

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: September 27<sup>th</sup>, 2021**

<b>AGENDA ITEM:</b>	
Memorandum of Understanding – Volunteer Reception Center (VRC) with Grove Church	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Kassidy Aldrich, Emergency Management Outreach Specialist (AmeriCorps)	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
Memorandum of Understanding	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The City is proposing to establish a Memorandum of Understanding with the Grove Church located at 4705 Grove Street. The purpose is to designate their facility as a Volunteer Reception Center (VRC) in the event of a major disaster or emergency large enough to require the management of volunteers. This would be the designated facility for trained emergency management volunteers to report to and where the City’s volunteer management efforts would take place. In the event of a VRC activation, the City would reimburse the Grove Church for any food, supplies, utilities, or other such items used during response.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign and execute the Memorandum of Understanding with the Grove Church regarding the use of its facility as a Volunteer Reception Center.</p> <p><b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign and execute _____.</p>
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## Memorandum of Understanding

This Memorandum of Understanding (“Memorandum”) is entered into by and between the City of Marysville (the “City”) and The Grove Church (“Grove Church”) as of the last signature date below.

### RECITALS

WHEREAS, the City desires to designate certain facilities in the City to be volunteer reception centers in the event of a disaster or emergency; and

WHEREAS, the Grove Church owns and operates the property located at 4705 Grove St, Marysville, WA, 98270 (the “Property”); and

WHEREAS, the Property is ideally suited to act as a Volunteer Reception Center in the event of an emergency. A Volunteer Reception Center is a site that volunteers report to and that acts as a coordination center that directs volunteer activities throughout the city during an emergency; and

WHEREAS, the parties desire to designate the Property to be a Volunteer Reception Center, and to use the Property as the same in the event of an emergency.

**NOW, THEREFORE**, the City and Grove Church agree as follows:

### MEMORANDUM

1. Purpose. The purpose of this Memorandum is to define the relationship between the City and the Grove Church during an emergency. Specifically, the Grove Church acknowledges the intent for the Property to serve as a Volunteer Reception Center. For the purposes of this Memorandum, “emergency” shall be considered an event or natural disaster that reasonably necessitates the provision of relief services to residents, and shall include but not be limited to: earthquakes, floods, landslides, terrorist attacks, or fires.
2. Term and Termination. The term of this Memorandum will be for 5 years unless either party terminates it earlier by providing the other forty-five (45) days advance written notice.
3. Use of Property.
  - a. The City may access and utilize the Property as a Volunteer Reception Center in the event of an emergency. Such use of the Property shall include the interior of buildings and the facilities/equipment located therein, such as:
    - i. Office equipment (including telephones, fax machines, computers, internet access, copy machines, and printers).
    - ii. Furniture (including tables, chairs, desks, cots, wheelchairs, and dollies).
    - iii. Building amenities (including restrooms, cafeterias, and water fountains).
    - iv. Meeting spaces (including offices and conference rooms).
    - v. Parking spaces for city employees and volunteers.

- b. The parties agree that the City may use the Property as a Volunteer Reception Center for as long as is reasonably necessary to respond to the emergency.
4. Access. In the event of an emergency, the parties agree that the City may access the Property upon two hours' notice to the Grove Church.
5. Grove Church Points of Contact. The Grove Church will designate one primary and one backup point of contact. These points of contact will all have access to the Property and be able to open/unlock any buildings. In the event the City needs to utilize the Property as a Volunteer Reception Center, it will attempt to first contact the primary contact, however if it is unable to reach that contact the City may instead contact the backup contact.
  - a. Primary Point of Contact:

Theresa Kerr  
4705 Grove Street  
360-659-2276
  - b. Backup Contact:
6. City Point of Contact. The City's point of contact for this Memorandum shall be:

Emergency Management Officer  
1049 State Avenue  
360-363-8000
7. Volunteer Reception Center Plan. The City may in the future develop a Volunteer Reception Center plan that will outline the City's intended use of the Property as a Volunteer Reception Center (for the purposes of this Section, the "Plan"). If the City does develop such a Plan, then the City will provide a draft of the Plan to the Grove Church so that it can provide any input, recommendations, or concerns to the City, and the City will attempt to develop a Plan that is acceptable to both parties.
8. City Obligations. In the event the Property is utilized as a Volunteer Reception Center during an emergency, the City will ensure the reimbursement or replacement to the Grove Church for any food, supplies, utilities, or other such items that are used by the City. The City will additionally ensure that any post-emergency cleanup is performed to return the Property to substantially the same condition it was in prior to its use as a Volunteer Reception Center.

9. Indemnification. The City shall defend, indemnify, and hold the Grove Church harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the exercise of the City's rights described by this memorandum, except for injuries and damages caused by the negligence or willful misconduct of the Grove Church.

10. Notices. Except for notice to access the Property as described in in Section 4, which may be provided in person, telephonically, by electronic mail, or by any other means reasonably calculated to provide notice, any notice or other communication required or permitted in this Memorandum will be in writing and will be deemed to have been made either (1) when delivered personally to the party to whom it is directed (or any officer or agent of such party); (2) upon being deposited in the United States' mail, postage prepaid, return receipt requested, and properly addressed to the other party; or (3) upon delivery by electronic mail. Either party may change their contact information by providing written notice to the other party.

11. Recitals. The recitals will be incorporated into and be considered a part of this Memorandum.

IN WITNESS WHEREOF, the parties have executed this memorandum as of the last date written below.

GROVE CHURCH:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

Its:

CITY OF MARYSVILLE:

\_\_\_\_\_  
Jon Nehring, Mayor

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney