Memorandum of Understanding Between the City of Renton and King County Fire District 20 Concerning the Placement, Maintenance and Care of Amateur Radio Equipment

The City of Renton ("City") and King County Fire District 20 (KCFD 20) have reached an understanding as follows:

Whereas, the parties have determined that there is a need for back-up communications capabilities to serve the greater Renton community during an event which overwhelms existing communication resources;

Whereas, the parties understand that pre-positioning radio equipment in various strategic locations will maximize the functionality and scope of these back-up communications capabilities;

Whereas, the parties understand that being prepared to respond to communications related emergencies and disasters will require pre-event coordination between neighboring jurisdictions; and

Whereas, the parties have entered into this memorandum of understanding to assist with providing for the health, safety and welfare of the residents of the greater Renton community.

IT IS UNDERSTOOD THAT:

1. Definitions

a. Equipment

All equipment will be purchased by and remain the property of the City. Equipment will consist of all necessary components to install and operate a linked repeater system. All equipment to be installed has been approved by the Washington State Equipment Subcommittee for the Committee on Homeland Security, and the installation project has requested and received Environmental and Historical Preservation approval.

b. Renton Emergency Communication Service (RECS)

The Renton Emergency Communication Service is non-profit volunteer group of amateur radio operators whose mission is to provide communication services to the City during events which overwhelm existing communication resources. RECS does not own any of the radio equipment, they do provide installation, testing and maintenance. All RECS volunteers have been through the City screening process including a background check, and all have completed IS 100, IS 200 and IS 700d. All volunteers also have an identification badge.

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2. Storage

a. The equipment will be installed in and on the Fire Station 20 (12417 76th Ave. S., Seattle) training tower which is owned and operated by King County Fire District 20. The training tower is a secure facility and the equipment will be housed in a locked room.

b. KCFD 20 will maintain the Storage facility to a level of care which preserves the integrity and usability of the equipment, including keeping access points where the equipment is located free and clear of debris or other limitations which would prevent unfettered access in the event of an emergency.

c. The City reserves the right to remove it's equipment installed at the Fire Station 20 training tower if, due to its condition, it risks the integrity and usability of the equipment.

d. KCFD 20 will provide continual access to electricity and a data connection to power the equipment and allow it to be controlled remotely.

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3. Maintenance

a. The City will be responsible for maintenance of all equipment. The City relies on RECS for developing, implementing and maintaining all amateur radio capabilities so much of the maintenance will be done by RECS volunteers. The City and KCFD 20 will coordinate a mutually agreeable plan for granting City staff and RECS volunteers access to the equipment.

4. Hold Harmless

a. KCFD 20 shall protect, indemnify and save harmless the City, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of KCFD 20, its officers, elected officials, agents, volunteers and employees in performing this Memorandum of Understanding.

b. City shall protect, defend, indemnify and save harmless KCFD 20, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of City, its officers, elected officials, agents, volunteers and employees in performing this Memorandum of Understanding.

5. Notices

All notices required to be given under the terms of this Memorandum of Understanding shall be sent in writing and or hand delivered to the parties at the addresses below:

CITY OF RENTON Attn: Deborah Needham Emergency Management Director 1055 S. Grady Way, 7th Floor Renton, WA 98057

KCFD 20 Board of Fire Commissioners 12424 76th Ave S. Seattle, WA 98178

5. Severability

The invalidity of any provision of this Memorandum of Understanding, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision herein.

6. Term

The term of this Memorandum of Understanding shall commence on the date of the final signature of all parties and be subject to annual review on the final signature date. This Memorandum of Understanding will remain in effect unless a request for modification or termination is sent to the other party, in writing, with at least 30 days notice.

The parties agree to the provisions above and will adhere to them during the course of this Memorandum of Understanding. This Memorandum of Understanding supersedes and replaces all previous agreements.

City of Renton	
Name Denis Law	<u>Date</u>
Mayor	· · · ·
Title Attest: Bonnie & Walton_	of the second of the second
Bonnie I. Walton, City Clerk	
King County Fire District 20	en Strike

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Name <u>Fire ChieF</u> Title Date <u>Ut/12/11</u>