

# I · 15 - 0/2 Receiving # 8214

(obtain from City Clerk)

## **CONTRACT ROUTING FORM**

z	Originator:	Gail Harris			Routed by:	Victoria Alie		
10	Department/Division:	CSD			Date:	June 16, 201	5	
R	Name of Consultant/Contractor:	Shoreline Fire De	partment					
DESCRIPTION	CONTRACT TITLE:							
ā		Shoreline Fire Mo	OU - For Use of Ro	oms a	Stations 63	, 64, and 65		
	Type of Contract: (GR) Gra		(I) Intergovernme	-	reement	(L) Lease		
Z	(S) Purch	ase of Services	(W) Public Works	3		(O) Other		
CONTENT	Bid/RFP Number:							
	Effective Date:			Comple	etion Date:			
CT	Has the original contract boilerplate	language been mod	lified?	Yes	○ No			
CONTRACT	If yes, specify which sections have	been modified:					¥.	
Ö	Description							
Ğ	of Services:							
	Total Amount of Contract:							
	Org Key – Obj #	Amount:	Org Key -	-		Amount:		
က	J/L # - Task #	Amount.	J/L # – Ta			Amount		
¥	Org Key – Obj # J/L # – Task #	Amount:	Org Key - J/L # – Ta			Amount:		
B	Org Key – Obj #	A	Org Key -			Amaziati		
IAL.	J/L # – Task #	Amount:	J/L # — Ta	ısk#		Amount:		
FINANCIAL DETAILS	Are there sufficient funds in the curr	rent budget to cover t	this contract?	Yes	○ No			
N.	Remarks: No Financial Impact - Co	ouncil Approved Moti	on on 6/1/15.					
100	H							
_				-				
S	For Public Works/Small Works Co	ontracts:		For	Service Contr	acts:		
FORMS	Selection Form	☐ Business Lic			election Form		usiness License	
6	☐ Contractor Responsibility Form ☐ Contract Bond/In Lieu of Form	☐ Certificate o ☐ W-9 Form	T Insurance	_	ertificate of Ins V-9 Form	surance		
	_ CT. CT. BOILD IN LIOU OF TOM							
ÁV	Authorization Level: City Ma	nager						
RE			<b>5</b> 7.0.0	it. 0		lune d cod	E	
2	<ul><li>☐ 1. Project Manager</li><li>☑ 2. Risk Management/Budget</li></ul>	V.	⊠ 6. C		ncil <i>(if required)</i> ager	June 1, 201	. / .	
SIGNATURE	☑ 3. City Attorney	<b>♦</b>	⊠ 8. Ci	ity Clerk		CN	6/29/15	
<u>S</u>	<ul><li>4. Consultant/Contractor</li><li>5. (click to select or overwrite)</li></ul>		9. O	riginatin	g Department	:		



# MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SHORELINE AND THE SHORELINE FIRE DEPARTMENT FOR EMERGENCY MANAGEMENT COMMUNICATIONS

EFFECTIVE DATE: JUNE 1, 2015

THIS MEMORANDUM OF UNDERSTANDING (MOU), is made and entered into 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 utilization of certain Fire Department facilities for the purpose of emergency management communications.

THEREFORE, the Fire Department hereby grants to Shoreline the use of certain facilities for emergency management purposes upon the following terms and conditions:

#### A. PREMISES

- 1. The Fire Department hereby grants to Shoreline the use of a portion of the following locations (collectively, the "Premises") for the purpose of emergency management communications:
  - a. Shoreline Fire Station No. 63 located at 1410 NE 180<sup>th</sup> Street, Shoreline, WA.
  - b. Shoreline Fire Station No. 64 located at 719 N. 185<sup>th</sup> Street, Shoreline, WA.
  - c. Shoreline Fire Station No. 65 located at 145 NE 155<sup>th</sup> Street, Shoreline, WA.

#### 2. Use of the Premises

a. Shoreline shall use the Premises only for the purpose of providing communications during an emergency. 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. The Shoreline City Manager or designee, as outlined in the City of Shoreline's Comprehensive Emergency Management Plan (CEMP), has the sole authority declare an emergency.

- b. Shoreline, at its own cost, has installed antenna, radios and other equipment for emergency communications management purposes at the Premises ("Equipment"). The locations of the Equipment are in included in Exhibit 1 to this MOU.
- c. Shoreline shall have authority to use the Premises for communication purposes during an emergency and shall not use the Premises for any purpose not stated in this MOU, without the consent of the Fire Department. All such consent shall be provided in writing by the Fire Department's Fire Chief.
- d. 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 Fire Chief.

#### B. 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.

#### C. EQUIPMENT AND COST SHARING

#### 1. Equipment

- a. Shoreline, at its own expense, has supplied and installed at the Premises Equipment for emergency communication management purposes. A listing of Shoreline-owned Equipment is included as Exhibit 1 to this MOU.
- b. 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.
- c. Shoreline agrees that if it removes the Equipment, Shoreline will restore the Premises to their pre-installation condition.
- d. The Fire Department shall be allowed to use the Equipment. If the Equipment becomes damaged due to the Fire Department's action or an action under its control, the Fire Department shall repair or replace the Equipment within thirty (30) calendar days of the 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. Utility Services Fees

The Fire Department shall provide and pay for all utility services, such as electricity, necessary for the operation of the Equipment.

#### D. 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 F. Notice of termination shall be provided six (6) months in advance of the termination date.

#### E. <u>INSURANCE</u>

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.

#### F. INDEMNIFICATION

- 1. Shoreline shall indemnify, defend, and hold the Fire Department and 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 for or on account of injuries or damages sustained by any persons or property resulting from the negligent and/or intentional acts, errors, or omissions of the City, its agents, or employees in the performance of this MOU.
- 2. The Fire Department shall indemnify, defend, and hold Shoreline and 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 for or on account of injuries or damages sustained by any persons or property resulting from the negligent and/or intentional acts, errors, or omissions of Shoreline, its agents, or employees in the performance of this MOU.

#### G. 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. Any issue or conflict not resolved by the Shoreline Emergency Management (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.

#### H. 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 of 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. 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.

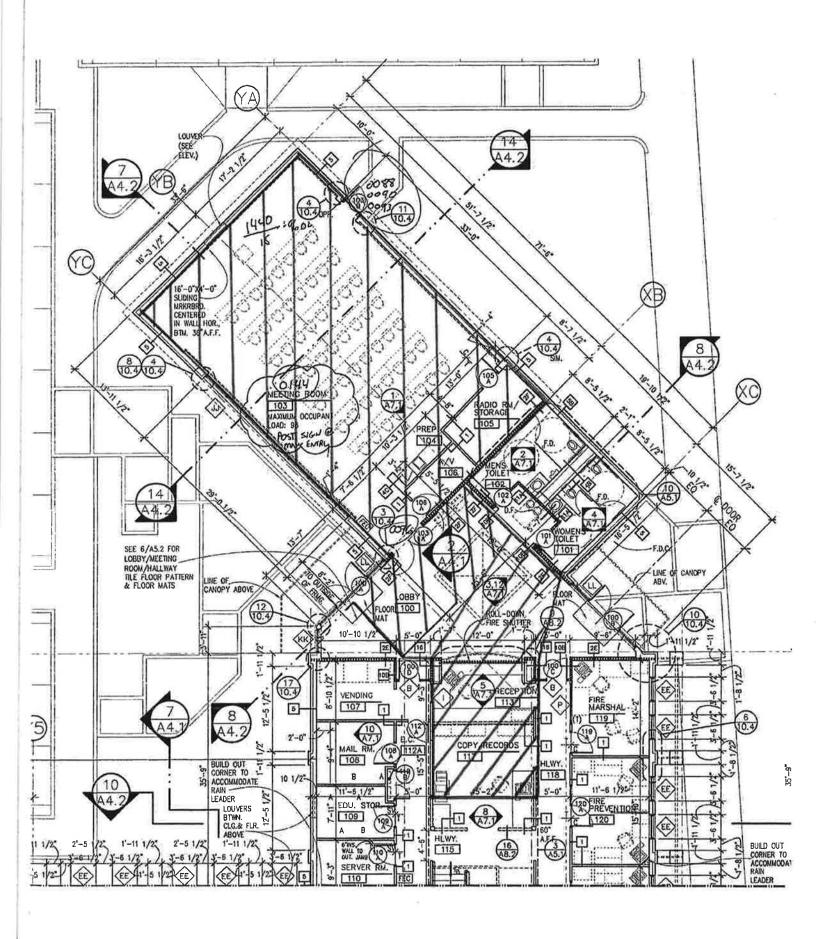
### This Memorandum of Understanding is executed by:

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:	

Attachments:

Margaret A. King City Attorney, City of Shoreline

Exhibit 1 - Location and Listing of Equipment at Shoreline Fire Stations 63, 64 and 65



Se	Maker	Model	Serial-VIN
	HF Transceiver (160-6m)	FT 847	OM450207
	Packet radio	IC-207	12534
		Vertex VX-300	
	MOTOROLA	MCS 2000	722ABS1489
	MOTOROLA	MCS 2000 VHF	623ABS0435
14		MR300 AM/FM	40103265
06.61		12 Volt	
06.61		12 Volt	
92.90		SL1	
12.80	ICOM	2720H	0510172
91.99	SAMLEX	SEC1212	03051-5J06-01842
54.39		Port Maint. 2	
00.00	TOSHIBA	TLP-XC2500	20736084
'82.90	DELL	Latitude D620	J88QLD1
,82.90	DELL	Latitude D620	D88QLD1
'82.90	DELL	Latitude D620	G88QLD1
360.18	DELL	LATITUDE D630	DNWS9F1
360.18	DELL	LATITUDE D630	BNWS9F1
90.18	DELL	LATITUDE D630	52PJ3F1
60.18	DELL	LATITUDE D630	82PJ3F1
360.18	DELL	LATITUDE D630	92PJ3F1
i60.18	DELL	LATITUDE D630	42PJ3F1
168.61	SAMSUNG	46IN LCD TV	MG46HCNQA00288
164.21	YAMAHA	\$1800	Z0390Z/UW
64.21	TOA	900-A903	CF/69982
164.21	_	MVP 5150, 5.2" MODERO VIEWPOIN I WIFI PANEL	Jonnescy Jonnesc
64.21	COMMERCIAL SOUND AND VIDEO		144 E003 B000 8 E 7303
00.00	SHARP	LC52E77UN	MIDULEBURGOLESE
49.27	DELL	OPTIPLEX 780	1K53MM1
108.47	DELL	LATITUDE E6410	SBS/ IMI
108.47	DELL	LATITUDE E6410	SB2/ IMI
108.47	DELL	LATITUDE E6410	1002/11/01
14.60	ICOM	2M/440 MOBILE /DSTAR	
75.15	HAM RADIO OUTLET	MFJ-856	
49.99	в рор-тесн	F500LHD	
49.99	в рор-тесн	F500LHD	FCB205625.1
50.49	HP 6	WX750AV	SCEEDOS SON
50.49	HP 8	WX750AV	SCD2032231
50.49	9 HP	WX750AV	305030535
57.15	5 SHARP	AQUOS LC-52LE640U 52"	
29.93	3 MOTOROLA	QUANTAR	
70.85	5 CELWAVE	526 DUPLEXER	142000000000000000000000000000000000000
37.31		148GTL CB 40 Channel 12W	W307030004
38.48	8 1 pedestal 2 drawer file cabinet		
45.30	One two shelves storage cabinet		
44.6	44.61 Worksurface-Straight, Laminate		