864 when Council discussed this item on March 31.

#### **RESOURCE/FINANCIAL IMPACT:**

There will be a small savings in Code publication costs and savings in staff time needed to prepare council agenda actions for often technical changes to the Oversight and Investment Policy.

#### **RECOMMENDATION**

Staff recommends that Council adopt proposed Ordinance No. 684 amending SMC Chapter 2.30 *Public Employees Retirement System and Benefits* to remove references to a contract record keeper and allow rulemaking for investment policies.

#### **ATTACHMENTS:**

Attachment A – Proposed Ordinance No. 684

Approved By: City Manager DT City Attorney IS

7c-2

#### **ORDINANCE NO. 684**

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON DELETING DESIGNATION OF RECORD KEEPER AND PROVIDING RULEMAKING FOR EMPLOYEE SELF-DIRECTED RETIREMENT PLANS; AND AMENDING SHORELINE MUNICIPAL CODE CHAPTER 2.30

WHEREAS, upon incorporation the City of Shoreline authorized a money purchase pension plan under Internal Revenue Code 401(a) as a qualifying program in lieu of participation in the Social Security Program with the City Manager designated as plan administrator; and

WHEREAS, the City has also adopted an self-directed deferred compensation retirement plan for employees under IRC Section 457(b) which should be added to Chapter 2.30 with the City Manager as plan administrator; and

WHEREAS, record keepers are replaced periodically for these city administered retirement plans to take advantage of cost savings through technology and economies of scale as plan assets grow, and record keepers should not be included in Chapter 2.30; and

WHEREAS, the City Manager should be authorized to establish investment policy for the 401(a) and 457(b) retirement plans in addition to responsibility as plan administrator under the record keeping agreements; now therefore

## THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON DO ORDAIN AS FOLLOWS:

**Section 1. Amendment.** Shoreline Municipal Code Sections 2.30.010, 2.30.030, 2.30.050 are amended and Sections 2.30.020 and 2.30.040 are repealed as set forth below:

### Chapter 2.30 PUBLIC EMPLOYEES RETIREMENT SYSTEM AND BENEFITS

#### 2.30.010 Authorization to participate.

The city authorizes and approves participation and membership of its eligible employees and appointive and elected officials both in the Washington Public Employees Retirement System pursuant to RCW 41.40.062 and the money purchase pension plan administered by the Public Employees Benefits Services Corporation (PEBSCO) pursuant to Section 401(a) of the Internal Revenue Code of 1986, as amended and a self-directed deferred compensation retirement plan administered pursuant to Section 457(b) of the Internal Revenue Code, as amended (collectively Retirement Plans); and authorizes the expenditure of the necessary funds to cover its

proportionate share for participation in the PEBSCO money purchase pension plan, both-in lieu of contributions to the Federal Social Security Program. Participation in the PEBSCO money purchase pension plan and/or the PERS Plan is hereby declared to be the city's qualifying retirement program in lieu of participation in the Federal Social Security System under Internal Revenue Code Section 3121(b)(7).

#### 2.30.020 Appointing Public Employees Benefit Services Corporation.

The city of Shoreline appoints Public Employees Benefit Services Corporation (PEBSCO) to provide record keeping, employee education and other technical and administrative services relating to the plan.

#### 2.30.<del>030</del> <u>020</u> Implementation of plans.

The city of Shoreline hereby authorizes and directs the city manager to perform all acts and sign all documents necessary to put said plans into operation. The city manager or his/her designee is authorized and directed to file an application, together with any supporting documents, with the United States Treasury Department, with a request for a determination that the defined contribution plan meets the requirements of Internal Revenue Code Section 401(a) and execute such powers of attorney, schedules and other documents as may be necessary and required in connection with such application. Further, the city manager or his/her designee is authorized and empowered in the city manager's or his/her designee's discretion to execute such further amendments to such plan as may be required in order to obtain the approval of the United States Treasury Department, if, in the city manager's or his/her designee's judgment, such amendments are in the best interests of the city.

The city manager or his/her designee is hereby appointed as trustee and administrator of the retirement plans. The city manager shall provide qualified record keeping, employee education and other technical, financial and administrative services relating to the plans pursuant to city purchasing policies and procedures. The city manager is authorized to promulgate policies and procedures necessary to maintain the plans' legal compliance, establish expectations and objectives for investments available for employees' self-directed pension funds, select investment options for retirement plans, recommend plan fees necessary to pay the plan record keeper and other necessary

plan expenses, and provide timely information to employees regarding fees and investment alternatives.

#### 2.30.040 Appointing trustee.

Effective Date: , 2014

The city manager or his/her designee is hereby appointed as trustee and upon acceptance, by executing the adoption agreement of said plan, shall receive the necessary reports, notices, etc. from Public Employees Benefit Services Corporation (PEBSCO) and Nationwide Life Insurance Company pursuant to the interim city manager's September 11, 1995, memorandum, a copy of which is attached to the ordinance codified in this section and on file in the office of the city clerk.

[ Remaining sections .050 and .060 renumbered as .030 and .040 respectively]

**Section 3. Publication and Effective Date.** A summary of this Ordinance consisting of the title shall be published in the official newspaper. This Ordinance shall take effect five days after publication.

#### PASSED BY THE CITY COUNCIL ON APRIL 14, 2014.

	Mayor Shari Winstead
ATTEST:	APPROVED AS TO FORM:
Jessica Simulcik-Smith	Ian Sievers
City Clerk  Date of Publication: 2014	City Attorney

Council Meeting Date: April 14, 2014 Agenda Item: 7(d)

#### CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adoption of Ordinance No. 685, Amending the 2014 Budget for Uncompleted 2013 Capital and Operating Projects and Increasing Appropriations in the 2014 Budget
DEPARTMENT:	Administrative Services
PRESENTED BY:	Robert Hartwig, Administrative Services Director
ACTION:	X Ordinance Resolution Motion
	Discussion Public Hearing

#### PROBLEM/ISSUE STATEMENT:

Shoreline's budget is adopted on a calendar year basis. Any appropriations that are not expended lapse at the end of each year. However, City operations are ongoing and frequently span two or more calendar years. In order to resolve this year end situation, cities carry over, or re-appropriate, some of the unspent funds from one year into the next when necessary.

Proposed Ordinance No. 685, which is attached to this staff report as Attachment A, reappropriates \$2,628,169 for various projects that need to continue in 2014. It also amends various 2014 budgets by \$1,649,963 for revenue sources and expenditures that were not anticipated when the 2014 budget was prepared.

#### **FINANCIAL IMPACT:**

In total, proposed Ordinance No. 685 would amend the City's budget by increasing it roughly \$4.3 million. This would bring the total 2014 budget to roughly \$77 million. After the effect of these changes, the City's available 2014 fund balance is expected to exceed the projected fund balance in the 2014 budget book by over \$1.9 million.

#### RECOMMENDATION

As this is an item of routine nature, no discussion by the City Council is required by Council rule. Staff recommends that Council approve Ordinance No. 685, amending the 2014 budget.

Approved By:	City Manager <u>DT</u>	City Attorney <u>IS</u>
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#### **BACKGROUND**

Shoreline's budget is adopted on a calendar year basis. Any appropriations that are not expended lapse at the end of each year. However, City operations are ongoing and frequently span two or more calendar years. In order to resolve this year end situation, cities "carry over" or "re-appropriate" some of the unspent funds from one year into the next when necessary.

#### DISCUSSION

#### **Re-appropriations**

Proposed Ordinance No. 685 would re-appropriate just over \$2.6 million from 2013 to 2014 for several projects. Among other reasons re-appropriations often happen for very large projects, projects started later in a calendar year, and projects that experience unforeseen delays. Only the amount necessary to complete the project is actually reappropriated into the succeeding year. Although most projects are capital in nature, some of these projects relate to operations. Attachment B to this staff report provides a table that summarizes the re-appropriation requests by fund.

#### **Budget Amendments**

In addition to the re-appropriations and the budget revision, Ordinance No. 685 also amends the 2014 budget by almost \$1.65 million for several operating and capital improvement plan (CIP) items. The proposed revisions are as follows:

#### **Operating Revisions - General Fund**

- Increase the appropriation in IT Operations by \$5,000 to fund an inventory of the City's fiber infrastructure and to provide 'as built' drawings. This project will be funded from 2013 savings from the IT Division budget.
- Increase the appropriation in IT Operations by \$8,500 to upgrade the Adobe
  Acrobat software currently used by over 70 city staff. The City is currently two
  upgrades behind and the newer version will provide enhancements that will
  benefit all users. This project will be funded from 2013 savings from the IT
  Division budget.
- Increase the appropriation in IT Operations by \$50,000 to replace the current email archiving software. Email archiving is required in order to meet the City's public record retention requirements and the City's current system will not continue to provide the technology needed to track all requirements such as meta data. This project will fund a consultant to assess our current environment, identify requirements and assist in the development of an RFP for the purchase and implementation of replacement software. This project will be funded from 2013 savings within the Administrative Services Department.
- Increase the appropriation by \$10,000 in the Parks Administration program to support the Street Tree Maintenance program. In the past, the funding was included in the Street Maintenance budget; however the duties have been transferred from Public Works to Parks staff. This change will place the necessary funding in the appropriate department.

 Increase the appropriation by \$500 in the Parks Teen/Youth Development program to recognize funding received in late 2013 from the Raikes Foundation.

#### **Operating Revisions - Public Arts Fund**

 Use available fund balance to increase the appropriation by \$5,643 to purchase and install permanent art at locations identified by the Park Board Art Committee.

#### **CIP Revisions - Roads Capital Fund**

- Increase the appropriation in the Traffic Signal Rehab Program by \$31,264 to fully implement the improvements funded by a Highway Safety Improvement Program (HSIP) Grant.
- Increase the 2014 appropriation for the Aurora Ave. N project by \$1,511,306. These funds are included in the current total project budget, but were programmed to occur in future years. This amendment will move the funding appropriation forward into 2014 to match the current project schedule.

#### **CIP Revisions - Surface Water Utility Fund**

Increase the appropriation by \$4,750 in the Surface Water Management program
to provide financial assistance to local businesses that install secondary
containment (source control) to reduce risk of spills from business practices.
This increase is supported by \$4,750 from WA State Department of Ecology
Local Source Control Grant.

All of these requested changes are outlined in Attachment C to this staff report – Budget Amendment Detail.

#### **ALTERNATIVES ANALYZED**

#### Alternative 1: Take no action

If the Council chose not to approve this budget amendment either the projects that were initiated in 2013 would not be completed or to complete the projects, monies that were budgeted for 2014 programs would need to be redirected for the completion of projects already in progress. In the case of capital projects, there would not be sufficient budget authority to complete ongoing projects. For those projects that are not part of the reappropriation process, there would not be budget authority to proceed with the projects.

#### Alternative 2: Approve Ordinance No. 685 (Recommended)

Approval of proposed Ordinance No. 685 will provide the budget authority for the completion of projects that were initiated in 2013 without negatively impacting the programs and projects that are to be provided in 2014. Also the budget amendment will result in accurately reflecting the anticipated expenditures in the City's operating and capital funds.

#### **FINANCIAL IMPACT**

The following tables summarize the budget amendment request for each of the affected City funds and the impact that this has on the City's reserve levels. In total, proposed Ordinance No. 685 would amend the City's budget by increasing it roughly \$4.3 million. This would bring the total 2014 budget to roughly \$77 million. After the effect of these changes, the City's available 2014 fund balance is expected to exceed the projected fund balance in the 2014 budget book by over \$1.9 million.

	2014 Current	Current 2014 Budget Carryove		Amended 2014	Total Change in
	Budget	Amendment	Amount	Budget	Budget
	(A)	(C)	(C) (D) (E)		(F)
Fund				(A +C+D)	(E-A)
General Fund	\$36,113,716	\$ 97,000	\$ 632,297	\$ 36,843,013	\$ 729,297
Street Fund	1,999,037			1,999,037	=
Public Arts Fund	49,408	5,643	-	55,051	5,643
Federal Criminal Forfeiture Fund	254,845		61,465	316,310	61,465
General Capital Fund	4,113,532		764,939	4,878,471	764,939
City Facilities-Major Maintenance Fund	50,000		40,000	90,000	40,000
Roads Capital Fund	21,372,851	1,542,570	688,578	23,603,999	2,231,148
Surface Water Utility Fund	5,222,967	4,750	375,234	5,602,951	379,984
Equipment Replacement Fund	61,597		65,656	127,253	65,656
All Other Funds	3,768,940		-	3,768,940	-
Total	\$73,006,893	\$ 1,649,963	\$2,628,169	\$ 77,285,025	\$ 4,278,132

Fund	Projected 2014 Beginning Fund Balance (A)		Actual 2014 Beginning Fund Balance (B)		Total Carryovers/ Budget Amendment Request (C)				Resulting 2014 Available Beginning Fund Balance (E) (B - C+D)		Amount Over/(Under) Projected Beginning Fund Balance (F) (A-E)	
General Fund	\$	9,390,143	\$	11,259,767	\$	729,297	\$	158,115	\$	10,688,585	\$	1,298,442
Public Arts Fund		203,606		251,802	\$	5,643	\$	-		246,159	\$	42,553
Federal Criminal Forfeiture Fund		1,717,137		1,786,487		61,465		-		1,725,022		7,885
General Capital Fund		2,132,126		3,047,820		764,939		71,114		2,353,995		221,869
City Facility Major Maintenance Fund		151,060		190,702		40,000		-		150,702		(358)
Roads Capital Fund		2,882,527		3,062,426		2,231,148		2,045,887		2,877,165		(5,362)
Surface Water Utility Fund		2,603,478		3,296,851		379,984		50,903		2,967,770		364,292
Equipment Replacement Fund		2,172,266		2,245,378		65,656		-		2,179,722		7,456
Total	\$	21,252,343	\$	25,141,233	\$ -	4,278,132	\$	2,326,019	\$	23,189,120	\$	1,936,777

#### RECOMMENDATION

As this is an item of routine nature, no discussion by the City Council is required by Council rule. Staff recommends that Council approve Ordinance No. 685, amending the 2014 budget.

#### **ATTACHMENTS:**

Attachment A: Proposed Ordinance No. 685
Attachment B: 2014 Re-appropriations by Fund

Attachment C: Budget Amendment Detail

#### ORDINANCE NO. 685

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, AMENDING ORDINANCE NO. 678 BY INCREASING THE APPROPRIATION IN THE GENERAL FUND, PUBLIC ARTS FUND, FEDERAL CRIMINAL FORFEITURE FUND, GENERAL CAPITAL FUND, CITY FACILITIES MAJOR MAINTENANCE FUND; ROADS CAPITAL FUND; SURFACE WATER UTILITY FUND AND EQUIPMENT REPLACEMENT FUND.

WHEREAS, the 2014 Budget was adopted in Ordinance No. 678; and

WHEREAS, the 2014–2019 Capital Improvement Plan was adopted in Ordinance No. 678; and

WHEREAS, the 2014 Budget has assumed completion of specific capital improvement projects in 2013; and

WHEREAS, some of these capital projects were not completed and need to be continued and completed in 2014; and

WHEREAS, various projects were included in the City's 2013 operating budget and were not completed during 2013; and

WHEREAS, due to these 2013 projects not being completed, the 2013 ending fund balance and the 2014 beginning fund balance for the General Fund, Public Arts Fund, Federal Criminal Forfeiture Fund, General Capital Fund, City Facilities Major Maintenance Fund, Roads Capital Fund, Surface Water Utility Fund and Equipment Replacement Fund is greater than budgeted; and

WHEREAS, the City wishes to appropriate a portion of these greater than budgeted beginning fund balances in 2014 to complete 2013 work and to include additional projects that were unknown needs when the 2014 budget was adopted; and

WHEREAS, the City of Shoreline is required by RCW 35A.33.00.075 to include all revenues and expenditures for each fund in the adopted budget; and

## NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON DO ORDAIN AS FOLLOWS:

**Section 1. Amendment.** The City hereby amends Section 2 of Ordinance No. 678, the 2014 Final Budget, by increasing the appropriation from the General Fund by \$729,297; for the Public Arts Fund by \$5,643; for the Federal Criminal Forfeiture Fund by \$61,465; for the General Capital Fund by \$764,939; for the City Facilities Major Maintenance Fund by \$40,000; for the Roads Capital Fund by \$2,231,148; for the Surface Water Utility Fund by \$379,984; for the Equipment Replacement Fund by \$65,656; and by increasing the Total Funds appropriation to \$77,285,025 as follows:

	Current Appropriation	Revised Appropriation
	<u></u>	<u></u>
General Fund	<del>\$36,113,716</del>	\$36,843,013
Street Fund	1,999,037	
Code Abatement Fund	100,000	
State Drug Enforcement Forfeiture Fund	13,800	
Public Arts Fund	<del>49,408</del>	55,051
Federal Drug Enforcement Forfeiture Fund	20,750	
Property Tax Equalization Fund	\$0	
Federal Criminal Forfeiture Fund	<del>254,845</del>	316,310
Revenue Stabilization Fund	\$0	
Unltd Tax GO Bond 2006	1,709,050	
Limited Tax GO Bond 2009	1,662,567	
General Capital Fund	4,113,532	4,878,471
City Facility-Major Maintenance Fund	<del>50,000</del>	90,000
Roads Capital Fund	<del>21,372,851</del>	23,603,999
Surface Water Capital Fund	<del>5,222,967</del>	5,602,951
Vehicle Operations/Maintenance Fund	245,273	
Equipment Replacement Fund	<del>61,597</del>	127,253
Unemployment Fund	17,500	
Total Funds	<del>\$73,006,893</del>	\$77,285,025

**Section 3. Effective Date**. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. The ordinance shall take effect and be in full force five days after passage and publication.

### PASSED BY THE CITY COUNCIL ON APRIL 14, 2014

	Mayor Shari Winstead
ATTEST:	APPROVED AS TO FORM:
Jessica Simulcik-Smith City Clerk	Ian Sievers City Attorney
Publication Date:	
Effective Date:	

### 2014 Re-appropriations by Fund

Fund	Dept/Program	Project/Item	Carryover Amount
General Fund			
	ASD - Financial Operations	Financial System Implementation	\$12,92
	IT Strategic Plan & Adv Srv	Asset Management System Acquisition	\$218,13
	ASD - Facilities	Fire Panel Installation	\$4,56
	ASD - Facilities	Equipment Purchase	\$1,67
	Police Traffic Enforcement	Purchase of 5 radar units	\$9,93
	Emergency Management	Staffing, Equipment, Travel in support of program	\$48,329
	Parks Administration	Terra Firma Consulting - Urban Forest Strategic Plan	\$6,40
	Parks - Teen/Youth Dev. PCD- City Planning	Raikes Foundation Teen Training 185th Street Light Rail Station Subarea Plan	\$5,270 \$151,44
	PW - Environmental Services	Review of current solid waste contract	\$151, <del>44</del> \$7,00
	PW - Environmental Services	Develop City's Carbon Wedge Analysis	\$23,00
	PW - Environmental Services	Wastemobile & Residential Recycling Events	\$89,85
	PW - Transportation Planning	Point Wells Corridor Study	\$23,24
	PW - Traffic Services	King County support for traffic signal timings and ADA improvements	\$9,40
	PW - Traffic Services	Traffic Management Center	\$21,11
		Total General Fund	\$632,29
ederal Treasury	Forfeiture Fund		
•	Federal Criminal Forfeiture	Support for Police Station Site Analysis	\$61,46
		Total Federal Treasury Forfeiture Fund	\$61,46
General Capital F	und		
•		Police Station Site Analysis	\$61,46
		North Maintenance Facility	\$600,91
		Parks Repair & Replacement	\$36,29
		Saltwater Park Pedestrian Bridge Repair	\$9,34
		Richmond Beach Saltwater Park	\$4,40
		Kruckeberg Garden	\$9,64 \$1,56
		Off Leash Dog Park Trail Corridors	\$1,563 \$10,239
		Sunset School Park	\$8,48
		Echo Lake Park Improvements	\$12,72
		Regional Trail Signage	\$3,18
		Shoreline Pool Needs Analysis	\$6,679
		Total General Capital Fund	\$764,939
City Facilities-Ma	jor Maintenance Fund		
	•	Police Station Major Maintenance	\$5,000
		Pool Long Term Maintenance	\$25,000
		Spartan Receation Center	\$10,000
		Total City Facilities-Major Maintenance Fund	\$40,000
Roads Capital Fu	nd		
		Traffic Safety Improvements	\$15,069
		Briarcrest Safe Route to School	\$3,57
		Hidden Lake Bridge	\$69,763 \$0,07
		Einstein Safe Routes to School NE 195th Separated Trail	\$9,97 \$2,63
		Interurban Trail/Burke Gilman Connectors	\$14,80
		Transportation Master Plan	\$6,85
		Traffic Signal Rehab	\$229,04
		Aurora Ave. N 145th - 192nd Safety Improvements	\$336,85
		Total Roads Capital Fund	\$688,578
Surface Water Ut	ility Fund		
	•	Hidden Lake Dredging	\$2,650
		Surface Water Small Projects	\$38,53
		Surface Water Green Works	\$142,814
		N Fork Thornton Creek LID Stormw ater Retrofit	\$61,36
		Ballinger Creek Drainage Study	\$79,85
		McAleer Creek Basin Plan	\$50,000 \$375,23
		Total Surface Water Utility Fund	\$375,23
	cement Fund		
Equipment Repla	Fauinment Denlessesset		
Equipment Repla	Equipment Replacement- Vehicles/Heavy Equipment	Hotbox for Street Maintenance	\$65.656
Equipment Repla	Equipment Replacement- Vehicles/Heavy Equipment	Hotbox for Street Maintenance Total Equipment Replacement Fund	\$65,656 <b>\$65,65</b> 6

		2014 Current	2014 Budget	Carryover	Amended 2014	2014 Carryover	2014 Amended			
Dept/Program	Project/Item	Budget	Amendment	Amount	Budget	Revenue	Revenue	Total Revenue	Revenue Source	Justification
General Fund										
ASD - Financial Operations	Financial System Implementation			\$12,926						Project continues in 2014
IT Strategic Plan & Adv Srv	Asset Management System  Acquisition			\$218,137						Continue implemenation of Cityworks
IT Operations	Inventory City's fiber instructure and provide 'as built" drawings Email Archiving Software		\$5,000 \$50,000							
	Adobe Acrobat Upgrade Sub-Total		\$8,500 \$63,500						<del>-</del> -	
ASD - Facilities	Fire Panel Installation Equipment Purchase North Maintenance Facility Operating Costs		\$23,000	\$4,561 \$1,678						Finalize installation Complete Purchase
	Sub-Total		\$23,000	\$6,239					<del>-</del>	
Police Traffic Enforcement	Purchase of 5 radar units			\$9,935		\$9,935		\$9,935	DOJ ByrneMemorial Grant	Complete Purchase
Emergency Management	Staffing			\$24,413		\$24,413		24,413	EMPG	Grant continues until 8/31/2014
	Equipment			\$22,316		\$22,316			EMPG	
	Travel			\$1,600		\$1,600			_EMPG	
	Sub-Total			\$48,329		\$48,329		\$48,329	_	
Parks Administration	Terra Firma Consulting			\$6,400					U.S. Dept of Agriculture- Forest Service Transfer funding from	Continue development of Urban Forest Strategic Plan
	Street Tree Maintenance		\$10,000				\$10,000	\$10,000	Street Fund	
Parks - Teen/Youth Dev.	Raikes Foundation Teen Training			\$3,440						Use remainder of funding from the Raikes Foundation
	Raikes Foundation Teen Training		\$500	\$1,836					_	Additional Raikes Grant was received late in 2013
	Sub-Total		\$500	\$5,276					-	

		2014 Current	2014 Budget	Carryover	Amended 2014	2014 Carryover	2014 Amended			
Dept/Program	Project/Item	Budget	Amendment	Amount	Budget	Revenue	Revenue	Total Revenue	Revenue Source	Justification
PCD- City Planning	Otak, Inc			\$105,078						Continue Development of 185th Street Light Rail Station
	Various			\$1,450						Subarea Plan
	Various			\$1,500						
	Various			\$40,000						
	Various			\$1,219						
	Various			\$950						
	Various	-		\$1,250						
	Sub-Total			\$151,447						
PW - Environmental										
Services	Epicenter Services LLC			\$7,000						Review of current solid waste contract
	Climate Solutions			\$23,000						Develop City's Carbon Wedge Analysis
	Coordinated Prevention Grant			\$72,245		\$72,245		72,245	WA State Dept of Ecology	
	Coordinated Prevention Grant			\$10,706		\$10,706		10,706		
	Coordinated Prevention Grant			\$6,900		\$6,900		6,900		Support Wastemobile and residential recycling events
	Sub-Total	-		\$119,851		\$89,851		\$89,851		
DW Transportation										
PW - Transportation Planning	Enviroissues			\$23,243						Point Wells Corridor Study
										King County support for traffic signal timings and ADA
PW - Traffic Services	King County Discretionary Work			\$9,400						improvements
	DKS Associates			\$21,114						Traffic Management Center
	Sub-Total			\$30,514						
Total General Fund		\$36,113,716	\$97,000	\$632,297	\$36,843,013	\$148,115	\$10,000	\$158,115		Use of Fund Balance \$484,682
0(										
Street Fund	Transfer Out to General Fund		<b>#</b> 40.000							Transfer for director for Charlet Trans Maintenance
Street Fund Admin Key	Fransfer Out to General Fund		\$10,000							Transfer funding for Street Tree Maintenance
Street Maintenance	Tree Removal/Planting		-\$10,000							Remove funding for Street Tree Maintenance
Total Street Fund		\$1,999,037	\$0		\$1,999,037					Use of Fund Balance \$0
					· · ·					

Dept/Program	Project/Item	2014 Current Budget	2014 Budget Amendment	Carryover Amount	Amended 2014 Budget	2014 Carryover Revenue	2014 Amended Revenue	Total Revenue	Revenue Source	Justification
Public Arts Fund Public Arts Projects	Permanent Art		\$5,643							Purchase and installation of permanent art
Total Public Arts Fu	ınd	\$49,408	\$5,643		\$55,051				- -	Use of Fund Balance \$5,643
Federal Treasury Fo	orfeiture Fund									
Federal Criminal Forfeiture	Police Station Site Analysis			\$61,465						Work was delayed into 2014
Total Federal Crimi	nal Forfeiture Fund	\$254,845	\$0	\$61,465	\$316,310	\$0	\$0	\$0	- =	Use of Fund Balance \$61,465
General Capital Fur	nd									
	Police Station Site Analysis			\$61,465		\$61,465		\$61,465	Transfer In from Asset Seizure Fund	Continue project work into 2014
	North Maintenance Facility			\$7,578						Complete site plan, fiber optic connectivity, and other improvements
	Sub-Total			\$593,334 <b>\$600,912</b>					_	
	Parks Repair & Replacement			\$36,295						Continue work into 2014
	Saltwater Park Pedestrian Bridge Repair			\$2,675						Complete structural review
	Sub-Total			\$6,665 <b>\$9,340</b>					_	
	Richmond Beach Saltwater Park			\$4,409					-	Continue wetland mitigation monitoring and native vegatation management
	Kruckeberg Garden			\$9,649		\$9,649		\$9,649	King Conservation District	Complete final work funded by grant
	Off Leash Dog Park			\$1,563						Complete final work
	Trail Corridors			\$10,235						Continue work into 2014
	Sunset School Park			\$8,483						Continue work into 2014

D 4/D	D	2014 Current	2014 Budget	Carryover	Amended 2014	2014 Carryover	2014 Amended	T. 110		l de d	
Dept/Program	Project/Item	Budget	Amendment	Amount	Budget	Revenue	Revenue	Total Revenue	Revenue Source	Justification	
	Echo Lake Park Improvements			\$12,726						Continue design work	
	Regional Trail Signage			\$3,183						Continue design work	
	Shoreline Pool Needs Analysis			\$6,679						Complete study	
Total General Capit	al Fund	\$4,113,532		\$764,939	\$4,878,471	\$71,114	\$0	\$71,114		Use of Fund Balance \$693,825	
City Facilities Major	r Maint										
	Police Station Major Maintenance			\$5,000						Work will be completed in 2013	
	Pool Long Term Maintenance			\$25,000							
	Spartan Receation Center			\$10,000							
Total City Facilities-Major Maintenance Fund		\$50,000	\$0	\$40,000	\$90,000	\$0	\$0	\$0		Use of Fund Balance \$40,000	
Roads Capital Fund											
	Traffic Safety Improvements			12,990						Complete installation of two flashing school zone signs, re- key all school zone flasher and traffic signal cabinets, and construction of left turn lanes on Meridian and N. 155th.	
	Traffic Safety Improvements Curb Ramp, Gutter & Sidewalk Program			\$2,079						construction of feet turn large of twentiath and W. Tooth.	
	Sub-Total			\$15,069							
	Briarcrest Safe Route to School			\$2,257						Close out project and fund traffic enforcement efforts	
	Briarcrest Safe Route to School			\$1,185							
	Briarcrest Safe Route to School Sub-Total			\$137 <b>\$3,579</b>							
	Hidden Lake Bridge			\$69,763						Continue work into 2014	

Dept/Program	Project/Item	2014 Current Budget	2014 Budget Amendment	Carryover Amount	Amended 2014 Budget	2014 Carryover Revenue	2014 Amended Revenue	Total Revenue	Revenue Source	Justification
									Safe Routes To School	
	Einstein Safe Routes to School			\$9,974		\$9,974		\$9,974	Grant	Complete Design work
	NE 195th Separated Trail			\$2,639		\$2,639		\$2,639	CMAQ Grant	Complete Design work
	Interurban Trail/Burke Gilman Connectors			\$14,801		\$14,801		\$14,801	WA State Ped/Bicycle Safety Grant	Projected delayed until 2014
	Transportation Master Plan			\$6,856						Work continues in 2014
	Traffic Signal Rehab			\$27,518		\$229,044		\$229,044	HSIP Grant	Complete installation of traffic signals funded by HSIP Grant
	Traffic Signal Rehab		\$31,264	\$201,526			\$31,264	\$31,264	HSIP Grant	
	Sub-Total		\$31,264	\$229,044		\$229,044	\$31,264	\$260,308	-	
	A A N 40511 00511		<b>*</b>				(== ( ===	(0-04-00-)	0440	Bring forward future year funding to match new project
	Aurora Ave. N. 195th - 205th		\$375,179				(561,287)		CMAQ Grant	scheduld
	Aurora Ave. N. 192nd - 195th		\$1,125,538				(147,536)		FTA Rapid Ride Grant	
	Aurora Ave. N. 192nd - 205th		\$3,500				1,235,853	\$1,235,853	Utility Reimbursements Transportation	
	Aurora Ave. N. 165th to 175th		\$1,246				451,663	\$451,663	Improvement Board	
	Aurora Ave. N. 175th to 185th		\$1,246				436,487	\$436,487	Regional Mobility Grant	
	Aurora Ave. N.175th to 185th		\$4,597				6,132	\$6,132	Surface Trans Program	
	Sub-Total		\$1,511,306				\$1,421,312	\$1,421,312	- -	
	Aurora Ave. N 145th - 192nd								Highway Safety Improv	
	Safety Improvements			\$23,246		23,246		\$23,246	Program (HSIP)	Safety Program grant awarded February 2013
	Aurora Ave. N 145th - 192nd								Highway Safety Improv	
	Safety Improvements			\$297,000		297,000		\$297,000	Program (HSIP)	
	Aurora Ave. N 145th - 192nd Safety Improvements			\$16,607		16,607		\$16 60 <del>7</del>	Highway Safety Improv Program (HSIP)	
	Sub-Total		\$0	\$336,853		\$336,853	\$0	\$336,853		
Total Roads Capital	Fund	\$21,372,851	\$1,542,570	\$688,578	\$23,603,999	\$593,311	\$1,452,576	\$2,045,887	- •	Use of Fund Balance \$185,261

	<b>.</b>	2014 Current	2014 Budget	Carryover	Amended 2014	2014 Carryover	2014 Amended			
Dept/Program	Project/Item	Budget	Amendment	Amount	Budget	Revenue	Revenue	Total Revenue	Revenue Source	Justification
Surface Water Utility	y Funa									
Surface Water Management	Installation of secondary containment in local businesses		\$4,750				\$4,750	4,750	DOE Local Source Conro	Grant
	Hidden Lake Dredging			\$2,656						Fiinal project closeout
	Surface Water Small Projects			\$38,538						Complete three ongoing studies
	Surface Water Green Works Surface Water Green Works Surface Water Green Works Surface Water Green Works			\$33,049 \$11,950 \$6,000						Complete ongoing projects
	Sub-Total			\$91,815 <b>\$142,814</b>						
	N Fork Thornton Creek LID Stormwater Retrofit N Fork Thornton Creek LID			\$15,602		\$46,153		46,153	DOE Stormwater Retrofit	Work continues in 2014
	Stormwater Retrofit  Sub-Total			\$45,765 <b>\$61,367</b>		\$46,153		\$46,153		
	Ballinger Creek Drainage Study			\$79,859						Project to be completed in 2014
	McAleer Creek Basin Plan			\$50,000						Project to be completed in 2014
Total Surface Water	Utility Fund	\$5,222,967	\$4,750	\$375,234	\$5,602,951	\$46,153	\$4,750	\$50,903		Use of Fund Balance \$329,081
Equipment Replace	ment									
Equipment Replacement- Vehicles/Heavy Equipment Equipment Purchase				\$65,656						Complete purchase of Hotbox for Street Maintenance
Total Equipment Replacement Fund		\$61,597	\$0	\$65,656	\$127,253	\$0	\$0	\$0		Use of Fund Balance \$65,656
		\$69,237,953	\$1,649,963	\$2,628,169	\$73,516,085	\$858,693	\$1,467,326	\$2,326,019		
* Total Funds not being an	nended are not included in the detail TOTAL BUDGET	\$3,768,940 \$73,006,893	\$1,649,963	\$2,628,169	\$3,768,940 <b>\$77,285,025</b>					

Council Meeting Date:	April 14, 2014	Agenda Item:	7(e)

#### CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Motion to Authorize the City Manager to Execute the Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County Agreement
DEPARTMENT:	Community Services Division
PRESENTED BY:	Gail Harris, Emergency Management Coordinator
ACTION:	Ordinance Resolution <u>X</u> Motion Discussion Public Hearing

#### PROBLEM/ISSUE STATEMENT:

The City of Shoreline is an active regional partner in emergency planning. Since 2003 the City has been a signatory to what was called the King County Regional Disaster Plan for Public and Private Organizations (Attachment A). As a new updated framework has been developed, staff is requesting Council sign onto this new framework by authorizing the City Manager to execute the Regional Coordination Framework Agreement.

#### **DISCUSSION:**

The updated regional coordination framework (Attachment B) and the associated agreement (Attachment C) set forth the general terms, conditions, and protocols for sharing and paying for resources, and for communicating and decision making among public and private entities in King County in the event of a disaster. This agreement allows the City to quickly leverage those partnerships to enhance our ability to respond to and recover from a disaster. This provides us a 'work force multiplier', which for a city with limited resources, is especially beneficial during a disaster.

The regional coordination framework is a voluntary agreement that the City of Shoreline can choose to utilize (or not) in the event it has a need to request to borrow resources during an event. The framework also provides direction on how we coordinate information during an event and if we choose to lend resources during an event. During a disaster in which this type of request may occur it will most likely be a Declared Disaster by the Governor and the President, and as such, we would be looking to recover approximately 75% of expended funds from the Federal Government and another 12.5% from the State of Washington.

The City has two options to request support or to support other agencies' needs during a disaster in King County. One option is to make a request or receive a request from another city or county under the Washington State Intra-State Mutual Aid Law. The second is covered by this agreement, which also includes other public entities, non-profit organizations, and the private sector. This framework's legal agreement addresses the method that the requesting entity and the lending entity will use to be

reimbursed for the staff or equipment that is lent. Once the two entities agree to the terms, a contract will be signed by the two authorizing signatories. Examples of resource requests that may be asked for under this agreement include staff to assist in an agency's Emergency Operations Center, a debris removal team, or staff to assist with shelter operations.

Disasters do not respect jurisdictional boundaries, let alone economic environments. Citizens throughout King County expect the public, private, non-profit and tribal entities to work together in responding to and recovering from a disaster. King County encompasses 2,134 square miles of diverse terrain with over 1.9 million people, 39 cities, over 120 special purpose districts, two tribal nations, and over 700 elected officials. With the county's population density, complex system of governance, and significant hazards, disasters present the need to plan for a coordinated response among governments, non-profit organizations and private sector businesses. Having a coordination agreement in place prior to an event allows for more expedient and efficient sharing of resources and helps with the movement into recovery after a disaster occurs.

#### **RESOURCE/FINANCIAL IMPACT:**

There is no financial impact to executing this agreement. As this is a voluntary agreement, there is no financial commitment the City is making by signing onto it.

#### **RECOMMENDATION**

Staff recommends that Council move to authorize the City Manager to execute the Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County Agreement.

#### **ATTACHMENTS:**

Attachment A: 2003 Regional Disaster Plan Agreement

Attachment B: Regional Coordination Framework for Disasters and Planned Events

for Public and Private Organizations in King County Document

Attachment C: Regional Coordination Framework for Disasters and Planned Events

for Public and Private Organizations in King County Agreement

Approved By: City Manager <u>DT</u> City Attorney <u>IS</u>

**7e-2** Page 2

# Regional Coordination Framework for Disasters and Planned Events

for Public and Private Organizations in King County, Washington

















Emergency Management Partners,

As we arrive at another milestone in our regional planning efforts here in King County, we would like to share a brief look back on the cornerstone efforts of the 'Regional Disaster Plan' and its notable history.

It is reality that disasters do not respect jurisdictional boundaries, let alone economic environments. Our citizens throughout King County expect the public, private, non-profit and tribal entities to work together in responding to and recovering from a disaster. Geographical King County is 2,134 square miles of diverse terrain with over 1.9 million people, 39 cities, over 120 special purpose districts, two tribal nations, and over 700 elected officials. With our population density, complex system of governance, and significant hazards we face, disasters present the need to plan for a coordinated response among governments, non-profits and businesses.

In 1998, elected officials from Seattle, Suburban Cities and King County passed a motion (#10566) to initiate the planning efforts of a 'regional response plan and mechanism to share resources.' That effort was pioneering new territory by establishing a cooperative and voluntary platform linking private businesses, non-profit organizations, government agencies, and special purpose districts. Through collaborative planning and participation, hundreds of entities can behave in a coordinated manner, provide assistance to each other and maintain their authority.

The King County Office of Emergency Management (KCOEM) began the 'regional planning' effort in 1999 and formed the Regional Disaster Planning Task Force (now the Regional Disaster Planning Work Group). Any and all partnering disciplines, agencies and organizations were invited to the table and actively participated in taking the ground breaking steps to create the 'Regional Disaster Plan for Public and Private Organizations in King County.' Over a two-year period many meetings were held, numerous ideas and concepts discussed and debated, and multitudes of briefings and updates all contributed to a collaborative and transparent regional planning process. Throughout the process the multi-disciplinary groups representing King County Emergency Management Advisory Committee (EMAC) and the King County Regional Policy Committee were briefed and engaged. By early 2001, a Basic Plan and legally vetted 'Omnibus Legal and Financial Agreement' were completed, and then... September 11<sup>th</sup> occurred.

All of us found ourselves in a new era. Our view of the world changed significantly post September 11<sup>th</sup> and we collectively recognized the need to be even more collaborative in our emergency management efforts. Even the largest of cities would not be able to do it alone. The cumulative efforts of all those engaged partners had moved the regional plan from a concept to the reality of an actual plan ready for signature and implementation. In January 2002, with EMAC endorsement, the EMAC Chair Barb Graff (City of Bellevue Emergency Management) and Co-Chair Bill Wilkinson (Port of Seattle) initiated the inaugural promulgation of the 'Regional Disaster Plan for Public and Private Organizations in King County.' By December 2002, 99 cities, fire districts, businesses, schools, water and sewer districts and non-profits were official signatory partners. That same year the 9-11 Commission and the National Association of Counties (NACo) formally awarded and recognized KCOEM for the regional collaboration and planning endeavor – the 'Regional Disaster Plan.'

The original Regional Disaster Plan was designed using the model of the Federal Response Plan, i.e. a basic plan followed by a series of "Emergency Support Functions," such as communications and transportation. Through the following years and various Presidential Directives (transitions to the National Response Plan and the National Incident Management System), the Regional Disaster Planning effort continued to engage regional partners from public, private, non-profit and tribes and alternations were made to keep the Plan current. Additional promulgations occurred with Plan updates and more signatory partners joined. With the last official promulgation and signatory process in March 2008, and with continued interest since then, there are currently 145 signatories.

Over time partners and the region have matured with additional focused planning efforts (mass care, evacuation, regional catastrophic, etc.), putting the Regional Disaster Plan in a good position to evolve. After over a year's work of transformation, the Plan (along with the associated Agreement, which is the legal and financial document addressing sharing of resources; formerly the 'Omnibus') are in a new state. Embodying again true regional coordination, the Plan has transitioned to a new format: 'Regional Coordination Framework for Disasters and Planned Events.' In a streamlined form, the new Framework (like the former Plan) facilitates a systematic, coordinated, and effective response to multi-agency or multi-jurisdictional disasters or planned events that occur within the geographic boundaries of King County. By leveraging existing plans, the Framework focuses on five key areas of coordination:

- Direction and Coordination
- Information Collection, Analysis and Dissemination
- Public Information
- Communications
- Resource Management

All emergency management partners will be provided the opportunity to review and comment on this new and fresh Framework through an identified process. The goal is to roll out the Framework and Agreement to all partners in January 2014 for official promulgation and signature. Regional Disaster Planning Work Group and EMAC members will be active in informing and promoting the intent and benefits of the Framework and Agreement.

The efforts put forth by the Work Group have been well coordinated, and the EMAC has been kept apprised and has advised as needed. We look forward to your agency and organization officially joining in supporting this Framework. Through this Framework, together we can assist one another in a more coordinated response, which will ultimately assist in the quicker recovery of our communities and economy.

Sincerely,

Dominic Marzano, Chair City of Kent Emergency Management Gail Harris, Vice Chair

City of Shoreline Emergency Management



### Log of Changes

Date of Change	Description of Change	Page #

#### **Introductory Materials**

#### **Promulgation**

The Regional Coordination Framework (formerly the Regional Disaster Plan) is intended to embody the true essence of regional collaboration and coordination. From its inception in 1998, by King County Motion #10566, this regional plan "... allows for shared resources and cooperation within existing capabilities and is consistent with emergency management priorities established by the governing body of each jurisdiction, special district, organization or appropriate agency." The value of the Framework that is that the organizational networking and administrative workload can be coordinated in advance of a disaster, thus expediting the response capability from partner to partner and throughout the region.

#### Approval and Implementation

The Regional Disaster Planning Work Group (RDPWG) is the inter-jurisdictional and multi-disciplinary group responsible for developing, enhancing, and maintaining the Regional Coordination Framework. The RDPWG consists of representatives from regional partners and serves as a subcommittee to the King County Emergency Management Advisory Committee (EMAC), which in turn serves as an advisory entity to the King County Executive and the King County Office of Emergency Management (OEM). All emergency management partners are included and encouraged to participate throughout the review and vetting process.

Modifications to the Framework and its related documents are shared and distributed to all partners. Ongoing reviews and feedback shall occur routinely. When Framework modifications have been vetted through the RDPWG and initial review conducted by partners, the RDPWG Chair/Co-Chair will present them to EMAC for review and endorsement. In accordance with King County Motion #10566, "Any draft regional plan proposed by the Emergency Management Advisory Committee (EMAC) should be submitted through each jurisdiction, special district, organization, or appropriate agency governing body for review and comment." Therefore, all updated documentation is presented for 'Open Comment' for at least 30 days. Emergency management partners are responsible for reviewing and vetting through their internal channels for any concerns and/or issues. Those concerns and/or issues that arise may be documented and sent to the King County Office of Emergency Management. All comments will be reviewed and addressed by the RDPWG, which will in turn recommend amendments and/or changes to EMAC for consideration and recommendation.

The RDPWG holds open meetings, keeps all partners apprised of work and products, and provides reports to EMAC. According to King County Motion #10566, the RDPWG in coordination with EMAC, will "...report to the regional policy committee periodically on its progress in developing the plan, and bring forward to the regional policy committee significant policy issues arising in the process."

#### **Distribution**

EMAC will formally endorse the Framework and associated Agreement, and through their 'letter of endorsement,' begin encouraging adoption by partners (public, private, non-profit) within their respective jurisdiction, agency and/or organization. The King County Office of Emergency Management will be responsible for collecting, gathering and maintaining the emergency contact information for participating partners as well as the signatory sheets for those partners who are signatory to this Framework's associated Agreement.

In recognition of the expanding nature of this Framework and the partnerships it encourages, a comprehensive distribution list cannot be provided within this document. Please visit the King County Office of Emergency Management website for a full and current listing of partners to the Regional Coordination Framework and signatories to the associated Agreement.

http://www.kingcounty.gov/safety/prepare/EmergencyManagementProfessionals.aspx

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#### I. Purpose, Scope, Situation Overview and Assumptions

#### **Purpose**

The Regional Coordination Framework for Disasters and Planned Events facilitates a systematic, coordinated, and effective response to multi-agency or multi-jurisdictional disasters or planned events that occur within the geographic boundaries of King County, Washington. It provides a framework whereby cooperative relationships can be formed among public, private, tribal and non-profit organizations in order to accomplish this common goal. Through the implementation of this framework, the resources and capabilities of the public, private, tribal and non-profit sectors can be more efficiently utilized to minimize the loss of life and property and to protect the environmental and economic health within King County.

The Regional Coordination Framework is a voluntary guide to regional response and short term recovery actions. Signatory partners are those organizations from the public, private, tribal, and non-profit sectors in geographic King County that are committed to working together in accordance with this framework and have signed the associated Agreement. There is no preferential treatment or priority given to those partners who are signatory to the Agreement versus those who are not. The benefit of being a signatory partner to the RCF and the Agreement is to save time during a disaster by having decision making authority for jurisdictions already in place and on file.

#### **Scope**

The RCF applies to any disaster or planned event that concurrently challenges multiple jurisdictions or multiple disciplines within King County or affects a single entity to such a degree that it relies upon external assistance. The Framework and the associated Agreement are intended to be utilized in conjunction with other state and local emergency plans, including but not limited to mutual aid agreements such as the Intrastate Mutual Aid System (within Washington State), the Emergency Management Assistance Compact (state-to-state), other public, non-governmental organization, tribal, or private sector agreements, and the Pacific Northwest Emergency Management Arrangement (States of Alaska, Idaho, Oregon and Washington and the Province of British Columbia).

The Framework addresses strategic response activities and allocation of incoming scarce resources for those disasters or planned events where normal emergency response processes and capabilities become overtaxed, or where there is a need for regional coordination of response operations shared situational awareness and coordinated public information due to the complexity or duration of the disaster(s). The associated Agreement articulates the financial aspects of voluntarily participating in accordance with the Framework.

Although the focus is on disaster response, the Framework assumes future coordinated efforts to address regional protection, mitigation, preparedness, and recovery issues. Likewise, while relationships with other counties and neighboring jurisdictions are not specifically included in this Framework, they are not precluded from participating as a partner.

The framework describes five key areas of coordination:

- Direction and Coordination
- Information Collection, Analysis and Dissemination
- Public Information
- Communications
- Resource Management

#### **Situation Overview**

Disasters and planned events can present unique challenges to the public and private sectors for the efficient and effective use of resources, the protection of lives and property, the protection of the regional economy, and the preservation of the environment or other essential functions. Natural or human-caused hazards may have impacts sufficient to require partners to seek assistance or manage emergency resources and supplies through use of this Framework. Specific information about natural or human-caused hazards may be accessed from emergency management jurisdictions.

#### **Planning Assumptions**

- No perfect response is implied by the availability of this framework
- Local, regional, and state resources may not be sufficient to respond to all needs in a timely fashion
- Damages to regional infrastructure may result in unreliable communications and slow delivery or distribution of requested resources
- Impacts to some partners may require assistance from other partners, adjacent counties, the State of Washington, Emergency Management Assistance Compact partners, or the Federal Government and other entities
- Emergencies may require the establishment and/or multi-jurisdictional coordination of emergency actions
- Participation in the Regional Coordination Framework is voluntary

- Acquisition, use, and return of resources as well as the reimbursement for those resources are guided by the associated Agreement
- Regional policy decision-making participants will vary from disaster to disaster
- All partners will comply with federal, state, and local legal obligations
- The King County Office of Emergency Management (KCOEM) will serve as the lead for regional emergency management activities. KCOEM will activate the Regional Communications and Emergency Coordination Center (RCECC) in support of disaster response or planned event coordination, during which the RCECC will be the focal point for information sharing and regional resource coordination
- First responders will continue to be directed by their incident commanders
- Each partner will retain its own internal policies, processes, authorities, and obligations and organize and direct its internal organization continuity

#### II. **Concept of Operations**

In the event of a disaster or planned event requiring central coordination at the RCECC, operational authority will remain with partners and local incident commanders. Local procedures will be followed and Emergency Operations Centers or Emergency Coordination Centers (EOCs or ECCs) staffed in accordance with partner plans. Procedures governing internal actions will be maintained by the partner. All necessary decisions affecting response, protective actions, and advisories will be made by those officials under their existing authorities, policies, plans, and procedures. Use of and adherence to the Regional Coordination Framework is voluntary.

The Framework provides a structure for disaster response operations that:

- Uses geographic divisions or zones of the county to:
  - Facilitate coordination of information sharing
  - Assist in the management of resource request processes, prioritization and tracking
- Provides centrally coordinated emergency functions within the region utilizing the King County RCECC
- Provides a mechanism for regional policy decision-making
- · Augments existing mutual aid agreements by providing pre-designated legal and financial ground rules for the sharing of resources
- Is consistent with the National Incident Management System (NIMS) and is based on the Incident Command System (ICS)

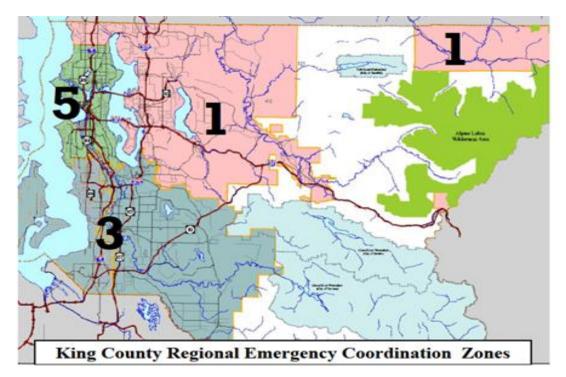


Figure 1: King County Emergency Coordination Zones (2012)

#### **Geographic Divisions**

Predetermined geographic divisions of the County have facilitated efficient preplanning efforts as well as the sharing of information and coordination of priorities, operations, and application of resources during a disaster or planned event. The three Regional Emergency Coordination Zones correlate to the existing King County Fire Zones are (see Figure 1):

- Emergency Coordination Zone 1 North and East King County
- Emergency Coordination Zone 3 South King County
- Emergency Coordination Zone 5 the City of Seattle

Each Zone may develop protocols and procedures for carrying out inter- and intra-zone coordination and response functions. During the response to a disaster or planned event, these zone coordination functions may operate through a Zone Coordinator from the King County RCECC or in a decentralized location.

Organizations that provide services throughout geographic King County ("regional service providers") may not have the resources to coordinate their service delivery and response activities directly with all three Emergency Coordination Zones simultaneously. Instead, these regional service providers may provide a single point of coordination through the King County RCECC. Examples of regional service providers include: public health/medical, banking and finance, energy, transportation, information and telecommunications, agriculture, emergency services, chemical industry, food, water, etc. Regional service providers may provide a representative directly to the affected zone and/or the King County RCECC.

## **Central Coordination**

Where central coordination of regional emergency actions is needed, the King County RCECC may provide a location from which to coordinate.

In accordance with the National Response Framework, the King County RCECC utilizes a hybrid response organization that embeds subject matter experts into the Incident Command System structure through Emergency Support Functions (ESFs). The ESFs, listed below, represent fifteen broad categories that enable subject matter expertise, like resources, and similar capabilities to be aligned into groups to aid coordination.

ESF 1 – Transportation	ESF 9 – Search & Rescue
ESF 2 – Communications	ESF 10 – Oil & Hazardous Materials
ESF 3 – Public Works & Engineering	ESF 11 – Agriculture & Natural Resources
ESF 4 – Fire Response	ESF 12 – Energy
ESF 5 – Emergency Management	ESF 13 – Public Safety & Security
ESF 6 – Mass Care, Housing, & Human	ESF 14 – Recovery
Services	ESF 15 – External Affairs
ESF 7 – Resource Management	ESF 20 – Military Support to Civil
ESF 8 – Public Health, Medical and	Authorities

In its role as an Emergency Coordination Center, the King County RCECC facilitates operational response at the regional level and supports operational response activities that are managed at the local level; the RCECC does not make operational decisions for local jurisdictions or partners unless specifically requested. Rather, the RCECC facilitates regional support activities that have been developed collaboratively amongst the appropriate stakeholders, represented through the ESFs and Zone Coordinators.

When the RCECC has been activated, Zone Coordinators and regional service providers may coordinate their efforts from the King County RCECC, via their respective ESF Coordinator, the EOC/ECC of their local emergency management jurisdiction or most impacted partner. Coordination between regional service providers and partners may be from locations remote to the RCECC by electronic means. Healthcare organizations will coordinate through the Northwest Healthcare Response Network, which will in turn coordinate with emergency management jurisdictions through ESF 8, Public Health, Medical and Mortuary Services.

Mortuary Services

When the RCECC has not been staffed by ESFs, partners will continue to coordinate with other partners, contractors, or mutual aid partners and will brief their local EOC/ECC or emergency management office (with emergency management jurisdiction as defined in RCW 38.52) and the King County Office of Emergency Management (KCOEM) Duty Officer if appropriate,. Partners should establish a relationship with their local emergency management jurisdiction in advance.

Once the RCECC has been activated, the RCECC will be contacted through the main RCECC email, radio talk group, or phone number. Information and resource requests will be directed to the most appropriate combination of zone coordinator(s), logistics, planning, or operations (ESFs) sections for their actions.

The King County RCECC Regional Communications and Emergency Coordination Center (KC RCECC) facility is located at 3511 NE 2<sup>nd</sup> Street, Renton, Washington, 98056.

#### Transition from regional response to regional long-term recovery

Response efforts at the RCECC entail the immediate actions needed to protect lives and safety of the population, protect or affect temporary repairs to infrastructure, and protect property or the environment. Long-term recovery includes permanent repair, relocation, or replacement of that infrastructure or property. Long-term recovery may take months or many years depending on the nature of impacts. Long-term recovery and potential federal assistance to tribal nations, the public and private sectors is governed by the Stafford Act and other documents with specific terms including the Code of Federal Regulations and Treaties. A separate document addresses regional long-term recovery.

#### III. Responsibilities

In accordance with Ordinance 17075, King County Government has the responsibility to foster cooperative planning within regional concepts to its emergency mitigation, preparedness, response, and recovery efforts and to serve as the coordinating entity for cities, county governmental departments and other appropriate agencies during incidents and events of regional significance. In addition, King County shall enter into mutual aid agreements in collaboration with private and public entities in an event too great to be managed without assistance.

When an emergency impacts regional King County, the King County RCECC and local EOCs or ECCs may be staffed to address the consequences of the emergency impacts to the public, government, and regional partners or to support regional first responders.

This section of the framework introduces the concept of a regional coordination process that may be needed to enact emergency powers, suspend or limit civil liberties, coordinate executive decisions, determine strategies for the allocation of scarce resources or transition into long term recovery. The diagram below describes the structure and relationship of regional organizations in response. Also, see Direction and Coordination as well as the Terms and Definitions at the end of this framework.

#### All Signatory Partners will:

- Identify an Emergency Point of Contact
- Work with their authorized emergency agency in their operations or coordination centers as identified under RCW 38.52.070
- Develop, maintain, and utilize internal emergency plans and procedures
- Direct information and resource communications to their local Emergency Operations or Coordination Center, or the RCECC Section as appropriate
- Equip and train a workforce to sustain emergency operations
- Participate in the development of this framework
- Seek and secure mutual aid documentation.
- Abide by the caveats of the this Framework's associated Agreement
- Reguest regional decision-making on policy issues as needed

#### The mechanism for regional policy coordination:

- Collaboration on the execution of emergency powers, suspension or limitation of civil liberties
- Collaboration to establish strategic priorities for the allocation of limited resources in support of King County strategic goals and regional objectives
- Communicate with partners and the general public directly or to the public through the RCECC Joint Information Center (JIC)

#### Elected and Appointed Officials will:

- King County Executive will Serve as the facilitator of the mechanism for regional policy decision-making
- Establish and work through their authorized Emergency Operations or **Coordination Centers**
- Utilize their established emergency and continuity plans
- Identify Emergency Points of Contact for the jurisdiction with full authority to commit or request resources, personnel, and make decisions on behalf of the jurisdiction

- Work with and through their designated emergency managers for resource needs that cannot be filled within their jurisdiction, mutual aid agreements, available private sector sources, or within the emergency management zone
- Coordinate with private sector partners through their designated EOC or ECC
- Issue emergency proclamations and implement authorized emergency powers
- Coordinate selection and implementation of emergency powers through the mechanism for regional policy decision-making
- Abide by the caveats of the this Framework's associated Agreement

#### RCECC Incident Manager will:

- Direct RCECC coordination activities
- Recommend formation of and composition of a mechanism for regional policy decision-making
- Keep the those involved with regional policy decision-making informed of policy issues, incident coordination and progress
- Communicate regional policy decisions to the RCECC staff
- Recommend and have drafted a County emergency proclamation as needed
- Work with and direct the Joint Information Center and functional sections of the activated RCECC
- Host Zone Coordinators and regional partners as liaisons to the RCECC
- Establish and adjust regional objectives, identify policy issues, and allocate resources with input from Zone Coordinators and regional service providers
- Facilitate regional situational awareness, Common Operation Picture and information sharing with regional partners and the public
- Facilitate an effective and efficient resource management process

#### RCECC Joint Information Center will:

- Communicate information to the public and partners that may affect their lives, safety, health, property, or services
- Implement a Joint Information System to assist in coordinating public information

#### Zone Coordinator(s) may:

- Represent the cities within their designated zone in the RCECC
- Collect and communicate information to the RCECC and the Incident Manager
- Collaborate with the Incident Manager to establish and adjust regional objectives, identify policy issues, and allocate resources
- Direct partner representatives to seek resources within their zone before forwarding requests to the RCECC

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- Request regional decision-making on policy issues with notice to the emergency managers
- Maintain situation awareness on needed policy issues and resource requests
- Make limited operational decisions on behalf of their designated zone
- Facilitate information sharing between RCECC and Zone

#### RCECC Sections will:

- Develop situational awareness and support information sharing throughout the region and up to the state.
- Receive, allocate, track resource issues from county departments and regional partners. Any resources that cannot be provided from within the geographic county shall be attained via contract or forwarded onto the state for action.
- Manage and retain documentation in support of the incident.
- Serve as network control for regional radio communications between regional **Emergency Operations or Coordination Centers**

#### Local Authorized EOCs and ECCs will:

- Work within their organization's and zone's resources and capabilities before requesting resources from the RCECC
- Communicate resource requests to the RCECC Logistics Section and their Zone Coordinator in the RCECC when availability within their zone has been exhausted
- Include private sector, non-governmental sector, and tribal nations in local EOC decisions, information sharing and resource management
- Utilize the appropriate mechanism for resource requests to the RCECC
- Support the functions and protocols established in this framework
- Have or can quickly get the authority to commit available equipment, services, and personnel to the (borrowing) organization
- Participate in decision making conference calls or physical meetings as appropriate and conditions allow

#### Emergency Contact Points will:

- Be in an established line of succession that includes names, addresses, and 24hour phone numbers for each partner
- Make emergency contact information available to regional partners, King County OEM, and the RCECC when staffed
- Have or can guickly get the authority to commit available equipment, services, and personnel to the (borrowing) organization

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 Participate in decision-making conference calls or physical meetings as appropriate and conditions allow

#### Resource Lenders will:

- Make available such resources as will not deter the Lender of the ability to continue efforts toward its own response objectives
- Abide by the conditions described in the this Framework's associated Agreement

#### Resource Borrowers will:

- First seek and exhaust access to resources within their organizational authority
- Seek mutual aid and commercial resources within their emergency management zone
- Request resources through the King County RCECC in accordance with the this Framework's associated Agreement

## State of Washington will:

- Seek and accept damage reports and situation reports from the King County **RCECC**
- Accept and process resource requests received from the King County RCECC
- Seek sources of assistance to fill regional King County logistical needs
- Proclaim a state of emergency, if warranted

#### Federal government will:

- Provide response assistance to the State of Washington as available and requested under a state proclamation of emergency
- Direct appropriate federal agencies to lend assistance to the State of Washington where possible
- As appropriate, declare a state of emergency in support of response and recovery from the impacts of an emergency in Washington State and/or to regional tribal nations

#### IV. **Direction and Coordination**

The Regional Coordination Framework does not carry the authority of code. It is a voluntary agreement between partners to the Regional Coordination Framework and the associated Agreement and any annexes that may be crafted for the benefit of the region. King County and each authorized emergency management agency within King

County are required to have, maintain, and implement their own emergency plans in accordance with Revised Code of Washington (RCW) 38.52. Similarly, other public entities, private sector, non-governmental organizations (NGOs), and tribal nations may maintain plans that describe how they will direct and manage emergencies within their scope of authority. The National Incident Management System (NIMS), National Response Framework and King County Ordinance 17075 are the basis for the regional direction and coordination function described here.

#### Purpose

The purpose of this section is to identify a mechanism for regional policy decisionmaking, a process for policy coordination and strategies for the allocation of limited resources to regional disasters within established criteria and priorities.

#### Situation and Scope

Tactical direction and control of resources available to onsite/on scene incident commanders remains within the established organizational direction of the incident commander. See this Framework's associated Agreement.

Loaned employees remain the employees of the lending organization while under the direction of the borrowing organization during their assignment.

Where regional policy decision-making is needed, elected officials may enact emergency powers, suspend or limit civil liberties, coordinate executive decisions, determine strategies for the allocation of scarce resources under proclaimed emergencies. Regional Partners may not be bound by all of the regional decisions made. Decisions may impact regional partners that are not signatories to the Framework's associated Agreement.

All political subdivisions retain the authority to direct requests for assistance to the Washington State Governor's Office and the State Emergency Management EOC.

## **Establishing Regional Decision-Making**

Regional policy decision-making may be informed by the King County Executive, Local Health Officer, the legal representative(s) of cities and tribal nations as required by the disaster and subject matters experts, as necessary. Initial coordination between impacted regional partners may occur through the initiation of a conference call by the King County RCECC, the request for such coordination by one or more Zone Coordinators, or at the request of one or more partners. Subsequent meetings, whether at the RCECC or by conference call will be scheduled and announced to all authorized emergency management agencies in sufficient time to allow maximum participation.

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Coordination meetings and call announcements will include representatives from authorized emergency management agencies under RCW 38.52.070 and tribal nations. The interests of private sector and non-governmental organizations should be represented by their most appropriate authorized emergency management agency.

The King County Executive or designee will facilitate the meetings whether virtual or conducted at the RCECC. Partners and representatives participating in regional policy decision-making may vary from disaster to disaster depending on the experienced impacts to the region. All partner representatives must have the authority to represent their organization for consensus decision-making and commitment or request resources. Verification of personnel will be conducted internally through local EOCs or ECCs.

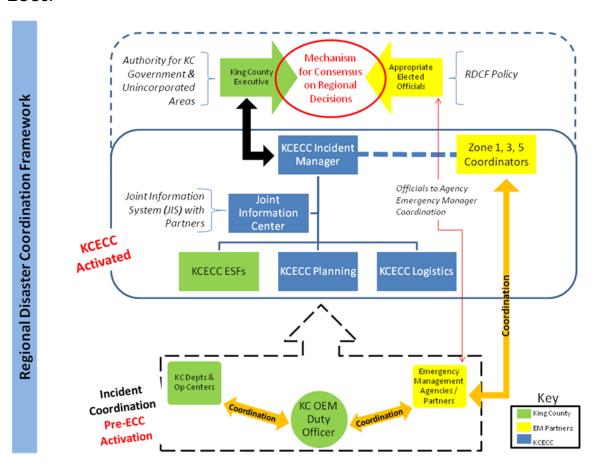


Figure 2: Information and escalation flow for regional policy decisions

#### Establish regional response priorities, policies, and decisions

Information guiding the decision-making process will be made available to all partners prior to the conference call or physical meeting.

Policy deliberations will occur between the County Executive and whichever cities and tribal nations are needed to participate in regional policy decision-making. When regional decision-making is needed, all attempts will be made to come to consensus on all decisions.

General criteria for policy decisions will include doing the most good possible within each category and may include but is not limited to:

- Preservation of life, safety and preservation of human health
- Caring for vulnerable populations
- Preservation of public infrastructure and property
- Protection of the regional economy
- Protection of the environment
- Preservation of private property

The King County Incident Manager will assign someone to document the announcement of the conference call and/or physical meeting, the participants and attendees, the agenda, decisions, next steps, and known or anticipated future conference calls or meetings times/dates and locations as may apply.

Policy decisions will be communicated through local Emergency Operations and Coordination Centers and disseminated via the Joint Information System.

#### ٧. Information Collection, Analysis, and Dissemination

For the purposes of the Regional Coordination Framework, the collection, analysis, and dissemination of information include Situational Awareness and Public Information.

#### **Situational Awareness**

Situational awareness is knowing what is going on around the region, understanding what needs to be done in the region, and distributing such information to regional partners.

#### **Purpose**

The purpose of this section is to describe the process of how the region establishes and maintains situational awareness during regional incidents and events. This process is critical to effectively create stability, implement response, and undertake recovery within the region. With this process documented, the region will have a major component of its Common Operating Picture (COP) established.

#### Situation and Scope

Situational awareness is developed by timely and accurate information about the level of impact, resources currently utilized in the response, resources available to support the response, and perceived needs of the jurisdiction, partner and public. Each entity manages the information and needs specific to that entity and its area of responsibility. When entities share their specific situational awareness with each other and partners develop an understanding of each other's impacts and needs, a Common Operating Picture (COP) is created. The development and management of situational awareness and a Common Operating Picture are vital to effective and efficient response and proactive planning on a regional level.

## **Responsibilities**

It is expected that all partners (public entities, tribal nations, private sector, and nongovernmental organizations) manage their own situational awareness streams. When disasters occur, impacted partners will consolidate damage and situational information with their most appropriate emergency management jurisdiction EOC or ECC. Local EOCs and ECCs will relay all appropriate information to the King County RCECC. The region's situational awareness and Common Operating Picture are dependent on all streams of information.

The County Zone Coordinators will play a pivotal role by incorporating information from their related geographic areas into the region's COP. The King County RCECC will have the responsibility to collate these streams into a shared situational awareness as part of the region's COP.

## **Concept of Operations**

Information collection, analysis, and dissemination are critical elements that must be maintained before, during, and after a disaster. Through coordination and collaboration, KCOEM and regional partners support a regional information management strategy through all phases of emergency management with a particular emphasis on both preparedness and response to ensure a smooth transition into a response drive information management cycle.

Since situational awareness is part of a larger COP, an information management cycle (often referred as a reporting cycle) will be developed to facilitate regional partners providing their information streams. The cycle will identify when information will be collected and distributed.

The 24 hour cycle of the regional planning clock consists of two operational shifts within the RCECC, beginning at 0700 and 1900 respectively. In general, the RCECC will

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compile information and publish it in a situation report every 12 hours. Additionally, snapshots, brief updates to the more complete situation report, may be generated every three hours. Partners are expected to maintain the capability to share and receive information and to actively participate in information sharing within the region.

Recognizing that not every incident will occur on a timetable to easily fit within the 24 hour planning clock established; the King County RCECC may adjust the planning clock as necessary but will always strive to attain a 0700 and 1900 cycle. One benefit of the planning clock is the pre-determined sequence of events that are necessary to best prepare for and inform critical decision making throughout the response coordination. The planning clock recognizes the importance of sequencing events where the collection and analysis of available information is followed by internal briefings, distribution of information to partners and the public, internal and external conference calls, and objective setting for future operational periods. The schedule of these information management steps recognizes the local and national media deadlines for the morning work commute (usually about 0430) and the evening commute deadline (usually about 1500).

Fundamental products of situational awareness such as snapshots, situation reports, etc., are designed to represent the current situation and ultimately project the future status of an incident or event. Essential elements of information will be identified for each disaster or planned event. At a minimum the following essential elements of information will be incorporated within snapshots and situation reports:

- Current situation or situation update
- Availability of regional services
- Local operation and coordination center activation status(es)
- Impact on and response by geographic area (i.e. city or zone) or Emergency Support Function (i.e. transportation, public health, utility, etc)

#### References

- Zone 1, 3, and 5 Situation Report Templates
- KC RCECC Situation Report and Snapshot Templates
- King County CEMP
- List of Plans-Reference to "Plans Inventory"

#### VI. **Public Information**

A cooperative and technically effective use of the media, Internet, social media channels, and community warning systems will provide the best chance of conveying life-safety and public awareness information to large numbers of at-risk people.

#### **Purpose**

The purpose of this section is to establish a regional Joint Information System (JIS) that will support emergency response through the effective development, coordination, and dissemination of emergency public information in the event of a wide-spread emergency or disaster within King County. The expected outcomes of this coordinated planning effort are intended to facilitate:

- Coordinating communications between agencies, tribal nations, and organizations with the media and public for accurate and consistent messaging
- Establishing a central point for information distribution on behalf of partners needing public information assistance as well as facilitating regional information coordination
- Expanding the utility of electronic notification systems to include online multiorganizational systems to intentionally enhance information sharing amongst partners
- Establishing and/or utilizing redundant community warning systems to ensure messaging is sent to impacted areas by the most expedient means possible

## Situation and Scope

When multiple regional partners recognize a need to coordinate the distribution of emergency information to the public, a Joint Information System may provide a process for consistent messaging. A Joint Information System may include a wide range of public, private, non-governmental, or tribal partners to include partners from beyond the geographic boundaries of King County.

#### Responsibilities

All partners are invited to contribute to this communication capability. While there are some agencies, prescribed by law or designated authority, that are responsible to enact specific systems, such as the Emergency Alert System and other jurisdictional or community warning systems (i.e. reverse 911 capabilities), it is with the combined and coordinated use of all our collective communication systems that we can reach the broadest number of people with the most accurate information-

#### **Public and Tribal Entities**

E911 Centers in King County, The King County RCECC, Public Health - Seattle & King County, cities, special purpose districts, and Tribal EOC's, National Weather Service, Washington State Emergency Management Division, are all

examples of public sector organizations and Tribal Nations with warning and notification capabilities. These organizations use their access to electronic notification systems, websites, web based systems, reverse dialing from 911 database, social media, PIO's, media releases, phone banks, trap lines, and volunteers who hand deliver information to disseminate and receive critical information.

#### **Private Sector**

Private partners can aid in warning and notification by coordinating the release of critical information or receiving information through their own internal communication processes and working within the Regional Joint Information System (see below for definition) to disseminate and receive critical information.

#### Non-Governmental Organizations (NGOs)

Non-government organizational partners also aid in reaching the more vulnerable populations that may not receive warning messages from more traditional means. Ensuring that NGOs support the receipt and dissemination of critical information is critical to meeting the needs of vulnerable community members.

#### **Concept of Operations**

This section assumes that regional partners will establish a public information function to provide emergency information and warning to their respective communities and constituent's before, during, and after a disaster or planned event. This emergency information function should include the coordination of information with other affected organizations. For the purposes of the Regional Coordination Framework, we are addressing the need to coordinate for a wide scale disaster with regional impacts.

#### **Notification and Warning**

There are multiple warning systems that currently exist throughout all levels of government that provide alert and warning notification to governmental agencies as well as the public. Details on specific systems can be accessed through the appropriate local emergency management jurisdiction. Non-governmental, private and non-profit partners should be familiar with the various systems available through their respective emergency management jurisdiction. All partner organizations should also be familiar with the various systems utilized by partner emergency management jurisdictions to activate support personnel and Emergency Contact Points identified in accordance with this Framework. All partner organizations are encouraged to use their agency's email, social media sites, and phone systems to pass on appropriate warnings to employees and customers.

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## Joint Information Centers/System (JIC/JIS)

Joint Information Centers (JICs) are physical and centralized locations from which public affairs and critical emergency information responsibilities are performed. JICs facilitate operation of a Joint Information System (JIS) – the mechanism used to organize, integrate, and coordinate information to ensure timely, accurate, accessible, and consistent messaging across multiple jurisdictions and organizations.

The King County RCECC will activate a regional JIC/JIS as needed to verify and align various streams of information, and release timely messages to the media, key stakeholders, and the general public. This information is issued in cooperation with affected jurisdictions, agencies, and organizations. Regional partners may be asked to send a representative to assist with JIC/JIS operations, either through direct support within the JIC or via remote access (phone, internet, video conferencing). This does not preclude any jurisdiction, agency, organization, or Tribal Nation from issuing information that pertains to them exclusively; however it is highly recommended that the regional JIC/JIS be informed of those communications.

#### References

- King County CEMP ESF 15
- King County Emergency Coordination Center Operations Manual
- King County Public Information Officers (PIO) Procedures Guidelines
- Regional Joint Information Center (JIC) Manual

#### VII. Communication

The ability to communicate through a variety of different mediums in order to share timely information and to gain accurate situational awareness is critical during disasters and planned events. During a large scale regional disaster it is paramount to sound decision-making.

#### **Purpose**

The purpose of this section is to establish a communication process where regional partners will have the capability to access information "lines" to the King County RCECC, while establishing one central location to collect, prioritize, and disseminate information. These access modalities can generate from several different technologies. Redundant systems are in place for better odds of gaining access during times when many of these communication modes may not be functional.

#### **Situation and Scope**

This section of the Framework describes the communications process and systems needed to manage information collection and distribution during a disaster or planned event as the organizational structure expands and contracts within geographic King County.

## Responsibilities

It is expected that all partner organizations will endeavor to obtain and maintain a variety of ways to communicate their status and resource needs to their respective emergency management jurisdiction and the King County RCECC during disasters and planned events. The King County Office of Emergency Management will test these internal communication systems on a regular basis to ensure communication connectivity with regional partners. Maintaining communication connectivity is critical to successful response during a disaster. It is expected that regional partners will work with KCOEM to maintain their internal communications systems, test them, and improve upon them as resources allow.

King County RCECC may act as a network control manager for radio frequencies and talk groups used to maintain situation awareness, support decision-making, manage resources, or to continue regional services.

#### **Concept of Operations**

To facilitate internal communication for situational awareness, partners have a variety of means at their disposal to give and receive information.

Emergency communications includes tools, processes, interoperability, and redundancy that govern the management of information, warning and notifications, decision-making, and resource management. Survivable infrastructure is an important element of the support needed to ensure continuous communications within and between regional partners. Available tools may include email, regular phone service, cell phones, 800 MHz radios and talk groups, VHF radio frequencies, amateur radio, facsimiles, the internet, social media, reverse 911 programs, or other technology.

King County, in cooperation with other local jurisdictions and organizations, will support regional collaboration and information sharing. The RCECC will serve as the primary information hub for regional communications including a regional Common Operating Picture. Information on operational or policy topics may be posted as available.

## **References**

- King County Communications Plan
- Tactical Interoperable Communications Plan

#### VIII. Administration, Finance, and Logistics

This section to the Regional Coordination Framework describes the maintenance of the document and the management of resources in response to emergency impacts to geographic King County. The financial management of costs and expenses incurred during an emergency is covered in the associated Agreement to this Framework.

#### **Resource Management**

Mutual Aid is considered the pre-agreed sharing of resources between entities to support response activities. During a disaster or planned event, requests for mutual aid within the zone should be the first call for help. During a disaster or when requests for mutual aid cannot be granted, any threatened participating organization can request resources from other participating organizations. This document facilitates the sharing of resources amongst regional partners willing and able to share resources.

The Resources section of the Regional Coordination Framework Agreement addresses resource lending and borrowing protocols. When a disaster is large or complex enough to initiate an emergency proclamation from the city, county or state level; various emergency powers may be enacted to aid and support resource management. Only jurisdictional cities, counties and tribal nations can sign an emergency proclamation. If further support is needed, the chief elected official or their successor/designee of the affected partner will proclaim an emergency, and then contact their designated Zone Coordinator or other Point of Contact and/or the King County RCECC to request further assistance.

Assistance may be requested by using one of the following mechanisms:

- A request or supply of resources under the auspices of this Framework's associated Agreement, or
- A request or supply of resources under the auspices of Intra-State Mutual Aid or Emergency Management Assistance Compact, or
- A request or supply of resources under the auspices of another form of mutual aid or other assistance.

Resource management involves knowing what resources are available to the region or county (inventory), identifying them based on what they are and what they can do (type and kind) and developing procedures and protocols for their use (request, dispatch, demobilization/recall).

#### **Purpose**

The purpose of this section is to describe a resource management process which regional partners within King County will follow in a disaster.

## **Situation and Scope**

This section of the Framework describes the processes for management of regional finance and logistics during and after a disaster impacting regional partners to the Regional Coordination Framework and associated Agreement. This Framework expands on those principals described under Intra-State Mutual Aid RCW 38.56 for sharing resources.

## Responsibilities

Regional partners will endeavor to obtain the ability identify, inventory, request, deploy, track and recall the critical resources needed to respond to, and recover from, any disaster.

Logistical and resource coordination will be through the three King County Emergency Coordination Zones and the King County Regional Communications and Emergency Coordination Center (RCECC).

The staff of the activated RCECC will coordinate and support regional resource management activities in collaboration with the region's Resource Management Workgroup through all phases of emergency management. Since resource management is critical to a successful resolution during a disaster, it is important that each regional partner commits to establish a process to describe, inventory, request, deploy and track resources within their jurisdictions and to work in a cooperative effort with the King County RCECC.

Equipment, supplies, and personnel needed by partner organizations should be sought first from within their own agency/jurisdictions/organization, other local sources, mutual aid agreements, then within the King County Fire/Emergency Management zone, and then from King County RCECC. Resource needs beyond the capacity of the local level and King County will be forwarded to the State of Washington or through the State to the Federal Government.

Regional Coordination Framework partners will follow the legal and financial guidelines established in the associated Agreement.

In situations where important resources are scarce, the regional decision-making mechanism may be utilized to recommend strategies for resource management. The King County Executive, or designee, still retains the authority for King County government resource priorities and distribution. As noted earlier and also reflected in the Framework's associated Agreement, all entities retain authority over their resources, and respective elected officials retain authority over their government resource priorities and distribution. See Direction and Coordination.

## **Concept of Operations**

King County Office of Emergency Management maintains a 24/7 duty officer capability to assist partners during events when coordination needs arise. When activated for disasters or planned events, the RCECC will be the focal point for resource management for all regional partners within King County, King County government and unincorporated areas.

KC RCECC, in cooperation with other local jurisdictions, will

- Provide technology to assist with the primary tasks associated with resource management
- Manage a process to describe, inventory, request and track resources
- Activate these systems before and during a disaster/event
- Dispatch resources before and during a disaster/event
- Deactivate/demobilize or recall resources during or after a disaster/event

The KC RCECC will accept resource requests utilizing information provided on accepted forms. The resource requests will be accepted by: phone, email, radio, facsimile, hardcopy or any verifiable electronic method. Confirmation of receipt with the requestor will be made as soon as possible.

Requests for resources should be stated in terms of need (i.e. type and kind, mission requirements, etc.) and the particular resource if known. Should clarification of the request be required, follow-up may be conducted by a RCECC Logistics Section staff member, appropriate Zone Coordinator, or appropriate ESF representative.

The KC RCECC will update the resource request status, ensuring full disclosure of where the request is within the process. All requested resources will be tracked through completion of assignment as many resources will be in high demand amongst the many regional partners within King County. Effective and efficient response coordination is

aided by expeditious reassignment of resources from partner to partner rather than having a high demand resource is completely demobilized from the disaster and returned to its parent organization prior to reassignment to another requesting partner.

The borrowing organization will maintain status and resource information for effective and efficient resource use. Resources committed to a disaster will remain available to that incident site until they are released by the on-scene command structure or re-called by their own organization.

When resources are no longer needed, they will be released and demobilized by the onscene Incident Commander/Manager, the organization that made the initial request, or the RCECC Incident Manager. The requestor must ensure that the resource is in the agreed upon condition prior to returning to the lending agency or vendor. In addition, the requestor must communicate the resource status to the KC RCECC for tracking.

#### References

- Memorandum of Understanding for Coordinated Policy and Decision Making During an Emergency
- Resource Typing System Governance Document
- King County CEMP ESF 7 Resource Support
- KC RCECC Resource Request Process
- Revised Code of Washington 38.56

#### IX. **Document Development and Maintenance**

#### **Planning Limitations**

This Framework and associated Agreement forge new territory as a cooperative agreement among public and private organizations, and as such, may not have completely anticipated the issues in public/private cooperation and resource sharing. During simulations, exercises, or real disaster, interactions may occur that illustrate shortcomings in the design that would require modifications or clarifications in this Framework.

In a situation where the King County RCECC cannot perform the duties outlined in this document, those duties could be assumed by the Washington State EOC.

Regional partners to this Framework will make every reasonable effort to prepare for their responsibilities identified within this document in the event of a disaster. However, all resources and systems are vulnerable to natural, technological and human caused

disasters and may be overwhelmed. Regional partners can only attempt to respond based on the situation, information and resources available at the time.

There is no guarantee implied by this Framework that a perfect response to a disaster or planned event will be practical or possible. Regional partners, including their officials and employees, shall not be liable for any claim based upon the exercise of, or failure to exercise or perform a public duty or a discretionary function or duty while carrying out the provisions of this Framework.

#### **Training and Exercises**

#### **Training**

Training is a vital component to helping all regional partners understand the purpose and scope of the document. Collaboratively, regional partners are responsible for training their organizations to the purpose, scope and operations of the Framework. The King County Office of Emergency Management is responsible for assisting potential partners with training their community or organization. The training effort can be accomplished through presentations to public, private and non-profit organizations on the benefits of working within the auspices of the Regional Coordination Framework.

#### **Exercises**

Exercises are conducted to determine if the Framework is operationally sound. Exercises of the Regional Coordination Framework may be conducted collectively as a county region, by zone or by individual partner. Evaluations of exercises will identify strengths and weaknesses encountered during the exercise and may identify necessary changes to the document and components. In conjunction, training may also be identified to facilitate in overall effectiveness of the Framework and its support documents.

#### **Ongoing Document Development and Maintenance**

This framework has been developed and will be regularly updated by the Regional Disaster Planning Work Group. The Work Group consists of representatives from regional partners and serves as a subcommittee to the King County Emergency Management Advisory Committee (EMAC), which in turn serves as an advisory entity to the King County Executive and the King County Office of Emergency Management (OEM).

The King County OEM will ensure continuity of the Regional Disaster Planning Work Group, which will coordinate updates to this document. King County OEM will maintain and publish the Framework and supporting materials on the King County OEM web site at <a href="http://www.kingcounty.gov/prepare">http://www.kingcounty.gov/prepare</a>.

Suggested changes will be considered yearly and can be mailed to: King County Office of Emergency Management, 3511 NE 2<sup>nd</sup> Street, Renton WA 98056. Faxes will be received at (206) 205-4056. Telephone messages can be left at OEM's general number: (206) 296-3830. The King County OEM Plans Manager is the staff person specifically tasked with the maintenance of the Regional Coordination Framework, its associated Agreement and any annexes to the Framework.

Modifications to this Regional Coordination Framework and its associated Agreement will be developed by the Regional Disaster Planning Work Group and then submitted to the Emergency Management Advisory Committee for review and comment. Further vetting with regional partners beyond the membership of EMAC will also be conducted.

#### X. Terms and Definitions

'Agreement' – refers to identical agreements executed in counterparts which bind the executing signatory partners to its terms and conditions to provide and receive Emergency Assistance. The terms and conditions of the Agreement are all identical and the execution of the Agreement binds a signatory partner to all other signatory partners who have executed identical Agreements in counterparts. To be effective for purposes of receiving Emergency Assistance, this Agreement and the Regional Coordination Framework must be fully executed and received by the King County Office of Emergency Management.

<u>'Borrower'</u> – refers to a signatory partner who has adopted, signed and subscribes to the associated Agreement, and has made a request for emergency assistance and has received commitment(s) to deliver emergency assistance pursuant to the terms of the Agreement.

'<u>Disaster</u>' – refers to but is not limited to, a human-caused or natural event or circumstance within the area of operation of any participating partner causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of the affected signatory partner, in terms of personnel, equipment and facilities, thereby requiring emergency assistance.

'Emergency Contact Points' – refers to the persons, in a line of succession, listed on the Emergency Contact Information Form to be submitted to the Zone Coordinator and the King County Office of Emergency Management by each partner. The list includes names, addresses, and 24-hour phone numbers of the Emergency Contact Points of each partner. The people listed as Emergency Contact Points will have (or can quickly get) the authority of the partner to commit available equipment, services, and personnel for the organization. Note: The phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Emergency Contact Point(s) is acceptable.

'Emergency Operations or Coordination Center (EOC/ECC)' – refers to a location from which coordination of emergency response and recovery functions can be hosted.

'Framework' – 'Regional Coordination Framework for Public and Private Organizations in King County' ("Framework") means an all-hazards architecture for collaboration and coordination among jurisdictional, organizational and business entities during emergencies in King County.

'Lender' – refers to a signatory partner who has signed the Agreement and has agreed to deliver Emergency Assistance to another signatory partner pursuant to the terms and conditions of the Agreement.

'Long-term Recovery' – (FEMA description) refers to the phase of recovery that may continue for months or years and addresses complete redevelopment and revitalization of the impacted area.

'National Incident Management System' (NIMS) – (FEMA description) refers to the systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment.

'RCECC' – refers to the King County Regional Communications and Emergency Coordination Center; the location from which information and resource management is conducted in support of disasters or planned events.

'Region' – refers to geographic King County and its adjacent jurisdictions.

'Regional Partners' – refers to all public, private, non-governmental, or tribal organizations that may or may not be signatory/subscribing organizations to the Regional Coordination Framework, the associated Agreement and its annexes.

'Regional Policy Decision-Making' – refers to the mechanism established to enact emergency powers, suspend or limit civil liberties, coordinate executive decisions, and/or determine strategies for the allocation of scarce resources under proclaimed emergencies.

'Regional Service Providers' – refers to those organizations, both public and private, that provide services to the region. These may include but are not limited to: adult and juvenile detention facilities, water and sewer utilities, power companies, transit, food distribution, or other services.

'Response' - (FEMA description) refers those capabilities necessary to save lives, protect property and the environment, and meet basic human needs after a disaster has occurred.

'Short Term Recovery' – (FEMA description) refers to the phase of recovery which addresses the health and safety needs beyond rescue, the assessment of the scope of damages and needs, the restoration of basic infrastructure and the mobilization of recovery organizations and resources including restarting and/or restoring essential services for recovery decision-making.

'Signatory Partners' – refers to those organizations signatory to the associated Agreement of the current Regional Coordination Framework.

'Zone(s)' – refers to those geographic areas conforming to the fire response zones in King County and designated Zone 1 (north and northeast county), Zone 3 (south and southeast county to include Vashon Island), and Zone 5 (the City of Seattle).

'Zone Coordination Function' – refers to those activities that may include pre-planning, training, or information collection and resource status activities within a particular Zone.

'Zone Coordinators' – refers to those individuals who may perform the Zone Coordination Function.

#### XI. **Authorities and References**

#### **RCW 38.52.070 (summary)**

Incorporated jurisdictions in King County are mandated by RCW 38.52.070 to perform emergency management functions within their jurisdictional boundaries. Although

special purpose jurisdictions and private businesses are not mandated under RCW 38.52, this framework allows such entities to participate in this regional response plan.

## RCW 38.56 Intrastate Mutual Aid System (summary)

Code that describes the sharing of resources between political subdivisions of Washington State, documents like mutual aid agreements, and others governing the terms under which resource may be borrowed, loaned, and reimbursement protocols.

#### King County Ordinance 17075, May 2, 2011

The King County Office of Emergency Management is tasked with regional coordination in disaster preparedness, response, recovery and mitigation by King County ordinance 17075.

Excerpts: "The mission of the office of emergency management shall be to provide for the effective direction, control, and coordination of county government emergency services functional units, to coordinate with other governments and the private, nongovernmental sector, in compliance with a state-approved comprehensive emergency management plan, and to serve as the coordinating entity for cities, county governmental departments, and other appropriate agencies during incidents and events of regional significance.

#### And,

"Foster cooperative planning at all levels to enable a uniform and rational approach to the coordination of multi-agency and multi-jurisdictional actions for all regional mitigation, preparedness, response, and recovery efforts."

#### The Washington Mutual Aid Compact (WAMAC)

The Washington Mutual Aid Compact (WAMAC) is the operational implementation of the Intrastate Mutual Aid System and provides for resource sharing between governments in response to a disaster which overwhelms local and mutual aid resources. The elements of this Regional Coordination Framework are designed to work in conjunction with the operational elements of WAMAC.

#### **Mutual Aid Agreements**

Any participating organization may enter into separate emergency assistance or mutual aid agreements with any other entity. No such separate agreement shall terminate any responsibility under the Regional Coordination Framework or associated Agreement.



## **AGREEMENT**

# Regional Coordination Framework for Disasters and Planned Events

for Public and Private Organizations in King County, Washington

February 2014

## Updating Process of former "Omnibus Legal and Financial Agreement"

As the development of the 'Regional Disaster Plan' began in 1999, there was also a need to create a 'mechanism to share resources.' The Plan focused on establishing a cooperative and voluntary platform linking private businesses, nonprofit organizations, government agencies, and special purpose districts. A legal document was needed to address emergency assistance covering the legal and financial obligations of partners sharing personnel, equipment materials and/or support during a disaster.

Back in 1999 to 2001, legal advisors from King County Prosecuting Attorney's Office and several other public and private entities worked together to frame the appropriate legal and liability language forming the 'Omnibus Legal and Financial Agreement.' The Agreement withstood the legal review and approval of many public, private and nonprofit organizations that thereafter signed onto the Plan and Omnibus.

As the Plan transitioned and evolved into the 'Framework,' the time was also appropriate to revisit the Omnibus. Over the twelve year tenure of the Omnibus, mutual aid methodology and practices had evolved at the regional, State and Federal levels; as well as alterations in the Federal Emergency Management Agency (FEMA) public assistance arena.

In 2012 a subcommittee of the Regional Disaster Planning Work Group began the process to revisit the Omnibus language. The subcommittee existed of legal advisors from King County, City of Auburn and City of Seattle and emergency managers from King County, Seattle, Bellevue, Zone 1, Zone 3 and Washington State. Through several meetings leveraging the guidance and expertise of the legal and mutual aid subject matter experts involved, the subcommittee finalized the current draft of the 'AGREEMENT for Organizations Participating in the Regional Coordination Framework for Disasters and Planned Event for Public and Private Organizations in King County, Washington.' A large percentage of the original language has stayed the same with a few language and terminology updates. The key areas of adjustment include:

#### **New Changes**

Document re-titled to 'Agreement' – simpler title; Replaced 'Omnibus Legal and Financial Agreement'

Replaced 'Plan' wording throughout document with 'Framework'

Replaced 'Omnibus' wording throughout document with 'Agreement'

Terminology changes made by replacing 'borrower' and 'lender' with 'requester' and 'responder'

Adjusted language in 'Article I – Applicability' to say "...located in King County."; Replaced "...in and bordering geographic King County."

Updated verbiage in 'Article II – Definitions' on 'Basic Plan' and 'Package' since it is now a 'Framework'

Cleaned-up language in 'Article II – Definitions' on 'Emergency'

#### Regional Coordination Framework AGREEMENT

Cleaned-up language in 'Article II – Definitions' on 'Emergency Contact Points'

Updated respective sections with correct King County Office of Emergency Management address; Former '7300 Perimeter Road' address

Updated verbiage in 'Article IV – Role of Emergency Contact Point for Signatory Partners Renaming to and cleaned-up language in 'Article VI – Payment and Billing'; Formerly titled 'Article VI – Payment for Services and Assistance'

Cleaned-up language in 'Article VIII – Requests for Emergency Assistance'

Removed section 'IX – General Nature of Emergency Assistance'; Repetitive of existing language

Renaming to 'Article IX – Provision of Equipment'; Formerly 'Article X – Loans of Equipment'

Renaming to 'Article X – Provision of Materials and Supplies'; Formerly 'Article XI – Exchange of Materials and Supplies'

Renaming to 'Article XI – Provision of Personnel'; Formerly 'Article XII – Loans of Personnel'

Renaming to and cleaned-up language 'Article XII – Record Keeping'; Formerly 'Article XIII – Record keeping'

Renaming to and cleaned-up language 'Article XIII – Indemnification, Limitation of Liability, and Dispute Resolution'; Formerly 'Article XIV – Indemnification and Limitation of Liability'

Articles following have been renumbered and renamed appropriately

#### **AGREEMENT**

for organizations participating in the Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County, Washington

This AGREEMENT ("Agreement") is entered into by the public and private organizations who become signatories hereto ("Signatory Partners") to facilitate the provision of Emergency Assistance to each other during times of emergency.

**WHEREAS**, the Signatory Partners have expressed a mutual interest in the establishment of an Agreement to facilitate and encourage Emergency Assistance among participants; and

**WHEREAS,** the Signatory Partners do not intend for this Agreement to replace or infringe on the authority granted by any federal, state, or local governments, statutes, ordinances, or regulations; and

**WHEREAS**, in the event of an emergency, a Signatory Partner may need Emergency Assistance in the form of supplemental personnel, equipment, materials or other support; and

**WHEREAS**, each Signatory Partner may own and maintain equipment, stocks materials, and employs trained personnel for a variety of services and is willing, under certain conditions, to provide its supplies, equipment and services to other Signatory Partners in the event of an emergency; and

**WHEREAS**, the proximity of the Signatory Partners to each other enables them to provide Emergency Assistance to each other in emergency situations.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, each Signatory Partner agrees as follows:

#### Article I - APPLICABILITY.

A private or public organization located in King County, Washington, may become a Signatory Partner by signing this Agreement and becoming bound thereby. This Agreement may be executed in multiple counterparts.

#### Article II - DEFINITIONS.

- A. 'Assistance Costs' means any direct material costs, equipment costs, equipment rental fees, fuel, and the labor costs that are incurred by the Responder in providing any asset, service, or assistance requested.
- B. 'Emergency' means an event or set of circumstances that qualifies as an emergency under any applicable statute, ordinance, or regulation.
- C. 'Emergency Assistance' means employees, services, equipment, materials, or supplies provided by a Responder in response to a request from a Requester.
- D. 'Emergency Contact Points' means persons designated by each Signatory Partner who will have (or can quickly get) the authority to commit available equipment, services, and personnel for their organization.
- E. 'King County Emergency Management Advisory Committee ("EMAC")' is the Committee established in King County Code 2.36.055.
- F. 'Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County' ("Framework") means an all hazards architecture for collaboration and coordination among jurisdictional, organizational, and business entities during emergencies in King County.
- G. 'Requester' means a Signatory Partner that has made a request for Emergency Assistance.
- H. 'Responder' means a Signatory Partner providing or intending to provide Emergency Assistance to a Requester.
- I. 'Signatory Partner means any public or private organization in King County, WA, that enters into this Agreement by signature of a person authorized to sign.
- J. 'Termination Date' is the date upon which this agreement terminates pursuant to Article V.

#### Article III - PARTICIPATION.

Participation in this Agreement, and the provision of personnel or resources, is purely voluntary and at the sole discretion of the requested Responder. Signatory Partners that execute the Agreement are expected to:

- A. Identify and furnish to all other Signatory Partners a list of the Organization's current Emergency Contact Points together with all contact information; and .
- B. Participate in scheduled meetings to coordinate operational and implementation issues to the maximum extent possible.

# Article IV - ROLE OF EMERGENCY CONTACT POINT FOR SIGNATORY PARTNERS.

Signatory Partners agree that their Emergency Contact Points or their designees can serve as representatives of the Signatory Partner in any meeting to work out the language or implementation issues of this Agreement.

The Emergency Contact Points of a Signatory Partner shall:

- A. Act as a single point of contact for information about the availability of resources when other Signatory Partners seek assistance.
- B. Maintain a manual containing the Framework, including a master copy of this Agreement (as amended), and a list of Signatory Partners who have executed this Agreement.
- C. Each Signatory Partner will submit its Emergency Contact Information Form to the King County Office of Emergency Management ("KCOEM"). KCOEM will maintain a list showing the succession in all the Signatory Partners. This list will include names, addresses, and 24-hour phone numbers of the Emergency contact points (2-3 deep) of each Signatory Partner. Note: the phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Emergency contact point(s) is acceptable.

#### **Article V - TERM AND TERMINATION.**

A. This Agreement is effective upon execution by a Signatory Partner.

B. A Signatory Partner may terminate its participation in this Agreement by providing written termination notification to the EMAC, care of the KCOEM, 3211 NE 2<sup>nd</sup> Street, Renton WA 98056, or by Fax at 206-205-4056. Notice of termination becomes effective upon receipt by EMAC which shall, in turn, notify all Signatory Partners. Any terminating Signatory Partner shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.

#### Article VI - PAYMENT AND BILLING.

- a. Requester shall pay to Responder all valid and invoiced Assistance Costs within 60 days of receipt of Responder's invoice, for the Emergency Assistance services provided by Responder. Invoices shall include, as applicable, specific details regarding labor costs, including but not limited to the base rate, fringe benefits rate, overhead, and the basis for each element; equipment usage detail and, material cost breakdown.
- b. In the event Responder provides supplies or parts, Responder shall have the option to accept payment of cash or in-kind for the supplies or parts provided.
- c. Reimbursement for use of equipment requested under the terms of this Agreement, such as construction equipment, road barricades, vehicles, and tools, shall be at the rate mutually agreed between Requester and Responder. The rate may reflect the rate approved and adopted by the Responder, a rate set forth in an industry standard publication, or other rate.

#### Article VII - INDEPENDENT CONTRACTOR.

Responder shall be and operate as an independent contractor of Requester in the performance of any Emergency Assistance. Employees of Responder shall at all times while performing Emergency Assistance continue to be employees of Responder and shall not be deemed employees of Requester for any purpose. Wages, hours, and other terms and conditions of employment of Responder shall remain applicable to all of its employees who perform Emergency Assistance. Responder shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Requester shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Responder's employees. The costs associated with requested personnel are subject to the reimbursement process outlined in Article XI. In no event shall Responder or its officers, employees, agents, or representatives be authorized (or

represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of or as agent for Requester under or by virtue of this Agreement.

#### Article VIII - REQUESTS FOR EMERGENCY ASSISTANCE.

Requests for Emergency Assistance shall be made by a person authorized by the Requester to make such requests and approved by a person authorized by Responder to approve such requests. If this request is verbal, it must be confirmed in writing within thirty days after the date of the request.

#### Article IX - PROVISION OF EQUIPMENT.

Provision of equipment and tools loans is subject to the following conditions:

- At the option of Responder, equipment may be provided with an operator. See Article XI for terms and conditions applicable to use of personnel.
- 2. Provided equipment shall be returned to Responder upon release by Requester, or immediately upon Requester's receipt of an oral or written notice from Responder for the return of the equipment. When notified to return equipment to Responder, Requester shall make every effort to return the equipment to Responder's possession within 24 hours following notification. Equipment shall be returned in the same condition as when it was provided to Requester.
- 3. During the time the equipment has been provided, Requester shall, at its own expense, supply all fuel, lubrication and maintenance for Responder's equipment. Requester shall take proper precaution in its operation, storage and maintenance of Responder's equipment. Equipment shall be used only by properly trained and supervised operators. Responder shall endeavor to provide equipment in good working order. All equipment is provided "as is", with no representations or warranties as to its condition, fitness for a particular purpose, or merchantability.
- 4. Responder's cost related to the transportation, handling, and loading/unloading of equipment shall be chargeable to Requester. Responder shall submit copies of invoices from outside sources that perform such services and shall provide accounting of time and hourly costs for Responder's employees who perform such services.

5. Without prejudice to Responder's right to indemnification under Article XIII herein, in the event equipment is lost, stolen or damaged from the point the Requestor has the beneficial use of the equipment, or while in the custody and use of Requester, or until the Requestor no longer has the beneficial use of the equipment, Requester shall reimburse Responder for the reasonable cost of repairing or replacing said damaged equipment. If the equipment cannot be repaired within a time period required by Responder, then Requester shall reimburse Responder for the cost of replacing such equipment with equipment which is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of Responder. If Responder must lease or rent a piece of equipment while Responder's equipment is being repaired or replaced, Requester shall reimburse Responder for such costs. Requester shall have the right of subrogation for all claims against persons other than parties to this Agreement that may be responsible in whole or in part for damage to the equipment. Requester shall not be liable for damage caused by the sole negligence of Responder's operator(s).

### Article X - PROVISION OF MATERIALS AND SUPPLIES.

Requester shall reimburse Responder in kind or at Responder's actual replacement cost, plus handling charges, for use of partially consumed, fully consumed, or non-returnable materials and supplies, as mutually agreed between Requester and Responder. Other reusable materials and supplies which are returned to Responder in clean, damage-free condition shall not be charged to the Requester and no rental fee will be charged. Responder shall determine whether returned materials and supplies are "clean and damage-free" and shall treat material and supplies as "partially consumed" or "non-returnable" if found to be damaged.

### Article XI - PROVISION OF PERSONNEL.

Responder may, at its option, make such employees as are willing to participate available to Requester at Requester's expense equal to Responder's full cost, including employee's salary or hourly wages, call back or overtime costs, benefits and overhead, and consistent with Responder's personnel union contracts, if any, or other conditions of employment. Costs to feed and house Responder's personnel, if necessary, shall be chargeable to and paid by Requester. Requester is responsible for assuring such arrangements as may be necessary for the safety, housing, meals, and transportation to and from job sites/housing sites (if necessary) for Responder's personnel. Responder shall bill all costs to Requester, who is responsible for paying

all billed costs. Responder may require that its personnel providing Emergency Assistance shall be under the control of their regular leaders, but the organizational units will come under the operational control of the command structure of Requester. Responder's employees may decline to perform any assigned tasks if said employees judge such task to be unsafe. A request for Responder's personnel to direct the activities of others during a particular response operation does not relieve Requester of any responsibility or create any liability on the part of Responder for decisions and/or consequences of the response operation. Responder's personnel may refuse to direct the activities of others. Responder's personnel holding a license, certificate, or other permit evidencing qualification in a professional, mechanical, or other skill, issued by the state of Washington or a political subdivision thereof, is deemed to be licensed, certified, or permitted in any Signatory Partner's jurisdiction for the duration of the emergency, subject to any limitations and conditions the chief executive officer and/or elected and appointed officials of the applicable Signatory Partners jurisdiction may prescribe in writing. When notified to return personnel to Responder, Requester shall make every effort to return the personnel to Responder promptly after notification.

### Article XII - RECORD KEEPING.

Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by Responder will be recorded on a shift-by-shift basis by the Responder and will be submitted to Requester as needed. If no personnel are provided, Responder will submit shipping records for materials and equipment, and Requester is responsible for any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, Requester remains responsible for ensuring that the amount and quality of all documentation is adequate to enable reimbursement.

## Article XIII – INDEMNIFICATION, LIMITATION OF LIABILITY, AND DISPUTE RESOLUTION.

A. INDEMNIFICATION. Except as provided in section B., to the fullest extent permitted by applicable law, Requester releases and shall indemnify, hold harmless and defend each Responder, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing, or declining to provide, or not being asked to provide, Emergency Assistance to Requester, whether arising before, during, or after performance of the Emergency Assistance and whether suffered by any of the Signatory Partners or any other person or entity.

Requester agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, Requester, by mutual negotiation, hereby waives, as respects any indemnitee only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington and similar laws of other states.

- B. ACTIVITIES IN BAD FAITH OR BEYOND SCOPE. Any Signatory Partner shall not be required under this Agreement to indemnify, hold harmless and defend any other Signatory Partner from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Signatory Partners' officers, employees, or agents acting in bad faith or performing activities beyond the scope of their duties.
- C. LIABILITY FOR PARTICIPATION. In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of Emergency Assistance through this Agreement, Requester agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each Signatory Partner, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Agreement.
- D. DELAY/FAILURE TO RESPOND. No Signatory Partner shall be liable to another Signatory Partner for, or be considered to be in breach of or default under, this Agreement on account of any delay in or failure to perform any obligation under this Agreement, except to make payment as specified in this Agreement.
- E. MEDIATION AND ARBITRATION. If a dispute arises under the terms of this Agreement, the Signatory Partners involved in the dispute shall first attempt to resolve the matter by direct negotiation. If the dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- F. SIGNATORY PARTNERS LITIGATION PROCEDURES. Each Signatory Partner seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim shall promptly notify Requester of such claim and shall not settle such claim without the prior consent of Requester. Such Signatory Partners shall have the right to

participate in the defense of said claim to the extent of its own interest. Signatory Partners' personnel shall cooperate and participate in legal proceedings if so requested by Requester, and/or required by a court of competent jurisdiction.

### Article XIV - SUBROGATION.

- A. REQUESTER'S WAIVER. Requester expressly waives any rights of subrogation against Responder, which it may have on account of, or in connection with, Responder providing Emergency Assistance to Requester under this Agreement.
- B. RESPONDER'S RESERVATION AND WAIVER. Responder expressly reserves its right to subrogation against Requester to the extent Responder incurs any self-insured, self-insured retention or deductible loss. Responder expressly waives its rights to subrogation for all insured losses only to the extent Responder's insurance policies, then in force, permit such waiver.

### Article XV - WORKER'S COMPENSATION AND EMPLOYEE CLAIMS.

Responder's employees, officers or agents, made available to Requester, shall remain the general employees of Responder while engaged in carrying out duties, functions or activities pursuant to this Agreement, and each Signatory Partner shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each Signatory Partner shall provide worker's compensation in compliance with statutory requirements of the state of residency.

### **Article XVI - MODIFICATIONS.**

Modifications to this Agreement must be in writing and will become effective upon approval by a two-thirds affirmative vote of the Signatory Partners. Modifications must be signed by an authorized representative of each Signatory Partner. EMAC will be the coordinating body for facilitating modifications of this Agreement.

### Article XVII- NON-EXCLUSIVENESS AND PRIOR AGREEMENTS.

This Agreement shall not supersede any existing mutual aid agreement or agreements between two or more governmental agencies, and as to assistance requested by a party to such mutual aid agreement within the scope of the mutual aid agreement, such assistance shall be governed by the terms of the mutual aid agreement and not by this Agreement. This Agreement shall, however, apply to all requests for assistance beyond the scope of any mutual aid agreement or agreements in place prior to the event.

### **Article XVIII - GOVERNMENTAL AUTHORITY.**

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or hereafter in effect, of all governmental authorities having jurisdiction over the emergencies covered by this Agreement or the Signatory Partner. Provided that a governmental authority may alter its obligations under this Agreement only as to future obligations, not obligations already incurred.

### Article XIX - NO DEDICATION OF FACILITIES.

No undertaking by one Signatory Partner to the other Signatory Partners under any provision of this Agreement shall constitute a dedication of the facilities or assets of such Signatory Partners, or any portion thereof, to the public or to the other Signatory Partners. Nothing in this Agreement shall be construed to give a Signatory Partner any right of ownership, possession, use or control of the facilities or assets of the other Signatory Partners.

### Article XX - NO PARTNERSHIP.

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Signatory Partners or to impose any partnership obligation or liability upon any Signatory Partner. Further, no Signatory Partner shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Signatory Partner.

### Article XXI - NO THIRD PARTY BENEFICIARY.

Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Signatory Partners. This Agreement shall not release or discharge any obligation or liability of any third party to any Signatory Partners.

### Article XXII - ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement and supersedes any and all prior agreements of the Parties, with respect to the subject matters hereof.

### Article XXIII - SUCCESSORS AND ASSIGNS.

This Agreement is not transferable or assignable, in whole or in part, and any Signatory Partner may terminate its participation in this Agreement subject to Article V.

### Article XXIV - GOVERNING LAW.

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of Washington State.

### **Article XXV - VENUE.**

Any action which may arise out of this Agreement shall be brought in Washington State and King County. Provided, that any action against a participating County may be brought in accordance with RCW 36.01.050.

### **Article XXVI - TORT CLAIMS.**

It is not the intention of this Agreement to remove from any of the Signatory Partners any protection provided by any applicable Tort Claims Act. However, between Requester and Responder, Requester retains full liability to Responder for any claims brought against Responder as described in other provisions of this agreement.

### Article XXVII - WAIVER OF RIGHTS.

Any waiver at any time by any Signatory Partner of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay short of the statutory period of limitations, in asserting or enforcing any right, shall not constitute or be deemed a waiver.

### Article XXVIII - INVALID PROVISION.

The invalidity or unenforceability of any provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

### **Article XXIX - NOTICES.**

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Agreement shall be conveyed and facilitated by EMAC, care of the KCOEM, 3511 NE 2<sup>nd</sup> Street, Renton WA 98056, Phone: 206-296-3830, Fax: 206-205-4056. Such notices, given in writing, and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, (iii) transmitted by electronic mail, or (iv) sent by United States Mail, postage prepaid, to the EMAC.

### **Signatory Documentation Sheet**

The <u>Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County, Washington</u> is intended to be adopted as the framework for participating organizations, within King County, to assist each other in disaster situations when their response capabilities have been overloaded. Components, as of January 2014, are the following:

- Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County
- Agreement (legal and financial)

**IN WITNESS WHEREOF**, the Signatory Partner hereto has caused this <u>Regional</u> <u>Coordination Framework for Disasters and Planned Events</u> to be executed by duly authorized representatives as of the date of their signature:

ORGANIZATION:	ADDRESS:
AUTHORIZED SIGNATURE:	DATE:
	_
Please submit this form to the King County Office of 3511 NE 2 <sup>nd</sup> Street Renton, WA 98056	f Emergency Management



# City Clerk's Office Receiving # 2096 I-03-001 King County

Regional Disaster Plan for Public and Private Organizations in King County

CITY OF SHORELINE Clerk's Receiving No: 2096



### **Signatory Documentation Sheet**

The <u>Regional Disaster Plan for Public and Private Organizations in King County, Washington</u> is intended to be adopted as the Plan for participating organizations, within King County, to assist each other in disaster situations when their response capabilities have been overloaded. Components of this Regional Disaster Plan, as of January 2002, are the following:

- Basic Plan
- Appendix 1: Direction & Coordination
- Omnibus Legal & Financial Agreement
- ESF-1: Transportation
- ESF-8: Health & Medical Services

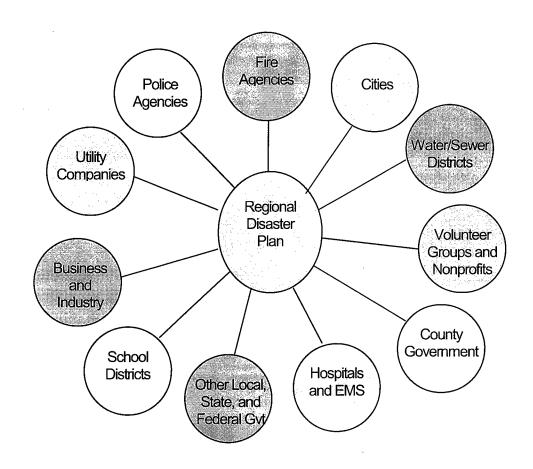
IN WITNESS WHEREOF, the Subscribing Organization hereto has caused this Regional Disaster Plan for Emergency Assistance to be executed by duly authorized representatives as of the date of their signature:

ORGANIZATION:	ADDRESS:
City of Shoreline	17544 Midvale Avenue N
	Shoreline, WA 98133-4921
AUTHORIZED SIGNATURE:	DATE: January 9, 2003
San Jank	
Steven C. Burkett	
City Manager	•

# Regional Disaster Plan

# For Public and Private Organizations in King County

Version: May 1, 2001



### **Table of Revisions**

Revision	Date	Initial to confirm receipt
Final Draft/"Regional Policy Committee" (RPC)	06/99	
Final Draft/Format Revisions	10/20/99	
Final Draft/RPC "Mayday" Version / Format, Spelling and Schedule Revisions	05/01/00	
Revisions made from September & October Task Force Mtg.	10/31/00	
Revisions made from November Task Force Mtg.	11/27/00	
Revisions made from December Task Force Mtg.	02//01/01	
Edits included to be discussed at the April meeting	2/15/01	, "
Edits of 2/15/01 approved at April 19, RDPTF meeting	05/01/01	
	,	

BASIC PLAN, Version: 5-1-01 (Printed: 10/31/02)

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### **Executive Summary**

King County is 2,134 square miles of diverse terrain with almost 1.7 million people, 39 cities, over 100 other taxing districts (fire, school, water/sewer, etc.), and over 500 elected officials. The county faces periodic river valley and urban flooding events, earthquakes, severe weather, hazardous materials releases, and transportation accidents, and it has the potential to be affected by volcanic and terrorist activity.

State law requires that cities and counties have emergency programs, but provides only minimal guidance to special purpose districts, businesses, and non-profits. State statutes offer minimal guidance on multi-disciplinary or multi-jurisdictional disaster responses. The population density, complex system of governance, and significant risks we face (for both natural and technological disasters) create the need to plan for a coordinated response among public and private entities in the county.

The Regional Policy Committee of King County, comprised of elected officials from Seattle, Suburban Cities, and King County, passed a motion in October, 1998, that initiated development of a regional disaster plan for King County. This Regional Disaster Plan for Public and Private Organizations in King County provides the framework needed to inter-link the emergency response plans of a wide range of organizations. By conveying "who is going to do what" among all public and private organizations, this plan allows potentially hundreds of entities to behave in a coordinated manner following a severe disruption.

The process for creating this plan involved representatives from local government, specific emergency functions, schools, private sector, hospitals, nonprofits, and other stakeholder groups.

The plan emphasizes collaborative response operations, capitalizing on geographical coordination within the County already utilized by fire and emergency medical services. The goal is to streamline the information necessary to assess countywide impacts of disaster and increase the speed and efficiency of the relief effort.

Activation of this plan may be for an intense, localized event, or a widespread regional or catastrophic event. It is intended to be activated in conjunction with other state and local emergency plans. Mutual Aid Agreements are still the "first line of defense" for plan participants. Because mutual aid (sharing with "like" agencies) may be unavailable during regional disasters, the plan defines the legal and financial ground rules for resource sharing among plan participants.

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Regional Disaster Plan for Public and Private Organizations in King County, Washington

The <u>Regional Disaster Plan for Public and Private Organizations in King County</u> is being designed using the model of the Federal Response Plan; i.e. basic plan followed by a series of "Emergency Support Functions" (ESF) such as ESF-2 Communications and ESF-1 Transportation. The Regional Policy Committee has provided its endorsement of the work completed on the Omnibus Legal and Financial Agreement and early drafts of several Emergency Support Functions.

The Regional Disaster Planning Task Force has developed five other documents as part of the initial phase of planning work. This "Basic Plan Package" includes:

- The Omnibus Legal and Financial Agreement,
- The "Basic Plan,"
- The Basic Plan's Appendix 1: Direction and Coordination,
- Emergency Support Function 1: Transportation, and
- Emergency Support Function 8: Health & Medical Services.

This initial "Basic Plan Package" will be sent to participating organizations for their signatures.

Changes to the Omnibus Agreement, the Basic Plan, the Plan's Appendices, or any ESFs will be developed by the Task Force and then reviewed and approved by the Emergency Management Advisory Committee prior to being sent to participating organizations for their endorsement.

Following the initial Basic Plan Package, other Emergency Support Functions, or ESFs, for the Regional Plan will be developed. The Task Force has selected five ESFs for their workplan for the next year, 2002:

- Resource Support
- Debris Management
- Communications
- Mass Care
- Damage Assessment

These ESFs will be submitted to all participating entities for review and approval as they are developed.

Participation in the Regional Disaster Plan is voluntary and its success will be dependent upon widespread endorsement of various cities and organizations throughout the County. The King County Office of Emergency Management will coordinate updates and maintain the plan and its documents. The "Emergency Management Action Committee" (EMAC) will oversee modifications and approve any changes.

### I. INTRODUCTION

### A. Mission

The mission of the King County Regional Disaster Plan is to provide a framework whereby cooperative relationships can be formed between public, private and non-profit organizations. This plan and the relationships it develops are intended to facilitate the cooperative regional effort of responding to the effects of natural, technological and human caused emergencies.

### B. Purpose

This plan, developed in a similar format to the Federal Response Plan, establishes the architecture for a systematic, coordinated, and effective response to multi-agency, multi-jurisdictional emergencies and disasters that occur within the geographic boundaries of King County, Washington. The plan defines common assumptions and policies, establishes a shared concept of operations, and pre-assigns functional responsibilities to appropriate disciplines, private and nonprofit organizations, and government agencies and jurisdictions. Through the implementation of this plan, the resources and capabilities of the public, private, and non-profit sectors can be more efficiently utilized to minimize the loss of life and property and to protect the environmental and economic health of King County.

### C. Scope

This plan may apply to all public, private, and non-profit entities in geographic King County. As a cooperative endeavor, any private business, nonprofit organization, government agency or special purpose district can choose to be a signatory and participate with this plan. Because it is an all-hazards response plan, it applies to any event that concurrently challenges multiple jurisdictions or multiple disciplines.

This plan is limited in scope. It addresses response activities in those events where normal emergency response processes and capabilities become overtaxed, or where there is a need for regional coordination of response operations due to the complexity or duration of the event(s).

This "Basic Plan" focuses exclusively on disaster *response*. The plan does, however, provide a framework for future, coordinated efforts to address regional mitigation, preparedness, and recovery issues. Relationships with other counties and neighboring jurisdictions are not specifically included in this plan, though they may be included in future revisions.

### D. Organization

Activation of this plan may be for an intense, localized event, or a widespread regional or catastrophic event. It is intended to be activated in conjunction with other state and local emergency plans. Mutual Aid Agreements are still the "first line of defense" for plan participants. Because mutual aid (sharing with "like" agencies) may be unavailable during regional disasters, the plan defines the legal and financial ground rules for resource sharing among plan participants. Incorporated jurisdictions in King County are mandated by RCW 38.52.070 to perform emergency management functions within their jurisdictional boundaries. Although special purpose jurisdictions and private businesses are not mandated under RCW 38.52, this plan allows such entities to participate in this regional response plan.

### II. POLICIES

### A. Authority

In recognition of the many natural, technological and human caused disasters that could possibly affect King County, this plan is developed under the authority of:

 King County Council Motion #10566 and consistent with those listed in section VII. References of this document.

An <u>Omnibus Legal and Financial Agreement</u> has been developed (as a separate document) to provide the legal platform for resource sharing among participating organizations.

The Washington State Fire Resource Mobilization Plan provides for mobilization and mutual use of firefighting resources in response to a fire or other disaster which overwhelms local and mutual aid resources. The elements of this Regional Disaster Plan are designed to work in conjunction with the operational elements of the State Fire Mobilization Plan.

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### B. Assignment of Responsibilities

Section V of this plan, identifies the basic functional responsibilities of the signatory participants to this Regional Disaster Plan. Specific responsibilities are identified in the section of this plan titled Emergency Support Functions (ESFs). ESFs will be established to designate response activities for specific emergency management functions.

### C. Limitations

The Regional Disaster Plan is a voluntary agreement among participating organizations, and as such, no participating organization has "control" or authority over another participating organization except where stated elsewhere in federal, state or local laws.

This agreement pioneers new territory as a cooperative agreement among public and private organizations, and as such, may not have completely anticipated the issues in public/private cooperation and resource sharing. During simulations, exercises, or real disaster, interactions may occur that illustrate shortcomings in the design that would require modifications or clarifications in this plan.

In a situation where the King County EOC cannot perform the duties outlined in this plan, those duties could be assumed by an unaffected Zone or by the Washington State EOC.

This plan is an attempt to create a shared concept for how individual, autonomous private and nonprofit organizations, and government agencies and jurisdictions will work together in times of extreme emergency or disaster. To be effectively implemented, this plan will:

- require the training of key personnel and a program of exercises to test the plan and the participating entities understanding of it,
- outline a voluntary arrangement among public, private and nonprofit organizations and will be a framework for cooperative regional disaster and emergency response,
- not only need to be adopted widely among cities and special purpose districts, but also endorsed and adopted by major employers, the nonprofit sector, and utility providers, and
- potentially require the emergency plans of cities, the county, nonprofits, businesses, and utility providers to have minor modifications to be appropriately linked with the model presented here.

Signatories to this plan will make every reasonable effort to prepare for their responsibilities of this plan in the event of an emergency or disaster. However, all resources and systems are vulnerable to natural, technological and human caused disaster events and may be overwhelmed. Signatories can only attempt to respond based on the situation, information and resources available at the time.

There is no guarantee implied by this plan that a perfect response to an emergency or disaster incident will be practical or possible. The Signatories of this plan including their officials and employees shall <u>not</u> be liable for any claim based upon the exercise of, or failure to exercise or perform a public duty or a discretionary function or duty while carrying out the provisions of this plan.

Functionality of this plan depends on the internal zone relationships of the participants and their ability to communicate, coordinate, and cooperate both within and across discipline (specific groups such as fire, police, public works) and jurisdictional boundaries.

### III. SITUATION

### A. Emergency / Disaster Conditions

King County is now the 12<sup>th</sup> most populous county in the United States, with a population of over 1.7 million residents. The complexity of governance in the King County region presents unique challenges for disaster response. Washington State law allows a very high degree of independence for the cities and individual taxing districts. There are 39 cities and more than 120 special districts in King County with over 500 elected officials. Though many of these public entities, non-profits and major employers have emergency response plans, the degree of coordination among them is minimal.

King County is at risk for a wide-range of natural, technological, and human-caused disasters. Over the last forty years King County has had eighteen (18) presidential declared disasters; most of which were severe weather events. Our region is also at risk for three kinds of earthquakes: shallow, deep (or intra-plate), and subduction (or mega-thrust). We experience deep earthquakes (historically between 6.0 and 7.4 Richter magnitude) roughly every 30 years. The last such event occurred in February 2001.

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Mount Rainier, rising just outside the southeast corner of King County, presents a significant risk of volcanic hazards, particularly lahars. We also have the potential for severe weather events including floods, ice, wind, and snowstorms. We have landslide risks, transportation and fixed-site hazardous material issues, and are vulnerable to terrorist activities.

Seattle-Tacoma International Airport and King County International Airport / Boeing Field are both regional airports with significant air traffic and attendant hazards. We also have high capacity rail, seaport, and interstate highway accident risks.

King County has numerous geographic and topographic features that present significant disaster response challenges. Puget Sound borders the county to the west and the Cascade Mountain range to the east. Lake Union is on the north side of downtown Seattle, and Lake Washington, which is over 25 miles long, separates Seattle and the eastside cities. Transportation corridors are very restricted and congested even on good days.

For more information on disaster risk in King County, see the <u>King</u> County Hazard Identification and Vulnerability Analysis (HIVA). The HIVA is available at public libraries and the King County Office of Emergency Management website: www.metrokc.gov/prepare.

### B. Planning Assumptions

- 1. As the <u>King County Emergency Management Plan</u> deals primarily with internal King County Government functions, there exists no dedicated regional point of disaster coordination in King County, nor a protocol for 'regional' inter-disciplinary cooperation, beyond the voluntary coordination between cities and the King County Emergency Operations Center.
- 2. Emergency response and basic lifeline resources and services will be limited in the first several days of a regional disaster, while injuries and the need for emergency services will be at an increased level.
- 3. Provisions for basic human needs (food, water, and supplies for sanitation and shelter) may be in short supply or unavailable.

- 4. Private employers, nonprofit organizations, government agencies and special districts will commit all available resources to address their internal organizational and jurisdictional challenges before supporting a wider regional response.
- 5. Unaffected, or minimally affected, groups will be willing and more available to help others when disaster strikes.
- 6. Plans and mechanisms for "back filling" services and resources will encourage the sharing and movement of resources to those who need them most.
- 7. Certain infrastructure failures are probable during disasters, requiring a reliance on emergency communications, creating a demand for mass care services, and presenting challenges to emergency service delivery.
- 8. Transportation routes may be blocked for days or weeks.
- 9. The availability of emergency services will be contingent on the nature and scope of the event.
- 10. Private businesses, nonprofit organizations, government agencies, and other jurisdictions that have responsibilities under this regional disaster plan will develop appropriate internal plans and capabilities for their own disaster operations (see: "Assignment of Responsibilities" section).

### IV. CONCEPT OF OPERATIONS

### A. Purpose

This plan provides a structure for disaster response operations that:

- Augments existing mutual aid agreements.
- Uses geographic divisions of the county to facilitate coordinated efforts.
- Is based on tiered levels of response.
- Includes pre-designated legal and financial ground rules.
- Uses the Incident Command System as its operational protocol.

### **Mutual Aid Agreements**

Mutual Aid is considered the pre-agreed sharing of resources between entities to support response activities. During an emergency or disaster, requests for mutual aid within the zone should be the first call for help. During an emergency or when requests for mutual aid can not be granted, any threatened participating organization can request resources from other participating organizations. Mutual aid is assistance within a discipline. This plan facilitates *cross zone* and *cross-discipline sharing* of resources.

### **Geographic Divisions**

Predetermined geographic divisions of the county will facilitate efficient preplanning efforts as well as the sharing of information and coordination of priorities, operations, and resources during an event. The four Regional Emergency Coordination Zones correlate to the existing King County Fire Zones. Former Fire Zones 1 and 2 have been consolidated into Regional Emergency Coordination Zone 1. No Zone 2 currently exists and the City of Seattle is designated Zone 5. (Section IX: Regional Emergency Coordination Zones Map, page 33, shows each zone.)

Each Zone will, through the facilitation of King County Office of Emergency Management and its Zone Emergency Planning Committee, develop protocols and procedures for carrying out inter- and intra- Zone coordination and response functions. During the response to an event, these zone coordination functions may occur through the King County EOC, a dedicated Zone Coordination Center or in a decentralized manner.

Organizations that provide services throughout geographic King County, ("Regional Service Providers") may not have the resources to coordinate their service delivery and response activities directly with all four Emergency Coordination Zones simultaneously. Instead, these Regional Service Providers may provide a single point of coordination through the King County EOC or the City of Seattle EOC. Examples of Regional Service Providers include: Metro Transit; King County Wastewater Treatment Division; Seattle Public Utilities; American Red Cross Seattle/King County Chapter; AT&T Wireless; and the Washington Trucking Association.

Some Regional Service Providers may provide a representative directly to the affected zone and/or the Seattle and King County EOCs.

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The procedures each zone will use (to carry out their functions) will be developed within each zone and outlined in Appendix 1: Direction and Coordination of this plan.

### **Tiered Levels of Response**

In an intense, localized emergency or disaster event participants to this plan will be alerted and may be asked to support those who are affected. The request for support may (or may not) come through established zone coordination efforts.

Where multiple affected sites are involved, inter-zone coordination becomes more important with affected areas requesting appropriate assistance from the unaffected areas.

For catastrophic events, when all participating private and nonprofit organizations and government agencies and jurisdictions are concurrently challenged, participants will focus on sharing damage information, coordinating response activities, and collectively addressing shared priorities.

Regional movement of resources and services will be driven by the needs of the organizations that are part of this regional plan. Any participating government agency or jurisdiction can initiate this plan at the request of the jurisdiction's chief elected officer.

### **Legal and Financial Ground Rules**

The legal and financial ground rules are designed to:

- Ensure that those who risk being overwhelmed have timely access to resources and assistance.
- Encourage a sense of security, so those with available resources feel safe in offering assistance without risking excessive losses or liabilities.
- Establish an accounting/billing process that is congruent with FEMA policies on Federal disaster assistance to encourage appropriate financial recovery.

To this end, participants will be asked to sign a concurrent Omnibus Legal and Financial Agreement that validates and provides more details on the financial and legal concepts presented here.

Any participating organization may enter into separate emergency assistance or mutual aid agreements with any other entity. No such separate agreement shall terminate any responsibility under the Regional Plan or Omnibus Agreement. Participation in this Regional Disaster Plan shall not be interpreted or construed to create an association, joint venture, or partnership among the participating organizations or to impose any partnership obligation or liability upon any participating organizations.

### **Incident Command System**

This <u>Regional Disaster Plan for Public and Private Organizations in King County</u> and the zone coordination efforts will follow the Incident Command System principles as mandated in RCW 38.52.070.

Zone coordination activities will not supercede the authority of, or take over the resources, assets, or personnel of the participating private and nonprofit organizations, government agencies, or jurisdictions. Participating entities that offer available resources and services do so voluntarily, but in the context of working within a coordinated response system.

Resources and services that are loaned to other participating organizations will remain under the operational control of the borrowing entity until recalled or replaced by the lending entity.

### V. ASSIGNMENT OF RESPONSIBILITIES

### **ALL: Participating Agencies and Organizations**

In preparation for an event will:

- 1. Develop a capability to take care of their own employees and internal functions so that they can reliably carry out their critical functions and services.
- 2. Strive to develop facilities that have a reduced vulnerability to hazards.
- 3. Acquire and manage appropriate equipment and train personnel to carry out their internal and regional responsibilities.
- 4. Develop and test internal plans to manage their response as it links to this regional plan.
- 5. Participate in mutual aid agreements and develop the capability to accommodate incoming resources from those who are assisting.
- 6. Maintain or develop a mechanism for proclaiming an emergency (governmental jurisdictions only).

- 7. Participate in further planning efforts in specific functional areas to create Emergency Support Functions (ESFs) which are consistent with existing procedures and support this Basic Plan.
- 8. Share in collective effort to educate area residents, employees, customers, clients, and the community to disaster preparedness basics.
- 9. Commit to providing a prompt reply to any request for support within the region.
- 10. Participate in maintaining a single point of contact for gathering and disseminating damage information, resource requests, and response priorities within the zone, community and/or organization.
- 11. Sign the Omnibus Agreement, and as new organizations join, they too will be asked to sign on.

### **ALL: Resource Borrowing Organizations**

*In response to an event will:* 

- 1. First use appropriate internal organizational resources to address the emergency.
- 2. Request and use any available mutual aid resources.
- 3. Request a mission number from Washington State Emergency Management Division.
- 4. Proclaim an emergency before requesting assistance from others (governmental jurisdictions only).
- 5. Communicate your damage information, resource requests, and response priorities with your zone coordination center or via pre-designated methods for your zone.
- 6. Commit to utilizing the Incident Command System (whether an agency or organization is in a lead role or has asked for assistance from others) to provide direction for resources being utilized in response to the event.

### **ALL: Resource Lending Organizations**

*In response to an event will:* 

- 1. Assess internal capabilities and provide a prompt reply to any request for support as provided in zone protocols.
- 2. Deploy or deliver resources and services in a timely manner once a commitment is made.
- 3. Document all communications, decisions, activities, deployments, and deliveries.
- 4. Maintain avenues of communication with employees who have been deployed.
- 5. Perform field operations or coordinating functions under the guidance of the on-scene Incident Commander.
- 6. Demobilize and provide timely activity reports and final documentation.

### **AT&T Wireless Services (AWS)**

In preparation for an event:

AWS will participate in regional planning meetings to develop interfaces between AWS and the King County Emergency Operations Center.

In response to an event:

- AWS disaster response and recovery plans will identify infrastructure damage to our network and initiate recovery actions.
- AWS will coordinate regional response and recovery activities with the King County Emergency Operations Center.

### American Red Cross (ARC), Seattle-King County Chapter

ARC is a humanitarian organization led by volunteers and guided by its congressional charter and the fundamental principles of the International Red Cross movement. Their mission is to provide relief to victims of disaster and to help people prevent, prepare for, and respond to emergencies. The Seattle/King County Chapter will:

*In preparation for an event:* 

- Develop plans and procedures that are linked with the regional disaster plan concept of operations.
- Send a disaster services representative to those emergency response zone coordination meetings that deal specifically with mass care issues.

*In response to an event:* 

• Local communities have primary responsibility for mass care in their jurisdictions, especially in the initial hours of mobilizing Red Cross services. The Seattle-King County Chapter of the American Red Cross will coordinate the delivery of mass care services with the affected jurisdiction's Emergency Coordination Zone and the King County EOC. This effort will include providing a liaison to the King County EOC.

### Boeing Company, The

In preparation for an event will:

- Participate in planning meetings to develop an interface between Boeing and other regional participants.
- Develop reliable communication processes between Boeing and King County Emergency Operations Center.

In response to an event will:

- Interface with Zone Coordination Centers and assist, as appropriate.
- Share company situation data with King County Emergency Operations Center, as appropriate.
- Support County response requirements, as resources permit.

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### Cities, All

In preparation for an event will:

- Comply with the RCW 38.52 to maintain an emergency management organization, a plan, and a designated emergency manager.
- Participate in scheduled zone coordination meetings to develop protocols for disaster operations.
- As appropriate, make adjustments in the city emergency plan to be linked with the Regional Disaster Plan. The appropriateness of these adjustments is the sole prerogative of each city government.

In response to an event will:

- Coordinate with other disciplines and jurisdictions within the Emergency Coordination Zone to ensure that emergency information is circulated.
- Provide requested resources to other organizations if they are available.
- Coordinate pre-designated disaster response functions within the zone.

### **Emergency Coordination Zones**

### Zone 5 (a.k.a. City of Seattle)

*In preparation for an event will:* 

- Ensure the City maintains operational readiness to support the Regional Disaster Plan, to include the ability of the Seattle EOC to function as an Emergency Response Zone Coordination Center.
- Provide City representation from The Disaster Management Committee (DMC) to the Regional Disaster Planning Task Force (RDPTF).
- By City Code, see that all changes made to the Regional Disaster Plan be reviewed by the DMC, which will be responsible for making a recommendation to the Mayor. Where DMC takes issue with a proposed change, it will work with the RDPTF to find a resolution.

In response to an event:

- The Seattle Disaster Readiness and Response Plan accommodates the operational concepts of the Regional Disaster Plan. Whenever assistance is officially requested from the City by a neighboring Zone Coordination Center under the Regional Disaster Plan, City departments will follow guidelines set down in the Seattle Disaster Readiness and Response Plan. For this purpose, the City's EOC will serve as the Zone Coordination Center for a geographical area that includes all of Seattle proper (consistent with King County Fire Zone 5) and becomes the City's central clearinghouse for performing the following functions:
- Receiving requests for inter-jurisdictional support from another
   Emergency Response Zone Coordination Center, including requests that

- may relate to resources possessed by private or non-profit organizations in the city.
- Coordinating with departments or outside City organizations that are capable of furnishing the requested support.
- Obtaining a decision from the Mayor on the provision of support.
- Notifying the requesting Zone Coordination Center of the Mayor's decision and the availability and status of the assistance requested.
- Exchanging necessary information with other Zone Coordination Centers.
- Preparing and transmitting necessary reports. Should events and circumstances in the City warrant, the Mayor is the sole authority who may request activation of the Regional Disaster Plan to seek regional assistance on behalf of the City. The Mayor's request will be transmitted from the City EOC to the King County EOC.

### **Zone 1, 3, 4**

In preparation for an event will:

- Develop protocols (internal to the zone) for: communications; sharing information; and coordinating response activities. These shall include at least: cities; schools; non-profit organizations; hospitals; business and industry; special purpose districts; and emergency medical services.
- Develop standards for the coordination of zone and inter-zone functions.
- Develop protocols for communicating Zone-based situation reports and resource requests to the King County Emergency Operations Center.

In response to an event will:

- Gather damage information from all relevant organizations within the zone, produce timely situation reports and provide the report to internal zone organizations and the King County EOC.
- Consolidate resource requests from all organizations within the zone.
- Coordinate resource requests with resources available within the zone.
- Forward resource requests that are not resolvable within the zone to the King County EOC.
- Provide regular situation reports and ongoing resource coordination within the zones.
- Implement the process of receiving and integrating resources coming from other participating organizations and zones.
- Assess the available resources from organizations within the zone.
- Document and support the deployment of zone resources to the affected area.

### Federal Emergency Management Agency (FEMA)

In preparation for an event will:

Determine current situation status with the Washington State Emergency Operations Center and/or local Federal Bureau of Investigation.

In response to an event will:

Determine specific, unmet needs through the Washington State Emergency Operations Center and/or the Federal Bureau of Investigations. If there is a Federal Disaster Declaration, then they will begin to implement the Federal Response Plan and begin FEMA recovery programs and operations.

### Fire Agencies, Individual

In preparation for an event will:

Attend zone coordination meetings and support the development of protocols and procedures for zone coordination functions. Develop plans for conveying information to others that may be involved in field response.

In response to an event will:

Share damage information and response priorities using procedures developed for their zone. Coordinate operations with other disciplines involved in the response.

### **Harborview Medical Center**

(Overlake Hospital Medical Center serves as backup for these functions) In preparation for an event will:

Coordinate collection of bed census information on a regular basis. *In response to an event will:* 

Serve as patient distribution coordinator for the King County region.

### Hospitals, all other

*In preparation for an event will:* 

- Participate in zone coordination meetings to develop procedures and protocols for disaster operations within their zone.
- Participate in monthly Washington State Hospital Association Emergency Preparedness Committee meetings.

In response to an event will:

Coordinate service delivery as requested and as resources allow in the affected jurisdiction and zone. Hospitals will provide situation reports and resource requests via the protocols established for their zone.

### **King County Government**

In preparation for an event will:

- Comply with RCW 38.52 to maintain an emergency management organization, a plan, and a designated emergency manager.
- Adjust King County EOC procedures to facilitate regional coordination.
- Facilitate Zone Emergency Planning Committee meetings as requested.
- Facilitate, in coordination with the zones, the development of discipline communications, coordination and mutual aid plans.
- Develop, coordinate, and deliver, in coordination with the zones, a County-wide training curriculum to support the Regional Disaster Plan in cooperation with Zone Committees.
- Develop, coordinate, and deliver, in coordination with the zones, a County-wide exercise program designed to test the Regional Disaster Plan in cooperation with Zone Committees.
- Facilitate the ongoing development and revisions of the <u>Regional</u> Disaster Plan for Public and Private Organizations in King County.
- Participate in the development of ESFs for the regional plan or other supporting regional planning efforts.
- Coordinate a regional wastewater, conveyance restoration plan with the Washington State Water and Sewer Association, Section 4.

In response to an event will:

- Coordinate the response of King County Government departments through the King County EOC.
- Provide resources to affected jurisdictions, agencies or zones, as available.
- Serve as an information and resource coordination center for the Emergency Coordination Zones, maintaining damage information and a current status of resources and services that have been requested, and those that are available among the zones.
- The King County EOC may serve as an information clearinghouse to the Washington State EOC and appropriate federal agencies, if necessary.

### **King County Medic One**

In preparation for an event will:

Participate in the Regional Disaster Planning Task Force and coordinate with other Medic One, Advanced, and Basic Life Support providers to develop shared disaster response protocols.

*In response to an event:* 

 Deliver emergency medical services requested through Public Safety Answering Points (PSAPs) as resources allow in affected jurisdictions / zones.

- Provide a representative to the King County EOC to coordinate with the zones, the PSAPS, and other Emergency Medical Service providers
- Communicate with the zone coordination centers (or zone functions) to facilitate service delivery based on zone priorities.

### **Olympic Pipeline**

In preparation for an event will:

- Participate in regional/zone planning meetings.
- Review mapping and continue monitoring geologic hazard areas.
- Comply with 40 CFR Parts 194 and 195 and WAC 173.
- Continue open dialog with applicable agencies and the general public.
- Continue to develop Mutual Aid Agreements within the petroleum industry and emergency response organizations.

*In response to an event will:* 

- Visually inspect pipeline facilities to ensure their integrity, minimizing health, safety, and environmental issues.
- Coordinate with agencies for emergency fuel supplies.
- Provide emergency response support with available resources.

### Port of Seattle, Aviation and Marine Divisions

In preparation for an event will:

<u>Aviation Division:</u> Participate in Zone 4 coordination meetings to develop procedures and protocols for disaster operations with other organizations and jurisdictions in this zone.

<u>Marine Division:</u> Participate in Zone 5 coordination meetings to develop procedures and protocols for disaster operations with other organizations and jurisdictions in this zone.

In response to an event will:

- Implement SeaTac Airport Emergency Plans to ensure that SeaTac Airport remains a regional air transportation hub.
- Coordinate service delivery as requested and as resources allow in the affected jurisdictions and zones.
- Send appropriate representatives to the zone coordination centers to facilitate service delivery as appropriate.

### Private Businesses, Other

*In preparation for an event will:* 

- Maintain an emergency management, response and recovery plan and a designated emergency manager.
- Participate in planning meetings to develop an interface between own organization and other regional participants.

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 Develop reliable communication processes with appropriate Emergency Operations Centers.

In response to an event will:

- Interface with Zone Coordination Centers and assist, as appropriate.
- As appropriate, share company situation information with Emergency Operations Centers.
- Coordinate with other businesses and regional participates to ensure that emergency information is circulated.
- Provide emergency information to employees to facilitate life safety.
- Provide support services to other agencies, as resources are available.

# Public Safety Answering Points (PSAPs: 911 Call Receivers and Emergency Service Dispatch Centers)

In preparation for an event will:

Participate in zone coordination meetings to develop procedures and protocols for disaster operations within their zone.

In response to an event will:

Follow disaster protocols established by the individual PSAPs and their respective customers. Coordinate, as necessary, with other King County PSAPs.

### **Puget Sound Blood Center (PSBC)**

In preparation for an event will:

- Maintain a plan that provides for response to emergency events likely to impact PSBC facilities, operations, and business activities.
- Participate in Regional Disaster Plan Task Force meetings.

*In response to an event will:* 

- Activate the PSBC disaster plan and provide blood and blood products to emergency care facilities.
- Coordinate center operations with outside agencies and the Emergency Coordination Zones using the protocols of this Regional Disaster Plan.

### **Puget Sound Educational Service District (PSESD)**

*In preparation for an event will:* 

- Communicate the regional disaster plan concept to member schools and related educational organizations representing school constituency groups.
- Encourage the participation of school representatives in appropriate zone coordination meetings to develop procedures and protocols for disaster operations within specific zones.

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- Encourage each school district to appoint an emergency contact person responsible for zone contact, communication, training, and program responsibilities.
- Encourage schools to develop contingency plans if they haven't done so. *In response to an event will:*

Send a representative to the King County Emergency Operations Center or the affected zone coordination center (as appropriate) to serve as liaison to schools.

### **Puget Sound Energy (PSE)**

In preparation for an event will:

Participate in regional coordination and planning meetings to develop procedures and protocols and to ensure coordinated disaster response plans.

In response to an event will:

- Identify and prioritize damage to infrastructure.
- Restore gas and electric service in a manner that meets established priorities for public safety, system integrity, and regional coordination and response.
- Provide support services to other agencies, as resources are available.
- Send a representative to the King County Emergency Operations Center and, if possible, any Zone Coordination Center to coordinate response and restoration activities.

### **School Districts in King County**

*In preparation for an event will:* 

Participate in zone coordination meetings to develop procedures and protocols for disaster operations within their zone.

In response to an event will:

Coordinate service delivery as requested (and as resources allow) in the affected jurisdiction or zone.

### **Seattle-King County Department of Public Health**

*In preparation for an event will:* 

- Host planning meetings related to ESF-8 to coordinate regional health issues.
- Develop and maintain readiness to carry out the responsibilities listed in ESF-8: Health and Medical Services of the City of Seattle Disaster
   Readiness and Response Plan August, 1999 and ESF-8: Health, Medical and Medical Examiner Services June, 1999 of the King County
   Emergency Management Plan January, 1997.

In response to an event will:

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- Staff the Public Health EOC as needed to provide a central point of coordination, information gathering and dissemination of health-related issues.
- Send representatives to City of Seattle and King County Emergency Operation Centers as needed, and send a liaison or representative to affected zones as resources allow.
- Carry out health department activities as outlined in the ESF-8s of the City of Seattle's and King County's Emergency Management Plans.

### **Owest**

In preparation for an event will:

• Participate in regional planning meetings to develop interfaces between Qwest and other regional participants.

In response to an event will:

- Identify damage and prioritize repairs to infrastructure
- Coordinate with other agencies through Zone Coordination Centers and/or the King County Emergency Operation Center

### **United Way Executive Directors Coalition**

In preparation for an event will:

- Communicate the regional disaster plan concept to participating United Way supported organizations.
- Encourage the participation of member organizations in appropriate zone coordination meetings.
- Participate in the development of a King County Disaster Assistance Council.
- Educate service delivery personnel in the basics of the Incident Command System and the Regional Disaster Plan concept.

In response to an event will:

Coordinate service delivery as requested and as resources allow in the affected jurisdiction and zone. Send appropriate representatives to the King County EOC and/or the zone coordination centers to facilitate service delivery as appropriate.

### **US Army Corps of Engineers (USACE)**

In preparation for an event will:

Serve as the primary agency for planning, preparedness, and response under the Federal Response Plan (FRP), April 1999, ESF-3: Public Works and Engineering. In addition, USACE is a designated support agency for the ESFs on Transportation, Firefighting, Health and Medical Services, Urban Search and Rescue, Hazardous Materials, and Energy. The purpose of these FRP ESFs is to provide lifesaving or life protecting

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assistance to augment efforts of the affected State(s) and local response efforts following a major or catastrophic disaster.

In response to an event:

- To utilize USACE support, zones and the county must identify their requirements for public works and engineering assistance and convey these to the State. If sufficient resources are not available at the State, the requirement will be forwarded to the ESF-3 element in the USACE Disaster Field Office. USACE will assign the mission to one of its offices in or near the disaster area to deliver the required Federal assistance. Public Works and Engineering support includes technical advice and evaluations, engineering services, construction management and inspection, emergency contracting, provision of emergency power, emergency repair of wastewater and solid waste facilities, and real estate support. Some of the activities within the scope of ESF-3 include:
- Emergency clearance of debris for reconnaissance of the damaged areas and passage of emergency personnel and equipment.
- Temporary construction of emergency access routes, which may include damaged streets, roads, bridges, ports, waterways, airfields, and any other facilities necessary for passage of rescue personnel.
- Emergency restoration of critical public services and facilities including the supply of adequate amounts of potable water, temporary restoration of water supply systems, and the provision of water for fire fighting.
- Emergency demolition or stabilization of damaged structures and facilities designated by State or local governments.
- Technical assistance and damage assessment including structural inspections.

### **Washington State Government**

State responses would be made available according to the Washington State Comprehensive Emergency Management Plan.

# Washington State Military Dept., Emergency Management Division (EMD)

In preparation for an event will:

Develop logistical assets to assist regional entities and local governments as they exhaust local resources. Continue to plan with, and provide training and exercise support for, local jurisdictions. Coordinate response plans, communications, and operational protocols with the King County Emergency Coordination Zones, King County Office of Emergency Management and King County Government. Staff the Emergency Operations Center on a "24/7" basis to respond to incidents.

In response to an event will:

Upon activation of a local Emergency Operations Center, the Washington State Emergency Operations Center will: increase its state of alert; function as the State clearinghouse for damage information, resource distribution and allocation; and act as an information conduit among the impacted jurisdictions. State agency representatives will assemble as needed to ensure that the proper resources are brought to bear on the emergency. The EOC will mobilize State and Federal resources through State Emergency Proclamations and Federal Disaster Declaration.

### Washington State Sewer and Water Association, Section 4

*In preparation for an event will:* 

Support the individual districts in developing plans that are congruent with the regional disaster plan and continue to support the development of mutual aid agreements and protocols for mutual support.

In response to an event will:

Provide a representative to the King County Emergency Operation Center if one is requested.

### **Washington State Hospital Association**

In preparation for an event will:

Participate in the planning process with Seattle Public Utilities, the Water and Sewer Association and King County Emergency Management to provide potable water to hospitals in disaster conditions. In response to an event will:

Send a representative to the Seattle/King County Public Health Emergency Operations Center to coordinate hospital-related issues.

### **Washington State Trucking Association**

In preparation for an event will:

Participate in Regional Disaster Planning Task Force meetings. *In response to an event will:* 

- Serve as a liaison between member organizations and the King County EOC.
- Assist in the coordination of trucking and logistics functions as resources allow.

#### VI. PLAN DEVELOPMENT AND MAINTENANCE

This plan has been developed and will be regularly updated by the Regional Disaster Planning Task Force (RDPTF). The Task Force consists of representatives from: cities; fire and police chiefs; public works directors; school superintendents; hospitals; financial institutions; transportation providers; construction trade unions; nonprofits; utilities; the contingency planners of our major employers and other stakeholder groups.

The King County Office of Emergency Management (OEM) will coordinate updates to this plan and maintain the "official" plan. Suggested changes can be mailed to: King County Office of Emergency Management, 7300 Perimeter Road S., Room 128, Seattle, WA, 98108-3848. Faxes will be received at (206) 296-3838. Telephone messages can be left at OEM's general number: (206) 296-3830.

Modifications to this <u>Regional Disaster Plan for Public and Private Organizations in King County</u>, the <u>Emergency Support Functions</u> and the <u>Omnibus Legal and Financial Agreement</u> will be developed by the Regional Disaster Planning Task Force (RDPTF) and then submitted to the Emergency Management Advisory Committee (EMAC) for approval. The governing authority of each participating organization will then be requested to "sign off" on these modifications.

The OEM Regional Planning Coordinator is the staff person specifically tasked with the maintenance of the Omnibus Agreement, the Regional Plan, and ESFs. Suggested changes will be reviewed and approved by the King County Emergency Management Advisory Committee then forwarded to participating agencies for signature.

This plan will be supported by periodic exercises. Initially, orientations and seminars will be conducted to inform the employees of participating entities. Next, some communication functions will be tested on a limited basis. Following these periodic exercises (or real events that lead to an activation of this plan) the Regional Disaster Planning Task Force will meet to review and update this plan.

#### VII. REFERENCES

- 1. King County Hazard Identification & Vulnerability Analysis (HIVA), August 1997.
- 2. Robert T. Stafford Disaster Relief and Emergency Assistance Act / Public Law 93-288, as amended (addresses the role of the Federal Government).
- 3. Current applicable 44 Code of Federal Regulations (CFR) address policy and guidance for Federal Government disaster response and recovery.
- 4. Revised Code of Washington (RCW) Chapter 38.52 and Washington Administrative Code (WAC) Chapter 118.30 (address the structure of emergency management organizations and their responsibilities at state and local level).
- 5. RCW 38.54 (addresses State Fire Services Mobilization).
- 6. RCW 38.52.070 (1) (directs political subdivisions to establish, or be a member of, a local organization for emergency management).
- 7. RCW 38.52.070 (1) (also requires that "local comprehensive emergency management plans must specify the use of the incident command system for multi-agency / multi-jurisdiction operations).
- 8. RCW 38.52.091 (enables and outlines the requirements for mutual aid and interlocal agreements).
- 9. RCW 10.93.070 (is the Peace Officer Power Act).
- 10. Washington Association of Sheriffs and Police Chiefs Washington Law Enforcement Mutual Aid Plan.
- 11. King County Council Motion 10566 (outlines key elements of regional emergency management planning).
- 12. King County Emergency Management Plan, January 1997
- 13. Washington State Fire Mobilization Plan (addresses statewide resource sharing for Fire and Emergency Medical Service providers).

- 14. Public Law 84-99, Flood and Coastal Storm Emergencies (33 U.S.C. 701n / 69 Stat.186) (One authority for U. S. Army Corps of Engineers (USACE) to provide emergency/disaster assistance. The Chief of Engineers, USACE, acting for the Secretary of the Army, is authorized to undertake activities including: disaster preparedness; advance measures; emergency operations such as Flood Response and Post Flood Response; and the rehabilitation of flood control works.
- 15. Washington State Comprehensive Plan, 1996.
- 16. Washington State Department of Transportation plans and procedures:
  - WSDOT Disaster Plan M 54-11
  - WSDOT Northwest Region Disaster Plan
  - Instructional Letter IL 4010.00
  - Emergency Maintenance and Construction Procedures

#### VIII. GLOSSARY

#### Assumptions

Things that are assumed, or taken to be true, which help to frame the scope and activities of the plan.

#### Basic Plan, The

Provides a conceptual overview of the regional response to a large-scale emergency or disaster. It includes a purpose statement, scope, planning assumptions, narrative concept of operations, and a responsibilities section. It explains how the disciplines and jurisdictions should interact and *who does what* among the participating private and nonprofit organizations and government agencies and jurisdictions. The basic plan is supported by the more detailed "emergency functions."

#### Command

Those actions that involve directing, ordering, and/or controlling resources by virtue of explicit legal, agency, or delegated authority.

#### **Concept of Operations**

Describes the process(s), which accomplish response activities. Explains what should happen, when, and at whose direction. Provides a sequential look at how these activities start and are managed.

#### Coordination

Actions that facilitate collaboration and inter-operability of organizations and individuals involved in the preparation for or response to an emergency or disaster event.

#### **Damage Assessment**

The process used to appraise or determine the impact of the event on the community, including the status of critical facilities and lifeline routes.

#### Direction

Providing the authorized supervision of and direction to the resources and response operations that are applied to an incident.

#### **Disciplines**

A category of organizations that provides a common function in the community, i.e. police, fire, public works, schools, water/sewer, hospitals.

#### **Drills and Exercises**

Drills are designed to test *one function* of a plan. Exercises usually test *several functions* of a plan at the same time, though not always in "real time." Exercises can be "tabletop discussions," "functional," or "full-scale." Drills and exercises should have pre-identified, measurable objectives to accomplish.

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#### Emergency Operations Center (EOC) / Emergency Coordination Center (ECC)

A dedicated facility for coordinating the information, resources and actions of organizations, departments, and agencies that are potentially involved in an event in support of on-scene responders.

#### **Emergency Support Function**

A "chapter" of the plan that addresses one (or several related) emergency functions. The emergency functions support the Basic Plan. Procedures must be developed to support (or describe how) the emergency function will be carried out.

**Emergency Coordination Zones (see: "Zones")** 

ESF (see: "Emergency Support Function")

Exercises (see: "Drills and Exercises")

#### **Incident Command System (ICS)**

A system for managing resources, making decisions, directing operations, prioritizing activities and documenting actions. Also referred to as the Incident Management System (IMS). Provides communication and organizational "ground rules" for individuals and organizations involved in emergency response. The National Fire Academy and FEMA set standards.

#### **Mass Care**

Providing for the basic needs of people displaced by an event, including food; water; shelter; sanitation; and sleeping arrangements.

#### Mitigation

Actions taken to reduce the potential danger or damage from a hazard.

#### **PSAPs**

<u>Public Safety Answering Points</u> that serve as 911 or E911 call receiving points and emergency service dispatchers.

#### **PSESD**

Puget Sound Educational Service District

#### Recovery

Dealing with infrastructure, emotional/psychological support, and financial actions necessary to return the community to normal or routine following an unusual occurrence.

#### **Regional Service Providers**

Organizations which provide service throughout geographic King County. These regional providers may provide a point of coordination only through the King County EOC, not directly with each Zone.

#### **Standing Operating Procedure (SOP)**

A pre-determined, standardized set of actions or guidelines that describe *how* to accomplish the response activities identified in the plan.

#### **Unified Command**

ICS leadership for all organizations with jurisdictional responsibility at a multi-jurisdictional incident contributing to determining incident objectives, strategies and tactics, and ensuring the maximum use of all assigned resources and that integrated tactical operations are conducted. When the decision-making authority in the Incident Command System rests with representatives of two or more "lead" agency representatives.

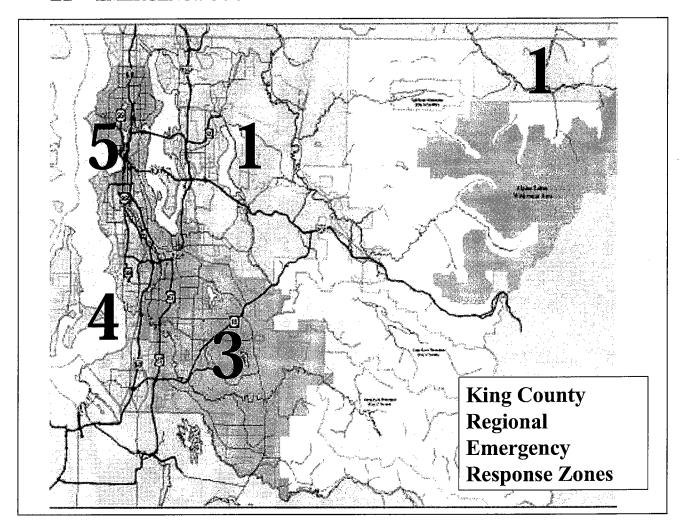
#### **Zones**

Geographic divisions of King County that are used for impact assessment and the coordination of services and resources among jurisdictions and disciplines. The zone boundaries are the same as the King County Fire Zones. See: IX. Emergency Coordination Zones Map.

#### **Zone Coordination Functions**

Those disaster response functions that will be planned for, and carried out at, the "zone" level.

#### IX. EMERGENCY COORDINATION ZONES MAP



Emergency Coordination Zones

#### OMNIBUS LEGAL AND FINANCIAL AGREEMENT

for Organizations Participating in the Regional Disaster Plan for Public and Private Organizations in King County

This OMNIBUS AGREEEMENT is made and entered into by certain public and private organizations to enable them to provide Emergency Assistance to each other during times of emergency or disaster.

**WHEREAS**, the Subscribing Organizations have expressed a mutual interest in the establishment of an Omnibus Agreement to facilitate and encourage Emergency Assistance among participants; and

WHEREAS, in the event of an emergency a Subscribing Organization who has executed this Omnibus Agreement may need Emergency Assistance in the form of supplemental personnel, equipment, materials or other support; and

WHEREAS, each Subscribing Organization may own and maintain equipment, stocks materials and employs trained personnel for a variety of services and is willing, under certain conditions, to lend its supplies, equipment and services to other Subscribing Organizations in the event of an emergency; and

**WHEREAS**, the proximity of the Subscribing Organizations to each other enables them to provide Emergency Assistance to each other in disaster situations.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the undersigned Subscribing Organization agrees as follows:

#### Article I - APPLICABILITY.

This Omnibus Agreement is available for execution to all Subscribing Organizations, in and bordering geographic King County. Execution of this Omnibus Agreement by a Subscribing Organization will occur when a Subscribing Organization signs an identical version of this Omnibus Agreement.

#### Article II - DEFINITIONS.

- A. 'Assistance Costs' means any direct material costs, equipment rental fees, fuel, and the labor costs that are incurred by the Lender in providing any asset, service, or assistance requested. For further information on costs, see section XII.
- B. 'Basic Plan' is the core document of the <u>Regional Disaster Plan for Public and Private Organizations in King County</u>. It provides the architecture for multi-jurisdictional, multi-disciplinary disaster response operations in King County. The Basic Plan will be supported by this Omnibus Legal Agreement and later by Emergency Support Functions, which are chapters on certain functional areas, such as communications, transportation, and resource management. The Basic Plan was developed by the Regional Disaster Planning Task Force, under the direction of the King County Emergency Management Advisory Committee.
- C. 'Basic Plan Package' includes the following core documents that create the framework necessary to implement the concept of operations implied in the Basic Plan. This suite of documents includes:
  - the Basic Plan,
  - this Omnibus Legal Agreement,
  - Appendix 1: Direction and Coordination
- D. 'Borrower' means a Subscribing Organization who has adopted, signed and subscribes to this Omnibus Agreement and has made a request for Emergency Assistance and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Omnibus Agreement.
- E. 'Emergency' includes, but is not limited to, a human-caused or natural event or circumstance within the area of operation of any participating Subscribing Organization causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of the affected Subscribing

- Organization or Organizations, in terms of personnel, equipment and facilities, thereby requiring Emergency Assistance.
- F. 'Emergency Assistance' means employees, services, equipment, materials, or supplies offered during an Emergency by the Lender and accepted by the Borrower to assist in maintaining or restoring normal services when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, terrorism/sabotage and other occurrences where Emergency Assistance from other Subscribing Organizations is necessary or advisable, as determined by the requesting Subscribing Organization.
- G. 'Emergency Contact Points' are the persons, in a line of succession, listed on the Emergency Contact Information Form to be submitted to the Zone Emergency Planning Committee by each Subscribing Organization. The list includes names, addresses, and 24-hour phone numbers of the Emergency contact points of each Subscribing Organization. The people listed as Emergency Contact Points will have (or can quickly get) the authority of the Subscribing Organization to commit available equipment, services, and personnel for the organization. Note: The phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Emergency contact point(s) is acceptable.
- H. 'King County Emergency Management Advisory Committee' acts in an advisory capacity to the County Executive, Council and Emergency Management Division on emergency management matters, and facilitate the coordination of regional emergency planning in King County.
- I. 'Lender' means a Subscribing Organization who has signed this Omnibus Agreement and has agreed to deliver Emergency Assistance to another Subscribing Organization pursuant to the terms and conditions of this Omnibus Agreement.
- J. 'Omnibus Agreement' means identical agreements executed in counterparts which bind the executing Subscribing Organization to its terms and conditions to provide and receive Emergency Assistance. The terms and conditions of the Omnibus Agreements are all identical and the execution of an Omnibus Agreement binds a Subscribing Organization to all other Subscribing Organizations who have executed identical Omnibus Agreements in counterparts. To be effective for

purposes of receiving Emergency Assistance, this Omnibus Agreement and the Basic Plan must be fully executed and received by the Zone Emergency Planning Committee.

- K. 'Subscribing Organization' means the executive governing authority of any public or private organization in, or bordering King County, WA, that chooses to subscribe to and sign onto the 'Basic Plan Package' of the Regional Disaster Plan for Public and Private Organizations in King County.
- L. For large and complex organizations like county government, cities, and major employers, all departments and branches of these complex organizations are included as 'Subscribers' under the single executive authority of these organizations.
- M. 'Termination Date' is the date upon which this Agreement terminates pursuant to Article V.

#### Article III - PARTICIPATION.

It is agreed, acknowledged, and understood that participation in this Omnibus Agreement is purely voluntary and at the sole discretion of the requested lender. No Subscribing Organization shall be liable to another Subscribing Organization for, or be considered to be in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment as specified in this Omnibus Agreement. However, Subscribing Organizations who execute the Omnibus Agreement are expected to:

- A. Ensure that other Subscribing Organizations in the Emergency Response Zone have their Organizations' most current Emergency Contact Points.
- B. Participate in scheduled meetings to coordinate operational and implementation issues to the maximum extent possible.

## Article IV - ROLE OF EMERGENCY CONTACT POINT FOR SUBSCRIBING ORGANIZATIONS

Subscribing Organizations agree that their Emergency Contact Points or their designee can serve as representatives of the Subscribing Organizations in any meeting to work out the language or implementation issues of this agreement.

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The Emergency Contact Points of a Subscribing Organization shall:

- A. Act as a single point of contact for information about the availability of resources when other Subscribing Organizations or Zones seek assistance.
- B. Participate in Zone Coordination meetings convened on the implementation of this agreement.
- C. Take the initiative to obtain and communicate decisions and discussion items of the meeting.
- D. Maintain a manual containing the Basic Plan package including a master copy of this Omnibus Agreement (as amended) and a list of Subscribing Organizations who have executed this Omnibus Agreement.

#### Article V - TERM AND TERMINATION.

- A. This Omnibus Agreement is effective upon execution by two or more Subscribing Organizations.
- B. A Subscribing Organization opting to terminate its participation in this Omnibus Agreement, shall provide written termination notification to the King County Emergency Management Advisory Committee, care of the King County Office of Emergency Management, 7300 Perimeter Rd. S., Room 128, Seattle, WA, 98108, or by Fax at (206) 296-3838. Notice of termination becomes effective upon receipt by the King County Emergency Management Advisory Committee who shall, in turn, notify all subscribing organizations. Any terminating Subscribing Organization shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.

#### Article VI - PAYMENT FOR SERVICES AND ASSISTANCE.

Borrower shall pay to the Lender all valid and invoiced Assistance Costs within 60 days of receipt of the lender's invoice, for either all or part of the Emergency Assistance services provided by the Lender. In the event the Lender provides

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supplies or parts, the Lender shall have the option to accept payment of cash or in kind for the supplies or parts provided.

#### Article VII - INDEPENDENT CONTRACTOR.

Lender shall be and operate as an independent contractor of Borrower in the performance of any Emergency Assistance. Employees of Lender shall at all times while performing Emergency Assistance continue to be employees of Lender and shall not be deemed employees of Borrower for any purpose. Wages, hours, and other terms and conditions of employment of Lender shall remain applicable to all of its employees who perform Emergency Assistance. Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Lender's employees. The costs associated with borrowed personnel are subject to the reimbursement process outlined in Article XII. In no event shall Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of or as agent for Borrower under or by virtue of this Omnibus Agreement.

#### Article VIII - REQUESTS FOR EMERGENCY ASSISTANCE.

Requests for Emergency Assistance shall be directed to the designated Emergency Contact Point(s) on the contact list provided by the Subscribing Organizations and/or directed to and managed by the Zone Coordination function. The extent to which the Lender provides any Emergency Assistance shall be at the Lender's sole discretion. In the event the emergency impacts a large geographical area that activates either Federal or State emergency laws, this Agreement shall remain in effect until or unless this Agreement conflicts with such Federal and State laws.

#### Article IX - GENERAL NATURE OF EMERGENCY ASSISTANCE.

Emergency Assistance will be in the form of resources, such as equipment, supplies, and personnel or the direct provision of services. The execution of the Omnibus Agreement shall not create any duty to respond on the part of any Subscribing Organization hereto. A Subscribing Organization shall not be held liable for failing to provide Emergency Assistance. A Subscribing Organization has the absolute discretion to decline to provide any requested Emergency Assistance and to withdraw resources it has provided at any time without incurring any liability. Resources are "borrowed" with reimbursement and terms of

exchange varying with the type of resource as defined in Articles X through XII. The Subscribing Organizations recognize that time is critical during an emergency and diligent efforts will be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available.

#### Article X - LOANS OF EQUIPMENT.

Use of equipment, such as construction equipment, road barricades, vehicles, and tools, shall be at the Lender's current equipment rate, or if no written rates have been established, at the hourly operating costs set forth in an **industry standard publication** as selected by the Regional Disaster Planning Task Force, or as mutually agreed between Borrower and Lender. Equipment and tool loans are subject to the following conditions:

- 1. At the option of the Lender, loaned equipment may be loaned with an operator. See Article XII for terms and conditions applicable to use of borrowed personnel.
- 2. Loaned equipment shall be returned to the Lender upon release by the Borrower, or immediately upon the Borrower's receipt of an oral or written notice from the Lender for the return of the equipment. When notified to return equipment to a Lender, the Borrower shall make every effort to return the equipment to the Lender's possession within 24 hours following notification.
- 3. Borrower shall, at its own expense, supply all fuel, lubrication and maintenance for loaned equipment. The Borrower will take proper precaution in its operation, storage and maintenance of Lender's equipment. Equipment shall be used only by properly trained and supervised operators. Lender shall endeavor to provide equipment in good working order. All equipment is provided "as is", with no representations or warranties as to its fitness for particular purpose.
- 4. Lender's cost related to the transportation, handling, and loading/unloading of equipment shall be chargeable to the Borrower. Lender shall provide copies of invoices for such charges where provided by outside sources and shall provide hourly accounting of charges for Lender's employees who perform such services.

Without prejudice to a Lender's right to indemnification under Article XIV herein, in the event loaned equipment is lost or damaged while being dispatched to Borrower, or while in the custody and use of the Borrower, or while being returned to the Lender, Borrower shall reimburse the Lender for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired within a time period indicated by the Lender, then Borrower shall reimburse Lender for the cost of replacing such equipment with equipment, which is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of the Lender. If Lender must lease or rent a piece of equipment while the Lender's equipment is being repaired or replaced, Borrower shall reimburse Lender for such costs. Borrower shall have the right of subrogation for all claims against persons other than parties to this Omnibus Agreement who may be responsible in whole or in part for damage to the equipment. Borrower shall not be liable for damage caused by the sole negligence of Lender's operator(s).

#### Article XI - EXCHANGE OF MATERIALS AND SUPPLIES.

Borrower shall reimburse Lender in kind or at Lender's actual replacement cost, plus handling charges, for use of partially consumed or non-returnable materials and supplies, as mutually agreed between Borrower and Lender. Other reusable materials and supplies which are returned to Lender in clean, damage-free condition shall not be charged to the Borrower and no rental fee will be charged. Lender shall determine whether items returned are "clean and damage-free" and items shall be treated as partially consumed or non-returnable materials and supplies if item is found to be damaged.

#### Article XII - LOANS OF PERSONNEL.

Lender may, at its option, make such employees as are willing to participate available to Borrower at Borrower's expense equal to Lender's full cost, including employee's salary or hourly wages, call back or overtime costs, benefits and overhead, and consistent with Lender's personnel union contracts, if any, or other conditions of employment. Costs to feed and house loaned personnel, if necessary, shall be chargeable to and paid by the Borrower. The Borrower is responsible for assuring such arrangements as may be necessary to provide for the safety, housing, meals, and transportation to and from job sites/housing sites (if necessary) for

loaned personnel. The Subscribing Organizations' Emergency Contact Points or their designees shall develop planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement. Lender personnel providing Emergency Assistance shall be under the control of their regular leaders, but the organizational units will come under the operational control of the command structure of the Borrower. Lender shall not be liable for cessation or slowdown of work if Lender's employees decline or are reluctant to perform any assigned tasks if said employees judge such task to be unsafe. A request for loaned personnel to direct the activities of others during a particular response operation does not relieve the Borrower of any responsibility or create any liability on the part of the Lender for decisions and/or consequences of the response operation. Loaned personnel may refuse to direct the activities of others without creating any liability on the part of the Lender. Any valid licenses issued to Lender personnel by Lender or Lender's state, relating to the skills required for the emergency work, may be recognized by the Borrower during the period of emergency and for purposes related to the emergency. When notified to return personnel to a Lender, the Borrower shall make every effort to return the personnel to the Lender's possession immediately after notification.

#### Article XIII - RECORD KEEPING.

Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by the Lender will be recorded on a shift by shift basis by the Lender and/or the loaned employee(s) and will be provided to the Borrower as needed. If no personnel are loaned, the Lender will provide shipping records for materials and equipment, and the Borrower is responsible for any required documentation of use of material and equipment for state or federal reimbursement. The documentation will be presented to the Administration/Finance Section of the Incident Management structure. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.

#### Article XIV - INDEMNIFICATION AND LIMITATION OF LIABILITY.

A. INDEMNIFICATION. Except as provided in section B., to the fullest extent permitted by applicable law, the Borrower releases and shall indemnify, hold harmless and defend each Lender, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing Emergency Assistance to the Borrower, whether

arising before, during or after performance of the Emergency Assistance and whether suffered by any of the Subscribing Organizations or any other person or entity.

The Borrower agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, the Borrower, by mutual negotiation, hereby waives, as respects any indemnitee only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington and similar laws of other states.

- B. ACTIVITIES IN BAD FAITH OR BEYOND SCOPE. Any Subscribing Organizations shall not be required under this Omnibus Agreement to indemnify, hold harmless and defend any other Subscribing Organization from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Subscribing Organizations officers, employees, or agents acting in bad faith or performing activities beyond the scope of their duties.
- C. LIABILITY FOR PARTICIPATION. In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of Emergency Assistance through this Omnibus Agreement, the Borrower agrees, to indemnify, hold harmless, and defend, to the fullest extent of the law, each signatory to this Omnibus Agreement, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Omnibus Agreement.
- D. DELAY/FAILURE TO RESPOND. No Subscribing Organization shall be liable to another Subscribing Organization for, or be considered to be in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment as specified in this Omnibus Agreement.
- E. MEDIATION AND ARBITRATION. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation.

Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties to this Contract may seek to resolve disputes pursuant to mediation or arbitration, but are not required to do so.

F. SUBSCRIBING ORGANIZATION LITIGATION PROCEDURES. Each Subscribing Organization seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim shall promptly notify the Borrower of such claim and shall not settle such claim without the prior consent of Borrower, which consent shall not be unreasonably withheld. Such Subscribing Organization shall have the right to participate in the defense of said claim to the extent of its own interest. Subscribing Organization's personnel shall cooperate and participate in legal proceedings if so requested by the Borrower, and/or required by a court of competent jurisdiction.

#### Article XV - SUBROGATION.

- A. BORROWER'S WAIVER. Borrower expressly waives any rights of subrogation against the Lender, which it may have on account of, or in connection with, the Lender providing Emergency Assistance to the Borrower under this Omnibus Agreement.
- B. LENDER'S RESERVATION AND WAIVER. Lender expressly reserves its right to subrogation against the Borrower to the extent the Lender incurs any self-insured, self-insured retention or deductible loss. The Lender expressly waives its rights to subrogation for all insured losses only to the extent the Lender's insurance policies, then in force, permit such waiver.

#### Article XVI - WORKER'S COMPENSATION AND EMPLOYEE CLAIMS.

Lender's employees, officers or agents, made available to Borrower, shall remain the general employee of Lender while engaged in carrying out duties, functions or activities pursuant to this Omnibus Agreement, and each Subscribing Organization shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own

employees. Likewise, each Subscribing Organization shall provide worker's compensation in compliance with statutory requirements of the state of residency.

#### Article XVII - MODIFICATIONS.

No provision of this Omnibus Agreement may be modified, altered, or rescinded by any individual Subscribing Organization without two-thirds affirmative concurrence of the Subscribing Organizations. The King County Emergency Management Advisory Committee will be the coordinating body for facilitating modifications of this Omnibus Agreement. Modifications to this Omnibus Agreement must be in writing and will become effective upon approval of the modification by a two-thirds affirmative vote of the Subscribing Organizations. Modifications must be signed by an authorized representative of each Subscribing Organization.

#### Article XVIII- NON EXCLUSIVENESS AND PRIOR AGREEMENTS.

This Omnibus Agreement is not intended to be exclusive among the Subscribing Organizations. Any Subscribing Organization may enter into separate Emergency Assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under the Omnibus Agreement. To the extent that prior agreements between Parties to this Omnibus Agreement are inconsistent with this Agreement, all prior agreements for Emergency Assistance between the Subscribing Organization hereto are hereby superseded.

#### Article XIX - GOVERNMENTAL AUTHORITY.

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or hereafter in effect, of all governmental authorities having jurisdiction over the emergencies covered by this Omnibus Agreement, the Subscribing Organization or either of them.

#### Article XX - NO DEDICATION OF FACILITIES.

No undertaking by one Subscribing Organization to the other Subscribing Organizations under any provision of this Omnibus Agreement shall constitute a dedication of the facilities or assets of such Subscribing Organization, or any portion thereof, to the public or to the other Subscribing Organization. Nothing in this Omnibus Agreement shall be construed to give a Subscribing Organization any right of ownership, possession, use or control of the facilities or assets of the other Subscribing Organization.

#### **Article XXI - NO PARTNERSHIP.**

This Omnibus Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Subscribing Organizations or to impose any partnership obligation or liability upon any Subscribing Organization. Further, no Subscribing Organization shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Subscribing Organization.

#### Article XXII - NO THIRD PARTY BENEFICIARY.

Nothing in this Omnibus Agreement shall be construed to create any rights in or duties to any Third Party, nor any liability to or standard of care with reference to any Third Party. This Agreement shall not confer any right, or remedy upon any person other than the Subscribing Organizations. This Omnibus Agreement shall not release or discharge any obligation or liability of any Third Party to any Subscribing Organizations.

#### Article XXIII - ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement and supersedes any and all prior agreements of the Parties, with respect to the subject matters hereof.

#### Article XXIV- SUCCESSORS AND ASSIGNS.

This Omnibus Agreement is not transferable or assignable, in whole or in part, and any Subscribing Organization may terminate its participation in this Omnibus Agreement subject to Article V.

#### Article XXV - GOVERNING LAW.

This Omnibus Agreement shall be interpreted, construed, and enforced in accordance with the laws of Washington State.

#### Article XXVI - VENUE.

Any action which may arise out of this Omnibus Agreement shall be brought in Washington State and King County.

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#### Article XXVII - TORT CLAIMS.

It is not the intention of this Omnibus Agreement to remove from any of the Subscribing Organizations any protection provided by any applicable Tort Claims Act. However, between Borrower and Lender, the Borrower retains full liability to the Lender for any claims brought against the Lender as described in other provisions of this agreement.

#### Article XXVIII - WAIVER OF RIGHTS.

Any waiver at any time by any Subscribing Organizations of its rights with respect to a default under this Omnibus Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay short of the statutory period of limitations, in asserting or enforcing any right, shall not constitute or be deemed a waiver.

#### Article XXIX - INVALID PROVISION.

The invalidity or unenforceability of any provisions hereof, and this Omnibus Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

#### **Article XXX - NOTICES.**

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Omnibus Agreement shall be conveyed and facilitated by the King County Emergency Management Advisory Committee, care of the King County Office of Emergency Management, 7300 Perimeter Road S., Room 128, Seattle, WA 98018, Phone: 206-296-3830, Fax: 206-296-3838. Such notices, given in writing, and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, or (iii) sent by United States Mail, postage prepaid, to the Emergency Management Advisory Committee.

# APPENDIX 1 DIRECTION AND COORDINATION

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#### I. Introduction

#### A. Purpose

This appendix outlines the roles and responsibilities of participating organizations in providing effective direction and coordination of emergency management activities.

#### B. Scope

This document does not address the internal direction, control and coordination mechanisms and functions of participating organizations or jurisdictions, which are unique to each organization and beyond the scope of this plan.

This appendix does address the centralized and de-centralized direction, control, and coordination functions of the Regional Disaster Plan. It includes a basic concept of coordination for individual disciplines (police, fire, EMS, schools, public works, health/human services) and the four Emergency Coordination Zones in King County. It outlines the role of the King County EOC and addresses the protocols for inter-operability among organizations participating in this regional plan.

#### C. Situation

- 1. The established four county fire coordination zones will also be used in this plan as "emergency coordination zones" to maintain a manageable span of control in disaster operations. Each zone will have pre-coordinated protocols for executing certain disaster functions. The King County Emergency Operations Center serves as an information clearinghouse among the zones.
- 2. Participating disciplines (police, fire, water/sewer, public works, schools, health/human services, business/industry) will develop mechanisms for sharing information and coordinating activities to support this plan. An emergency planning committee within each zone will develop internal and external coordination protocols and procedures that are included in the Concept of Operations section.
- 3. This plan is a voluntary, cooperative agreement among public and private organizations. Participating organizations may agree to provide available resources to others and allow their resources to be temporarily directed by another organization or command structure, though each participating organization maintains ultimate control of their own resources and personnel.

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4. The participants of the Regional Disaster Plan commit to the principles of the Incident Command System (ICS) for multi-incident, multi-jurisdictional disaster response. Four Emergency Coordination Zones are utilized in coordinating a broad range of disaster functions, while the King County Emergency Operations Center serves as an information clearinghouse among the zones.

#### D. Limitations

- 1. Should Zone coordination efforts fail to function for any reason, jurisdictions and organizations within a zone can circumvent the zone process and coordinate directly with the King County Emergency Operations Center or with another Zone Coordination Center.
- 2. Zone-based emergency coordination has been successful for the fire service, but is new to other participating disciplines. Non-fire participants may require time to develop Zone-based coordination capabilities.

#### II. Concept of Operations

#### A. General

- 1. Response activities will be managed utilizing the Incident Command System.
- 2. Specific zone coordination procedures are detailed in this Appendix.
- 3. Some "Regional Service Providers" whose normal operations span multiple emergency response zones may use a single point of coordination provided through either the Seattle or King County EOC (e.g. Metro Transit, Seattle-King County American Red Cross, Seattle Public Utilities, Puget Sound Energy, etc.)
- 4. In the event of a disaster, local and agency EOCs will activate, and proclaim an emergency if appropriate.
- 5. Resources that are committed to disaster response operations will be under the immediate direction of the on-scene command structure, which may be led by a single agency, or a unified command structure.
- 6. Resources recalled by their home agency and engaged in operations may not be immediately released if doing so, in the judgement of the Incident Commander causes a life safety risk. Every effort will be made to release these resources as quickly as possible.

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- 7. Each participating organization has ultimate control of its own resources. Participating organizations can choose to, or not to, provide assistance to those affected by a disaster event.
- 8. Even if an organization chooses to provide assistance in the form of equipment or personnel, these resources can be recalled from the affected incident site, given a courtesy notice to the on-scene Incident Commander or Logistics Section Chief.

#### B. Initiating the Plan

- 1. Any participating organization, at risk of being overwhelmed, will first use appropriate internal resources, then use any available mutual aid or commercially available resources.
- 2. If further support is needed, the elected official or their designee of the affected organization will proclaim an emergency, then contact their designated Zone Coordination Point of Contact and/or the King County EOC to request further assistance.

#### C. Role of the King County Emergency Operations Center

- The King County Emergency Operations Center will serve as a regional information and coordination clearinghouse. It will collect, monitor, and distribute damage information and will find and communicate the status of resources and services that have been requested and those resources and services that are available among the zones.
- 2. The King County EOC will not provide direction to the Zone Coordination functions but may assist in coordination of the deployment of resources.
- 3. King County government may be part of Zone Coordination activities and functions when unincorporated areas of the county are affected, or when King County-owned assets are affected in municipal areas.
- 4. The King County Office of Emergency Management and the Emergency Operations Center may also act as a single point of contact for the activation of this Regional Disaster Plan.

#### D. Role of State and Federal Governments

1. The State Emergency Operations Centers (EOC) at Camp Murray will be contacted initially by the King County EOC or the affected jurisdictions. As the event unfolds the affected jurisdiction and the King County EOC will send the State EOC regular situation reports with current damage assessments, information about current hazards and life-safety threats, the status of the response operations and incident action plans.

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- 2. The State EOC will receive requests for resources that have not been found in geographic King County. Should the resource requests be beyond what can be acquired in the State, the State will request appropriate Federal assets and services.
- 3. Those state-recognized separate emergency management jurisdictions that request assistance from the state may receive resources from a variety of places / providers. In a region-wide event, state and federal resources may be coordinated through the King County EOC and then provided to support of the on-scene command structure.

#### E. Role of Each Zone

- 1. Zone 1 will coordinate city-by-city and report to a Zone Coordination center in Bellevue.
- 2. Zone 3 and 4 will operate through established discipline coordinators who may operate from the King County EOC. Those disciplines include law enforcement, fire, public works, schools, business, cities, water/sewer, hospitals, etc. and will have a "Zone Representative" that coordinates their respective discipline within and among Zone 3 and 4.
- 3. Zone 5 (City of Seattle) will operate out of its Emergency Operations Center.

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#### III. Responsibilities

See the tabs following this main document for the procedures and protocols of Zone Coordination activities.

#### All Participating Organizations

In Preparation for an Event:

- Assist in the development of zone procedures.
- Develop a mechanism for proclaiming an emergency.
- Establish internal staff coordination and information reporting procedures.
- Develop basic procedures for any physical locations to be used for coordination.
- Assemble a list of emergency contacts and / or zone coordinators.
- Review relevant emergency plans
- Develop and test procedures for Zone coordination.
- Coordinate and/or review business continuity plans for Zone agencies so that critical services will not be disrupted.
- Coordinate a training program for employees to carry out their internal and regional responsibilities.
- Inventory mutual aid agreements held by Zone agencies.
- Develop plans to accommodate incoming mutual aid (or other) resources.
- Develop a method to either 'activate' a coordination center or 'activate' functional area personnel.
- Each organization maintains an available resource list.

#### In Response to an Event:

- Proclaim an emergency if appropriate.
- Implement the plan and utilize the Incident Command System to manage response operations.
- Monitor use of internal resources.
- Make mutual aid requests as needed.
- Contact functional lead and / or jurisdictional leads.
- Assess internal capabilities and provide a prompt reply to any request for support from another Zone, an affected agency or the King County Emergency Operations Center.
- Appropriate zone coordinators make contact with the County; report damage and status information.
- Demobilize and provide an activity report and final documentation in a timely manner.
- Document all communications, decisions, activities, and the deployment of resources.
- Maintain communication with your employees that have deployed to assist others.

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#### **King County Emergency Operations Center**

In Preparation for an Event:

- Develop Regional Plan activation procedures.
- Ask County departments to review and update operational and business continuity plans.
- Maintain lists of primary contact phone numbers for county and zones.
- Develop exercises and test procedures for the implementation of the Regional Plan.
- Inventory and manage Operations Center equipment essential to zone and Regional Plan support.
- Provide Zones and other regional private service providers such as utilities, disaster relief agencies, large employers, etc. with technical and coordination assistance

#### In Response to an Event:

- Proclaim an emergency if appropriate.
- Activate the Emergency Operations Center.
- Make contact with Zones; collect damage and situation reports.
- Coordinate resource requests between Zones.
- Coordinate resource requests beyond County capability with the State EOC.
- Assess Zone capabilities and provide a prompt reply to any request for support.
- Document all communications, decisions, activities, and the deployment of resources.
- Demobilize and provide an activity report and final documentation in a timely manner.
- Provide technical assistance and coordination to Zones and other regional private service providers such as utilities, disaster relief agencies, large employers, etc.

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#### Tab 1: Zone 1 Functions and Protocols

#### **Zone 1 Emergency Planning Committee**

In Preparation for an Event:

- Develop a mechanism for proclaiming an emergency.
- Select a Coordination Center site.
- Develop procedures for the Coordination Center.
- Work with each city to identify a point of contact who will gather and disseminate damage information, resource requests, and response priorities.
- Work with each city on their emergency plans; ensure that these plans include operational directions for the "point of contact" concept.
- Ensure that functional areas are represented through city contacts. If not, identify points of contact for functional areas.
- Develop and test procedures for Zone coordination.
- Coordinate and/or review business continuity plans for Zone agencies so that critical services will not be disrupted.
- Coordinate a training program for employees to carry out their internal and regional responsibilities.
- Develop plans to accommodate incoming mutual aid (or other) resources.
- Consult on and/or review educational programs targeted toward the community on disaster preparedness basics.

#### **Zone 1 Coordination Function**

In Response to an Event:

- Cities proclaim an emergency if appropriate and obtain state mission number.
- Activate the Coordination Center. Any Zone 1 signatory to the Regional Disaster Plan is authorized to activate the Zone 1 Coordination Center. See activation protocol on page \_\_\_\_\_.
- Make contact with other cities; determine who will be (physically) staffing the Coordination Center. These representatives must be someone who has authority to commit local resources and who has experience with their local emergency operation center or emergency management team.
- Make contact with the County; report damage and status information.
- Monitor use of Zone 1 community resources.
- Make requests for resources or assistance as needed.
- Assess internal capabilities and provide a prompt reply to any request. Requests may be:
  - internal within Zone 1 needing no King County coordination;
  - from agencies in Zones 3, 4, or 5 which would be coordinated through King County,
  - from Zone 1 to other Zones which would be coordinated through King County
- Deliver/deploy requested resources in a timely manner after commitments are made.
- Document all communications, decisions, activities, and the deployment of resources.
- Non-municipal agencies (such as hospitals, school districts, businesses, non-profit organizations, etc.) make and maintain contact with the government of the City in which they are primarily housed.
- Demobilize and provide an activity report and final documentation in a timely manner.

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#### Tab 2: Zone 3 Functions and Protocols

#### **Zone 3 Emergency Planning Committee**

In Preparation for an Event:

- Organizations develop a mechanism for proclaiming an emergency.
- Work with each functional area, e.g., schools, to identify a "Coordinator."
- Develop procedures for Coordinators to 'activate' themselves so that they may gather and disseminate damage information, resource requests, and response priorities.
- Ensure that procedures identify whether and/or when Coordinators will work out of the King County Emergency Operations Center.
- Work with each city on their emergency plans; ensure that these plans include operational directions for using functional Coordinators.
- Develop and test procedures for Zone coordination.
- Coordinate and/or review business continuity plans for Zone agencies so that critical services will not be disrupted.
- Coordinate a training program for employees to carry out their internal and regional responsibilities.
- Inventory mutual aid agreements held by Zone agencies.
- Develop procedures to accommodate incoming mutual aid (or other) resources.
- Inventory and manage response equipment within the Zone.

#### **Zone 3 Coordination Function**

In Response to an Event:

- Proclaim an emergency if appropriate and obtain state mission number.
- "Activate" functional Coordinators.
- Make contact with functional areas to get damage reports.
- Make contact with the County; report damage and status information.
- Send functional representatives to work out of the County EOC.
- Monitor use of internal resources.
- Make mutual aid requests as needed.
- Utilize the Incident Command System to manage response operations.
- Assess internal capabilities and provide a prompt reply to any request for support from another Zone, an affected agency or the King County Emergency Operations Center.
- Deliver/deploy requested resources in a timely manner after commitments are made.
- Document all communications, decisions, activities, and the deployment of resources.
- Maintain communication with your employees that have deployed to assist others.
- Demobilize and provide an activity report and final documentation in a timely manner.

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#### **Tab 3: Zone 4 Functions and Protocols**

#### **Zone 4 Emergency Planning Committee**

In Preparation for an Event:

- Develop a mechanism for proclaiming an emergency.
- Identify several sites that may serve as a Coordination Center; agree on a rotating use plan for the sites, e.g., one site per year. Document the agreement.
- Develop procedures to use each of the sites, e.g., site access and emergency equipment.
- Work with each functional area, e.g., schools, to identify a "Coordinator."
- Develop and maintain a list of Coordinators to leave in the Coordination Center.
- Ask Coordinators to work on a plan for 'activating' themselves, e.g., a phone tree, a rotating lead assignment, staffing the (rotating) Coordination Center.
- Develop procedures for contacting the King County Emergency Operations Center.
- Develop procedures to accommodate incoming mutual aid (or other) resources.
- Review and coordinate individual city plans for emergency response and preparedness.

#### **Zone 4 Coordination Function**

In Response to an Event:

- Proclaim an emergency if appropriate and obtain state mission number.
- Activate the Coordination Center. (City officials who are hosting the Coordination Center will probably activate.)
- Make contact with functional areas by calling Coordinators; determine who will be (physically) staffing the Coordination Center.
- Make contact with the County; report damage and status information.
- Monitor use of internal resources.
- Make mutual aid requests as needed.
- Utilize the Incident Command System to manage response operations.
- Assess internal capabilities and provide a prompt reply to any request for support from another Zone, an affected agency or the King County Emergency Operations Center.
- Deliver/deploy requested resources in a timely manner after commitments are made.
- Document all communications, decisions, activities, and the deployment of resources.
- Maintain communication with your employees that have deployed to assist others.
- Demobilize and provide an activity report and final documentation in a timely manner.

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#### **Tab 4: Zone 5 Functions and Protocols**

#### **City of Seattle (Zone 5)**

In Preparation for an Event:

- Review operations plan for the Emergency Operations Center.
- Review and update Line of Succession lists and phone numbers.
- Review and update functional areas for operational and business continuity plans.
- Develop and test plans for Zone coordination.
- Review training program for employees to carry out their internal and regional responsibilities.
- Inventory mutual aid agreements.
- Review or develop procedures to accommodate incoming mutual aid (or other) resources.

#### **Zone 5 Coordination Function**

In Response to an Event:

- Activate the "Seattle Disaster Readiness and Response Plan" and the Emergency Operations Center.
- Proclaim an emergency if appropriate and obtain state mission number.
- Make contact with the County; report damage and status information.
- Monitor use of internal resources.
- Make mutual aid requests as needed.
- Utilize the Incident Command System to manage response operations.
- Assess internal capabilities and provide a prompt reply to any request for support from another Zone, an affected agency or the King County Emergency Operations Center.
- Deliver/deploy requested resources in a timely manner after commitments are made.
- Document all communications, decisions, activities, and the deployment of resources.
- Maintain communication with your employees that have deployed to assist others.
- Demobilize and provide an activity report and final documentation in a timely manner.

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#### EMERGENCY SUPPORT FUNCTION (ESF) 1 TRANSPORTATION

**PRIMARY AGENCIES:** Cities' Public Works / Departments of Transportation

King County Department of Transportation (KCDOT)
Washington State Department of Transportation (WSDOT)

Port of Seattle (Airport & Seaport)

Sound Transit

**SUPPORT AGENCIES:** Law Enforcement Agencies in King County

Washington State Patrol King County School Districts Municipal and Private Airports Public Transit Authorities Private Rail Carriers

Private Transportation Services

Cities' & County Parks & Recreation Agencies

Private Businesses with Employee Transportation Programs

Federal Transportation Agencies

#### I. INTRODUCTION

#### A. Purpose

The purpose of this Emergency Support Function (ESF) is to provide organization, mobilization and coordination of transportation services and resources during and following an emergency or disaster in the King County region.

#### B. Scope

The provision of transportation support involves roads, bridges, transit, rail, ferry system, waterways, airports and seaports. Activities within the scope include:

- 1. Coordinating transportation activities and resources during the response phase immediately following an emergency or disaster.
- 2. Facilitating damage assessments to establish priorities and determine needs of available transportation resources.
- 3. Coordinating restoration and temporary repair of critical transportation facilities and systems including transit, roads, including the ferry system, and bridges, rail, and airport and seaport operations, during the recovery phase from an emergency or disaster.

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4. Coordination between local, state, and federal agencies, cities, special purpose jurisdictions, and private partners.

#### II. POLICIES

Participants of the Regional Disaster Plan will assist in the coordination of regional transportation response activities for emergencies and disasters that affect the King County region. All participating organizations will utilize, to the greatest extent possible, day-to-day policies to facilitate the integrity of transportation; except when the situation requires exceptional policy changes or modifications.

#### III. SITUATION

#### A. Emergency/Disaster Conditions and Hazards

The King County region will periodically experience emergency and disaster situations, which will damage transportation infrastructure and disrupt communications that will inhibit restoration of essential public services. Roadways, bridges, tunnels, railways, airports, seaports, and other transportation facilities and structures may be weakened or destroyed, necessitating repair, reinforcement, or demolition to ensure safe operations. Personnel, equipment, and supply resources may be insufficient to meet demands. Additionally, equipment in the immediate event area may be inaccessible or damaged.

#### B. Planning Assumptions

- 1. The local and regional transportation infrastructure will sustain damage. Disaster response and recovery activities, which require use of the transportation infrastructures, may be difficult to coordinate.
- 2. Access to the event area will be dependent upon the re-establishment of ground, air, rail and water routes. Gradual clearing of access routes will permit a sustained flow of emergency relief efforts.
- 3. Rapid assessment of the event area must be made to determine critical response priorities and transportation demands. Significant numbers of personnel with engineering and construction skills and construction equipment may not be available within the affected area.
- 4. The immediate use of the transportation system for response and recovery activities may exceed the capabilities of the King County region, thus requiring assistance from the State and Federal governments to supplement efforts.

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- 5. Each participating primary and secondary agency is responsible for the inspection, repair and operation of its own infrastructure or to those agencies with contractual agreements to maintain infrastructure.
- 6. Primary and support agencies will perform tasks under their own authorities as applicable, in addition to tasks received under the authority of the <u>Regional Disaster Plan for Public and Private Agencies in King County, Washington</u>.

#### IV. CONCEPT OF OPERATIONS

#### A. General

- 1. In accordance with the <u>Regional Disaster Plan for Public and Private</u>
  <u>Agencies in King County, Washington</u> and this ESF, the primary and support agencies are responsible for coordinating the transportation response and providing recovery support and services to assist in the King County region's transportation system integrity.
- 2. Requests for transportation assistance shall be received and prioritized by local jurisdictions, coordinating through their respective zone, and forwarded to the King County EOC for essential coordination between and among the various jurisdictions and agencies.
- 3. When transportation requests exceed the capability of the jurisdictions, agencies and county, the regional partners, through the King County EOC may coordinate transportation activities with the Washington State Emergency Management Division.
- 4. During large, regional events the King County EOC will serve as the central location where various transportation representatives will assemble to assist in prioritizing and collaborative coordination.
- 5. The collaborative website <a href="www.govlink.org">www.govlink.org</a> (joint effort between Washington State Department of Transportation and King County) will be utilized to provide ongoing transportation information and updates to the general public.

#### B. Organization

Activation of this plan may be for an intense localized event or a widespread regional or catastrophic event. Because a wide-range of emergencies may require the implementation of this plan, the lead organization during those

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activations may shift depending on the incident and the coordination will undoubtedly require a collaborative lead involving "unified command." The coordination of this ESF will rely heavily on the partnerships and collaborative efforts of all the primary and support agencies involved in this ESF. There will also be situations whereby federal agency influence will play a key role (i.e., terrorism event).

#### C. Procedures

Procedures for transportation services are identified in:

- 1. Internal procedures for each city, agency and organization;
- 2. ESF-3, King County Emergency Management Plan (KCEMP);
- 3. ESF-3, Washington State Comprehensive Emergency Management Plan.

Procedures for other organizations are outlined in individual agency disaster plans. Additional regional procedures are further identified in the response activity section of this document.

#### V. RESPONSIBILITIES

#### **Primary Agencies shall:**

- 1. Provide an assessment of damages and operational status of transportation facilities and structures to their zone on to the King County EOC.
- 2. Assist in making temporary emergency repairs, bypasses or alterations to provisionally restore transportation lifelines, facilities and structures.
- 3. Pre-determine and manage access to critical lifeline routes and communicate status to respective EOC then to the King County EOC.
- 4. Coordinate with local transit agencies regarding lifeline routes and maintaining those routes by conducting debris clearing.
- 5. Assist other first responders (fire, police, emergency medical services, public works) with barricades and contributing other traffic related supplies and expertise.
- 6. Assist the Joint Information Center (JIC) by providing transportation system status.
- 7. Return activities to normal levels as soon as possible following the emergency or disaster, unless involved with recovery activities.
- 8. Develop a disaster recovery plan that addresses the long-term restoration and continuity of transportation services and facilities following an emergency or disaster.

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A. Primary Agencies are responsible for ensuring that transportation functions and operations are protected and reconstituted as soon as possible following a disaster. Specific responsibilities are detailed below.

#### 1. Cities' Public Works / Departments of Transportation shall:

- a. Coordinate with neighboring jurisdictions in support of this ESF (i.e., reroutes, lifelines, restoration, etc.)
- b. Determine the usable portion of the city's transportation system and coordinate and control emergency traffic regulations in conjunction with appropriate law enforcement agencies.
- c. Communicate transportation status and needs to own jurisdictional EOC, which will in turn communicate on to their appropriate zone coordination point (Zone 1, 3, 4, 5).

#### 2. King County Department of Transportation (KCDOT) shall:

- a. Coordinate public information and provide public information officer(s) and support personnel to the JIC, as required.
- b. Operate a Transit emergency operation center to coordinate all transit emergency services and the rapid restoration of normal transit services.
- c. Provide Transit, Roads, and KC Airport representatives to the King County Emergency Operations Center (EOC). These representatives will coordinate KC DOT's emergency response and disseminate transit, roads, bridges, and KC Airport information for all public transportation services in King County.
- d. Assist other agencies with debris clearing as needed.
- e. Through Fleet Administration, provide vehicles, equipment, materials, supplies, and onsite vehicle repair necessary for the function of King County government and, as resources allow, for other affected jurisdictions and zones during an emergency.

#### 3. Washington State Department of Transportation (WSDOT) shall:

- a. Perform all duties necessary to protect state highways.
- b. Remove or take actions to reduce any hazards on the highways that tend to endanger the traveling public.
- c. Close or restrict any portion of a state highway whenever the condition of any state highway is such that for any reason its unrestricted use or continued use will greatly damage that state highway.
- d. Reconstruct, repair, and maintain state highways, bridges, and alternate routes. WSDOT is authorized to perform maintenance and construction work off the state highway right-of-way in close proximity to the highway to protect the facility and the traveling public. (RCW 47.32.130)
- e. Mobilize personnel and equipment required for emergency engineering services on state highways.

- f. Assist the Washington State Patrol by providing vehicle traffic control wherever possible or practical; providing access control; providing assistance in rerouting vehicle traffic around or away from the affected area; providing equipment and materials; and investigating injury reports and equipment loss.
- g. Provide assistance for hazardous materials incidents.
- h. Perform damage assessment, determine the usable portions of the state highway network, and provide cost estimates for state highway facilities.
- i. Provide communication for emergency response operations.
- j. Provide information on emergency response activities to the media and public, as well as participating with both State EOC and King County EOC Joint Information Centers (JIC).
- k. Provide ground transportation for state personnel.
- 1. Provide emergency transportation services as needed with WSDOT Ferries resources.

#### 4. Port of Seattle shall:

- a. Implement Sea-Tac Airport Emergency Plans to ensure that Sea-Tac Airport remains a regional air transportation hub.
- b. Implement Seaport Emergency Operations Plan to ensure the seaport remains a regional water-borne cargo hub.
- c. Coordinate service delivery as requested and as resources allow in the affected jurisdictions and zones.
- d. Communicate with appropriate representatives at the zone coordination centers to facilitate service delivery as appropriate.

#### 5. Sound Transit shall:

- a. Implement Sound Transit Emergency Plans to ensure that Regional Express Bus and Sounder commuter rail remain in service.
- b. Coordinate service delivery as requested and as resources allow in the affected jurisdictions and zones.
- c. Send appropriate representatives to the zone coordination centers to facilitate service delivery as appropriate.
- B. All Support Agencies shall provide support to primary agencies in order to rapidly reconstitute the transportation functions and operations in the King County region. Specific types of support are detailed below:

#### 1. Law Enforcement Agencies in King County shall:

- a. Assist in emergency traffic controls.
- b. Provide law enforcement resources to assist with special emergency or disaster requirements.
- c. Provide air and marine assets to support response and recovery efforts following a disaster or emergency.

d. Assist with maintaining traffic flow and enforcing transportation usage priorities.

#### 2. Washington State Patrol shall:

- a. Assist in emergency traffic controls.
- b. Provide law enforcement resources to assist with special emergency or disaster requirements.
- c. Provide air and marine assets to support response and recovery efforts following a emergency or disaster.
- d. Assist with maintaining traffic flow and enforcing transportation usage priorities.

#### 3. King County Public School Districts shall:

Provide support by coordinating school buses to assist in the movement of people in accordance with the jurisdiction's school response system.

#### 4. Municipal and Private Airports shall:

- a. Conduct temporary repairs to provisionally restore airport operations.
- b. Ensure priority air flights continue to operate, subject to safety procedures.
- c. Provide as needed, airport facilities and space for an emergency or disaster staging area.

#### 5. Public Transit Authorities shall:

- a. Coordinate and provide emergency bus transportation support and services with other public and private transportation providers and jurisdictions for the movement of people, equipment, and supplies in King County and other jurisdictions.
- b. Provide a detailed assessment of damages and the operational status of bus bases, transit facilities and equipment.
- c. Make temporary emergency repairs or alterations to provisionally restore bus bases, transit facilities and equipment.
- d. Provide resources for the temporary and permanent repair and restoration of bus bases, transit facilities and equipment.
- e. Provide personnel, communication assistance, buses, non-revenue vehicles and equipment to assist King County with emergency operations, in the response and recovery phases of a disaster.
- f. Coordinate public information and provide public information officer(s) and support personnel to the JIC, as required.
- g. Return transit services to normal levels as soon as possible following the emergency or disaster.

#### 6. Private Rail Carriers shall:

Provide support through available resources for transportation related missions in the King County region.

#### 7. Private Transportation Services shall:

Coordinate the use of available equipment and personnel resources to assist, as requested, with emergency or disaster requirements.

#### 8. Cities' & County Parks & Recreation Agencies shall:

Support this ESF by providing available resources in accordance with the jurisdiction's emergency response system.

#### 9. Private Businesses with Employee Transportation Programs shall:

Support this ESF through available resources.

#### 10. Federal Transportation Agencies shall:

Provide air and surface related support during an emergency or disaster.

#### VI. RESOURCE REQUIREMENTS

As stated.

#### VII. REFERENCES

#### Individual Agency & Organizational Plans

#### **King County Government**

King County Emergency Management Plan (EMP), January 1997.

King County Hazards Identification and Vulnerability Analysis (HIVA), September 1997.

K.C. Public Works Roads Maintenance, *Emergency Earthquake Response Plan* (Draft), April 12, 1995.

K.C. Department of Metropolitan Services, Transit Department, *Transit Disaster Plan*, December 1994.

Washington State Comprehensive Emergency Management Plan, January 2000

### EMERGENCY SUPPORT FUNCTION (ESF) 8 HEALTH AND MEDICAL SERVICES

**PRIMARY AGENCIES:** Public Health - Seattle and King County (PHSKC)

Harborview Medical Center (HMC)

**SUPPORT AGENCIES:** Airlift Northwest

Amateur Radio Medical Services Team (ARES)

Ambulance Companies (Private) American Red Cross (ARC)

King County Cities

King County Fire Departments and Fire Districts

King County Government King County Hospitals

King County Paramedic Provider Agencies Madigan Army Medical Center (MAMC) Military Assistance to Safety & Traffic (MAST)

Medical Exchange Northwest

Medical Examiner

Metropolitan Medical Strike Team

National Disaster Medical System (NDMS)

Private Healthcare Providers Puget Sound Blood Center (PSBC)

Washington State Critical Incident Stress Debriefing Network

Washington State Hospital Association (WSHA)
Washington State Department of Health (WSDOH)

#### I. INTRODUCTION

#### A. PURPOSE

- 1. To provide for the organization, mobilization, coordination and direction of emergency medical, emergency health and emergency medical examiner services and resources in a disaster.
- 2. To provide for the coordination of emergency hospital services
- 3. To provide for the care of the sick, injured and dead resulting from a disaster.
- 4. To facilitate the coordinated use of medical personnel and communications.
- 5. To provide for the coordination of crisis response and mental health services for persons who suffer from reactions to the disaster.
- 6. To provide for Critical Incident Stress Management (CISM) services for emergency service workers.
- 7. To provide for the systems and methods required to prevent or control disease.

#### B. SCOPE

- 1. Emergency medical, health, medical examiner and hospital services are provided to residents of King County primarily by Public Health Seattle and King County (otherwise referred to in this document as the Public Health), the 35 King County fire departments and fire protection districts, 5 paramedic provider groups, 3 private ambulance companies, 13 private hospitals and 2 public hospitals.
- 2. Public Health provides environmental health and personal health services, which emphasize **prevention** in order to attain a high quality of life for the population of King County. The Director of the Public Health, as Health Officer for King County, is responsible for organization, supervision and coordination of **emergency** health and mortuary service in King County and for providing assistance in the coordination of **emergency** mental health services. Health Services are available on a city, county and regional basis. Public Health consists of:
  - a. Office of the Director, including Epidemiology, Planning and Evaluation, Public Information and Education, and Risk Management;
  - b. Five divisions, including Administrative Services, Community Health Services, Prevention, Environmental Health, and Emergency Medical Services;
  - c. Correctional Health and Rehabilitative Services.

    The Director of the Public Health reports directly to the Mayor of Seattle and to the King County Executive. (PHSKC Organizational Chart, Appendix 1, page 23).
- 3. Mobile emergency medical aid is provided by King County fire service BLS units and five paramedic provider group ALS units through a tiered response system. This system calls for an immediate response by firefighter EMTs responding in fire service aid units to provide Basic Life Support services. The second response level consists of paramedics who provide Advanced Life Support services in cases where acute illness or severe injury requires medical stabilization at the scene prior to and during transport of the patient to the hospital.
- 4. Hospitals throughout King County provide 24-hour emergency outpatient services and specialized treatment. The varied emergency response capabilities of the hospitals are outlined in a facilities matrix maintained in medical and health resource manuals in the Seattle, King County and Public Health EOC's.
- 5. The greater Puget Sound area is supplied by major suppliers of pharmceuticals, medical supplies and linens, etc. More detailed information regarding communication, access and the capabilities of these suppliers is maintained in the resource manuals in the Seattle, King County and Public Health EOC's.

#### II. POLICIES

- A. The Director of Public Health, as County Health Officer, may implement quarantine policies and procedures when required due to incidents of mass communicable disease exposure.
- B. Internal policies for Public Health are maintained in the Basic Plan of the Public Health Emergency/Disaster Operations Plan. These include policies for reporting for work, public information policies, updating plan requirements, participation of employees in disaster drills and supply requirements for sites.

- C. All King County fire departments, districts and paramedic providers will respond as first response agencies for pre-hospital medical care. Private ambulance providers will also provide transportation and interfacility transports.
- D. Hospitals in City of Seattle shall forward requests for assistance to the Public Health EOC. Hospitals located in suburban cities within King County should forward requests for assistance to their local suburban city EOC. (Reference Zone Functional Responsibilities in the Basic Plan Appendix I: Direction & Coordination. See Appendix 3A, page 25).

#### **III.SITUATION**

#### A. Emergency Disaster Conditions and Hazards

- 1. The King County Hazard Identification and Vulnerability Analysis (HIVA), October, 1997, lists the following natural hazards as potential threats to the Puget Sound area: Avalanche, drought, earthquake, fire hazard, flood, landslide, severe local storm, tsunamis and volcanoes. In addition, technological hazards such as civil disorders, dam failures, energy shortages/utility outages, food/water supply contamination, hazardous materials release, radiation hazards, terrorism and transportation accidents may also occur.
- 2. Avalanche, earthquake, flood, winter storms and their resulting landslides, appear to pose the most serious threat to the health and safety of the population, with avalanche having killed more people than any other natural cause (HIVA, A-1). Severe winter storm is listed in the HIVA as the most common widespread natural hazard (HIVA, G-3). Earthquake poses the most serious threat for impacting thousands of people in a matter of minutes. The potential for large number of human casualties is greatest during the hours of heavy traffic and when large numbers of people are concentrated in schools and business areas (HIVA, C-4).
- 3. The most serious threat for technological hazards would appear to be from a hazardous materials release or terrorism. King County has one of the highest probabilities in Washington State for being the scene of a significant hazardous materials release (HIVA, N-1).

#### B. Planning Assumptions

- 1. In a large scale disaster or any situation where needs exceed ability to cope, any of the following may occur:
  - multiple physical casualties with a variety and range of urgency and disability;
  - physical facilities will be over taxed, over utilized, damaged or inaccessible;
  - health related supplies may be over utilized or unavailable;
  - infrastructure support for health facilities may be interrupted so that water, power, gas, food supplies, etc. may be impaired;
  - personnel to provide medical care may be limited due to injury, personal concerns/needs or limited access to facilities where they work;
  - access of casualties to assessment, transport and treatment facilities may be limited.
- 2. Planning should be directed toward such naturally occurring and man made disasters including, but not limited to, earthquake, snowstorm, windstorm, aircraft crash, volcanic eruption, train derailment, dam failure, terrorist attack and hazardous chemical incidents.

- 3. Hospitals and other medical facilities will be taxed to their maximum capacity and ability to receive patients. ESF 8 Coordinators may need to coordinate the us of other facilities such as shelters, college dormitories, etc., as temporary treatement centers. Public Health does not maintain sufficient medical supplies, pharmaceuticals, or emergency care medical staff to supply a temporary treatment center. Staffing and supply of temporary treatment facilities will be consistent with the ability to mobilize and transport staff and supplies from other medical facilities, temporary employment agencies, or private medical suppliers, and may take up to 72 hours.
- 4. Public Health does not supply medical equipment, pharmaceuticals or linens to hospitals on a daily basis. Hospitals, nursing homes and other critical care in-patient facilities will rely on existing emergency service contracts with medical supply and pharmaceutical vendors to the maximum extent possible.
- 5. Hospitals, nursing homes and other critical care in-patient facilities will maintain back up supplies stored on site, (including food, water and basic medical supplies) to maintain operations for a minimum of three days.
- 6. Public Health operates 11 Public Health Centers in King County. Under normal conditions, some of these centers are staffed with physicians and public health nurses, however, staff at Public Health centers are not trained in triage of patients with serious injuries in a disaster setting. Care, which will be provided to the public at these sites, will be consistent with the skills and abilities of public health providers. Locations, typical hours of business, emergency staffing capabilities, etc. are listed in the Public Health Emergency Operations Plan.
- 7. Public Health Centers in King County maintain a 72-hour supply of food, water and medical supplies for Public Health staff and clients who may be in the building at the time of the emergency. Some, but <u>not all</u>, Public Health Centers maintain medical supplies for the treatment of <u>minor</u> injuries for citizens who may seek medical aid at these sites. Public Health Centers <u>do not</u> maintain food or water supplies to meet basic shelter needs of the public after the emergency. Citizens who report to Public Health Centers for *shelter only* will be referred to designated shelter locations as identified from ESF-6 contained in the Seattle and King County Emergency Management Plans.
- 8. During the first 72 hours after the disaster, the public should not anticipate routine emergency medical services from the various pre-hospital providers by calling 911.
- 9. The public should not anticipate routine public health services, such as immunizations, special nutritional programs for children, or public health nursing services, routine dental care for at least the first 72 hours after the disaster.
- 10. Publicly supported emergency medical, health and medical examiner services will be restored to normal during the recovery period as soon as practical and within the limitations and capabilities allowed by city government following the emergency.

#### IV. CONCEPT OF OPERATIONS

#### A. General

1. Emergency medical, health, mortuary and hospital services are provided to residents of King County primarily by Public Health (Seattle and King County), 35 fire departments and fire districts and 13 private and two public hospitals (Seattle and King County).

- Additional medical, health and mortuary services are provided by numerous private medical service providers as outlined in this document.
- 2. Non-city or county government, private or non-profit organizations will be requested to support the regional medical, health and mortuary services, and hospitals by providing emergency services consistent with their capabilities.
- B. Organization The relationships between the Primary and Support Functions are identified in the flow chart in Appendix 2, Page 24.

#### C. Procedures

- 1. Emergency operating procedures for Public Health are maintained in the Public Health Emergency/Disaster Operations Plan.
- 2. Procedures for fire and medical services are identified in:
  - a. Internal procedures for each city and fire district;
  - b. ESF-4, Fire, Rescue and EMS, Seattle Disaster Readiness and Response Plan;
  - c. King County fire service plans internal procedures;
  - d. King County ESF 4, Fire Services.
  - e. King County Multiple Casualty Incident Operations, King County Fire Resource Plan.
- 3. Procedures for other organizations are outlined in individual agency disaster plans.
- 4. Additional regional procedures are further identified in the response activity section of this document.

#### D. Response Activities

- 1. The lowest, local unit that experiences any or all of the conditions in II B, Assumptions, may activate the procedures in this plan.
- 2. Public Health representatives will respond, as directed, to the Seattle, King County or Public Health EOC's, or secondary field locations, as directed in the Public Health Emergency/Disaster Operations Plan. Specific mobilization procedures and Chain of Command lists (three deep for each position) are updated quarterly. Seattle and King County EOC operations are managed in accordance with procedures identified the city and county emergency operations plans, respectively.
- 3. The Public Health EOC is located at the Downtown Public Health Center, 2124 4th Ave., Seattle. Detailed information on alternate locations, building access, communications and staffing information is contained in the Public Health Emergency/Disaster Operations Plan. All Public Health operations will be managed from the Public Health EOC under the direction of an Incident Commander appointed by the Public Health Director, or designee. A Public Health Duty Officer is on duty on a 24-hour basis to respond to requests for assistance from the Public Health. The Health Duty Officer can be paged by calling the Public Health EOC at 206-296-4606. When the Health EOC is not activated, a recorded message will provide the caller with a 24 hour pager number for the Health Duty Officer. The operational readiness of the Public Health EOC is the responsibility of theClinic Manager, Downtown Public Health Center.
- 4. Emergency health, environmental health and medical examiner services:
  - a. Emergency health, emergency environmental health and medical examiner services will be directed and controlled by Public Health officials and private health and mortuary providers pursuant to the responsibilities section of this ESF.

#### 5. Emergency Medical Services:

- a. Emergency medical services will be directed and coordinated by all King County fire departments, fire districts and paramedic providers.
- b. All King County fire department units will respond and establish field command posts (CP) as necessary.
- c. All King County fire department aid units and paramedic provider medic units will respond to establish field triage areas, direct triage and treatment operations and initiate communications with "Hospital Control" (Harborview Hospital or designated alternate, Overlake Hospital).
- d. Triage will be provided at each multiple casualty site.
- e. Transportation for the injured will be coordinated by all King County fire departments with assistance from private ambulance companies.
- f. Assignment of patients to hospitals or temporary treatment facilities will be coordinated by "Hospital Control."

#### 6. Emergency Hospital Services:

- a. Medical care for the injured will be provided primarily at local hospitals or when necessary at temporary treatment facilities. Direction and control of emergency operations at hospital facilities will be the responsibility of the facility managers and staff.
- b. Hospital administrators will develop policy and procedures for activation of hospital internal disaster plans to ensure adequate staffing and bed capacity to maintain hospital operations at maximum levels possible.
- c. Harborview Medical Center is designated as the primary Regional Hospital Control, with Overlake Hospital designated as the back-up hospital. Hospital Control will function in the following events:
  - 1) Multiple Casualty Incident (bed census will drive decisions for patient distribution).
  - 2) System wide emergency that impacts or overloads hospitals (bed capacity or hospital status status status function, staffing or equipment levels, etc.) must also be considered.)
- d. Hospital Control will coordinate the distribution of patients to hospitals or temporary treatment and medical facilities upon request from the field Incident Commander.
- e. Alternate facilities will be used as temporary treatment centers for minor ambulatory injuries as directed by Public Health.
- f. King County and regional partners will provide direct assistance to hospitals during an emergency with personnel, transportation, supplies, equipment and emergency maintenance of hospital physical plant when meeting these needs is beyond the capability of the hospital and within the capabilities of local governments.

#### 7. Emergency Mental Health Services:

- a. Public Health will support King County Department of Community and Human Services, Mental Health Division and American Red Cross, to provide crisis response and mental health services for persons who suffer from reactions to the disaster.
  - 1) The Mental Health Division will provide mental health crisis response and involuntary detention services and outpatient mental health services for persons who suffer from reactions to the disaster.

- 2) The American Red Cross (ARC) will provide Disaster Mental Health Services to citizens as outlined in ARC Disaster Services Regulations and Procedures, as volunteer staffing allows. (Reference Section, page 20.)
- b. The Emergency Medical Services Division of Public Health will coordinate with the Washington Critical Incident Stress Management (CISM) Net to provide Critical Incident Stress Management services for emergency service workers after the disaster. (See Appendix 6, Page 34.)
- 8. Emergency Communications
  - a. 800 MHz Radio/Primary
    - 1) The Seattle/King County Region has adopted an EMS Pre-Hospital and Hospital Disaster Communications Plan (see Reference Section, page 20.) Three basic EMS and Hospital communications strategies are addressed in this plan:
      - a) Communications strategies for public Basic (BLS) and Advanced (ALS) Life Support units to communicate with their Medical Control hospital, and other hospitals, pre-transport.
      - b) Communications strategies for hospitals to communicate with each other and appropriate EOC's during major emergencies and disaster situations.
      - c) Communications strategies for Airlift Northwest helicopters to communicate with their Medical Control, other hospitals and ground -contact personnel.
    - 2) 800 MHz radio provides the communication network between the hospital designated as "Hospital Control" and all other hospitals in Seattle, King County and control hospitals in Pierce and Snohomish Counties.
    - 3) Each participating hospital has a talkgroup, which allows them to monitor any incoming transmissions to their facility from field EMS units. Hospital radios will also have access to other participating hospital talkgroups.
    - 4) Aid and medic units use approved 800 MHz channels for communicating with Hospital Control or local base hospitals to receive medical direction from physicians or to relay patient medical information and arrival time. Seattle and King County fire department aid units and paramedic units also use the 800 MHz channels frequency during a multiple casualty incident to communicate with "hospital- control" from the incident site. The following agencies or locations also have 800 MHz radio capabilities:
      - a) Harborview Medical Center;
      - b) Overlake Hospital Medical Center;
      - c) All but one hospital within Seattle and King County;
      - d) Seattle EOC;
      - e) King County EOC;
      - f) Public Health EOC;

Talkgroups for 800 MHz radios for Public Health and hospitals are listed in Appendix 7.

- b. HEAR Radio
  - 1) Hospital Emergency Administrative Radio (HEAR) will still be used by Harborview for contacting any hospital that does not have an 800 Mhz Radio. Information transmitted over this frequency will be limited to the following:
    - a) Activation of the 'All Call Alert' to notify hospitals of the incident;

- b) Return exchange of hospital patient capabilities from hospitals to 'Hospital Control.'
- 2) Although the HEAR Frequency is located in most private ambulance vehicles in the region, personnel in vehicles transporting patients will not use the HEAR frequency to relay patient medical information or arrival time to receiving hospitals if Hospital Control has activated the 'All Call Alert'. Agencies which have the HEAR radio at their facilitie(s) include:
  - a) King County EOC
  - b) Seattle EOC
  - c) All hospitals
  - 3) Public Health Seattle and King County does NOT have the HEAR radio at the Health EOC.
- c. Amateur Radio Medical Services Team (A.R.E.S.) operators, are used to supply alternate and/or supplementary communication channels to agencies in Seattle and King County. The following agencies are equipped with Amateur Radio capability:
  - 1) Seattle Emergency Operations Center;
  - 2) King County Emergency Operations Center;
  - 3) Public Health Emergency Operations Center;
  - 4) Harborview Medical Center
  - 5) Puget Sound Blood Center

A number of hospitals, health care agencies and vendors in the region also have amateur radio capability (not listed in this ESF 8 due to change). Using mobile or hand-held radios, amateur radio operators connect the hospitals and other health care facilities and agencies with Emergency Operating Centers, using a dedicated radio network, for the purpose of supplying back-up medically-related communications. (See Appendix 8 for activation of the ARES Medical Services Teasms.)

- d. Public Health has a Public Health Amateur Radio (PHAR) Team. These team members carry handheld amateur radios and may be utilized to support the Public Health EOC or may be dispatched by Public Health to other sites within Seattle and King County, as needed.
- e. King County Radio Emergency Associated Communications Teams (REACT) Citizen Band Radio operators provide the communications between 'mobile units (vehicles and boats) and the Washington State Patrol and A.R.E.S. Operators. REACT can be accessed on Citizen Band Channel 9 on a 24-hour-a-day basis.
- f. The Airlift Northwest Dispatch Center is located at King County Airport (Boeing Field) and may be contacted as follows:
  - National Watts Line 1-800-426-2430
  - Landline 206-329-2569
  - Radio

VHF - 155.295 PL tone 192.8 (Primary)

MED COM 1 (Helicopter communication to Trauma Dr.)

- 9. Activation of National Disaster Medical System (NDMS)
  - a. **Domestic Disasters within the Puget Sound Area:** In the event of a disaster exceeding local capabilities, including provision of support from local military assets, the Governor (using the State's Emergency Management Division) may request

through FEMA that NDMS be activated. Requests may also be made for Federal Disaster Medical Assistance (DMAT teams) to be sent into the Puget Sound Area and/or that patients be evacuated to other NDMS regions. Madigan NDMS FCC will not be activated under these circumstances. Requests from local jurisdictions should be forwarded to the state via the King County and Seattle Emergency Operations Centers.

b. Domestic Disasters external to Puget Sound Area: The governor or appropriate agency of the affected state requests activation of NDMS, usually through FEMA. The MAMC FCC is alerted through its military chain of command to implement the NDMS.

#### V. RESPONSIBILITIES

#### A. REGIONAL

- 1. Regional/Primary Agencies
  - a. Public Health Seattle and King County
    - 1) The Director of Public Health, or designated alternate, shall:

#### Response and Recovery Phase:

- a) Designate the Public Health COO as ESF 8 Group Coordinator to supervise and manage the activities ESF 8 in the Seattle EOC. Keep EOC Director posted on all significant actions planned and actions taken.
- b) Be responsible for organization, supervision and coordination of Public Health personnel during a major emergency. Specific responsibilities and emergency task checklist for the Public Health Director and all Division Managers are maintained in the Public Health Emergency/Disaster Operations Plan.
- c) Provide epidemiological surveillance, case investigation, and follow-up to control infectious disease, including acts of bioterrorism, and food borne illness outbreaks. A quarantine may be called by the County Health Officer, per RCW 70.05.070, Local Health Officer, Powers and Duties.

#### 2) Chief, Environmental Health Services shall:

#### Response and Recovery Phase:

- a) Provide for the monitoring and evaluation of environmental hazards, as necessary.
- b) Coordinate with regional public utilities and water utilities to assess damage to the water source, supply, and water treatment and distribution systems. Inform the public utilities of locations needing priority water service restoration.
- c) Coordinate with the American Red Cross representatives in the Seattle and King County EOCs to assist with environmental health provisions at temporary shelters and disaster assistance distribution centers.
- d) Coordinate with the Seattle and King County EOC's to identify:
  - Hospitals and temporary treatment centers in need of containerized potable water, sanitation facilities and power generation;
  - Hospitals in need of temporary water treatment equipment.
  - Other sites such as temporary shelters and disaster assistance distribution centers in need of containerized potable water, sanitation facilities and power generation.

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- e) Coordinate citywide and countywide surveillance to determine:
  - Sewage disposal system failures;
  - Health risks due to environmental factors;
  - Natural gas leaks;
  - Extent of food contamination and spoilage; and
  - Inspection of food service establishments and provision of public information on food safety.
- f) Provide advice for utility plan development regarding storage, treatment and disposal of disaster related solid wastes.
- g) Coordinate the inspection of schools and temporary emergency shelters.
- h) Assist in notification of appropriate agencies regarding potential areas of toxic chemical contamination and assist in providing public notification and evaluation of clean up and disposal services.

#### 3) Community Health Services Division Manager shall:

#### Response and Recovery Phase:

- a) Ensure that Public Health Centers are stocked with adequate supplies of first aid supplies, disaster kits and food for staff and clients.
- b) Coordinate with Prevention Division to assist in immunization programs for persons in high disease risk categories and for homeless population.
- c) Provide primary care response to local communities, in designated clinics.
- d) Coordinate triage of patients who may be transported or come voluntarily to Health Service Centers; provide first aid care and treatment of minor injuries and emergent health care, as possible with available resources.
- e) Transportation of Public Health staff, if requested.

#### 4) Administrative Services Division Manager shall:

#### Response and Recovery Phase:

- a) Provide support functions necessary to control department assets.
- b) Coordinate and provide department services including personnel, payroll, facilities data processing, laboratory support and documentation of emergency operations costs during the emergency period.
- c) Provide personnel and facilities to support emergency programs.
- d) Coordinate with the King County Purchasing Department for the procurement of medical supplies and equipment, during proclaimed emergencies.
- e) Provide for the collection and documentation of emergency operations costs for Public Health activities during the emergency period including cost of department assets used, emergency payroll expenditures and emergency supplies and equipment purchased.
- f) Coordinate the distribution of available supplies and pharmaceuticals from the department distribution center and pharmacy.

#### 5) Prevention Division Manager and Chief Medical Examiner shall:

#### Response and Recovery Phase:

- a) Coordinate mass immunization programs for persons in high disease risk exposure categories;
- b) Coordinate operations for general or mass emergency immunizations or quarantine procedures;

- c) Maintain vital statistics including birth and death certificates:
- d) Coordinate and provide laboratory services for identification required to support emergency health and emergency medical services;
- e) Investigate and determine the cause of sudden, unexpected, violent, and non-natural deaths;
- f) Provide emergency information to the news media, via the Joint Information Center (JIC) on mass deaths, body identification, and morgue operations;
- g) Coordinate morgue services including body identification and disposition of unclaimed bodies. Maintain a record of information on all unexpected and violent deaths resulting from the disaster.
- h) Coordinate the Public Health response to an incident of Bioterrorism. (See Appendix 9, page 37 & 38.)

#### 6) Emergency Medical Services Division Manager shall:

- a) Administer and coordinate advanced life support units in South King County.
- b) Coordinate with the WSHA hospital representative at Health EOC and Seattle and King County EOC's to provide assistance to hospitals, including requests for support personnel, equipment and supplies, in the event hospitals can no longer manage the situation with in-house resources.
- c) Coordinate with the Fire Services Functional Group at King County EOC to assist King County fire departments/districts and paramedic providers with personnel and supply needs.

#### 7) Correctional Health and Rehabilitative Services shall:

#### Response and Recovery Phase:

- a) Provide adequate staffing and facilities to support emergency programs and inpatient populations in the North Rehabilitation Facilities (NRF).
- b) Provide counseling staff, as available, to assist with the mental health services.
- c) Maintain emergency health services at the King County Jail and Regional Criminal Justice Center.

#### 2. Regional/Support Agencies

#### a. Airlift Northwest

1) Airlift Northwest provides rapid emergency and inter-hospital air transport service to critically ill or injured patients throughout Washington, Alaska, Montana, Idaho and Western Canada. Airlift Northwest has 4 helicopters; one each stationed in King, Pierce, Snohomish, and Whatcom counties. In addition, Airlift Northwest maintains 4 fixed wing jet aircraft, 2 stationed at King County Airport (Boeing Field), one in Alaska and one in Wenatchee, Washington.

#### b. Amateur Radio Medical Services Team (ARES)

- 1) Participate in ESF 8 planning and preparedness activities, as needed.
- 2) The Medical Services Team is a special auxiliary communications service team affiliated with the Western Washington section of the Amateur Radio Emergency Service. The role of this team is to provide vital back up communications between medical facilities in the community, local governments and other emergency management agencies during disaster situations, when normal communications are inoperable or disrupted. (See Appendix 8, page 36, for activation procedures.)

#### c. Ambulance Companies (Private)

Private ambulance organizations will respond ambulance units to provide transportation, as requested and available.

- 1) Ambulance units will be requested by the Incident Commander at the scene.
- 2) Ambulance operators shall:
  - a) If arriving at an incident requiring field medical aid prior to the arrival of fire or police department units, notify the primary Communications Center via their own dispatcher.
  - b) If requested at the disaster scene, report to the ambulance staging area.
  - c) Report to the Base Area Manager or the Transportation Officer upon arrival at the scene of an incident already under fire department command.
  - d) Deliver patients to hospital or temporary treatment facilities as directed by the Transportation Officer.
- d. The Seattle-King County Chapter, American Red Cross (ARC) will provide assistance as provided by Federal Statute (authority provided by Public Law) including:
  - 1) Participate in ESF 8 planning and preparedness activities, as needed.
  - 2) Assist King County and City of Seattle in disseminating official warnings, when feasible.
  - 3) Assist in coordination of volunteer agencies relief efforts.
  - 4) In accordance with Seattle Annex J and King County ESF 11, and in cooperation with the Human Services Functional Groups, provide food and drinking water to support emergency workers at temporary treatment centers and incident sites, as needed.
  - 5) Provide emergency first aid and Disaster Nursing Services, as their training and skills allow.
  - 6) If requested by Puget Sound Blood Center, provide blood and blood products to PSBC for distribution via ARC Blood Services.
  - 7) Assist with emergency medical needs at temporary treatment centers, as requested.
  - 8) Provide Critical Incident Stress Debriefing Management to citizens impacted by the disaster, as volunteer staffing allows.

#### e. Hospitals

- 1) **Hospital Control** (Harborview Medical Center or Overlake Hospital Medical Center), upon notification of a multiple casualty incident or other system wide emergency, shall:
  - a) Activate the "All Call Alert" to notify all hospitals of the incident.
  - b) Notify the Public Health Duty-Officer by pager of the incident (contact the Health EOC at 206-296-4606 to obtain pager #). Provide the following information:
    - Nature of the emergency or problem;
    - Projected number of patients, if known;
    - Hospital Control status or needs.
  - c) Update the Puget Sound Hospital Capacity Website for your facility (http://capacity.medical.washington.edu) daily, and regularly every four hours during an event, more frequently if possible.

- d) If the Hospital Capacity Website is inoperable, activate the Triage Census board, requesting: 1) ability to accept patients; 2) bed capacity; 3) hospital(s) status (i.e., staffing, equipment and facilities); 4) hospital internal disaster plan activation status. Provide completed Hospital Capacity Report (Appendix 3B) form to the following by 1) FAX; 2) by 800 MHz Radio; or 3) Amateur Radio (only if FAX is not operational) to:
  - Public Health EOC (FAX 206-296-0184) (DPH COMMON)
  - ♦ Overlake Hospital (Emergency Dept. FAX 425-688-5667)
  - ◆ Providence/Everett (Emergency Dept. FAX 425-261-3030)
  - ◆ Good Samaritan Hospital, Pierce Co. Hospital Control (FAX 253-770-5990)
- e) Communicate with the Transportation Team Leader on distribution of patients to appropriate critical care facilities.
- f) Advise Transportation Team Leader of hospital facilities to which patients should be sent.
- g) Notify hospitals of patients being sent to them.
- h) Fax Damage Assessment Form (Appendix 3C, page 27) for your hospital (Harborview or Overlake) to the Public Health EOC (206-296-0184), within four hours after the event, or as soon as possible. If fax is not available Damage Assessments should be communicated via 800 MHz or Amateur Radio.
- Maintain 24-hour communications capability between physicians and Transportation Team Leader. Communications capability should include HEAR Radio, 800 MHz Radio and Amateur Radio.
- 2) All King County Hospitals shall:
  - a) Update the Puget Sound Hospital Capacity Website for your facility daily and regularly every four hours during an event, or more frequently if possible.
  - b) Provide adequate planning for maintaining emergency capabilities under disaster conditions or other episodes of utility service interruption, to include:
    - Back up power, sanitation and potable water provisions.
    - In-house capability or emergency service contracts for utility systems repair, damage stabilization, and water/debris removal.
  - c) Maintain communications with 'Hospital Control' and provide information upon request.
  - d) Update the Hospital Capacity Website.
  - e) Fax Hospital Damage Assessment form, within 4 hours of event, to:
    Seattle Hospitals Fax to Public Health EOC (FAX 206-296-0184).
    King County Hospitals Fax to your suburban city EOC and to King County EOC. If fax is not available, damage assessment should be communicated via 800 MHz or Amateur Radio.
    - Fax updated Damage Assessment Form, as requested, or as damage assessment changes. (See Appendix 3C, page 27.)

- f) Receive any injured person without regard to ability of person to pay for services. Maintain cost records. Submit claims for reimbursement for any costs for "qualified" expenses resulting from a presidential declared disaster or where grants specific to the event have been committed.
- g) Triage patients received and upon direction of Hospital Control, direct ambulatory injured to alternate health care facilities.
- h) Provide adequate planning for obtaining emergency medical supplies, pharmaceuticals and linens under disaster conditions, to include:
  - In-house capability by maintaining back up supplies stored on site; or
  - Emergency service contracts with medical supply and pharmaceutical vendors.
- i) When in house sources and private vendor sources of supply are exhausted, forward resource requests to the Public Health Emergency Operations Center OR local suburban city Emergency Operations Center for the following: (Appendix 3A, page 24).
  - Emergency supplies and equipment;
  - Support personnel;
  - Blood supplies;
  - Vehicles to transport patients to other hospitals or medical facilities;
  - Emergency repairs to physical plant that cannot be accomplished in-house or with accustomed service.

NOTE: Hospitals in City of Seattle should forward above requests to the Public Health EOC. Hospitals in suburban cities within King County should forward above requests to their local suburban city EOC. (See Section II, Policies.)

- j) Provide personnel and equipment for dispatch to disaster scenes, upon direction of "Hospital Control" or authorities from the EOC.
- k) Provide patient information to Medical Exchange Northwest for the purpose of patient/family matching. The non-published phone number for hospitals to call is 206-230-7900. The information provided should include the hospital name, patient name (first, last and middle initial), patient race/color, patient sex, patient age, patient condition (satisfactory, serious, critical, treated and released or no report).
- f. **King County Department of Community and Human Services**, Mental Health Division, shall:
  - 1) Participate in ESF 8 planning and preparedness activities, as needed.
  - 2) Provide crisis response, mental health services, involuntary detention services and outpatient services for persons who suffer from reactions to the disaster, as staffing allows.
  - 3) Coordinate with contracting mental health provider agencies to provide support for delivery of mental health services during a disaster.
- g. Medical Exchange Northwest shall:
  - 1) Participate in ESF 8 and WSHA Emergency Preparedness Committee planning and preparedness activities, as needed.

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- 2) Coordinate family welfare inquiries of hospitalized disaster victims with the In-Patient Welfare Inquiry Line and Victim /Family Matching Program for area hospitals and the community in Seattle and King County.
- 3) Coordinate with the American Red Cross to perform ARC Disaster Welfare Inquiry function.
- 4) Provide the local media with the Human Link (Patient Welfare Inquiry Line) phone number (888-488-9111). This number is to be published by the media after a multiple casualty incident.

#### h. Metropolitan Medical Strike Team

(In Development)

#### i. Puget Sound Blood Center shall:

- 1) Participate in ESF 8 planning and preparedness activities, as needed.
- 2) Provide adequate planning for maintaining emergency capabilities under disaster conditions or other episodes of utility service interruption, to include:
  - a) Back up power, sanitation and potable water provisions.
  - b) In-house capability or emergency service contracts for utility systems repair, damage stabilization, and water/debris removal.
- 3) Provide adequate planning for capabilities at Blood Center facilities including emergency power, supplies, and staffing levels.
- 4) Accept for processing properly identified requests for blood.
- 5) Process, type and crossmatch blood samples.
- 6) Provide for the return delivery of blood to the requesting agency.
- 7) Coordinate blood donations from volunteers.
- 7) Assure adequate blood supply to meet demand and coordinate acquisition of additional resources, if necessary.

#### j. King County Department of Transportation, Metro Transit Division, shall:

- 1) Provide coach transportation for minor ambulatory injured and patients being transferred between hospitals.
- 2) Provide transportation for medical personnel, supplies and equipment to locations as needed.
- 3) Provide radio equipped transit coaches for emergency communication capability to these facilities, as directed. (Additional information regarding coordination of transportation may be found in Seattle, Annex N, Transportation and King County ESF 1, Transportation.)

#### a. Washington State CISM Net

- 1) Participate in ESF 8 planning and preparedness activities, as needed.
- 2) Maintain a CISM team statewide mobilization plan including Zone Coordinators and call out procedures.
- 3) Provide educational opportunities and training to CISM teams in the State of Washington. (See Appendix 6, Page 33.)

#### a. Washington State Hospital Association

- 1) Coordinate and staff activities of the WSHA Emergency Preparedness Committee.
- 2) Participate in ESF 8 planning and preparedness activities, as needed.
- 3) Provide staff to respond to the Public Health EOC to assist with coordination of emergency hospital activities.

- a) Annually provide emergency roster with contact numbers of WSHA staff to Public Health;
- b) Annually maintain updated hospital resource matrix information and provide to Public Health.
- 4) Plan for and participate in City, County and Public Health exercises, as requested.

#### b. Washington State Department of Health

- 1) Department of Health (WDOH) will provide assistance, support and coordination of the following emergency functions, as detailed in Annex 6 Emergency Functions, WDOH Emergency Management Plan:
  - a) Animal Services; b) Veterinary Services; c) Vector Control; d) Communicable Diseases; e) Drinking Water; f) Emergency Medical Services; g) Food Safety; h) Housing; i) Mass Care and Shelter; j) Protective Actions (Contamination of food, water, drugs, etc.); k) Radiation; l) Wastewater and Solid Waste.

#### n. Federal Government

#### 1) National Disaster Medical System (NDMS)

- a) NDMS is a federally coordinated initiative to augment the nations emergency response capability. The overall purpose of NDMS is to establish a single medical response capability for assisting state and local authorities in dealing with the medical and health effects of major peacetime disasters and to provide support to the Department of Defense (DOD) and Department of Veterans Administration (DVA) in caring for casualties evacuated back to the continental United States from overseas conflicts.
- b) NDMS depends on existing resources that remain under the control of the participating, volunteer civilian hospitals and governmental agencies. DVA and DOD hospitals will serve as backup facilities for casualties. Madigan Army Medical Center (MAMC) is the designated NDMS Federal Coordinating Center (FCC) for the Puget Sound Area, in coordination with other Federal Authorities.

#### 2) Military Assistance to Safety and Traffic (MAST) Helicopter

a) MAST military helicopters stationed at Fort Lewis may be requested for air medical transportation, including life-threatened accident victims, accident victims in remote sites, hospital transfers of serious patients, or transfers of blood or vital organs.

#### **B.** Local Governments

- 1. Cities/Support Agencies
  - a. Fire Departments shall:

#### Response and Recovery Phase:

- 1) Provide emergency rescue and medical units. Provide personnel to administer rescue procedures and medical aid at the disaster scene.
- 2) Establish a field command post and provide an Incident Commander.
- 3) Coordinate with the Public Utilities/Works to assist with system flows to hospitals.

#### 2. Cities/Support Agencies

#### a. The Finance, Fleets, Facilities, Personnel, and Administration, shall:

#### Mitigation and Preparedness Phase:

- 1) Maintain updated emergency access information for private suppliers of sanitation facilities (port-a-potties).
- 2) Maintain updated emergency access information for private sector, public sector, and military suppliers of containerized potable water, potable water tankers, and mobile water treatment resources.

#### Response and Recovery Phase:

- 1) Act on requests from the ESF 8 Coodinator, to procure medical supplies, equipment or pharmaceuticals to assist hospital operations, consistent with ESD capabilities. Refer to ESF 7, Logistical Services.
- 2) Provide personnel, as feasible, in accordance with ESF 7, Logistical Services to assist in health and medical services, as requested.

#### b. The Regional Utilities shall:

#### Response and Recovery Phase:

1) Provide assistance in obtaining necessary emergency power, as required.

#### c. Emergency Management shall:

#### Response and Recovery Phase:

1) At the direction of the Mayor or Council, coordinate state and federal disaster assistance, to meet medical needs in the city's jurisdiction. King County, State of Washington, and Federal Agencies may provide assistance.

#### d. Parks and Recreation shall:

- 1) Make available and operate parks facilities and equipment to be used as temporary treatment facilities for minor injured patients, as requested by the Public Health and as not otherwise occupied as shelters.
- 2) Parks and Recreation staff will not be expected to provide medical care above and beyond their level of training, which may be limited in most cases to the provision of first aid. (Reference King County ESF 6, Mass Care)

#### f. Police Department shall:

#### Response and Recovery Phase:

- Provide the field commander, if required by existing conditions.
   NOTE: Field command may restrict medical personnel from entering the area of involvement whereupon casualties will be brought to peripheral triage area for medical aid.
- 2) Provide crowd control and law enforcement.
- 3) Provide emergency traffic routing information and establish a traffic control plan at the disaster scene.
- 4) Provide transportation assistance to the disaster scene for hospital disaster team physicians at the request of Hospital Control (Harborview Hospital).
- 5) Provide for the security of water distribution system facilities serving the city.

#### g. Public Works, shall:

#### Response and Recovery Phase:

1) Assess and isolate water system damage to maintain a water supply for fire control, while minimizing the size of service outages.

- 2) Isolate water system damage to prevent major property damage or secondary damage to key emergency facilities, roadways and adjacent utilities.
- 3) Investigate possible contamination of the water system and mitigate the effects or eliminate the sources of contamination. Coordinate with the WA State DOH or PHSKC on health related issues.
- 4) Repair water system damage and restore normal or reduced levels of service to:
  - a) Secure the sources of supply and the transmission lines.
  - b) Provide available water to areas most in need of fire protection.
  - c) Coordinate with fire department resources and fire service water tenders to access local fill sites.
  - d) Direct food grade water haulers/bottlers to available potable water fill sites.
  - e) Restore treated water service to hospitals and other critical need users.
  - f) Provide available water to locations/facilities designated by the Public Health Seattle and King County as priority sites.
  - g) Restore water treatment facilities to provide potable water for all activated portions of the distribution system.
  - h) Restore potable water service to all areas served.
- 5) Make Water Department resources, not committed to water system emergency operations, available to support public safety missions.
- 6) Identify points in the water distribution system where fire service resources can be safely applied to reduce large voids in hydrant coverage and to restore domestic flows to critical need facilities.

#### C. KING COUNTY

- 1. King County/Support Agencies
  - a. King County Fire Departments and Fire Districts
    - 1) Respond with emergency rescue and BLS aid units.
    - 2) Provide personnel to administer rescue procedures and medical aid at the disaster scene.
    - 3) Establish a field command post and provide an Incident Commander. Incident Commander will use normal fire rescue procedures as specified in ESF 4.
    - 4) Coordinate disaster scene operations per the MCI procedures established in the King County Fire Resource Plan (Revised 2001).

#### b. King County Paramedic Provider Agencies

- 1) Respond with ALS units.
- 2) Provide personnel to administer advanced life support services at the disaster scene.
- 3) Provide a Medical Commander, Triage and Treatment Officer per the request of the Fire Department Incident Commander.
- 4) Perform disaster scene operations per the MCI procedures established in the King County Fire Resource Plan (Revised 2001).

#### 2. King County/Support Agencies

#### a. King County Department of Adult and Juvenile Detention:

- 1) Provide an Incident Commander at the scene of a disaster or other major emergencies within the King County Correctional Facility (Seattle) or in Regional Justice Center Detention Facility (Kent). The Incident Commander may restrict medical or support personnel from entering the area of involvement, whereupon casualties will be brought to peripheral triage areas for medical aid.
- 2) Provide an emergency response, disturbance control and law enforcement in the facility.
- 3) May request additional assistance from other law enforcement agencies.

#### b. King County Department of Executive Services, Finance Division:

- 1) Provide for the necessary procurement of medical and health supplies to assist in emergency medical, hospital and health services.
- 2) Ensure the flow through of FMA paperwork during recovery.

#### c. King County Department of Natural Resource

- 1) Maintain updated emergency access information for private suppliers of sanitation facilities.
- 2) Assist water districts and purveyors in repair of damage to water supply and distribution systems so as to assure continuing supply of treated water to hospitals, and temporary treatment facilities, as a matter of priority.

#### d. King County Office of Emergency Management:

- 1) Coordinate for temporary supplies of potable water to locations, facilities designated by the Public Health Seattle and King County as priority;
- 2) Coordinate the supply and pumping of emergency sanitation facilities (Sanicans) with private suppliers.

#### e. King County Department of Natural Resources and Parks:

1) Make available and operate parks facilities and equipment to be used as temporary treatment facilities for minor injured patients, as requested by the Public Health. (Reference King County ESF 6, Mass Care)

#### f. King County Sheriff's Office:

- 1) Provide field commander at the scene of a civil disturbance, if required by existing conditions. Field command may restrict medical personnel from entering the area of involvement, whereupon casualties will be brought to peripheral triage areas for medical aid.
- 2) Provide crowd control and law enforcement in the area.
- 3) Provide emergency traffic routing information and establish a traffic control plan at the disaster scene.
- 3) Establish and carry out a missing persons identification/location program.

#### g. Madigan Army Medical Center Federal Coordinating Center (MAMC FCC):

- Coordinate the NDMS activities of all non-federal hospitals and federal, state, county, city, regional and volunteer activities within the MAMC FCC scope of responsibility.
- 2) Develop the NDMS Puget Sound Area Operations Plan.
- 3) Test the NDMS on an annual basis, involving all participating hospitals and agencies.

#### VI. RESOURCE REQUIREMENTS

A. Lists of assets of the Public Health and additional community assets to be used as resources by the ESF 8 are maintained in the Public Health Emergency/Disaster Operations Plan and in Emergency Resource Manuals in the Seattle, King County and Public Health EOC's. A list of the types of resources is provided in Appendix 4, Page 30.

#### VII.REFERENCES

- A. Revised Code of Washington (RCW), Title 38.52 Emergency Management, as amended; (1983); RCW 34.04, Administrative Procedures Act, Laws of 1959.
- B. RCW 70.05.070, Local Health Officer, Powers and Duties
- C. Chapter 10, Seattle Municipal Code.
- D. Public Health, Emergency/Disaster Operations Plan, December 2000.
- E. City of Seattle Disaster Readiness and Response Plan.
- F. King County Emergency Management Plan, January 1997.
- G. Washington State Department of Health Comprehensive Emergency Management Plan, 5/97.
- H. The American Red Cross, Disaster Services Regulations and Procedures, Disaster Health Services (ARC 3050), 1991.
- I. National Disaster Medical System (NDMS), Operations Plan, Puget Sound Area, Short Title, NDMS OPLAN, PSA, July 20, 1994.
- J. King County Regional EMS Pre-Hospital and Hospital Disaster Communications Plan (Adopted 2/14/96, Central Region EMS and Trauma Council).
- K. Seattle Biological Incident Plan (also reflects King County & Cities resources).

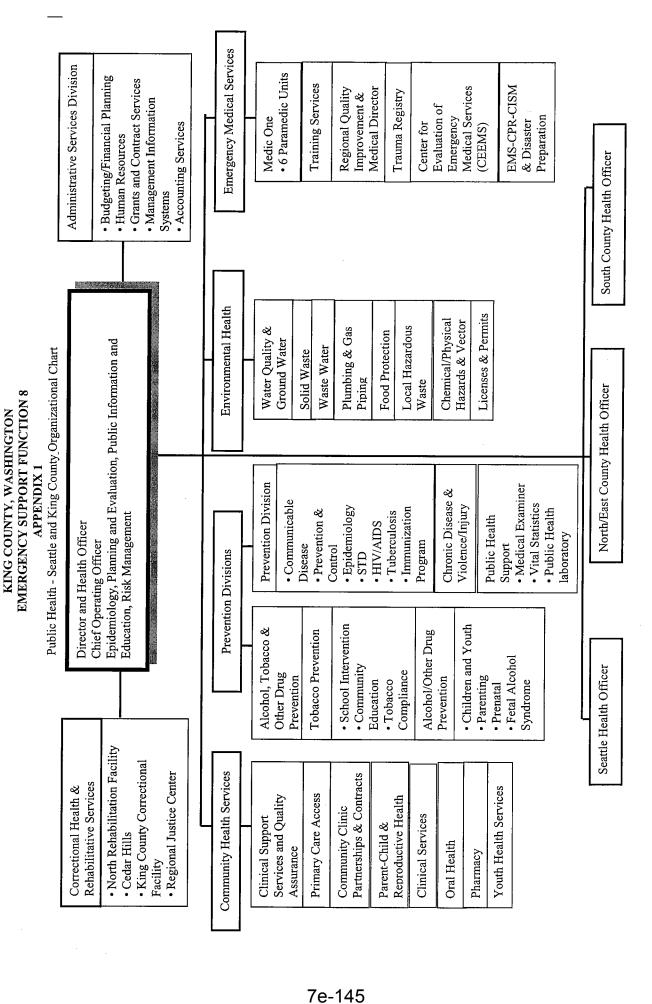
#### VIII. TERMS AND DEFINITIONS:

- A. Emergency health services Services required to prevent and treat the damaging health effects of an emergency including communicable disease control, immunization, laboratory services, dental and nutrition services; providing first aid for treatment of ambulatory and minor injured at temporary treatment facilities and special care facilities; providing public health information on emergency treatment prevention and control; and providing administrative support including maintenance of vital records.
- B. Emergency environmental health services services required to correct or improve damaging environmental health effects on humans including inspection for food contamination, inspection for water contamination, vector control; providing for sewage and solid waste inspection and disposal; clean up and disposal of hazardous materials and provide sanitation inspection for emergency shelter facilities.
- C. **Emergency medical services** services required to assure proper medical care for the sick and injured from the time of injury to the patient's arrival at a hospital, temporary medical facility or special care facility.
- D. **Medical examiner services** services required to assure adequate death investigation, identification and disposition of bodies; removal, temporary storage and transportation of bodies to temporary morgue facilities; notification of next of kin, and coordination of medical examiner services and unclaimed bodies disposition.
- E. **Emergency hospital services** services required to assure proper medical care and specialized treatment for patients in a hospital and the coordination of related hospital services.
- F. **Emergency mental health services** mental health crisis response and involuntary detention services and outpatient mental health services.
- G. Critical Incident Stress Debriefing a group intervention and educational session for emergency service workers to alleviate stress related symptoms and minimize the harmful affects of responding to the disaster.
- H. **Hospital** a critical care facility continuously staffed to provide diagnosis or specialized medical treatment to individuals over a period of 24 hours.
- I. Special care facility an intermediate care facility providing limited treatment to individuals. Special care facilities shall include private immediate care clinics, physicians offices, psychiatric care facilities, alcohol and drug treatment centers, nursing homes, hospice facilities, elderly day care homes and half way houses.
- J. **Temporary treatment facility -** a sheltered *non-medical* facility, temporarily staffed with medical personnel and temporarily provided with medical supplies and equipment for the purpose of treating individuals injured during a multiple casualty incident.
- K. Field Hospital (to be defined)

#### IX. APPENDICES

- ESF 8, Appendix 1 Public Health Seattle and King County, Organizational Chart
- ESF 8, Appendix 2 Relationships of Primary and Support Agencies
- ESF 8, Appendix 3A Hospital/EOC Relationships
  - Appendix 3B Hospital Capacity Report (Paper version Puget Sound Hospital Capacity Website)
  - Appendix 3C Individual Hospital Damage Assessment Form
  - Appendix 3D Regional Hospital Assessment Form (To be used by EOCs)
- ESF 8, Appendix 4 Emergency Operating Centers Resource Listings (Contents of "Black Books")
- ESF 8, Appendix 5A Airlift Northwest
- ESF 8, Appendix 6 Washington Critical Incident Stress Management Team Mobilization Plan
- ESF 8, Appendix 7 800 MHz Talkgroups, Health Medical and Mortuary
- ESF 8, Appendix 8 Activation of A.R.E.S. Medical Services Team
- ESF 8, Appendix 9 Public Health Bioterrorism Emergency Response Team (B.E.R.T.)

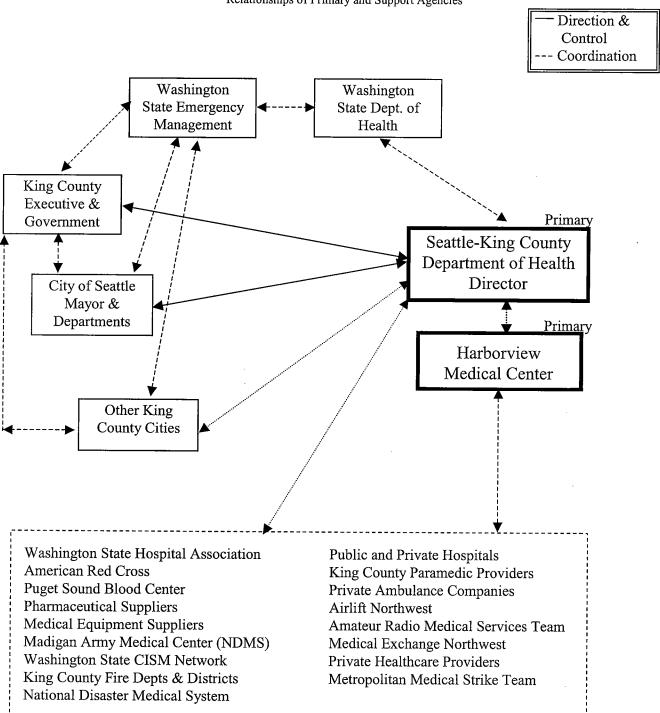
AGENCY APPROVAL	DATE APPROVED:
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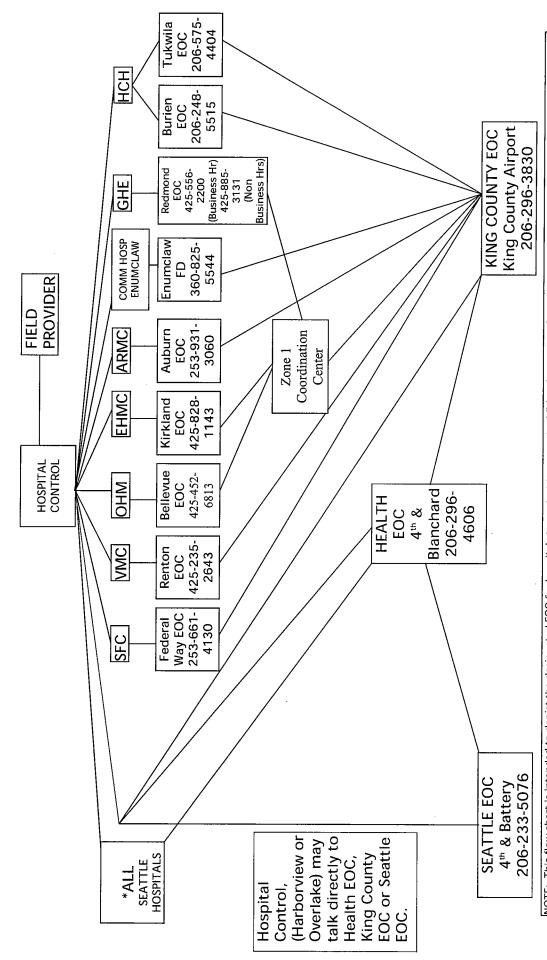
The Basic Plan, EMERGENCY SUPPORT FUNCTION (ESF) 8: HEALTH & MEDICAL SERVICES, Version 12-01-01

#### KING COUNTY, WASHINGTON EMERGENCY SUPPORT FUNCTION 8 APPENDIX 2

Relationships of Primary and Support Agencies



## KING COUNTY, WASHINGTON EMERGENCY SUPPORT FUNCTION 8 APPENDIX 3A Hospital / EOC Relationship



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NOTE: This flow chart is intended to depict the designated EOC for hospitals to contact to request additional resources from their local city, Seattle or King County government.

 Seattle hospitals will request resources directly from the Public Health EOC. If contact cannot be made with Public Health EOC, attempt contact with the Seattle EOC.

Suburban city hospitals will request resources from Suburban City EOC's <u>first</u>. Suburban cities will forward only those requests which they cannot manage to King County EOC. These requests will be managed by Health reps in the King County EOC or Health Dept. EOC, as necessary. If contact cannot be made with a suburban city EOC, the hospital should contact the King County EOC.

The Basic Plan, EMERGENCY SUPPORT FUNCTION (ESF) 8: HEALTH & MEDICAL SERVICES, Version 12-01-01

# **EMERGENCY SUPPORT FUNCTION 8** KING COUNTY, WASHINGTON

Hospital Capacity Report APPENDIX 3B

	VIRGINIA MASON HOSP (206-583-6433)	N >	S/E/F	N X	
	VETERANS HOSP (206-764-2130)	N/Y	S/E/F	X	
	(425-251-5105) VALLEY MEDICAL	X	S/E/F	N X	
	(206-598-6190)	N ×	S/E/F	N.	
	(50e-38e-5e13) 2MEDI2H HO2b	N >	S/E/F	N X	
	ST. FRANCIS HOSP (253-838-9700)	×	S/E/F	×	
<b>.</b>	PROVIDENCE HOSP - SEATTLE (206-320-2111)	N X	S/E/F	N X	
apacity Kepori	HOSP(425-688-5200)	X	S/E/F	N X	
apacit	NORTHWEST HOSP(206-368-1765)	×	S/E/F	N N	
Hospital C	(506-431-5314) HOSP HIGHFINE COWW.	Z >	S/E/F	N X	
Ħ	HARBORVIEW (206-731-3000)	Z >	S/E/F	N X	
	GROUP HEALTH HOSP –ES (425-883-5117)	Z >	S/E/F	Z >	
	(425-899-1700) EVERGREEN HOSP	Χ/N	S/E/F	N X	
	(506-526-2222) CHILDRENS HOSP	×	S/E/F	×	
	BALLARD - SWEDISH (206-781-6341)	N/Y	S/E/F	X	
	АИВИКИ GEN HOSP (263-833-7711)	N X	S/E/F	N N	
	CIRCLE APPROPRIATE LETTER	Are you accepting patients?	If no, why not? ***	Have you activated your Disaster Plan?	ER CAPACITY Alpha-1(NOW)

Bravo I (Within 30 mins) Alpha II (Within 30 mins) **OR CAPACITY** 

Bravo II (Within 60 mins) MED/SURG CAPACITY

Charlie II (ICU) (Available beds) Charlie I

(CCU) Charlie IV Charlie III

(PEDS) Charlie V

(Psych) LEGEND NOT ACCEPTING PATIENTS BECAUSE:  $S = STAFFING \ INADEQUATE \\ E - EQUIPMENT FAILURE$ 

F - FACILITY NOT FUNCTIONAL

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The Basic Plan, EMERGENCY SUPPORT FUNCTION (ESF) 8: HEALTH & MEDICAL SERVICES, Version 12-01-01

#### KING COUNTY, WASHINGTON EMERGENCY SUPPORT FUNCTION 8 APPENDIX 3C

#### HOSPITAL DAMAGE ASSESSMENT FORM

Emer	gend	:y/Incident:	Date:	MSG NO
Exerc	ise:		Facility Name:	(SEQ. WI OTHER MESSAGES)Floor/Wing
				Center. Not to be used for building safety assessment or inspection.
	(1)	Maj Desti	•	ttegory, Provide comment only if necessary,
(-)	(-)	(-)	,	Key
				dataatad
			Thier har wans.	Minor = Some damage -
			d. Floors:  e. Stairwells/Fire exits	
				use -
			f. Other structural: Non-structural	Desir of the Strategic Automatic
			g. Ceilings/Light fixtures:	for use due to significant hazard.
Yes	No	Limited	· · · · · · · · · · · · · · · · · · ·	k appropriate box. Provide comment only if necessary.
				sage)
				· · · · · · · · · · · · · · · · · · ·
			· · · · · · · · · · · · · · · · · · ·	
Presen	t N	eed Staff		
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	_	···		
	_			
V	Vher	complete		fax) or transmit via radio
Comni	eted	hv . Name/ca	l: Info provided	l hv·

# KING COUNTY, WASHINGTON EMERGENCY SUPPORT FUNCTION 8 APPENDIX 3D

# REGIONAL HOSPITAL ASSESSMENT FORM

Road Closures	Staffing	$\sigma$			Resources (Yes, No, Limited)	\(\text{\frac{\pi}{\pi}}\)		Non-Structural			Structural	δ — — — — — — — — — — — — — — — — — — —	2) 3) Seattle  Disaster Accepting If, no Plan Patients? why not? Activated?	3) Seattle (If, no why not?	Seatt Seatt Accepting If, no Patients? Why r	1)  King County  Phone  253-735-7561 206-781-6341 206-526-222 425-899-1700 206-326-3101 425-899-1700 206-326-3111 425-883-5117 206-331-3314 206-388-5200 206-329-3111 253-838-9700 253-838-9700 253-838-9700 253-838-9700 253-251-5185 206-598-2611	AGH SMC/B COH GHC GHE HLH NWH OVH PRS SVH SSH VGR	Type of Incident: Location of Incident: Time All Call Initiated: EOC: Health  HOSPITAL Auburn General Swedish/Ballard Childrens Evergreen Group Health/Central Group Health/Central Group Health/Central Group Health/East Highline Community Northwest Overlake Providence Snoqualmie Valley St. Francis Swedish University Valley
H	H		H	H												206-583-6433	VMC	Virginia Mason
+	+	1	+	+	t	Į	+	I	╀	İ	<u> </u>	╁				206-583-6433	VMC	Virginia Mason
-			-	H					_							206-764-2130	VAH	Veterans
							_				_					253-251-5185	VGR	Valley
_											$\dashv$	$\dashv$				206-598-2611	UWMC	University
L				_												253-386-2573	SMC/FH	Swedish
				_												253-838-9700	SFH	St. Francis
				-												425-831-2373		Snoqualmie Valley
																206-320-3111		Providence
					_						_					425-688-5200		Overlake
			L													206-368-1765	NWI	Northwest
_			-													206-431-5314	ŦŦ	Highline Community
_	-		_	-			_									425-883-5117	명	Group Health/East
-	F		_	$\vdash$												206-326-3101	GHC GHC	Group Health/Central
┝	-		_													425-899-1700	EVG	Evergreen
H			_													206-526-2222	COH	Childrens
L	_			_												206-781-6341	SMC/B	Swedish/Ballard
┝	-		-	H												253-735-7561	AGH	Auburn General
<u> </u>	affing	ಭ	<del>o</del>	Limite	No.	(Yes	a	tructur	Non-S		ructura	Ş	Activated?	why not?	Patients?			
H		L		ces	Seson		-			H			Plan		Accepting	Phone		HOSPITAL
													Disaster					
														Seattle		King County		Health
														3)	2)	1)		Time All Call Initiated:
																		Location of Incident:
																		Type of Incident:
															}			

Key to Resources	Yes=Y	N = 0N	Limited = L			
Key for Structural and Non Structural Damage	O = (None) No apparent damage detected.	1 = (Minor) Some damage, does not hinder use.	2 = (Major) Significant damage, must have	reinforcement to use.	3 = (Destroyed) Unusable/unsafe for use due to	significant hazard.

# KING COUNTY, WASHINGTON EMERGENCY SUPPORT FUNCTION 8 APPENDIX 3D (Continued) REGIONAL HOSPITAL ASSESSMENT FORM

1	<u> </u>	
HOSPITAL	Į,	ADDITIONAL COMMENTS:
Auburn General	AGH	
Swedish/Ballard	SMC/B	
Childrens	НОЭ	
Evergreen	EVG	
Group Health/Central	GHC	
Group Health/East	GHE	
Highline Community	Ī	
Northwest	NWH	
Overlake	H/O	
Providence	PRS	
Snoqualmie Valley	SVH	
St Francis	UED.	
	<u>-</u>	
Swedish	SMC/FH	
	1	
University	H A A	
Valley	VGR	
(a)	į	
Veterans	VAH	
Virginia Mason	∧MC	
	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
Harborview	HMC	

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# KING COUNTY, WASHINGTON EMERGENCY SUPPORT FUNCTION 8 APPENDIX 4 EOC RESOURCE LISTINGS

The following resource information is maintained at the Seattle EOC, King County EOC and Public Health in large black binders.

- 1. Public Health Resource Inventory
- 2. Public Health Employee Mobilization Roster
- 3. Public Health Distribution Center Inventory
- 4. Public Health mutual aid/Agreement letters
- 5. Hospital Facilities
- 6. Medical and/or Linen Supply
- 7. Central Region EMS and Trauma Plan
- 8. Puget Sound Blood Center
- 9. Nursing Home Facilities
- 10. Medical Clinics
- 11. Veterinary Clinics
- 12. Health/Medical Manpower Agencies
- 13. Medical Examiner Procedures
- 14. Aeromedical Transportation
- 15. Fire/EMS Resources
- 16. Washington State Critical Incident Stress Debriefing Mobilization Plan
- 17. Mental Health Resources

Regional Disaster Plan for Public and Private Agencies in King County, Washington

## KING COUNTY, WASHINGTON EMERGENCY SUPPORT FUNCTION 8 - APPENDIX 5A AEROMEDICAL TRANSPORTATION



One Call Does All

Pre-Hospital

It's more than just a slogan at Airlift Northwest.

Since 1982, Seattle-based Airlift Northwest – in partnership with pre-hospital providers – has offered rapid emergency air transport service to critically ill or inured patients throughout Washington, Alaska, Montana, Idaho and Western Canada.

At Airlift Northwest we think of pre-hospital providers as the critical first link in the emergency network chain. To help keep that network strong, please review the following guidelines prior to arranging for pre-hospital transport.

#### **Activating Airlift Northwest**

Any authorized public safety professional, physician or nurse can activate Airlift Northwest by calling 1-800-426-2430 (or 329-2569 from Seattle) with the following information:

- Landing zone location (or coordinates)
- Ground contact radio frequency
- · Ground contact unit
- · Patient's illness or injury
- · Weather conditions
- Receiving facility

#### **Landing Zone Requirements**

Upon request, Airlift Northwest will provide safety training as well as assist in the planning development of landing zones. Basic landing zone requirement include:

- 60' x 60's landing area (in daylight)
- 100" x 100" landing area (after dark)
- Slope: less than 6 degrees
- Zone must be clear of all obstructions (this includes trees, poles, wires or fencing)
- · Red lights at landing zone helpful (but not required) for night landings

#### **Helicopter Safety**

Airlift Northwest depends on pre-hospital providers to insist on "safety first: practices in the field. When assisting at a helicopter landing, remember:

- Keep spectators at least 200 feet from landing zone
- · Approach aircraft only when directed to do so by a member of the Airlift Northwest flight crew
- Approach helicopter only from the front of the aircraft
- Secure all items that might blow around during landing or takeoff (items such as sheets, hats or other articles of clothing)

#### Aircraft Equipment

The Agusta A109A/mark II twin engine helicopter has:

- All weather instrumentation
- 200 mile range
- 160 mph cruise speed and carries the following life-saving medical equipment:
  - Ventilator
  - o Cardiac monitor, defibrillator and pacer
  - o Invasive & non-invasive hemodynamic monitors
  - o ACLS medication and equipment
  - Isolette

#### **Medical Team**

Each Airlift Northwest emergency flight is serviced by two aviation medicine specialists:

- Adult critical care specialist
- Neonatal/pediatric critical care specialist

#### Airlift Northwest

6987 Perimeter Rd. S, Ste. 110 Seattle, WA 98108

Business Office: 1-206-731-8377

24 Hour Emergency Hotline 1-800-426-2430 (Toll Free Nationwide)

329-2569

(From Seattle)

#### Regional Disaster Plan for Public and Private Agencies in King County, Washington

## KING COUNTY, WASHINGTON EMERGENCY SUPPORT FUNCTION 8 – APPENDIX 5A (CONTINUED) AEROMEDICAL TRANSPORTATION

#### AIRLIFT NORTHWEST

One Call Does All

Inter-Hospital

It's more than just a slogan at Airlift Northwest.

Since 1982, Seattle-based Airlift Northwest – in partnership with the finest tertiary care medical facilities in the Pacific Northwest – has provided rapid emergency and inter-hospital air transport service to critically ill or injured patients throughout Washington, Alaska, Montana, Idaho and Western Canada.

As an accurate and complete exchange of information during any transport procedure is essential for successful patient care, please review the following guidelines prior to an inter-hospital transport.

#### **Arranging Transport**

To arrange for an inter-hospital transport, call 1-800-426-2430 (or 329-2569 from Seattle) with the following information:

- · Name of person requesting transport
- · Referring hospital and physician
- · Receiving hospital and physician
- Name and age of patient
- Call back number
- · Patient information including:
  - o Diagnosis
  - o Vital signs
  - Medicaitons

#### **Emergency Aircraft**

#### **Helicopter Service**

Airlift Northwest has three helicopters ready to respond within minutes to pre-hospital field emergencies and inter-hospital transfers in Western Washington.

Based at Boeing Field and in Puyallup, the Agusta A109A/Mark II twin-engine, instrument certified helicopters have a cruise speed of 160 mph.

#### **Fixed Wing Service**

Airlift Northwest has three jet aircraft that serve Eastern Washington, Alaska, Montana, Idaho and Western Canada.

The two Cessna Citations (cruise speed 380 mph) and the Lear Jet 35A (cruise speed 500 mph) are designed to provide advanced life support to critically ill or injured patients. Each aircraft operates with a two-pilot crew.

#### Aircraft Equipment and Medical Team

Both the twin-engine helicopter and the jet aircraft have the capacity to carry two-patients per flight. Each flight also has a medical team consisting of an:

- Adult critical care specialist
- Neonatal/pediatric critical care specialist

Each aircraft is equipped with specialized emergency and critical care equipment for neonates, children, adults and high risk obstetric patients. On board medical equipment includes:

- Ventilator
- Cardiac monitor, defibrillator and pacer
- · Invasive and non-invasive hemodynamic monitors
- ACLS medication and equipment
- Isolette

#### Airlift Northwest

6987 Perimeter Rd. S, Ste. 110 Seattle, WA 98108

Business Office: 1-206-731-8377

24 Hour Emergency Hotline 1-800-426-2430

(Toll Free Nationwide)

**329-2569** (From Seattle)

#### KING COUNTY, WASHINGTON EMERGENCY SUPPORT FUNCTION 8 APPENDIX 6

# CRITICAL INCIDENT STRESS DEBRIEFING AND DEMOBILIZATION WASHINGTON STATE CISD MOBILIZATION NOTIFICATION SYSTEM

State Coordinator:

Tom Barrett, King County CISM Program

Landline Phone:

253-839-3343 or 509-674-3958

Cell phone: 253-670-2040

24 Hour CISM

Mutual Aid #:

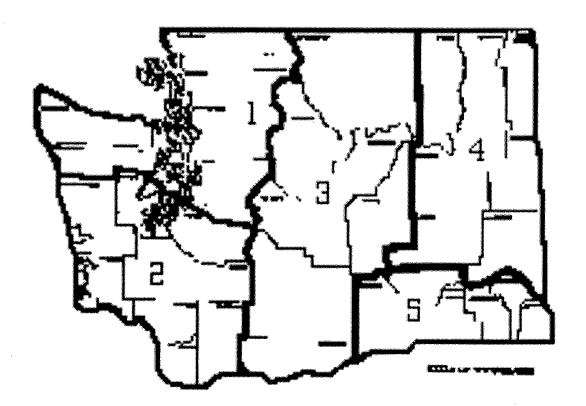
253-854-2005

Ask for the Washington State CISM Mobilization Coordinator

Purpose: To provide mutual aid CISD Teams or other specialized expertise when the zone resources are depleted or unavailable.

Process: Contact the State Mobilization Coordinator to make a request for mutual aid from a CISD Team. The State Coordinator will contact the Zone Coordinator to process mutual aid requests. Washington State has been divided into 5 Zones for the purpose of this plan. These zones are shown on the below map.

#### Washington State CISD Zone Map



#### KING COUNTY, WASHINGTON EMERGENCY SUPPORT FUNCTION 8 APPENDIX 7

#### 800 MHZ RADIO TALKGROUPS

BANKS A, B, C, D, E & F available in radios in the Seattle EOC, King County EOC and Public Health EOC

	BANK A		BANK B		BANK C
1	DPH OPS1	1	SEA EVENT 1	1	DPH OPS 1 - ST
2	DPH OPS2	2	SEA EVENT 2	2	DPH OPS 2 - ST
3	DPH OPS3	3	SEA EVENT 3	3	DPH OPS 3 - ST
4	DPH COMMON	4	SEA EVENT 4	4	DPH COM - ST
5	ALL GOV	5	SEA EVENT 5	5	WA OPS 1 - EMS
6	LOC GOV N	6	KC EVENT 1	6	WA OPS 3 - LG
7	LOC GOV S	7	KC EVENT 2	7	WA OPS 4 - EMS
8	KC EMS OPS 1	8	KC EVENT 3	8	I CALL
9	KC EMS OPS 2	9	KC EVENT 4	9	ITAC - 1
10	SEA OPS CALL	10	KC EVENT 5	10	ITAC - 2
11	SEA OPS COM 1	11	KC EOC COM	11	ITAC - 3
12	SEA OPS COM 2	12	KC EOC OPS	12	I TAC - 4
13	SEA OPS COM 3	13	KC EOC EM 1	13	REGROUP
14	HOSP COMMON	14	KC EOC EM 3	14	UNPROGRAMMED
15	UNPROGRAMMED	15	KC EOC EM 4	15	UNPROGRAMMED
16	UNPROGRAMMED	16	KC EOC EM 5	16	UNPROGRAMMED
					-
	BANK D		BANK E		BANK F
1	HOSP COMM	1	HOSP COMM	1	HOSP COMM
1 2	HOSP COMM DPH COMMON	2	-	2	HOSP COMM DPH COMM
	HOSP COMM DPH COMMON AUBURN	2 3	HOSP COMM DPH COMMON SWED - BAL		HOSP COMM
2 3 4	HOSP COMM DPH COMMON AUBURN CHILDRENS	2 3 4	HOSP COMM DPH COMMON SWED - BAL SWED - SEA	2 3 4	HOSP COMM DPH COMM STEVEN GOOD SAM
3	HOSP COMM DPH COMMON AUBURN	2 3 4 5	HOSP COMM DPH COMMON SWED - BAL SWED - SEA UW	2 3 4 5	HOSP COMM DPH COMM STEVEN GOOD SAM ST. JOE
2 3 4 5 6	HOSP COMM DPH COMMON AUBURN CHILDRENS ENUMCLAW EVERGREEN	2 3 4 5 6	HOSP COMM DPH COMMON SWED - BAL SWED - SEA UW VALLEY-REN	2 3 4 5 6	HOSP COMM DPH COMM STEVEN GOOD SAM ST. JOE TAC GEN
2 3 4 5 6 7	HOSP COMM DPH COMMON AUBURN CHILDRENS ENUMCLAW EVERGREEN GH EAST	2 3 4 5 6 7	HOSP COMM DPH COMMON SWED - BAL SWED - SEA UW VALLEY-REN VA	2 3 4 5 6 7	HOSP COMM DPH COMM STEVEN GOOD SAM ST. JOE TAC GEN MADIGAN
2 3 4 5 6 7 8	HOSP COMM DPH COMMON AUBURN CHILDRENS ENUMCLAW EVERGREEN	2 3 4 5 6 7 8	HOSP COMM DPH COMMON SWED - BAL SWED - SEA UW VALLEY-REN	2 3 4 5 6	HOSP COMM DPH COMM STEVEN GOOD SAM ST. JOE TAC GEN
2 3 4 5 6 7	HOSP COMM DPH COMMON AUBURN CHILDRENS ENUMCLAW EVERGREEN GH EAST	2 3 4 5 6 7	HOSP COMM DPH COMMON SWED - BAL SWED - SEA UW VALLEY-REN VA	2 3 4 5 6 7	HOSP COMM DPH COMM STEVEN GOOD SAM ST. JOE TAC GEN MADIGAN
2 3 4 5 6 7 8	HOSP COMM DPH COMMON AUBURN CHILDRENS ENUMCLAW EVERGREEN GH EAST GH SEATTLE	2 3 4 5 6 7 8	HOSP COMM DPH COMMON SWED - BAL SWED - SEA UW VALLEY-REN VA VIRG MAS	2 3 4 5 6 7 8	HOSP COMM DPH COMM STEVEN GOOD SAM ST. JOE TAC GEN MADIGAN MARY BRD
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# KING COUNTY, WASHINGTON EMERGENCY SUPPORT FUNCTION 8 APPENDIX 7 (Continued)

# 800 MHZ RADIO TALKGROUPS BANKS A, B, & C available in portable radios at Public Health sites.

	BANK A		BANK B		BANK C
1	DPH OPS1	1	SEA EVENT 1	1	DPH OPS 1 - ST
2	DPH OPS2	2	SEA EVENT 2	2	DPH OPS 2 - ST
3	DPH OPS3	3	SEA EVENT 3	3	DPH OPS 3 - ST
4	DPH COMMON	4	SEA EVENT 4	4	DPH COM - ST
5	ALL GOV	5	SEA EVENT 5	5	WA OPS 1 - EMS
6	LOC GOV N	6	KC EVENT 1	6	WA OPS 3 - LG
7	LOC GOV S	7	KC EVENT 2	7	WA OPS 4 - EMS
8	UNPROGRAMMED	8	KC EVENT 3	8	I CALL
9	UNPROGRAMMED	9	KC EVENT 4	9	I TAC - 1
10	UNPROGRAMMED	10	KC EVENT 5	10	ITAC - 2
11	UNPROGRAMMED	11	KC EOC COM	11	I TAC - 3
12	UNPROGRAMMED	12	KC EOC OPS	12	I TAC - 4
13	UNPROGRAMMED	13	KC EOC EM 1	13	REGROUP
14	UNPROGRAMMED	14	KC EOC EM 3	14	UNPROGRAMMED
15	UNPROGRAMMED	15	KC EOC EM 4	15	UNPROGRAMMED
16	UNPROGRAMMED	16	KC EOC EM 5	16	UNPROGRAMMED

#### KING COUNTY, WASHINGTON EMERGENCY SUPPORT FUNCTION 8 APPENDIX 8



#### **Amateur Radio Emergency Service**

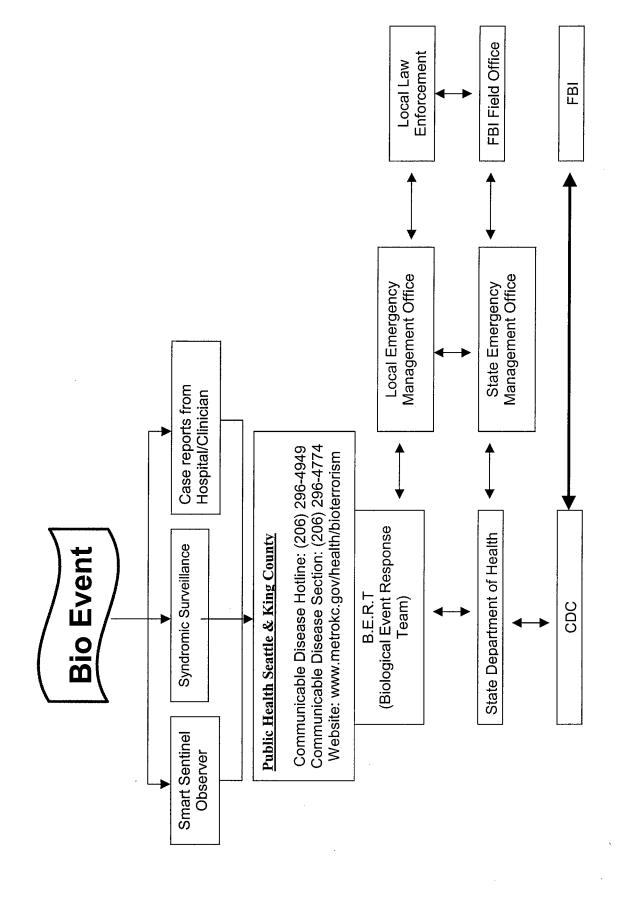
Marina Zuetell, N7LSL - Emergency Coordinator Medical Services Team - W. WA. Section 4824 38th Avenue N.E. Seattle, WA. 98105

# ACTIVATION OF A.R.E.S. MEDICAL SERVICES TEAMS (also called Western Washington Medical Services Communications Team)

- Any Medical Facility within **King County**..(jurisdiction) may request activation of the A.R.E.S. (Amateur Radio Emergency Services) Medical Services Team for Communications support when:
  - normal communications systems are disrupted or overloaded.
  - phone service is unavailable due to damage or service disruption
  - disaster drills or exercises
- A.R.E.S. Medical Services Team is an Auxiliary Communication Service, and can provide experienced communicators, familiar
  with the medical environment, to operate most types of hospital radio systems, answer telephones, and assist with other
  communications needs when facility communications systems are disrupted or overloaded.
- Amateur Radio cannot be utilized when normal business communication systems are functioning. Amateur Radio is an
  emergency communications backup resource.
- Please be sure that staff members know the location of the radios and/or the antenna cable is located, or its storage location is clearly marked.
- To activate the Medical Services Team for an emergency incident:
- Contact the Seattle Fire Alarm Center at 206-386-1498 and request the Duty Officer for Seattle Emergency Management be paged. This is a 24-hour number.
- The Duty Officer will contact the Team Leadership to activate appropriate team members. Someone will contact the requester as soon as possible to determine your requirements. In the event of a major disaster such as a catastrophic earthquake, the team will self-activate and report to assigned facilities as quickly as they can. A general Medical Services Team Callout can be made by a text or numeric page sent to: 206-559-6439. (AT&T Wireless)
- Medical Services Team leadership will contact the requester for specific needs, and will obtain information necessary to request a State Mission/Incident number, as per the Incident Report worksheet. This information will be returned to the Duty Officer via fax (206-684-5998) or electronic mail (firstname.lastname@ci.seatle.wa.us) ASAP.
- To request Medical Services Team participation in a disaster drill, for a single facility or a multi-agency exercise, contact the Team Leadership in King County at one of the following numbers; please call in the order listed, and wait approximately 10-15 minutes before trying another contact:
  - Marina Zuetell Emergency Coordinator 206-997-0095 pager
  - Ned Worcester Asst. EC Technical Operations 1-800-450-3560 pager
  - Allan Kush Asst. EC Radio Officer 206-626-4413 pager
  - Carlos Smith Asst. EC Asst. Radio Officer 1-800-720-8365 pager
  - Mike Cusson Asst. EC Logistics & Acquisition 206-559-3336 pager
  - Walter Beck Asst. EC Membership and Database Programs 425-831-0051 h
  - Judy Dotson Asst. EC Training 206-298-3105

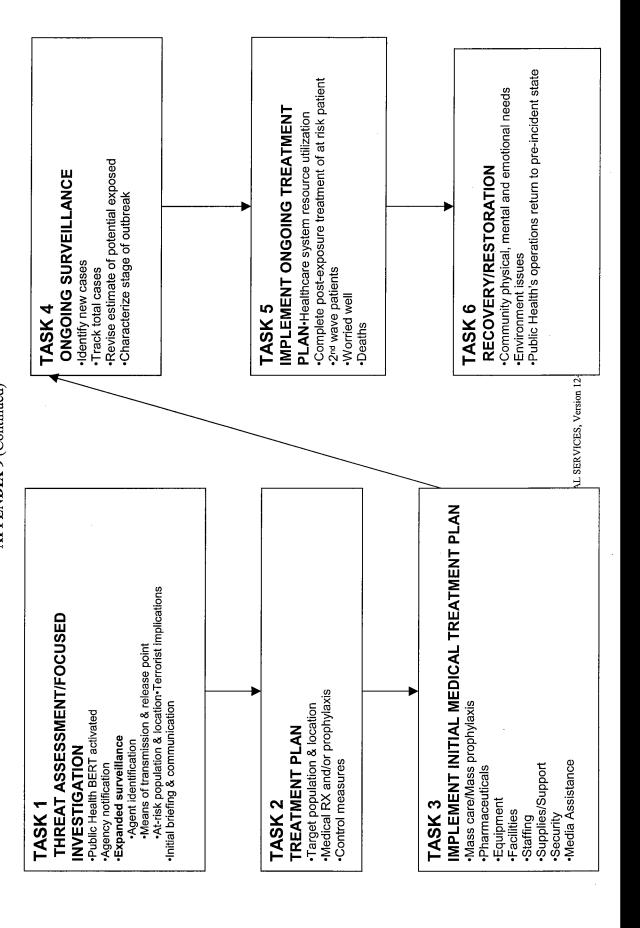
Kitsap, Mason, Pierce, and Thurston Counties have other mechanisms for activation, but may be accessed by contacting Marina Zuetell, or another officer.

# KING COUNTY, WASHINGTON EMERGENCY SUPPORT FUNCTION 8 APPENDIX 9



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# KING COUNTY, WASHINGTON EMERGENCY SUPPORT FUNCTION 8 APPENDIX 9 (Continued)



Council Meeting Date:	April 14, 2014	Agenda Item: 8(a)

#### CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Appointment of the Shoreline Library Board Members			
DEPARTMENT:	· · ·			
PRESENTED BY:	Dick Deal, PRCS Director			
ACTION:	Ordinance Resolution X Motion			
	Discussion Public Hearing			

#### PROBLEM/ISSUE STATEMENT:

On March 31, 2014 the terms of three Library Board members expired. The regular members whose terms expired include Susan Hoyne, Corey Murata, and Eileen Wood-Lim. Ms. Hoyne has reached the term limit on the Board after serving two consecutive four-year terms. Ms. Wood-Lim was appointed to fill a two-year unexpired term in 2012, and she has applied for reappointment. Mr. Murata did not apply for reappointment.

#### **DISCUSSION:**

The City advertised the three Library Board position vacancies in *Currents*, the City website, Shoreline Area News, and on Facebook, and subsequently received applications from five residents. A City Council Subcommittee comprised of Councilmembers Hall, McConnell, and McGlashan were appointed by the Mayor to review qualifications and interview candidates. The City Council Subcommittee chose to interview all five candidates on March 20. The interviews were advertised and open to the public.

The names of the residents who applied for appointment to the Library Board and were subsequently interviewed are as follows:

- Judith Hajek
- Brooke Shirts
- Robert Smith
- Ruth Ann Stevens
- Eileen Wood-Lim (current Board member)

Based on their deliberations, the Council Subcommittee is recommending that the Council appoint the following three candidates to the Library Board:

- Brooke Shirts
- Robert Smith
- Eileen Wood-Lim (re-appointment)

Candidate bios for these three recommended candidates are attached to this staff report as Attachment A.

#### **FINANCIAL IMPACT:**

There is no financial impact created as a result of this Council action.

#### **RECOMMENDATION**

Staff recommends that the City Council move to appoint Brooke Shirts, Robert Smith and Eileen Wood-Lim to four-year terms that will run from Council appointment to March 31, 2018.

Approved By: City Manager **DT** City Attorney **IS** 

#### **ATTACHMENTS:**

Attachment A – Recommended Library Board Candidate Bios



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COMMUNITY SERVICE APPLICATION CITY OF SHORELINE

# For Membership on the Library Board

(Please type or print)			
Name Brooke Shirts		·	
Are you a Shoreline resident or property ow	ner? Yes		
Length of residence <u>1 ½ years</u>			

- 1. List your educational background. I hold a Bachelor's degree in English from the University of Utah, and a Master's degree in Library and Information Science from the University of Pittsburgh.
- 2. Please state your occupational background, beginning with your current occupation and employer. I am currently unemployed, choosing to spend time raising my children at home. Previously, I was a children's librarian for the Carnegie Library of Pittsburgh (2001-2008) and for the Murray Library (of Murray, Utah 1999-2001). At both positions, I answered library patrons' reference questions, developed library programs, and contributed to library collection development and maintenance. Concurrent with my position at the Murray Library I was also employed as a librarian by Reach Out and Read, a non-profit organization dedicated to literacy education and outreach to low-income families with young children.
- 3. Describe your involvement in the Shoreline community. I give volunteer work through many different organizations in Shoreline: I volunteer in the school library at Echo Lake Elementary; I serve as a leader in a local Girl Scout troop serving girls in grades 2-4; I write book reviews for the Puget Sound Council for the Review of Children's Media (I was recommended to this by Geneva Norton, head of the school library system for the Shoreline School District; their website is pscreviews.org); and also volunteer through the Shoreline congregation of the Church of Jesus Christ of Latter-Day Saints teaching early childhood music education. Recently, I have become involved with the Hillwood Neighborhood Association.
- 4. Describe your leadership roles and/or any special expertise you have which would be applicable to the position for which you are applying. Currently, my most relevant expertise would be my background as a public librarian and book critic. In addition to my specific library experience listed above, I also have experience serving on the boards of some non-proft organizations: from 2003-2007 I was on the board of Story Swap, a 501c3 non-profit that organized storytelling festivals, workshops, performances, and instigated educational grants for storytellers in the Pittsburgh area. Currently, I am on the board of

Northwest Pilgrims, a Washington State non-profit that offers educational retreats for women in the Pacific Northwest.

5. List the addresses of property you own in Shoreline and the type of property (residential or commercial). Residential property:

- 6. Are you an official representative of a homeowners' association or other group? If so, please name the group. I have recently applied to serve on the board of the Hillwood Neighborhood Association, and may be asked to be an official representative of the group. However, if this presents a conflict of interest with being a library board member, I would be happy to volunteer with the Hillwood Neighborhood Association in some other capacity. The library board would be my priority.
- 7. Describe why you are interested in serving in this position. In today's mediaheavy environment, there is nothing so valuable as access to information, whether for education, entertainment, employment, or personal enlightenment. I have always been passionate about this cause; it is why I became a librarian. Although I have only lived in Shoreline a short while, I have been a frequent library user, and I've always been impressed with how busy, vibrant, and service-oriented both Shoreline libraries are. They are not only sources of information, but also community gathering places, a refuge as well as a resource. I want to help ensure that the Shoreline libraries remain just as relevant and useful in the future as they are today.

Appointment to this board or commission will require your consistent attendance at regularly scheduled meetings.

Are you available for evening meetings? Yes_Day	ytime meetings? Sometimes
***************	************
Please return this application by the deadline to:	City of Shoreline, City Clerk
reaso return eme apphoacion by the accume to.	17500 Midvale Avenue North
	Shoreline, WA
	98133 (206) 801-
	2230

**Disclosure Notice:** Please note that your responses to the above application questions may be disclosed to the public under Washington State Law. The Personal Information form (page 3), however, is not subject to public disclosure.

Thank you for taking the time to fill out this application.
Volunteers play a vital role in the Shoreline government. We appreciate your interest.

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CITY CLERK CITY OF SHORELINE

# **COMMUNITY SERVICE APPLICATION**

FOR MEMBERSHIP ON THE
Shore I. we L. brary Board City Board or Commission
(Please type or print)
Name Robert L. Sm.th
Are you a Shoreline resident or property owner? Ys s
Length of residence H & years
1. List your educational background. Dake University Trivity - 1950-53  Duke University School of Medicine - MD Degree 1957  U/N School of Medicine - Residensing Training.  IN Obstatnics and Gynecology - 1961
2. Please state your occupational background, beginning with your current occupation and employer.  1) Semi Relical Physician - Self Chalogral  2) Teach a use School of Medicine - pant time  3) Member of Scattle King Coanty Medicine Reserve Corps
Describe your involvement in the Shoreline community.  For the past 15 years I have to eas a  Volunteer for the Seattle Summer Swin  League as an official timer and judge
4. Describe your leadership roles and/or any special expertise you have which would be

1) State Air Surgeons S  the Air National Gia,  1) Working on Continue  for 20 years for p	of Medical Education Com
List the addresses of property you own in S	thoreline and the type of property (residen
Residential - ham.	
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	-21.0
Are you an official representative of a hom	eowners' association or other group? If so
olease name the group.	
No	
	in this position
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Describe why you are interested in serving	in this position.  source reader  sould reader
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Thank you for taking the time to fill out this application.

Volunteers play a vital role in the Shoreline government. We appreciate your interest.



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FEB 2 0 2014

COMMUNITY SERVICE APPLICATION CITY CLERK

COMMUNITY SERVICE APPLICATION

# For Membership on the Library Board

(Please type or print)
Name Eileen Wood-Lim
Are you a Shoreline resident or property owner? Yes
Length of residence1986 - present
List your educational background  1983 B.A. University of Washington (International Studies)
1985 M.A. University of Washington (Librarianship)
2. Please state your occupational background, beginning with your current occupation and employer
(1997 - present) Shoreline School District Elementary Paraeducator.
Currently I work for Title 1 funded and Special Ed programs for reading and math. However, in payears I have also served the English Language Learning program. I have worked at Echo Lake, North City, and now Briarcrest Elementary.
(1986 – 1993) PATH Librarian. Served the information needs of an international, Seattle-based, private nonprofit organization.
3. Describe your involvement in the Shoreline community
For the past two years I have had the privilege of serving on the Shoreline Library Board to finish out the term of a member who moved away. I have enjoyed getting to know so much about the City of Shoreline programs as well as about library operations.
I have also participated in the Lake Forest Park/ Shoreline READS program which promotes a book for summer reading for the cities, and then sponsors a talk by the author.

My husband and I have lived here most of our married life. We chose to live here because this is where we wanted to raise our family. I am proud to call Shoreline my home. I feel connected to the schools, both as a parent and employee, and connected to this community and the wonderful resources (such as the libraries) that we enjoy.

4.	Describe your leadership roles and/or any special expertise you have which would be applicable to the position for which you are applying.
	I now have two years experience serving on the library board, and would like to continue.
	I have a degree in Librarianship, and experience in the profession.
	I also currently serve on the Representative Council of the SESPA (Shoreline Education Support Professionals Association) union as a building representative, which gives me experience representing others.
5.	List the addresses of property you own in Shoreline and the type of property (residential or commercial) Residential:
6.	Are you an official representative of a homeowners' association or other group? If so, please name the group. No.
oosi nfo	Describe why you are interested in serving in this position I have had a continued interest in literacy issues and access to information throughout my ressional life as a librarian and an educator. I believe community libraries are in a unique tion to make a difference by ensuring families at all income levels have equal access to rmation and resources. KCLS is one of the busiest library systems in the country, and I have yed being involved in Shoreline's two branches
	This is one important way I can contribute to my community
~ ~	ointment to this board or commission will require your consistent attendance at larly scheduled meetings.
\re :	you available for evening meetings?Yes Daytime meetings?Possibly
***	****************
leas	city of Shoreline, City Clerk 17500 Midvale Avenue North Shoreline, WA 98133 (206) 801-2230

Council Meeting Date:	April 14, 2014	Agenda Item:	9(a)

#### CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Point Wells/Richmon	d Beach Transportation	on Corridor Study Update
<b>DEPARTMENT:</b>	Public Works	·	• •
PRESENTED BY:	Mark Relph, Public W	orks Director	
	Kirk McKinley, Trans	portation Planning Ma	nager
ACTION:	Ordinance	Resolution	Motion

X Discussion Public Hearing

#### **PROBLEM/ISSUE STATEMENT:**

The intent of this agenda item is to update the City Council on the Point Wells/Richmond Beach Transportation Corridor Study (TCS). To date, six community workshops, four on Segment A (west of 24<sup>th</sup> NW and Richmond Beach Drive), and two on Segment B (east of 24<sup>th</sup> NW), have been held. A final workshop has been scheduled for April 16, from 6:30 to 9:00 pm at which the recommended corridor design and mitigation measures will be presented for public comment.

Based on the April 2013 Memorandum of Understanding (MOU) entered into between the City and the Point Wells project developer, Blue Square Real Estate (BSRE), the TCS has been a jointly funded process by BSRE and the City. BSRE has funded the transportation analysis team led by David Evans and Associates, and Shoreline has funded the independent facilitator Envirolssues. For purposes of the study, the MOU also established a maximum average daily vehicle trip volume from the Point Wells development of 11,587 trips.

In general, the entire Richmond Beach Drive/Richmond Beach Road corridor consists of 60 feet of public right-of-way, with some minor exceptions on Richmond Beach Drive where it is approximately 46 feet at the very north end near the Point Wells site, and some variation on the curve above Kayu Kayu Ac Park. The Memorandum of Understanding between BSRE and the City establishes that there will be no expansion of the right-of-way (acquisition of private property) except if necessary to improve intersections (e.g. meet ADA sidewalk standards at intersections). There is however considerable private property encroachment of yard, landscaping, fences and walls, among other private amenities, into the public right-of-way along Richmond Beach Drive; however, the goal is to allow the encroachments to remain when practicable.

Clearly, the majority of the community does not want a large development at Point Wells. The City has worked very hard to keep the TCS workshop discussions focused on the identification of traffic impact issues and how to mitigate them while respecting the community values, the integrity of the neighborhoods, and quality of life. The community input has been substantial and very effective in helping staff move toward a

strategy, or "insurance policy", to mitigate the impacts identified by the residents as much as possible.

#### **RESOURCE/FINANCIAL IMPACT:**

When the public process is complete, the City will have spent approximately \$34,000 for its share of the cost of the TCS process in addition to many staff hours needed to plan for and to staff the workshops. Most of the staff hours provided are absorbed by existing staff salaries, given that most of the personnel attending the TCS workshops are exempt from the fair labor standards act and do not receive additional compensation for hours in excess of 40 hours worked in a week. The \$34,000 cost expenditure has been for the services for Envirolssues work at the TCS workshops.

#### **RECOMMENDATION**

No action is required.	This report is i	ntended to	update the	Council	on the
Transportation Corrido	or Study and the	e public inp	out to date.		

Approved By:	City Manager <u>DT</u>	City Attorney <u>IS</u>
--------------	------------------------	-------------------------

#### **DISCUSSION**

As Council is familiar with the Point Wells development site and proposed BSRE development, this report will not focus on the proposed project, but rather on the TCS and public process. Due to the significantly different types of impacts that the Richmond Beach Drive/Richmond Beach Road corridor might experience from the development, the Scope of TCS was divided into two corridor sections.

Segment A runs along Richmond Beach Drive from the Point Wells site to 24<sup>th</sup> Avenue NW, including NW 195<sup>th</sup> Street and NW 196<sup>th</sup> Street. It also includes the abutting single family residential area immediately east of Richmond Beach Drive. Segment B is the Richmond Beach Road corridor from 24<sup>th</sup> Avenue NW to Aurora Avenue. The overall study area however is much larger, and includes traffic impact analysis at over 30 intersections and 16 corridors.

The transportation modeling analysis examines morning (AM) and evening (PM) peak hours in present day and future year increments linked to completion of phases of the development beyond build out of the Point Wells project. The project is expected to take 20 – 25 years to complete, including a site cleanup phase. In addition to the traffic modeling analysis, the TCS, with the help of considerable input from the residents, identifies safety and quality-of-life issues, then identifies improvements or projects to mitigate the impacts.

The impacts and change to the existing streetscape can be very different from the impacts of changing traffic volumes from the proposed development. Segment A is for the most part a minimally improved dead-end roadway which is primarily lined with single family homes. Segment B is almost entirely an existing "improved" roadway with curbs, gutters and sidewalks. It has a mix of single family, multi-family, institutional, and commercial land uses along its length. Because Segment A (Richmond Beach Drive) will receive the greatest impact due to the traffic from the development, as it "dead ends" into the Point Wells site, and because the existing traffic volumes are currently 300-500 vehicles per day, it will experience a 20-fold increase over present day traffic.

Segment B for the most part is already constructed with curbs and sidewalks and currently experiences modest to heavy volumes the farther east it goes towards Aurora Avenue. Therefore, the impacts to this segment are focused primarily on capacity improvements at the intersections. There are some lane configurations being considered for the street segments that could influence capacity and safety, but the intersections still remain the most notable.

#### **Workshop Overview:**

There have been six public workshops with the community to date: four for Segment A and two for Segment B. The basic approach for the workshop series has been to: 1) identify issues and concerns and to understand why there is a concern, 2) to acknowledge the community's concerns and issues and then to work towards potential solutions, and 3) to then provide feedback on potential solutions or mitigation measures for further input and discussion. At the seventh and final TCS meeting on April 16, City staff and the developer's consultant team will present a proposed design concept for both segments and solicit further feedback. Staff will then use this input to make

additional modifications and then bring the proposal to Council for review and action later this year.

The workshops have been well attended, with meeting attendance ranging from 40 to 100 attendees. Recently, staff had been concerned with the attendance for the Segment A meetings since we hadn't heard from as many residents that fronted Richmond Beach Drive as we had hoped. With the help of local residents, staff conducted a fourth Segment A open house at the Richmond Beach library on April 3. This meeting was very successful in bringing in the target audience staff was hoping for. Staff will map the attendees at the workshops and share the results with Council at tonight's meeting.

In addition to the voluminous comments through the workshop series (comment cards, flip charts and sticky notes on maps), staff has received formal comments from Innis Arden, the Apple Tree Lane residents, and a petition from 24 properties along Richmond Beach Drive and private side streets that have recommended specific design concepts. All comments, emails, correspondence, and materials, including presentations from the meetings, have been posted on the City's website. Staff is currently working through the comments with the consultants to develop a proposed design concept for the April 16 final workshop.

#### **Comments/Issues/Concerns:**

In general, comments have been passionate and well articulated. Clearly the community is very concerned with the changes to livability, quality of life, safety, and impacts from increased congestion from the project.

Segment A issues have focused primarily on livability and quality of life issues, including:

- noise.
- speeding,
- safety.
- the change from a low volume, dead-end street to one with 11,587 additional daily vehicles.
- impacts on landscaping, driveways, and front yards,
- construction traffic,
- the footprint of a redesigned roadway on current front yard improvements, and
- the ability to get in and out of driveways with the added traffic volume.

Additionally, the residential area just east of Richmond Beach Drive, served by 199<sup>th</sup>, 198<sup>th</sup>, 197<sup>th</sup>, 24<sup>th</sup> and 26<sup>th</sup> have all identified cut-through traffic as a major concern.

Segment B issues have focused primarily on traffic volume impacts, congestion, access to driveways, safety, and traffic impacts to side streets that intersect the corridor, such as  $20^{th}$ ,  $8^{th}$ , and  $3^{rd}$  (north and south),  $15^{th}$  (north) and Dayton and Fremont (south). Cut through traffic on  $190^{th}$  west of  $8^{th}$  is also a concern. We have also heard how the increased volumes will create a barrier and further divide the north side of the corridor from the south side.

There are several major issues where the eventual mitigation will remain controversial due to the lack of alternatives. Council can expect to hear from residents on these over the next few months as the preferred alternative recommendation is presented. These are discussed briefly below.

#### **Design of Richmond Drive**

Staff has worked very hard with excellent and valuable input from the community to minimize the future roadway width while providing the essential components needed for safety, access, emergency services, all transportation modes and multiple utilities. There is general agreement on the notion of providing a shared use or multipurpose path on the east side of the roadway for pedestrians and bicycles with separation from the roadway by an amenity zone. There is also general agreement on not providing onstreet parking. There is agreement in most sections to push the roadway as far to the west as possible when adjacent to the railroad and Kayu Kayu Ac Park to minimize impacts to properties on the east. Also, there is agreement to design the roadway to reduce speeding and to recognize the single family nature of the street.

There is however some concern on the width and design or striping of the roadway itself. Many neighbors prefer a minimal width two-lane roadway versus the need to provide additional width for access for trucks, buses, emergency vehicles. Attached to this staff report are three cross section examples that were presented for Segment A: Option 4A, 4B, and 4C. These options have a basic 30-foot curb to curb cross section with varying striping options.

#### The 195<sup>th</sup>/196<sup>th</sup> Triangle

Currently, both NW 195<sup>th</sup> Street and NW 196<sup>th</sup> Street are classified as collector-arterial streets. They have evolved over time through varying needs and through traffic control (i.e. stop signs) to perform like a couplet, where westbound traffic to Richmond Beach Drive at 24<sup>th</sup>, uses 196<sup>th</sup>, while eastbound traffic from Richmond Beach Drive uses 195<sup>th</sup> to access the corridor to the east. Both streets are lined with single family residences. Staff has discussed options to design and designate 196<sup>th</sup> as the arterial route, resulting in 195<sup>th</sup> receiving minimal impact from the future traffic. We have also considered making the roadways one way (196<sup>th</sup> westbound, and 195<sup>th</sup> eastbound). We have had passionate input from residents on both streets. We have also heard from the Apple Tree Lane residents favoring the emphasis on 196<sup>th</sup> as the arterial route.

#### Off-Corridor Mitigation

We have received considerable input from residents along largely residential side streets on the impacts from diverted traffic. Suggestions include sidewalks, traffic calming, signing, and enforcement. These concerns are certainly valid and the challenge will be what we can reasonably expect the developer to mitigate. Staff is evaluating the percent of added volumes from the development on these roadways to have a fuller understanding of impacts due to the Point Wells project.

#### No Right-of-Way Restraint

The restriction to not acquire right-of-way (except at isolated intersections) has constrained some design options along the Segment B corridor. The result is that the existing sidewalks (five feet, curbside) will remain as is. This translates into two basic corridor options for Segment B: 1) keep the road as is, with improvements at

intersections to address traffic flow and congestion, or 2) re-channelize the roadway as three lanes with bike lanes, and intersection improvements. The bike lanes provide a buffer for the existing pedestrians from the traffic as they walk on the curbside sidewalks. Staff is also examining different striping options within the existing curb to curb roadway, including unbalance lanes in some sections (e.g. two uphill, one downhill). The main point is there will not be the opportunity to expand the sidewalks to meet our standards due to the restriction of not acquiring additional right-of-way.

#### Alternative Access to Point Wells

There is considerable interest from the community to require the developer to provide another access point to the Point Wells site besides Richmond Beach Drive. While the City may not require such an access since it is not the permitting authority, the City has formally expressed the need for a thorough geotechnical analysis and evaluation of options in our DEIS scoping letter to Snohomish County.

#### **Next Steps:**

After the Council meeting of April 14, staff will present the draft recommended design option and mitigation measures to the community at the final TCS workshop on April 16. Using the community feedback provided at this workshop, staff will then schedule a Council meeting later this year to present the design and mitigation preferred alternative to the City Council for their review and acceptance. Staff will also prepare a set of design principles for Council review that provide direction for the design, implementation and construction of the right-of-way improvements. These will be based on the community input and modeled after the "32 Points/Implementation Strategies" that Council adopted to guide design and implementation of the Aurora project.

Staff anticipates that if Council is supportive of an acceptable design and mitigation package, then Council will provide direction for staff to move forward with negotiations of the development agreement with BSRE and docket appropriate subarea plan amendments and CIP mitigation projects.

Following Council acceptance of the City's preferred design option and mitigation measures, this "mitigation package" will be provided to Snohomish County to be included as part of the transportation section of the County's Environmental Impact Statement (EIS) process. The mitigation package will also be discussed with BSRE and will be negotiated into the City's forthcoming developer agreement with BSRE. If the City is not able to secure the requirement from the Snohomish County EIS process that the mitigation package shall be constructed by BSRE to mitigate project impacts, the TCS MOU states that the City and BSRE will negotiate these mitigations as part of the developer agreement. The City will also work to negotiate the following items into the developer agreement with BSRE: 1) an articulated funding mechanism for the mitigation measures, 2) agreement on the ultimate trip cap (should it be lower than 11,587) and how to enforce the cap, 3) agreement on the sequence of implementation of the mitigation projects, and 4) Point Wells annexation to the City of Shoreline. As of the writing of this staff report, staff is in the process of discussing these issues with BSRE and can potentially share more information about next steps at the April 14 Council meeting.

#### RESOURCE/FINANCIAL IMPACT

When the public process is complete, the City will have spent approximately \$34,000 for its share of the cost of the TCS process in addition to many staff hours needed to plan for and to staff the workshops. Most of the staff hours provided are absorbed by existing staff salaries, given that most of the personnel attending the TCS workshops are exempt from the fair labor standards act and do not receive additional compensation for hours in excess of 40 hours worked in a week. The \$34,000 cost expenditure has been for the services for Envirolssues work at the TCS workshops.

#### **COUNCIL GOAL ADDRESSED**

This agenda item addresses Council Goal No. 4, Enhance openness and opportunities for community engagement, and specifically Action Step 1, Communicate and provide opportunities for public input on key policies and initiatives, including light rail station planning, safe community initiatives, the <a href="Point Wells Transportation Corridor Study">Point Wells Transportation Corridor Study</a>, and other City projects.

#### **CONCLUSION**

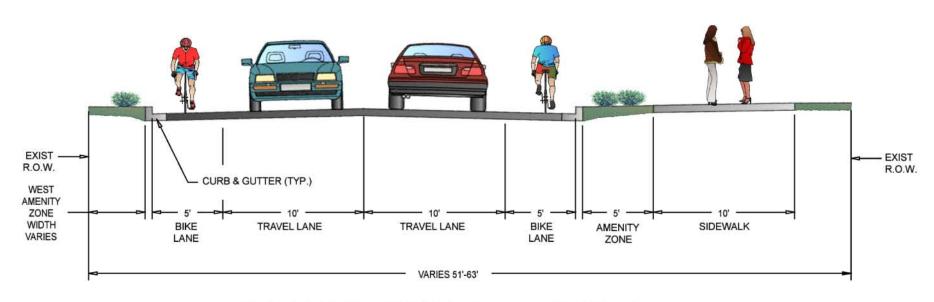
The TCS process has been a rigorous and challenging effort. The Richmond Beach community has worked very hard and has been very engaged and passionate in the process thus far. Residents from Richmond Beach and from the entirety of Shoreline have also been fair, civil, and supportive of the TCS effort, recognizing that a significant change is pending. They have been engaged and thorough in assisting staff with the identification of their concerns and in working through potential solutions. All City staff that have participated in these meetings (which has been well over 20) have expressed their appreciation and respect for the community input.

#### RECOMMENDATION

No action is required. This report is intended to update the Council on the Transportation Corridor Study and the public input to date.

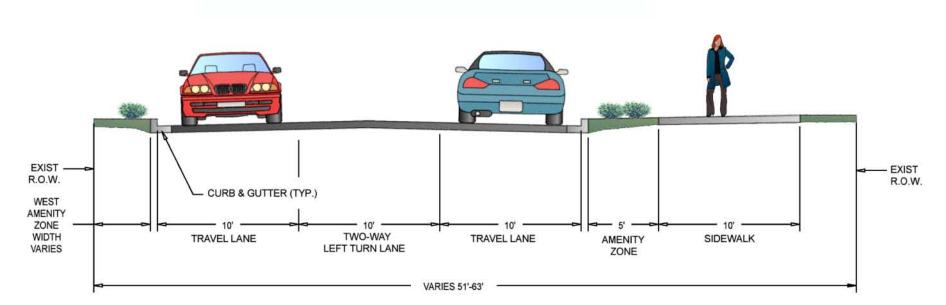
#### **ATTACHMENTS**

Attachment A: Segment A Options 4A, 4B, and 4C



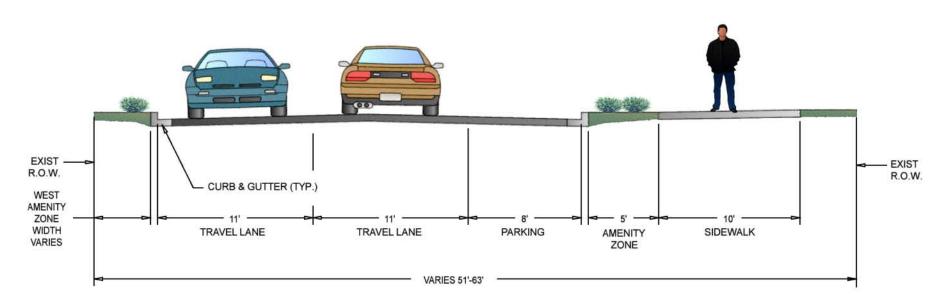
# RICHMOND BEACH DR. - OPTION 4A

(30' ROAD, 46' MIN. WIDTH W/O WEST AMENITY ZONE)



# RICHMOND BEACH DR. - OPTION 4B

(30' ROAD, 46' MIN. WIDTH W/O WEST AMENITY ZONE)



# RICHMOND BEACH DR. - OPTION 4C

(30' ROAD, 46' MIN. WIDTH W/O WEST AMENITY ZONE)

Council Meeting Date: April 14, 2014 Agenda Item: 9(b)

#### CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

**AGENDA TITLE:** 2013 Fourth Quarter and Year-End Financial Report

**DEPARTMENT:** Administrative Services

PRESENTED BY: Robert Hartwig, Administrative Services Director ACTION: Ordinance Resolution Motion

X Discussion \_\_\_\_ Public Hearing

#### PROBLEM/ISSUE STATEMENT:

The 2013 year-end financial report is attached to this staff report as Attachment A. This report summarizes the financial activities during 2013 for all City funds with detailed information provided on the General Fund, Street Fund, Surface Water Utility Fund, General Capital Fund and Roads Capital Fund. This report is provided to keep the Council informed of the financial issues and the financial position of the City.

Also attached (Attachment B) is a summary of the three primary Capital Funds - General, Surface Water and Roads. The intent of this attachment is to update the Council on the progress and status of the capital projects.

#### **RESOURCE/FINANCIAL IMPACT:**

The table on page 2 of the 2013 Year-End Financial Report provides a summary of the financial results for all City funds for 2013.

#### RECOMMENDATION

No action is required by the Council. This item is provided for informational purposes.

Approved By: City Manager DT City Attorney IS

#### **ATTACHMENTS**

Attachment A – 2013 Year End Financial Report

Attachment B – Capital Project Summary Report



# 2013 YEAR END FINANCIAL REPORT

**April 2014** 

# PERFORMANCE AT A GLANCE

	ANNUAL RESULT	COMPARED TO PROJECTIONS	REFERENCE			
GENERAL FUND REVENUES						
Property Tax Revenue	<b>▲</b> POSITIVE <b>▲</b>	2.6%	Page 4			
Sales Tax Revenue	<b>▲</b> POSITIVE <b>▲</b>	4.9%	Pages 5-6			
Utility Tax Revenue	<b>▲</b> POSITIVE <b>▲</b>	2.1%	Page 9			
Development Revenue	<b>▲</b> POSITIVE <b>▲</b>	19.4%	Page 10			
Gambling Tax Revenue	<b>▲</b> POSITIVE <b>▲</b>	2.2%	Page 11			
Park and Recreation Revenue	<b>▲</b> POSITIVE <b>▲</b>	2.9%	Page 12			
Investment Income	<b>▲</b> POSITIVE <b>▲</b>	57.0%	Page 13			
EXPENDITURES						
General Fund Expenditures	<b>▲</b> POSITIVE <b>▲</b>	-4.2%	Page 14			
NON-GENERAL FUND REVENUES						
Surface Water Fees	•WARNING•	-3.0%	Page 15			
Fuel Tax	∢NEUTRAL►	0.8%	Page 17			
Real Estate Excise Tax	<b>▲</b> POSITIVE <b>▲</b>	18.3%	Page 17			

#### Key to revenue trend indicators:

■NEUTRAL▶ = Variance of -1% to +2% compared to projections.

▲POSITIVE▲ = Positive variance of >+2% compared to projections.

•WARNING • = Negative variance of -1% to -4% compared to projections.

▼NEGATIVE▼ = Negative variance of >-4% compared to projections.

# **CITY FINANCIAL OVERVIEW**

# **EXECUTIVE SUMMARY**

For 2013 General Fund Revenue totaled \$34,819,507, which was above projections by \$693,971, or 2%, and reflects a year-over-year increase of \$231,760, or 0.7%. General Fund expenditures totaled \$33,424,382 and were \$1,458,187, or 4.2%, less than projected expenditures.

Street Fund revenues for 2013, including transfers in, totaled \$2,119,279 and were \$63,338, or 3.1%, above projections. Street Fund expenditures, including transfers out, totaled \$1,982,173 and were \$143,278, or 6.7%, below projections.

Surface Water Utility Fund (SWM) revenues for 2013 were \$4,030,510 which was \$126,264, or 3%, below projections. SWM expenditures of \$4,142,543 were \$819,637 or 16.5% below projections.

Street Fund fuel tax revenue receipts for 2013, in the amount of \$1,101,244, were \$9,209 or 0.8%, less than the projection and exhibit a year-over-year decrease of \$14,118, or 1.3%.

Real Estate Excise Tax (REET) revenue receipts for 2013 totaling \$1,634,442 were \$252,912, or 18.3% ahead of projections and \$332,160 more than receipts for 2012.

Revenues	2013 Budget	2013 Projected	2013 Actual	\$ Variance Actual v. Projected	% Variance Actual v. Projected
General Fund	\$35,414,371	\$34,125,536	\$34,819,507	\$693,971	2.0%
Street Fund	\$2,217,696	\$2,055,941	\$2,119,279	\$63,338	3.1%
Code Abatement Fund	\$100,000	\$80,550	\$3,674	-\$76,876	-95.4%
State Drug Enforcement Fund	\$13,800	\$69,780	\$73,622	\$3,842	5.5%
Public Arts Fund	\$75,500	\$6,000	\$10,337	\$4,337	72.3%
Federal Drug Enforcement Fund	\$20,750	\$30,516	\$37,587	\$7,071	23.2%
Property Tax Equalization Fund	\$0	\$2,030	\$1,771	-\$259	-12.8%
Federal Crime Forfeitures Fund	\$147,000	\$1,231,620	\$1,206,607	-\$25,013	-2.0%
Revenue Stabilization Fund	\$0	\$3,732	\$3,112	-\$620	-16.6%
Unitd Tax GO Bond Fund	\$1,705,050	\$1,505,050	\$1,504,752	-\$298	0.0%
Limited Tax GO Bond 2009 Fund	\$1,660,567	\$1,660,567	\$1,660,019	-\$548	0.0%
General Capital Fund	\$6,044,435	\$4,838,945	\$4,942,454	\$103,509	2.1%
City Facility-Major Maint. Fund	\$218,797	\$74,866	\$74,398	-\$468	-0.6%
Roads Capital Fund	\$20,427,271	\$5,231,618	\$4,580,289	-\$651,329	-12.4%
Surface Water Utility Fund	\$5,208,385	\$4,156,774	\$4,030,510	-\$126,264	-3.0%
Vehicle Operations/ Maint. Fund	\$213,635	\$198,635	\$198,613	-\$22	0.0%
Equipment Replacement Fund	\$516,696	\$381,687	\$387,540	\$5,853	1.5%
Unemployment Fund	\$17,500	\$17,579	\$17,576	-\$3	0.0%
Totals	\$74,001,453	\$55,671,426	\$55,671,647	\$221	0.0%
Transportation Benefit District	\$919,200	\$701,317	\$766,181	\$64,864	9.2%

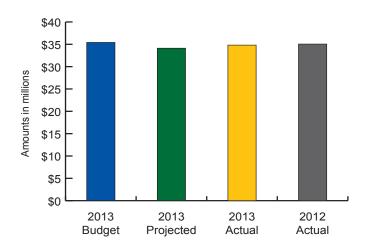
Expenditures	2013 Budget	2013 Projected	2013 Actual	\$ Variance Actual v. Projected	% Variance Actual v. Projected
General Fund	\$35,414,373	\$34,882,569	\$33,424,382	-\$1,458,187	-4.2%
Street Fund	\$2,217,696	\$2,125,451	\$1,982,173	-\$143,278	-6.7%
Code Abatement Fund	\$100,000	\$100,000	\$4,375	-\$95,625	-95.6%
State Drug Enforcement Fund	\$13,800	\$13,800	\$3,027	-\$10,773	-78.1%
Public Arts Fund	\$75,500	\$75,500	\$31,641	-\$43,859	-58.1%
Federal Drug Enforcement Fund	\$20,750	\$20,750	\$1,400	-\$19,350	-93.3%
Property Tax Equalization Fund	\$0	\$0	\$0	\$0	0.0%
Federal Crime Forfeitures Fund	\$147,000	\$146,967	\$52,604	-\$94,363	-64.2%
Revenue Stabilization Fund	\$0	\$0	\$0	\$0	0.0%
Unitd Tax GO Bond Fund	\$1,705,050	\$1,705,050	\$1,704,351	-\$699	0.0%
Limited Tax GO Bond 2009 Fund	\$1,660,567	\$1,660,567	\$1,660,019	-\$548	0.0%
General Capital Fund	\$6,044,435	\$5,234,796	\$4,422,611	-\$812,185	-15.5%
City Facility-Major Maint. Fund	\$218,797	\$218,797	\$178,687	-\$40,110	-18.3%
Roads Capital Fund	\$20,427,271	\$5,423,693	\$4,592,465	-\$831,228	-15.3%
Surface Water Utility Fund	\$5,208,385	\$4,962,180	\$4,142,543	-\$819,637	-16.5%
Vehicle Operations/ Maint. Fund	\$213,635	\$213,635	\$153,835	-\$59,800	-28.0%
Equipment Replacement Fund	\$244,090	\$244,090	\$176,831	-\$67,259	-27.6%
Unemployment Fund	\$17,500	\$17,500	\$6,476	-\$11,024	-63.0%
Totals	\$73,728,849	\$57,045,345	\$52,537,420	-\$4,507,925	-7.9%
Transportation Benefit District	\$919,200	\$919,200	\$711,533	-\$207,667	-22.6%

# **GENERAL FUND REVENUE DETAIL**

Revenue Source	2013 Current Budget	2013 Projected Revenue	2013 Actual Revenue	\$ Variance Actual v. Projected Revenue	% Variance Actual v. Projected Revenue	2012 Annual Actual Revenue	Change from 2012
Budgeted Fund Balance	\$1,851,049	\$0	\$0	\$0	0.0%	\$0	\$0
Property Tax	\$9,409,277	\$9,409,277	\$9,654,835	\$245,558	2.6%	\$10,096,971	-\$442,136
Sales Tax	\$6,574,800	\$6,995,820	\$7,336,805	\$340,985	4.9%	\$6,932,874	\$403,931
Local Criminal Justice	\$1,171,779	\$1,171,779	\$1,182,507	\$10,728	0.9%	\$1,099,931	\$82,576
Utility Tax & Franchise Fee Revenue							
Natural Gas	\$966,946	\$889,590	\$885,253	-\$4,337	-0.5%	\$924,083	-\$38,830
Garbage	\$497,977	\$517,732	\$531,889	\$14,157	2.7%	\$502,652	\$29,237
Cable TV	\$1,531,846	\$1,658,749	\$1,716,006	\$57,257	3.5%	\$1,658,748	\$57,258
Telecommunications	\$1,704,878	\$1,569,095	\$1,503,329	-\$65,766	-4.2%	\$1,569,097	-\$65,768
Storm Drainage	\$201,648	\$201,648	\$198,650	-\$2,998	-1.5%	\$192,509	\$6,141
Water	\$715,327	\$726,877	\$859,787	\$132,910	18.3%	\$791,255	\$68,532
Sewer	\$786,127	\$786,127	\$787,000	\$873	0.1%	\$764,000	\$23,000
Utility Tax & Franchise Fee Revenue Subtotal	\$6,404,749	\$6,349,818	\$6,481,914	\$132,096	2.1%	\$6,402,344	\$79,570
SCL Contract Payment	\$1,829,501	\$1,829,501	\$1,754,748	-\$74,753	-4.1%	\$1,734,959	\$19,789
Gambling Tax Revenue	\$1,755,451	\$1,835,982	\$1,875,675	\$39,693	2.2%	\$2,057,956	-\$182,281
Development Revenue	\$1,174,208	\$1,241,258	\$1,481,993	\$240,735	19.4%	\$1,511,264	-\$29,271
Park and Recreation Revenue	\$1,511,160	\$1,522,033	\$1,565,768	\$43,735	2.9%	\$1,515,972	\$49,796
Intergovernmental Revenue	\$906,181	\$871,589	\$895,173	\$23,584	2.7%	\$961,250	-\$66,077
Grant Revenue	\$543,016	\$578,614	\$430,479	-\$148,135	-25.6%	\$322,438	\$108,041
Fines and Licenses	\$887,245	\$880,464	\$704,386	-\$176,078	-20.0%	\$936,518	-\$232,132
Miscellaneous Revenue	\$419,910	\$463,356	\$462,068	-\$1,288	-0.3%	\$424,046	\$38,022
Interest Income	\$30,000	\$30,000	\$47,112	\$17,112	57.0%	\$55,656	-\$8,544
Operating Transfers In	\$946,045	\$946,045	\$946,044	-\$1	0.0%	\$999,088	-\$53,044
Total General Fund Revenue	\$35,414,371	\$34,125,536	\$34,819,507	\$693,971	2.0%	\$35,051,267	-\$231,760

# **GENERAL FUND REVENUE ANALYSIS:**

# **TOTAL GENERAL FUND REVENUE**

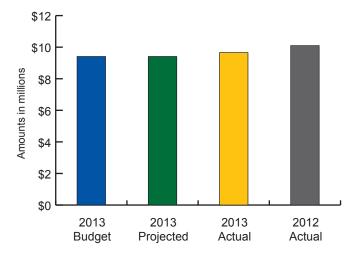


2013 Budget	\$35,414,371
2013 Projected Revenue	\$34,125,536
2013 Actual Revenue	\$34,819,507
Annual \$ Variance	\$693,971
Annual % Variance	2.0%
2012 Actual Revenue	\$35,051,267
\$ Change from 2012	-\$231,760
% Change from 2012	-0.7%

Total General Fund revenue received during 2013 totaled \$34,819,507, is above the revised projection by \$693,971, 2.0%, and reflects a year-over-year decrease of \$231,760, or 0.7%. The following highlights the most important details of this report:

- The Property Tax Levy was lower in 2013 as a result of a 5.0% drop in the assessed valuation.
- · There is a higher-than-anticipated level of sales tax activity, mostly attributable to strong growth in new car sales and in the construction sector.
- · Utility Tax & Franchise Fee Revenue sources are ahead of projections mostly due to higher than anticipated franchise fees from water.
- Development revenue continued to exceed projections due to both one-time major construction projects and growth in new residential construction and remodels.
- The end of taxable gambling activity at Drift on Inn is the primary factor behind the negative variance from the year-ago level for Gambling Tax revenue.
- · In the Fines and Licenses category, District Court revenues were lower-than-anticipated as court filings dropped from the year-ago level.

# **PROPERTY TAX**



2013 Budget	\$9,409,277
2013 Projected Revenue	\$9,409,277
2013 Actual Revenue	\$9,654,835
Annual \$ Variance	\$245,558
Annual % Variance	2.6%
2012 Actual Revenue	\$10,096,971
\$ Change from 2012	-\$442,136
% Change from 2012	-4.4%

Property Tax receipts, in the amount of \$9,654,835, are higher than the projection by \$245,558, or 2.6%, but 4.4% less than those collected during the same period in 2012. The final 2013 property tax levy increased by \$68,066 over the projected amount. The City has received \$167,963 in delinquent taxes from previous years that were not factored into the budget.

2012 Budget

# \$700,000 Projected Actual \$600,000 \$500,000 \$100,000 \$100,000 \$12/12 1/13 2/13 3/13 4/13 5/13 6/13 7/13 8/13 9/13 10/13 11/13

2013 Budget		\$6,574,800
2013 Projected Budget		\$6,995,820
Sales tax revenue: De	ecember 2012 - Nov	ember 2013
Sales Activity	Projected	Actual
December 2012	\$684,583	\$695,645
January 2013	\$522,314	\$547,817
February 2013	\$489,065	\$561,895
March 2013	\$583,659	\$587,503
April 2013	\$542,277	\$596,554
May 2013	\$563,114	\$612,901
June 2013	\$613,247	\$620,742
July 2013	\$662,504	\$697,475
August 2013	\$586,021	\$610,976
September 2013	\$629,350	\$631,154
October 2013	\$573,182	\$598,396
November 2013	\$546,505	\$575,747
Year to date	\$6,995,820	\$7,336,805
\$ Variance		\$340,985
% Variance		4.9%

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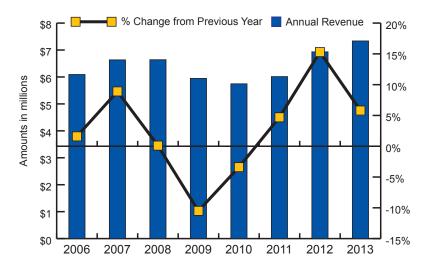
Sales tax receipts for the year, which reflect activity from December 2012 through November 2013, total \$7,336,805 and are above the revised projection by \$340,985, or 4.9%, and the year-ago level by \$403,931, or 5.8%. Both variances continue to be attributable to one-time projects in the construction sector, strong growth in new car sales in the retail trade sector, and increases in the construction of single-family residences and residential remodels.

The revised year-end projection for the Retail Trade Sector totals \$4,320,370 . Receipts are higher than the revised projection by \$47,133, or 1.1%, and the year-ago level by \$255,777, or 6.2%. Leading this upward sales tax trend when compared with 2012 are new car dealers (+13.8%), building material and garden stores (+11.8%), and general merchandise stores (+2.2%). Approximately 32.0% of the total sales tax receipts come from new car dealers and general merchandise stores.

Receipts for the Construction Sector are slightly higher as compared to the same period of 2012. The majority of the receipts have come from one-time activity and it is important to note that large one-time projects in the Construction Sector are coming to an end. Of the amount collected so far this year, \$578,633, or 43.6%, is attributable to one-time activity. Of the \$1,315,397 collected through November 2012, \$778,106, or 59.2%, was attributable to one-time activity. Removing one-time activity from the calculation reveals a more relevant year-over-year increase of 39.2%.

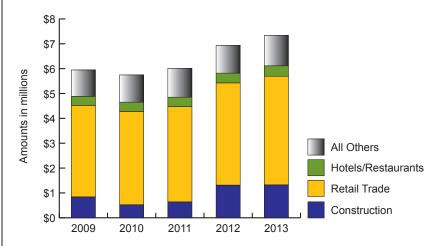
The tables on the following page help illustrate the performance of various sectors. The first table presents a condensed view of the four primary categories of Construction; Retail Trade; Hotels and Restaurants; and, All Others. The second table presents a breakdown of the Retail Trade category and highlights specific industry economic performance in comparison to previous years.

# Annual Sales Tax Revenue Comparison



Annual Sales Tax Revenue Comparison						
Year	Annual Revenue	% Change from Previous Year				
2006	\$6,091,545	1.6%				
2007	\$6,635,052	8.9%				
2008	\$6,640,320	0.1%				
2009	\$5,946,181	-10.5%				
2010	\$5,745,755	-3.4%				
2011	\$6,014,244	4.7%				
2012	\$6,932,874	15.3%				
2013	\$7,336,805	5.8%				

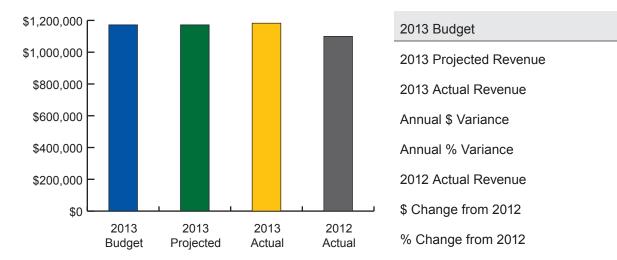
# **SALES TAX BY CATEGORY**



RETAIL SECTOR	2009	2010	2011	2012	2013
Construction	843,240	528,762	642,326	1,315,397	\$1,326,775
Retail Trade	3,678,181	3,748,091	3,829,648	4,111,726	\$4,367,503
Hotel and Restaurant	366,269	373,794	379,096	390,912	\$420,096
All Others	1,058,491	1,095,108	1,163,173	1,114,839	\$1,222,431
Total	\$5,946,181	\$5,745,755	\$6,014,244	\$6,932,874	\$7,336,805
\$ Variance to previous year	-694,439	-200,426	268,489	918,630	\$403,931
% Variance to previous year	-10.5%	-3.4%	4.7%	15.3%	5.8%

SALES TAX BY CATEGORY									
Retail Trade	2009 Dec-Nov	2010 Dec-Nov	2010 v. 2009 \$ Variance	2011 Dec-Nov	2011 v. 2010 \$ Variance	2012 Dec-Nov	2012 v. 2011 \$ Variance	2013 Dec-Nov	2013 v. 2012 \$ Variance
Motor Vehicle/Parts Dealer	\$816,328	\$830,699	\$14,371	\$886,376	\$55,677	\$1,016,944	\$130,568	\$1,126,163	\$109,219
Furniture, Home Furnishings	\$36,959	\$51,290	\$14,331	\$54,955	\$3,665	\$52,391	-\$2,564	\$56,861	\$4,470
Electronics and Appliances	\$70,266	\$82,643	\$12,377	\$86,164	\$3,521	\$89,633	\$3,469	\$92,316	\$2,683
Building Materials, Garden	\$563,297	\$566,978	\$3,681	\$568,887	\$1,909	\$594,639	\$25,752	\$665,036	\$70,397
Food and Beverage Stores	\$276,246	\$266,587	-\$9,659	\$255,851	-\$10,736	\$263,322	\$7,471	\$261,984	-\$1,338
Health/Personal Care Store	\$124,382	\$127,731	\$3,349	\$127,062	-\$669	\$148,724	\$21,662	\$161,275	\$12,551
Gasoline Stations	\$63,110	\$68,173	\$5,063	\$70,763	\$2,590	\$73,646	\$2,883	\$74,774	\$1,128
Clothing and Accessories	\$26,143	\$29,806	\$3,663	\$36,724	\$6,918	\$44,684	\$7,960	\$46,099	\$1,415
Sporting Goods, Hobby, Books	\$85,278	\$80,967	-\$4,311	\$79,641	-\$1,326	\$75,232	-\$4,409	\$80,310	\$5,078
General Merchandise Stores	\$1,295,736	\$1,314,807	\$19,071	\$1,306,756	-\$8,051	\$1,375,538	\$68,782	\$1,406,042	\$30,504
Miscellaneous Store Retailers	\$248,464	\$242,941	-\$5,523	\$254,677	\$11,736	\$255,055	\$378	\$251,155	-\$3,900
Nonstore Retailers	\$71,972	\$85,469	\$13,497	\$101,792	\$16,323	\$121,918	\$20,126	\$145,488	\$23,570
Total Revenue	\$3,678,181	\$3,748,091	\$69,910	\$3,829,648	\$81,557	\$4,111,726	\$282,078	\$4,367,503	\$255,777

# LOCAL CRIMINAL JUSTICE SALES TAX



Local Criminal Justice Sales Tax receipts, in the amount of \$1,182,507, are \$10,728, or 0.9%, more than the projection and \$82,576, or 7.5%, above the year-ago level.

In contrast to the increase in Sales Tax receipts noted above, Local Criminal Justice Sales Tax receipts exhibited a year-over-year increase of 7.5%. The result for Local Criminal Justice Sales Tax receipts is not commensurate with the result for Sales Tax receipts because the distribution of Local Criminal Justice Sales Tax is based on the city's population and the amount of sales tax collected throughout all of King County. This continues to be an indication that sales tax activity is recovering within King County.

\$1,171,779

\$1,171,779

\$1,182,507

\$1,099,931

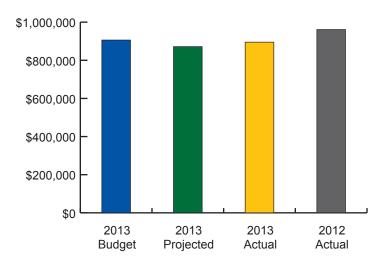
\$82,576

7.5%

\$10,728

0.9%

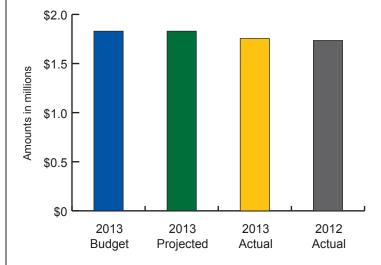
# INTERGOVERNMENTAL REVENUE



2013 Budget	\$906,181
2013 Projected Revenue	\$871,589
2013 Actual Revenue	\$895,173
Annual \$ Variance	\$23,584
Annual % Variance	2.7%
2012 Actual Revenue	\$961,250
\$ Change from 2012	-\$66,077
% Change from 2012	-6.9%

Intergovernmental revenue sources are comprised primarily of funding for criminal justice programs, liquor excise tax, and liquor board profits. Receipts, in the amount of \$895,173, are \$23,584, or 2.7%, more than the revised projection. Distributions of the liquor excise tax during the year exceeded revised projections by \$20,238. Receipts are \$66,077, or 6.9%, lower than the year-ago level. This reflects the adoption of the state's 2013-2015 budget, which reduced the share of the liquor taxes going to the liquor excise tax fund by 50% by increasing the share deposited into the state general fund.

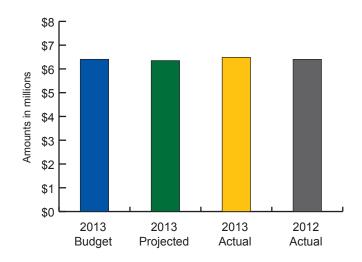
# SEATTLE CITY LIGHT CONTRACT PAYMENT



2013 Budget	\$1,829,501
2013 Projected Revenue	\$1,829,501
2013 Actual Revenue	\$1,754,748
Annual \$ Variance	-\$74,753
Annual % Variance	-4.1%
2012 Actual Revenue	\$1,734,959
\$ Change from 2012	\$19,789
% Change from 2012	1.1%

Receipts for 2013, in the amount of \$1,754,748, are \$74,753, or 4.1%, less than the projection of \$1,829,501 but \$19,789, or 1.1%, higher than the year-ago level. The 2013 budget was based on applying a 1.6% rate increase onto the 2012 estimate of \$1,800,690. Collections for 2012 totaled \$1,734,959 which was \$65,731 under estimates. Projections for 2013 should have been reduced to reflect the lower 2012 collections.

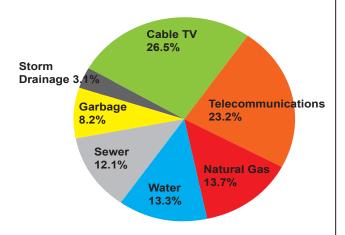
# **UTILITY TAX AND FRANCHISE FEE**



Overall Utility Tax and Franchise Fee receipts, in the amount of \$6,481,914, are \$132,096, or 2.1%, more than the revised projection and exhibit a year-over-year increase of \$79,570, or 1.2%.

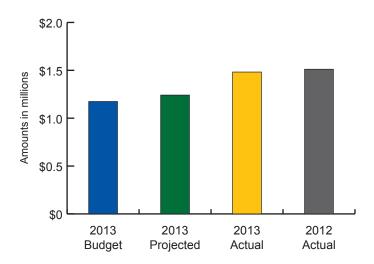
Natural gas tax receipts are slightly behind the projection by \$4,337, or 0.5%, and behind 2012 collections by \$38,830, or 4.2%. The projection factored in a warmer first quarter for 2013 as compared to 2012. Cable television tax receipts are ahead of the revised projection by \$57,257, or 3.5%, and 2012 collections by \$57,258, or 3.5%. Water franchise fee receipts are ahead of the revised projection by \$132,910, or 18.3%, and 2012 collections by \$68,532, or 8.7%. This positive variance is mostly attributable to higher rate increases by North City Water District and higher consumption than originally expected due to an unusually dry summer after the 2013 projection was developed. Telecommunications tax receipts are \$65,766, or 4.2%, behind the projection and down from 2012 collections. This category has continued to decline over the past few years as customers continue to switch from land lines to cellular service.

2013 Budget	\$6,404,749
2013 Projected Revenue	\$6,349,818
2013 Actual Revenue	\$6,481,914
Annual \$ Variance	\$132,096
Annual % Variance	2.1%
2012 Actual Revenue	\$6,402,344
\$ Change from 2012	\$79,570
% Change from 2012	1.2%



Revenue Source	2013 Budget	2013 Projected Revenue	2013 Actual Revenue	<b>\$ Variance</b> Actual v. Projected	% Variance Actual v. Projected	2012 Actual Revenue	% of Utility Revenue Total
Natural gas	\$966,946	\$889,590	\$885,253	-\$4,337	-0.5%	\$924,083	13.7%
Garbage	\$497,977	\$517,732	\$531,889	\$14,157	2.7%	\$502,652	8.2%
Cable TV	\$1,531,846	\$1,658,749	\$1,716,006	\$57,257	3.5%	\$1,658,748	26.5%
Telecommunications	\$1,704,878	\$1,569,095	\$1,503,329	-\$65,766	-4.2%	\$1,569,097	23.2%
Storm Drainage	\$201,648	\$201,648	\$198,650	-\$2,998	-1.5%	\$192,509	3.1%
Water	\$715,327	\$726,877	\$859,787	\$132,910	18.3%	\$791,255	13.3%
Sewer	\$786,127	\$786,127	\$787,000	\$873	0.1%	\$764,000	12.1%
Utility Tax and Franchise Fee Revenue Subtotal	\$6,404,749	\$6,349,818	\$6,481,914	\$132,096	2.1%	\$6,402,344	100.0%

# **DEVELOPMENT REVENUE**

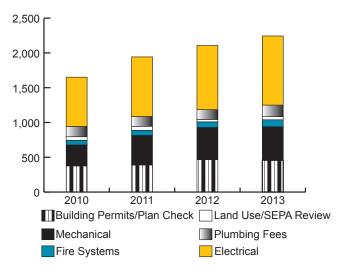


2013 Budget	\$1,174,208
2013 Projected Revenue	\$1,241,258
2013 Actual Revenue	\$1,481,993
\$ Variance	\$240,735
% Variance	19.4%
2012 Actual Revenue	\$1,511,264
\$ Change from 2012	-\$29,271
% Change from 2012	-1.9%

The projection for development revenue receipts was increased from the budget of \$1,174,208 to \$1,241,258, primarily due to increased right-of-way activity but did not anticipate the amount of one-time activity that actually occurred. Total development revenue receipts, in the amount of \$1,481,993, are \$240,735, or 19.4%, more than the revised projection but exhibit a year-over-year decrease of \$29,271, or 1.9%. Approximately \$114,000 of revenue was received from one-time projects in 2013 for the high schools, North City Family Apartments and Shoreline Star Apartments projects, but a majority was for the Shoreline Star Apartments project. Removing one-time activity from the calculation reveals a more relevant increase from the projection of \$126,696, or 10.2%. The year-over-year decrease in receipts is attributable to the fact that approximately \$387,000 of revenue was received in 2012 for these same projects (mostly for the high school and North City Family Apartments projects). Removing the receipts attributable to these large projects from the calculation reveals a more relevant year-over-year increase of \$243,608, or 21.7%.

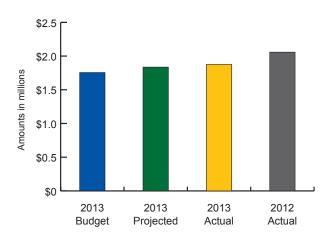
The valuation for new construction and additions/remodels for 2013 totaled \$66.8 million, comprised of 38.9% residential, 31.5% multi-family, and 29.4% commercial valuation. This 2013 valuation is 35.1% less than the year-ago level because the valuation in 2012 included Shorecrest High School (\$39.8 million) and North City Family Apartments (\$26.9 million). Removing the valuation for these one-time projects in 2012 and that for the Shoreline Star Apartments (\$16.1 million) in 2013, reveals a more relevant year-over-year increase of \$36.2 million, or 40.1%. Other large projects that were permitted in 2013 include a remodel at King County Metro Transit (\$3.9 million), as well as new construction at International Community Health Services (\$5.7 million), US Biotek (\$2.8 million), and Chuck Olson KIA (\$2.0 million).

# PERMITS BY TYPE January through December 2010–2013



PERMIT TYPE	2010	2011	2012	2013	#Variance 2013 v. 2012	%Variance 2013 v. 2012
Building Permits/ Plan Check	376	389	465	457	-8	-1.7%
Mechanical	301	425	463	481	18	3.9%
Fire Systems	66	73	81	101	20	24.7%
Land Use/ SEPA Review	52	58	35	46	11	31.4%
Plumbing	148	140	142	165	23	16.2%
Electrical	708	857	920	993	73	7.9%
Total	1,651	1,942	2,106	2,243	137	6.5%

# **GAMBLING TAX REVENUE**



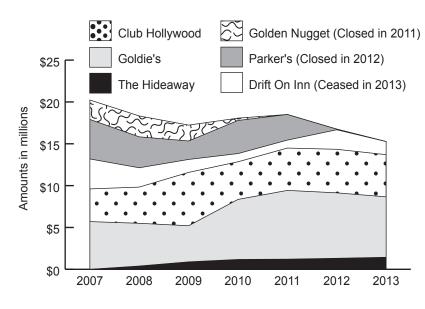
2013 Budget	\$1,755,451
2013 Projected Revenue	\$1,835,982
2013 Actual Revenue	\$1,875,675
\$ Variance	\$39,693
% Variance	2.2%
2012 Actual Revenue	\$2,057,956
\$ Change from 2012	-\$182,281
% Change from 2012	-8.9%

The year-end estimate totaling \$1,835,982 is comprised of \$1,626,265 in tax collections and \$209,717 in promissory note revenue. The projection for promissory note revenue accounts for notes with Jersey's Great Food & Spirits, Goldie's Shoreline Casino, The Hideaway and Shay's Restaurant.

Receipts total \$1,875,675 and are comprised of tax collections of \$1,651,315, which are \$25,050, or 1.5%, higher than the projection and promissory note payments of \$224,360. Total receipts are higher than the revised projection by \$39,693, or 2.2%, but lower than 2012 collections by \$182,281, or 8.9%. The end of taxable gambling activity at Drift on Inn is a common factor behind the variance from the projection and year-ago level. Staff did not factor taxes from gambling activity that occurred at the Drift on Inn before its end in late July as it was uncertain they would be paid.

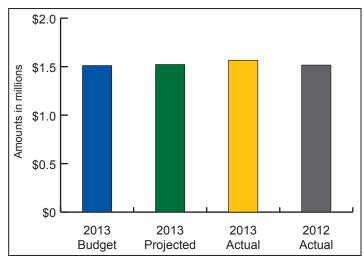
The chart below exhibits a decline in the level of card room activity in Shoreline, measured by gross receipts, due to the closure of Parker's Sports Bar & Casino in 2012 and end of taxable activity at the Drift on Inn in 2013.

# **CARD ROOM RECEIPTS 2007-2013**



Card Room Gross Receipts 2007-2013					
Year	Annual Gross	% Change from Previous Year			
	Receipts				
2007	\$20,232,133	-6.9%			
2008	\$18,326,645	-9.4%			
2009	\$17,230,142	-6.0%			
2010	\$18,065,061	4.8%			
2011	\$18,502,782	2.4%			
2012	\$16,751,880	-9.5%			
2013 Projection	\$15,078,400				
2013 Actual	\$15,265,019	-8.9%			

# PARK AND RECREATION REVENUE



2013 Budget	\$1,511,160
2013 Projected Revenue	\$1,522,033
2013 Actual Revenue	\$1,565,768
\$ Variance	\$43,735
% Variance	2.9%
2012 Actual Revenue	\$1,515,972
\$ Change from 2012	\$49,796
% Change from 2012	3.3%

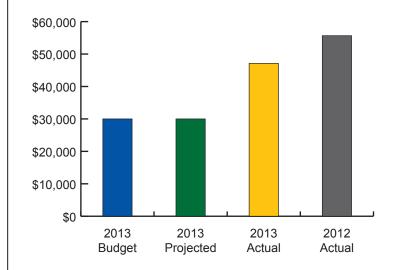
The projection for Park and Recreation revenue receipts was slightly increased from the current budget of \$1,511,160 to \$1,522,033. Total receipts, in the amount of \$1,565,768, are \$43,735, or 2.9%, more than the revised projection and exhibit a year-over-year increase of \$49,796, or 3.3%. Compared to 2012, there has been higher-than-anticipated participation in preschool arts (+38.2%) and adult health and fitness (+8.0%) classes, attendance at the summer playground (+9.9%), and rentals of the Spartan Gym (+27.1%) and athletic fields (+5.7%). The closure of the pool for part of May and June while the new boiler was being installed had a negative impact on revenues for the pool program, more than offset by increases in other categories.

#### RECREATION REVENUE BY PROGRAM

Annual Recreation Revenue by Program Area 2006-2013*							
Year	General Recreation*	General Recreation % of Total	Pool	Pool % of Total	Facility Rentals	Facility Rentals % of Total	Total Revenue
2006	\$507,651	45.9%	\$358,487	32.4%	\$240,027	21.7%	\$1,106,165
2007	\$543,568	44.3%	\$361,540	29.4%	\$322,704	26.3%	\$1,227,812
2008	\$597,402	45.4%	\$383,260	29.1%	\$334,301	25.4%	\$1,314,963
2009	\$556,951	41.2%	\$372,035	27.5%	\$423,021	31.3%	\$1,352,007
2010	\$593,454	42.8%	\$367,554	26.5%	\$423,972	30.6%	\$1,384,980
2011	\$625,368	43.0%	\$374,828	25.8%	\$455,039	31.3%	\$1,455,235
2012	\$604,705	42.6%	\$367,770	25.9%	\$446,884	31.5%	\$1,419,359
2013	\$615,758	42.5%	\$342,378	23.6%	\$489,618	33.8%	\$1,447,754
\$ Variance 2013-2012	\$11,053		-\$25,392		\$42,734		\$28,395
% Variance 2013-2012	1.8%		-6.9%		9.6%		2.0%

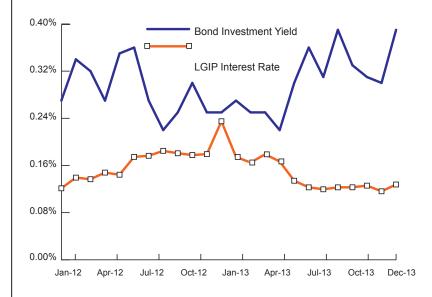
<sup>\*</sup> Excludes non-program revenue such as cell tower rental fees and special event sponsorships.

# **INVESTMENT REVENUE**



2013 Budget	\$30,000
2013 Projected Revenue	\$30,000
2013 Actual Revenue	\$47,112
\$ Variance	\$17,112
% Variance	57.0%
2012 Actual Revenue	\$55,656
\$ Change from 2012	-\$8,544
% Change from 2012	-15.4%

Interest income for 2013 totaled \$47,112 and is above the projection by \$17,112, or 57.0%. Earnings were \$8,544, or 15.4%, less than those for the same period of 2012.



Month	LGIP Interest Rate*	Bond Investment Yield
1/31/2012	0.1213%	0.2700%
2/29/2012	0.1394%	0.3400%
3/31/2012	0.1367%	0.3200%
4/30/2012	0.1479%	0.2700%
5/31/2012	0.1443%	0.3500%
6/30/2012	0.1746%	0.3600%
7/31/2012	0.1764%	0.2700%
8/31/2012	0.1848%	0.2200%
9/30/2012	0.1807%	0.2500%
10/31/2012	0.1777%	0.3000%
11/30/2012	0.1792%	0.2500%
12/31/2012	0.2350%	0.2500%
1/31/2013	0.1745%	0.2700%
2/28/2013	0.1650%	0.2500%
3/31/2013	0.1789%	0.2500%
4/30/2013	0.1669%	0.2200%
5/31/2013	0.1341%	0.3000%
6/30/2013	0.1229%	0.3600%
7/31/2013	0.1196%	0.3100%
8/31/2013	0.1229%	0.3900%
9/30/2013	0.1230%	0.3300%
10/31/2013	0.1258%	0.3100%
11/30/2013	0.1162%	0.3000%
12/31/2013	0.1277%	0.3900%
Average	0.1531%	0.2971%

\*Local Government Investment Pool

## **EXPENDITURE ANALYSIS**

## **GENERAL FUND EXPENDITURES**

General Fund departmental expenditures for 2013, in the amount of \$30,835,739, are \$1,481,832, or 4.6%, less than projected expenditures of \$32,317,571. At this time last year, expenditures were \$1,552,919, or 4.6%, below the projection. Many of the departments are again spending below the projection even though it was anticipated expenditures would come in close to the year-end projection for most departments due to tighter budgeting. The larger expenditure variances are due to the following:

- The City Manager's Office experienced salary savings from the vacancies in Deputy City Clerk and City Clerk positions for portions of the year. Communications and Economic Development did not spend all of their professional services or supplies budgets.
- The City Attorney's Office is below projections due to staff time being charged to the Aurora Corridor Improvements project and salary savings from the Assistant City Attorney vacancy for part of the year.
- Community Services is below the projection by \$86,566, or 5.5%, largely due to the timing of \$48,329 in expenditures allowable under the Emergency Management Performance Grant (EMPG) that will be carried over to 2014.
- The Administrative Services Department is below projections due to work that will continue into 2014 for the implementation of the Asset Management system and salary savings from the vacant Budget Analyst and Central Services and IT Manager positions for portions of the year. The department also had significant savings in Professional Services and Repairs & Maintenance. The department is requesting to carryover \$218,137 of unspent Asset Management funding into 2014.
- The Human Resources Department paid a higher-than-anticipated 2013 service fee for the City's participation in the AWC Workers' Compensation Retro program based on prior year experience. The department also expended unanticipated costs for temporary help to assist with administrative work, largely due to recruiting efforts related to multiple position openings.
- Parks, Recreation & Cultural Services experienced savings resulting from the cancellation of the original landscaping contract. The new contract was not awarded until later in March which resulted in contract savings for the January through March period. The closure of the pool in May and June while the new boiler was being installed created savings in salaries and benefits for extra help employees and utilities. The department has also experienced savings in operating and program supplies as well as overtime.
- In total the Criminal Justice budget is under projections. District Court and Public Defense expenditures are under projections by \$161,834 and \$10,064 respectively, but jail expenditures exceeded projections by \$118,108. The City is experiencing a higher level of jail usage activity as compared to prior years. While the number of bookings has decreased 7.4%, the number of jail housing days has increased 10.4%. The number of bookings into Snohomish County Jail decreased in November and December as bookings were limited due to capacity and overcrowding issues. This resulted in higher costs for these months as the booking and jail day rates at King County are more than double the Snohomish County rates.
- Planning & Community Development had savings due to the Administrative Assistant vacancy and had funding for the Station Area Planning project remaining which totaled \$155,000. This balance of this project funded is requested for carryover into 2014.
- Public Works' expenditures are 15.4% below the projection. A significant portion of the variance is due to several vacancies that occurred throughout the year in the Right of Way, Engineering, and Traffic Services programs. Work on the following projects will be carried over into 2014: Environmental Services' work on the review of the solid waste contract, development of the Carbon Wedge Analysis and support of the residential recycling event programs; the Transportation Planning Program's facilitation for the Point Wells Transportation Corridor Study; and, Traffic Services implementation of the Highway Safety Improvement Program (HSIP and development of a traffic management center.

Transfers from the General Fund to other funds are less than the projections. General Fund transfer to support City Hall Debt Service was reduced as real estate excise tax collections exceeded projections in the General Capital Fund. General Fund expenditures by departments, including transfers out, of \$33,424,382, are below the projection by \$1,458,187, or 4.2%. Once all of the requested carryovers are included, the variance is \$825,890 or 2.2%.

Department	2013 Budget	2013 Projected Expenditures	2013 Actual Expenditures	\$ Variance Actual v. Projected	% Variance Actual v. Projected	2012 Q4 Actual Expenditures
City Council	\$191,075	\$191,765	\$185,821	-\$5,944	-3.1%	\$186,775
City Manager's Office 1	\$2,010,639	\$1,986,698	\$1,917,014	-\$69,684	-3.5%	\$1,864,531
City Attorney	\$584,847	\$597,494	\$562,011	-\$35,483	-5.9%	\$564,419
Community Services <sup>2</sup>	\$1,588,231	\$1,583,336	\$1,496,770	-\$86,566	-5.5%	\$1,502,876
Administrative Services <sup>3</sup>	\$3,870,994	\$3,769,205	\$3,372,445	-\$396,760	-10.5%	\$3,213,763
Citywide	\$1,957,477	\$1,541,625	\$1,464,721	-\$76,904	-5.0%	\$1,005,921
Human Resources	\$438,751	\$434,830	\$445,127	\$10,297	2.4%	\$397,277
Police	\$10,610,317	\$10,540,562	\$10,509,624	-\$30,938	-0.3%	\$10,120,176
Criminal Justice	\$2,109,968	\$2,207,160	\$2,153,370	-\$53,790	-2.4%	\$2,106,848
Parks, Recreation and Cultural Services	\$4,995,132	\$4,979,342	\$4,757,760	-\$221,582	-4.5%	\$4,469,129
Planning and Community Development	\$2,560,379	\$2,538,657	\$2,323,144	-\$215,513	-8.5%	\$2,159,220
Public Works	\$1,948,372	\$1,946,897	\$1,647,931	-\$298,966	-15.4%	\$1,428,665
Department Expenditures	\$32,866,182	\$32,317,571	\$30,835,739	-\$1,481,832	-4.6%	\$29,019,599
Operating Transfers Out	\$2,548,191	\$2,564,998	\$2,588,643	\$23,645	0.9%	\$2,881,919
Total Expenditures	\$35,414,373	\$34,882,569	\$33,424,382	-\$1,458,187	-4.2%	\$31,901,518

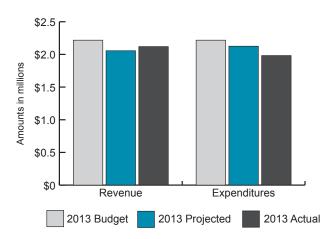
<sup>1</sup> City Manager's Office includes City Manager's Office, City Clerk, Communications, Intergovernmental Relations, Economic Development, and Property Management

<sup>2</sup> Community Services includes Neighborhoods, Customer Response Team, Emergency Management Planning, and Human Services.

<sup>3</sup> Administrative Services includes Finance, Purchasing, Information Systems and Facilities.

## OTHER FUNDS REVENUE ANALYSIS:

#### STREET FUND

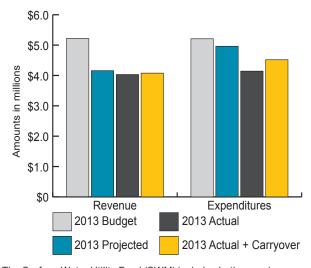


Street Fund		
	Revenue	Expenditures
2013 Budget	\$2,217,696	\$2,217,696
2013 Projected	\$2,055,941	\$2,125,451
2013 Actual	\$2,119,279	\$1,982,173
\$ Variance	\$63,338	-\$143,278
% Variance	3.1%	-6.7%

Motor vehicle fuel tax revenue receipts, in the amount of \$1,101,244, are \$9,209, or 0.8%, more than the revised projection. Investment Interest receipts for this period, in the amount of \$4,128, are \$872 less than the projection of \$5,000. In sum, Street Fund revenues, including transfers in, totaling \$2,119,279 are \$63,338, or 3.1%, above the revised projection. The General Fund transferred the original budgeted transfer to the Street Fund as there was a potential for the Street Fund to incur significant unanticipated electricity costs for streetlights and traffic signals. The funding from the General Fund that was unused remains in the Street Fund's fund balance to be used in future years to reduce the amount of General Fund subsidy.

Expenditures, including transfers out, totaling \$1,982,173 are \$143,278, or 6.7%, behind the projection. Some of the savings is from the vacancies of the Public Works Operations Manager and the Management Analyst for portions of the year. There were also significant savings in Intergovernmental Professional Services as King County Road Services were not used as originally expected.

## SURFACE WATER UTILITY FUND



Surface Water Utility Fund				
	Revenue	Expenditures		
2013 Budget	\$5,208,385	\$5,208,385		
2013 Projected	\$4,156,774	\$4,962,180		
2013 Actual	\$4,030,510	\$4,142,543		
\$ Variance	-\$126,264	-\$819,637		
% Variance	-3.0%	-16.5%		
2013 Actual + Carryover	\$4,076,663	\$4,517,777		

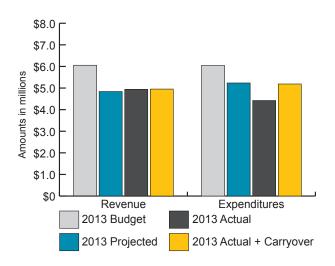
The Surface Water Utility Fund (SWM) includes both on-going operational programs and capital projects with both being reflected in the total expenditures and revenues for the fund.

Revenue receipts for 2013, in the amount of \$4,030,510, are \$126,264, or 3.0%, below the projection. Most of the revenue variance is due to capital project grant revenue not being received. Project work will continue into 2014 and the revenue is recognized as expenditures are incurred. SWM ongoing revenues include storm drainage fees and investment interest earnings. Storm Drainage Fees totaled \$3,530,160, which is \$13,289, or 0.4%, below the projection. Investment interest earnings totaled \$5,103, which is 31.1% below the projection.

Year to date expenditures in the amount of \$4,142,543 are \$819,637, or 16.5%, behind the projection. Capital project expenditures are \$514,438, or 24.0%, behind the projection. The operational side of the SWM fund finished the year \$305,200, or 13.4%, below the projection due to salary and benefit savings due to position vacancies, as well as savings in repair and maintenance costs on the City's surface water infrastructure. This fund is requesting to carryover \$375,234 to complete work on operational and capital projects.

## OTHER FUNDS REVENUE ANALYSIS (continued):

## **GENERAL CAPITAL FUND**

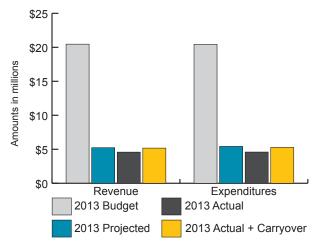


General Capital Fund					
	Revenue	Expenditures			
2013 Budget	\$6,044,435	\$6,044,435			
2013 Projected	\$4,838,945	\$5,234,796			
2013 Actual	\$4,942,454	\$4,422,611			
\$ Variance	\$103,509	-\$812,185			
% Variance	2.1%	-15.5%			
2013 Actual + Carryover	\$4,952,076	\$5,187,549			

Revenue collections for 2013 total \$4,942,454 and are ahead of the projection by \$103,509, or 2.1%. Real Estate Excise Tax (REET) collections total \$817,222 and are \$126,457, or 18.3%, above the projection. Investment earnings total \$3,935 and are \$8.8% above the projection. Receipts from the King County Trail Levy totaling \$107,410 are below the projection by \$1,590, or 1.5%. This report reflects \$3.565 million in bond financing for acquisition and improvements of the Brugger's Bog Maintenance Facility, which is now referred to as the North Maintenance Facility.

Expenditures, including transfers out, total \$4,422,611 and are \$812,185, or 15.5%, below projected expenditures. Transfers out are slightly ahead of the projection due to increased collections of REET, which is transferred to the City Hall debt service fund. This report reflects the \$2.9 million expenditure to purchase the North Maintenance Facility. Expenditures in this fund are impacted by the timing of construction schedules. The majority of the expenditure variance (\$601,000) is attributable to the improvements to be constructed at the North Maintenance Facility, which will carry over into 2014. This fund is requesting to carryover a total of \$764,938 to complete work on capital projects.

## ROADS CAPITAL FUND



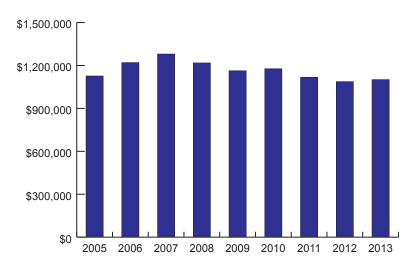
Roads Capital Fund		
	Revenue	Expenditures
2013 Budget	\$20,427,271	\$20,427,271
2013 Projected	\$5,231,618	\$5,423,693
2013 Actual	\$4,580,289	\$4,592,465
\$ Variance	-\$651,329	-\$831,228
% Variance	-12.4%	-15.3%
2013 Actual + Carryover	\$5,170,630	\$5,278,072

The Aurora Avenue project has been delayed until 2014, which is why the revenue projection was revised downward to \$5,231,618 to reflect the delay in anticipated grant and utility reimbursements which coincide with project activity. Revenue collections for 2013 totaled \$4,580,289, which was below the revised projection by \$651,329, or 12.4%. The Annual Road Surface Maintenance project received less funding from the Transportation Benefit District (TBD) than was projected due to lower than anticipated activity in the project. Revenues are received from the TBD as they are needed by the project. The projected revenue from the Real Estate Excise Tax (REET) collections totals \$817,222 and is \$126,457, or 18.3%, above the revised projection.

Expenditures total \$4,592,465 and are \$831,228, or 15.3%, below the projection. Most of the variance for expenditures is due to delayed capital project activity. This fund is requesting to carryover \$685,607 to continue work into 2014 on several projects.

## **NON-GENERAL FUND REVENUE ANALYSIS:**

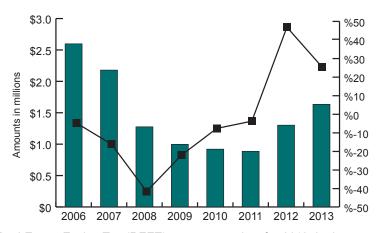
## STREET FUND FUEL TAX



Fuel Tax: Historical Annual Comparison - Street Fund				
2005	\$1,126,668			
2006	\$1,220,213			
2007	\$1,280,096			
2008	\$1,217,850			
2009	\$1,162,565			
2010	\$1,176,559			
2011	\$1,117,297			
2012	\$1,087,126			
2013	\$1,101,244			

The Motor Vehicle Fuel Excise Tax, commonly referred to as Gas Tax, is levied by the state on a per gallon basis, distributed monthly on a per capita basis to the City of Shoreline, and placed in the Street Fund. Fuel Tax revenue receipts through the fourth quarter of 2013, in the amount of \$1,101,244, are \$9,209, or 0.8%, more than the projection and exhibit a year-over-year increase of \$14,118, or 1.3%.

## **REAL ESTATE EXCISE TAX (REET)**



Real Estate Excise Tax (REET) revenue receipts for 2013, in the amount of \$1,634,442 are \$252,912, or 18.3%, more than the revised projection and \$332,160, or 25.5%, more than receipts for the same period in 2012. In 2013 there were 150 more real estate transactions with a total value that was \$60.8 million, or 23.0%, more than the year-ago level.

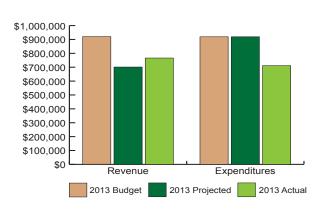
There were three more high-value (>\$1 million) single family home transactions in 2013 than 2012. The total value of high-value commercial properties was down (\$16,552,479; 42.8%) from 2012. It was reported in the 2012 Year End Financial Report that the greatest impacts to revenue collections came from the transactions that occurred during the fourth quarter. In October 2012 there was one \$16.0 million commercial transaction (the sale of the Haggen property) that is the primary reason for the negative variation.

REET: An	nual Collected 200	06-2013
		% Change from
	Revenue	Previous Year
2006	\$2,597,703	-4.7%
2007	\$2,179,332	-16.1%
2008	\$1,275,597	-41.5%
2009	\$996,805	-21.9%
2010	\$920,596	-7.6%
2011	\$886,555	-3.7%
2012	\$1,302,282	46.9%
2013	\$1,634,442	25.5%

Real Estate Excise Tax 2013	
2013 Budget	\$1,161,082
2013 Projected	\$1,381,530
2013 Actual	\$1,634,442
\$ Variance	\$252,912
% Variance	18.3%

## **OTHER FUNDS REVENUE ANALYSIS (continued):**

## TRANSPORTATION BENEFIT DISTRICT



Transportation Benefit District				
	Revenue	Expenditures		
2013 Budget	\$919,200	\$919,200		
2013 Projected	\$701,317	\$919,200		
2013 Actual	\$766,181	\$711,533		
\$ Variance	\$64,864	-\$207,667		
% Variance	9.2%	-22.6%		

The Transportation Benefit District (TBD) was created in 2009 and began operation in 2010. The TBD generates revenue via a \$20 per vehicle fee for registered vehicles in Shoreline. The revenue covers a charge from the Roads Capital Fund that is used to fund the annual road surface maintenance program.

Through all of 2013, TBD vehicle license fees totaled \$766,062, which is \$64,922, or 9.3%, ahead of the projection. Collections for the same period of 2012 totaled \$750,431. Expenditures, mostly consisting of the charge for the Annual Road Surface Maintenance program, totaled \$711,533.

## Fourth Quarter INVESTMENT REPORT December 31, 2013:

The City's investment policy adheres to strict standards prescribed by federal law, state statutes, local ordinances, and allows the City to develop an investment model to maximize its investment returns within the primary objectives of safety and liquidity.

Our yield objectives are very important and, pursuant to policy, the basis used by the City to determine whether the market yields are being achieved is through the use of a comparable benchmark. Our benchmark has been identified as the current yield to maturity of the Washington State Local Government Investment Pool, which had been the City's primary mode of investment prior to adopting our Investment Policy. As of December 31, 2013, the City's investment portfolio, excluding the State Investment Pool, had a current weighted average rate of return of 0.8334%. This is better than the State Investment Pool's current rate of return of 0.1277%. Total investment interest earnings through December were \$65,200 which exceeded the budgeted 2013 investment earnings of \$62,856.

During 2007 investment interest rates began to decline. The average yield on a two year government agency bonds was 5.34% in January 2007. At the end of 2008 this rate was down to 1.1% and by the end of 2009 the rate was 1.07%. This decline continued during 2010 as at the end of December the rate was only 0.651%. The rate at the end of December 2011 was 0.40% and the rate was 0.39% at the end of December 2013.

As of December 2013, the City's investment portfolio had a fair value of nearly \$32.135 million. Approximately 9% of the investment portfolio was held in U.S. government instrumentality securities, and 91% was held in the Washington State Investment Pool. The City's investment portfolio valued at cost as of December 31, 2013, was slightly over \$32.122 million. The difference between the cost and the market value of the portfolio represents either the loss or the gain of the portfolio if the City were to liquidate investments as of the day that the market value is stated. This would only be done if the City needed to generate cash. The City holds all of its investments until the scheduled maturity date, and therefore when the investments mature the principal market value should equal the cost of the investment. The City also holds sufficient investments within the State Pool to allow for immediate cash liquidation if needed. Investments within the State Pool can be liquidated on any given day with no penalty.

The City continued to implement a ladder philosophy in its investment portfolio over the last year. This resulted in the City being able to hold some securities at a higher interest rate during the declining interest rate environment. For example an instrument purchased in September 2013 is yielding 0.855% and will not mature until 9/27/2016. This rate of return is projected to be above the average projected rate of return from the State Pool over the same period. A laddered portfolio approach helps assure that the City will, in the long run, receive a market average rate of return.

One of the major investment instruments used in the United States and throughout the rest of the world is "mortgage-backed securities". Mortgage-backed securities are mortgages that have been sold by banks to investment banks or federally sponsored agencies such as Federal National Mortgage Association (FNMA – Fannie Mae), Federal Home Loan Mortgage Corporation (FHLMC – Freddie Mac), or Federal Home Loan Banks (FHLCB), who then rebundle the mortgages and sell them to individual investors or investors in the stock market. Mortgage-backed securities can be a fairly safe investment, if there is little risk that the mortgage borrower will default on the loan, or they can be risky investments if there is a higher risk that the borrower will default, such as the case in sub-prime mortgages. The City has purchased and currently has mortgage backed securities in its investment portfolio. This instrument has been purchased from Federal Home Loan Banks.

## **INVESTMENT REPORT** (continued):

## LGIP Cash and Investment Balances December 31, 2013

Instrument Type	CUSPID#	Broker	Settlement Date	Maturity Date	Par Value	Investment Cost	Yield To Maturity	Unrecognized Gain/(Loss)	Market Value 12/31/12
FHLB 0.375	3133834R9	ProEquities	06/26/13	06/24/16	1,000,000	986,541	0.8310%	10,042	996,583
FFCB 0.87	3133ED2Z4	ProEquities	09/27/13	09/26/16	1,000,000	1,000,450	0.8550%	2,347	1,002,797
FHLB 0.78	3130A0HZ6	Multi-BankSecurity	12/30/13	12/30/16	1,000,000	999,000	0.8140%	48	999,048
Sub Total - Investments					3,000,000	2,985,991		12,437	2,998,428
State Investment Pool						29,136,087	0.1277%		29,136,087
Total LGIP + Investments						\$32,122,078		\$12,437	\$32,134,515

 Current Average Maturity Excluding the State Investment Pool (days)
 635

 Current Weighted Average Yield to Maturity Excluding the State Pool
 0.8334%

 Current Yield to Maturity State Investment Pool
 0.1277%

 Basis Points in Excess (Below) Benchmark
 71

#### Portfolio Diversification

Instrument Type	Percentage	Amount at Market Value	Amount at Cost
FHLB 0.375	3%	996,583	986,541
FFCB 0.87	3%	1,002,797	1,000,450
FHLB 0.78	3%	999,048	999,000
State Investment Pool	91%	29,136,087	29,136,087
Total LGIP + Investments	100%	32,134,515	32,122,078

Broker	<u>Percentage</u>	Amount at Cost
ProEquities	6%	1,986,991
Multi-Bank Security	3%	999,000
State Investment Pool	91%	29,136,087
Total Investments	100%	32.122.078

Investments by Fund	Investments at Cost as of 12/31/2013	LGIP State Investment Pool as of 12/31/2013	Total LGIP + Investments at Cost by Fund as of 12/31/2013	Unrecognized Gain/ (Loss) as of 12/31/2013	Total Market Value of Investments by Fund as of 12/31/2013	Investment Earnings Budget 2013	Investment Earnings Actual 2013	Over/(Under) Budget
001 General	300,450	11,092,310	11,392,760	4,119	11,396,879	26,500	26,320	-180
101 Street	250,000	620,941	870,941	2,545	873,486	5,000	4,127	-873
107 Code Abatement	0	143,015	143,015	0	143,015	550	233	-317
108 Asset Seizure	0	129,371	129,371	0	129,371	0	173	173
109 Public Arts	0	215,810	215,810	0	215,810	500	373	-127
112 Fed Drug Enforcement	0	154,431	154,431	0	154,431	50	223	173
114 Transportation Benefit Dist.	0	211,481	211,481	0	211,481	60	118	58
115 Property Tax Equalization	0	1,054,828	1,054,828	0	1,054,828	0	1,771	1,771
116 Fed Crim Forfeit	0	1,596,470	1,596,470	0	1,596,470	0	1,737	1,737
190 Revenue Stabilization	1,599,000	3,531,907	5,130,907	0	5,130,907	0	3,112	3,112
301 General Capital	0	2,817,165	2,817,165	0	2,817,165	3,617	3,936	319
312 City Fac-Mjr Maint	0	152,810	152,810	0	152,810	834	366	-468
330 Roads Capital	0	2,850,896	2,850,896	0	2,850,896	6,243	6,890	647
401 Surface Water Utility Fund	0	3,055,277	3,055,277	0	3,055,277	7,402	5,102	-2,301
501 Vehicle Oper/Maint	0	122,502	122,502	0	122,502	250	229	-21
503 Equip Dep Replace	836,541	1,328,334	2,164,875	5,774	2,170,649	11,850	10,417	-1,433
505 Unemployment	0	58,538	58,538	0	58,538	0	76	76
Total Investments	\$2,985,991	\$29,136,087	\$32,122,078	\$12,437	\$32,134,515	\$62,856	\$65,200	\$2,344

## **CAPITAL IMPROVEMENT PLAN UPDATE**

## **General Capital Fund**

**Annual Projects and Programs** 

Project/Program	2013 Budget	2013 Actuals	2014 Budget	Progress/Comments
Parks Repair and Replacement <sup>1</sup>	\$201,654	\$165,360		2013 - New playground equipment at Saltwater Park; improvements at Sunset Park including playground equipment repairs, vegetation and site improvements.  2014 - Restroom Improvements/upgrades at Echo Lake Park and Shoreline A/B and new playground equipment at Northcrest Park.

#### **Projects Completed in 2013**

Project	2013 Budget	2013 Actuals	Total Proj Budget	Total Proj Estimate	Progress/Comments
Kruckeberg Botanic Garden <sup>1</sup>	\$19,531	\$9,882	\$1,551,332	\$1,543,771	Entry, wayfinding and interpretive signs fabricated in 2013 and installed in 2014 to complete this 2006 Park Bond Project. Small portion of grant money from King County Conservation District was not used.
City Hall	\$100,000	\$64,949	\$38,819,384	\$38,784,333	High Density Storage was installed in the City Hall Records Center. The remaining funds for City Hall have been reprogrammed to the Police Station Project.
Off Leash Dog Areas <sup>1</sup>	\$12,424	\$10,861	\$160,000	\$160,000	The east side off-leash area was opened in July 2013 to complete this 2006 Park Bond Project.

<sup>&</sup>lt;sup>1</sup> Project included in Ordinance 685, Amending the 2014 Budget for uncompleted 2013 capital projects

## **Current projects**

Project	2013 Budget	2013 Actuals	Total Proj Budget	Total Proj Estimate	Progress/Comments
Echo Lake Park Improvements <sup>1</sup>	\$50,000	\$37,274	\$347,997	\$347,997	Design is complete. Construction is expected in summer 2014.
King County Parks, Trail and Open Space Levy	NA	NA	\$355,000	\$355,000	This six year levy replacement started in 2014. Priorities and use of the levy will be determined later in 2014.
Regional Trail Signage <sup>1</sup>	\$45,000	\$41,817	\$168,491	\$168,491	The wayfinding signage strategy was adopted by the Parks Board in March 2014. The first phase of implementation and construction will begin in late summer 2014.
Richmond Beach Saltwater Park Improvements <sup>1</sup>	\$16,502	\$12,093	\$2,919,112	\$2,919,112	The remaining work at Saltwater Park includes vegetation management and monitoring as required by the project permit.
Saltwater Park Pedestrian Bridge Major Repair <sup>1</sup>	\$25,000	\$15,660	\$305,584	\$305,584	Design is underway and will be complete in 2014. Based on requirements of Burlington Northern Santa Fe and non-peak park use, construction has been shifted from 2014 to early 2015.
Sunset School Park <sup>1</sup>	\$150,000	\$141,516	\$305,000	\$305,000	2014 Phase II Park Improvements will be constructed this summer including playground and field improvements.
Trail Corridors <sup>1</sup>	\$76,408	\$66,173	\$2,684,203	\$2,684,203	This remaining balance of this 2006 Park Bond project supports the 195 <sup>th</sup> Separated Trail and other minor trail improvements.
Shoreline Pool Repair/Replacement Needs Analysis <sup>1</sup>	\$40,000	\$33,320	\$50,000	\$50,000	The Needs Analysis report is being finalized. Results will be used to inform major maintenance projects to be incorporated into the Capital Facilities Fund of the CIP.
Police Station Analysis <sup>1</sup>	\$100,000	\$38,535	\$100,000	\$100,000	The Site Analysis was completed in 2013. Additional planning and design will continue in 2014.
Police Station	NA	NA	\$3,449,876	\$5,080,000	The design of the Police Station will proceed in 2014 including acquisition of the Grease Monkey property. The budget is being refined for future discussion with Council.
Maintenance Facility <sup>1</sup>	\$3,569,931	\$2,969,019	\$3,569,931	\$3,569,931	Property was purchased in 2013. Site is being used for fueling operations. Design of maintenance facility will begin in 2014.

Project included in Ordinance 685, Amending the 2014 Budget for uncompleted 2013 capital projects 9b-23

## **Roads Capital Fund**

## **Annual Projects and Programs**

Project/Program	2013 Budget	2013 Actuals	2014 Budget	Progress/Comments
Traffic Safety Improvements <sup>1</sup>	\$282,186	\$260,954	\$130,000	2013 -Projects include restriping turn pocket on Meridian and bike lanes on N 185 <sup>th</sup> Street. 2014 - Upgrade curb ramps to ADA standards in conjunction with Highway Safety Improvement Program grant.
Annual Road Surface Maintenance	\$1,016,116	\$703,275	\$1,500,000	2013 - Overlay of N 175 <sup>th</sup> Street from I-5 to Stone; 4.6 miles of BST improvements.  2014 - Estimated 12 miles of BST improvements and 4.4 miles of preparation for support of 2015 program.
Curb ramp, gutter and sidewalk maintenance	\$152,517	\$112,275	\$152,517	2013 - Replaced sidewalks on N 175 <sup>th</sup> Street in support of overlay project. 2014 - Determining scope for repair and replacement.
Traffic Signal Rehabilitation <sup>1</sup>	\$487,829	\$258,785	\$100,000	2013 - Development of new signal timings for Aurora and Citywide; implementation of fiber optic system on Aurora as part of development of Traffic Management Center.  2014 - Implementation of signal timings and continued utilization of Traffic Management Center for improving signal operations.

## **Projects Completed in 2013**

Project	2013 Budget	2013 Actuals	Total Proj Budget	Total Proj Estimate	Progress/Comments
Briarcrest Safe Routes to School <sup>1</sup>	\$56,357	\$52,778	\$514,668	\$514,668	Construction of new sidewalk was completed early in 2013; project is in close out.
Sidewalk Priority Route	\$96,439	\$96,439	\$2,684,569	\$2,684,569	Construction of sidewalk at 15 <sup>th</sup> Avenue NE was completed in early 2013; project and program is closed out.
Aurora 185 <sup>th</sup> - 192 <sup>nd</sup>	\$73,291	\$107,086	\$16,031,632	\$16,069,927	Final payment was made to the Contractor and the project is in close out.
Aurora 165 <sup>th</sup> - 185 <sup>th 1</sup>	\$1,449,176	\$1,370,761	\$48,803,984	\$48,732,658	Contract costs were finalized with the Contractor and the project is in close out.

<sup>&</sup>lt;sup>1</sup> Project included in Ordinance 685, Amending the 2014 Budget for uncompleted 2013 capital projects

## **Current projects**

Project	2013 Budget	2013 Actuals	Total Proj Budget	Total Proj Estimate	Progress/Comments
Hidden Lake Bridge <sup>1</sup>	\$100,000	\$30,238	\$150,000	\$136,873	Study on bridge condition is nearly complete. Results indicate the bridge is not eligible for grant funding for bridge replacement or rehabilitation because the bridge is not structurally deficient. Repairs to the bridge could extend the life of the bridge for 20 or more years.
Aurora 145 <sup>th</sup> - 192 <sup>nd</sup> Safety Improvements <sup>1</sup>	\$391,867	\$57,984	\$427,117	\$427,117	Construction is underway for minor safety improvements including items such as non-slip utility lids and revisions to pedestrian signal equipment.
Aurora 192 <sup>nd</sup> - 205 <sup>th1</sup>	\$964,031	\$1,239,925	\$44,359,401	\$44,359,401	Under construction; completion anticipated in January 2016.
NE 195 <sup>th</sup> Separated Trail <sup>1</sup>	\$51,900	\$49,261	\$471,950	\$471,950	Project is at approximately 60% design. Project is being coordinated with Seattle City Light regarding relocation of transmission poles. Construction is anticipated to start late 2014 with completion in 2015.
Einstein Safe Routes to School <sup>1</sup>	\$15,000	\$5,026	\$437,900	\$437,900	Design has started on the project. Construction scheduled to start in late 2014 with completion in 2015.
Interurban Trail/Burke Gilman Connectors <sup>1</sup>	\$15,000	\$199	\$544,500	%544,500	Project is in design. Scheduled for construction in Fall 2014 with completion by the end of 2014.
25 <sup>th</sup> Avenue NE Sidewalk- 195 <sup>th</sup> - 200 <sup>th</sup>	NA	NA	\$505,000	\$505,000	Design of project will start in late 2014 with construction in 2015. The project design will be coordinated with the North City Maintenance Facility and the results of the Ballinger Creek Drainage Study.
Route Development Plan for 145 <sup>th</sup> Corridor	NA	NA	\$250,000	\$250,000	Additional discussion on the scope and objectives of this project is being scheduled with Council.
Transportation Master Plan Update <sup>1</sup>	\$19,393	\$12,537	\$333,148	\$333,148	The TMP Update was essentially completed in 2011.  However, there is on-going work regarding the implementation of Traffic Impact Fees scheduled for Council discussion in May/June 2014.

<sup>&</sup>lt;sup>1</sup> Project included in Ordinance 685, Amending the 2014 Budget for uncompleted 2013 capital projects

## **Surface Water Capital Fund**

## **Annual Projects and Programs**

Project/Program	2013 Budget	2013 Actuals	2014 Budget	Progress/Comments
Stormwater Pipe Replacement Project	\$15,000	\$9,080	\$479,000	<ul><li>2013 - Consultant selection for project design.</li><li>2014 - Priorities and design for approximately 20 sites; construction in 2014.</li></ul>
Surface Water Small Projects	\$200,000	\$60,900	\$138,538	2013 - Analysis and start of design of project that addresses drainage at NE 148 <sup>th</sup> Street between 12 <sup>th</sup> Avenue and 15 <sup>th</sup> Avenue. 2014 – Construction.
Surface Water Green Works Projects	\$180,000	\$37,186	\$342,814	Project includes design and construction rain gardens at various locations.  2013 - Design of rain gardens at 5 <sup>th</sup> Avenue NE and NE 148 <sup>th</sup> Street, and Densmore Avenue and 188 <sup>th</sup> Street.  2014 - Construction of above rain gardens; design and construction of rain gardens at two other locations.

## **Projects Completed in 2013**

Project	2013 Budget	2013 Actuals	Total Proj Budget	Total Proj Estimate	Progress/Comments
Hidden Lake Dredging <sup>1</sup>	\$175,000	\$111,711	\$175,000	\$136,920	Dredging was completed in September 2013.
Boeing Creek and Storm Creek Basin Plans	\$50,000	\$33,053	\$368,928	\$351,981	Basin Plans were completed in 2013. Priorities identified in plan are being utilized to define Stormwater Pipe Replacement Program.
Pump Station 25	\$137,881	\$138,272	\$559,409	\$559,800	Construction completed in early 2013.
North Fork Thornton Creek LID Stormwater Retrofit <sup>1</sup>	\$751,430	\$690,062	\$840,000	\$824,003	Construction completed in Fall 2013. Plant establishment will continue through 2014.
Meridian Park Wetland Drainage Improvement	\$208,000	\$271,643	\$325,424	\$365,075	Construction was completed in December 2013 except for plant establishment and monitoring, which will continue into 2014. Final costs exceeded original budget as a result of conditions encountered during construction.

<sup>&</sup>lt;sup>1</sup> Project included in Ordinance 685, Amending the 2014 Budget for uncompleted 2013 capital projects

## **Current projects**

Project	2013 Budget	2013 Actuals	Total Proj Budget	Total Proj Estimate	Progress/Comments
Ballinger Creek Drainage Study and McAleer Creek Basin Plan <sup>1</sup>	\$130,000	\$141	\$530,000	\$530,000	Basin plans will be completed in Fall 2014.
Goheen Revetment Repair and Stream Enhancement	\$99,023	\$100,399	\$400,000	\$400,000	Project is at 90% design. Final permits should be issued by May. Construction will be in August – Sept 2014.
Hidden Lake Maintenance Study	NA	NA	\$100,000	\$100,000	A consultant agreement has been executed to begin this study with completion anticipated in Fall 2014.

<sup>&</sup>lt;sup>1</sup> Project included in Ordinance 685, Amending the 2014 Budget for uncompleted 2013 capital projects

Council Meeting Date: January 14, 2014 Agenda Item: 9(c)

#### CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Discussion of Proposed Ordinance No. 687 – Amending the 2014

Salary Schedule for the Communication Program

**DEPARTMENT:** City Manager's Office

PRESENTED BY: John Norris, Assistant City Manager

**ACTION:** Ordinance Resolution Motion

X Discussion Public Hearing

#### PROBLEM/ISSUE STATEMENT:

As the City Manager's Office has a current opening for a CMO Management Analyst position, and given that one of the CMO Management Analysts has been providing communication services since 2010, staff felt it was appropriate to review how communication services are being provided for the City. After conducting this review, staff is recommending that one of the CMO Management Analysts positions be titled as a Communication Program Coordinator, with an appropriate job description, within the same salary range on the exempt salary schedule, and that the Communication Assistant position be reclassified from Range 37 to Range 39 on the non-exempt salary schedule. Proposed Ordinance No. 687 would make these amendments to Ordinance No. 678, which adopted the 2014 salary schedule as part of the 2014 budget.

#### RESOURCE/FINANCIAL IMPACT:

There is no financial impact to reclassify the CMO Management Analyst Position to a Communication Program Coordinator. However, proposed Ordinance No. 687 will have a budgetary impact in that the Communication Assistant position is proposed to move from Range 37 to Range 39 on the non-exempt salary schedule. Given that the staff person currently in this position is at Step 6 of Salary Range 37 and would continue to be at that step of the new salary range if this change is approved, the difference in the hourly wage rate would be \$1.43 per hour (Range 37, Step 6 - \$28.18 per hour; Range 39, Step 6 - \$29.61 per hour). Using 2014 wage rates, this equates to an additional \$2,967 per year. This additional cost would be paid for out of salary savings in the City Manager's Office budget for 2014, and would be budgeted as an ongoing expense in future years.

#### RECOMMENDATION

No action is required as this item is for discussion purposes only. However, when this agenda item is brought back for Council action, which is currently scheduled for April 28, staff will recommend that Council adopt proposed Ordinance No. 687 amending the 2014 salary schedule.

Approved By: City Manager **DT** City Attorney **IS** 

#### **BACKGROUND**

When former CMO Management Analyst John Norris was hired as the current Assistant City Manager earlier this year, one of the two CMO Management Analysts positions in the City Manager's Office became vacant. Prior to posting this position to fill the vacancy, the City Manager and the Assistant City Manager felt that it was important to review the work being accomplished by the two CMO Management Analysts positions. Since 2010, the other CMO Management Analyst position, which is staffed by Eric Bratton, has served as the lead position for providing communication services for the City. In working with Mr. Bratton and with the goal of aligning current job roles and duties with formal job classifications, the City Manager provided direction that one of the CMO Management Analyst positions should be reclassified to a position specifically focusing on communications. Based on this direction, staff created a new job classification not currently on the exempt salary schedule titled Communication Program Coordinator, which is in the same salary range as the CMO Management Analyst.

In addition to this proposed change, staff also used this opportunity to review the work being performed by the current Communication Assistant in the City Manager's Office. This position currently reports to the Executive Assistant position in the City Manager's Office and the position is expected to provide support to both the Communication program along with some administrative support to the office. The Communication Program presents a more comprehensive and focused approach and therefore the Communication Assistant will be tasked with additional responsibilities. Thus, staff is recommending that the Communication Assistant position be reclassified from Range 37 to Range 39 on the non-exempt salary schedule. As well, this position would now report to the Communication Program Coordinator.

Proposed Ordinance No. 687, which is attached to this staff report as Attachment A, would make these amendments to Ordinance No. 678, which adopted the 2014 salary schedule as part of the 2014 budget. Attachments B and C to this staff report provide the amended exempt and non-exempt salary schedules, respectively.

#### DISCUSSION

In proposing to reclassify the CMO Management Analyst position and adjust the salary range for the Communication Assistant, staff first looked at the job functions and responsibilities the City needs accomplished in order to have a comprehensive Communication Program. The City also looked at what duties were currently being performed. Based on this review, it was clear that while the City does provide high quality communication services, a focus on comprehensive, city-wide strategic communications would enhance the City's communication function. This would mean having the lead communications position more responsible for coordinating city-wide communication and working more with City departments to draft communication messaging, branding and materials. It also means having the Communication Program Coordinator truly responsible for the City's Communication Program with oversight from the City Manager and Assistant City Manager, rather than having communication policy direction come from the Assistant City Manager.

The current job specifications of the Communication Assistant position will also need to be updated to capture the duties that will be assigned to fulfill the scope of the Communication Program. Specifically, the current Communication Assistant job classification stated that an essential function is to "assist with graphic design and composition of media materials for City newsletter, website, social media, cable channel, city wide publications; assist in preparation and distribution of City information to media contacts."

Staff is proposing, among other edits, to have this essential function read, "Create complex graphic designs and compose media materials for City newsletter. Monitor and manage website content, manage social media accounts and the cable channel. Draft and create city wide publications; assist in preparation and distribution of City information of media contacts." Additionally, staff is also adding language to the job classification that reads, "Assist with the development and implementation of policies and procedures related to public information and community involvement programs." This assignment of a higher level of duties and responsibilities is the reason staff is proposing that this job classification move from Range 37 to Range 39.

#### **ALTERNATIVES**

The Council has two alternatives regarding proposed Ordinance No. 687. If Council adopts this ordinance, the CMO Management Analyst position will be reclassified and the Communication Program Assistant salary range will be adjusted as noted. Adoption of the ordinance will also solidify the City's Communication Program, with the Communication Assistant reporting directly to the Communication Program Coordinator.

If Council does not adopt proposed Ordinance No. 687, the CMO Management Analyst position will continue to provide communication services as is happening currently. However, the level of communication work provided will be limited by the duties performed by the Communication Assistant and the Program will need to be reduced so that it is commensurate with resources available. This will mean that some work may need to be shifted over to the CMO Management Analyst providing communication services, or that some external contract services are provided so that this work load can be accomplished.

If Council does not adopt the reclassification of the CMO Management Analyst to Communication Program Coordinator, then the reporting structure between the Communication Program Coordinator and Communication Assistant will not be established, which will diminish gains in coordination through a unified reporting structure. The City's Management Analyst positions have not typically served in a supervisory role.

#### RESOURCE/FINANCIAL IMPACT

There is no financial impact to reclassify the CMO Management Analyst Position to a Communication Program Coordinator. However, proposed Ordinance No. 687 will have a budgetary impact in that the Communication Assistant position is proposed to move from Range 37 to Range 39 on the non-exempt salary schedule. Given that the staff person currently in this position is at Step 6 of salary range and would continue to be at

that step if this change is approved, the difference in the hourly wage rate would be \$1.43 per hour (Range 37, Step 6 - \$28.18 per hour; Range 39, Step 6 - \$29.61 per hour). Using 2014 wage rates, this equates to an additional \$2,967 per year. This additional cost would be paid for out of salary savings in the City Manager's Office budget for 2014, and would be budgeted as an ongoing expense in future years.

#### **RECOMMENDATION**

No action is required as this item is for discussion purposes only. However, when this agenda item is brought back for Council action, which is currently scheduled for April 28, staff will recommend that Council adopt proposed Ordinance No. 687 amending the 2014 salary schedule.

#### **ATTACHMENTS:**

Attachment A – Proposed Ordinance No. 687

Attachment B – 2014 Amended Salary Table 01 – Exempt

Attachment C – 2014 Amended Salary Table 02 – Non-exempt

#### **ORDINANCE NO. 687**

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, AMENDING THE 2014 EXEMPT SALARY SCHEDULE AND THE 2014 ADOPTED NONEXEMPT SALARY SCHEDULE; AND AMENDING ORDINANCE NO. 678 ADOPTING THE ANNUAL BUDGET OF THE CITY OF SHORELINE FOR THE YEAR 2014

WHEREAS, the 2014 Budget was adopted by Ordinance No. 678; and

WHEREAS, the adoption of budget included the adoption and authorization of the City's exempt salary schedule for setting salaries of exempt personnel; and

WHEREAS, the City Council must approve the classifications and a salary schedule for city employees; and

WHEREAS, staff is recommending that the classification of Communication Program Coordinator be added to the 2014 salary schedule at Range 52 and the Communication Assistant position be reclassified from Range 37 to Range 39 on the non-exempt salary schedule to allow these positions to be filled for more effective operations; now therefore

## THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, DO ORDAIN AS FOLLOWS:

- **Section 1. Amending the 2014 Budget Exempt Salary Table.** *Salary Table 1 Exempt* of the 2014 Final Budget adopted in section 1 of Ordinance No. 678 is amended to include a Communication Program Coordinator at Range 52.
- **Section 2.** Amending the 2014 Budget Non Exempt Salary Table. The *Salary Table 2 Non Exempt* of the 2014 Final Budget adopted in section 1 of Ordinance No. 678 is amended to reclassify the Communication Assistant position from Range 37 to Range 39.
- **Section 3. Effective Date.** This ordinance shall take effect and be in full force five days after passage and publication of a summary consisting of the ordinance title.

#### PASSED BY THE CITY COUNCIL ON APRIL 28, 2014.

Mayor Shari Winstead	

ATTEST:	APPROVED AS TO FORM:
Jessica Simulcik Smith	Ian Sievers
City Clerk	City Attorney
Date of Publication: , 2014	
Effective Date: , 2014	

City of Shoreline Range Placement Table 2.5% Between Ranges; 4% Between Steps

Salary Table 01 - EXEMPT

Mkt Adj: 1.26% Effective: January 1, 2014

Max Range Title Salary Step 1 Step 3 Step 4 Step 5 Step 6 Step 2 Annual 19,795 20,587 21,410 22,266 24,083 23,157 21,975 22,854 2 Annual 20,317 21,130 23,768 24,719 20,782 21,613 22,477 23,377 24,312 25,284 3 Annual 4 21.304 22.156 23.043 23.964 24.923 25.920 Annual 5 21,856 25,568 22,730 23,639 24,585 26,591 Annual 6 Annual 22,407 23,303 24,235 25,205 26,213 27,262 7 22,988 23,907 24,863 25,858 26,892 27,968 Annual 8 Annual 23,568 24,511 25,491 26,511 27,571 28,674 9 Annual 24,119 25,084 26,088 27,131 28,216 29,345 28,963 10 Annual 24,758 25,748 26,778 27,849 30,122 25,339 26,352 27,406 28,502 29,642 30,828 11 Annual 12 25,977 27,016 28,097 29,221 30,389 31,605 Annual 13 26.645 27.710 28.819 29.972 31.170 32.417 Annual 27,312 28,405 29,541 30,723 31,951 33,229 14 Annual 15 Annual 27,980 29,099 30,263 31,473 32,732 34,042 16 28,705 29,854 31,048 32,290 33,581 34,924 Annual 17 Annual 29,431 30,608 31,833 33,106 34,430 35,807 32,586 18 30,128 31,333 33,889 35,245 36,655 Annual 19 Annual 30,882 32,118 33,402 34,738 36,128 37,573 20 31,666 32,933 34,250 35,620 37,045 38,526 Annual 21 Annual 32,450 33,748 35,097 36,501 37,961 39,480 22 Annual 33,291 34,623 36,008 37,448 38.946 40,504 23 Annual 34,104 35,468 36,887 38,362 39,897 41,493 24 34.975 36.374 37.829 39.342 40.915 42.552 Annual 25 35,816 37,249 38,739 40,289 41,900 43,576 Annual 26 36,716 38,185 39,712 41,301 42,953 44,671 Annual 27 Annual 37,645 39,151 40,717 42,345 44,039 45,801 28 Annual 38,603 40,147 41,753 43,423 45,160 46,966 29 39,561 44,500 46,280 Annual 41,143 42,789 48,132 30 Annual 40,547 42,169 43,856 45,610 47,435 49,332 43,226 31 41,563 44,955 46,753 48.623 50,568 Annual 32 47,928 Annual 42,608 44,313 46,085 49,846 51,839

Salary Table 01 - EXEMPT

Mkt Adj: 1.26%

Effective: January 1, 2014

Range	Title	Salary	Min Step 1	Step 2	Step 3	Step 4	Step 5	Max Step 6
33		Annual	43,682	45,429	47,247	49,136	51,102	53,146
34		Annual	44,756	46,546	48,408	50,344	52,358	54,453
35		Annual	45,859	47,693	49,601	51,585	53,648	55,794
36		Annual	47,049	48,931	50,888	52,924	55,041	57,242
37		Annual	48,181	50,108	52,112	54,197	56,365	58,619
38		Annual	49,371	51,346	53,400	55,536	57,757	60,067
39		Annual	50,619	52,644	54,750	56,939	59,217	61,586
40		Annual	51,896	53,972	56,131	58,376	60,711	63,140
41		Annual	53,202	55,330	57,543	59,845	62,239	64,729
42		Annual	54,537	56,719	58,988	61,347	63,801	66,353
43	Assistant Planner	Annual	55,901	58,138	60,463	62,882	65,397	68,013
44		Annual	57,295	59,586	61,970	64,449	67,027	69,708
45	Executive Assistant to the City Manager	Annual	58,717	61,066	63,508	66,048	68,690	71,438
46	Staff Accountant	Annual	60,168	62,575	65,078	67,681	70,388	73,204
47	Associate Planner	Annual	61,735	64,205	66,773	69,444	72,222	75,111
48	Budget Analyst Management Analyst Recreation Coordinator I	Annual	63,245	65,775	68,405	71,142	73,987	76,947
49	Parks & Rec Project Coordinator Emergency Management Coordinator Neighborhoods Coordinator	Annual	64,841	67,435	70,132	72,937	75,855	78,889
50		Annual	66,437	69,095	71,859	74,733	77,722	80,831
51	Web Developer Senior Planner	Annual	68,092	70,816	73,648	76,594	79,658	82,844
52	Customer Response Team Supervisor Development Review Engineer I Grants Coordinator Recreation Coordinator II CMO Management Analyst Senior Human Resources Analyst Senior Management Analyst Senior Budget Analyst Communication Program Coordinator	Annual	69,833	72,627	75,532	78,553	81,695	84,963
53	Network Administrator Construction Inspection Supervisor	Annual	71,575	74,438	77,415	80,512	83,732	87,082
54	PW Maintenance Supervisor	Annual	73,345	76,279	79,330	82,503	85,804	89,236
55	Capital Projects Manager I City Clerk	Annual	75,174	78,181	81,308	84,560	87,943	91,460
56	Engineer I: Traffic	Annual	77,089	80,173	83,380	86,715	90,184	93,791

Salary Table 01 - EXEMPT

Mkt Adj: 1.26%

Effective: January 1, 2014

Range	Title	Salary	Min Step 1	Step 2	Step 3	Step 4	Step 5	Max Step 6
57	GIS Specialist	Annual	79,005	82,165	85,452	88,870	92,425	96,122
58		Annual	80,979	84,218	87,587	91,090	94,734	98,523
59	Recreation Superintendent Finance Manager Capital Projects Manager II Community Services Manager Intergovernmental Prog Manager Development Review Engineer II Permit Services Manager Parks Superintendent Planning Manager Central Services Manager Structural Plans Examiner Engineer II: Traffic Engineer II: Surface Water IT Systems Analyst	Annual	83,011	86,331	89,784	93,376	97,111	100,995
60		Annual	85,071	88,474	92,013	95,694	99,521	103,502
61	Building Official	Annual	87,219	90,708	94,336	98,110	102,034	106,115
62	Assistant City Attorney Economic Development Program Mgr	Annual	89,396	92,972	96,691	100,558	104,581	108,764
63	City Traffic Engineer SW & Environmental Svcs Manager	Annual	91,602	95,266	99,077	103,040	107,161	111,448
64		Annual	93,924	97,681	101,588	105,651	109,878	114,273
65	Engineering Manager Transportation Planning Manager	Annual	96,246	100,096	104,099	108,263	112,594	117,098
66	Information Systems Manager	Annual	98,655	102,601	106,705	110,973	115,412	120,029
67		Annual	101,151	105,197	109,405	113,781	118,332	123,066
68		Annual	103,647	107,793	112,105	116,589	121,252	126,102
69		Annual	106,259	110,510	114,930	119,527	124,308	129,281
70	Human Resources Director	Annual	108,901	113,257	117,787	122,498	127,398	132,494
71	City Engineer Utility and Operations Manager	Annual	111,629	116,094	120,738	125,567	130,590	135,814
72		Annual	114,444	119,022	123,783	128,734	133,884	139,239
73		Annual	117,289	121,980	126,859	131,934	137,211	142,700
74 75	Assistant City Manager Administrative Services Director Parks, Rec & Cultural Svcs Director Planning & Community Dev Director Public Works Director City Attorney	Annual Annual	120,220	125,029 128,168	130,030 133,295	135,231 138,627	140,641 144,172	146,266 149,939

City of Shoreline Range Placement Table 2.5% Between Ranges; 4% Between Steps

> Administrative Assistant I Recreation Assistant I

32

33

Salary Table 02 - NON-EXEMPT

Mkt Adj: 1.26% Effective: January 1, 2014

Hourly Min Max Range Title Rate Step 1 Step 2 Step 3 Step 4 Step 5 Step 6 Hourly 9.52 9.90 10.29 10.71 11.13 11.58 9.77 10.16 10.56 10.99 2 Hourly 11.43 11.88 3 Hourly 9.99 10.39 10.81 11.24 11.69 12.16 Hourly 10.24 10.65 11.08 11.52 11.98 12.46 5 Hourly 10.51 10.93 11.36 11.82 12.29 12.78 6 Hourly 10.77 11.20 11.65 12.12 12.60 13.11 7 Hourly 11.05 11.49 11.95 12.43 12.93 13.45 8 Hourly 11.33 11.78 12.26 12.75 13.26 13.79 11.60 12.06 13.04 13.57 9 Hourly 12.54 14.11 10 Hourly 11.90 12.38 12.87 13.39 13.92 14.48 Hourly 12.18 12.67 13.18 13.70 14.25 14.82 11 12 Hourly 12.49 12.99 13.51 14.05 14.61 15.19 Lifequard/Instructor II 12.81 13.32 13.86 14.41 14.99 15.59 13 Hourly 14 Hourly 13.13 13.66 14.20 14.77 15.36 15.98 15 Hourly 13.45 13.99 14.55 15.13 15.74 16.37 16 Hourly 13.80 14.35 14.93 15.52 16.14 16.79 17 Hourly 14.15 14.72 15.30 15.92 16.55 17.22 14.48 15.06 15.67 16.29 16.94 17.62 18 Hourly 19 Hourly 14.85 15.44 16.06 16.70 17.37 18.06 20 Hourly 15.22 15.83 16.47 17.12 17.81 18.52 21 15.60 16.22 16.87 17.55 18.25 18.98 Hourly 22 Hourly 16.01 16.65 17.31 18.00 18.72 19.47 23 Hourly 16.40 17.05 17.73 18.44 19.18 19.95 Senior Lifeguard 16.81 17.49 18.91 19.67 24 Hourly 18.19 20.46 25 Hourly 17.22 17.91 18.62 19.37 20.14 20.95 26 Hourly 17.65 18.36 19.09 19.86 20.65 21.48 27 Hourly 18.10 18.82 19.58 20.36 21.17 22.02 19.30 20.07 20.88 22.58 28 Hourly 18.56 21.71 29 19.02 19.78 20.57 21.39 22.25 23.14 Hourly 30 Hourly 19.49 20.27 21.08 21.93 22.81 23.72 31 Teen Program Assistant Hourly 19.98 20.78 21.61 22.48 23.38 24.31

20.48

21.00

Hourly

Hourly

22.16

22.71

21.30

21.84

23.04

23.62

23.96

24.57

24.92

25.55

Salary Table 02 - NON-EXEMPT

Mkt Adj: 1.26% Effective: January 1, 2014

Range	Title	Hourly Rate	Min Step 1	Step 2	Step 3	Step 4	Step 5	Max Step 6
34	Public Works Maintenance Worker I Parks Maintenance Worker I	Hourly	21.52	22.38	23.27	24.20	25.17	26.18
35	Finance Technician Administrative Assistant II Recreation Assistant II	Hourly	22.05	22.93	23.85	24.80	25.79	26.82
36		Hourly	22.62	23.52	24.47	25.44	26.46	27.52
37	Accounts Payable/Payroll Technician Legal Assistant <del>Communication Assistant</del>	Hourly	23.16	24.09	25.05	26.06	27.10	28.18
38	Technical Assistant Facilities Maintenance Worker I	Hourly	23.74	24.69	25.67	26.70	27.77	28.88
39	Environmental Programs Assistant Payroll Officer Administrative Assistant III Recreation and Class Prog Assistant Records Coordinator Recreation Assistant III Buyer Parks Maintenance Worker II Public Works Maintenance Worker II Communication Assistant	Hourly	24.34	25.31	26.32	27.37	28.47	29.61
40	Engineering Technician	Hourly	24.95	25.95	26.99	28.07	29.19	30.36
41	Surface Water Quality Specialist	Hourly	25.58	26.60	27.67	28.77	29.92	31.12
42	Deputy City Clerk Facilities Maintenance Worker II	Hourly	26.22	27.27	28.36	29.49	30.67	31.90
43	Environmental Educator CRT Representative	Hourly	26.88	27.95	29.07	30.23	31.44	32.70
44	Senior Engineering Technician Traffic Signal Technician Senior Facilities Maintenance Worker Sr. Public Works Maintenance Worker Senior Parks Maintenance Worker	Hourly	27.55	28.65	29.79	30.98	32.22	33.51
45		Hourly	28.23	29.36	30.54	31.76	33.03	34.35
46	Code Enforcement Officer Computer Network Specialist Plans Examiner I	Hourly	28.93	30.08	31.29	32.54	33.84	35.19
47	Associate Planner Construction Inspector	Hourly	29.68	30.87	32.10	33.39	34.72	36.11
48		Hourly	30.41	31.62	32.89	34.20	35.57	36.99
49	Neighborhoods Coordinator	Hourly	31.17	32.42	33.72	35.07	36.47	37.93
50	Plans Examiner II Combination Inspector	Hourly	31.94	33.22	34.55	35.93	37.37	38.86
51		Hourly	32.74	34.05	35.41	36.82	38.30	39.83
52		Hourly	33.57	34.92	36.31	37.77	39.28	40.85
53		Hourly	34.41	35.79	37.22	38.71	40.26	41.87
54	Plans Examiner III	Hourly	35.26	36.67	38.14	39.67	41.25	42.90
55		Hourly	36.14	37.59	39.09	40.65	42.28	43.97

Salary Table 02 - NON-EXEMPT

Mkt Adj: 1.26% Effective: January 1, 2014

Range	Title	Hourly Rate	Min Step 1	Step 2	Step 3	Step 4	Step 5	Max Step 6
56		Hourly	37.06	38.54	40.09	41.69	43.36	45.09
57		Hourly	37.98	39.50	41.08	42.73	44.44	46.21
58		Hourly	38.93	40.49	42.11	43.79	45.55	47.37
59		Hourly	39.91	41.51	43.17	44.89	46.69	48.56
60		Hourly	40.90	42.54	44.24	46.01	47.85	49.76
61		Hourly	41.93	43.61	45.35	47.17	49.05	51.02
62		Hourly	42.98	44.70	46.49	48.35	50.28	52.29
63		Hourly	44.04	45.80	47.63	49.54	51.52	53.58
64		Hourly	45.16	46.96	48.84	50.79	52.83	54.94
65		Hourly	46.27	48.12	50.05	52.05	54.13	56.30
66		Hourly	47.43	49.33	51.30	53.35	55.49	57.71
67		Hourly	48.63	50.58	52.60	54.70	56.89	59.17
68		Hourly	49.83	51.82	53.90	56.05	58.29	60.63
69		Hourly	51.09	53.13	55.25	57.47	59.76	62.15
70		Hourly	52.36	54.45	56.63	58.89	61.25	63.70
71		Hourly	53.67	55.81	58.05	60.37	62.78	65.29
72		Hourly	55.02	57.22	59.51	61.89	64.37	66.94
73		Hourly	56.39	58.64	60.99	63.43	65.97	68.61
74		Hourly	57.80	60.11	62.51	65.02	67.62	70.32
75		Hourly	59.25	61.62	64.08	66.65	69.31	72.09

<b>m:</b> 9(d)

AGENDA TITLE:
Discussion of Proposed Resolution No. 344 Amending the Council Rules of Procedure

DEPARTMENT:
City Manager's Office

John Norris, CMO Management Analyst

ACTION:
Ordinance Resolution Motion

X Discussion Public Hearing

#### PROBLEM/ISSUE STATEMENT:

At the Council's February 2014 workshop, Council discussed updates and amendments to their rules of procedure. Proposed Resolution No. 344 would implement these amendments. Council also discussed 'call-in procedures', often called telephonic participation, for Council meetings. In addition to the changes proposed by the Council to the Rules of Procedure, this staff report discusses options for telephonic participation that the Council might consider.

#### RESOURCE/FINANCIAL IMPACT:

There are no resources or financial impacts in amending the Council Rules of Procedure.

#### **RECOMMENDATION:**

Staff recommends that Council discuss proposed Resolution No. 344 and provide direction on any changes or amendments to the resolution Council may have.

Approved by:	City Manager_ <b>DT</b>	City Attorney <u>IS</u>

#### **BACKGROUND**

On Saturday, February 8, 2014, the Council held a workshop to discuss various topics. One of the topics discussed was Council operations, with the majority of that discussion focusing on reviewing the Council's Rules of Procedure. The Rules of Procedure were initially adopted by Council Resolution No. 183 on February 11, 2002, and have been amended multiple times, most recently in 2012 (Resolution No. 334).

At the February 2014 workshop, staff and Council discussed multiple sections of the Rules of Procedure that staff recommended should be reviewed. Some of the identified issues had arisen when various rules were utilized in the past, while others related more to a technical clean-up of the document.

#### **DISCUSSION**

The following information highlights the sections of the Council rules that the Council reviewed and any direction provide by the Council as to the need to amend the rule. In addition to these substantive amendments, there are other minor amendments identified in proposed Resolution No. 344.

#### Section 2.2.D, Election of Mayor and Deputy Mayor

This issue arose during the recent election of the Mayor and Deputy Mayor in January of this year. Council provided direction to have this section amended so that only affirmative votes will be taken for these elections. This section also refers to a "tie vote". If only affirmative votes are being taken, a tie cannot be an achievable outcome and, therefore, Council provided direction to remove this language.

#### Section 3.2., Agenda Preparation

While Council did not discuss this proposed amendment at their February workshop, staff has added this amendment to ensure that a minority of Council cannot "re-add" an item to the agenda for which a final action has already taken place in an attempt to redeliberate the issue. Thus, this section now reads, "An item which has received final action of the Council may be placed on the agenda at a subsequent meeting by a majority vote of the Council." Therefore, an item which has received final action cannot be placed on the agenda again by an alternative method, such as by any two Councilmembers.

#### **Section 3.5.A, Agenda Preparation**

The final sentence of this section reads, "The applicable portion of the Council Agenda Planner will be appended to the meeting agenda and distributed and posted along with the agenda." This rule was more appropriate when the Council Agenda Planner was less accessible to the public. Council provided direction to remove this rule.

#### **Section 5.4.A, Community Presentation**

This section reads that an organization wanting to provide a community presentation must fill out a request form, which must be available on the City's website, in the Clerk's

Office, and also published in the Council agenda packet. Staff is not currently publishing the request form in the agenda packet, although it is available on the website and in the Clerk's Office. Council provided direction to remove the rule requirement that community group presentation request forms be published in the Council agenda packet, and also directed that the completion of the form is no longer a requirement for providing a presentation, although still encouraged.

#### **Section 5.5, Workshop Dinner Meetings**

Staff asked Council if the number of dinner meetings held each month should be expanded, and if the purpose of dinner meetings should be expanded. Council directed that the number of dinner meetings and the timing of when they occur should not be amended. However, Council did direct staff to include language that dinner meetings may also be used to conduct Council Executive Sessions. This does not change any of the required public notices or legally allowed purposes required for Executive Sessions.

#### Section 5.7, Special Meeting

Council rules currently state that Special Meetings *shall* follow the order of business for Council Business Meetings, which means that there is no flexibility for the order of business at a Special Meeting. Council directed that Special Meetings "may" follow the same order of business as a Business Meeting. Council also directed that if a consent agenda item is before the Council for the first time at a Special Meeting, that public comment does not need to be held prior to approval of the consent calendar.

#### **Section 6.1.A, Public Testimony**

The Council Rules currently provide for a reduction in minutes (from three to two minutes) if more than 15 people are signed up to speak. Council rules also provide that the total Public Comment period will be no more than 30 minutes in length. In order to provide fairness for all speakers, staff is recommending that Council rules be amended to have the reduction in speaking time from three to two minutes occur when there are more than 10 people signed up to speak. For instance, if 15 people are signed up for public comment, under current rules, if all 15 individuals use their allotted three minutes, public comment would take 45 minutes. It is not until 16 speakers ("more than 15") that the current rules allow for the reduction to two minutes. This change will help the Council manage the length of speaking time for individuals so that the Council complies with their rule that Public Comment will be no more than 30 minutes in length.

#### Section 6.1.B, Public Testimony

The first sentence of this section reads, "If during a Business Meeting an agenda item is before the Council for the first time and is not part of the consent agenda, public comment for that item will follow the staff report but precede Council review." Council provided direction that "agenda item" in this rule should be changed to "Action Item", as the intent of this rule is to hear informed public comment after staff has provided their report so that the Council can weigh this informed comment before making a final decision.

#### **Section 9.5, Council Representation**

Council provided direction that written communication drafted by a Councilmember that does not express the majority opinion of the Council does not need to be formally presented in the Council agenda packet. Rather, this content just needs to be "distributed" to the full Council.

#### Potential New Section: Call in Procedures/Telephonic Participation

At the February workshop, Council also requested staff to conduct an analysis of call-in procedures for participating in a Council meeting telephonically. To begin, staff looked at examples of council rules from other jurisdictions that contained sections on telephonic participation at Council meetings. These examples are provided in Attachment B to this staff report.

In general, where telephonic participation content was provided in other jurisdictions' rules, it was allowed under certain conditions with some common protocols. These include:

- Request to participate telephonically must be made in advance.
- Communication on both sides of the telephonic connection must be clear and audible, and the telephonic device needs to be loud enough so that everyone (Council and public) can hear the Councilmember on the phone.
- In some cases, limits were noted on the number of times in a given time frame (annually for example) that a Councilmember may participate in a Council meeting telephonically, and limits were also noted on how many Councilmembers may participate telephonically in the same meeting (i.e., cannot have two Councilmembers on the phone at the same meeting).
- In some cases, the request to participate telephonically was only granted if an
  action item before the Council could not be delayed; i.e., a Councilmember could
  not attend the meeting if the only items to be discussed at that meeting were
  discussion items.
- Some telephonic participation rules were silent on whether a Councilmember could vote (with the assumption that they could, given that the rules did not say that a Councilmember could not vote telephonically), while other rules were explicit that voting could take place; no rules precluded voting.

If Council is interested in incorporating a section in the Council Rules of Procedure that allow for telephonic participation at Council meetings, staff can work to draft a proposed rule section. At tonight's discussion, staff would like direction from Council regarding what types of protocols and allowances should be contemplated in these draft rules if in fact Council is interested in adopting a rule of this type. If Council is interested in precluding telephonic participation at Council meetings, staff can also draft a rule that would prohibit this practice.

In staff's analysis, the Council's Rule of Procedure should either allow telephonic participation, with guidelines for when this type of participation would be allowed and protocols for how it would work, or should preclude the practice all together. Currently, given that the Council Rules are silent on this issue, there is not clear direction on

whether this is an allowable practice. This was highlighted at the February workshop, where it was somewhat unclear as to whether telephonic participation had occurred before at a Shoreline Council meeting, and if so, under what circumstances.

#### **RESOURCE/FINANCIAL IMPACT**

There are no resources or financial impacts in amending the Council Rules of Procedure.

#### **RECOMMENDATION**

Staff recommends that Council discuss proposed Resolution No. 344 and provide direction on any changes or amendments to the resolution Council may have.

#### ATTACHMENTS:

Attachment A: Proposed Resolution No. 344 Exhibit A: Amended Council Rules of Procedure

Attachment B: Examples of Telephonic Participation Rules

#### **RESOLUTION NO. 344**

A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON, AMENDING COUNCIL RULES OF PROCEDURE RELATING TO COUNCIL MEETINGS

WHEREAS, Chapter 35A.12.120 RCW gives the City Council of each code city the power to set rules for conducting its business within the provisions of Title 35A RCW; and

WHEREAS, the City Council has amended its rules of procedure multiple times, most recently on October 8, 2012 by Council Resolution No. 334; and

WHEREAS, the City Council has reviewed its rules of procedure and wishes to amend various provisions of the rules; and

WHEREAS, the amendments the City Council seeks to make pertain to voting procedures, agenda preparation, community presentations, workshop dinner meetings, special meetings, public testimony, and council representation; and

WHEREAS, the City Council also desires to add a new section to the Rules of Procedures relating to council member participation by telephonic or other electronic means; and

WHEREAS, the City Council wishes to make these changes effective immediately; now therefore

THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON HEREBY RESOLVES:

**Section 1. Amendments.** The Council Rules of Procedure are amended as set forth in Exhibit A attached hereto.

#### PASSED BY THE CITY COUNCIL ON MAY 5, 2014.

ATTEST:	Shari Winstead, Mayor
Jessica Simulcik Smith City Clerk	

# RULES OF PROCEDURE Resolution No. 183

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#### Section 1. Authority.

- 1.1 These rules constitute the official rules of procedure for the Shoreline City Council. In all decisions arising from points of order, the Council shall be governed by the current edition of Robert's Rules of Order," a copy of which is maintained in the office of the Shoreline City Clerk.
- 1.2 These rules of procedure are adopted for the sole benefit of the members of the City Council to assist in the orderly conduct of Council business. These rules of procedure do not grant rights or privileges to members of the public or third parties. Failure of the City Council to adhere to these rules shall not result in any liability to the City, its officers, agents, and employees, nor shall failure to adhere to these rules result in invalidation of any Council act.

#### Section 2. Council Organization.

- 2.1 New Councilmembers shall be sworn in by a judge or the City Clerk.
- 2.2 <u>Election of Mayor and Deputy Mayor.</u>
  - A. The Council shall elect a Mayor and Deputy Mayor for a term of two years.
  - B. The motion to elect the Mayor and Deputy Mayor will be placed on the agenda of the first meeting of even-numbered years.
  - C. In the event the Mayor is unable to serve the remainder of the term, a new mayor shall be elected at the next meeting. In the event the Deputy Mayor is unable to serve the remainder of the term, a new Deputy Mayor shall be elected at the next meeting.
  - D. The election of the Mayor shall be conducted by the City Clerk. No one Councilmember may nominate more than one person for a given office until every member wishing to nominate a candidate has an opportunity to do so. Nominations do not require a second. The Clerk will repeat each nomination until all nominations have been made. When it appears that no one else wishes to make any further nominations, the Clerk will ask again for further nominations and if there are none, the Clerk will declare the nominations closed. A motion to close the nominations is not necessary. After nominations have been closed, voting for Mayor takes place in the order nominations were made. Only affirmative votes for Mayor shall be given and Councilmembers will be asked to vote by a raise of hands. As soon as one of the nominees receives a majority vote (four affirmative votes), the Clerk will declare him/her elected. No votes will be taken on the remaining nominees. A tie vote results in a failed nomination. If none of the nominees receives a majority vote, the Clerk will call for nominations again and repeat the process until a single candidate receives a majority

- vote. Upon election, the Mayor <u>will</u> conducts the election for Deputy Mayor following the same process.
- E. A super majority vote (<u>5five votes</u>) shall be required to approve a motion to remove the Mayor or Deputy Mayor from office for cause.

#### 2.3 <u>Duties of Officers.</u>

- A. The Mayor, or in his or her absence, the Deputy Mayor, shall be the Presiding Officer of the Council and perform the duties and responsibilities with regard to conduct of meetings and emergency business. In the absence of both the Mayor and the Deputy Mayor, the Council shall elect one of the members to the Council to act as a temporary Presiding Officer.
- B. It shall be the duty of the Presiding Officer to:
  - 1. Call the meeting to order.
  - 2. Keep the meeting to its order of business.
  - 3. Control discussion in an orderly manner.
    - a. Give every Councilmember who wishes an opportunity to speak when recognized by the chair.
    - b. Permit audience participation at the appropriate times.
    - c. Require all speakers to speak to the question and to observe the rules of order.
  - 4. State each motion before it is discussed and before it is voted upon.
  - 5. Put motions to a vote and announce the outcome.
- C. The Presiding Officer shall decide all questions of order, subject to the right of appeal to the Council by any member.
- D. The Presiding Officer may at his or her discretion call the Deputy Mayor or any member to take the chair so the Presiding Officer may make a motion or for other good cause yield the Chair.
- E. The Mayor shall appoint Councilmembers to boards and committees that are not otherwise specified by the National League of Cities, Association of Washington Cities, or King County/Suburban Cities Association. These include:
  - 1. Seashore Two voting members and one alternate
  - 2. Suburban Cities Association Public Issues Committee One voting member and one alternate
  - 3. Water Resource Inventory Area 8 One voting member and one alternate
- F. Ad hoc City Council subcommittees such as interview panels: prior to appointment the Mayor shall solicit interest from Councilmembers for their

preferred appointments. The Mayor shall then circulate the final appointment list to the Council at least 5 days prior to appointment. The list may be referred to the full Council pursuant to Rule 3.2 A or B.

# 2.4 Appointments to Boards and Commissions.

The Council will use the following process in managing the appointment of individuals to Boards and Commissions.

- A. In closed session, the ad hoc subcommittee of Council members gathers and reviews the applications, and determines which applicants will be interviewed.
- B. Subcommittee members inform the City Manager which applicants they plan to interview so that she/he can inform the other Council members. If any Council member feels strongly that someone not on the interview list should be interviewed, she/he may make this known to the City Manager to relay to the subcommittee.
- C. "Notice" is then given to the public that the subcommittee shall conduct interviews of the "finalists."
- D. In open public meetings, the subcommittee interviews the "finalists." Ground rules will govern the conduct of the meetings and be communicated to all participants. These ground rules will notify audience members that they will not be asked to comment during the meeting, and must not do or say anything that creates the impression that they support or oppose any candidate.
- E. In a closed meeting the subcommittee members review the findings from the interviews and reach consensus on whom to recommend that the full Council appoint.
- F. In a regular public meeting of the Council, the subcommittee's recommendations are made an agenda item and discussed by the Council. Each Councilmember will have the ability to support, oppose, or amend the list of candidates proposed by the ad hoc committee. The recommendations will not be part of the "consent agenda" to ensure a full and thorough vetting of the subcommittee's recommendations. The Council will vote to appoint new members to the board or commission.

## 2.5 Filling a Council Vacancy.

A. If a vacancy occurs in the office of Councilmember, the Council will follow the procedures outlined in RCW 42.12.070. In order to fill the vacancy with the most qualified person available until an election is held, the Council

- will widely distribute and publish a notice of the vacancy, the procedure by which the vacancy will be filled, and an application form.
- B. The Council will draw up an application form to aid the Council's selection of the new Councilmember.
- C. Those candidates selected by Council will be interviewed by the Council during a regular or special Council meeting open to the public. The order of the interviews will be determined by drawing the names; in order to make the interviews fair, applicants will be asked to remain outside the Council Chambers while other applicants are being interviewed. Applicants will be asked to answer questions posed by each Councilmember during the interview process. The interview process will be designed to be fair and consistent. Each candidate will then be allowed two (2) minutes for closing comments. Since this is not a campaign, comments and responses about other applicants will not be allowed.
- D. The Council may recess into executive session to discuss the qualifications of all candidates. Nominations, voting and selection of a person to fill the vacancy will be conducted during an open public meeting.

## Section 3. Agenda Preparation.

- 3.1 Upon direction by the City Manager, the City Clerk will prepare an agenda for each Council Meeting specifying the time and place of the meeting and setting forth a brief general description of each item to be considered by the Council. The agenda is subject to review by the Presiding Officer.
- 3.2 An item which has received final action of the Council may be placed on the agenda at a subsequent meeting by a majority vote of the Council. Any other item for a Council meeting may be placed on the agenda by any of the following methods:
  - A. Majority vote or consensus of the Council.
  - B. By any two Councilmembers, in writing or with phone confirmation, with signatures by fax allowed for confirmation of support, no later than 12:00 p.m. (noon) five (5) days prior to the meeting. The names of the requesting Councilmembers shall be set forth on the agenda.
  - C. By the City Manager.
  - D. By the Mayor or Deputy Mayor when acting in the absence of the Mayor.
- 3.3 Staff reports shall be in a standard format approved by the City Council.

- 3.4 Agenda items will be prioritized in the following order of importance: 1) items scheduled for statutory compliance; 2) advertised public hearings; 3) continued Items from a prior meeting and 34) items scheduled for convenience.
- 3.5 Ordinances scheduled for Council action will generally receive three readings (with the exception of items that have had a public hearing before the Planning Commission).
  - A. The first reading will be the scheduling of the item on the Council Agenda Planner by title or subject. If reasonably possible the item should be listed on the Agenda Planner at least two weeks prior to the second reading. The Mayor or City Manager may authorize exceptions for items of an emergency or unexpected nature requiring immediate action. The applicable portion of the Council Agenda Planner will be appended to the meeting agenda and distributed and posted along with these agenda.
  - B. The second reading will be scheduled for review and discussion by the City Council. Items of a routine nature may bypass this meeting and be scheduled directly to a Consent Calendar. In such cases Council shall by motion, waive the second reading as part of the adopting motion.
  - C. The third reading will be Council review and action at a subsequent meeting.

# Section 4. Consent Calendar.

- 4.1 The City Manager, in consultation with the Presiding Officer, shall place matters on the Consent Calendar which: (a) have been previously discussed by the Council, or (b) based on the information delivered to members of the Council, by the administration, can be reviewed by a Councilmember without further explanation, or (c) are so routine or technical in nature that passage is likely.
- 4.2 The motion to adopt the Consent Calendar shall be non-debatable and have the effect of moving to adopt all items on the Consent Calendar.
- 4.3 Since adoption of any item on the Consent Calendar implies unanimous consent, any member of the Council shall have the right to remove any item from the Consent Calendar. Councilmembers are given an opportunity to remove items from the Consent Calendar after the motion is made and seconded to approve the agenda. If any matter is withdrawn, the Presiding Officer shall place the item at an appropriate place on the agenda for deliberation at the current or future Council Meeting.

# Section 5. Council Meetings.

5.1 All Council Meetings shall comply with the requirements of the Open Meetings

- Act (RCW Section 42.30). All Business Meetings, Special Meetings, and Workshop Dinner Meetings of the Council shall be open to the public.
- 5.2 Any Council Meeting may be canceled by a majority vote or consensus of the Council. The Mayor or Deputy Mayor may cancel a Council Meeting for lack of agenda items.
- 5.3 The Council shall hold *Business Meetings* on Mondays of each week at 7:00 p.m. in the Council Chamber of the Shoreline City Hall, located at 17500 Midvale Avenue N, Shoreline, Washington. Should any meeting date occur on a legal holiday, the meeting shall be canceled. There will be no Business Meetings between December 15th and the end of the year.
  - A. <u>Order of Business for Business Meetings</u>. The order of business shall be as follows:

Business Meeting (7:00 p.m.)

- 1. Call to Order
- 2. Flag Salute, Roll Call
- 3. Report of the City Manager
- 4. Council Reports
- 5. Public Comment, as set forth in Section 6.1 except for Action Items scheduled for a Public Hearing.
- 6. Approval of the Agenda
- 7. Consent Calendar
- 8. Action Items: The following procedures shall be used:
  - a. Introduction of item by Clerk staff
  - b. Presentation by staff
  - c. Public Hearings, if any noticed (Hearings should commence at approximately 7:20 p.m.)
  - d. Council motion to move adoption of legislation
  - e. Council discussion and possible action
- 9. Study Items: The following procedure shall be used:
  - a. Staff reports
  - b. Council discussion
- 10. Executive Session, if needed
- 11. Adjournment
- 5.4. The Council shall make available at one meeting of each month, a *Community Group Presentation*. The order of business shall omit Council Report and include Community Presentations following the Consent Calendar. The intent of the presentations is to provide a means for non-profit organizations to inform the Council, staff and public about their initiatives or efforts in the community to address a specific problem or need. The presentations are available to individuals who are affiliated with a registered non-profit organization. In order to schedule the presentation, two Councilmembers under Rule 3.2B must sponsor

the request. The presentations shall be limited to 30 minutes, with approximately 15 minutes for the presentation and 15 minutes for questions. Guidelines for presentations include:

- A. Each organization or agency <u>must\_may</u> complete a request form and submit it to the Shoreline City <u>Council OfficeManager's Office</u>. The <u>blank</u> form shall be available on the <u>City's</u> web<u>site and</u>, from the City Clerk's Office, <u>and also published in the Council agenda packet</u>.
- B. For planning purposes, the presentation must be scheduled on the agenda planner at least four (4) weeks in advance of the meeting date requested.
- C. Information and sources used in the presentation should be available in hard copy or electronically for reference.
- D. Up to three (3) members of the organization are invited to participate.
- E. The presentation must support the adopted position/policy of the organization.
- F. The presentation should be more than a general promotion of the organization. The information presented should be about specific initiatives/programs or planning that the organization is doing which is relevant to Shoreline citizens and government.
- G. Presentations shall not include:
  - Discussion of ballot measures or candidates.
  - 2. Issues of a partisan or religious nature.
  - 3. Negative statements or information about other organizations, agencies or individuals.
  - 4. Commercial solicitations or endorsements.
- H. Organizations which may have alternative, controversial positions or information will be scheduled at the next available Business Meeting.
- 5.5 The Council shall hold *Workshop Dinner Meetings* on the second and fourth Monday of each month at 5:45 p.m. in the Council Conference Room (C-104) of the Shoreline City Hall, located at 17500 Midvale Avenue N, Shoreline, Washington. Should any meeting occur on a legal holiday, the meeting shall be canceled. There will be no Workshop Dinner Meetings between December 15 and the end of the year.
  - A. Workshop Dinner Meetings will be informal meetings for the purpose of meeting with other governmental agencies and officials such as the School District, utility districts, Fire District, neighboring city officials,

- regional organizations, Shoreline-Lake Forest Park Arts Council, Transit, etc., and other agencies and topics as deemed appropriate by the City Council or City Manager. Workshop Dinner Meetings may also be used by the Council to conduct Executive Sessions.
- B. No final votes may take place at Workshop Dinner Meetings, however, the Council may provide administrative direction to staff by consensus or vote. The agenda for these meetings will be appended to the Business Meeting agenda and posted and distributed in the same manner as the Business Meeting agenda.
- 5.6 The Council may hold Executive Sessions from which the public may be excluded, for those purposes set forth in RCW 42.30.110 and RCW 42.30.140. Before convening an Executive Session, the Presiding Officer shall announce the purpose of the Session and the anticipated time when the Session will be concluded. Should the Session require more time, a public announcement shall be made that the Session is being extended.
- 5.7 **Special Meetings** may be held by the Council subject to notice requirements prescribed by State law. Special Meetings may be called by the Mayor, Deputy Mayor, or any four members of the City Council by written notice delivered to each member of the Council at least twenty-four hours before the time specified for the proposed meeting. The notice of such Special Meetings shall state the subjects to, be considered, and no subject other than those specified in the notice shall be considered. The order of business for Special Meetings shall-may follow Section 5.3A. Public comment for Action Items will follow the procedure found in Section 6.2. If a Consent Agenda item is before the Council for the first time, the Presiding Officer shall inquire and take public comment on the item prior to approval of the Consent Calendar.
- 5.8 An *Emergency Meeting* is a special Council meeting called without the 24-hour notice. It deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the City Manager or the Mayor with the consent of a majority of Councilmembers. The minutes will indicate the reason for the emergency.
- 5.9 **Special Meetings and Emergency Meetings** will be at a time and place as Council directs.
- 5.10 The City shall comply with the provisions of RCW 35A.12.160. The public shall receive notice of upcoming public hearings through publication of such notice in the City's official newspaper at least ten (10) days prior to the hearing.
- 5.11 At all Council Meetings, a majority of the Council (four members) shall constitute

- a quorum for the transaction of business. In the absence of a quorum, the members present may adjourn that meeting to a later date.
- 5.12 Members of the Council may be excused from attending a City Council meeting by contacting the Mayor prior to the meeting and stating the reason for his or her inability to attend. If the member is unable to contact the Mayor, the member shall contact the City Manager, who shall convey the message to the Mayor. Following roll call, the Presiding Officer shall inform the Council of the member's absence, state the reason for such absence, and inquire if there is a motion to excuse the member. This motion shall be nondebatable. Upon passage of such motion by a majority of members present, the absent member shall be considered excused and the Clerk will make an appropriate notation in the minutes. Councilmembers who do not follow the above process will be considered unexcused and it shall be so noted in the minutes. A motion to excuse a Councilmember may be made retroactively at the next meeting.

#### 5.13 General Decorum.

- A. While the Council is in session, the Councilmembers must preserve order and decorum. A member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council, nor disrupt any member while speaking nor refuse to obey the orders of the Council or the Mayor, except as otherwise provided in these Rules.
- B. Any person making disruptive, impertinent, or slanderous remarks while addressing the Council shall be asked to leave by the Presiding Officer and barred from further audience before the Council for that meeting.
- 5.14 At all meetings except Workshop Dinner Meetings, the Mayor shall be addressed as "Mayor (surname)." The Deputy Mayor shall be addressed as "Deputy Mayor (surname)." Members of the Council shall be addressed as "Councilmember (surname)."
- 5.15 At all Meetings except Workshop Dinner Meetings, the Mayor shall sit at the center of the Council, and the Deputy Mayor shall sit at the right hand of the Mayor. Other Councilmembers are to be seated in a manner acceptable to Council. If there is a dispute, seating shall be in position order.
- 5.16 Any Councilmember shall have the right to express dissent from or protest against any ordinance or resolution of the Council and have the reason therefore entered in the minutes.
- 5.17 Motions shall be reduced to writing when required by the Presiding Officer of the Council or any member of the Council. All resolutions and ordinances shall be in writing.

- 5.18 Councilmembers should keep confidential all written materials and verbal information provided to them during Executive Sessions, to ensure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered to be exempt from disclosure under the Revised Code of Washington. If a Councilmember unintentionally discloses Executive Session discussion with another party, that Councilmember shall make full disclosure to the City Manager and/or the City Council in a timely manner.
- 5.19 Prior to commencement of discussion of a quasi-judicial item, the Chair will ask if any Councilmember has a conflict of interest or Appearance of Fairness Doctrine concern which could prohibit the Councilmember from participating in the decision-making process. If it is deemed by the Councilmember, in consultation with the City Attorney, that it is warranted, the Councilmember should step down and not participate in the Council discussion or vote on the matter. The Councilmember shall leave the Council Chambers while the matter is under consideration.
- 5.20 Council meetings shall adjourn no later than 10:00 p.m. The adjournment time established thereunder may be extended to a later time certain upon approval of a motion by a majority of the Council. Any Councilmember may call for a "Point of Order" to review agenda priorities.
- 5.21 The City Clerk or an authorized Deputy City Clerk shall attend all Council meetings. If the Clerk and the Deputy Clerk are absent from any Council meeting, the City Manager shall appoint a Clerk Pro Tempore. The minutes of the proceedings of the Council shall be kept by the City Clerk and shall constitute the official record of the Council.
- 5.22 Any City officer or employee shall have the duty when requested by the Council to attend Council Meetings and shall remain for such time as the Council may direct.

## Section 6. Public Testimony.

## 6.1 Business Meetings.

A. Members of the public may address the City Council at the beginning of any Business Meeting under "Public Comment." During the "Public Comment" portion of the meeting, individuals may speak to agenda items or any other topic except those scheduled for a public hearing. Individuals may speak for three minutes or less, depending on the number of people wishing to speak. If more than 45–10 people are signed up to speak each speaker will be allocated 2-two minutes. When representing the official position of a State registered non-profit organization or agency or a City-recognized organization, a speaker will be given 5-five minutes and it will

be recorded as the official position of that organization. Each organization shall have only one, five-minute presentation. The total public comment period under Agenda Item 5 (Public Comment) will be no more than 30 minutes. Individuals will be required to sign up prior to the start of the Public Comment period. Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed. If time remains, the Presiding Officer will call individuals wishing to speak to topics not listed on the agenda generally in the order in which they have signed. If time is available, the Presiding Officer may call for additional unsigned speakers. During election season, which starts when a candidate officially files their candidacy with the State or a county election office and runs through the election, no person may use public comment to promote or oppose any candidate for public office.

- B. If during a Business Meeting an agenda-Action item Item is before the Council for the first time and is not part of the consent agenda, public comment for that item will follow the staff report but precede Council review. Individuals may speak for three minutes or less, depending on the number of people wishing to speak. If more than 10 people are signed up to speak each speaker will be allocated two (2) minutes. When representing the official position of a State registered non-profit organization or agency or a City-recognized organization, a speaker will be given five (5) minutes and it will be recorded as the official position of that organization. Each organization shall have only one, five-minute presentation. The total public comment period for the agenda item will be no more than 20-30 minutes.
- When large numbers of people are signed up to speak on the same topic, the Mayor may request that the group(s) select a limited number of speakers to cover their view and then ask all those who agree with that position to stand at the conclusion of each presentation.
- 6.3 Public testimony authorized in Sections 6.1 and 6.2 may not include comments or information on any quasi-judicial matter pending before the City Council, or on any topic for which Council has closed the public record.
- No person shall be allowed to address the Council while it is in session without the recognition of the Presiding Officer.
- 6.5 Persons testifying shall identify themselves for the record as to name, city of residence and any organization represented.
- 6.6 An instruction notice for speakers will be available at the meeting. Speakers will be advised by the Presiding Officer that their testimony is being recorded.
- 6.7 The following rules shall be observed during any Public Hearing:

- A. Individuals will be allowed three minutes to speak. When representing the official position of a State registered non-profit organization or agency or a City-recognized organization, a speaker will be given five minutes, and it will be recorded as the official position of that organization. Each organization shall have only one five (5) minute presentation.
- B. The Presiding Officer may allow additional time for receipt of written testimony when needed.
- C. The Clerk shall be the timekeeper. Representatives of a group or organization who have not registered with the City or State prior to a meeting may request the additional two minutes if they provide the names of their board members, mission of the organization, and the action which authorizes them to speak for the organization.
- D. Prior to closing the hearing the Mayor or Deputy Mayor shall inquire if there are any additional speakers other than those that have signed up and previously spoken, and if there are they shall be allowed to testify.
- 6.8 Time cannot be donated by one speaker to another.
- 6.9 Printed forms shall be made available at all Council Meetings to allow for written testimony to Council.

#### Section 7. Motions.

- 7.1 Unless otherwise provided for by statute, ordinance, or resolution, or these Rules of Procedure, all votes shall be taken by voice, except that at the request of any Councilmember, a random roll call vote shall be taken by the City Clerk.
- 7.2 Prior to discussion of an action Action itemItem, a Councilmember should make a motion, which is seconded by another Councilmember, on the topic under discussion. If the motion is not seconded, it dies. Some motions do not require a second: nominations, withdrawal of a motion, request for a roll call vote, and point of order.
- 7.3 In case of a tie vote on any motion, the motion shall be considered lost.
- 7.4 Motions shall be clear and concise and not include arguments for the motion.
- 7.5 After a motion has been made and seconded, Councilmembers may discuss their opinions on the issue prior to the vote. If they wish to do so, they may state why they will vote for or against the motion.
- 7.6 When the Council concurs or agrees with an item that does not require a formal

- motion, the Mayor will summarize the Council's consensus at the conclusion of the discussion.
- 7.7 A motion may be withdrawn by the maker of the motion, at any time, without the consent of the Council.
- 7.8 A motion to table is nondebatable. It requires a majority to pass. If the motion to table prevails, the matter may be "taken from the table" only by adding it to the agenda of a future meeting, at which time discussion can continue. If an item is tabled, it cannot be reconsidered at the same meeting.
- 7.9 A motion to postpone to a specific time is debatable, is amendable, and may be reconsidered at the same meeting. It requires a majority to pass. The motion being postponed must be considered at a later time in the same meeting or a specific future meeting.
- 7.10 A motion to postpone indefinitely is debatable, is not amendable, and may be reconsidered at the same meeting. It requires a majority to pass. The merits of the main motion may be debated.
- 7.11 A motion to call for the question shall close debate on the main motion and is nondebatable. This motion must receive a second and fails without a two-thirds (2/3) vote. Debate is reopened if the motion fails.
- 7.12 A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.
- 7.13 When the discussion is concluded, the motion maker, Mayor, or City Clerk, shall repeat the motion prior to voting.
- 7.14 The City Council votes on the motion as restated. If the vote is unanimous, the Mayor shall state that the motion has been passed unanimously according to the number of Councilmembers present, such as "7-0" or "6-0." If the vote is not unanimous, the Mayor shall state the number of Councilmembers voting in the affirmative and the number voting in the negative and whether the motion passes or fails.
- 7.15 If a Councilmember has a conflict of interest or an appearance of fairness question under state law, the Councilmember may recuse themselves from the issue and shall leave the council chambers during discussion and voting on the issue. That Councilmember shall be considered absent when voting occurs.
- 7.16 If a member of the Council is silent on a vote, it shall be recorded as an affirmative vote. If a member of the Council abstains, it shall be recorded as an abstention and not included in the vote tally.

- 7.17 No vote may be cast by proxy.
- 7.18 Once the vote has been taken, the discussion is closed. It is not necessary for Councilmembers to justify or explain their vote. If they wish to make their positions known, this should happen during the discussion preceding the vote.
- 7.19 After the question has been decided, any Councilmember who voted in the majority may move for a reconsideration of the motion. The motion for reconsideration must be made at the same or next regular meeting.
- 7.20 The City Attorney, in consultation with the City Clerk, shall decide all questions of interpretations of these policies and procedures and other questions of a parliamentary nature which may arise at a Council meeting. All cases not provided for in these policies and procedures shall be governed by the current edition of Robert's Rules of Order. In the event of a conflict, these Council rules of procedures shall prevail.

## Section 8. Items Requiring Four Votes.

The passage of any ordinance, grant or revocation of franchise or license, any resolution for the payment of money, any approval of warrants, and any resolution for the removal of the City Manager shall require the affirmative vote of at least a majority of the whole membership of the Council (4-four votes) [RCW 35A 13.170 and 35A.12.1201].

## Section 9. Council Representation

- 9.1 Councilmembers who meet with, speak to, or otherwise appear before a community group or another governmental agency or representative must clearly state if his or her statement reflects their personal opinion or if it is the official stance of the City, or if this is the majority or minority opinion of the Council.
- 9.2 When Councilmembers represent the City or attend meetings in an official capacity as Councilmember, they must support and advocate the official City position on an issue, not a personal viewpoint.
- 9.3 Once the City Council has taken a position on an issue, all official City correspondence regarding the issue will reflect the Council's adopted position.
- 9.4 City letterhead shall not be used for correspondence of Councilmembers representing a dissenting point of view from an official Council position.
- 9.5 As a matter of courtesy, letters to the editor, or other communication of a controversial nature, which do not express the majority opinion of the Council, shall be <u>presented\_distributed</u> to the full Council in the Council agenda packet

- prior to publication so that Councilmembers may be made aware of the impending publication.
- 9.6 If the Council, in Executive Session, has given direction or consensus to City staff on proposed terms and conditions for any type of issue, all contact with the other party shall be done by the designated City staff representative handling the issue.

## Section 10. Suspension and Amendment of Rules.

- 10.1 Any provision of these rules not governed by state law or City ordinance may be temporarily suspended by a majority vote of the Council.
- 10.2 It is the intent of the City Council that the rules of procedure be periodically reviewed as needed. These rules may be amended, or new rules adopted, by a majority vote of the Council, provided that the proposed amendments or new rules shall have been distributed to Council at least one week prior to such action.

Amended by Resolution No. 196
Amended by Resolution No. 205
Amended by Resolution No. 224
Amended by Resolution No. 244
Amended by Resolution No. 255
Amended by Motion, Dec. 7, 2009
Amended by Resolution No. 295
Amended by Resolution No. 296
Amended by Resolution No. 298
Amended by Resolution No. 306
Amended by Resolution No. 310
Amended by Resolution No. 326
Amended by Resolution No. 334
Amended by Resolution No. 344

# **Examples of Other Cites Council Rule Content on Telephonic Participation**

#### City of Anacortes - Section 5.10 Meetings - Participation in Absentia.

Participation in a Council meeting, including voting, by telephone or other electronic means is allowed provided it complies with the Open Public Meetings Act and the following:

- A. A Councilmember wishing to participate in absentia must request accommodation to attend via telephone or other electronic communications by contacting the Mayor no later than one (1) full working day prior to the meeting, unless the meeting is a special meeting where the Councilmember must request participation in absentia as soon as reasonably possible.
- B. The absent Councilmember(s) participating by telephone or other electronic means must be able to hear the entire proceedings including all participants, and all participants at the meeting must be able hear the Councilmember(s) appearing by telephone or other electronic means.
- C. No Councilmember may participate in absentia more than two (2) times in any calendar year.
- D. The recording secretary shall note in the meeting minutes the participation of an absent Councilmember.

#### City of Tacoma - Telephonic Participation in Meetings.

- 1. Council Members may attend regular meetings, special meetings, study sessions and committee meetings by telephone. Only one Council Member per meeting may attend telephonically. Council Members may telephonically attend each type of meeting (plus each committee served upon) once per calendar quarter; provided, that this limitation shall not apply when a Council Member is absent for medical reasons.
- 2. Notice of telephonic attendance must be provided to the City Clerk's Office not less than forty-eight hours before the scheduled start time for the meeting. The City Clerk or designee shall immediately advise the presiding officer of the proposed telephonic participation. If more than one Council Member wishes to attend a meeting telephonically, the first Council Member to notify the City Clerk's Office shall be the one permitted to attend telephonically.
- 3. At any meeting where a Council Member is attending telephonically there shall be a telephone device that allows the voice of the Council Member on the telephone line to be heard by everyone present in the meeting room and that allows the Council Member shall identify himself or herself before speaking. The Council Member on the telephone line shall notify the others if he or she is about to disconnect from the call. A Council Member who is connected remotely to the telephone line in the meeting place shall be considered to be actually present at that meeting for the period of time he or she is so connected, and that presence shall count toward a quorum of the Council or committee for all purposes.

## City of Spokane - Rule 5.8 – Participation by Telephonic Communication.

A Councilperson may participate telephonically in all or part of a Council Meeting if:

- 1. prior approval is given by the Council President for good cause, whose approval shall not be unreasonably withheld,
- 2. all persons participating in the meeting are able to hear each other at the same time, such as by the use of speaker phone and
- 3. the Councilperson participating telephonically shall have reviewed all of the applicable material and participated in the relevant portion of the Council Meeting related to the topic to which the Councilperson is voting on.

Any technical prohibitions or difficulties that prevent all parties present at the Council Meeting from adequately communicating with one another will negate any authorization previously given by the Council President.

## City of Mukilteo - Telephonic Appearance.

Councilmembers may appear at a Council meeting via telephone under limited circumstances. Telephonic appearances are for the benefit of the City of Mukilteo and not for the benefit of an individual Councilmember. Telephonic appearances may occur as follows:

- (a) The Council President may approve a Councilmember's appearance at a Council meeting via telephone when action on a measure to be voted on cannot be delayed but rather requires immediate action or remedy *and* one or more of the following circumstances exists:
  - i. Due to fire, flood, earthquake, or other emergency, there is a need for action by a governing body to meet the emergency;
  - ii. A vote of the Council of the whole is required for action; or
  - iii. A unanimous vote of the whole Council is required for passage of a measure.
- (b) In the event that subsection H(a) of Rule 1 of the Mukilteo City Council Rules and Procedures has been satisfied and more than one Councilmember is absent, reasonable efforts shall be given to provide all absent members an opportunity to appear via telephone. In no event shall the Council President approve a Councilmember's telephonic appearance unless satisfactory equipment is available. Satisfactory equipment shall mean any telephone equipped with a speakerphone function capable of broadcasting the Councilmember's voice attending via telephone clearly and sufficiently enough to be heard by those in attendance at the meeting. The telephone must allow the Councilmember to take and answer questions as posed from time to time
- (c) During any meeting that a Councilmember is attending via telephone, the Council President or presiding officer shall state for the record that a particular Councilmember is attending via telephone and the reasons for such attendance.
- (d) Councilmembers appearing via telephone may participate and vote during the meeting as if they were physically present at the meeting.
- (e) Councilmembers appearing via telephone shall comply with all rules and procedures as if they were physically present at the meeting.

## City of Woodland, WA - Section 1.8 - Telephonic Appearance by Council Members.

- 1.8 <u>Telephonic Appearance by Council Members:</u> Council members may appear at a Council meeting via telephone under limited circumstances. Telephonic appearances are for the benefit of the City of Woodland and not for the benefit of an individual Council member. Telephonic appearances may occur as follows:
  - (a) The Mayor or presiding officer may approve a Council member's appearance at a Council meeting via telephone when action on a measure to be voted on cannot be delayed but rather requires immediate action or remedy *and* one of the following circumstances exists:
    - i. Due to fire, flood, earthquake, or;
    - City or State emergency where there is a need for action by the governing body
  - (b) In the event that subsection 1.8(a) of Section 1 of the Woodland City Council Rules and Procedures has been satisfied and more than one Council member is absent, reasonable efforts shall be given to provide all absent members an opportunity to appear via telephone. In no event shall the presiding officer approve a Council member's telephonic appearance unless satisfactory equipment is available. Satisfactory equipment shall mean any telephone equipped with a speakerphone function capable of broadcasting the Council member's voice attending via telephone clearly and sufficiently enough to be heard by those in attendance at the meeting. The telephone must allow the Council member to take and answer questions as posed from time to time.
  - (c) During any meeting that a Council member is attending via telephone, the Mayor or presiding officer shall state for the record that a particular Council member is attending via telephone and the reasons for such attendance.
  - (d) Council members appearing via telephone may participate and vote during the meeting as if they were physically present at the meeting.
  - (e) Council members appearing via telephone shall comply with all rules and procedures as if they were physically present at the meeting.

## City of Carnation - RULE 7 – Attendance, excused absences.

- (a) A Councilmember may participate in a meeting via telephone. A member that is participating via telephone is eligible to vote on matters before the Council.
- (b) A Councilmember participating via telephone will be considered "present" for purposes of attendance. The Clerk will note in the record that the member was present via telephone.
- (c) An individual Councilmember may not participate in three consecutive regular meetings via telephone.
- (d) A Councilmember participating via telephone should make every attempt to obtain the agenda packet and any presentation materials prior to the meeting.
- (e) Staff will assist any member participating via telephone to assist them in obtaining all of the materials and arranging for the telephone connection.
- (f) A Councilmember may not participate in any discussion or vote regarding quasijudicial actions via telephone. However, a Council member may listen to the discussion via telephone and participate in subsequent discussions or votes when physically present.