

RECEIVING NO. 5627  
DATE 7-17-2018  
CITY CLERK JJK  
CONTRACT NO. 17-108

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF WOODINVILLE AND WOODINVILLE FIRE & RESCUE  
TO UTILIZE A JOINT EMERGENCY OPERATIONS CENTER FACILITY**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into under the authority of chapter 39.34 RCW by the CITY OF WOODINVILLE, a municipal corporation organized under Title 35A RCW ("City") and WOODINVILLE FIRE & RESCUE, 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 the City in times of emergency.

THEREFORE, the Fire Department hereby grants to the City the use of a portion of its training room 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 Woodinville City Manager or designee, as outlined in the City of Woodinville'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. **Definition of Premises.** The Fire Department hereby grants to the City the use of a portion of the Fire Department's training room ("Premises") located at Woodinville Fire & Rescue: 17718 Woodinville Snohomish Road Woodinville, Washington 98072. The Fire Department grants the City the use of the Premises as shown in Exhibit 1.
2. **Use of the Premises**
  - a. The City shall use the Premises for the purpose of operating 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. The City shall have the 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 the City or volunteer support organizations.

- c. The City shall not use the Premises for any purpose 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 or designee.
- d. Upon activation of the EOC, the City shall have absolute priority over routine use of the Premises or any planned activities within the Premises.
- e. Volunteer support organizations, including Woodinville ARES Group (WAG) and Community Emergency Response Teams (CERT) may, if authorized by the City, use the Premises during times of emergency, and at the convenience of the Fire Department for training purposes.
- f. The City recognizes and will comply with the Fire Department's rules and protocols for use of the Premises. The Fire Department will provide the City's Point of Contact (section J.1) with such rules and protocols upon effectiveness of this MOU, and with any updates to the rules and protocols as needed.

### **3. Maintenance of the Premises**

- a. When the City has activated the EOC, the City will make arrangements with the Woodinville Police Department to provide security if needed.
- b. The Fire Department shall provide and pay for routine maintenance and repair of the Premises, including janitorial services.
- c. The City shall not alter, remodel, or in any way modify or change the present condition or appearance of the Premises without the consent of the Fire Department. All such consent shall be provided in writing by the Fire Department's current Fire Chief or designee.

### **C. USER FEE**

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

### **D. EQUIPMENT, SUPPLIES, AND COST SHARING**

#### **1. City-Owned Equipment**

- a. The City, at its own expense, will supply the Premises with various types of equipment. A listing of City-owned equipment is included as Exhibit 2. The equipment shall remain the property of the City and in the event of termination of this MOU, the City shall have the right to remove the equipment from the Premises.
- b. The City agrees that if it removes the equipment, the City will restore the Premises to pre-installation condition.

- c. Use of City-owned 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 in Exhibit 1. The Fire Department shall at all times take reasonable steps necessary to protect the equipment from 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. Transfer of City Equipment to Fire Department**

Pursuant to Chapter 39.33 RCW, and in consideration of the benefits to the City to be derived from this MOU, the City hereby transfers ownership of the equipment listed in Exhibit 3 to the Fire Department.

## **3. Supplies**

- a. The City, 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 EOC activation and are not to be used by the Fire Department for regular operations.
- b. If the Fire Department uses the City's supplies, then it shall replace those supplies within thirty (30) calendar days. The cost of replacement will be solely that of the Fire Department. Replacement supplies shall be of equal value and quality.

## **4. Utility and Communication Service Fees**

- a. The Fire Department 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 THE PREMISES AND MANAGEMENT OF PERSONNEL**

- 1. Upon activation of the EOC, the City shall have the sole authority for the management of City employees and except as provided below, volunteers.
- 2. Upon activation of the EOC, the City and the Fire Department shall jointly manage supporting volunteer organizations such as the Woodinville ARES Group (WAG) 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 City and the Fire Department. The

requesting volunteer entity such as ACS or CERT must be assigned by either the City or the Fire Department to deploy members into an emergency or disaster scene.

3. Access to the Premises shall be limited to implementing the purposes of this MOU. The City shall be responsible for any damage or loss resulting from City employees and other invitees of the City gaining access to the Premises for the purposes set forth in this MOU.

#### F. TERM OF THIS MOU

1. The initial term of this MOU shall be from the date of complete execution to December 31, 2018, and then shall automatically renew for up to five (5) additional one-year terms 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 of this MOU. Notice of termination shall be provided six (6) months in advance of the proposed 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 the City may enter into agreements with neighboring jurisdictions for the use of the Premises as a secondary EOC. The terms and conditions will be set forth in a separate joint agreement with the City, the Fire Department and the neighboring jurisdiction.

#### H. INSURANCE

Each party to this MOU shall be responsible for obtaining and maintaining 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, 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. ADMINISTRATION

##### 1. **Point of Contact**

## **J. ADMINISTRATION**

### **1. Point of Contact**

All notices or actions required by this MOU shall be directed to the following points of contact or his/her designee:

#### **CITY OF WOODINVILLE:**

Brandon Buchanan, ICMA-CM  
City Manager  
17301 133<sup>rd</sup> Ave NE  
Woodinville, WA 98072  
Email: brandonb@ci.woodinville.wa.us  
Phone: 425-489-2700

#### **WOODINVILLE FIRE & RESCUE:**

Greg Ahearn  
Fire Chief  
17718 Woodinville Snohomish Road  
Woodinville, WA 98072  
Email: GAhearn@wf-r.org  
Phone: 425-483-2131

### **2. Semi-Annual Meetings and Check ins**

The City and the Fire Department 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.


## **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 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 of 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 accruing under this MOU for that party from and after the date of such assignment.

6. A faxed or electronic copy of a signature is equivalent to an original signature. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. No separate legal entity is created pursuant to this MOU. This MOU shall be administered jointly by the Parties' respective points of contact identified in section J.1 of this MOU. An executed copy of this MOU shall be recorded with the King County Auditor or listed by subject on the web site of one or more of the Parties,


This Memorandum of Understanding is herein executed by:

**CITY OF WOODINVILLE**

  
\_\_\_\_\_  
Brandon Buchanan, ICMA-CM  
City Manager

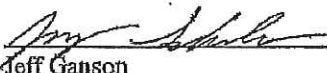
7/16/18  
\_\_\_\_\_  
Date

**WOODINVILLE FIRE & RESCUE**

  
\_\_\_\_\_  
Greg Ahearn  
Fire Chief

7/11/2018  
\_\_\_\_\_  
Date

Approved as to Form

For   
\_\_\_\_\_  
Jeff Ganson  
City of Woodinville Attorney/  
Woodinville Fire & Rescue Attorney

7/10/18  
\_\_\_\_\_  
Date

Attest

  
\_\_\_\_\_  
Jennifer Kuhn  
City of Woodinville Clerk

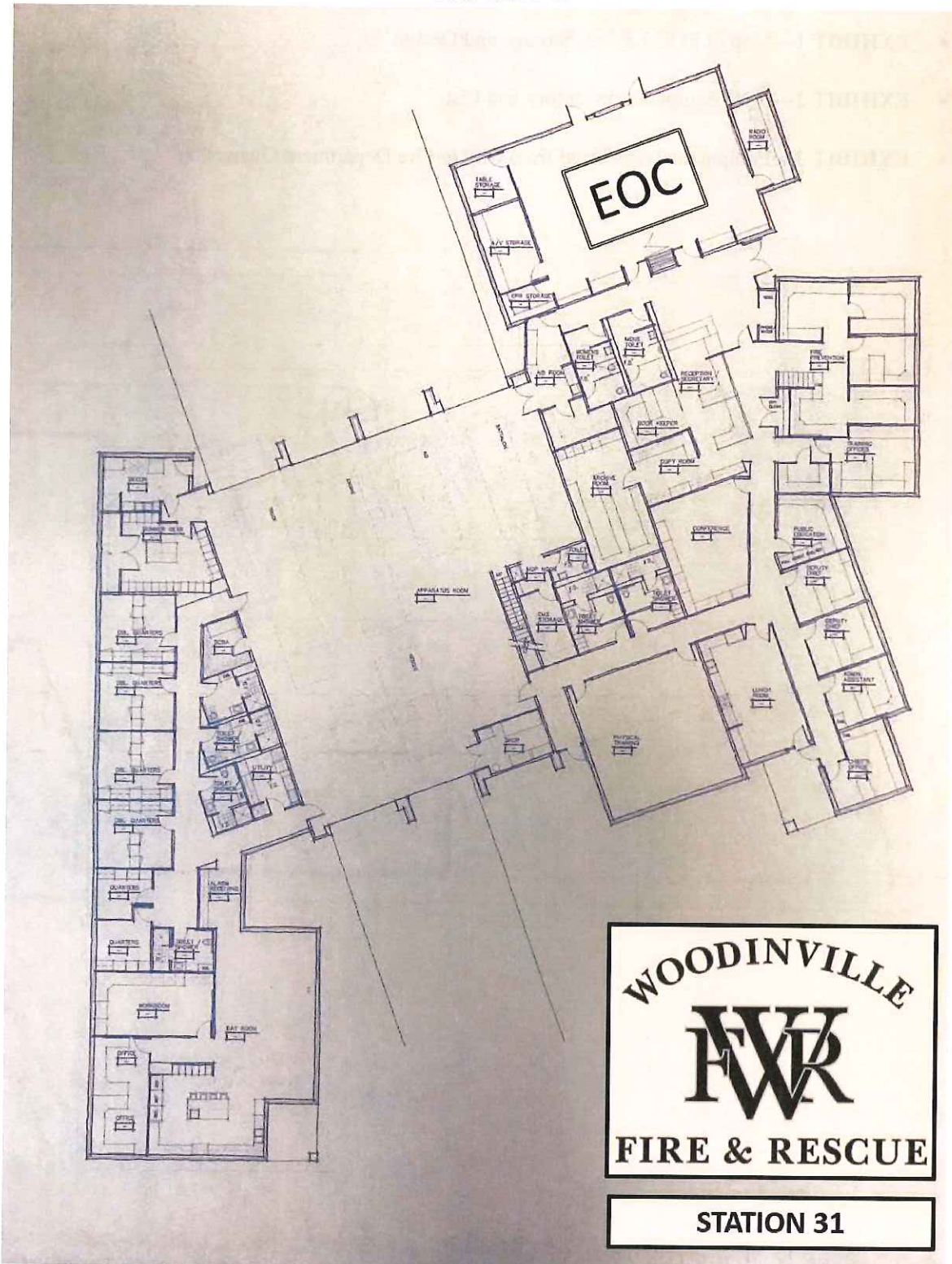
7-17-2018  
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Date

## **ATTACHMENTS**

- **EXHIBIT 1**—Map of EOC Layout, Storage and Design
- **EXHIBIT 2**—EOC Equipment Inventory and List
- **EXHIBIT 3**—Equipment Transferred from City to Fire Department Ownership



# EXHIBIT 1





## EXHIBIT 2

### EOC Equipment / Inventory List

#### Definitions/Assumptions

<b>Level 1</b>	This status assumes that the City has full network access via fiber from EOC to the City Hall. All local domain systems and databases are accessible.
<b>Level 2</b>	This status assumes that the City has no direct network access via fiber from EOC to the City Hall. No local access to domain system or database is available via fiber. Only a public internet access at EOC. Thus, City's computers would be able to access resources at the City Hall via remote VPN encrypted tunnel.
<b>Level 3</b>	This status assumes that there is no network access from EOC to the City Hall. No local access to domain systems or database nor internet access at EOC. Only local LAN and local computer access is available.

#### Equipment List by Level of Operation Status

Device	Quantity	Equipment Required at Each Level		
		Level 1	Level 2	Level 3
TV (Configure for Cable & Over the Air)	2	Yes	Yes	Yes
MS Surface	6	Yes	Yes	Yes
Projector	1	Yes	Yes	Yes
Printer	1	Yes	Yes	Yes
All-In-One Printer/Copier/Scanner	1	Yes	Yes	Yes
Network Switch	2	Yes	Yes	Yes
Fiber Converter	3	Yes	N/A	N/A
Remote Terminal EOC Server & OS	1	N/A	Yes	N/A
VPN Client License	10	N/A	Yes	N/A
Firewall	1	N/A	Yes	N/A
Network Cables (12"-20" long)	12	Yes	Yes	Yes
Network Patch Panel Color Coded Cables	4	Yes	Yes	Yes
Power Strips	6	Yes	Yes	Yes
Power Extension Cables	6	Yes	Yes	Yes
USB Flash Drives	10	N/A	N/A	Yes
Wi-Fi Hot Spot	1	N/A	Yes	Yes
Equipment Bins	6	Yes	Yes	Yes
Equipment Cart	2	Yes	Yes	Yes

## **EXHIBIT 2**

The Fire Department has also equipped the EOC room with the following amenities:

- Two televisions, both with dish network satellite
- Projector
- Projector Screen
- 7 Microsoft surface tablets
- 6 landline telephones
- 1 satellite phone
- Various office supplies
- White boards
- Flip charts
- Full kitchen
- Wired and wireless internet network access

### EXHIBIT 3

The City transfers ownership of the following equipment to the Fire Department:

QTY	Description	Woodinville	
		Inventory Tag #	Serial Number
1	Dell Laptop	10322	CN-OHP727-48643-83Q-0778
1	Dell Adapter		CN-OYT886-73245-0223
1	Envision Monitor	R00176	J737BVA000736
1	HP Laserjet 1300	B00011 / 10196	No serial number
1	Kenwood FM Dual Bander TM-v71 & 1 Dispatch Mic	10502	A9500055
1	ALINCO VHF FM Transceiver DR-235 Mk	10501	No serial number
1	Kantronics Packet Communicator	None	No serial number
1	Kenwood Central Station & 1 Dispatch Mic	None	No serial number
1	Comet Duplexer CF4160	None	No serial number
1	Astron Corporation Power Source	None	No serial number
1	Comet Triplexer CFX324	None	No serial number
1	Rooftop Antenna	None	Not available

