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City of Woodinville

**Memorandum of Understanding Between the City of Woodinville
and King County Parks
Concerning the Placement, Maintenance and Care of Disaster Relief
Supplies**

The City of Woodinville and King County Parks have reached an understanding as follows:

Whereas, the parties have determined that there is a need to stockpile and stage disaster relief supplies throughout King County for use by disaster responders for purposes of caring for citizens during a disaster; and

Whereas, the parties understand that by de-centralizing and pre-positioning disaster relief supplies in various centralized community locations throughout King County, the issuance of disaster relief supplies during times of a declared disaster or localized emergency will be expedited; and

Whereas, the parties understand that government, citizens and non-governmental organizations must coordinate response and recovery in an effort to make the best use of limited resources and avoid duplication of services; and

Whereas, the parties understand that there may be disaster events in the region so devastating that transportation and communication services are so disrupted and affected community members and localized regions may find it necessary to engage in sheltering and other community support; and

Whereas, the parties enter into this memorandum of understanding to provide for the health, safety and welfare of the citizens of the City of Woodinville and King County and agree as follows:

1. Definitions

- a. Storage Room: For the purposes of this document, the Storage Room is the Carol Edwards Center (Community Center) located on 17401 133rd Avenue NE, Woodinville, WA.
- b. Disaster Relief Supplies: Goods and materials supplied by King County Parks used to permit disaster victims to recover from the effects of a disaster. Examples of such materials include, but are not limited to: cots, blankets, paper and hygiene products, forms and documentation, and related items.
- c. Localized Emergency: A man-made or naturally occurring disaster event that results in the displacement of citizens in the community, but which does not affect such a number of people that would necessitate the enactment of the county disaster plan.

d. Declared Disaster: A disaster which receives official recognition from city, county, state, or federal government because of the magnitude of the disaster or the number of people affected by the event.

2. Storage and Use of Disaster Relief Supplies

a. King County Parks, through funding from the Department of Homeland Security, has purchased certain Disaster Relief Supplies and desires to store them in Woodinville in the Storage Room. These Disaster Relief Supplies specifically include 100 blankets and 50 sleeping cots. City of Woodinville stores additional emergency shelter supplies in the Storage Room, and will maintain separate inventory tracking sheets for King County Parks' supplies and City supplies.

b. City of Woodinville shall maintain the Storage Room. Maintenance includes a level of care that preserves the integrity and usability of the Disaster Relief Supplies stored in the Storage Room, including providing unfettered access to the Disaster Relief Supplies in the event of an emergency. King County Parks reserves the right to remove and relocate the Disaster Relief Supplies stored in the Storage Room if it determines that inadequate maintenance of the Storage Room risks the integrity, usability, or accessibility of the Disaster Relief Supplies.

c. If City of Woodinville needs to move the Disaster Relief Supplies to a new location, the City shall notify King County Parks as soon as possible of the conditions which required the Disaster Relief Supplies to be moved. If practical, City shall obtain written permission from King County Parks prior to any such relocation of the Disaster Relief Supplies. If King County Parks needs to move the Disaster Relief Supplies to a new location, King County Parks shall notify the City as soon as possible of the conditions which require the Disaster Relief Supplies to be moved.

d. King County Parks is not responsible for stocking or maintaining the Disaster Relief Supplies stored in the Storage Room. If the Disaster Relief Supplies are removed and used for a Local Emergency or a Declared Disaster, the supplies will not be replenished by King County Parks.

e. City of Woodinville shall provide King County Parks access to the Disaster Relief Supplies stored in the Storage Room during Disaster Relief Operations. Should King County Parks need access to the Disaster Relief Supplies outside of normal business hours, King County Parks shall call City of Woodinville's EOC and the City shall provide King County Parks access to Disaster Relief Supplies not being used by the City of Woodinville.

f. The City may use the Disaster Relief Supplies after a Declared Disaster has been proclaimed. This declaration must come from the City of Woodinville, King County Office of Emergency Management, Washington State Department of Emergency

management, or the federal government. If the Disaster Relief Supplies are used without this declaration, the City shall replenish the Disaster Relief Supplies with items of equal quality that are approved by the Red Cross as soon as possible to re-establish site integrity.

3. Hold Harmless

a. King County Parks shall protect, indemnify and save harmless the City, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of King County Parks, its officers, elected officials, agents, volunteers and employees in performing this Memorandum of Understanding.

b. City shall protect, defend, indemnify and save harmless King County Parks, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of City, its officers, elected officials, agents, volunteers and employees in performing this Memorandum of Understanding.

4. Notices

All notices required to be given under the terms of this Memorandum of Understanding shall be sent in writing or hand delivered to the parties at the addresses below:

City of Woodinville
Attn: Justina Tate
Emergency Preparedness Coordinator
17301 133rd Avenue NE
Woodinville, WA 98072

King County Parks
3005 NE 4th
Renton, WA 98056

5. Severability

The invalidity of any provision of this Memorandum of Understanding, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision herein.

6. Term

The term of this Memorandum of Understanding shall commence on the date of the final signature of all parties and be subject to annual review on the final signature date. This Memorandum of Understanding will remain in effect unless a request for modification or termination is sent to the other party, in writing, with at least 60 days notice.

The parties agree to the provisions above and will adhere to them during the course of this Memorandum of Understanding. This Memorandum of Understanding supersedes and replaces all previous agreements.

City of Woodinville
Richard A. Leahy 10/4/2007
Richard A. Leahy, City Manager Date

King County Parks
Tom Heney 11.28.07
Name Date