

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorize the City Manager to Execute the Memoranda of Understandings with the Shoreline Fire Department and the City of Lake Forest Park for the Use of Their Facilities to Establish the City's Primary and Alternate Emergency Operations Center and Radio Rooms for Emergency Communications
<b>DEPARTMENT:</b>	Community Services Division
<b>PRESENTED BY:</b>	Gail Harris, Emergency Management Coordinator
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The City is updating the Memoranda of Understanding (MOU) covering the joint use of space in Shoreline Fire Department Station 61 that supports our Emergency Management functions during training for and activation of the Emergency Operations Center (EOC). The existing 2004 MOU does not fully reflect the extent of the two agencies' cooperation and the City's use and location of all Shoreline Fire facilities. In addition, the City is proposing to establish the EOC at Lake Forest Park City Hall as our back-up EOC. This takes the place of the City's current back-up EOC at the Shoreline Police Department. This action is embodied in a third MOU between the Cities of Shoreline and Lake Forest Park and the Shoreline Fire Department. The Shoreline Fire Department has approved these MOU's and Lake Forest Park is prepared to take action following that of the Shoreline City Council.

**RESOURCE/FINANCIAL IMPACT:**

These actions have no financial impact. The City budgets funds to equip and operate the EOC. The emergency management budget includes funds for repairing any equipment that may need to be repaired or replaced at the EOC.

**RECOMMENDATION**

Staff recommends that Council move to authorize the City Manager to execute a Memoranda of Understanding between the City of Shoreline and the Shoreline Fire Department to provide a primary Emergency Operations Center at Shoreline Fire Station 61, a Memoranda of Understanding between the City of Shoreline and the Shoreline Fire Department for antenna and radio use at Shoreline Fire Stations 63, 64 and 65, and a Memoranda of Understanding between the City of Shoreline, the Shoreline Fire Department, and the City of Lake Forest Park to provide for an alternate Emergency Operations Center.

Approved By:            City Manager **DT**    City Attorney **MK**

## BACKGROUND

The City maintains a primary Emergency Operations Center (EOC) at Shoreline Fire Station 61 (Shoreline Fire Headquarters). On September 4, 2004, the City Council authorized the City Manager to enter into an agreement with the Shoreline Fire Department to use a room in their Headquarters to be this primary EOC. EOCs are required by law to be located in facilities that are built to a critical infrastructure standard; which means that they will not only survive an earthquake but will be functional and have the capability to provide the needed coordination of emergency response and continuity of government services. All Fire Stations are built to this standard and all have back up power.

Shoreline's EOC serves as a single coordinating point for response and recovery during an emergency. Since 2004, the sophistication and space used by the EOC has evolved and the City and Fire Department have agreed that this will be the long term location for the EOC. In addition, the City and Fire Department are jointly using space at other Fire Stations to house radio communications equipment and functions for use in an emergency.

As well, in accordance with the City's Continuity of Government/Continuity of Operations Plan, staff needs to pre-identify an alternate facility if the City's primary EOC is compromised. This use has not been captured in a MOU until now. These MOU's will establish the City's use of these facilities with the Shoreline Fire Department and the City of Lake Forest Park.

## DISCUSSION

To completely cover the range of cooperation among the City of Shoreline, the Shoreline Fire Department and the City of Lake Forest Park, the following three MOU's have been developed for Council consideration:

- **MOU with the Shoreline Fire Department for the Primary EOC at Fire Station 61 (Attachment A).** The prior agreement was not sufficient to cover the current needs, so a new agreement that reflects the City's current use and articulates a clear understanding of which organization owns what equipment and how that equipment will be repaired or replaced when needed has been written.
- **MOU with the Shoreline Fire Department for Antenna/Radio Equipment at Fire Stations 63, 64, and 65 (Attachment B).** Despite the current placement of antenna/radio equipment on Fire Station property, there has been no agreement delineating such use. An MOU has been drafted to set forth the terms and conditions of this use.
- **MOU with the Shoreline Fire Department and City of Lake Forest Park for the Alternate EOC at Lake Forest Park City Hall (Attachment C).** Current and prudent practice, as well as potential amendments to Washington Administrative Code (WAC) 118-30, suggests that the City should identify an alternate EOC in the event the primary EOC at the Shoreline Fire Department Headquarters

(Station 61) is not operable. Shoreline's current alternate EOC is a conference room at the Shoreline Police station. It has been determined by both Emergency Management and Shoreline Police staff that this conference room would not adequately serve the City's needs in an emergency if the City's primary EOC was compromised, and could also conflict with Police operations during an emergency. Given this, staff initiated discussions with the City of Lake Forest Park to utilize their primary EOC, located at Lake Forest Parks' City Hall, as Shoreline's alternate EOC. Likewise, should Lake Forest Park's EOC be compromised, they would use the Shoreline EOC as their back-up. Lake Forest Park and Shoreline are very close in proximity and share many of the same services. Using each other's primary EOC as each other's alternate EOC meets the City's requirements at no additional cost.

Shoreline Fire Commissioners voted unanimously on April 19th, 2015 to authorize the Shoreline Fire Chief to enter into these MOU's with the Cities of Shoreline and Lake Forest Park. The City of Lake Forest Park staff will be recommending that their Council approve these MOUs when they take action following approval by the Shoreline City Council.

### **RESOURCE/FINANCIAL IMPACT**

These actions have no financial impact. The City budgets funds to equip and operate the EOC. The emergency management budget includes funds for repairing any equipment that may need to be repaired or replaced at the EOC

### **RECOMMENDATION**

Staff recommends that Council move to authorize the City Manager to execute a Memoranda of Understanding between the City of Shoreline and the Shoreline Fire Department to provide a primary Emergency Operations Center at Shoreline Fire Station 61, a Memoranda of Understanding between the City of Shoreline and the Shoreline Fire Department for antenna and radio use at Shoreline Fire Stations 63, 64 and 65, and a Memoranda of Understanding between the City of Shoreline, the Shoreline Fire Department, and the City of Lake Forest Park to provide for an alternate Emergency Operations Center.

### **ATTACHMENTS**

Attachment A: Shoreline Fire MOU - For Use of the Primary EOC at Station 61  
Attachment A, Exhibit 1: Diagram of City's Use of Shoreline Fire Station 61  
Attachment A, Exhibit 2: List of City Assets Located at Fire Station 61  
Attachment B: Shoreline Fire MOU - For Use of Rooms at Stations 63, 64, and 65  
Attachment B, Exhibit 1: Location of Antenna/Radios at Stations 63, 64 and 65  
Attachment C: Shoreline-Lake Forest Park MOU - Alternate EOC  
Attachment C, Exhibit 1: Shoreline EOC Diagram  
Attachment C, Exhibit 2: Lake Forest Park EOC Diagram  
Attachment D: 2008 Shoreline Fire Department MOU

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

EFFECTIVE DATE: \_\_\_\_\_, 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 \_\_\_\_\_, 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: \_\_\_\_\_

SHORELINE FIRE DEPARTMENT

\_\_\_\_\_  
Matt Cowan  
Fire Chief, Shoreline Fire Department

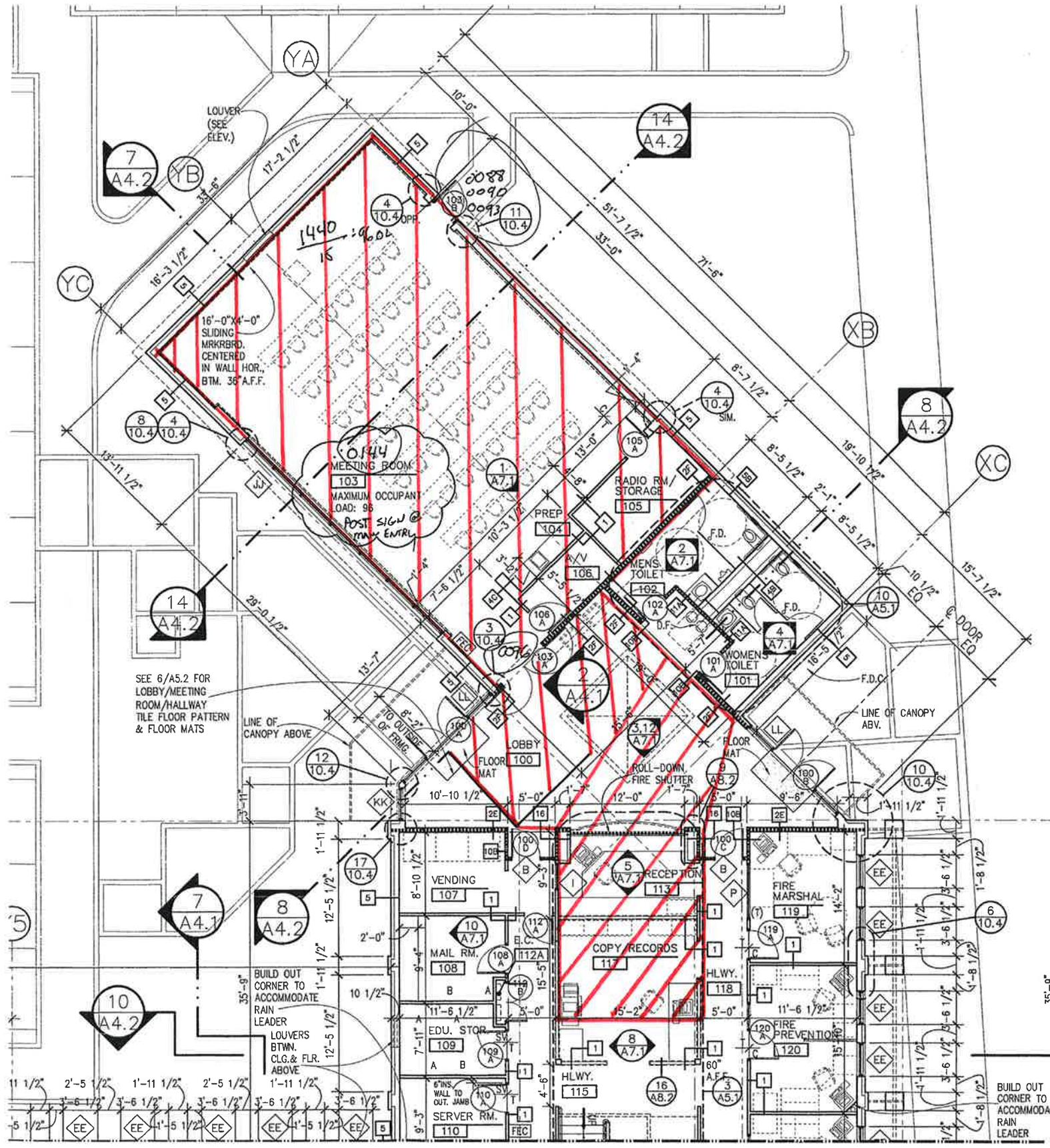
Dated: \_\_\_\_\_

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



## EMERGENCY OPERATIONS CENTER ASSETS LOCATED AT FIRE STATION #61

5/26/2015

Tag #	Asset Description	Asset Location	Purchase Date	Purchase Price	Maker	Model	Serial-VIN
101105	Yaesu	EOC, Fire Station 61			HF Transceiver (160-6m)	FT 847	OM450207
101107	icom	EOC, Fire Station 61			Packet radio	IC-207	12534
101109	Cemnet	EOC, Fire Station 61				Vertex VX-300	
101566	800 MHZ RADIO	EOC, Fire Station 61	01/01/04		MOTOROLA	MCS 2000	722ABS1489
101567	800 MHZ RADIO	EOC, Fire Station 61	01/01/04		MOTOROLA	MCS 2000 VHF	623ABS0435
101596	Satelite Phone	EOC, Fire Station 61					
101958	WEATHER RADIO	EOC, Fire Station 61	12/01/05	\$ 51.71	MIDLAND	WR300 AM/FM	40103265
102040	BATTERY	EOC, Fire Station 61	10/16/06	\$ 106.61		12 Volt	
102041	BATTERY	EOC, Fire Station 61	10/16/06	\$ 106.61		12 Volt	
102042	SIGNALINK	EOC, Fire Station 61	10/23/06	\$ 92.90		SL1	
102043	RADIO	EOC, Fire Station 61	10/17/06	\$ 512.80	ICOM	2720H	0510172
102044	POWER SUPPLY	EOC, Fire Station 61	10/17/06	\$ 91.99	SAMLEX	SEC1212	03051-5J06-01842
102045	CHARGER	EOC, Fire Station 61	10/18/06	\$ 54.39		Port Maint. 2	
102143	PROJECTOR, LCD	EOC, Fire Station 61	08/01/07	\$ 1,400.00	TOSHIBA	TLP-XC2500	20736084
102164	LAPTOP	EOC, Fire Station 61	07/03/07	\$ 1,782.90	DELL	Latitude D620	J88QLD1
102165	LAPTOP	EOC, Fire Station 61	07/03/07	\$ 1,782.90	DELL	Latitude D620	D88QLD1
102166	LAPTOP	EOC, Fire Station 61	07/03/07	\$ 1,782.90	DELL	Latitude D620	G88QLD1
102206	LAPTOP	EOC, Fire Station 61	12/12/07	\$ 1,660.18	DELL	LATITUDE D630	DNWS9F1
102207	LAPTOP	EOC, Fire Station 61	12/12/07	\$ 1,660.18	DELL	LATITUDE D630	BNWS9F1
102208	LAPTOP	EOC, Fire Station 61	11/15/07	\$ 1,660.18	DELL	LATITUDE D630	52PJ3F1
102209	LAPTOP	EOC, Fire Station 61	11/15/07	\$ 1,660.18	DELL	LATITUDE D630	82PJ3F1
102210	LAPTOP	EOC, Fire Station 61	11/15/07	\$ 1,660.18	DELL	LATITUDE D630	92PJ3F1
102211	LAPTOP	EOC, Fire Station 61	11/15/07	\$ 1,660.18	DELL	LATITUDE D630	42PJ3F1
102484	TELEVISION	EOC, Fire Station 61	12/10/08	\$ 2,468.61	SAMSUNG	46IN LCD TV	MG46HCNQA00288
102641	DVD PLAYER	EOC, Fire Station 61	12/02/09	\$ 5,664.21	YAMAHA	S1800	Z039027UW
102642	AMP	EOC, Fire Station 61	12/02/09	\$ 5,664.21	TOA	900-A903	CF769982
102643	TOUCH PANEL	EOC, Fire Station 61	12/02/09	\$ 5,664.21	AMX	MVP 5150, 5.2" MODERO VIEWPOINT WIFI PANEL	596607X3990067
102644	ELECTRONIC RACK	EOC, Fire Station 61	12/02/09	\$ 5,664.21	COMMERCIAL SOUND AND VIDEO		
102665	TELEVISION	EOC, Fire Station 61	03/19/10	\$ 3,100.00	SHARP	LC52E77UN	M15002B909867292
102697	COMPUTER	EOC, Fire Station 61	07/13/10	\$ 1,349.27	DELL	OPTIPLEX 780	1R53MM1
102698	LAPTOP	EOC, Fire Station 61	07/10/10	\$ 1,808.47	DELL	LATITUDE E6410	6837TM1
102699	LAPTOP	EOC, Fire Station 61	07/10/10	\$ 1,808.47	DELL	LATITUDE E6410	8B27TM1
102700	LAPTOP	EOC, Fire Station 61	07/10/10	\$ 1,808.47	DELL	LATITUDE E6410	6C27TM1
102813	HAM RADIO	EOC, Fire Station 61	1/3/2011	\$ 514.60	ICOM	2M/440 MOBILE /DSTAR	
102824	NOISE FINDER	EOC, Fire Station 61	04/04/11	\$ 175.15	HAM RADIO OUTLET	MFJ-856	
102971	CAR CAMCORDER, PORTABLE	EOC, Fire Station 61	01/09/12	\$ 149.99	DOD-TECH	F500LHD	
102972	CAR CAMCORDER, PORTABLE	EOC, Fire Station 61	01/09/12	\$ 149.99	DOD-TECH	F500LHD	
103024	LAPTOP	EOC, Fire Station 61	01/26/12	\$ 1,250.49	HP	WX750AV	5CB205625J
103025	LAPTOP	EOC, Fire Station 61	01/26/12	\$ 1,250.49	HP	WX750AV	5CB205625K
103026	LAPTOP	EOC, Fire Station 61	01/26/12	\$ 1,250.49	HP	WX750AV	5CB205625L
103119	TELEVISION	EOC, Fire Station 61	07/31/12	\$ 2,157.15	SHARP	AQUOS LC-52LE640U 52"	
103130	REPEATER	EOC, Fire Station 61	12/19/12	\$ 1,229.93	MOTOROLA	QUANTAR	
103131	DUPLEXER	EOC, Fire Station 61	12/12/12	\$ 470.85	CELWAVE	526 DUPLEXER	
103304	RADIO	EOC, Fire Station 61	11/18/13	\$ 137.31	COBRA	148GTL CB 40 Channel 12W	W307098664
103712	EOC Desk Installed - Steelcase	EOC, Fire Station 61	4/1/2014	\$ 438.48	1 pedestal 2 drawer file cabinet		
103713	EOC Desk Installed - Steelcase	EOC, Fire Station 61	4/1/2014	\$ 545.30	One two shelves storage cabinet		
103711	EOC Desk Installed - Steelcase	EOC, Fire Station 61	4/1/2014	\$ 344.61	Worksurface-Straight, Laminate		

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

EFFECTIVE DATE: \_\_\_\_\_, 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 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 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 \_\_\_\_\_, 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. 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.

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 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. 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: \_\_\_\_\_

SHORELINE FIRE DEPARTMENT

\_\_\_\_\_  
Matt Cowan  
Fire Chief, Shoreline Fire Department

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Margaret A. King  
City Attorney, City of Shoreline

Attachments:

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

## EMERGENCY OPERATIONS CENTER ASSETS LOCATED AT FIRE STATION #63, 64, 65

5/26/2015

<u>Tag #</u>	<u>Asset Description</u>	<u>Asset Location</u>	<u>Purchase Date</u>	<u>Purchase Price</u>	<u>Maker</u>	<u>Model</u>	<u>Serial-VIN</u>
102968	CAR CAMCORDER, PORTABLE	Fire Station 63: Truck	01/09/12	\$ 149.99	DOD-TECH	F500LHD	
103303	ANTENNA, Omni-Directional	Fire Station 63	11/18/13	\$ 128.21	Solarcon	A-99CK 17'	
100858	Yaesu Musen Co Ltd Radio	Fire Station 64	1410192			FT-847	
103308	Connector, USB /6-PIN MINI-DIN	Fire Station 64	9/26/2013	\$ 122.24	Tigertronics	SL-USB-6PM	
103309	Connector, USB /6-PIN MINI-DIN	Fire Station 64	9/26/2013	\$ 122.24	Tigertronics	SL-USB-6PM	
103310	Connector, USB /RJ-45 MIC	Fire Station 64	9/26/2013	\$ 122.24	Tigertronics		
102969	CAR CAMCORDER, PORTABLE	Fire Station 64: Truck	01/09/12	\$ 149.99	DOD-TECH	F500LHD	
101064	Sylvania	Fire Station 65			Monitor		
101108	Kantronics	Fire Station 65					
102183	RADIO	Fire Station 65	12/28/07	\$ 159.99	KENWOOD	TM271A 144 MHZ	90300174
102184	RADIO	Fire Station 65	12/28/07	\$ 249.99	ALINCO	DR-235 TMK III 220MHZ	M001303
102703	HEADSET W/ MIC	Fire Station 65	07/22/10	\$ 250.21	HEI	HEIL DLX BM MIC/HEADSET/HC4&5	
102704	HEADSET W/ MIC	Fire Station 65	07/22/10	\$ 250.21	HEI	HEIL DLX BM MIC/HEADSET/HC4&5	
240333	FM Transceiver Dual Band Radio	Fire Station 65			ICOM	IC 2800H	
102970	CAR CAMCORDER, PORTABLE	Fire Station 65: Truck	01/09/12	\$ 149.99	DOD-TECH	F500LHD	

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SHORELINE, THE CITY OF LAKE FOREST PARK, AND  
THE SHORELINE FIRE DEPARTMENT  
TO PROVIDE AN ALTERNATE EMERGENCY OPERATIONS CENTER**

EFFECTIVE DATE: \_\_\_\_\_, 2015

THIS MEMORANDUM OF UNDERSTANDING (MOU), pursuant to RCW 39.34, is made and entered into by the CITY OF SHORELINE, a municipal corporation organized under Title 35A RCW (“Shoreline”), the CITY OF LAKE FOREST PARK, a municipal corporation organized under Title 35A RCW (“Lake Forest Park”), 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 establishment of an alternate Emergency Operations Center (EOC) for use during times of emergency.

WHEREAS, Shoreline has entered into a Memorandum of Understanding with the Fire Department for the use of a portion of the Fire Department’s Training and Support Facility located at 17525 Aurora Avenue North, Shoreline, Washington as its primary EOC; and

WHEREAS, Lake Forest Park has established a portion of the first floor of its City Hall located at 17425 Ballinger Way NE, Lake Forest Park, Washington as its primary EOC; and

WHEREAS, Shoreline and Lake Forest Park recognizes that during times of emergency, these primary EOCs may not be available or adequate to respond to an emergency; and

WHEREAS, in order to ensure the ability to respond to an emergency, Shoreline and Lake Forest Park desire to designate a secondary EOC; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived under this MOU and the agreements contained herein, the parties agree as follows:

A. PURPOSE

The purpose of this MOU is to ensure that Shoreline and Lake Forest Park have the ability to provide for a secondary EOC when their primary EOC cannot be utilized during times of emergency. Under this MOU, Shoreline and Lake Forest Park may temporarily allow for the use of their primary EOC as a secondary EOC until such time as their primary EOC becomes operational.

## B. DEFINITIONS

1. Primary Emergency Operations Center (primary EOC): The pre-designated facility established by a city to coordinate the city's primary overall response to and support for an emergency.
2. Secondary Emergency Operations Center (secondary EOC): The pre-designated facility established by a city as an alternative EOC location in the event the primary EOC is unable to be utilized during times of emergency.
3. Primary EOC city: The city that is making available its primary EOC to another city for use as a secondary EOC.
4. Secondary EOC city: The city whose primary EOC is unable to be utilized during times of emergency.

## C. DESIGNATION OF SECONDARY EMERGENCY OPERATIONS CENTERS

1. Shoreline agrees to provide its primary EOC within the Fire Department's Facility located at 17525 Aurora Avenue North, Shoreline, Washington as a secondary EOC for Lake Forest Park. A copy of Shoreline's primary EOC is attached as Exhibit 1.
2. Lake Forest Park agrees to provide its primary EOC within its City Hall located at 17425 Ballinger Way NE, Lake Forest Park, Washington as a secondary EOC for Shoreline. A copy of Lake Forest Park's primary EOC is attached as Exhibit 2.

## D. USE OF SECONDARY EMERGENCY OPERATIONS CENTERS

1. A request to utilize a secondary EOC shall only be when an emergency has been declared by the Secondary EOC city and the City Manager/Administrator, or designee, of the Secondary EOC city has determined that the city's primary EOC is unable or inadequate to serve as an EOC. The City Manager/Administrator, or designee, must also determine that activation of a secondary EOC is necessary to provide for the coordination of resources to ensure an effective response and recovery.
2. The use of another city's primary EOC as a secondary EOC shall be discretionary. Each city retains the exclusive right to use their primary EOC during periods of emergency regardless of the needs of the other city. The authorization to allow for the use shall be made by the City Manager/Administrator, or designee, of the EOC being sought for use. In determining whether to allow for use, the City Manager/Administrator shall consider the needs of his/her city and the capacity of his/her city to assist in the activation of the EOC in a secondary capacity.

3. A city shall not use the secondary EOC for any purpose not stated in this MOU.
4. Upon activation of a secondary EOC, the Secondary EOC city shall have absolute priority over routine use of secondary EOC or any planned activities within the secondary EOC.

#### E. PERSONNEL

A Secondary EOC city shall provide its own personnel for operating the secondary EOC. Volunteer support organizations, such as Community Emergency Response Team (CERT), may, if authorized by the secondary EOC city, use the secondary EOC during times of emergency. The secondary EOC city shall have sole authority for the management of its employees and volunteers. However, the secondary EOC city may request the support of the Primary EOC City to assist with system familiarity. The secondary EOC city may also seek personnel as provided in Article XI of the King County Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County. Both Cities are signatories of this Framework.

#### F. EQUIPMENT

1. No property is to be acquired jointly by the parties under this MOU. The secondary EOC city shall endeavor to provide all of the equipment necessary to operate an EOC. The secondary EOC city assumes all risk for theft, loss, or damage of its equipment except when such theft, loss, or damages is due to the primary EOC city's negligence.
2. Use of the primary EOC city's equipment shall be at the discretion of the City Manager/Administrator, or designee, for the primary EOC city. If a city is permitted to utilize the primary EOC city's equipment, such use shall be at the secondary EOC city's own risk and expense. The secondary EOC city agrees that if the equipment is damaged during the time of its use, the secondary EOC city 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 secondary EOC city. Replacement equipment shall be of equal value and quality.

#### G. COSTS OF USE OF SECONDARY EMERGENCY OPERATIONS CENTER

If a city utilizes the primary EOC of another city, any costs incurred by the primary EOC city shall be reimbursed by the other city. However, there shall be no rent or charge for the temporary use of a secondary EOC. Costs which are to be reimbursed include, but are not limited to, utilities, supplies, equipment, and personnel. The primary EOC city shall document such costs; payment shall be within thirty (30) days of presentation.

#### 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

1. 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 its obligations under this MOU, except to the extent the injuries or damages were caused by the indemnified party.
2. 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.
3. 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. TERM

1. The initial term of this MOU shall be from \_\_\_\_\_, 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 K. Notice of termination shall be provided six (6) months in advance of the termination date.

#### K. ADMINISTRATION

1. No separate legal or administrative entity is created by this MOU.
2. The Notice for the need to activate a secondary EOC shall be in person, by telephone, or by such other means as reasonable used to apprise the primary EOC city of the other city's need for a secondary EOC. All other 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: City of Lake Forest Park  
Emergency Management Coordinator  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

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

#### L. 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. 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

\_\_\_\_\_ Dated: \_\_\_\_\_  
Debbie Tarry  
City Manager, City of Shoreline

CITY OF LAKE FOREST PARK

\_\_\_\_\_ Dated: \_\_\_\_\_  
Mary Jane Goss  
Mayor, City of Lake Forest Park

SHORELINE FIRE DEPARTMENT

\_\_\_\_\_ Dated: \_\_\_\_\_  
Matt Cowan  
Fire Chief, Shoreline Fire Department

Approved as to Form:

Approved as to Form:

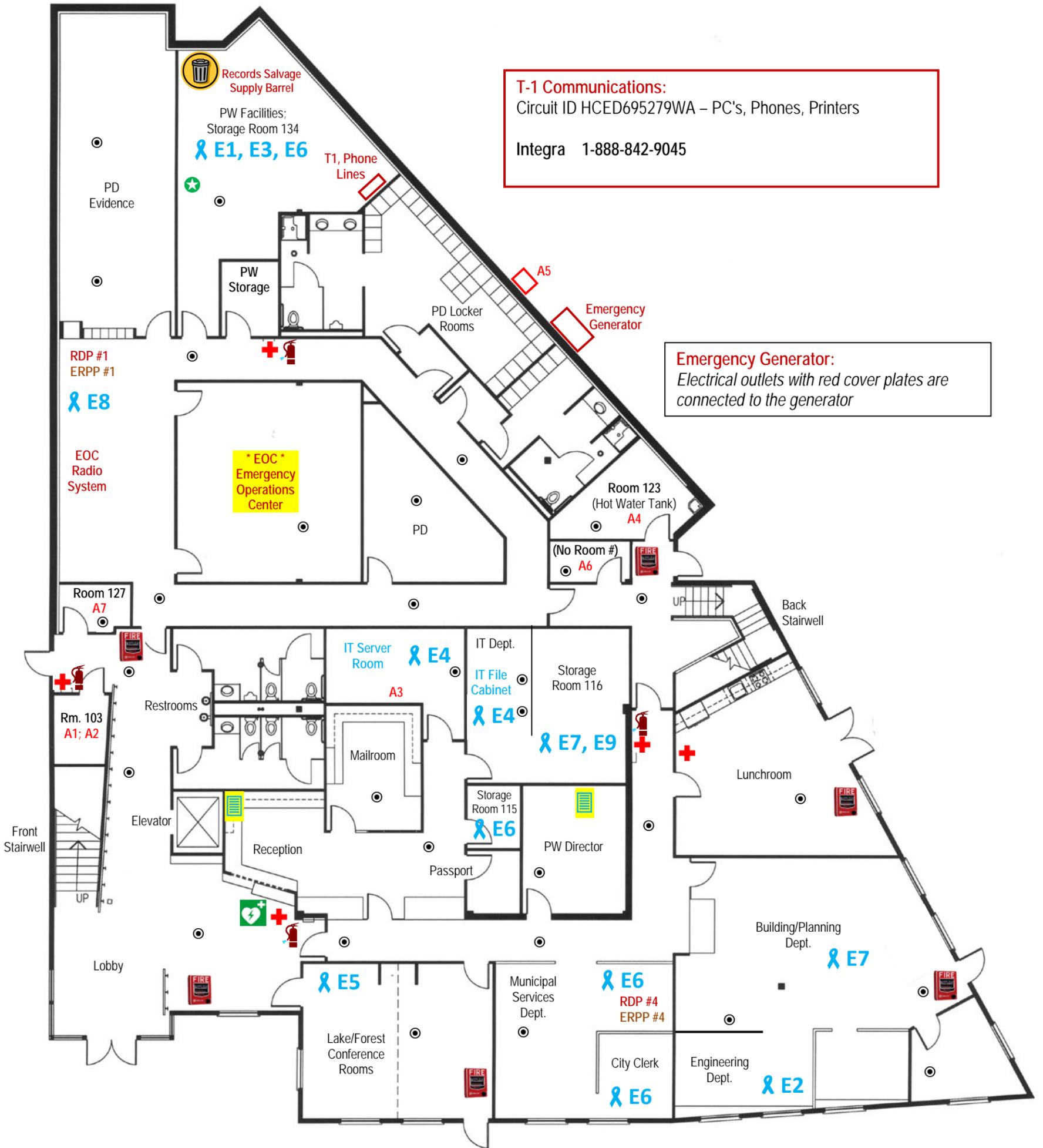
\_\_\_\_\_  
Margaret A. King  
City Attorney, City of Shoreline

\_\_\_\_\_  
Kim Adams Pratt  
City Attorney, City of Lake Forest Park

- Attachments:  
Exhibit 1 – Shoreline Fire Department Diagram  
Exhibit 2 – City of Lake Forest Park City Hall Diagram



# City of Lake Forest Park City Hall



**T-1 Communications:**  
Circuit ID HCED695279WA – PC's, Phones, Printers  
  
Integra 1-888-842-9045

**Emergency Generator:**  
Electrical outlets with red cover plates are connected to the generator

## FIRST FLOOR PLAN

RDP = Records Disaster Plan  
ERPP = Essential Records Plan





1-08-003

Contract # 4653  
(obtain from City Clerk)

**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. Two original contract documents

**2. Amendments/Change Orders**

a. Contact City Clerk's Office for a NEW Contract Number

b. One copy of the Contract Routing Form

c. Two original amendments/change orders

d. One copy of the original contract

**FILED**

JAN 25 2008

**CITY CLERK**  
**CITY OF SHORELINE**  
**CONTRACT DESCRIPTION**

<b>Originator:</b>	Gail C. Marsh	<b>Routed by:</b>	Gail C. Marsh
<b>Department/Division:</b>	EM/CSD	<b>Date:</b>	January 17, 2008
<b>Type of Contract:</b>	<input type="checkbox"/> (A) Addendum/Change Order <input type="checkbox"/> (W) Public Works <input checked="" type="checkbox"/> (O) Other <input type="checkbox"/> (GR) Grants <input type="checkbox"/> (S) Purchase of Services <input type="checkbox"/> (L) Lease Agreement <input type="checkbox"/> (I) Intergov't Agreement		
<b>CONTRACT TITLE:</b>	Shoreline Emergency Management Mutual Aid		
<b>Brief Description of Services:</b>	Mutual Aid Agreement with Shoreline Fire Department		
<b>Contract Modification:</b>	Has the original contract boilerplate language been modified?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, list which sections have been modified:			
<b>Bid/RFP Number:</b>			
<b>Name of Consultant/Contractor:</b>			
<b>Effective Date:</b>	1/17/08	<b>Termination Date:</b>	On going

**Total Amount of Contract** (including reimbursable expenses):

<b>Org Key - Obj Number:</b>	<b>Amount:</b>	<b>J/L Number (if required):</b>
<b>Org Key - Obj Number:</b>	<b>Amount:</b>	<b>J/L Number (if required):</b>
<b>Org Key - Obj Number:</b>	<b>Amount:</b>	<b>J/L Number (if required):</b>
<b>Org Key - Obj Number:</b>	<b>Amount:</b>	<b>J/L Number (if required):</b>

**Budget:** Are there sufficient funds in the current budget to cover this contract?     Yes     No

If no, where are the additional funds coming from? \_\_\_\_\_

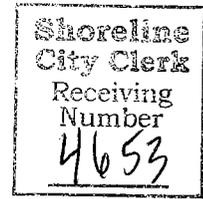
**Payment Terms** (monthly installments, progress payments, etc.): \_\_\_\_\_

**Remarks:** *This is a voluntary mutual aid agreement with no financial obligations on either parties part*

**SIGNATURE ROUTING**

<input checked="" type="checkbox"/> 1. Project Manager/Director <u>Gail C. Marsh</u>	<input checked="" type="checkbox"/> 6. City Manager
<input type="checkbox"/> 2. Risk Management/Budget	- or -
<input checked="" type="checkbox"/> 3. City Attorney <u>PPC 1/22/08</u>	<input type="checkbox"/> Dept. Director
<input checked="" type="checkbox"/> 4. Send to Consultant for signature (only contract documents)	<input checked="" type="checkbox"/> 7. City Clerk <u>1.25.08</u>
<input type="checkbox"/> 5. City Council Approval (if required)	<input type="checkbox"/> 8. Originating Dept.

*Shoreline Emergency Management Mutual Aid Agreement*



This Shoreline Emergency Management Mutual Aid Agreement, hereinafter referred to as the "Agreement," is made and entered into by public and private organizations (hereafter "Subscribing Organizations") within or neighboring the corporate limits of the City of Shoreline, Washington. This Agreement endeavors to provide a timely emergency response and recovery through cooperation, coordination and sharing of resources and expertise during an emergency.

WHEREAS it is desirable that the resources and facilities of the state, its various departments and agencies, and all its political subdivisions, municipal corporations, and other public and private agencies be made available to prevent and combat the effects of emergencies and disasters which may result from such situations as volcanic eruption, flood, fire, earthquake, tsunamis, or other natural, technological hazards, or human-related emergencies;

WHEREAS Subscribing Organizations have expressed mutual interest in establishing a local agreement that facilitates and encourages sharing of equipment, supplies, personnel and facilities during emergencies and disasters;

WHEREAS Subscribing Organizations have traditionally assisted each other in times of emergencies, based on goodwill, without any formal basis or agreement;

WHEREAS Subscribing Organizations have expressed an interest in ensuring that local resources are made available to meet local needs in an emergency before being made available to the other sub-regional, regional or state needs under the terms of the Regional Disaster Plan for Public and Private Organizations in King County.

WHEREAS Subscribing Organizations are encouraged to participate in the Regional Disaster Plan for Public and Private Organizations in King County.

WHEREAS Subscribing Organizations have developed and maintained an emergency operations plan that guides the reporting, response, recovery, and mitigation to an emergency related to their operations and responsibilities.

WHEREAS RCW 38.52.070 provides the City of Shoreline with broad emergency authority to coordinate response, recovery and mitigation activities within the City of Shoreline to protect life and property.

WHEREAS Subscribing Organizations have expressed a mutual interest to cooperatively develop plans, policies and procedures to provide a timely, orderly and effective response to an emergency in a proactive manner.

NOW, THEREFORE, the subscribers agree to the terms set forth below.

## 1. Definitions

- A. "Agreement" means this Mutual Aid Agreement and any identical agreements executed in counterparts which bind the executing Subscribing Organizations to its terms and conditions to provide and receive Emergency Assistance.
- B. "Assistance Costs" means any labor, material and equipment costs that are incurred by Lending Organization (as defined below) in providing any asset, service or assistance requested. For further information on costs, see Section 9.
- C. "Borrowing Organization" means a Subscribing Organization which has adopted, signed and subscribed to this Agreement and has made a request for Emergency Assistance and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Agreement.
- D. "Emergency" includes, but is not limited to, a human-caused or natural event or circumstance, within the area of operation of any Subscribing Organization, causing or threatening loss of life, damage to natural resources, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, acts of terrorism or sabotage; said event being or is likely to be beyond the capacity of the affected Subscribing Organization, in terms of personnel, equipment, materials, supplies or facilities, thereby requiring Emergency Assistance.
- E. "Emergency Assistance" means the availability of employees, services, equipment, materials, or supplies offered during an Emergency by Lending Organization and accepted by Borrowing Organization to assist in maintaining or restoring normal services when such services have been disrupted in an emergency where coordination and facilitating resource sharing with other Subscribing Organization is necessary or advisable, as determined by the requesting organization.
- F. "Emergency Contacts" are the persons, in a line of succession, listed on Exhibit A of the Shoreline Emergency Management Mutual Aid Agreement executed and submitted by each Subscribing Organization. The list includes names, addresses and 24-hour phone numbers of the Emergency Contacts of each Subscribing Organization. The people listed as Emergency Contacts will have (or can quickly get) the authority of the Subscribing Organization to commit its available equipment, services and personnel for the organization. Each Subscribing Organization shall provide the phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Emergency Contacts.
- G. "Emergency Operations Center" (EOC) serves as the single coordinating point for response and recovery during an emergency. The Incident Command Post when established serves as the tactical, on-scene command and control element for incident response. The EOC performs unified command, control and resources coordination between Subscribing Organizations, Regional Disaster Plan Zone 1, County, State and Federal agencies.
- H. "Emergency Management Council" acts in an advisory capacity to the City Manager and Emergency Management Coordinator, established under Shoreline Municipal Code 2.50. The Council also acts to resolve disputes between Subscribing Organizations.

The Emergency Management Council serves as the local organization pursuant to RCW 38.52.070 and is established in SMC 2.50.040.

- I. "Lending Organization" means a Subscribing Organization which has signed this Mutual Aid Agreement and has agreed to deliver Emergency Assistance to another Subscribing Organization pursuant to the terms and conditions of this Agreement.
- J. "Subscribing Organization" means the executive governing authority of any member of the Shoreline Emergency Council as established in SMC 2.50.040 that chooses to sign this Agreement and that chooses to subscribe to and sign onto the Regional Disaster Plan for Public and Private Organizations in King County for Public and Private Organizations in King County.

**2. Term of Agreement and Termination**

- A. This Agreement is effective upon execution by two or more Subscribing Organizations and shall remain in effect until terminated by all parties. A Subscribing Organization opting to terminate its participation in this Agreement shall provide a written notice of termination 180 days in advance of the termination date by notification to the City Manager, City of Shoreline, 17544 Midvale Avenue N., Shoreline, Washington 98133.
- B. The City Manager shall notify the Emergency Management Council of the termination and the Emergency Management Council shall notify all Subscribing Organizations of the termination. Any terminating Subscribing Organization shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.
- C. In the event an emergency impacts a large geographical area that activates either federal or state emergency laws, this Agreement shall remain in effect until or unless this Agreement conflicts with such federal and state laws.

**3. Agreement Activation**

- A. The Agreement is activated when the City's Emergency Operations Center ("EOC") is activated by the City Manager or designee, 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.
- B. Parties to this Agreement may request activation of the EOC by communicating with the City Manager or designee.
- C. The EOC will function using the Incident Command System to coordinate community emergencies.
- D. Once activated, the Emergency Operations Center will be managed by the Shoreline Emergency Management Coordinator. The head of each Section will be a City of Shoreline employee appointed by the City Manager.

EOC SECTION	Purpose
Finance/Administration	The Finance and Administration Section shall have oversight of all contracts and financial obligations.
Logistics	The Logistics Section is responsible for acquiring and coordinating the

	availability and sharing of all local resources made available by the Subscribing Organizations.
Planning	The Planning Section plans for resources and identifies the need for resources, as requested by participating bodies.
Operations	The Operations Section shall deploy resources.

**4. Responsibilities of Subscribing Organizations**

- A. Upon executing the Agreement, each Subscribing Organization agrees to:
  - 1) Provide in Exhibit A to this Agreement the organization’s information of the individual(s) serving as the single point of contact for resource sharing and as the organization’s representative during meetings convened under this Agreement (hereafter “Emergency Contacts”). The Emergency Contacts are also responsible for taking the initiative to obtain and communicate decisions and discussion items of any meeting convened under this Agreement. This information shall be updated on an annual basis.
  - 2) Maintain a copy of the City of Shoreline’s Comprehensive Emergency Management Plan (“CEMP”), a signed copy of this Agreement and a list of Subscribing Organizations who have executed this Agreement. The City shall distribute the list to all Subscribing Organizations.
  - 3) Provide in Exhibit B to this Agreement a list of resources, equipment and services that may be available during emergencies, and update this list on an annual basis; provided that each Subscribing Organization may determine that certain resources, equipment and services are unavailable in the event of EOC activation.
  - 4) Participate in scheduled meetings to coordinate operational and implementation issues.
- B. Upon activation of the EOC, each party agrees, on a voluntary basis, to provide emergency assistance in the form of resources, such as equipment, supplies and personnel, or the direct provision of services to other Subscribing Organizations to assist in the prevention and combating of emergencies or disasters. The furnishing of services and resources shall be at the discretion of the Lending Organization and, with proper notice, any Subscribing Organization may withdraw resources it has provided at any time without incurring any liability.
- C. No Subscribing Organization shall be liable to another Subscribing Organization for, or be considered to be in breach of or default, under this Agreement on account of any delay in or failure to perform any obligation under this Agreement, except to make payment as specified in Section 9.

**5. Requests for Emergency Assistance**

- A. For better coordination of resources, all requests for emergency assistance should be submitted to the City of Shoreline Emergency Operations Center. All requests should provide the following information: a description of the problem, an estimate of the

resources needed to support, control and repair the problem, and the potential for damage should the problem not be fixed. The Emergency Operations Center will direct all communications regarding requests for emergency assistance to the designated Emergency Contact Points.

Upon receipt of a request for resources, all Subscribing Organizations will make diligent efforts to respond to the request for resources as rapidly as possible, including any notification(s) that requested resources are not available.

If any Subscribing Organization receives a request for assistance from a non-Subscribing Organization, that request shall be coordinated through the Emergency Operations Center.

## **6. Loans of Equipment and Supplies**

- A. Upon receiving a request for equipment or supplies, a Subscribing Organization may release the equipment or supplies directly to the Borrowing Organization. Although the Lending Organization shall endeavor to provide equipment in good working order, all equipment is provided "as is," with no representations or warranties as to its fitness for particular purpose. At the option of the Lending Organization, loaned equipment may be loaned with an operator.
- B. Equipment shall be used only by properly trained and supervised operators. The Borrowing Organization will take proper precaution in its operation, storage and maintenance of Lending Organization's equipment.
- C. Borrowing Organization shall, at its own expense, supply all fuel, lubrication and maintenance for loaned equipment.
- D. Loaned equipment shall be returned to Lending Organization upon release by Borrowing Organization or immediately upon Borrowing Organization's receipt of an oral or written request from Lending Organization for the return of the equipment. When notified to return the equipment to a Lending Organization, Borrowing Organization shall make every effort to return the equipment to Lending Organization's possession within 24 hours following notification. Subscribing Organizations recognize that resources on loan may not be immediately available for recall.
- E. Lending of equipment shall not constitute a dedication of the facilities or assets of such Subscribing Organization, or any portion thereof, to the public or to the other Subscribing Organization. Nothing in this Agreement shall be construed to give a Subscribing Organization any right of ownership, possession, use or control of the facilities or assets of the other Subscribing Organization.

## **7. Loans of Personnel**

- A. Lending Organization may, at its option, make such employees as are willing to participate available to Borrowing Organization at Borrowing Organization's expense equal to Lending Organization's full cost, including employee's salary or hourly wages, callback or overtime costs, benefits and overhead, and consistent with Lending Organization's personnel union contracts, if any, or other conditions of employment.

- B. Costs to feed and house loaned personnel, if necessary, shall be chargeable to and paid by Borrowing Organization. Borrowing Organization is responsible for assuring such arrangements as may be necessary to provide for the safety, housing, meals and transportation to and from job sites/housing sites (if necessary) for loaned personnel.
- C. Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by Lending Organization will be recorded on a shift-by-shift basis by Lending Organization and/or the loaned employee(s) and will be provided to Borrowing Organization as needed.
- D. All Subscribing Organizations' Emergency Contact Points or their designees shall develop planning details associated with being a Borrowing Organization or Lending Organization under the terms of this Agreement. Lending Organization personnel providing Emergency Assistance shall be under the administrative control of their agency supervisors but the organizational units will come under the operational control of the command structure of the Borrowing Organization.
- E. Lending Organization shall not be liable for cessation or slowdown of work if Lending Organization employees decline or are reluctant to perform any assigned tasks if said employees judge such task to be unsafe. A request for loaned personnel to direct the activities of others during a particular response operation does not relieve Borrowing Organization of any responsibility or create any liability on the part of Lending Organization for decisions and/or consequences of the response operation. Loaned personnel may refuse to direct the activities of others without creating any liability on the part of Lending Organization.
- F. Any valid licenses relating to the skills required for the emergency work issued to Lending Organization personnel by Lending Organization or Lending Organization's state may be recognized by Borrowing Organization during the period of emergency and for purposes related to the emergency.
- G. When notified to return personnel to a Lending Organization, Borrowing Organization shall make every effort to release the personnel to Lending Organization immediately after notification.

## **8. Independent Contractor and/or Agency**

- A. Lending Organization shall be and operate as an independent contractor of Borrowing Organization in the performance of any Emergency Assistance, meaning that employees of Lending Organization shall at all times, while performing Emergency Assistance, continue to be employees of Lending Organization and shall not be deemed employees of Borrowing Organization for any purpose.
- B. Lending Organization shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct or indirect compensation, benefits and related obligations with respect to its own employees. Each Subscribing Organization shall provide workers compensation in compliance with statutory requirements. The costs associated with borrowed personnel are subject to the reimbursement process outlined in Section 9.
- C. In no event shall Lending Organization or its officers, employees, agents or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the

name of, on behalf of or as agent for Borrowing Organization under or by virtue of this Agreement.

## **9. Payment for Emergency Assistance**

- A. The Subscribing Organization receiving emergency assistance shall pay to Lending Organization all valid and invoiced Assistance Costs within 90 days of receipt of Lending Organization's invoice. Invoices shall clearly state the event, general location where services or assistance is provided, resources utilized, hours of service or assistance and the rate. Under all circumstances, Borrowing Organization remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement. The Lending Organization has the option to accept payment of cash or payment in kind for any supplies, personnel, equipment, or parts provided.
- B. Use of equipment, such as construction equipment, road barricades, vehicles, and tools, shall be invoiced at the Lending Organization's current equipment rate. When no current rates have been established, the hourly operating costs will conform to an industry standard publication as selected by the Emergency Management Council or as mutually agreed between the Borrowing and Lending Organizations. Equipment and tool loans are subject to the following conditions:
- 1) Lending Organization's costs related to the transportation, handling and loading/unloading of equipment shall be chargeable to Borrowing Organization. Lending Organization shall provide copies of invoices for such charges where provided by outside sources and shall provide hourly accounting of charges for Lending Organization's employees who perform such services.
  - 2) Without prejudice to a Lending Organization's right to indemnification under Section 10, in the event loaned equipment is lost or damaged while being dispatched to Borrowing Organization, or while in the custody and use of Borrowing Organization, or while being returned to Lending Organization, Borrowing Organization shall reimburse Lending Organization for the reasonable cost of repairing or replacing said damaged equipment. If the equipment cannot be repaired or replaced within a time period requested by Lending Organization, then Borrowing Organization shall reimburse Lending Organization for the cost of replacing such equipment with equipment which is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of Lending Organization. If Lending Organization must lease or rent a piece of equipment while Lending Organization's equipment is being repaired or replaced, Borrowing Organization shall reimburse Lending Organization for such costs. Borrowing Organization shall have the right of subrogation for all claims against persons other than Subscribing Organizations to this Agreement who may be responsible in whole or in part for damage to the equipment. Borrowing Organization shall not be liable for damage caused by the sole negligence of Lending Organization's employee(s) and/or operator(s).
  - 3) Borrowing Organization shall reimburse Lending Organization in kind or at Lending Organization's actual replacement cost, plus handling charges, for use of

partially consumed or non-returnable materials and supplies, as mutually agreed between Borrowing Organization and Lending Organization. Other reusable materials and supplies which are returned to Lending Organization in clean, damage-free condition shall not be charged to Borrowing Organization and no rental fee will be charged. Lending Organization shall determine whether items returned are "clean and damage-free," and items shall be treated as partially consumed or non-returnable materials and supplies if items are found to be damaged.

- 4) Lending Organization will provide shipping records for materials and equipment, and Borrowing Organization is responsible for any required documentation of use of material and equipment for state or federal reimbursement. The documentation will be presented to the Administration/Finance Section of the EOC.

## **10. Indemnification and Limitation of Liability**

- A. *Indemnification.* Except as provided below to the fullest extent permitted by applicable law, Borrowing Organization releases and shall indemnify, hold harmless and defend each Lending Organization, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing Emergency Assistance to Borrowing Organization arising before, during or after performance of the Emergency Assistance and whether suffered by any of the Subscribing Organizations or any other person or entity. Borrowing Organization agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, Borrowing Organization, by mutual negotiation, hereby waives, as respects any indemnitee only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington and similar laws of other states.
- B. *Activities in Bad Faith or Beyond Scope.* Any Subscribing Organization shall not be required under this Agreement to indemnify, hold harmless and defend any other Subscribing Organization from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Subscribing Organization's officers, employee or agents acting in bad faith or performing activities beyond the scope of their duties.
- C. *Liability for Participation.* In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of Emergency Assistance through this Agreement, Borrowing Organization agrees to indemnify, hold harmless and defend, to the fullest extent of the law, each Subscribing Organization to this Agreement, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding, is the execution and approval of this Agreement.
- D. *Delay or Failure to Respond.* No Subscribing Organization shall be liable to another Subscribing Organization under this Agreement due to any delay or failure to perform any obligation under this Agreement, except to make payment as specified in this Agreement. In addition, no Subscribing Organization shall be considered to be in

breach or in default of this Agreement for delay or failure to perform any obligation, except for failure to make payment.

- E. *Subscribing Organization Litigation Procedures.* Each Lending Organization seeking to be released, indemnified, held harmless or defended under this Agreement with respect to any claim shall promptly notify Borrowing Organization of such claim and shall not settle such claim without the prior consent of Borrowing Organization, which consent shall not be unreasonably withheld. Such Subscribing Organization shall have the right to participate in the defense of said claim to the extent of its own interest. Subscribing Organization's personnel shall cooperate and participate in legal proceedings if so requested by Borrowing Organization and/or required by a court of competent jurisdiction.

## **11. Subrogation**

- A. *Borrowing Organization's Waiver.* Borrowing Organization expressly waives any rights of subrogation against Lending Organization which it may have on account of or in connection with Lending Organization providing Emergency Assistance to Borrowing Organization under this Agreement.
- B. *Lending Organization's Reservation and Waiver.* Lending Organization expressly reserves its right to subrogation against Borrowing Organization to the extent Lending Organization incurs any self-insured, self-insured retention or deductible loss. Lending Organization expressly waives its rights to subrogation for all insured losses only to the extent Lending Organization's insurance policies, then in force, permit such waiver.

## **12. Modifications**

No provision of this Agreement may be modified, altered or rescinded by any individual Subscribing Organization without two-thirds affirmative concurrence of the Subscribing Organizations. The Emergency Management Council will be the coordinating body for facilitating modifications of this Agreement.

## **13. Non-Exclusiveness and Other Agreements**

This Agreement is not intended to be exclusive among the Subscribing Organizations. Any Subscribing Organization may enter into separate Emergency Assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement. To the extent that prior agreements between parties to this Agreement are inconsistent with this Agreement, all prior agreements for Emergency Assistance between the Subscribing Organizations hereto are hereby superseded.

## **14. Governmental Authority**

This Agreement is subject to laws, rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental authorities having jurisdiction over the emergencies covered by this Agreement, the Subscribing Organizations or either of them.

**15. Partnership**

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Subscribing Organizations or to impose any partnership obligation or liability upon any Subscribing Organization. Further, no Subscribing Organization shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Subscribing Organization.

**16. No Third-Party Beneficiary**

Nothing in this Agreement shall be construed to create any rights in or duties to any Third Party, nor any liability to or standard of care with reference to any Third Party. This Agreement shall not confer any right or remedy upon any person other than the Subscribing Organizations. This Agreement shall not release or discharge any obligation or liability of any Third Party to any Subscribing Organization.

**17. Entire Agreement**

This Agreement constitutes the entire agreement and supersedes any and all prior agreements of the parties with respect to the subject matters hereof.

**18. Successors and Assignments**

This Agreement is not transferable or assignable, in whole or in part, and any Subscribing Organization may terminate its participation in this Agreement subject to Section 2.

**19. Governing Law**

This Agreement shall be interpreted, construed and enforced in accordance with the laws of Washington State.

**20. Dispute Resolution**

Subscribing Organizations agree to make good faith efforts to resolve any disputes arising out of this Agreement through direct discussion. If a dispute cannot be settled through direct discussions, the Subscribing Organizations agree to next attempt to resolve the dispute through mediation prior to commencing any legal action. Actions arising out of this Agreement shall be brought in King County.

**21. Tort Claims**

It is not the intention of this Agreement to remove from any of the Subscribing Organizations any protection provided by any applicable Tort Claims Act. However, between Borrowing Organization and Lending Organization, Borrowing Organization retains full liability to Lending Organization for any claims brought against Lending Organization as described in other provisions of this Agreement.

**22. Waiver of Rights**

Any waiver at any time by any Subscribing Organization of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay short of the statutory period of limitations in asserting or enforcing any right shall not constitute or be deemed a waiver.

**23. Survivability**

The invalidity or unenforceability of any provisions of this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**24. Notices**

Any notice, demand, information, report or item otherwise required, authorized or provided for in this Agreement shall be conveyed and facilitated by the Shoreline Emergency Management Council, care of the City Manager – City of Shoreline. The address is 17544 Midvale Avenue N., Shoreline, WA 98133.

Such notices, given in writing, shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, or (iii) sent by United States Mail, postage prepaid, to the address above.

**25. New Membership**

A majority of Subscribing Organizations may agree to expand participation in this Agreement to agencies in addition to those member agencies of the Shoreline Emergency Council.

In witness thereof, the Subscribing Organization hereto has caused the Shoreline Emergency Management Mutual Aid Agreement to be executed by duly authorized representatives as of the date of their signature:

THE CITY OF SHORELINE

ORGANIZATION

By: Robert L. Olander  
City Manager Robert L. Olander

SHORELINE FIRE DEPT.  
Organization Name

Date: 01/22/08

Organization Address:  
17525 AURORA AVE. N.  
SHORELINE, WA 98133

Approved as to Form:

for Hammond P. Collins  
Ian Sievers  
City Attorney

Authorized Representative:

MARCUS KRAGNESS  
Printed name

M. Kragness  
Signature

FIRE CHIEF  
Title

Date: JAN. 7, 2008

EXHIBIT A

SHORELINE EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT

EMERGENCY CONTACTS

<b>Name of Subscribing Organization</b>	SHORELINE FIRE DEPT.
<b>Emergency Contact Person(s)</b>	ON CALL LIST
<b>Address(es)</b>	
<b>24-hour Emergency Telephone Number(s)</b>	
<b>E-mail Address(es)</b>	

EXHIBIT B

SHORELINE EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT

LIST OF RESOURCES, EQUIPMENT AND SERVICES  
AVAILABLE DURING EMERGENCIES

<b>Resources</b>	ON FILE
<b>Equipment</b>	
<b>Services</b>	