

# COUNCIL AGENDA SYNOPSIS



-----Initials-----				ITEM No.
Meeting Date	Prepared by	Mayor's review	Council review	<b>5.C.</b>
<b>6/14/21</b>	<b>MM</b>			
<b>6/21/21</b>	<b>MM</b>			

## ITEM INFORMATION

	STAFF SPONSOR: <b>MINDI MATTSON</b>	ORIGINAL AGENDA DATE: <b>6/14/21</b>
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AGENDA ITEM TITLE     **Resolution for execution of the Regional Coordination Framework Presentation about the RCF and Emergency Management program.**

CATEGORY	<input checked="" type="checkbox"/> Discussion <i>Mtg Date 6/14/21</i>	<input type="checkbox"/> Motion <i>Mtg Date</i>	<input checked="" type="checkbox"/> Resolution <i>Mtg Date 6/21/21</i>	<input type="checkbox"/> Ordinance <i>Mtg Date</i>	<input type="checkbox"/> Bid Award <i>Mtg Date</i>	<input type="checkbox"/> Public Hearing <i>Mtg Date</i>	<input type="checkbox"/> Other <i>Mtg Date</i>
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SPONSOR	<input type="checkbox"/> Council	<input type="checkbox"/> Mayor	<input type="checkbox"/> Admin Svcs	<input type="checkbox"/> DCD	<input type="checkbox"/> Finance	<input type="checkbox"/> Fire	<input type="checkbox"/> P&R	<input type="checkbox"/> Police	<input type="checkbox"/> PW
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SPONSOR'S SUMMARY     **The Regional Coordination Framework established a cooperative, voluntary platform linking private businesses, nonprofit organizations, government agencies, and special purpose districts to address emergency assistance covering the legal and financial obligations of signatories sharing personnel, equipment, materials and/or support during a disaster or major planned event within King County. Through this resolution, Tukwila will be authorized to become a signatory to the RCF. An EM Program overview will also be provided.**

REVIEWED BY	<input type="checkbox"/> Trans&Infrastructure Svcs	<input checked="" type="checkbox"/> Community Svcs/Safety	<input type="checkbox"/> Finance & Governance	<input type="checkbox"/> Planning & Community Dev.
	<input type="checkbox"/> LTAC	<input type="checkbox"/> Arts Comm.	<input type="checkbox"/> Parks Comm.	<input type="checkbox"/> Planning Comm.
	DATE: <b>5/3/21</b>		COMMITTEE CHAIR: <b>DELOSTRINOS JOHNSON</b>	

**RECOMMENDATIONS:**  
 SPONSOR/ADMIN. **Police Department**  
 COMMITTEE \_\_\_\_\_

## COST IMPACT / FUND SOURCE

EXPENDITURE REQUIRED	AMOUNT BUDGETED	APPROPRIATION REQUIRED
<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Fund Source:  
 Comments:

MTG. DATE	RECORD OF COUNCIL ACTION
<b>6/14/21</b>	
<b>6/21/21</b>	

MTG. DATE	ATTACHMENTS
<b>6/14/21</b>	<b>Informational Memorandum dated 6/2/21</b>
	<b>Draft Resolution</b>
	<b>Minutes from the Community Services and Safety Committee meeting of 5/3/21</b>
	<b>PowerPoint Presentation</b>
<b>6/21/21</b>	





## **INFORMATIONAL MEMORANDUM**

TO: City Council

FROM: Mindi Mattson, Emergency Manager

CC: **Mayor Ekberg**

DATE: 6/2/21

SUBJECT: **Resolution to Execute the Regional Coordination Framework and Emergency Management Program Overview.**

### **ISSUE**

The City of Tukwila should become a signatory to the Regional Coordination Framework to enhance our ability to share information and resources between jurisdictions and agencies during a disaster or large planned event.

### **BACKGROUND**

The Regional Coordination Framework establishes a cooperative, voluntary platform linking private businesses, nonprofit organizations, government agencies, and special purpose districts to address emergency assistance covering the legal and financial obligations of signatories sharing personnel, equipment, materials and/or support during a disaster or major planned event within King County.

DISCUSSION During a major disaster, it may be necessary to prioritize emergency response and recovery efforts to save lives and minimize long-term impacts to our region. The Regional Coordination Framework and The Agreement create a decision-making process for minimizing competition for resources and conflict of efforts.

The RCF is constructed to allow authorized entities to enter into a contract to loan resources to others, or to acquire emergency resources and supplies. These contracts are voluntary and entered into at the time of the disaster. The RCF is a strategic document that may influence the allocation of incoming resources within a collaborative decision-making model.

The Agreement is a companion document to the RCF and covers the legal and financial aspects of resource sharing and cost recovery. Any public, private, or non-profit organization authorized to enter into a contractual agreement can participate in the RCF and Agreement.

The Regional Coordination Framework has been in existence under several different names since 2002. There are almost 40 signatories to the Framework representing local governments, special purpose districts, local non-profits, and private sector partners.

### **FINANCIAL IMPACT**

Signing on the Regional Coordination Framework does not obligate any city funds. Any obligation of resources would be negotiated and contract during the disaster.

### **RECOMMENDATION**

Recommend that the Council approves of the City Tukwila signing on to the Regional Coordination Framework and The Agreement.

The Council is being asked to approve the resolution and consider this item at the June 14, 2021 Committee of the Whole meeting and subsequent June 21, 2021 Regular Meeting.

**ATTACHMENTS**

Proposed Resolution  
Regional Coordination Framework  
The Agreement  
List of Signatories to the RCF

# DRAFT

## **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, TO BECOME A SIGNATORY TO THE REGIONAL COORDINATION FRAMEWORK FOR DISASTERS AND PLANNED EVENTS AND THE ASSOCIATED AGREEMENT.**

**WHEREAS**, the City of Tukwila recognizes the importance of regional coordination and resource sharing during a disaster; and

**WHEREAS**, the Regional Coordination Framework for Disasters and Planned Events and the associated Agreement have been established by King County for the purpose of allowing various public, private, tribal and non-profit entities to coordinate during a disaster; and

**WHEREAS**, the Regional Coordination Framework facilitates a systematic, coordinated, and effective response to multi-agency or multi-jurisdictional disasters or planned events that occur within the geographic boundaries of King County, Washington, thereby enabling the resources and capabilities of the public, private, tribal and non-profit sectors to be more efficiently coordinated and utilized to address emergency assistance covering the legal and financial obligations of signatories sharing personnel, equipment, materials and/or support during a disaster or major planned event within King County; and

**WHEREAS**, the City of Tukwila wishes to become a signatory to the Regional Coordination Framework;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

The Mayor of Tukwila or designee is hereby authorized to execute the Regional Coordination Framework for Disasters and Planned Events and the associated Agreement with King County (Exhibits A and B, respectively).

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Special Meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Christy O'Flaherty, MMC, City Clerk

\_\_\_\_\_  
Kate Kruller, Council President

APPROVED AS TO FORM BY:

Filed with the City Clerk: \_\_\_\_\_  
Passed by the City Council: \_\_\_\_\_  
Resolution Number: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney

Attachments: Exhibit A—Regional Coordination Framework for Disasters and Planned Events  
for Public and Private Organizations in King County, Washington  
Exhibit B—Regional Coordination Framework Agreement

# Regional Coordination Framework for Disasters and Planned Events

for Public and Private Organizations in King County, Washington



King County

Emergency Management Partners,

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

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

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

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

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



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

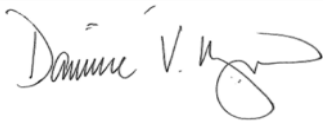
Over time partners and the region have matured with additional focused planning efforts (mass care, evacuation, regional catastrophic, etc.), putting the Regional Disaster Plan in a good position to evolve. After over a year’s work of transformation, the Plan (along with the associated Agreement, which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

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

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

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

Sincerely,



Dominic Marzano, Chair  
City of Kent Emergency Management



Gail Harris, Vice Chair  
City of Shoreline Emergency Management

*Emergency Management Advisory Committee (EMAC)  
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## Introductory Materials

### **Promulgation**

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

### **Approval and Implementation**

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

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

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

### **Distribution**

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

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

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

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

### Purpose

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

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

### Scope

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

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

associated Agreement articulates the financial aspects of voluntarily participating in accordance with the Framework.

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

The framework describes five key areas of coordination:

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

### **Situation Overview**

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

### **Planning Assumptions**

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



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

## **II. Concept of Operations**

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

The Framework provides a structure for disaster response operations that:

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

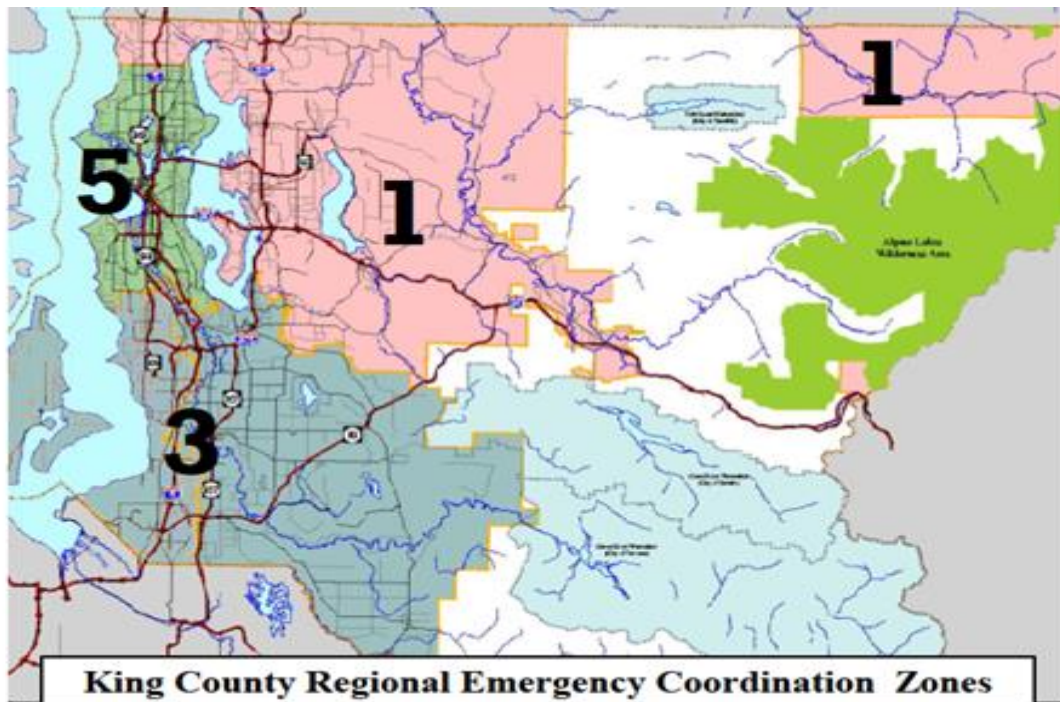


Figure 1: King County Emergency Coordination Zones (2012)

### **Geographic Divisions**

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

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

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

Organizations that provide services throughout geographic King County (“regional service providers”) may not have the resources to coordinate their service delivery and response activities directly with all three Emergency Coordination Zones simultaneously. Instead, these regional service providers may provide a single point of coordination through the King County RCECC. Examples of regional service providers include: public health/medical, banking and finance, energy, transportation, information

and telecommunications, agriculture, emergency services, chemical industry, food, water, etc. Regional service providers may provide a representative directly to the affected zone and/or the King County RCECC.

### **Central Coordination**

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

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

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

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

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

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

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

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

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

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

### **III. Responsibilities**

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

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

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

*All Signatory Partners will:*

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

*The mechanism for regional policy coordination:*

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

*Elected and Appointed Officials will:*

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

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

*RCECC Incident Manager will:*

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

*RCECC Joint Information Center will:*

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

*Zone Coordinator(s) may:*

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



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

*RCECC Sections will:*

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

*Local Authorized EOCs and ECCs will:*

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

*Emergency Contact Points will:*

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

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

*Resource Lenders will:*

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

*Resource Borrowers will:*

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

*State of Washington will:*

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

*Federal government will:*

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

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

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



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

### **Purpose**

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

### **Situation and Scope**

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

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

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

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

### **Establishing Regional Decision-Making**

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

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

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

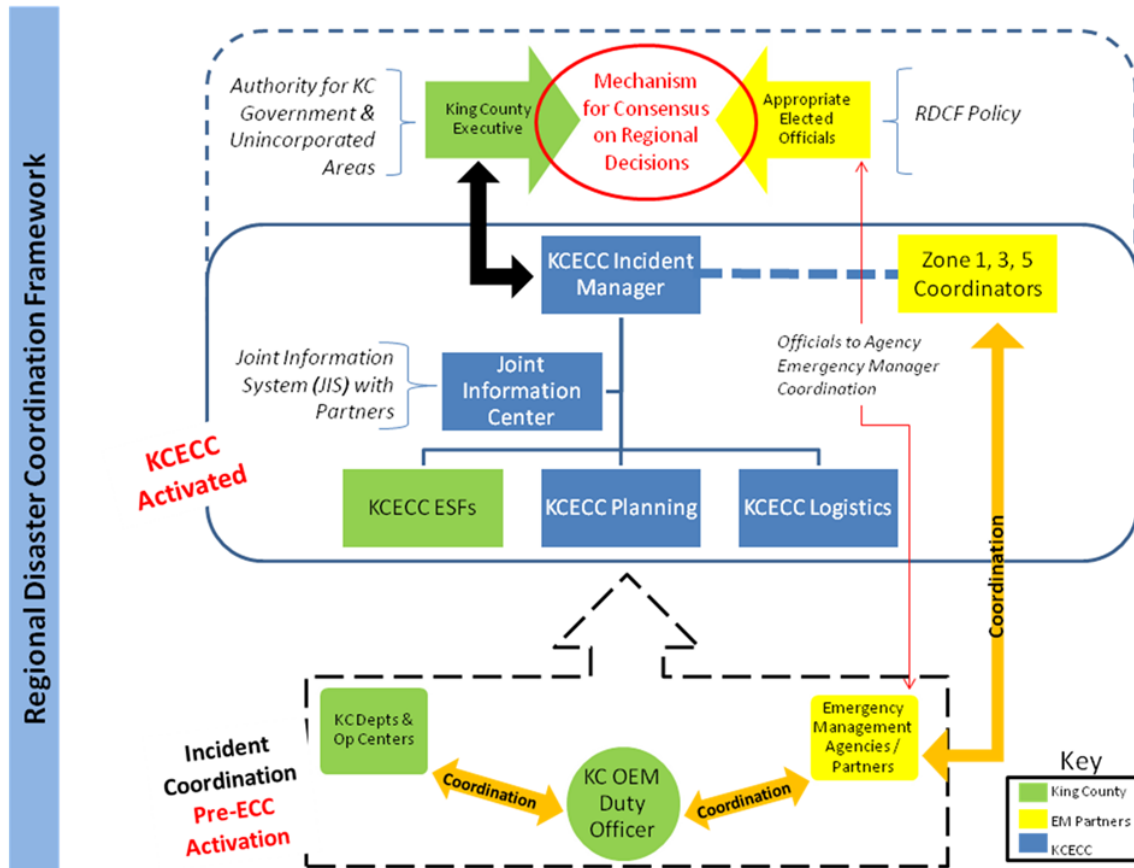


Figure 2: Information and escalation flow for regional policy decisions

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

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

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

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

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

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

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

## **V. Information Collection, Analysis, and Dissemination**

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

### **Situational Awareness**

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

### **Purpose**

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

## **Situation and Scope**

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

## **Responsibilities**

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

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

## **Concept of Operations**

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

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

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

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

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

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

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

## **References**

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

## **VI. Public Information**

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

## **Purpose**

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

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

## **Situation and Scope**

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

## **Responsibilities**

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

### **Public and Tribal Entities**

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

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

### **Private Sector**

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

### **Non-Governmental Organizations (NGOs)**

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

## **Concept of Operations**

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

### **Notification and Warning**

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



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

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

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

### **References**

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

## **VII. Communication**

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

### **Purpose**

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



## **Situation and Scope**

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

## **Responsibilities**

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

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

## **Concept of Operations**

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

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

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

## **References**

- King County Communications Plan
- Tactical Interoperable Communications Plan

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

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

### **Resource Management**

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

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

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

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

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

### **Purpose**

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

### **Situation and Scope**

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

### **Responsibilities**

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

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

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

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

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

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

### **Concept of Operations**

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

KC RCECC, in cooperation with other local jurisdictions, will

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

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

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

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

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

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

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

### **References**

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

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

### **Planning Limitations**

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

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

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

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

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

## **Training and Exercises**

### **Training**

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

### **Exercises**

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

## **Ongoing Document Development and Maintenance**

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

The King County OEM will ensure continuity of the Regional Disaster Planning Work Group, which will coordinate updates to this document. King County OEM will maintain

and publish the Framework and supporting materials on the King County OEM web site at <http://www.kingcounty.gov/prepare>.

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

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

## **X. Terms and Definitions**

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

## **XI. Authorities and References**

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

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

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

### **RCW 38.56 Intrastate Mutual Aid System (summary)**

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

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

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

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

And,

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

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

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

### **Mutual Aid Agreements**

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



## **AGREEMENT**

# Regional Coordination Framework for Disasters and Planned Events

for Public and Private Organizations  
in King County, Washington

**February 2014**

## Updating Process of former “Omnibus Legal and Financial Agreement”

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

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

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

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

<b>New Changes</b>
Document re-titled to ‘Agreement’ – simpler title; Replaced ‘Omnibus Legal and Financial Agreement’
Replaced ‘Plan’ wording throughout document with ‘Framework’
Replaced ‘Omnibus’ wording throughout document with ‘Agreement’
Terminology changes made by replacing ‘borrower’ and ‘lender’ with ‘requester’ and ‘responder’
Adjusted language in ‘Article I – Applicability’ to say “...located in King County.”; Replaced “...in and bordering geographic King County.”
Updated verbiage in ‘Article II – Definitions’ on ‘Basic Plan’ and ‘Package’ since it is now a ‘Framework’
Cleaned-up language in ‘Article II – Definitions’ on ‘Emergency’

Regional Coordination Framework AGREEMENT

Cleaned-up language in ‘Article II – Definitions’ on ‘Emergency Contact Points’
Updated respective sections with correct King County Office of Emergency Management address; Former ‘7300 Perimeter Road’ address
Updated verbiage in ‘Article IV – Role of Emergency Contact Point for Signatory Partners
Renaming to and cleaned-up language in ‘Article VI – Payment and Billing’; Formerly titled ‘Article VI – Payment for Services and Assistance’
Cleaned-up language in ‘Article VIII – Requests for Emergency Assistance’
Removed section ‘IX – General Nature of Emergency Assistance’; Repetitive of existing language
Renaming to ‘Article IX – Provision of Equipment’; Formerly ‘Article X – Loans of Equipment’
Renaming to ‘Article X – Provision of Materials and Supplies’; Formerly ‘Article XI – Exchange of Materials and Supplies’
Renaming to ‘Article XI – Provision of Personnel’; Formerly ‘Article XII – Loans of Personnel’
Renaming to and cleaned-up language ‘Article XII – Record Keeping’; Formerly ‘Article XIII – Record keeping’
Renaming to and cleaned-up language ‘Article XIII – Indemnification, Limitation of Liability, and Dispute Resolution’; Formerly ‘Article XIV – Indemnification and Limitation of Liability’
Articles following have been renumbered and renamed appropriately

## **AGREEMENT**

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

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

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

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

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

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

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

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

### **Article I - APPLICABILITY.**

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

**Article II - DEFINITIONS.**

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

**Article III - PARTICIPATION.**

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

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

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

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

The Emergency Contact Points of a Signatory Partner shall:

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

**Article V - TERM AND TERMINATION.**

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



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

#### **Article VI - PAYMENT AND BILLING.**

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

#### **Article VII - INDEPENDENT CONTRACTOR.**

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

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

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

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

### **Article IX - PROVISION OF EQUIPMENT.**

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

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

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

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

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

#### **Article XI - PROVISION OF PERSONNEL.**

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

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

#### **Article XII - RECORD KEEPING.**

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

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

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

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

**B. ACTIVITIES IN BAD FAITH OR BEYOND SCOPE.** Any Signatory Partner shall not be required under this Agreement to indemnify, hold harmless and defend any other Signatory Partner from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Signatory Partners' officers, employees, or agents acting in bad faith or performing activities beyond the scope of their duties.

**C. LIABILITY FOR PARTICIPATION.** In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of Emergency Assistance through this Agreement, Requester agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each Signatory Partner, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Agreement.

**D. DELAY/FAILURE TO RESPOND.** No Signatory Partner shall be liable to another Signatory Partner for, or be considered to be in breach of or default under, this Agreement on account of any delay in or failure to perform any obligation under this Agreement, except to make payment as specified in this Agreement.

**E. MEDIATION AND ARBITRATION.** If a dispute arises under the terms of this Agreement, the Signatory Partners involved in the dispute shall first attempt to resolve the matter by direct negotiation. If the dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**F. SIGNATORY PARTNERS LITIGATION PROCEDURES.** Each Signatory Partner seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim shall promptly notify Requester of such claim and shall not settle such claim without the prior consent of Requester. Such Signatory Partners shall have the right to

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

**Article XIV - SUBROGATION.**

A. REQUESTER'S WAIVER. Requester expressly waives any rights of subrogation against Responder, which it may have on account of, or in connection with, Responder providing Emergency Assistance to Requester under this Agreement.

B. RESPONDER'S RESERVATION AND WAIVER. Responder expressly reserves its right to subrogation against Requester to the extent Responder incurs any self-insured, self-insured retention or deductible loss. Responder expressly waives its rights to subrogation for all insured losses only to the extent Responder's insurance policies, then in force, permit such waiver.

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

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

**Article XVI - MODIFICATIONS.**

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

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

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

**Article XVIII - GOVERNMENTAL AUTHORITY.**

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

**Article XIX - NO DEDICATION OF FACILITIES.**

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

**Article XX - NO PARTNERSHIP.**

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

**Article XXI - NO THIRD PARTY BENEFICIARY.**

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



**Article XXII - ENTIRE AGREEMENT.**

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

**Article XXIII - SUCCESSORS AND ASSIGNS.**

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

**Article XXIV - GOVERNING LAW.**

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

**Article XXV - VENUE.**

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

**Article XXVI - TORT CLAIMS.**

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

**Article XXVII - WAIVER OF RIGHTS.**

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



**Article XXVIII - INVALID PROVISION.**

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

**Article XXIX - NOTICES.**

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

## Signatory Documentation Sheet

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

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

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

**ORGANIZATION:**

**ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**AUTHORIZED SIGNATURE:**

**DATE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please submit this form to the King County Office of Emergency Management  
3511 NE 2<sup>nd</sup> Street  
Renton, WA 98056

## Regional Coordination Framework – Current Signatories

Cities	Other
City of Auburn	Evergreen Health
City of Bellevue	Harborview/UW Medicine (System)
City of Bothell	Highline College
City of Clyde Hill	Puget Sound Regional Fire Authority
City of Covington	King County
City of Duvall	King County Fire District #20
City of Enumclaw	King County Fire District #25
City of Federal Way	King County Fire District #28
City of Issaquah	NE Sammamish Sewer & Water District
City of Kent	Northwest Healthcare Response Network
City of Lake Forest Park	Puget Sound Energy
City of Medina	Ronald Wastewater
City of Mercer Island	Sammamish Plateau W & S District
City of Pacific	Seattle Children's Hospital
City of Redmond	Shoreline Community College
City of Renton	Soos Creek
City of Sammamish	UW Bothell
City of SeaTac	Vashon Island Fire & Rescue
City of Seattle	WA State Animal Response Team
City of Shoreline	Water District #19
City of Snoqualmie	VashonBePrepared
City of Woodinville	Covington Water District
Town of Skykomish	Crisis Clinic

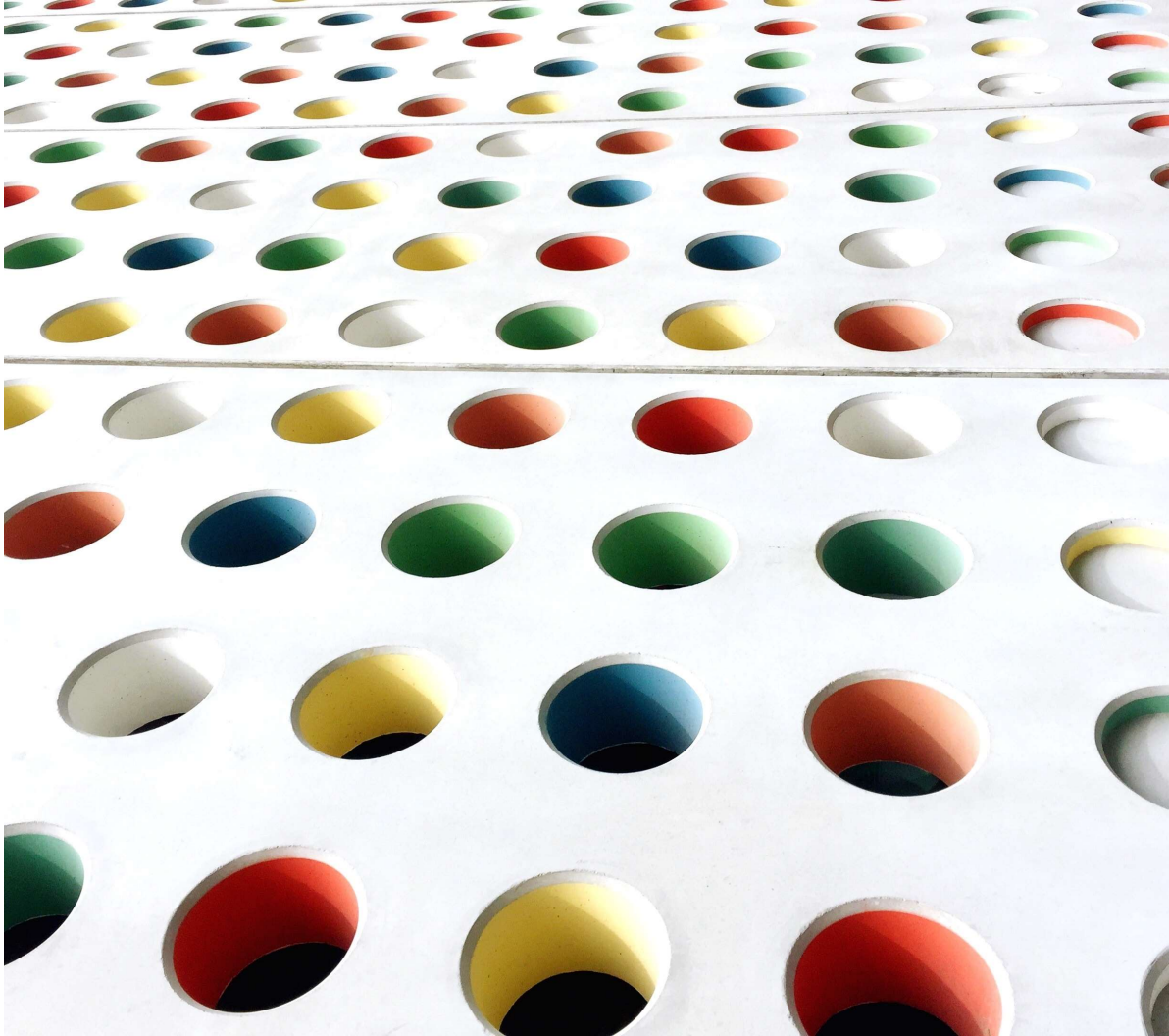


# Regional Coordination Framework:

- A regional mutual aid agreement

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Mindi Mattson  
Emergency Manager  
City of Tukwila



# Why the RCF is needed

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- Mutual Aid Agreements are limited
- Disasters don't know boundaries
- No jurisdiction can go it alone
- We may need help
- We may be able to give help

# Who's on board?

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## Cities:

Auburn, Bellevue, Bothell, Clyde Hill, Covington, Duvall  
Enumclaw, Federal Way, Issaquah, Kent, Lake Forest Park,  
Medina, Mercer Island, Pacific, Redmond, Renton,  
Sammamish, Seatac, Seattle, Shoreline, Snoqualmie,  
Skykomish, Woodinville

# Who's on board?

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## Other Signatories:

Evergreen Health, UW Medicine, Highline College, PS Fire Authority, King County, KC Fire Districts 20, 25, and 28, NE Sammamish Water, Northwest Healthcare Response Network, Puget Sound Energy, Ronald Wastewater, Sammamish Water, Seattle Childrens' Hospital, Shoreline CC, Soos Creek, UW Bothell, Vashon Fire, WASART, Water District 19, Vashon Be Prepared, Covington Water, Crisis Clinic



# The RCF in a nutshell

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▣ Administered by King County

Covers:

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

# The RCF in a nutshell

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- ❑ Completely voluntary and non-binding
- ❑ Does not impact “home rule”
- ❑ Contracts for shared resources done at time of disaster
- ❑ Resource can be recalled back to Tukwila at any time

# Questions?

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Mindi Mattson, MA, CEM

Emergency Manager

(206)971-8750 desk

(206)673-7480 cell

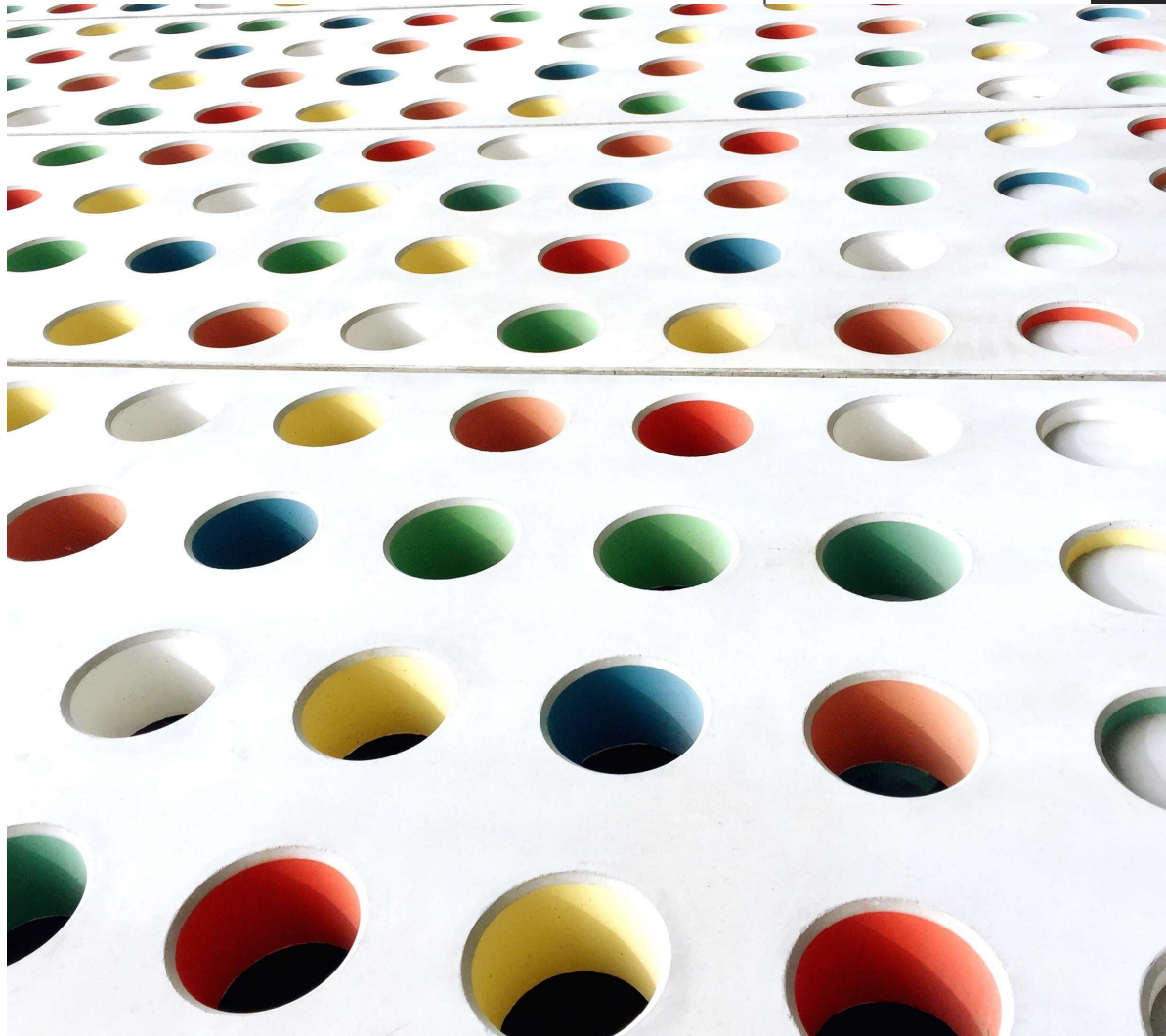


# Emergency Management Overview

- Where are we at?
- Where are we going?

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Mindi Mattson  
Emergency Manager  
City of Tukwila



# • Where are we at?

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- Completed Plans Review
- Secured Emergency Management Performance Grant (EMPG) funding for 2021
- Updated Draft Comprehensive Emergency Management Plan (CEMP)
- Created Cascadia Rising Training and Exercise Plan (TEP)
  - EOC Staff Training
  - Elected Officials Training
  - “Mini” Activations of EOC
  - Tabletop Exercises

# Where are we going?

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- Emergency Operations Center (EOC) Build-out
- Emergency Operations Center readiness
- Cascadia Rising June 2022
- Build out Emergency Management Budget
- Build out back up EOC at Station 52

# Where are we going?

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- Develop plan revision schedule
- Train and Exercise other capabilities
- Develop staff preparedness program
- Develop public-facing presence and education strategy
- Build partnerships with businesses, schools, and community organizations

# Questions?

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Mindi Mattson, MA, CEM

Emergency Manager

(206)971-8750 desk

(206)673-7480 cell







## City Council Community Services & Safety Committee

### Meeting Minutes

May 3, 2021 – 5:30 p.m. – *Electronic Meeting due to COVID-19 Emergency*

Councilmembers Present: Cynthia Delostrinos Johnson, Chair; De'Sean Quinn, Zak Idan  
Staff Present: David Cline, Ben Hayman, Tracy Gallaway, Eric Drever, Mindi Mattson,  
Norm Golden, Jay Wittwer, Kris Kelly, Laurel Humphrey

Chair Delostrinos Johnson called the meeting to order at 5:30 p.m.

### I. BUSINESS AGENDA

#### A. 2021 Parks & Recreation Capital Projects and Related Contracts

Staff provided an overview of capital projects completed in 2020 and planned for 2021, and requested authorization for two contracts: 1) Security Lines US in the amount of \$143,456 for security cameras at Cascade View, Codiga, Crystal Springs, Tukwila Pond, and the Community Center; 2) Mid Pac Construction Inc. in the amount of \$53,000 for tennis court repairs at Tukwila Park and Crystal Springs.

***Items(s) requiring follow-up:***

Provide additional context for security cameras in parks, including potential benefit to the community and insight from the Police Department.

***Committee Recommendation:***

Mid Pac Construction Inc. Contract – Unanimous approval. Forward to May 17 Regular Consent Agenda.

Security Line US Contract – Return to Committee with information requested.

#### B. Emergency Management Update and Work Plan

Staff presented an overview of the Emergency Management program.

***Items(s) requiring follow-up:***

Provide presentation to full Council.

***Committee Recommendation:***

Discussion only.

#### C. 2020 Fire Department Annual Report

Staff presented the report.

***Items(s) requiring follow-up:***

Return to Committee with Fire Marshal's Office update.

***Committee Recommendation:***

Discussion only.

