I-04-007

Contract # 2956
(Obtain from City Clerk)

CITY OF SHORELINE

CONTRACT REVIEW/APPROVAL ROUTING FORM

INSTRUCTIONS:

1. First time original contracts
a.) Contact City Clerk's Office for Contract Number
b.) One copy of the contract routing form
c.) Three original contract documents

2. Amendments/Change Orders
a) Contact City Clerk's Office for Contract Number
b) One copy of the contract routing form
c) Three original amendments/change orders
d) One copy of the original contract

CONTRACT DESCRIPTION

Contract Originator: Flannary Collins
Department/Division: CAT Date: 10/6/04

Type of Contract: ☐ (C) Building Construction ☐ (L) Lease Agreement ☒ (I) Intergov't Agreement
☐ (A) Addendum/Change Order ☐ (W) Public Works ☐ (O) Other
☐ (GR) Grants ☐ (S) Purchase of Services *(all types)*

CONTRACT TITLE: Interlocal Agreement Between the City and Shoreline Fire Department to Provide An Emergency Operations Center Pursuant to the Shoreline Emergency Management Interlocal.
Brief Description of Services: Shoreline Fire to provide EOC at Fire Department; City to supply EOC.
Contract Modification: Has the original contract boilerplate language been modified? N☒ Y☐ If yes, list which sections have been modified.
Bid/RFP Number: x

Name of Consultant/Contractor Shoreline Fire Department

Effective Date: upon signature **Termination Date:** Annual automatic renewal

Total Amount of Contract: x **OrgKey # & Object #**

(including reimbursable expenses) **J/L #** (if required)

Is there sufficient funds in the current budget to cover this contract? Y☐ N☐ If no, from where are the additional funds coming?

Payment Terms *(monthly installments, progress payments, etc.)*: x

Remarks:

FILED
OCT 14 2004
CITY CLERK
CITY OF SHORELINE

SIGNATURE ROUTING: **Date**

☒ 1. Project Manager/Director — FPC 10/6/04
☐ 2. Risk Mgmt/Budget
☒ 3. City Attorney — FPC 10/6/04
☐ 4. Send to Consultant for signature (only send contract documents)
☒ 5. City Council Approval (if required) — 9/27/04 (mo/day/year)
☒ 6. City Manager (if required)
☐ 7. Dept. Director (if authorized)
☐ 8. City Clerk — CMS 10/14/04
☐ 9. Purchasing

CITY OF SHORELINE

Memorandum

DATE: **October 6, 2004**

TO: **Steven C. Burkett, City Manager**

FROM: **Flannary P. Collins, Assistant City Attorney**

RE: **Interlocal Agreement with Shoreline Fire for the EOC**

Attached for your signature is the Interlocal Agreement Between the City of Shoreline and the Shoreline Fire Department to Provide an Emergency Operations Center Pursuant to the Shoreline Emergency Management Interlocal Agreement ("Interlocal"). On September 27, 2004, the City Council authorized you to execute the Interlocal. Chief Ron Mehlert of Shoreline Fire has already signed the agreement. Thus, the Interlocal will be effective upon your signature.

FILED
OCT 1 4 2004
CITY CLERK
CITY OF SHORELINE

Shoreline
City Clerk
Receiving
Number
2956

Interlocal Agreement Between the City of Shoreline and the Shoreline Fire Department to Provide an Emergency Operations Center Pursuant to the Shoreline Emergency Management Interlocal Agreement

This Agreement is made and entered into on this 7th day of October 2004, between the City of Shoreline ("City") and the Shoreline Fire Department ("Fire Department"), both municipal corporations of the State of Washington, located in Shoreline, Washington.

WHEREAS, the City and the Fire Department enter into this Agreement pursuant to and as authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW);

WHEREAS, the City and the Fire Department have entered into the Shoreline Emergency Management Interlocal Agreement in order to provide timely emergency response and recovery through cooperation, coordination and sharing of resources and expertise during an emergency;

WHEREAS, the Shoreline Emergency Management Interlocal Agreement details the need for an Emergency Operations Center ("EOC") that will serve as a single coordinating point for response and recovery during an emergency;

WHEREAS, the EOC performs unified command, control and resource coordination between the organizations subscribing to the Shoreline Emergency Management Interlocal Agreement, the Regional Disaster Plan Zone 1, and County, State and Federal agencies.

WHEREAS, the City Manager or designee has the authority to activate the EOC based on anticipated or present events that require the coordination of resources to provide an effective response and recovery to protect human life, property or natural resources;

WHEREAS, the Shoreline Emergency Management Interlocal Agreement is activated when the EOC is activated;

WHEREAS, the EOC will be located at the Fire Department and will use the Incident Command System to coordinate community emergencies.

NOW, THEREFORE, the City and the Fire Department agree to cooperate, coordinate and share resources in the operation the EOC as detailed in this Agreement.

I. Responsibilities

The responsibilities of the parties to this Agreement shall be as follows:

A. Fire Department

1. Provide an EOC in Room 103 of the Shoreline Fire Department at 17525 Aurora Ave. N., Shoreline, WA 98133. (See floor plan attached as Exhibit A.)

2. Meet quarterly with the Emergency Management Coordinator to develop a schedule for use of the EOC for emergency training and other purposes. The City shall have priority access to the EOC during emergency activation under the Interlocal Agreement. The Fire Department shall have scheduling priority over other EOC uses.
3. Provide and pay for routine maintenance and repair of the EOC, including custodial services.
4. Pay for all utility services and telephone charges.
5. Store and maintain servers provided by the City. Servers will be stored in Rooms 109/110.

B. The City
1. Provide phone lines to the EOC.
2. Provide a fiber optic line between Shoreline City Hall and the Fire Department to provide for systems support during activation of the EOC.
3. Provide servers to the Fire Department and provide workstations for the EOC.
4. Provide materials needed for EOC operations upon approval by the Emergency Management Coordinator.
5. Meet quarterly with the designated Fire Department administrator to develop a schedule for use of the EOC for emergency training and other purposes.

II. Administration

A. Any notices or actions required as a result of this contract shall be directed to the following:

To the Fire Department:
Fire Department Chief or his/her designee
17525 Aurora Ave. N.
Shoreline, WA 98133

To the City:
Emergency Management Coordinator
1206 N. 185th St.
Shoreline, WA 98133

B. The designated Fire Department administrator and the Emergency Management Coordinator shall meet quarterly and otherwise as needed.

C. Any conflict not resolved by the administrators shall be referred to the City of Shoreline City Manager and the Fire Department Chief, who shall resolve the conflict.

III. Duration of Agreement

This Agreement shall be effective upon signature of both parties, and shall automatically renew from year to year unless otherwise amended or terminated as provided hereafter.

IV. Termination

Either party has the right to terminate this agreement for any reason upon providing six (6) months advance written notice to the Emergency Management Coordinator or the Fire Department administrator.

V. Amendments

This Agreement shall be amended only by written agreement of both parties.

VI. Indemnification

A. The Fire Department shall indemnify, defend and hold the City and its officers, agents, employees and volunteers harmless from all costs, claims or liabilities of any nature including attorneys' fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the acts, errors, or omissions of the Fire Department, its agents or employees in the performance of this Agreement.

B. The City shall indemnify, defend and hold the Fire Department and its officers, agents, employees and volunteers harmless from all costs, claims or liabilities of any nature including attorneys' fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the acts, errors, or omissions of the City, its agents or employees in the performance of this Agreement.

VII. Severability

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

SHORELINE FIRE DEPARTMENT

Ron Mehlert, Fire Chief

8/17/04
Date

CITY OF SHORELINE

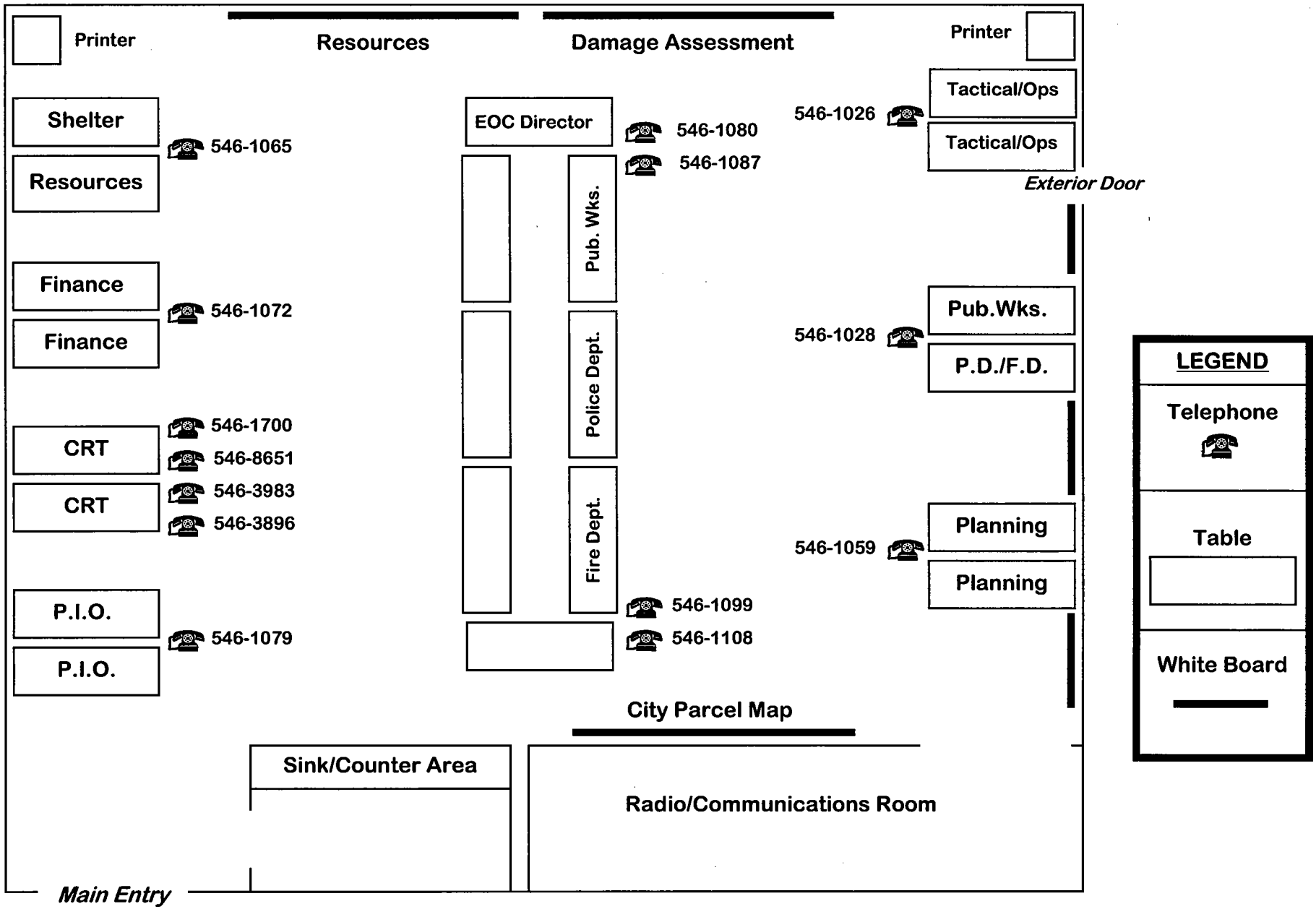
Steve Burkett, City Manager

10-7-04
Date

Approved as to Form:

Ian Sievers, Shoreline City Attorney

Shoreline E.O.C. Layout Scheme *(drawing not to scale)*



K/common/shared/EOC/EOCLayout

EXHIBIT A