Council Meeting Date: May 27th, 2003 **Agenda Item:** 9(a)

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adoption of Ordinance 328 adopting the 2003 Shoreline Emergency Operations Plan and Amendments to SMC 2.50 related to Emergency Management and Authorizing an Interlocal Agreement for Emergency Management.
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Eric C. Swansen, Senior Management Analyst

PROBLEM/ISSUE STATEMENT:

The City's Emergency Operations Plan was recently reviewed by Council on May 5th. This ordinance adopts the plan and allows staff to transmit it to the Washington State Department of Emergency Management (DEM) for review. The amendments to the Shoreline Municipal Code will align the plan with ordinances, and streamline the emergency response and recovery capabilities of the City.

These three items directly address the critical success factors of healthy vibrant neighborhoods, community alliances and effective community relations. The Emergency Operations Plan (2003) outlines the roles, responsibilities and organization that the City will undertake when there are threats to life, health, public or private property, the economy and natural resources, enhancing the safety of the community.

FINANCIAL IMPACT:

The adoption, subsequent review and subsequent approval of the City's Emergency Operations Plan (2003) will allow the City to apply for federally funded State and Local Assistance (SLA) funds for emergency management, creating a new revenue source. SLA funds are extremely limited in size and scope, estimated to provide $5-10,000 each year for the City's Emergency Operations Program.

The City's Emergency Operations Program will remain at the existing funding level, before any grants or assistance funds received from federal or state agencies.

RECOMMENDATION

Staff recommends Council adopt Ordinance 328 amending SMC 2.50; adopting the Emergency Operations Plan (2003) and authorizing execution of an emergency management interlocal agreement.

Approved By: City Manager City Attorney

INTRODUCTION

The City's Emergency Operations Plan was recently reviewed by Council on May 5th. This resolution adopts the plan and allows staff to transmit it to the Washington State Department of Emergency Management (DEM) for review. The amendments to the Shoreline Municipal Code will align the plan with ordinances, and streamline the emergency response and recovery capabilities of the City.

The City Council reviewed the draft Emergency Management Interlocal Agreement in January. This agreement ensures that during a disaster, local resources will be shared locally before being offered to other regional agencies as part of the King County Regional Disaster Plan. It also outlines terms and conditions for sharing and reimbursement of resources in an emergency.

These three items directly address the critical success factors of healthy vibrant neighborhoods, community alliances and effective community relations. The Emergency Operations Plan (2003) outlines the roles, responsibilities and organization that the City will undertake when there are threats to life, health, public or private property, the economy and natural resources, enhancing the safety of the community.

BACKGROUND

Council reviewed the 2003 Shoreline Emergency Operations Plan in May 5th. Council suggested staff develop a timetable to ensure that the staff conducts a drill and reviews the plan annually. These suggested changes are included in the proposed ordinance.

Amendments to SMC 2.50 proposed in Ordinance 228 address a number of concerns that arose during the revision of the plan. The suggested changes will align the Shoreline Municipal Code to reflect the practices and improvements outlined in the 2003 Shoreline Emergency Plan.

ALTERNATIVES ANALYSIS

The following items are a condensed summary of the suggested changes to Chapter 2.50:

- The purpose has been changed to broaden the scope and applicability of this section. The prior language limited the scope to protect persons or property. Language has been added to clarify that the protection of property extends to private property as well. The protection of natural resources and the economy have also been added. These are fairly standard conventions, reflecting the reality of disasters experienced in Washington State over the past 25 years.

- Removing language that prevents using the Emergency Operations Plan to prepare for the remote possibility of a nuclear attack. State law was amended in the 1980's to reflect a then growing anti-nuclear arms movement. This movement theorized

that a nuclear attack might be more likely if national leaders were confident that major metropolitan areas could be evacuated. Language was added to prohibit the state from planning for the evacuation of populated areas in anticipation of an attack. Oddly, this language remains in state law despite the collapse of the Soviet Union and the increased proliferation of nuclear arms and materials. Removing this section clarifies that the City can act if a credible threat exists.

- Providing the City Manager with explicit authority to proclaim an emergency and establish rules and regulations reasonably required to protect life, public or private property, the economy or natural resources. An inconsistency in state law currently places this responsibility with the Mayor, ignoring the fact that many Mayoral positions are largely ceremonial and typically are full-time employees in other occupations. Providing this authority to the City Manager resolves any inconsistency and affords the City the ability to garner resources from federal, state or regional resources in the most expeditious manner possible. At the same time it allows creation of reasonable rules and regulations to protect the community. The City Council still has the authority to take legislative action as soon as practical on emergency proclamations or regulations.

  As a practical matter, at any given time it may be impossible for the Mayor or Council to convene in the City due to geographic limitations. This inability to meet could result in resources being diverted to other communities if the City Manager did not have the authority to proclaim a disaster. Similarly, an emerging situation may require quick and decisive action to protect life or property that could not otherwise be taken without Council action unless the City Manager has this authority.

- The Emergency Services Director is replaced with the City Manager. This is done to clarify and reflect current practice. As the administrative head of the City, the City Manager is ultimately responsible for this function.

- Required the annual review and drill of the plan.

RECOMMENDATION

Staff recommends Council adopt Ordinance 328 amending SMC 2.50; adopting the Emergency Operations Plan (2003) and authorizing execution of an emergency management interlocal agreement.

ATTACHMENT A- Proposed Ordinance 328
Exhibit A- Amended Chapter 2.50 Shoreline Municipal Code
Exhibit B -Shoreline Emergency Management Interlocal Agreement.

Attachment A

ORDINANCE NO. 328

AN ORDINANCE OF THE CITY OF SHORELINE ADOPTING A REVISED EMERGENCY MANAGEMENT PLAN; AMENDING THE EMERGENCY MANAGEMENT ORDINANCE, CHAPTER 2.50 OF THE MUNCIPAL CODE; AND AUTHORIZING EXECUTION OF AN EMERGENCY MANAGEMENT INTERLOCAL AGREEMENT

WHEREAS, by RCW 38.52.070 cities are provided the authority to establish emergency management organizations for directing resources and services in the event of emergencies within their jurisdictions; and

WHEREAS, the city has reviewed its Emergency Operations Plan and proposes revisions to the plan and emergency management ordinance to better define the roles, responsibilities and organization that the City will undertake when there are threats to life, health, property and natural resources; and

WHEREAS, the City Council desires to enter into a cooperative agreement to coordinate emergency resources of other agencies within and bordering Shoreline; now therefore

THE CITY COUNCIL OF THE CITY OF SHORELINE DO ORDAIN AS FOLLOWS

Section 1. Amendment. Chapter 2.50 *Emergency Management* is hereby amended as set forth in Exhibit A attached hereto.

Section 2. Emergency Plan Adoption; Repealer. The Shoreline Emergency Operations Manual is hereby repealed and the Emergency Operations Plan (2003) ("Plan"), which has been filed in the City Clerk's Office and given Clerk's Receiving Number 2229, is hereby by adopted and the City Clerk shall file a copy of the Plan with the Washington State Department of Emergency Management. Staff is directed to conduct as least one drill annually to maintain proficiency in use of the Plan and to review the plan annually for needed improvement or revision.

Section 3. Interlocal Agreement Authorized. The City Manager is authorized to execute the Shoreline Emergency Management Interlocal Agreement attached hereto as Exhibit B or minor revisions which do not alter any material term set forth in Exhibit B.

Section 4. Publication, Effective Date. The title of this ordinance shall be published as a summary of the ordinance and the ordinance shall be effective thirty days after publication.

PASSED BY THE CITY COUNCIL ON MAY 27, 2003.

_____
Mayor Scott Jepsen

ATTEST:

_____
Sharon Mattioli, CMC
City Clerk

APPROVED AS TO FORM:

_____
Ian R. Sievers
City Attorney

Date of Publication: May 30, 2003
Effective Date: June 29, 2003

Exhibit A

Chapter 2.50
EMERGENCY MANAGEMENT

Sections:
2.50.010 Purpose.
2.50.020 Definitions.
2.50.030 City council – Duties.
2.50.040 Emergency management council created – Membership.
2.50.050 Emergency management council – Powers and duties.
2.50.060 Director's powers and duties.
2.50.070 Disaster powers of director.
2.50.080 Emergency management organization.
2.50.090 Divisions, services and staff.
2.50.100 Mutual aid agreements.
2.50.110 Punishment of violations.
2.50.120 Liability.

2.50.010 Purpose.

The declared purposes of this chapter are to provide for the preparation and carrying out of plans, including mock or practice exercises, for the emergency management and protection of ~~persons and property~~ life, ~~public or private~~ property, ~~the economy or~~and natural resources within the city in the event of a disaster, and to provide for the coordination of the emergency management and disaster functions of this city with all other public agencies and affected private persons, corporations, and organizations. ~~[Ord. 103 1, 1996]~~

2.50.020 Definitions.

A. The term "emergency management" or "comprehensive emergency management" means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to, and recover from emergencies and disasters, and to aid victims suffering from injury or damage, resulting from disasters caused by all hazards, whether natural or man-made, and to provide support for search and rescue operations for persons and property in distress. ~~However, "emergency management" or "comprehensive emergency management" does not mean preparation for emergency evacuation or relocation of residents in anticipation of nuclear attack.~~

B. The terms "emergency" and "disaster" shall mean an event or set of circumstances which: (1) demands immediate action to preserve public health, protect life, protect ~~public~~ property, protect natural resources or to provide relief to any stricken community overtaken by such occurrences, or (2) reaches such a dimension or degree of destructiveness as to warrant the governor declaring a state of emergency pursuant to RCW 43.06.010.

C. The term "hazard vulnerability analysis" means the comprehensive examination and reporting of all potential technological or natural hazards that this city may be exposed to and/or suffer loss from. This analysis is used as a basis for developing the city's disaster management plan.

D. The term "preparation" means the active planning, writing, and revising of operational procedures and policies to prepare for a disaster. It includes coordination with local, county, state and federal agencies to insure cohesive working relationships and compatible emergency plans.

E. The term "mitigation" includes risk analysis, review and identification of hazards both technological and natural, development of strategies to minimize those hazards, and development of resources and capabilities to respond effectively to risks not controlled through conventional methods. Mitigation strategies may be developed in conjunction with the hazard vulnerability analysis.

F. Response. The term "response" includes the initiation of warnings to potential disaster, initiation of actions necessary to effectively act during a disaster, damage assessment and evaluation, coordination of operations, logistics, planning and finance activities during a disaster, and documentation of actions taken during a disaster.
G. The term "recovery" includes assessment of community needs after an event, prioritizing of actions for recovery, coordination of agencies during recovery, documentation of costs for future recovery of costs, and facilitation of disaster assistance offices in providing the community with efficient mechanisms to obtain federal, state and local assistance after disasters. ~~[Ord. 103 2, 1996]~~

2.50.030 City council – Duties.

It shall be the duty of the city council under the emergency management program to:
A. ~~Give advice to the~~ Provide advice ~~for~~to the city manager regarding appointments made pursuant to SMC 2.50.040.
B. Provide policy direction, review and authorization of ~~Consider adoption of~~ emergency management mutual aid plans and agreements and such ordinances, resolutions, rules and regulations as are necessary to implement such plans and agreements as are referred to them by the city manager.
C. Approve, at the earliest practical time after issuance, rules and regulations reasonably related to the protection of life, ~~and~~ property and natural resources, which is affected by a disaster, such rules and regulations having been made and issued by the ~~C~~city ~~M~~manager~~emergency management director~~. (See SMC 20.50.070).
D. Distribute pursuant to resolution the functions and duties of the city emergency management organization among the divisions, services, and special staff. (See SMC 2.50.090).
E. Approve mutual aid agreements referenced in and pursuant to SMC 2.50.100. ~~[Ord. 103 3, 1996]~~

2.50.040 Emergency management council created – Membership.

The emergency management council is hereby created and shall consist of the following:
A. ~~-~~The city manager, or designee, who shall act as chair;
B. ~~-~~The emergency management ~~program director~~coordinator as appointed by the city manager;
C. ~~-~~The City Public Works Director
D. The City Police Chief ~~Department directors of the city of Shoreline;~~
~~D. A representative of the Shoreline disaster council;~~
E. A representative of the Shoreline Fire Department, or successor
F. A representative of the Shoreline School District, or successor
G. A representative of the Shoreline Community College, or successor
H. A representative of the Shoreline Water District, or successor
I. A representative of the Ronald Wastewater Management District, or successor
J. A representative of the Shoreline Auxiliary Communications Services, or successor
J~~E~~. Such city officials and other citizens with technical capabilities in related areas, upon ~~recommendation~~ appointment by the city manager ~~and with the consent of the city council. [Ord. 103 4, 1996]~~

2.50.050 Emergency management council – Powers and duties.

It shall be the duty of the emergency management council, and it is hereby empowered, to review and ~~recommend~~ advise ~~for the adoption by~~ the city ~~council~~ on emergency management and mutual aid plans and agreements and such ordinances, resolutions, contracts, rules and regulations as are necessary to implement such plans and agreements. The emergency management council shall meet upon call of the chair's absence from the city or inability to call such meeting, upon the request of the emergency management coordinator.~~program manager~~. ~~[Ord. 103 5, 1996]~~

2.50.060 ~~Director~~City Manager's powers and duties.

~~There is hereby created the position of the director of emergency management. T~~The ~~-~~city manager shall ~~serve~~ have responsibility for the overall direction and control of Emergency Management activities in the City of Shoreline.~~in this position~~ as part of his/her regular duties. The ~~C~~city ~~M~~manager~~director~~ or his/her designee is hereby empowered and directed:

A. To prepare an ~~emergency management operating plan~~Emergency Operations Plan for the city conforming to requirements specified in RCW 38.52. To the greatest extent possible, the city plan shall be coordinated with the county and state plans and programs.
B. To control and direct the effort of the emergency management organization of this city for the accomplishment of the purposes of this chapter.
C. To direct coordination and cooperation between divisions, services, and staff of the emergency management organization of this city, and to resolve questions of authority and responsibility that may arise between them.
D. To represent the emergency management organization of this city in all dealings with public or private agencies pertaining to emergency management and disaster.
E. To develop and evaluate emergency plans concerning the application of mitigation strategies, preparation, response, and recovery mechanisms and include such in the city emergency plans; serve as a spokesperson for emergency management; coordinate city emergency management activities with various city, county, state, and federal agencies; conduct and evaluate testing of emergency plans, and preside over and guide interdepartmental emergency management planning committees that may be created by the emergency management council.
F. Makes appointments to the Emergency Management Council
G. Make rules and regulations to reasonably protect life, property and natural resources during an emergency.
H. ~~To make a~~Issue any Proclamation of Local Emergency and transmit it to Federal, State, Regional and Local Agencies. This proclaimation authorizes the City to take necessary measures to combat a disaster, protect persons, ~~public or private~~ property, ~~the economy~~ and natural resources, provide emergency assistance to victims of the disaster and exercise powers ~~vested in~~authorized in RCW 38.52.070 ~~without regard to formalities prescribed by law (except constitutionally mandated requirements)~~. These include, but are not limited to, rationing, curfew, budget law limitations, competitive bidding processes, publication of notices, provisions to the performance of public work, entering into contracts, incurring obligations, employment of temporary workers, rental of equipment, and purchase of supplies and materials. Such a proclamation must be sustained by the City Council when practical.
F. Upon approval by the city council of all plans and programs, including this ordinance, the City Manager~~director~~ shall submit same for state review and certification. ~~[Ord. 103 6, 1996]~~

~~2.50.070 Disaster powers of director.~~

~~In the event of disaster as herein provided, the director is hereby empowered:~~
~~A. To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster; provided, however, such rules and regulations must be approved by the emergency management council and confirmed by the city council at the earliest practicable time.~~
~~B. To make all expenditures necessary and proper to carry out the provisions of this chapter.~~
~~C~~G.. To command the service and equipment of as many citizens as considered necessary in light of the disaster; provided, that citizens so commandeered shall be entitled during the period of such service to all privileges, benefits and immunities as are provided by state law and federal and state emergency management regulations for registered emergency workers.
~~D. To requisition necessary personnel or material of any city department or agency.~~
~~E~~H. . To execute all of the special powers conferred by this chapter or by resolution adopted pursuant thereto, all powers conferred by statute, agreement approved by the emergency management council, or by any other lawful authority. ~~[Ord. 103 7, 1996]~~

2.50.080 Emergency management organization.

All officers and employees of this city, together with those citizens enrolled to aid them during a disaster, and all groups, organizations, and persons who may be by agreement or operation of law, including persons pressed into service under the provisions of SMC 2.50.070 who shall be charged with duties incident to the protection of life ~~and public and private~~ property, ~~the economy~~ or natural resources in the City ~~property in this city~~ during such disaster, shall constitute the emergency management organization of the city. ~~[Ord. 103 8, 1996]~~

2.50.090 Divisions, services and staff.

The functions and duties of the city emergency management organization shall be distributed among such divisions, services and special staff as the city manager shall direct.~~council shall prescribe by resolution.~~

~~Prior to the adoption of resolutions, the emergency management council shall prepare a plan setting forth the form of organization, establishment and designation of divisions and services, the assignment of functions, duties and powers, the designation of officers and employees and submit its recommendations to the city council. [Ord. 103-9, 1996]~~

2.50.100 Mutual aid agreements.

The city manager shall have the power to sign, on behalf of the city, mutual aid agreements with other municipalities, the county, and other governmental subdivisions, which have been approved by the city council. ~~[Ord. 103-10, 1996]~~

2.50.110 Punishment of violations.

It is a misdemeanor for any person during a disaster:
A. To willfully obstruct, hinder, or delay any member of the emergency management organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter or in the performance of any duty imposed by virtue of this chapter;
B. To do any act forbidden by any lawful rules or regulations issued pursuant to this chapter, if the act is of such a nature as to give, or be likely to give, assistance to the enemy or to encourage or assist in theft of or endanger property of inhabitants of this city, or to prevent, hinder, or delay the defense or protection thereof;
C. To wear, carry, or display, without authority, any means of identification specified by the emergency management organization.~~state department of emergency management. [Ord. 103-11, 1996]~~

2.50.120 Liability.

A. There shall be no liability on the part of anyone including any person, partnership, corporation, the state of Washington or any political subdivision thereof who owns or maintains any building or premises which have been designated by a local organization for emergency management as a shelter from destructive operations or attacks by enemies of the United States for any injuries sustained by any person while in or upon said building or premises, as a result of the condition of said building or premises or as a result of any act or omission, or in any way arising from the designation of such premises as a shelter, when such person has entered or gone upon or into said building or premises for the purpose of seeking refuge therein during destructive operations or attacks by enemies of the United States or during tests ordered by lawful authority, except for an act of willful negligence by such owner or occupant or his servants, agents, or employees.
B. All legal liability for damage to property or injury or death to persons (except an emergency worker, regularly enrolled and acting as such), caused by acts done, or attempted, under the color of this chapter in a bona fide attempt to comply therewith shall be the obligation of the state of Washington. Suits may be instituted and maintained against the state for the enforcement of such liability, or for the indemnification of persons appointed and regularly enrolled as emergency workers while actually engaged in emergency management duties, or as members of any agency of the state or political subdivision thereof engaged in emergency management activity, or their dependents, for damage done to their private property, or for any judgment against them for acts done in good faith in compliance with this chapter; provided, that the foregoing shall not be construed to result in indemnification in any case of willful misconduct, gross negligence or bad faith on the part of any agent of emergency management; provided, that should the United States or any agency thereof, in accordance with any federal statute, rule or regulation, provide for the payment of damages to property and/or for death or injury as provided for in this section, then and in that event there shall be no liability or obligation whatsoever upon the part of the state of Washington for any such damage, death, or injury for which the United States government assumes liability.
C. Any requirement for a license to practice any professional, mechanical or other skill shall not apply to any authorized emergency worker who shall, in the course of performing his duties as such, practice such professional, mechanical or other skill during an emergency described in this chapter.
D. The provisions of this section shall not shall not affect the right of any person to receive benefits to which he would otherwise be entitled under this chapter, or under the worker's compensation law, or under any pension or retirement law, nor the right of any such person to receive any benefits or compensation under any act of Congress. ~~[Ord. 103-12, 1996]~~

EXHIBIT B

Shoreline Emergency Management Interlocal Agreement

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

Whereas, the protection of life, property and natural resources are critical to the successful response, recovery and mitigation of any natural or human caused emergency.

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

Whereas, subscribers have traditionally assisted each other in times of emergencies, based on goodwill, without any formal basis or agreement.

Whereas, subscribers have expressed an interest in ensuring that local resources are made available to meet local needs in an emergency before being made available to other sub-regional, regional or state needs under the terms of the Regional Disaster Plan for Public and Private Organizations in King County.

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

Whereas, subscribers 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 subscribers 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.
subscribers
Now therefore, the subscribers agree to coordinate the timely and effective sharing of local resources during times of an emergency as defined in this Agreement.

Printed on:16-May-03

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 an original signed copy to the City Clerk.

The Interlocal Agreement is activated when the City's Emergency Operations Center is activated. The City's Emergency Operations Center is activated by the direction of the City Manager or designee, based on anticipated or present events that require the coordination of resources to provide an effective response and recovery to protect human life, property or natural resources. Subscribers may request activation of the Emergency Operations Center by communicating with the City Manager or designee.

Article II – Definitions

'Assistance Costs' means any labor, material and equipment costs that are incurred by the Lender (as defined below) in providing any asset, service, or assistance requested. For further information on costs, see section XII.

'Borrower' means a subscribing organization which has adopted, signed and subscribed 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 natural resources, 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, materials, supplies or facilities, thereby requiring Emergency Assistance.

' Emergency Assistance' means the availability of 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 services have been disrupted in an emergency where coordination and facilitating resource sharing with other subscribing organizations is necessary or advisable, as determined by the requesting organization.

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'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 1 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 the subscriber's available equipment, services, and personnel for the organization. Each subscriber shall provide the phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Emergency Contact Point(s).

'Emergency Operations Center (EOC)' serves as the single coordinating point for response and recovery during an emergency. The EOC performs unified command, control and resources coordination between subscribing organizations, 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, established under Shoreline Municipal Code 2.50. The Council also acts to resolve disputes between subscribers. The Emergency Management Council serves as the local organization pursuant to RCW 38.52.070, and is established in SMC 2.50.040

'Lender' means a subscribing organization which has signed this Interlocal Agreement and has agreed to deliver Emergency Assistance to another subscribing organization pursuant to the terms and conditions of this Interlocal Agreement.

'Agreement' means identical agreements executed in counterparts which bind the executing subscribing organization to its terms and conditions to provide and receive Emergency Assistance.

'Subscribing Organization' means the executive governing authority of any member of the Shoreline Emergency Council as established in SMC 2.50.040 that chooses to sign this Agreement and that chooses to subscribe to and sign onto the Regional Disaster Plan for Public and Private Organizations in King County for Public and Private Organizations in King County.

Article III – Participation

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 Interlocal Agreement, except to make payment as specified in this Agreement.
Subscribing organizations that execute this Agreement are expected to:

- Ensure that other subscribing organizations have the most current Emergency Contact Points, which will be reviewed and confirmed annually.
- Provide an updated resource list to the Emergency Management Council on an annual basis, unless an automated information system accessible to all subscribers is updated on a more frequent basis.
- 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.

- 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 and a list of Subscribing Organizations who have executed this Agreement.

Article V – Term of Interlocal Agreement and Termination

This Agreement is effective upon execution by two or more Subscribing Organizations. A Subscribing Organization opting to terminate its participation in this Interlocal Agreement, shall provide a written notice of termination 180 days in advance of the termination date by notification to the City Manager, City of Shoreline, 17544 Midvale Avenue N, Shoreline, Washington 98133

The City Manager shall notify the Emergency Management Council of the termination date and Organization name. The Emergency Management Council

shall notify all Subscribing Organizations of the termination. 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 payment in kind for the supplies or parts provided. Invoices shall clearly state the event, general location where services or assistance is provided, resources utilized, hours of service or assistance, and the rate.

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, 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 Subscribing 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 subscribing organizations.
    - All requests for resources from outside the community must be coordinated with the Emergency Operations Center – Operations Section before ordering. This request shall 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 can make 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 this 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 with proper notice it has provided at any time without incurring any liability. Resources are "borrowed" with reimbursement and terms of exchange varying with the type of resource as defined in Articles X through XII.

The Subscribing Organizations recognize that time is critical during an emergency and diligent efforts will be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available. Subscribing Organizations also recognize that resources on loan may not be immediately available for recall.

Article X – Loans of Equipment and Supplies / Costs and Rates

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 Emergency Management Council, 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 request 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 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 Interlocal 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).
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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 items are 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 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 release the personnel to the Lender's 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 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 Interlocal 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 Organization's 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 Interlocal Agreement, the Borrower agrees, to indemnify, hold harmless, and defend, to the fullest extent of the law, each subscribing to this Interlocal 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 Interlocal 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 Interlocal Agreement on account of any delay in or failure to perform any obligation under this Interlocal Agreement, except to make payment as specified in this Interlocal 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.

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 Interlocal 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 – Workers' 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 Interlocal 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 workers' compensation in compliance with statutory requirements.

Article XVII – Modifications

No provision of this Interlocal Agreement may be modified, altered, or rescinded by any individual Subscribing organization without two-thirds affirmative concurrence of the Subscribing Organizations. The Emergency Management Council will be the coordinating body for facilitating modifications of this Interlocal 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 Interlocal 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 Interlocal Agreement. To the extent that prior agreements between Parties to this Interlocal Agreement are inconsistent with this Agreement, all prior agreements for Emergency Assistance between the Subscribing Organization hereto are hereby superseded.

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Article XIX – Governmental Authority

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or hereafter in effect, of all governmental aut1horities having jurisdiction over the emergencies covered by this Interlocal Agreement, the Subscribing Organizations 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 Interlocal 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 Interlocal 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 Interlocal 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 Interlocal 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 Interlocal 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
This Interlocal Agreement is not transferable or assignable, in whole or in part, and any Subscribing Organization may terminate its participation in this Interlocal Agreement subject to Article V.

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Article XXV – Governing Law

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

Article XXVI – Dispute Resolution

Subscribers agree to make good faith efforts to resolve any disputes arise out of this agreement. Any 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 Interlocal Agreement shall be brought in Washington State and King County.

Article XXVII – Tort Claims

It is not the intention of this Interlocal 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 Interlocal 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 unenforcability of any provisions of this 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 Agreement shall be conveyed and facilitated by the Shoreline Emergency Management Council, care of the City Manager – City of Shoreline. The address is 17544 Midvale Ave N., Shoreline WA 98133.

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Such notices, given in writing 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.

Article XXXI – New Membership

A majority of Subscribing Organizations may agree to expand participation in this Agreement to agencies in addition to those member agencies of the Shoreline Emergency Council

In witness thereof, the subscribing organization hereto has caused the Shoreline Emergency Management Interlocal Agreement to be executed by duly authorized representatives as of the date of their signature:

Organization:

_____

Address:

_____

_____

Authorized Signature:

_____

Title:

_____

Date:

_____

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