



I.15-012

Receiving # 8213
(obtain from City Clerk)

CONTRACT ROUTING FORM

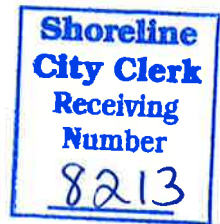
DESCRIPTION	Originator:	Gail Harris	Routed by:	Victoria Alie
	Department/Division:	CSD	Date:	June 16, 2015
	Name of Consultant/Contractor:	Shoreline Fire Department		
	CONTRACT TITLE:	Shoreline Fire MOU - Agreement for use of the Primary EOC at Station 61		

CONTRACT CONTENT	Type of Contract:	<input type="checkbox"/> (GR) Grants	<input type="checkbox"/> (I) Intergovernmental Agreement	<input type="checkbox"/> (L) Lease Agreement
		<input type="checkbox"/> (S) Purchase of Services	<input type="checkbox"/> (W) Public Works	<input checked="" type="checkbox"/> (O) Other
	Bid/RFP Number:			
	Effective Date:	Completion Date:		
	Has the original contract boilerplate language been modified?	<input type="radio"/> Yes <input type="radio"/> No		
	If yes, specify which sections have been modified:			
Description of Services:				

FINANCIAL DETAILS	Total Amount of Contract:							
	Org Key - Obj #		Amount:		Org Key - Obj #		Amount:	
	J/L # - Task #				J/L # - Task #			
	Org Key - Obj #		Amount:		Org Key - Obj #		Amount:	
	J/L # - Task #				J/L # - Task #			
	Org Key - Obj #		Amount:		Org Key - Obj #		Amount:	
J/L # - Task #				J/L # - Task #				
Are there sufficient funds in the current budget to cover this contract? <input type="radio"/> Yes <input type="radio"/> No								
Remarks: No Financial Impact - Council Approved Motion on 6/1/15. Replaces #4653								

FORMS	For Public Works/Small Works Contracts:				For Service Contracts:			
	<input type="checkbox"/> Selection Form	<input type="checkbox"/> Business License	<input type="checkbox"/> Selection Form	<input type="checkbox"/> Business License				
	<input type="checkbox"/> Contractor Responsibility Form	<input type="checkbox"/> Certificate of Insurance	<input type="checkbox"/> Certificate of Insurance	<input type="checkbox"/> W-9 Form				
	<input type="checkbox"/> Contract Bond/In Lieu of Form	<input type="checkbox"/> W-9 Form						

SIGNATURE	Authorization Level:	City Manager		
	<input type="checkbox"/> 1. Project Manager	<input checked="" type="checkbox"/> 2. Risk Management/Budget	<input checked="" type="checkbox"/> 3. City Attorney	<input type="checkbox"/> 4. Consultant/Contractor
	<input type="checkbox"/> 5. (click to select or overwrite)	<input checked="" type="checkbox"/> 6. City Council (if required)	<input checked="" type="checkbox"/> 7. City Manager	<input checked="" type="checkbox"/> 8. City Clerk
		<input type="checkbox"/> 9. Originating Department	June 1, 2015 CA 6/29/15	



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SHORELINE AND THE SHORELINE FIRE DEPARTMENT
TO PROVIDE AN EMERGENCY OPERATIONS CENTER FACILITY**

EFFECTIVE DATE: JUNE 1, 2015

THIS MEMORANDUM OF UNDERSTANDING (MOU), is made and entered into under the authority of RCW chapter 39.34, by the CITY OF SHORELINE, a municipal corporation organized under Title 35A RCW ("Shoreline"), and the SHORELINE FIRE DISTRICT, a special purpose district organized under Title 52 RCW ("Fire Department"). The intent of this MOU is to establish the terms and conditions for the operations and management of an Emergency Operations Center that may be activated by Shoreline in times of emergency.

THEREFORE, the Fire Department hereby grants to Shoreline the use of a portion of its Training and Support Facility for an Emergency Operations Center, upon the following terms and conditions:

A. ACTIVATION OF EMERGENCY OPERATIONS CENTER

1. The Emergency Operations Center (EOC) shall only be activated in the event of an emergency.
2. Emergency shall mean a natural or human-caused event or set of circumstances which:
(1) demands immediate action to preserve public health, protect life, protect property, protect natural resources or to provide relief to any stricken community overtaken by such occurrences, or (2) reaches such a dimension or degree of destructiveness as to warrant the governor declaring a state of emergency.
3. The Shoreline City Manager or designee, as outlined in the City of Shoreline's Comprehensive Emergency Management Plan (CEMP), has the sole authority to activate the EOC based on anticipated or present emergency events that require the coordination of resources to provide for an effective response and recovery

B. PREMISES

1. The Fire Department hereby grants to Shoreline the use of a portion of the Fire Department's Training and Support Facility ("Facility") located at 17525 Aurora Avenue

North, Shoreline, Washington and referenced as Fire Station 61. The Fire Department grants Shoreline the use of its Facility as shown on Exhibit 1 ("Premises").

2. Use of the Premises

a. Shoreline shall use the Premises for the purpose of providing an Emergency Operations Center (EOC). The intent of the EOC is to provide a single point for a coordinated response and recovery during an emergency.

b. Shoreline shall have authority to use the Premises as an EOC in times of an emergency and, at the convenience of the Fire Department, to convene meetings related to emergency management and to conduct emergency management training activities for Shoreline or volunteer support organizations.

c. Shoreline shall not use the Premises for any purposes not stated in this MOU without the prior consent of the Fire Department. All such consent shall be provided in writing by the Fire Department's current Fire Chief.

d. Upon activation of the EOC, Shoreline shall have absolute priority over routine use of the Premises or any planned activities within the Premises.

e. Volunteer support organizations, including Auxiliary Communications Services (ACS) and Community Emergency Response Team (CERT), may, if authorized by Shoreline, use the Premises during times of emergency or for training purposes.

f. Shoreline recognizes its obligations to comply with the Fire Department's rules and protocols for use of its Facility.

3. Maintenance of the Premises

a. The Fire Department shall ensure the security and safety of the Premises at all times when the EOC is not activated. If the EOC is activated Shoreline will make arrangements with the Shoreline Police Department to provide security.

b. The Fire Department shall provide and pay for routine maintenance and repair of the Premises, including janitorial services.

4. Shoreline shall not alter, remodel, or in any way modify or change the present condition or appearance of the Premises without consent of the Fire Department. All such consent shall be provided in writing by the Fire Department's current Fire Chief.

C. USER FEE

The Fire Department shall not charge Shoreline for use of the Premises for the any of the purposes set forth in this MOU.

D. EQUIPMENT, SUPPLIES, AND COST SHARING

1. Equipment

a. Shoreline, at its own expense, has supplied the Premises with various types of equipment. Equipment includes, but is not limited to, computers, servers, radios, televisions, antenna, and work stations. A listing of Shoreline-owned equipment is included as Exhibit 2 to this MOU ("Equipment"). The Equipment shall remain the property of Shoreline and, upon termination of this MOU, Shoreline shall have the right to remove the Equipment from the Premises.

b. Shoreline agrees that if it removes the Equipment, Shoreline will restore the Premises to their pre-installation condition.

c. Of the Equipment listed on Exhibit 2, the Fire Department shall be allowed to use only the following: televisions, audio-visual equipment, designated computers, and work stations. Use of the Equipment shall be at the Fire Department's own risk and expense. The Fire Department agrees that if the Equipment is damaged during the time of its use, that the Fire Department shall repair or replace the Equipment within thirty (30) calendar days of its damage. The cost of repair or replacement will be solely that of the Fire Department. Replacement equipment shall be of equal value and quality.

d. Any necessary storage of the Equipment will be provided by the Fire Department in the area(s) denoted on Exhibit 1. The Fire Department shall at all times take reasonable steps necessary to protect the Equipment from theft, loss, or damage. If, except due to Shoreline's negligence, any Equipment is stolen, lost, or damage, the Fire Department shall repair or replace the Equipment within thirty (30) calendar days its theft, loss, or damage. The cost of repair or replacement will be solely that of the Fire Department. Replacement equipment shall be of equal value and quality.

2. Supplies

a. Shoreline, at its own expense, has supplied the Premises with various types of supplies. Supplies include, but are not limited to, office supplies, computer supplies, and other items necessary for the day-to-day operation of the EOC. Supplies are for the sole use of Shoreline and are not to be used by the Fire Department.

b. If the Fire Department uses Shoreline's supplies, then it shall replace those supplies within thirty (30) calendar days of the use. The cost of replacement will be solely that of the Fire Department. Replacement supplies shall be of equal value and quality.

3. Utility and Communication Services Fees

a. Shoreline has provided phone lines, cable television, and a fiber optic line to the Premises. The Fire Department is responsible for all charges related to the provision of phone and cable television services.

b. The Fire Department shall provide and pay for all utility services, including water, electricity, and sewer for the EOC.

E. ACCESS TO PREMISES AND MANAGEMENT OF PERSONNEL

1. Upon activation of the EOC, Shoreline shall have sole authority for the management of Shoreline employees and, except as provided below, volunteers.
2. Upon activation of the EOC, Shoreline and the Fire Department shall jointly manage supporting volunteer organizations, such as Auxiliary Communications Services (ACS) and Community Emergency Response Team (CERT), utilized during EOC activation. The incorporation of an organization into an emergency will be at the discretion of the Shoreline EMC or his/her designee or the Shoreline Fire Chief or his/her designee. The requesting entity, Shoreline or the Fire Department, must assign supervision of any CERT/ACS members deployed into an emergency or disaster scene.
3. Access to the Premises shall be limited to implementing the purposes of this MOU. Shoreline shall be responsible for any damage or loss resulting from Shoreline employees and other invitees of Shoreline gaining access to the Facility and Premises for the purposes set forth in this MOU.

F. TERM

1. The initial term of this MOU shall be from June 1, 2015 to December 31, 2015, and then shall automatically renew for additional one (1) year terms every year thereafter on January 1, unless amended or terminated as provided herein.
2. This MOU may be terminated for any reason by written notice from either party delivered in accordance with Section J. Notice of termination shall be provided six (6) months in advance of the termination date.

G. USE OF EOC BY NEIGHBORING JURISDICTIONS

During periods of emergency, neighboring jurisdictions may temporarily be unable to utilize their designated EOC. The Fire Department agrees that Shoreline may enter into agreements with neighboring jurisdictions for the use of Premises as a secondary EOC. The terms and conditions will be set forth in a separate agreement for which the Fire Department will be made a party to that agreement.

H. INSURANCE

Each party to this MOU shall be responsible for obtaining and maintain its own liability and property insurance against losses or liability related to this MOU.

I. INDEMNIFICATION

Each party shall indemnify, defend, and hold the other party, its officers, officials, agents, employees, and volunteers harmless from any and all claims, injuries, damages, loss, or suits, including attorney's fees, costs, and expenses, arising out of the acts, errors, or omissions of the indemnifying party, its officers, officials, employees, agents, and volunteers in the performance of it obligations under this MOU, except to the extent the injuries or damages were caused by the indemnified party.

In the event a court of competent jurisdiction determines that RCW 4.24.115 applies to this MOU, then in the event of liability caused by concurrent negligence of both parties, each party shall be responsible only to the extent of its own negligence.

The parties waive immunity under the Industrial Insurance Act, Title 51 RCW, solely to the extent necessary to provide indemnity to each other for injuries to each other's employees. This waiver has been mutually negotiated.

J. ADMINISTRATION

1. All notices or actions required by this MOU shall be directed to the following:

To: City of Shoreline
Emergency Management Coordinator
17500 Midvale Avenue North
Shoreline, WA 98133

To: Shoreline Fire Department
Fire Chief
17525 Aurora Avenue North
Shoreline, WA 98133

2. The SEM Coordinator and the Fire Department Chief, or their designee, shall meet at least on a semi-annual basis to address any issues that may arise under this MOU including, but not limited to, the scheduling of the EOC for emergency training purposes.

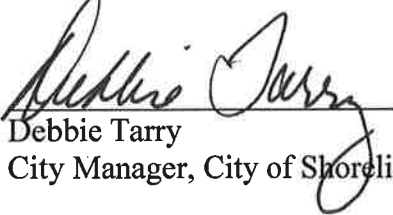
3. Any issue or conflict not resolved by the SEM Coordinator and the Fire Chief shall be referred to the Shoreline City Manager. The City Manager and the Fire Chief shall work cooperatively to resolve any issue or conflict.

K. GENERAL PROVISIONS

1. This MOU contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU, shall be deemed to exist or bind any of the parties hereto. Either party may request amendments to this MOU. Proposed amendments which are mutually agreed upon shall be incorporated by written amendment to this MOU.
2. The parties shall comply with all applicable laws, ordinance codes, rules, and regulations.
3. This MOU shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out this MOU shall be King County Superior Court. If any litigation is brought by any party to enforce the terms of this MOU or to redress any breach thereof, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.
4. If any term, provision, covenant, or condition of this MOU 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.
5. Except as provided herein, neither party shall assign this MOU, or any part thereof, without the written consent of the other party, which consent shall not be unreasonably withheld. If the proposed assignee is a government agency, then it shall be reasonable for either party to require assignee to execute an interlocal agreement or memorandum of understanding with indemnity, insurance, default, and termination clauses. This MOU shall not be assignable by operation of law. No assignment shall be effective until the assignee, in writing, shall execute an interlocal agreement or memorandum of understanding or assume this MOU, and agree to perform and be bound by all of the obligations of accruing under this MOU for that party from and after the date of such assignment.


This Memorandum of Understanding is executed by:

CITY OF SHORELINE


Debbie Tarry
City Manager, City of Shoreline


Dated: 6/24/15

SHORELINE FIRE DEPARTMENT


Matt Cowan
Fire Chief, Shoreline Fire Department

Dated: 6/24/15

Approved as to Form:


Margaret A. King
City Attorney, City of Shoreline

Attachments:

- Exhibit 1 – Diagram of City’s Use of Shoreline Fire Station 61
- Exhibit 2 – City Equipment/Assets Located at Shoreline Fire Station 61

ER ASSETS LOCATED AT FIRE STATION #63, 64, 65

6/15/2015

Purchase Price	Maker	Model	Serial-VIN
\$ 149.99	DOD-TECH	F500LHD	
\$ 128.21	Solarcon	A-99CK 17'	
		FT-847	
\$ 122.24	Tigertronics	SL-USB-6PM	
\$ 122.24	Tigertronics	SL-USB-6PM	
\$ 122.24	Tigertronics		
\$ 149.99	DOD-TECH	F500LHD	
	Monitor		
\$ 159.99	KENWOOD	TM271A 144 MHZ	90300174
\$ 249.99	ALINCO	DR-235 TMK III 220MHZ	M001303
\$ 250.21	HEI	HEIL DLX BM MIC/HEADSET/HC4&5	
\$ 250.21	HEI	HEIL DLX BM MIC/HEADSET/HC4&5	
	ICOM	IC 2800H	
\$ 149.99	DOD-TECH	F500LHD	