



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**April 18, 2005**

**Ordinance 15153**

**Proposed No.** 2005-0132.1

**Sponsors** Constantine and Hague

1 AN ORDINANCE authorizing the county executive to  
2 execute an interlocal agreement with selected special  
3 purpose districts located on Vashon Island for emergency  
4 management purposes, under chapters 39.34 and 38.52  
5 RCW.

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8 **STATEMENT OF FACTS:**

- 9 1. Vashon and Maury islands may be separated from the rest of King  
10 County due to a catastrophic disaster or terrorist event, preventing normal  
11 King County services of emergency management, law enforcement,  
12 transportation services, parks and law enforcement.
- 13 2. King County and selected special purpose districts residing on Vashon  
14 Island have expressed a cooperative interest in the establishment of the  
15 Vashon Island Emergency Management Area Interlocal Agreement  
16 whereby the fire, school, water, and special purpose districts, county  
17 department staff from roads, parks and the King County sheriff's office

18           may voluntarily develop a community emergency management plan and  
19           emergency operations center, to assist one another when disasters strike.

20           3. The Interlocal Cooperation Act, chapter 39.34 RCW, provides a useful  
21           mechanism for such a purpose.

22           4. Chapter 38.52 RCW authorizes counties to enter into mutual aid  
23           agreements with respect to the carrying out of emergency management  
24           functions.

25           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

26           SECTION 1. The county executive is hereby authorized to execute the attached

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CLERK  
KING COUNTY COUNCIL

27 Vashon Island Emergency Management Area Interlocal Agreement between King  
28 County and previously identified special purpose districts.  
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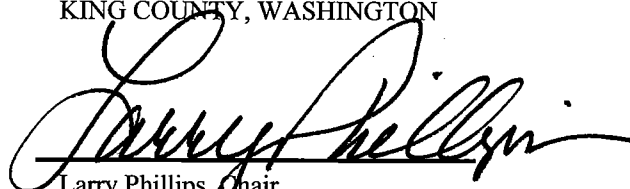
Ordinance 15153 was introduced on 4/4/2005 and passed by the Metropolitan King County Council on 4/18/2005, by the following vote:

Yes: 13 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Pelz, Mr. Dunn, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr. Irons, Ms. Patterson and Mr. Constantine

No: 0

Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON


  
Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 19 day of April, 2005.

  
Ron Sims, County Executive

**Attachments**      A. Vashon Island Emergency Management Area Interlocal Agreement

## Vashon Island Emergency Management Area Interlocal Agreement

**WHEREAS**, Vashon and Maury Islands may be separated from the rest of King County due to a catastrophic disaster or terrorist event, preventing normal King County services of emergency management, law enforcement, transportation services, and fire mutual aid, and

**WHEREAS**, the Agencies have expressed a cooperative interest in the establishment of a Vashon Island Emergency Management Interlocal Agreement to expedite the planning, coordination and facilitation of an emergency response, as well as a defined incident command structure within the geographical boundary of the Area and,

**WHEREAS**, in the event of an emergency, natural, terrorist or technological disaster, an Agency who has executed this Agreement may need emergency assistance in the form of supplemental personnel, equipment, materials or other support; and **WHEREAS**, each Agency may own and maintain equipment, stock materials and employ trained personnel for resources and activities in disaster preparedness, response and recovery, and is willing, under certain conditions, to lend its personnel, supplies, equipment and services to other Agencies in the event of an emergency or disaster; and

**NOW THEREFORE**, in consideration of the mutual covenants and Agreements hereinafter set forth, each undersigned Agency agrees as follows:

This "Vashon Island Emergency Management Area Interlocal Agreement" is made and entered into by and among public sector organizations (political subdivisions defined as cities or counties) and special purpose districts pursuant to RCW 39.34 which authorizes counties, cities and special purpose districts to enter into Interlocal Agreements and RCW 38.52 which authorizes counties and cities to form emergency management organizations.

**I. PURPOSE** The purpose of this Agreement is to provide the legal framework for those public sector organizations to provide a short-term emergency response following a catastrophic disaster event that results in the inability of King County Government to provide emergency management, roads, and law enforcement services to Vashon Island. Short term emergency response will include the activation and operation of the community Emergency Operations Center (EOC), and activation of the community Emergency Management Plan (EMP). The separated geographical area is called the Vashon Island Emergency Management Area. That area is defined as follows: "The current boundaries of Vashon and Maury Islands, and the operational boundaries of Fire District 13."

This Agreement includes King County Fire District 13, Water District # 19, Vashon Island School District, and King County by and through its Office of Emergency Management [the normal provider of emergency management services], its Department of Transportation, and its Sheriff's Office. Throughout this Interlocal Agreement, those public sector organizations may be referred to as 'Agency' or 'Agencies'.

**A. Support the Development of an Emergency Management Plan**

Each Agency shall assist in the development of the Vashon Island Area Emergency Management Plan providing a framework for the Vashon Island Emergency Management Area-wide disaster response, activities.

**B. Support the Development of an Emergency Operations Center (EOC), and pre-defined Incident Command Structure**

Each Agency shall assist in the development of The Vashon Island Area Emergency Operations Center facility, staffing, procedures and logistics support that will provide for the effective direction, control, and coordination of Vashon Island Area resources undertaken in accordance with the Vashon Island Emergency Management Plan. Additionally, each Agency will support the Incident Command Structure as defined in the Vashon Island Area Emergency Management Plan.

**C. During Catastrophic Disaster Events, Furnish Personnel, Resources, and Services**

Each Agency agrees to furnish those personnel, resources, and services to other Agencies as requested by the EOC, to respond to emergencies and disasters. It shall not, however, be a breach of this Agreement if an Agency can not furnish personnel resources or services because of its own need to respond to an emergency or disaster.

**I. DURATION:**

Each Agency shall authorize and approve this Interlocal Agreement by authorized signature of the Agency executive. This Agreement shall be effective upon adoption by two Agencies and shall remain in effect as long as two or more Agencies agree to participate. Upon adoption, an Agency shall send a certified copy of this Agreement to the King County Director of the Office of Emergency Management (OEM) for filing and reproduction of copies for all signatories.

**II. TERMINATION:**

This Agreement shall remain binding upon an Agency until it repeals the authorizing signature. An Agency shall give twelve (12) months notice before terminating this Agreement. Upon adoption of a repealing decision, the Agency shall send a certified letter of withdrawal to the King County Director of OEM. Withdrawal from this Agreement shall not relieve the withdrawing Agency from obligations assumed under this Agreement prior to the effective date of withdrawal.

**III. INDEMNIFICATION**

Each agency shall defend, hold harmless and indemnify all other Agencies, and its officers, elected officials and employees, from any and all claims, suits or actions, including the cost of defense, arising from the acts and omissions of its own officers, elected officials and employees while operating under this Agreement.

**IV. LIMITATIONS**

No guarantee of a perfect disaster response system is expressed or implied by this Interlocal Agreement. Since all government systems are vulnerable to natural, terrorist and technological disasters such systems may be overwhelmed. Each Agency can only attempt to make every reasonable effort to respond based on the situation, information, and resources available at the time of the disaster.

**V. INSURANCE**

Each Agency shall maintain insurance for the activities of its resources while operating outside of the Agency under this Agreement. The insurance maintained for the activities under this Agreement shall be at least equal to the insurance the Agency maintains for activities for its resources while operating within the Agency.

**VI. NO THIRD PARTY RIGHTS**

This Agreement is for the benefit of the Agencies and no person or entity shall have any rights under this Agreement as a third party beneficiary.

**VII. OPERATIONAL PROCEDURES**

A. The Agencies shall establish operational, cost reimbursement and planning procedures for carrying out this Agreement. Planning responsibilities are detailed in the Vashon Island EMP, whereas operational and cost reimbursement procedures will be detailed in the Vashon Island Area Emergency Operations Center Procedures Manual. (TBP).

B. The Agencies agree that the King County OEM shall administer activities carried out pursuant to this Agreement.

C. The Agencies agree that no real or personal property shall be acquired pursuant to this Agreement.

King County Fire District 13

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

King County Sheriff's Office

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Water District 19

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Vashon Island School District

\_\_\_\_\_  
Authorized Representative

King County Executive

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Authorized Representative

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Date