

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Authorizing the City Manager to sign the King County Regional Disaster Plan for Public and Private Organizations in King County, including the Omnibus Legal and Financial Agreement associated with the plan.

DEPARTMENT: City Manager's Office

PRESENTED BY: Eric C. Swansen, Senior Management Analyst 

PROBLEM/ISSUE STATEMENT:

Coordination of resources (including personnel, equipment and supplies) during a disaster is a critical part of any effective response and recovery effort. However, unless there are standard terms and agreements in place prior to a disaster, valuable time and resources may be consumed adapting our current practices to meeting the immediate needs in a disaster.

There are four basic problems encountered during any potential widespread disaster by current emergency plans adopted by cities, counties and state law.

- While cities and counties in Washington State are mandated to develop emergency management plans, there is a lack of guidance regarding what role and planning requirements are to be completed by special districts (school, water, fire, wastewater, etc.) in an emergency.
- Reporting relationships between cities and counties during a disaster are not uniform, and vary on whether or not a city has a state approved emergency plan
- Resource sharing is important during a disaster, but given the large size of King County, it is likely that one agency alone is unable to coordinate such sharing in an efficient manner.
- Formal resource sharing arrangements are lacking and do not follow the well established arrangements used by fire agencies for mutual aid.

FINANCIAL IMPACT:

While there is a financial impact indirectly associated with signing this agreement, it can not be determined because it is directly associated with a disaster or emergency.

The City's insurance carrier, operating reserves, state and federal grants typically provide funds to respond to and recover from a disaster. Depending on the nature, severity and scale of the disaster, reimbursement by federal and state funding can cover 75% of the costs. It is unknown what impact the State's current fiscal condition may have on reimbursing any major disasters in the future.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to enter into the King County Regional Disaster Plan for Public and Private Organizations in King County and the related Omnibus Legal and Financial Agreement. Staff is also seeking consensus support for the draft Shoreline Emergency Management Compact.

Approved By: City Manager _____ City Attorney _____

INTRODUCTION

Coordination of resources (including personnel, equipment and supplies) during a disaster is a critical part of any effective response and recovery effort. However, unless there are standard terms and agreements in place prior to a disaster, valuable time and resources may be consumed adapting our current practices to meeting the immediate needs in a disaster.

BACKGROUND

The City is mandated by RCW 38.52 to provide an emergency plan to guide the orderly provision of services during a disaster. In 1998, the City adopted its first Emergency Operations Plan. This plan was approved by the State Emergency Management Division in 1999, and serves as the policy basis for the City's preparedness, response and recovery efforts during a disaster.

The most critical concept in a disaster response is the speed upon which information about damage can be collected, evaluated and communicated to agencies coordinating resources. The quicker we can determine what resources we will need to respond effectively (personnel, equipment, supplies, etc.), the quicker these resources can be requested from other agencies (other cities, counties, states, the federal government, non-profits, etc.) to meet our needs. Conversely, slow responses may result in little or no resources being available, creating even more problems to solve before a recovery effort can be mounted. This plan creates a framework to enable participating agencies to coordinate resource sharing in the future.

In the past, these coordinating functions were not uniformly performed. Some cities coordinated directly through the State. Others coordinated directly through the County. In a widespread disaster, where literally hundreds of resources need to be allocated within a few critical hours, neither the State nor the County could mount an effective coordination effort. Further complicating coordination, there was no uniform method to enable sharing, largely based on liability and cost recovery concerns. The framework created by this plan calls for a multi-party legal and financial agreement to follow plan adoption which will resolve resource sharing details.

Earlier this year, the Shoreline Emergency Management Council was formed to address the issue of sharing planning information and assumptions, resources and operational policies with special districts in Shoreline.

King County also has been working to find a better response mechanism, and has been working with local agencies, cities, special service districts, non-profits (American Red Cross, etc.), and large private sector employers to craft the King County Regional Disaster Plan.

On May 20 of this year, staff shared with the Council an outline of this Regional Disaster Plan and its impact on the City. Council provided consensus support to proceed with the effort and to continue working with local partners to solve the problems outlined above.

The Regional Disaster Plan referred to an Omnibus Legal and Financial Agreement, which was not available for review on May 20. This agreement has since been reviewed by staff and is recommended for adoption.

Consistent with the concept outlined in the May 20 presentation, the City is part of a larger sub-section of the County called a zone. Our zone includes the Eastside north of I-90, Bothell, Kenmore and Lake Forest Park. Our resource sharing needs will be primarily coordinated within this zone. If additional resources are needed from outside our zone, the zone coordination center, located in Bellevue, will facilitate sharing of resources from other zones or from King County. The County will coordinate resources from other counties and the State, using a similar compact. The State will coordinate resources from other states, using a similar compact, and the federal government.

At the same time as the Regional Disaster Plan was being reviewed, staff has been working with the Emergency Management Council, comprised of representatives from local special service districts, to craft a similar agreement for local resource sharing. This draft has been created, largely modeled after the regional agreement, to ensure that local resources are shared locally using a central coordination point before they are made available to the zone or others. Simply stated, Shoreline area residents are entitled to first use of Shoreline resources before they are made available other areas. The draft Shoreline Emergency Management Compact (provided as attachment C) seeks to provide this "local first" function, but remains consistent with the Regional Plan.

ANALYSIS

There are three primary documents involved with this item. The King County Regional Disaster Plan, the Omnibus Legal and Financial Agreement and the draft Shoreline Emergency Management Compact. Each has a different purpose and role in resource sharing.

Regional Disaster Plan

The Regional Disaster Plan establishes a shared model for cooperation in an emergency in King County, seeking consensus for public agencies (cities, special service districts, King County, etc.) and private agencies (major employers). It also outlines roles and responsibilities for participating agencies in King County. The plan itself is provided as Attachment A, with the following summary outlining the roles and responsibilities.

Emergency Coordination Zones

Under the Plan, the County is divided into five Emergency Coordination Zones. These zones follow the exact boundaries of established fire coordination zones, resulting in greater familiarity and historical working relationships. Each zone has the responsibility of developing protocols to facilitate communications, resource sharing and response efforts internal to the zone. All participating agencies within the zone agree to follow these protocols. Each zone also has the responsibility to serve as an information conduit between the agencies in the zone and County or other zones. Zones also have the ability to communicate directly with the State.

Protocols from each zone will be developed with representatives from fire agencies, cities, hospitals, 911 communications providers, schools, utility providers and other agencies in that zone. These protocols will outline both policy and operational issues related to emergency response and recovery in the zone. Examples of these protocols include what costs are allocated when equipment is shared, who is responsible when equipment is damaged during a response, how the availability of resources will be communicated and coordinated, and what communications systems will be used to ensure effective communications within each zone.

Our zone, zone one, is every area north of Seattle and east of Lake Washington. This includes Bellevue, Redmond, Kirkland, Kenmore, Bothell, Kirkland and Issaquah. The City of Bellevue has taken the lead to coordinate planning for zone 1 cities. The zone also extends into largely rural areas including Skykomish, North Bend and Carnation. Seattle is a distinct zone, and South County is divided up into two zones. A map of zones is provided in Attachment A.

The Role of King County

Under the plan, the role of King County is the coordination of information and resources between the zones, and the State. While King County remains responsible for emergency response in unincorporated areas, direct response and recovery efforts to these areas will be coordinated through the emergency coordination zones. King County will also become a facilitator of training and exercise opportunities throughout the County for all agencies, reducing needless duplication of efforts by each agency or zone.

King County has also developed a disaster assistance compact for northwest counties to enable resource sharing among counties. A similar program allows resource sharing between states. This will create a uniform process to bring resources from outside our region to assist.

While King County took the lead in getting everyone to collaborate in developing this plan, it has not formally signed on as of the time this report was drafted. It is likely that King County will adopt the plan later this spring.

The Role of Cities

Cities will continue to be responsible for all response and recovery activities within their boundaries. Participating in the Regional Disaster Plan does not change the City's mandates by state law. Cities benefit from the additional level of coordination and communication that we, as members of a zone, establish. This will prevent needless duplication of efforts between cities, minimize the effort needed to enable resource sharing and ensure effective communications within the zone and up to the county, state and federal level. Simply stated, the Regional Disaster Plan streamlines the process for responding and recovering from a disaster.

This plan does not commit us to sharing any resources unless we choose to do so. A city's first and foremost responsibility lies with residents and businesses within that city; resource sharing or mutual aid is an important line of "first defense" for an emergency. Before any resources are either requested or offered, we must determine what our needs are and what resources we will need to respond. Resources are not offered to others until we are certain that they are not needed locally. However, sharing is a two-way street and the overall success of a regional response is largely dependent upon our ability to work cooperatively to share resources. Details on resource sharing, such as tracking, costs and cost accounting, liability, special operating needs, etc. will be developed as part of an Omnibus Agreement that will follow this interlocal agreement.

The Shoreline Emergency Management Council will be developing a similar compact for local agencies to participate in. This compact will ensure that all resources in the community meet the needs of agencies first, followed by the community followed by the region. This unified incident management approach will ensure that resources are managed to the greatest extent locally in a coordinated fashion, before they are made available regionally.

The plan is not a major departure from the major activities the City is already responsible for. In fact, the only thing this commits us to doing beyond what we already are doing is to coordinate with others in our zone.

To date most cities have signed on to the King County Regional Disaster Plan. These include Bellevue, Issaquah, Mercer Island and Lake Forest Park, Bothell, and Kirkland.

The Role of Private Business

For the first time, private business is being provided an opportunity to participate. This participation will include developing emergency plans consistent with local plans, communicating appropriate information about damage and resource availability, and providing resources to other agencies as available. While Shoreline has few major private sector employers, we could benefit from their participation as a resource.

Other Participating Agencies

In Shoreline, a number of special service districts have signed on to this plan, including the Shoreline School District, Shoreline Fire Department and Ronald Wastewater District. The Washington State Emergency Management Division and the King County Fire Chiefs Association have also endorsed the plan.

Omnibus Legal and Financial Agreement

The Omnibus Legal and Financial Agreement outlines standard terms and conditions for resource sharing policies outlined in the Regional Plan. These include sharing procedures, availability, costs, liability, and indemnification. It also clarifies that personnel shared with other agencies are solely eligible for work rules and benefits from the loaning agency. The borrowing agency is responsible for safety, transportation to/from the site, and housing for the loaned personnel. The agreement is provided as attachment B.

This agreement seeks to take care of the details before a disaster, making resource sharing easier to accomplish, more timely and less bureaucratic. It is entirely consistent with the Regional Disaster Plan.

Under this agreement, if the City needed resources from outside our area, we can make a request to the Zone 1 coordinating center to determine if resources are available. Resources are made available by other agencies sharing information beforehand, with requests being communicated from the requesting agency through the zone coordination center to the resource-loaning agency.

Shoreline Emergency Management Compact

The draft Shoreline Emergency Management Compact develops a framework for local cooperation, for either local or regional disasters, to share resources and expertise. One of the critical goals would be to ensure that local resources are not made available regionally until it has been determined that there is no need locally for such resources. This is a matter of both efficiency, as it would be more efficient to use local resources locally first, and practicality, as Shoreline residents own these resources they should get the first benefit of them. Another goal of this compact will be to ensure that each agency is using the same terminology and emergency response structure, to ensure that each agency is equally prepared.

The compact is largely based on the Omnibus Legal and Financial Agreement, using the same terms and conditions. The primary difference is that it adds a local level of coordination prior to making resources available regionally. Once the City's Emergency

Operations Center is activated, all resource sharing (both requests and offers for resources) will be coordinated in the Center. This is to ensure local resource needs are being met locally before being made available to others outside the area. This works two ways. Local resource requests that can be fulfilled with local resources will be handled locally, not elevated to the Zone 1 Coordination Center prematurely. Similarly, local resources will not be offered to the region until we ascertain in a coordinated fashion that no local agency needs the resource. This document allows the local response and recovery efforts to occur in a more unified and coordinated approach, instead of having a series of agencies coordinating resource sharing independently. This draft is provided as Attachment C.

STAKEHOLDERS

This Emergency Management Compact draft is currently being circulated to the Shoreline Emergency Management Council for review, based on the concepts they outlined earlier in the year on how to share resources and coordinate local needs first. These members have also reviewed and recommended approval of the Regional Plan and Omnibus Agreement.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to enter into the King County Regional Disaster Plan for Public and Private Organizations in King County and the related Omnibus Legal and Financial Agreement. Staff is also seeking consensus support for the draft Shoreline Emergency Management Compact.

ATTACHMENTS

- Attachment A: Regional Disaster Plan for Public and Private Agencies in King County
- Attachment B: Omnibus Legal and Financial Agreement for Organizations Participating in the Regional Disaster Plan for Public and Private Agencies in King County
- Attachment C: Shoreline Emergency Management Compact (DRAFT)

Attachment A: Regional Disaster Plan for Public and Private Agencies in King County

Regional Disaster Plan

For Public and Private Organizations in King County

Version: May 1, 2001

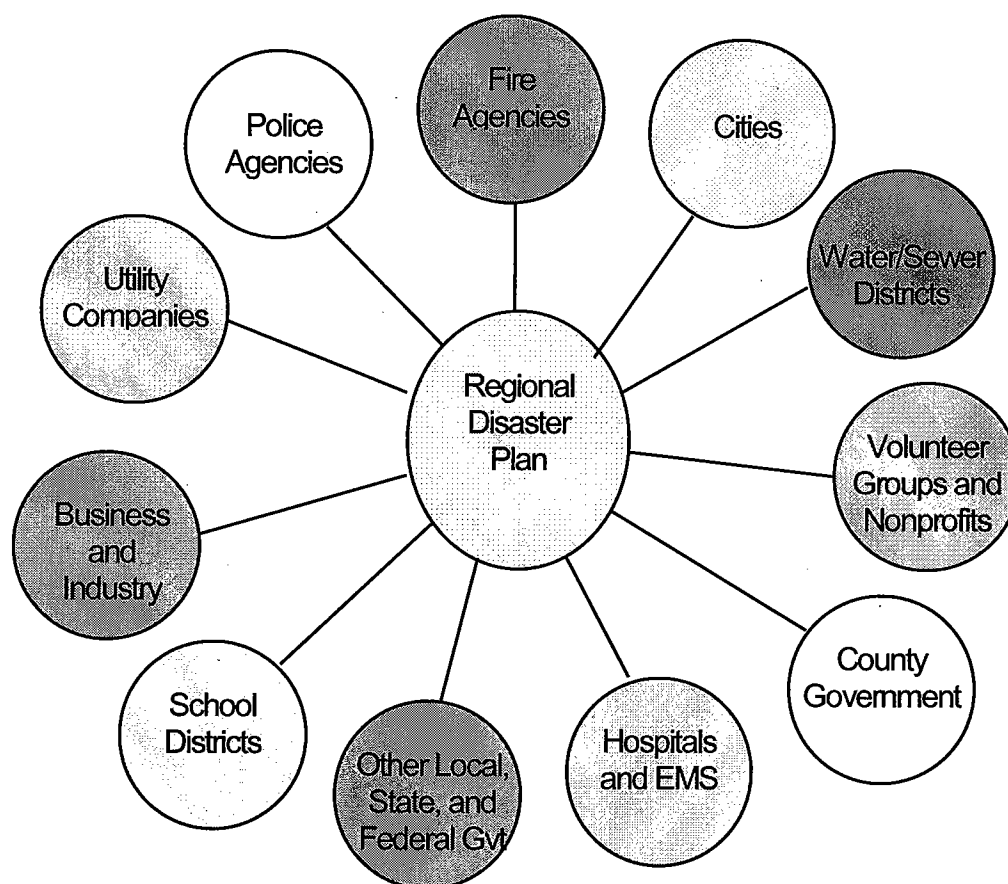


Table of Revisions

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	

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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.

The Regional Disaster Plan for Public and Private Organizations in King County 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 Omnibus Legal and Financial Agreement 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.

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 non-profit sector, and utility providers, and
- potentially require the emergency plans of cities, the county, non-profits, 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 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 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 12th 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.

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 King 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 King County Emergency Management Plan 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.

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 Regional Disaster Plan for Public and Private Organizations in King County 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.

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 Regional 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:

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

Marine Division: 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.

- 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 participants 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.

- 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:

- 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.

Qwest

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

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 Regional Disaster Plan for Public and Private Organizations in King County, the Emergency Support Functions and the Omnibus Legal and Financial Agreement 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.

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

Public Safety Answering Points 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.

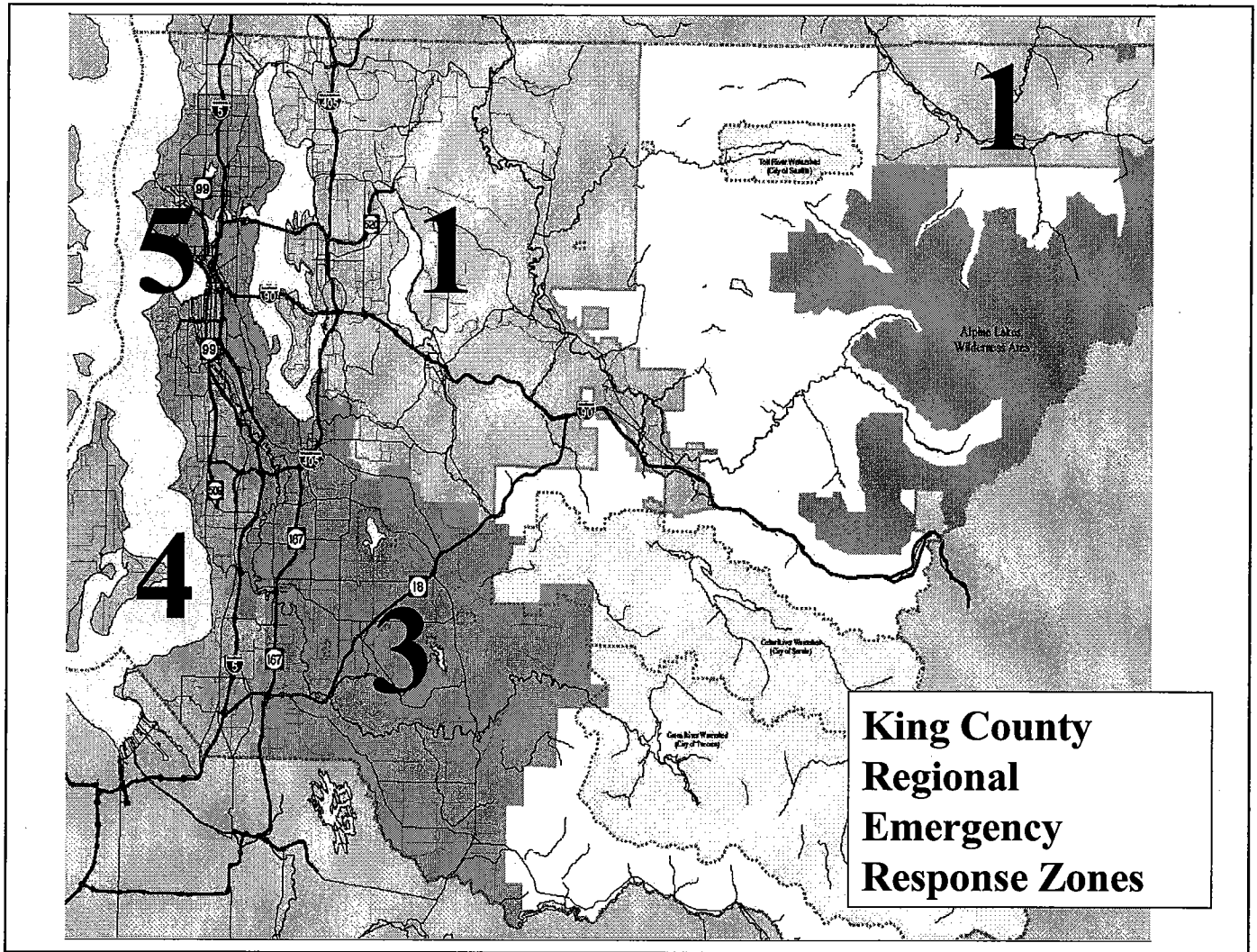
Zones

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

**Attachment B: Omnibus Legal and Financial Agreement for Organizations
Participating in the Regional Disaster Plan for Public and Private Agencies in
King County**

OMNIBUS LEGAL AND FINANCIAL AGREEMENT

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

This OMNIBUS AGREEMENT 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 Regional Disaster Plan for Public and Private Organizations in King County. 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. The Basic Plan, OMNIBUS LEGAL AND FINANCIAL 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

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 The Basic Plan, OMNIBUS LEGAL AND FINANCIAL AGREEMENT
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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.

5. 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.

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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.

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.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Subscribing Organization hereto has caused this Omnibus Agreement for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures.

ORGANIZATION:

Date: _____

Attest:

Approved as to form:

Deputy Prosecuting Attorney

Attachment C: Shoreline Emergency Management Compact (DRAFT)

(PRELIMINARY DRAFT FOR DISCUSSION PURPOSES)

Shoreline Emergency Management Compact (PRELIMINARY DRAFT)

This Agreement is made and entered into by public and private organizations pertaining to the corporate limits of the City of Shoreline, Washington. This agreement endeavors to provide a timely response and recovery through cooperation, coordination and sharing of resources and expertise during an emergency.

Whereas, signatories have expressed mutual interest in establishing a local agreement that facilitates and encourages sharing of equipment, supplies, personnel and facilities during an emergency.

Whereas, signatories have expressed an interest in participating in the Regional Disaster Plan for Public and Private Organizations in King County and the King County Regional Disaster Plan.

Whereas, signatories have developed and maintained an emergency operations plan that guides the reporting, response, recovery and mitigation to an emergency related to their operations and responsibilities.

Whereas, RCW 38.52.070 provides the City of Shoreline with broad emergency authority to coordinate response, recovery, and mitigation activities within the City of Shoreline to protect life and property.

Whereas, the signatories have expressed a mutual interest to cooperatively develop plans, policies and procedures to provide a timely, orderly and effective response to an emergency in a proactive manner.

Whereas, the signatories have expressed a mutual interest to ensure local needs are met before allocating resources to sub-regional, regional or state needs.

Article I – Applicability

This agreement is available for all public, non-profit and private organizations within or neighboring the City of Shoreline, Washington. Execution will occur when an organization signs an identical version of this agreement and transmits a original signed copy to the City Clerk.

Article II – Definitions

'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.

(PRELIMINARY DRAFT FOR DISCUSSION PURPOSES)

'Borrower' means a signatory organization who has adopted, signed and subscribes to this Agreement and has made a request for Emergency Assistance and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Agreement.

'Emergency' includes, but is not limited to, a human-caused or natural event or circumstance within the area of operation of any participating 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 signatory Organization or Organizations, in terms of personnel, equipment and facilities, thereby requiring Emergency Assistance.

'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 signatory organizations is necessary or advisable, as determined by the requesting organization.

'Emergency Contact Points' are the persons, in a line of succession, listed on the Emergency Contact Information Form to be submitted to the King County Regional Disaster Plan Zone Emergency Planning Committee by each signatory organization. The list includes names, addresses, and 24-hour phone numbers of the Emergency contact points of each signatory organization. The people listed as Emergency Contact Points will have (or can quickly get) the authority of the signatory 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.

'Emergency Operations Center (EOC)' performs unified command, control and resources coordination between signatory organizations, the City of Shoreline, Regional Disaster Plan Zone 1, County, State and Federal agencies.

'Emergency Management Council' acts in an advisory capacity to the City Manager and Emergency Management Coordinator. The Council also acts to resolve disputes between signatories. The Emergency Management Council serves as the local organization pursuant to RCW 38.52.070, and is established in SMC 2.50.040

(PRELIMINARY DRAFT FOR DISCUSSION PURPOSES)

'Lender' means a signatory organization who has signed this Omnibus Agreement and has agreed to deliver emergency Assistance to another signatory organization pursuant to the terms and conditions of this Omnibus Agreement.

'Agreement' means identical agreements executed in counterparts which bind the executing signatory organization to its terms and conditions to provide and receive Emergency Assistance. The terms and conditions of the agreements are all identical and the execution of an Agreement binds a signatory organization to all other signatory organizations who have executed an identical Agreement in counterparts.

'Signatory organization' means the executive governing authority of any public or private organization in, or bordering the City of Shoreline, Washington that chooses to subscribe to and sign onto the Regional Disaster Plan for Public and Private Organizations in King County .

'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 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 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 Agreement.

Signatory organizations who execute this Agreement are expected to:

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

Article IV – Role of Emergency Point of Contact

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. The Emergency Contact Points of a Subscribing Organization shall:

Act as a single point of contact for information about the availability of resources when other Subscribing Organizations seek assistance.

- Participate in Coordination meetings convened on the implementation of this agreement.

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- Take the initiative to obtain and communicate decisions and discussion items of the meeting.
- Maintain a manual containing the City of Shoreline Emergency Management Plan, a signed copy of this agreement Agreement and a list of Subscribing Organizations who have executed this Agreement.

Article V – Term of Compact and Termination

This Agreement is effective upon execution by two or more Subscribing Organizations. A Subscribing Organization opting to terminate its participation in this Omnibus Agreement, shall provide written termination notification to the City Manager, City of Shoreline, 17544 Midvale Avenue N, Shoreline, Washington, 98133

Notice of termination becomes effective upon receipt by the Emergency Management Council 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 90 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 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 and/or Agency

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,

(PRELIMINARY DRAFT FOR DISCUSSION PURPOSES)

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 Agreement.

Article VIII – Requests for Emergency Assistance

The Emergency Operations Center (EOC) will function using the Incident Command System to coordinate community emergencies.

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 Incident Commander. 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.

- During a community wide emergency resulting in an EOC activation, all resources available for sharing will be coordinated through the following hierarchy:
 - Owning signatory organization has primary use, and decides when a resource is not needed internally and can be made available for local sharing.
 - The Emergency Operations Center – Logistics Section will coordinate the availability and sharing of all local resources made available by signatory organizations.
 - All requests for resources from outside the community must be coordinated with the Emergency Operations Center – Operations Section before ordering. This request should include a description of the problem, an estimate of the resources needed to support, control, and repair the problem, and the potential for damage should the problem not be fixed. This information will be updated as needed, so that the Emergency Operations Center has a valid assessment of the problem.

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 Agreement shall not create any duty to respond on the part of any signatory organization hereto. A signatory 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.

(PRELIMINARY DRAFT FOR DISCUSSION PURPOSES)

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. Signatory organizations also recognize that resources on loan may not be immediately available for recall.

Article X – Loans of Equipment and Supplies

Use of equipment, such as construction equipment, road barricades, vehicles, and tools, shall be at the Lender's current equipment rate, when no current rates have been established, the hourly operating costs will conform to 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:

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.

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.

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.

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

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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 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

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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

INDEMNIFICATION.

Except as provided below 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. 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

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against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington and similar laws of other states.

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.

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.

DELAY OR 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.

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.

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.

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Article XV – Subrogation

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.

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.

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 Other 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

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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 or Assets

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 – 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 Assignments

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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 – Dispute Resolution

Signatories agree to make good faith efforts to resolve any disputes arise out of this agreement. An attempt to resolve a dispute must be brought before the Emergency Management Council for resolution before seeking judicial action. Any action which may arise out of this Omnibus Agreement shall be brought in Washington State and King County .

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 – Survivability

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 XXIX – Notices

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Agreement shall be conveyed and facilitated by the

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Shoreline Emergency Management Council, care of the City Manager – City of Shoreline. The address is 17544 Midvale Av N. Shoreline WA 98133.

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 address above.