



## King County

### Metropolitan King County Council Budget and Fiscal Management Committee

Agenda Item No.: 5 Date: September 7, 2011  
Proposed No.: 2011-0232 Prepared By: John Resha

### **STAFF REPORT**

#### **SUBJECT:**

**Proposed Ordinance 2011-0232** would authorize the Executive to sign a Memorandum of Understanding (MOU) with the cities of Covington, Kenmore, Maple Valley, Newcastle and Woodinville, and the Muckleshoot Tribe to address additional space considerations for KCSO staff beyond that provided for in our existing Interlocal Agreements for Law Enforcement Services (ILAs) with those jurisdictions.

#### **BACKGROUND:**

The KCSO provides law enforcement services for County and State laws in King County. It has both regional and local unincorporated areas responsibilities. In addition to local and regional law enforcement services, The KCSO provides contracted law enforcement through approximately fifty agreements. These contracts include:

- Local Police agency for twelve suburban cities
- Transportation police for Metro, Sound Transit and the King County Airport
- Tribal police for the Muckleshoot
- Housing Authority policing in two communities
- Fire investigations in fifteen cities
- Marine patrol for eight cities
- Air support for the Coast Guard, Washington Department of Ecology and King County Department of Natural Resources

In addition to providing local law enforcement services, the KCSO has a number of regional responsibilities, including the operation of the county's Automated Fingerprint Identification System (AFIS), E-911 call and dispatch, and King County Search and Rescue, and air and marine patrol. The Sheriff is also responsible for armed security in the county's courthouses.

### **King County Sheriff's Office Reorganization**

In 2010, the Sheriff began implementing significant portions for a KCSO reorganization. These actions included:

- Realigning Precinct 2 (North/East: North Bend, Woodinville, Kenmore, Sammamish, and Skykomish) and Precinct 3 (East/South: Covington, Maple Valley, Newcastle, Muckleshoot Tribe, and Beaux Arts Village) into a new single East Precinct under a single command structure.
- Realigning the Office by consolidating management structures, shifting Special Operations into its support role of Patrol Operations, and identifying a senior professional manager (Chief Deputy) for KCSO.
- Realigning the facilities and operational functions under the new structures.

These reorganization efforts have been focused on increasing operational efficiencies and reducing costs. The next step in the Sheriff's identified reorganization is facility consolidation.

In June, the Budget and Fiscal Management committee reviewed a package of legislation including a lease for new facilities to consolidate two precinct offices into a new East Precinct Command Center (2011-0231), a supplemental appropriation ordinance (2011-0233) and a motion (2011-0234) supporting the surplus of the two former precinct offices. Additionally, this piece of legislation, Proposed Ordinance 2011-0232, authorizing the signing of agreements for subleases of support facilities at various local policing locations was also heard. The first three pieces of legislation, (2011-0231, 2011-0233 and 2011-0234) were passed out of committee and unanimously adopted by Council on July 5, 2011. The remaining piece of legislation, Proposed Ordinance 2011-0232, was not moved forward for technical reasons, as the agreements with the various communities were not yet in final form.

### **ANALYSIS:**

As noted in previous staff reports, the lynchpin to the success of this organizational model is changing the operational practices of KCSO and its deputies. By moving to a centralized command center, while at the same time decentralizing individual operations, a number of operational benefits can be achieved:

- Sergeants will be convening once a week, squad-based roll call at a decentralized location, rather than the daily roll call of all officers at a single location, thereby reducing mandatory drive time when an officer could be in their area of responsibility;
- Officers will have local report locations that are closer to their specific patrol areas;

- Physical space requirements for operations are dramatically reduced from 24,000 square feet to 5,200 square feet;
- Through the decentralized reporting, individual officers create connections with contract city officers and operations to increase collaboration; and
- Through having officers report to decentralized locations, the proactive value of the presence of law enforcement enhances all of our contract cities.

The five attached agreements provide for these decentralized individual operational efficiencies. The agreements with Covington and Maple Valley are in the form of a Sublease Agreement rather than a Memorandum of Agreement, as the shared facilities with the City are in leased locations.

The agreements do not change the anticipated and previously approved funding/costs associated with these facilities.

The attachments to each of the new agreements also identify "savings", which is not universally addressed in the agreements. This savings is reflective of the savings to the cities associated with the reductions of moving from two larger precincts to the new smaller East Precinct Command Center. Council's legal staff did not see this issue as one of concern.

The agreement with the City of Woodinville was not ready, and rather than holding all of the agreements, the Executive and Sheriff have requested that other five agreements move forward under this legislation. When a final sixth agreement is ready for the Woodinville-area local report location, the Executive will transmit separate legislation appropriate to that agreement.

The agreements have been reviewed by the Prosecuting Attorney's Office as Council's legal staff and no additional issues have been identified.

## **AMENDMENT**

Amendment 1 and Title Amendment T1 have been prepared to reflect the different final forms of the five agreements and the removal of the Woodinville agreement from this legislation. As the costs and conditions are not changing from previous Council deliberations, staff views these amendments as technical in nature.

## **REASONABLENESS:**

Action on Proposed Ordinances 2011-023, as amended by Amendments 1 and T1, represents a reasonable business decision in support of the policy decisions made through the broader East Precinct Command Center legislative package.

**ATTACHMENTS:**

1. Proposed Ordinance 2011-0232
2. Transmittal Letter Dated May 11, 2011
3. Fiscal Note
4. Amendment 1 with new Attachments A, B, C, D, and E
5. Amendment T1

**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report****September 6, 2011****Ordinance****Proposed No. 2011-0232.1****Sponsors Patterson**

1           AN ORDINANCE relating to memorandums of agreement  
2           between King County and the cities of Covington,  
3           Kenmore, Maple Valley, Newcastle and Woodinville, and  
4           the Muckleshoot Tribe, for occupancy of certain facilities  
5           and improvements thereto in city police departments to  
6           accommodate sheriff's personnel in providing service to the  
7           unincorporated area.

8           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9           **SECTION 1. Findings:**

10          A. The King County sheriff's office provides police services to twelve  
11          incorporated cities through an inter-local agreement signed in 2000.

12          B. The sheriff's office provides police services to the Muckleshoot Tribe, Sound  
13          Transit and King County Metro Transit through separate agreements, but on similar terms  
14          to the city inter-local agreement.

15          C. In the last decade, unincorporated area officers have adopted an informal  
16          practice of dropping in to contract city police departments to prepare paper work, take  
17          breaks and communicate with other officers.

18           D. In November 2011, the King County council approved a reorganization of the  
19 sheriff's office that included creating one east precinct out of what had been two separate  
20 precincts, precincts 2 and 3.

21           E. As part of the reorganization, the sheriff's office will consolidate its command  
22 staff in a new east precinct command center in leased space in the Sammamish City Hall.

23           F. The city of Sammamish contracts with the sheriff's office for police services.

24           G. With the new east precinct command center, the sheriff's office will no longer  
25 use the county-owned facilities in the city of Kenmore for precinct 2 and the city of  
26 Maple Valley for precinct 3.

27           H. In lieu of the Kenmore and Maple Valley precincts, unincorporated officers  
28 will rely on their ability to drop in to contract city police departments as a normal course  
29 of business.

30           I. Some facility improvements, such as new voice and data lines and creating  
31 secure space for evidence storage and interviews, will be required in east side contract  
32 cities to accommodate the unincorporated area officers.

33           J. The use of such incorporated city facilities is authorized under Section 6.5 of  
34 the police services inter-local agreement, with the county's rent expense credited as an  
35 offset against the annual police services cost for each city providing such a facility. The  
36 facility improvements will be constructed or caused to be constructed by the individual  
37 cities and the Muckleshoot Tribe at the expense of the county.

38           K. The memorandum of agreement for each city and the Muckleshoot Tribe will  
39 include the facility improvements needed to accommodate the unincorporated officers

40 and the credit each city will receive toward its annual contract payment for providing the  
41 space for unincorporated officers.

42 L. The locations where facility improvements will be made include the cities of  
43 Covington, Kenmore, Maple Valley, Newcastle and Woodinville, as well as the  
44 Muckleshoot tribal lands.

45 M. A template of the memorandum of agreement has been sent to each city and  
46 the Muckleshoot Tribe for review. The memorandum of agreement template is  
47 Attachment A to this ordinance.

48 N. Following county council approval, final memorandums of agreement will be  
49 sent to the cities and the Muckleshoot Tribe for execution.

50 SECTION 2. The King County executive or the executive's designee is hereby  
51 authorized to execute a memorandum of agreement with the cities of Covington,  
52 Kenmore, Maple Valley, Newcastle and Woodinville, and the Muckleshoot Tribe,

53 substantially in the form of Attachment A to this ordinance, for occupancy and facilities  
54 improvements to accommodate unincorporated area officers in city police departments.  
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KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Larry Gossett, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** A. Memorandum of Agreement between the King County Sheriff's Office and the CITY or TRIBE Relating to Facility Charges and Credits



**Memorandum of Agreement between the  
King County Sheriff's Office  
and the  
<<CITY or Tribe>>  
Relating to Facility Charges and Credits**

This is a Memorandum of Agreement ("MOA") between King County (the "County") and the <<CITY or Tribe>> (the "City" or "Tribe")(collectively, the "Parties") relating to the housing of unincorporated King County Sheriff's Office ("KCSO") personnel in city facilities, certain improvement costs associated therewith, and the resulting cost charges or credits applied to City Cost Exhibits, as defined in the Interlocal Agreement between King County and the <<CITY or Tribe>> Relating to Law Enforcement Services (the "ILA"), beginning in the 2011 Exhibit cycle.

**WHEREAS**, this effort is part of an organizational restructuring of KCSO in which existing Kenmore and Maple Valley precinct locations will be consolidated into a new "East Precinct Command Center" located in Sammamish City Hall.

**WHEREAS**, several partner cities have additionally been designated as KCSO substations from which KCSO personnel will continue to serve the residents of unincorporated areas.

**WHEREAS**, this organizational restructuring will provide a public benefit to the <<CITY or Tribe>> and residents of unincorporated King County.

**WHEREAS**, KCSO and the <<CITY or Tribe>> have a formal partnership agreement for law enforcement services under the ILA.

**WHEREAS**, the ILA allows that the Parties may choose to negotiate the use of a City facility (hereafter the "Facility") by KCSO personnel providing services to unincorporated King County (ILA Sections 6.4, 6.5).

**WHEREAS**, this MOA memorializes the shared arrangement under which the <<CITY or Tribe>> and KCSO will house personnel serving unincorporated areas in City facilities and determine the resulting cost charge or credit to the City.

**THEREFORE**, in furtherance of the aforementioned consideration, the Parties agree as follows:

1. **TERM:** Either the City or the County may terminate this MOU upon providing the other with twelve (12) months advance written notice.
2. **USE OF FACILITY:** The County shall use the facility as [insert specific use at this location]. The City agrees to provide the County with access to the Facility during [hours]. The City shall be responsible for maintenance and repair of the Facility, which costs shall be included in the cost calculations provided for in Section 3 below.
3. **CREDIT FOR COUNTY USE OF CITY FACILITY:** The Parties agree on a methodology for determining the number of KCSO personnel designated to share the Facility which is described as set forth in Exhibit B, attached hereto and incorporated herein, the appropriate square footage allotments, the cost per square foot charges, and resulting credit shall be calculated as provided in Exhibit A, attached hereto and incorporated herein.
4. **IMPROVEMENTS TO CITY FACILITIES:** The County, at its sole cost and expense, will provide necessary furnishings, and equipment as needed for unincorporated KCSO staff assigned to the Facility. The County will further pay to the City the fixed sum of \$ [ ] as a cost reimbursement for certain improvements made by the City [or caused to be made to the Facility by the City (if in leased space)] to the Facility, which improvements are provided in Exhibit C attached hereto and incorporated herein.
5. **COMPLIANCE WITH APPLICABLE LAWS:** [This section is applicable to City-owned space only] The City shall comply with all applicable laws, ordinances and regulations in using funds provided by the County for the improvements to the Facility provided in Exhibit C, including, to the extent applicable, those related to "public works," payment of prevailing wages and competitive bidding of contracts. The City agrees to indemnify, defend and hold harmless the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to the construction of improvements to the Facility.
6. **COST EXHIBIT B CHARGE/CREDIT:** The charge or credit to the City after calculations have been made as provided in Exhibit A will be reflected on Exhibit B, to the ILA and will be revised as on an annual basis as needed.

7. FINAL CALCULATIONS & APPROVAL PROCESS: The final charge or credit to the City calculated herein is contingent on the final number of personnel shared between the Parties.
8. INDEMNIFICATION: The County and the City mutually agree that in any and all causes of action and/or claims, arising under the terms, activities, use and /or operations of this MOA, each party shall be responsible to the other only to the extent of its comparative fault in causing the alleged damages or injuries. Each party agrees to defend, indemnify and release the other party from any and all costs, causes of action and/or claims arising from the sole negligence of the indemnifying party. The Parties specifically and expressly intend to waive each party's immunity under industrial insurance, Title 51 RCW, with respect to the other party only and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnifying party's employees. This waiver has been mutually negotiated.

IN WITNESS WHEREOF, the Parties have executed this MOA.

KING COUNTY

CITY OF \_\_\_\_\_

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Steve Salyer

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City Manager

Manager, Real Estate Services  
Facilities Management Division

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### ILA Language

*City Police Facility. A City that selects either a city or shared supervision model department may purchase or lease its own facility and provide for the operation and maintenance of said facility. The facility must meet or exceed all applicable city, state and federal codes and requirements. The facility must also adequately meet the space and security needs of permanently assigned KCSO personnel. The City will be responsible for all charges associated with the planning, design, construction, and/or renovation of the facility and property.*

*If the City provides a full-function police precinct as defined in Exhibit F, "Glossary of Terms" (Exhibit F) for all precinct personnel serving the city, the County will delete all applicable support, facilities, operation, and maintenance costs for city-assigned personnel. If the City provides city police facilities that otherwise meet the full definition of a police precinct but house fewer than all precinct personnel serving the city, the County agrees to negotiate on a case-by-case basis an equitable reduction of charges to the City. This reduction of charges to the City shall equal the contract charges for facilities, support, operations and maintenance for the personnel housed in the city facility. In all cases, plans and cost adjustment for city police precincts, support and operations must be negotiated and agreed upon in writing in advance, and payment for police services must remain current within 30 days of billing by the County.*

*Use of City Facility by County. There may be situations when the County needs to lease space for personnel serving unincorporated King County from the City. When this situation occurs, the County and the City may choose to negotiate for the use of a city facility on a case-by-case basis.*

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May 11, 2011

The Honorable Larry Gossett  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Gossett:

I am pleased to transmit the enclosed legislative package creating a new East Precinct Command Center for the King County Sheriff's Office (Sheriff's Office). This proposal represents the culmination of a collaborative and creative effort between the Sheriff's Office, the Executive Branch, contract city and Muckleshoot Tribe partners with the goal of providing continued public safety services to the citizens of King County in the face of dwindling public funds.

The enclosed four pieces of legislation will allow the Sheriff's Office to bring its facilities into alignment with the business reorganization the Council adopted last year. The new business model involves consolidating what were formerly Precincts 2 and 3 into one East Precinct and creating an East Precinct Command Center (EPCC) located in leased space on the second floor of the Sammamish City Hall. Through the consolidation into the EPCC, the precinct buildings in Kenmore (Precinct 2) and Maple Valley (Precinct 3) will be surplus to the Sheriff's Office's needs.

The consolidation of Sheriff's Office facilities and the creation of the EPCC align with the King County Strategic Plan Law and Safety goal by supporting the operations of the Sheriff's Office. The project also supports the Service Excellence goal by strengthening objective 2 (improve the effectiveness and efficiency of County programs, services, and systems), and objective 4 (increase access to King County services, personnel, and information), by decentralizing police officers and making them more visible and accessible to the public. Finally, the project supports the goal of Financial Stewardship, particularly objective 2 (plan for the long-term sustainability of County services).

The proposal to create an EPCC for the Sheriff's Office includes five key elements:

1. Bringing the Sheriff's Office facilities into alignment with the new operational model adopted by the County Council in Ordinance 16977;
2. Downsizing the Sheriff's Office's footprint from 24,500 square feet in Precincts 2 and 3 to 5,200 square feet at Sammamish City Hall;
3. Formalizing the arrangements with the contract cities to allow for "hot-desking" where unincorporated area officers can drop in and use city facilities to perform routine police functions;
4. Locating the EPCC centrally and close to the unincorporated areas the County serves; and
5. Building on the existing partnership with the City of Sammamish and leveraging existing amenities in the Sammamish City Hall to locate the EPCC in leased space.

A 20-year financial analysis shows the project has an estimated net financial benefit of \$8.6 million to the County. The lease and operating costs at the EPCC are less on an annual basis than the operating and maintenance costs at the two existing facilities. Further, the major maintenance needed for precinct 2 and 3 facilities is significant and will largely be avoided when the buildings are sold. Finally, the costs of the tenant improvements for the EPCC and some improvements in contract city space will be more than recouped by the sale of the two properties.

For your consideration, in support of the Sheriff's proposed lease, are the following pieces of legislation:

- **Lease Ordinance:** The term of the lease is 10 years with two 10-year extension options, subject to City of Sammamish approval. The lease rate starts at \$20.00 per square foot (\$104,000 per year) and escalates at the rate of change of the Consumer Price Index (CPI) annually. The Prosecuting Attorney's Office has reviewed and approved the lease.
- **Supplemental Ordinance:** The one-time project costs at Sammamish City Hall and the contract cities that will provide space for unincorporated officers total an estimated \$850,000. This amount is requested for the Sheriff's Office 2011 operating budget.
- **Surplussing Motion:** A motion expressing the King County Council's support for surplussing the Kenmore and Maple Valley precinct facilities with the intention of selling them to provide funding for the costs referenced above.
- **Memorandum of Agreement (MOA) Ordinance:** To allow for improvements in city facilities, the Sheriff's Office, in consultation with the Prosecuting Attorney's Office, has prepared an MOA template that outlines the facility upgrades needed to accommodate unincorporated officers' use of the space and the annual credit each city

will receive for allowing access to its space. Following Council approval of the EPCC package, the Sheriff's Office will send final MOAs for signature to the cities.

The attached report provides the details related to the EPCC proposal, including a discussion of how the proposed facilities' changes align with the operational reorganization, which the County Council adopted in November 2010.

The Sammamish City Council on March 1, 2011 authorized the City Manager to sign a lease agreement with King County. The City of Sammamish is in the process of completing its construction plans and bid documents and would like to proceed with construction as soon as possible. As a result, I request that that the Council expedite review of the lease.

I join the Sheriff in asking for your approval of these pieces of legislation so that she may move ahead with creating a new EPCC to better serve the residents in the East Precinct.

If you have questions, please contact Sheriff Sue Rahr, at 206-296-4155, or Kathy Brown, Director, Facilities Management Division, at 206-296-0631.

Thank you in advance for your expedited consideration of this legislation.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc King County Councilmembers  
    ATTN: Acting Chief of Staff  
        Anne Noris, Clerk of the Council  
The Honorable Sue Rahr, King County Sheriff  
Scott Sotebeer, Chief of Staff, King County Sheriff's Office  
Dwight Dively, Director, Office of Performance, Strategy and Budget (PSB)  
Krista Camenzind, Budget Supervisor, PSB  
Caroline Whalen, County Administrative Officer, Department of Executive  
    Services (DES)  
Kathy Brown, Director, Facilities Management Division, DES  
Fred Jarrett, Deputy County Executive, King County Executive Office (KCEO)  
Rhonda Berry, Assistant Deputy County Executive, KCEO  
Sung Yang, Director of Government Relations, KCEO  
Frank Abe, Director of Communications, KCEO  
Carrie Cihak, Director of Policy and Strategic Initiatives, KCEO

The Honorable Larry Gossett  
May 11, 2011  
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Gail Stone, Law and Justice Policy Advisor, KCEO



**FISCAL NOTE**

Ordinance/Motion No. XXX  
 Title: East Precinct Command Center Memorandum of Agreement with cities  
 Affected Agency and/or Agencies: King County Sheriff's Office and Facilities Management Department  
 Note Prepared By: Krsita Camenzind  
 Note Reviewed By:

Impact of the above legislation on the fiscal affairs of King County is estimated to be:

**Revenue to:**

Fund/Agency	Fund Code	Revenue Source	Current Year <u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Interfund Loan (acct 55121) <sup>1</sup>	0010		\$229,313			
General Fund <sup>2</sup>	0010			(\$42,768)	(\$44,051)	(\$45,373)
<b>TOTAL</b>			<b>\$229,313</b>	<b>(\$42,768)</b>	<b>(\$44,051)</b>	<b>(\$45,373)</b>

**Expenditures from:**

Fund/Agency	Fund Code	Department	Current Year <u>2011</u>	Current Year <u>2012</u>	Current Year <u>2013</u>	Current Year <u>2014</u>
General Fund <sup>3</sup>	0010	0200	\$229,313			
<b>TOTAL</b>			<b>\$229,313</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Expenditures by Categories**

	Fund Code	Department	Current Year <u>2011</u>	Current Year <u>2012</u>	Current Year <u>2013</u>	Current Year <u>2014</u>
Capital Project Costs <sup>3</sup>	0010	0200	\$229,313			
Debt Service	0010	0200		\$50,042	\$50,042	\$50,042
<b>TOTAL</b>			<b>\$229,313</b>	<b>\$50,042</b>	<b>\$50,042</b>	<b>\$50,042</b>

**Footnotes:**

<sup>1</sup> Interfund loan amount covers project costs at city police departments where unincorporated deputies will use space. Amount includes voice and data connections.

<sup>2</sup> Credit to cities for providing space to unincorporated officers. The credit will appear in the annual Exhibit Bs for the cities. Inflation assumed at 3%.

<sup>3</sup> One-time project costs

The appropriation will be in Budget Transparency Ordinance Section 1954 -- Unincorporated Field Operations

**FISCAL NOTE**

Ordinance/Motion No. XXX  
 Title: East Precinct Command Center Sammamish City Hall Lease  
 Affected Agency and/or Agencies: King County Sheriff's Office and Facilities Management Department  
 Note Prepared By: Krsita Camenzind  
 Note Reviewed By:

Impact of the above legislation on the fiscal affairs of King County is estimated to be:

**Revenue to:**

Fund/Agency	Fund Code	Revenue Source	Current Year 2011	2012	2013	2014
Interfund Loan			\$619,496			
General Fund <sup>1</sup>	0010			\$27,393	\$28,215	\$29,061
<b>TOTAL</b>				<b>\$27,393</b>	<b>\$28,215</b>	<b>\$29,061</b>

**Expenditures from:**

Fund/Agency	Fund Code	Department	Current Year 2011	2012	2013	2014
General Fund	0010	0200	\$619,496	\$278,270	\$282,560	\$286,978
<b>TOTAL</b>			<b>\$619,496</b>	<b>\$278,270</b>	<b>\$282,560</b>	<b>\$286,978</b>

**Expenditures by Categories**

	Fund Code	Department	Current Year 2011	2012	2013	2014
Capital Project Costs <sup>2</sup>	0010	0200	\$619,496			
Annual Lease <sup>3</sup>	0010	0200		\$104,000	\$107,120	\$110,334
Annual operating costs <sup>4</sup>	0010	0200		\$39,000	\$40,170	\$41,375
Debt Service <sup>5</sup>	0010	0200		\$135,270	\$135,270	\$135,270
<b>TOTAL</b>			<b>\$619,496</b>	<b>\$278,270</b>	<b>\$282,560</b>	<b>\$286,978</b>

**Footnotes:**

<sup>1</sup> A portion of the lease cost will be recovered through the KCSO police services contract based on workload in the East Precinct.

<sup>2</sup> One-time project costs for improvements in Sammamish City Hall.

<sup>3</sup> Annual lease is calculated at \$20 per square foot for 5,200 square feet, escalating 3% per year.

<sup>4</sup> Annual operating costs are assumed to equal \$7.50 per square foot for 5,200 square feet. Based on costs for the rest of Sammamish City Hall.

The appropriation will be in Budget Transparency Ordinance Section 1954 -- Unincorporated Field Operations

**FISCAL NOTE**

Ordinance/Motion No. XXX  
 Title: East Precinct Command Center Supplemental Request  
 Affected Agency and/or Agencies: King County Sheriff's Office and Facilities Management Department  
 Note Prepared By: Jennifer Albright  
 Note Reviewed By: Krista Camenzind

Impact of the above legislation on the fiscal affairs of King County is estimated to be:

**Revenue to:**

Fund/Agency	Fund Code	Revenue Source	Current Year 2011	2012	2013	2014
Interfund Loan (acct 55121) <sup>1</sup>	0010		\$848,809			
<b>TOTAL</b>			<b>\$848,809</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Expenditures from:**

Fund/Agency	Fund Code	Department	Current Year 2011	Current Year 2012	Current Year 2013	Current Year 2014
General Fund	0010	0200	\$848,809	\$ 524,948	\$535,136	\$447,423
<b>TOTAL</b>			<b>\$848,809</b>	<b>\$524,948</b>	<b>\$535,136</b>	<b>\$447,423</b>

**Expenditures by Categories**

	Fund Code	Department	Current Year 2011	Current Year 2012	Current Year 2013	Current Year 2014
Capital Project Costs <sup>1</sup>	0010	0200	\$848,809			
Annual Lease <sup>2</sup>	0010	0200		\$143,000	\$147,290	\$151,709
Debt Service <sup>3</sup>	0010	0200		\$185,341	\$185,341	\$185,341
Precinct Holding Costs <sup>4</sup>	0010	0200		\$196,607	\$202,505	\$110,373
<b>TOTAL</b>			<b>\$848,809</b>	<b>\$524,948</b>	<b>\$535,136</b>	<b>\$447,423</b>

**Footnotes:**

<sup>1</sup> Interfund loan amount covers project costs at Sammamish City Hall and facility upgrades at contract city police stations, including Voice and Data connections.

<sup>2</sup> Annual lease for the East Precinct Command Center is \$20.00 per square foot for 5,200 square feet, inflating at CPI each year. Fiscal note assumes 3% inflation each year.

<sup>3</sup> Debt Service on \$848,809 will be paid over five years at an assumed interest rate of 3%.

<sup>4</sup> Precinct Holding costs are the basic costs of providing electricity, graffiti abatement, and minimal necessary maintenance on the Maple Valley and Kenmore buildings to prepare them for sale. Costs are assumed to be \$5.93 per square foot and an additional \$50,000 in major maintenance costs. Fiscal note analysis assumes 3% inflation.

The appropriation will be in Budget Transparency Ordinance Section 1954 -- Unincorporated Field Operations

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8/31/11

jr/bar

Sponsor: \_\_\_\_\_

Proposed No.: 2011-0232

1 **AMENDMENT TO PROPOSED ORDINANCE 2011-0232, VERSION 1**

2 On page 2, line 38, after "K. The" strike "memorandum of"

3 On page 3, beginning on line 43, after "Maple Valley" strike ", Newcastle and  
4 Woodinville, as well as the Muckleshoot tribal lands." and insert:

5 "and Newcastle and Muckleshoot tribal lands, as well as in the vicinity of the city of  
6 Woodinville."

7 On page 3, beginning on line 45, strike lines 45 through 49. Renumber the remaining  
8 subsections consecutively and correct any internal references accordingly.

9 On page 3, line 51, after "authorized to execute" strike "a memorandum of agreement  
10 with the cities of Covington, Kenmore, Maple Valley, Newcastle and Woodinville, and  
11 the Muckleshoot Tribe, substantially in the form of Attachment A " and insert:

12 "agreements with the cities of Covington, Kenmore, Maple Valley and Newcastle, and  
13 the Muckleshoot Tribe, substantially in form of Attachments A, B, C, D and E"

14 Delete Attachment A, Memorandum of Agreement between the King County Sheriff's  
15 Office and the CITY or TRIBE Relating to Facility Charges and Credits, and insert  
16 Attachment A, Sublease Agreement between King County and the City of Covington.

17 Insert Attachment B, Memorandum of Agreement between King County Sheriff's Office  
18 and the City of Kenmore Relating to Facility Charges and Credits.

19 Insert Attachment C: Sublease Agreement between King County and the City of Maple  
20 Valley.

21 Insert Attachment D: Memorandum of Agreement between King County Sheriff's Office  
22 and the City of Newcastle Relating to Facility Charges and Credits.

23 Insert Attachment E: Memorandum of Agreement between King County Sheriff's Office  
24 and the Muckleshoot Tribe Relating to Facility Charges and Credits.

25

26 **EFFECT: Deletes a single, form-type agreement and inserts individual agreements**  
27 **with Covington, Kenmore, Maple Valley, Newcastle and the Muckleshoot Tribe**  
28 **relating to the reorganization of the East Precinct of the King County Sheriff's**  
29 **Office. An agreement with Woodinville may be transmitted in the future (under**  
30 **separate legislation) as appropriate.**

## **SUBLEASE AGREEMENT**

**THIS SUBLEASE** is made and entered into between the City of Covington, a municipal corporation in the state of Washington ("Sublessor") and the King County, a political subdivision of the State of Washington ("Tenant") (collectively, the "Parties"). This Sublease is subject to the terms, covenants, and conditions set forth herein. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublessor and Tenant agree upon the following terms and conditions:

### **1. RELATIONSHIP OF THE PARTIES**

It is acknowledged that Sublessor is a lessee of Covington Retail Associates LLC, a Washington limited liability company ("Lessor"), pursuant to their lease agreement dated March 11, 2002. Although no privity of contract exists between Tenant and Lessor, Tenant acknowledges that, where appropriate, Sublessor will look to and require Lessor to provide services, as appropriate under this Sublease. Sublessor assumes no liability for any willful misconduct, gross negligence, or negligence of Lessor, and Sublessor covenants only to deliver such services as are provided in this Sublease. Tenant's sole remedy for Sublessor's failure to deliver such services is rescission. Tenant further agrees to observe and follow all rules and regulations promulgated by Lessor.

### **2. PREMISES**

2.1 Premises. Sublessor hereby subleases to Tenant and Tenant subleases from Sublessor, the real property described on **Exhibit A** attached hereto (the "Premises"). The Premises is located in 16720 SE 271<sup>st</sup> Street, Suite 100 in the City of Covington, King County, Washington, commonly known as Covington City Hall. The Premises do not include and Sublessor reserves the exterior walls and roof of the Premises; the land beneath the Premises; and the pipes, ducts, conduits, wires, fixtures, and equipment leading through the Premises in areas which will not materially interfere with Tenant's use thereof, such as the areas above suspended ceilings and within the structural elements of the Premises (the "Building"). Sublessor reserves the right to install, maintain, use, repair, and replace the Building and its structural elements.

2.2 Common Areas. This Sublease includes the non-exclusive right for Tennant to use common areas. The term "Common Areas" means all areas and facilities that are provided and designated from time to time by Sublessor for the general non-exclusive use and convenience of Tenant with other tenants and are not subleased or held for the exclusive use of a particular tenant. Common Areas may, but do not necessary include, hallways, entryways, stairs, elevators, driveways, walkways, restrooms, trash facilities, parking areas, roadways, pedestrian sidewalks, landscaped areas, security areas and lobby areas. Without advance notice to Tenant, Sublessor may change the size, use, or nature of any Common Areas, erect improvements on the Common Areas, or convert any portion of the Common Areas to the exclusive use of Sublessor or selected tenants, so long as Tenant is not thereby deprived of the substantial benefit of the

Premises. Use of Common Areas must be in conformity with each and every rule promulgated and/or amended from time to time.

### **3. TERM**

3.1 Initial Term. The initial Term of this Sublease shall commence on the Commencement Date, currently estimated to be approximately November 18, 2011, or on such earlier or later date as may be specified by written notice by Sublessor to Tenant advising Tenant the Premises are ready for possession and specifying the Commencement Date, and shall continue thereafter for a period of six (6) Sublease Years, unless sooner terminated or extended as hereinafter provided. If Tenant occupies the Premises before the Commencement Date specified in this Section 3, then the Commencement Date shall be the date of occupancy. Neither Sublessor nor any agent or employee of Sublessor shall be liable for any damage or loss due to Sublessor's inability or failure to deliver possession of the Premises to Tenant as provided in this Sublease. The first "Sublease Year" shall commence on the Commencement Date and shall end on the date that is twelve (12) months from the end of the month in which the Commencement Date occurs. Each successive Sublease Year during the initial Term and any extension terms shall be twelve (12) months, commencing on the first day following the end of the preceding Sublease Year.

3.2 Option Period. Sublessor grants to Tenant options to extend the Term of this Sublease for two (2) additional periods of five (5) years each (each an "Extended Term"). Each Extended Term shall commence on the day following expiration of the prior Term or Extended Term. Except as otherwise expressly provided herein, all the provisions of this Sublease shall remain in effect during the Extended Term(s), except that the Total Rent shall be as set forth in Section 4. Tenant's exercise of an extension option shall be by written notice given to Sublessor not later than six (6) months, and no earlier than one calendar year, prior to expiration of the Term or Extended Term then in effect. This Option may not be exercised if Tenant is in default under any terms of this Sublease.

3.3 Termination. This Sublease may be terminated without cause by the Parties on 180 days' written notice to the other, should any of the following occur: (1) If Sublessor's lease with Lessor expires or is terminated for any reason; (2) if Sublessor should sublease the entire Premises under their lease agreement with Lessor; or (3) if the King County Council fails to approve this Sublease, or if the ILA is subsequently terminated, in which case Tenant's liability to Sublessor for the Tenant Improvements contemplated herein shall be limited to the actual costs accrued by Sublessor on Tenant's behalf and all other obligations resulting from termination of this Sublease shall terminate no later than at the end of the calendar year in which such termination occurs. In the event the Sublease is terminated as described above, Tenant shall make no claim against Sublessor for damages arising from such termination.



#### **4. RENT**

4.1 Amount. Tenant agrees to pay to Sublessor as annual rent the amounts set forth in **Exhibit B**, attached hereto and incorporated herein by reference (the "Total Rent"). The Total Rent is inclusive of the base rent and all operating and property expenses, including all utility charges except for those separately metered and paid for by Tenant. Also shown in Exhibit B is the ongoing Estimated Savings (previously a charge) to be seen by Covington as a result of the Sheriff's Office move away from the old precinct organization to the new Sammamish Precinct Command. The Total Savings is a combination of the Total Rent paid for use of the City space, plus the Estimated Savings seen by the removal of the older precinct charge.

4.2 Payment. Payment of the Total Rent shall be made by Tenant to Sublessor in the form of a credit to Sublessor's payments owed to Tenant under the Interlocal Agreement Relating to Law Enforcement Services entered into by the Parties on January 1, 2000 ("ILA"). The Total Rent credit to Sublessor shall be applied in twelve (12) equal monthly installments. In the absence of a monthly payment by Sublessor to Tenant under the ILA to apply the Total Rent credit, the Total Rent credit for that month shall roll-over and be applied as a cumulative credit to the next regular payment by Sublessor to Tenant under the ILA. There shall be no limit to the Total Rent credit amount allowed to cumulate and roll-over to the next regular payment by Sublessor to Tenant under the ILA. Should the ILA expire or be terminated before the end of the Term or Extended Term(s) of this Sublease, the Total Rent shall be payable to Sublessor in twelve (12) equal monthly installments in advance on the first day of each month during the Term or Extended Term(s) of this Sublease. The Total Rent for any fractional month shall be prorated at one-thirtieth (1/30<sup>th</sup>) of the specified monthly amount for each day of such fractional month.

4.3 Total Rent During Extended Terms. As of the first day of each Extended Term (if any), the Total Rent shall be adjusted to the fair market rental value of the Premises in their then condition for the uses described herein. In no event shall the Total Rent of an Extended Term be less than 102.5% of the Total Rent of the prior Sublease Year.

#### **5. POSSESSION**

5.1 Delivery of Possession. Sublessor shall deliver possession of the Premises to Tenant on the Commencement Date, with all Tenant Improvements (pursuant to Section 5.2) substantially complete. If Sublessor, for any reason whatsoever, cannot deliver possession of the Premises to Tenant on the Commencement Date, this Sublease shall not be void or voidable, nor shall the Term of this Sublease be extended, but in that event, all Total Rent shall be abated proportionately during the period from the Commencement Date to the date of actual delivery of possession. If Tenant occupies or takes possession of the Premises prior to the Commencement Date, such occupancy or possession shall be on the same terms and conditions of the Sublease and Total Rent shall commence, but the Expiration Date shall not be affected.

5.2 Tenant Improvement Work. Attached **Exhibit C** sets forth all tenant improvements on the Premises to be completed by Sublessor at the sole expense of Tenant based on 100% cost recovery ("Tenant Improvements"). Tenant and Sublessor shall mutually agree on the selection of the Tenant Improvement contractor. Sublessor shall confirm cost estimates with Tenant prior to commissioning the construction work. Selection of the contractor and all Tenant Improvement construction work shall be subject to all city and state policies, statutes, and regulations for public work projects. Responsibilities for design, payment, and performance of all such work shall be as set forth on attached **Exhibit C**.

5.3 Tenant Obligation. Except as specified elsewhere in this Sublease, Sublessor makes no representations or warranties to Tenant regarding the Premises, including the structural condition of the Premises and the condition of all mechanical, electrical, and other systems on the Premises or the suitability of the Premises for Tenant's intended use. Except for the Tenant Improvements described in Section 5.2, Tenant shall be responsible for any work necessary to bring the Premises into a condition satisfactory to Tenant, either through Tenant's own performance of said work or by requesting Sublessor's performance of the additional work at the sole expense of Tenant based on 100% cost recovery. By signing this Sublease, Tenant acknowledges that it has had an adequate opportunity to investigate the Premises and accepts the Premises in its present condition, AS IS WITH ALL FAULTS, and acknowledges responsibility for making any corrections, alterations and repairs to the Premises (other than the work outlined in Section 5.2), either through Tenant's own performance or by requesting such additional work to be completed by Sublessor at the sole expense of Tenant based on 100% cost recovery, and acknowledges that the time needed to complete any such items shall not delay the Commencement Date. To the extent that any of the above is not completed in time for the Tenant to occupy or take possession of the Premises on the Commencement Date due to the failure of Tenant to fulfill any of its obligations under this Sublease, the Sublease shall nevertheless commence on the Commencement Date.

5.4 Defects in Tenant Improvements. If Tenant fails to notify Sublessor of such defects in the Tenant Improvements within ten (10) days of delivery of possession to Tenant, Tenant shall be deemed to have accepted the Premises in their then condition. If Tenant discovers any major defects in the Tenant Improvements during this ten-day period that would prevent Tenant from using the Premises for its intended purposes, Tenant shall so notify Sublessor in writing and the Commencement Date shall be delayed until after Sublessor has corrected the major defects and Tenant has had five (5) days to inspect and approve the Premises after Sublessor's correction of such defects. The Commencement Date shall not be delayed if Tenant's inspection reveals minor defects in the Tenant Improvements that will not prevent Tenant from using the Premises for their intended use. Tenant shall prepare a punch list of all minor defects and provide the punch list to Sublessor within the ten-day period. If Tenant timely provides the punch list, then Sublessor shall promptly correct all punch list items at the sole expense of Tenant based on 100% cost recovery.

5.5 Communications & Internet Access. In addition to the Tenant Improvements, Sublessor shall make available telecommunications and Internet access to the Premises. Tenant

may install, maintain, replace, remove, and use communications or computer wires, cables, and related devices at or serving the Premises only with Sublessor's prior written consent. Tenant shall locate all electronic telecommunications equipment within the Premises and shall coordinate the location of all telecommunications and Internet wires, cables, and related devices with Sublessor. Sublessor reserves the right to require that Tenant remove any telecommunications or Internet wires, cables, and related devices in or serving the Premises which are installed in violation of these provisions or which are at any time in violation of any laws or present a dangerous condition within five (5) days after written notice. Sublessor shall have no liability for damages arising from, and Sublessor does not warrant that the Tenant's use of any telecommunications or Internet lines, cables, or other devices will be free from the following (collectively called "Line Problems"): any shortages, failures, variations, interruptions, disconnections, loss, or damage caused by the installation, maintenance or replacement, use, or removal of telecommunications or Internet cables, lines, or devices by or for other tenants or occupants in the building, by any failure of the environmental conditions or the power supply for the building to conform to any requirement of the telecommunications or Internet lines, cables, or devices and/or any associated equipment, or any other problems associated with any such equipment by any other cause; any failure of such cables, lines, and other devices to satisfy Tenant's requirements; or any eavesdropping or wiretapping by unauthorized parties. Sublessor in no event shall be liable for damages by reason of loss of profits, business interruption, or other consequential damages arising from any Line Problems.

## **6. USE OF PREMISES**

6.1 Tenant's Use. Tenant will use the Premises for housing unincorporated King County Sheriff's Office personnel, and for no other purpose without written consent of Sublessor. The Premises shall not be used in any way which constitutes a violation of any law, ordinance, regulation or order, or which constitutes a nuisance, hazard, or risk of contamination (whether or not unlawful when this Sublease was executed). Tenant shall not do or permit anything to be done in the Premises or on the property that will obstruct or interfere with the rights of other tenants or occupants of the property or their customers, clients, and visitors, or to injure or annoy such persons. Tenant shall not service, maintain, or wash vehicles anywhere on the Premises.

6.2 Licenses and Permits. Tenant shall cooperate with Sublessor to cause Sublessor to obtain and pay for all necessary licenses and/or permits, subject to full cost recovery from Tenant. Tenant shall take all action necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use of the Premises, including applicable federal, state, and local environmental laws, rules, regulations and ordinances; the Americans with Disabilities Act; and federal and state occupational safety and health laws.

## **7. SURRENDER OF PREMISES**

The Premises have been inspected, or if construction or alteration thereof is contemplated then the Premises will be inspected when Tenant assumes possession. The Premises are, or will be

upon taking possession, accepted "as is" except only for (a) any exceptions noted in writing by Tenant and consented to in writing by Sublessor and (b) any Tenant Improvements. Tenant agrees that upon termination of this Sublease, Tenant will quit and surrender the Premises in a neat and clean condition and in the same condition as at the Commencement Date, and will deliver up all keys belonging to said Premises to the Sublessor or Sublessor's agents. At the termination of this Sublease Tenant, either through Tenant's own performance or by requesting Sublessor's performance at the sole expense of Tenant based on 100% cost recovery, shall remove all Tenant's trade fixtures and repair all damage caused by the removal including the cost of abiding by building code provisions then in effect and, if appropriate, painting and repairing areas adjacent to or effected by the removal.

## **8. DAMAGE OR DESTRUCTION**

8.1 Damage and Repair. Except in cases where the Premises or that portion of the property necessary for Tenant's occupancy becomes damaged from insured loss, or where such damage was the result of Sublessor's negligence, it shall be the duty of the Tenant to repair damage to the Premises, either by Tenant's own performance or by requesting Sublessor's performance of the work at the sole expense of Tenant based on 100% cost recovery, from any cause, including but not limited to water damage.

8.1.1 If the Premises or that portion of the property necessary for Tenant's occupancy is damaged by fire or other insured casualty to an extent which makes a significant portion or all of the Premises untenable, then Tenant shall give notice of such event to Sublessor. The Sublessor shall, within sixty (60) days after receipt of such notice, advise Tenant whether Sublessor elects to repair or replace the Premises or elects to terminate this Sublease. If the Sublessor fails to give notice of Sublessor's intention within such time period, Tenant shall give Sublessor notice that the election by the Sublessor is required and if Sublessor does not advise Tenant within five (5) days of Sublessor's election to repair or replace, this Sublease shall terminate. If the Sublessor elects to repair or rebuild, the Sublessor will proceed to do so with reasonable diligence commencing upon settlement of any insurance claim or, if there is no such claim, as soon as practicable.

8.1.2 If this Sublease is not terminated then the Total Rent shall be abated to the extent the Premises or that portion of the property necessary for Tenant's occupancy are untenable until substantial completion of the repair or reconstruction. The term of this Sublease shall not be extended by virtue of the Premises being untenable for any period of time.

## **9. ALTERATIONS**

9.1 Tenant Alterations. Tenant shall not make any alterations, additions, or improvement in the Premises, other than the Tenant Improvements outlined in Section 5.2, without the prior written consent of Sublessor. Sublessor shall have sole and absolute discretion whether to give its consent. All alterations, additions and improvements shall be at the sole cost

and expense of Tenant, shall become the property of the Sublessor, and shall remain in and be surrendered with the Premises upon termination, without disturbance, molestation or injury. If, with Sublessor's consent, the Tenant performs any work, Tenant agrees to comply with all laws, ordinances, rules and regulations. Tenant further agrees to hold Sublessor free and harmless from damage, loss, or expense arising out of said work. If Tenant requests Sublessor to perform any approved work, such work shall be completed at Tenant's sole expense based upon 100% cost recovery.

9.2 Sublessor Alteration. Tenant agrees that Sublessor has the right to make alterations to the Premises, and to the property at which the Premises are situated. Sublessor shall not be liable for any damage which Tenant might suffer by reason of such undertaking.

9.3 Substitute Premises. Sublessor may upon sixty (60) days' prior notice to Tenant, substitute for the Premises other premises in the Building (the "New Premises"), provided, that the New Premises shall be of the same square footage and be reasonably usable for Tenant's business hereunder, which use may necessitate the replication of the Tenant Improvements at Sublessor's sole cost and expense, should such improvements be necessary for the New Premises to function for Tenant's intended use in the same manner as the Premises in all material respects. Tenant agrees to cooperate with Sublessor in all ways to facilitate the expeditious scheduling, staging, and completing of such substitution. Sublessor shall be responsible for all costs and expenses related to the facilitation and completion of such substitution, including, but not limited to, moving costs and any necessary improvements to the New Premises. Sublessor shall not be liable to Tenant for any damages or loss of business, income, or profits by reason of such substitution. If Tenant fails to surrender and vacate the Premises on the date designated by Sublessor as the effective date for such substitution, then such retention of possession of the Premises shall be deemed a breach of this Sublease by Tenant.

## **10. SIGNS**

No signs or symbols may be placed at the Premises or upon the property where the Premises are located without the prior written approval of the Sublessor. Tenant covenants and agrees that on termination of the Sublease it will remove any signs placed on the Premises and repair any damage or injury to the Premises caused thereby at Tenant's sole expense. If Tenant fails to remove the signs then Sublessor may have them removed and may have any damage repaired at Tenant's sole expense based on 100% cost recovery.

## **11. PARKING**

Tenant and Tenant's employee(s) are allowed the use of non-dedicated parking stalls in common with Sublessor. Tenant may not access the parking stalls in the east parking lot of Covington City Hall located off of 168<sup>th</sup> Avenue SE. Sublessor, at Sublessor's discretion, may police the parking and may make adjustments to availability as necessary.

## **12. RIGHT OF ENTRY**

Sublessor reserves and shall at any and all reasonable times have the right to enter the Premises, inspect the same, supply janitorial service and any other service to be provided by Sublessor to Tenant, and to repair the Premises and any portion of the Building of which the Premises or any area of nonexclusive uses are a part. Should any persons performing janitorial services or any other services for Tenant by Sublessor be denied entry for any reason, Tenant shall be responsible for fulfilling said service(s) at its sole expense.

For each of the aforesaid purposes, Sublessor shall at all times have and retain a key with which to unlock all of the doors in, upon, and about the Premises, excluding Tenant's vaults, safes, evidence rooms, and files, and Sublessor shall have the right to use any and all means which Sublessor may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property. Any entry to the Premises obtained by Sublessor by any of said means or otherwise shall not under any circumstances be construed or deemed to be forceful or unlawful entry into, or detainer of the Premises, or an eviction of Tenant for the Premises or any portion thereof provided said entry relates to emergency purposes as previously noted.

## **13. HAZARDOUS MATERIAL**

13.1 Sublessor's Representation and Warranty. Sublessor represents and warrants to Tenant that to the best of Sublessor's knowledge, there is no "Hazardous Material" (as defined below) on, in, or under the Premises as of the commencement date except as otherwise disclosed to Tenant in writing before the execution of this Sublease. If there is any hazardous material on, in, or under the Premises as of the commencement date which has been or thereafter becomes unlawfully released through no fault of Tenant, the Sublessor shall indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorney's fees, consultant fees and expert fees, incurred or suffered by Tenant either during or after the Sublease term as the result of such contamination.

13.2 Tenant's Hazardous Substances. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about, or disposed of on the Premises by Tenant, its agents, employees, contractors, or invitees, except in strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend and hold Sublessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Premises, damages for the loss or restriction on use of rentable or useable space or of any amenity of the Premises, or elsewhere, damages arising from any adverse impact on marketing of space at the Premises, and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees incurred or suffered by Sublessor either during or after the Sublease term. These indemnifications by Sublessor and Tenant include, without limitation, costs incurred in

connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work, whether or not required by any federal, state, or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground water on or under the Premises. Tenant shall immediately notify Sublessor of any inquiry, investigation or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises.

13.3 Duration of Indemnity. Sublessor's and Tenant's indemnification obligations under this section shall survive the expiration or earlier termination of this Sublease.

13.4 Response Activities. Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept upon or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, results in any unlawful release of Hazardous Material on the Premises or any other property, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Premises or any other property, to the condition existing prior to the release of any Hazardous Material; provided that Sublessor's approval of such actions shall first be obtained, which approval may be withheld at Sublessor's sole discretion.

13.5 Definition of Hazardous Material. As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington, or the United States Government due to its potential harm to the health, safety, or welfare of humans or the environment.

#### **14. INDEMNIFICATION AND HOLD HARMLESS**

14.1 Indemnity. Each party shall protect, defend, indemnify, and save harmless the other party, its officers, officials, employees, volunteers, and agents, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to this Sublease caused by or resulting from each party's own negligent acts or omissions. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, officials, officers, volunteers, or agents. As to any and all causes of actions and/or claims, or third-party claim, arising under the sole fault of a party to this Sublease, said party shall have a duty to protect, defend, and hold harmless the other party.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, in respect to the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney fees shall be allowed to the prevailing party.

## 15. INSURANCE

### 15.1 Tenant's Insurance.

15.1.1. Liability Insurance. Tenant, as a charter county government under the constitution of the State of Washington, maintains a fully funded self-insurance program, as defined in King County Code 4.12, for the protection and handling of Tenant's liabilities including injuries to persons and damage to property. Sublessor acknowledges, agrees, and understands that Tenant is self-funded for all of its liability exposures. Tenant agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Sublease. Tenant agrees to provide Sublessor with at least thirty (30) days prior written notice of any material change in Tenant's self-funded program and upon request will provide Sublessor with a certificate of self-insurance as adequate proof of coverage. Sublessor further acknowledges, agrees, and understands that Tenant does not purchase commercial general liability insurance and is a self-insured governmental entity; therefore Tenant does not have the ability to add Sublessor as an additional insured. Should Tenant elect to cease self-insuring its liability exposures and purchase commercial general liability insurance, Tenant agrees to add Sublessor as an additional insured.

15.1.2 Property Insurance. Tenant shall also maintain insurance covering its furniture, fixtures, equipment, and inventory in an amount equal to the full insurable value thereof, against fire and risks covered by a standard fire insurance policy with an extended coverage endorsement and insurance covering all plate glass and other glass on the Premises.

### 15.2. Sublessor Insurance.

15.2.1 Liability Insurance. The Parties agree that Sublessor's participation in Washington Cities Insurance Authority, a governmental self-insured risk pool, fulfills Sublessor's liability insurance requirements. Tenant acknowledges, agrees, and understands that Sublessor is self-funded for all of its liability exposures. Sublessor agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Sublease. Sublessor agrees to provide Tenant with at least thirty (30) days prior written notice of any material change in Sublessor's self-funded program and upon request will provide Tenant with an evidence of coverage letter as adequate proof of coverage. Tenant further acknowledges, agrees, and understands that Sublessor does not purchase commercial general liability insurance and is with a self-insured pool; therefore. Sublessor does not have the ability to add Tenant as an additional insured. Sublessor is self-insured for worker compensation. Should Sublessor elect to cease self-insuring its liability exposures and purchase commercial general liability insurance, Sublessor agrees to add Tenant as an additional insured.

15.2.2 Property Insurance. Sublessor shall also maintain insurance covering the Premises, in an amount equal to the full insurable value thereof, against fire and risks covered by a standard fire insurance policy with an extended coverage endorsement.



15.3 Notices. Tenant shall immediately furnish Sublessor with a copy of any written notice received, or a written summary of any oral notice received, from any governmental or quasi-governmental authority, insurance company, inspection bureau or any other third party as it relates to the Premises.

## **16. WAIVER OF SUBROGATION**

Notwithstanding the provisions of Section 14 herein, Sublessor and Tenant agree that they shall not make a claim against or seek recovery from the other for any loss or damage to their property, or the property of others, resulting from fire or other hazards covered by fire insurance (to include extended perils) and each hereby releases the other from any such claim or liability regardless of the cause of such loss or damage so covered by insurance. In the event of any increased cost or impairment of ability to obtain such insurance, the party suffering such increased cost or impairment may terminate such waiver and release upon written notice to the other party hereto.

## **17. ASSIGNMENT**

17.1 Tenant Assignment. Tenant shall not let or sublet the whole or any part of the Premises nor assign this Sublease or any part thereof without the consent of the Sublessor. Sublessor may withhold such consent in its sole and absolute discretion. This Sublease shall not be assignable by operation of law.

17.2 Tenant's Continuing Obligation. If the Premises are sublet or if an assignment of this Sublease is made, the assignor (and, if applicable, all prior assignors and those persons personally guaranteeing the Sublease) shall remain personally responsible and liable directly to the Sublessor for the payment of rent and for the fulfillment of all other obligations, including during any extension of the Sublease through the exercise of any options then outstanding at the time of the assignment. If assignment results in any rental in excess of the rental payable hereunder, such excess rental shall be the property of the Sublessor and Tenant shall cause the same to be paid directly to the Sublessor.

17.3 Sublessor Assignment. Sublessor shall have the right to assign its interest in this Sublease without consent of Tenant.

## **18. LIENS**

Tenant shall keep the Premises and the property at which the Premises are situated free from any liens. Tenant shall indemnify and hold Sublessor harmless from liability from any such lien including, without limitation, liens arising from alterations and repairs.

## **19. DEFAULT**

The following occurrences shall each be deemed an Event of Default by Tenant:

19.1 Failure To Pay. Tenant fails to pay any sum, including Total Rent, due under this Sublease as provided in Section 4 herein.

19.2 Vacation/Abandonment. Tenant vacates the Premises (defined as an absence for at least thirty (30) consecutive days without prior notice to Sublessor), or Tenant abandons the Premises (defined as an absence of five (5) days or more while Tenant is in breach of some other term of this Sublease). Tenant's vacation or abandonment of Premises shall not be subject to any notice or right to cure.

19.3 Failure to Comply with Rules and Regulations. Tenant fails to comply with the Rules and Regulations, if the failure continues for a period of twenty-four (24) hours after notice if such failure is given by Sublessor to Tenant. If the failure to comply cannot reasonably be cured within twenty-four (24) hours, then Tenant shall not be in default under this Sublease if Tenant commences to cure the failure to comply with twenty-four (24) hours and thereafter diligently and in good faith prosecutes such cure to completion.

19.4 Other Non-Monetary Defaults. Tenant breaches any agreement, term, or covenant of this Sublease other than one requiring the payment of money and not otherwise enumerated in this Section, and the breach continues for a period of fifteen (15) days after notice by Sublessor to Tenant of the breach. The fifteen (15) day grace period shall not apply to Tenant's breach of its obligations to maintain insurance coverage under Section 15.

19.5 Failure to Take Possession. Tenant fails to take possession of the Premises on the Commencement Date.

## **20. REMEDIES**

Sublessor shall have the following remedies upon an Event of Default. Sublessor's rights and remedies under this Sublease shall be cumulative, and none shall exclude any other right or remedy allowed by Law.

20.1 Termination of Sublease. Sublessor may terminate Tenant's interest under the Sublease, but no act by Sublessor other than written notice from Sublessor to Tenant of termination shall terminate this Sublease. The Sublease shall terminate on the date specified in the notice of termination. Upon termination of this Sublease, Tenant shall remain liable to Sublessor for damages in an amount equal to the Total Rent and other sums that would have been owing by Tenant under this Sublease for the balance of the Sublease Term.

## **21. NON-WAIVER OF BREACH**

The failure of the Sublessor to insist upon strict performance of any portion of this Sublease shall not waive any right or remedy of Sublessor. Any approval given by Sublessor under this Sublease shall not waive Sublessor's right of disapproval in any other instance.

## **22. REMOVAL OF PROPERTY**

In the event of any entry, or taking possession of the Premises, Sublessor shall have the right (but not the obligation) to remove from the Premises all personal property and fixtures located therein. Sublessor may store the same in any place selected by Sublessor, including but not limited to a public warehouse, at the expense and risk of the owners of such property. Sublessor has the right to sell such stored property, without notice to Tenant, after it has been stored for a period of thirty (30) days or more. The proceeds of such sale shall be applied first to the cost of such sale; second to the payment of the charges for storage, if any; third to the payment of any sums of money which may then be due from Tenant to Sublessor; and the balance, if any, shall be paid to Sublessor as liquidated damages. Nothing in this Section shall limit Sublessor's right to sell Tenant's personal property as permitted by law to foreclose Sublessor's lien for unpaid rent.

## **23. HEIRS AND SUCCESSORS**

Subject to the provisions pertaining to assignment and subletting, this Sublease shall be binding upon the heirs, legal representatives, successors, and assigns of the Parties hereto.

## **24. HOLD-OVER**

If Tenant shall hold over after the expiration of the term of this Sublease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy is terminable as provided by the laws of the State of Washington. During such tenancy Tenant agrees to pay to Sublessor 150% of the rate of the Total Rent last payable under this Sublease, unless a different rate is agreed upon by Sublessor, plus all other additional rent and payments payable under this Sublease. However, in no event will the rent be less than the Total Rent set forth in this Sublease and payable at the time of the hold-over. In addition, Tenant shall be bound by all of the terms, covenants, and conditions set forth herein.

## **25. AUTHORITY TO SIGN, JOINT AND SEVERAL LIABILITY**

If Tenant is a corporation, the person(s) signing this Sublease on behalf of the corporation hereby warrant(s) to Sublessor he/she/they has/have full authority from such corporation to sign this Sublease, and to obligate the corporation. If more than one person or entity signs the Sublease, each shall be jointly and severally liable hereunder.

## **26. NOTICES**

26.1 General Notice Requirement. Any notice, approval, consent or request required or permitted under this Sublease shall not be effective unless in writing. Such notices shall be addressed to the person(s) entitled to notice, and shall be personally delivered to or mailed to the address stated below by certified or registered mail, return receipt requested and postage pre-paid. Such notices shall be deemed given on the day personally delivered or the day following

mailing. Notices to the Sublessor shall be delivered to City of Covington, c/o Derek Matheson, 16720 SE 271<sup>st</sup> Street, Suite 100, Covington, WA 98042. Notices to Tenant shall be delivered to: (1) KCSO Contracts Unit, 516 3<sup>rd</sup> Ave., Seattle WA 98104 and (2) Steve Salyer, King County Real Estate Services, 500 4th Ave, Room 500, Seattle WA 98104. If no address is specified then notice to the Tenant shall be given at the Premises by leaving a copy of the notice at the Premises. Any party may change the address provided above by notice given in accordance with this paragraph.

26.2 Notice of Sublessor Non-Compliance. If Tenant believes Sublessor has failed to perform any term or provision under this Sublease required to be performed by Sublessor, Sublessor shall not be deemed to be in default hereunder nor subject to any claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant; provided, if the nature of Sublessor's failure is such that more than thirty (30) days are reasonably required in order to cure, Sublessor shall not be in default if Sublessor commences to cure such failure within such thirty (30) day period, and thereafter reasonably seeks to cure such failure to completion. The aforementioned periods of time permitted for Sublessor to cure shall be extended for any period of time during which Sublessor is delayed in, or prevented from, curing due to fire or other casualty, strikes, lockouts or other labor troubles, shortages of equipment or materials, governmental requirements, power shortages or outages, acts or omissions by Tenant or other Persons, and other causes beyond Sublessor's reasonable control. If Sublessor shall fail to cure within the times permitted for cure herein, Sublessor shall be subject to such remedies as may be available to tenant (subject to the other provisions of this Sublease); provided, in recognition that Sublessor must receive timely payments of Total Rent and operate the Property, Tenant shall have no right of self-help to perform repairs or any other obligation of Sublessor, and shall have no right to withhold, set-off, or abate rent.

## **27. RULES AND REGULATIONS**

Tenant shall faithfully observe and comply with the rules and regulations that Sublessor shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Sublessor shall not be responsible to Tenant for the nonperformance of any rules and regulations by any other tenant or occupants.

## **28. FINAL AGREEMENT – PROCEDURE TO AMEND**

This is the final and a fully integrated agreement of the Parties and all prior statements, promises, representations and/or discussions between or among the parties, whether or not in writing, are void if not set forth in this final agreement. All Parties represent and warrant to all other Parties that he/she/it does not and will not rely upon any oral or written prior statements, promises, representations and/or discussions not set forth herein and will never seek to prove or assert that there is any agreement or understanding that varies, adds to, or supplements this document. No modification or alteration of this Sublease nor any waiver, excuse, release, forbearance or forgiveness of any duty, obligation or of liability of Tenant hereunder shall be valid or binding on the Sublessor unless the same is in writing and signed by the president of the Sublessor. No

employee or agent of Sublessor has or will have the authority to modify or alter this Sublease nor to waive, excuse, release, forbear or forgive any duty of Tenant.

## **29. MEDIATION, LITIGATION**

29.1 Mediation. Sublessor and Tenant agree that should any dispute arise concerning this Sublease both Parties shall submit to mediation as a condition precedent to initiating any legal action. Sublessor and Tenant shall each bear their respective costs of mediation.

29.2 Jurisdiction and Venue. Any lawsuit arising from or in any way related to this Sublease or alleged breach thereof, any personal injury or any other transaction or any claimed act, error or omission of any party, shall be brought exclusively in the King County Superior Court, Seattle Division, and the parties hereby stipulate and agree that jurisdiction and venue shall be proper there.

29.3 Unlawful Detainer Action. The Sublessor, at its option, may bring an action for unlawful detainer, forcible entry and detainer or ejectment in order to regain possession of the Premises, and no claim of off-set or claim that the Sublessor is in any manner obligated to Tenant for breach of this Sublease or from any other transaction shall be asserted as a defense to the Sublessor's action.

29.4 Service of Process. Tenant agrees that service of legal process upon Tenant will be valid if given in any manner authorized by statute, or by depositing a copy of summons and other papers in the US mail, to be delivered by the first class mail, and addressed to the Tenant at any address provided in Paragraph 28. In such event, service of process will be deemed complete three (3) days after mailing.

29.5 Rent Control Waiver. Tenant waives the benefits of all existing and future Rent Control Laws and similar governmental rules and regulations, whether in time of war or not, to the extent permitted by law.

## **30. MISCELLANEOUS**

30.1 Force Majeure. Sublessor shall not be in default hereunder and Tenant shall not be excused from performing any of its obligations hereunder if Sublessor is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, shortage of materials, acts of God, or other causes beyond Sublessor's reasonable control.

30.2 Captions. The headings and titles in this Sublease are for convenience only and shall have no effect upon the construction or interpretation of this Sublease.

30.3 Only Sublessor/Tenant Relationship. Nothing contained herein shall be deemed or construed by the Parties hereto nor by any third party, as creating the relationship of principal

and agent or of partnership or of joint venture between the parties hereto or any other relationship, other than the relationship of Sublessor and Tenant.

30.4 Counterparts. This Sublease 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.

30.5 Limitation on Sublessor's Liability. It is expressly understood and agreed by and between the Parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Sublessor, while in form purporting to be representations, covenants, undertakings and agreements of Sublessor are, nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by Sublessor for the purpose or with the intention of binding Sublessor personally, but are made and intended for the purpose of binding only Sublessor's interest in the Building to the terms of this Sublease and for no other purpose whatsoever, and in the event of a default by Sublessor, Tenant shall look solely to the interest of Sublessor in the Building. No personal liability or personal relationship is assumed by nor shall at any time be asserted or enforceable against Sublessor on account of this Sublease or on account of any representation, covenant, undertaking or agreement of Sublessor in this Sublease contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by Tenant herein and to all persons claiming by, through, or under Tenant. The foregoing limitation on Sublessor's liability shall inure to and for the benefit of Sublessor and its successors and assigns, and Sublessor's members and their successors and assigns.

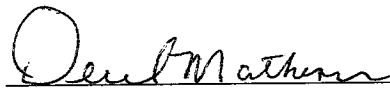
30.6 Severability. The unenforceability, invalidity, or illegality of any provision of this Sublease shall not render the other provisions unenforceable, invalid, or void.

IN WITNESS WHEREOF, the Sublessor and Tenant have executed this Sublease on the dates specified below.

SUBLEASE AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

**SUBLESSOR**

**TENANT**

  
\_\_\_\_\_  
City of Covington

\_\_\_\_\_  
King County

By: Derek Matheson

By:

Its: City Manager

Its:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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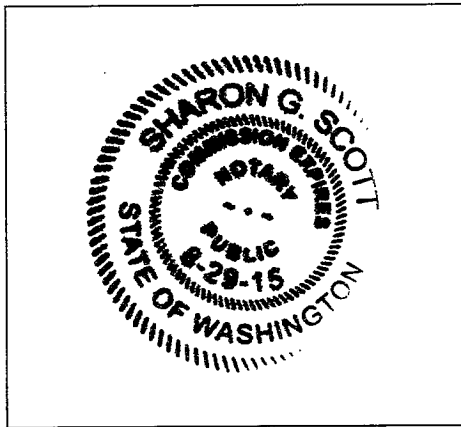
Sara B. Springer, City Attorney  
City of Covington

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By:

STATE OF WASHINGTON )  
 )  
COUNTY OF King ) SS:

DATED: August 31, 2011.



Mark A. Smith

Print Name: Sharon G. Scott

NOTARY PUBLIC in and for the State of  
Washington, residing at 27030 200<sup>th</sup>;

My Appointment expires: 8/29/15 *Covington WA*

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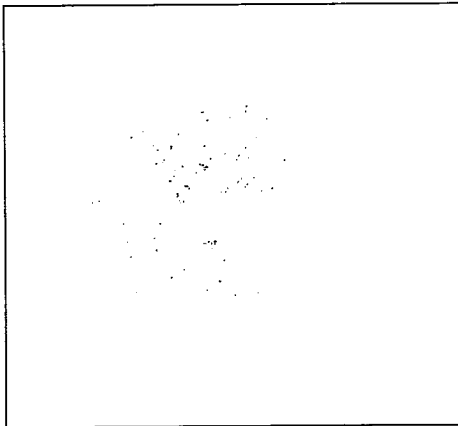


**TENANT'S ACKNOWLEDGMENT**

STATE OF WASHINGTON     )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she  
signed the instrument, on oath stated that he/she was authorized to execute this instrument and  
acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, to be the free and voluntary act of such party for the uses and  
purposes mentioned in the instrument.

DATED: \_\_\_\_\_, 2011.

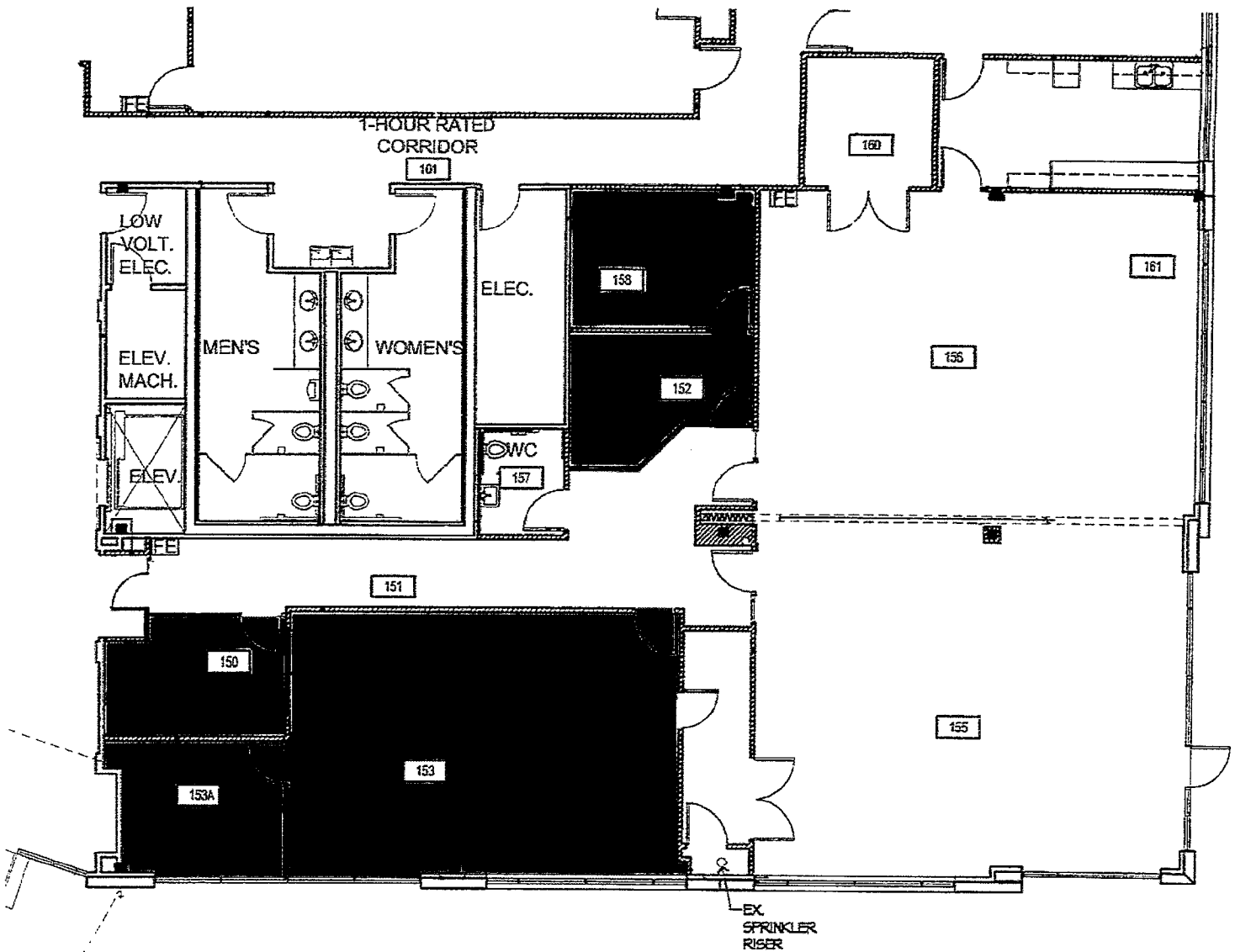


(Use this space for notarial stamp/seal)

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Appointment expires: \_\_\_\_\_

# EXHIBIT A PREMISES

Southeast portion of the floor plan of the first floor of City Hall



Premises consists of exclusive use of approximately 1,000 square feet of floor space, as shaded above, located on the first floor of the building, including the right of public ingress and egress to the first floor.

**EXHIBIT B  
TOTAL RENT**

**Totals and Payment Pursuant to Section 4 herein.**

	<b>Total Rent</b>	<b>Estimated Savings (due to precinct reorg)</b>	<b>Total Savings</b>
<b>2011</b>	22,000	10,169	<b>32,169</b>
<b>2012</b>	22,550	10,423	<b>32,973</b>
<b>2013</b>	23,114	10,683	<b>33,797</b>
<b>2014</b>	23,691	10,950	<b>34,641</b>
<b>2015</b>	24,283	11,224	<b>35,507</b>
<b>2016</b>	24,890	11,504	<b>36,394</b>
<b>2017</b>	25,512	11,792	<b>37,304</b>

## EXHIBIT C

### TENANT IMPROVEMENTS

Tenant's Improvements to the Premise shall consist of the items below and be performed by Sublessor at the sole expense of the Tenant based on 100% cost recovery and pursuant to the terms of Section 5.2 herein. All Tenant Improvement costs shall include a 12% project management fee payable to Sublessor.

ITEM	MAJOR WORK TO BE PERFORMED	ESTIMATED COST
A	Create evidence storage area in room 158. Install new door and frame in existing opening, install card lock and ceiling wire.	\$58,590
B	Create interview area in room 150. Relocate existing door to east wall. Install relight in new door. Install closed circuit television camera, monitor and recorder. Install ceiling wire.	
C	Create BAC area in room 152. Rekey for KCSO access	
D	Room 153. Install ballistic window and wall covering (material provided by KCSO). Install remote door release. Rekey for KCSO access	
E	Install data and telephone lines and equipment.	\$15,725
F	Moving costs	\$5,000
	TOTAL	\$79,315

**Memorandum of Agreement between the  
King County Sheriff's Office  
and the  
City of Kenmore  
Relating to Facility Charges and Credits**

This is a Memorandum of Agreement ("MOA") between King County (the "County") and the City of Kenmore (the "City") (collectively, the "Parties") relating to the housing of unincorporated King County Sheriff's Office ("KCSO") personnel in city facilities, certain improvement costs associated therewith, and the resulting cost charges or credits applied to City Cost Exhibits, as defined in the Interlocal Agreement between King County and the City of Kenmore Relating to Law Enforcement Services (the "ILA"), beginning in the 2011 Exhibit cycle.

**WHEREAS**, this effort is part of an organizational restructuring of KCSO in which existing Kenmore and Maple Valley precinct locations will be consolidated into a new "East Precinct Command Center" located in Sammamish City Hall.

**WHEREAS**, several partner cities have additionally been designated as KCSO substations from which KCSO personnel will continue to serve the residents of unincorporated areas.

**WHEREAS**, this organizational restructuring will provide a public benefit to the City and residents of unincorporated King County.

**WHEREAS**, KCSO and the City have a formal partnership agreement for law enforcement services under the ILA.

**WHEREAS**, the ILA allows that the Parties may choose to negotiate the use of a City facility (hereafter the "Facility") by KCSO personnel providing services to unincorporated King County.

**WHEREAS**, this MOA memorializes the shared arrangement under which the City and KCSO will house personnel serving unincorporated areas in City facilities and determine the resulting cost charge or credit to the City.

**THEREFORE**, in furtherance of the aforementioned consideration, the Parties agree as follows:

1. **TERM:** Either the City or the County may terminate this MOU upon providing the other with twelve (12) months advance written notice.

2. **USE OF FACILITY:** The County shall use the facility as a permanent location for assigned officers as long as this agreement is in effect. The City agrees to provide the County with access to the Facility. The City shall be responsible for maintenance and repair of the Facility for ordinary wear and tear, which costs shall be included in the cost calculations provided for in Section 3 below. The County shall be responsible for any damage to the Facility above ordinary wear and tear caused by KCSO's use of the Facility.
3. **CREDIT FOR COUNTY USE OF CITY FACILITY:** The Parties agree on a methodology for determining the number of KCSO personnel designated to share the Facility which is described as set forth in Exhibit A, attached hereto and incorporated herein, the appropriate square footage allotments, the cost per square foot charges, and resulting credit shall be calculated as provided in Exhibit A, attached hereto and incorporated herein.
4. **IMPROVEMENTS TO CITY FACILITIES:** The County, at its sole cost and expense, shall provide necessary furnishings, and equipment as needed for unincorporated KCSO staff assigned to the Facility. The County shall further pay to the City up to \$11,460 as a cost reimbursement for certain improvements made by the City to the Facility, which improvements are provided in Exhibit A attached hereto and incorporated herein. The County shall be responsible and pay all monthly fees relating to KCSO's use and access to fiber optics and data network at the Facility.
5. **COMPLIANCE WITH APPLICABLE LAWS:** The City shall comply with all applicable laws, ordinances and regulations in using funds provided by the County for the improvements to the Facility provided in Exhibit A, including, to the extent applicable, those related to "public works," payment of prevailing wages and competitive bidding of contracts. The City agrees to indemnify, defend and hold harmless the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to the construction of improvements to the Facility.
6. **COST EXHIBIT B CHARGE/CREDIT:** The charge or credit to the City after calculations have been made as provided in Exhibit A will be reflected on Exhibit B to the ILA and will be revised as on an annual basis as needed. The parties acknowledge and agree that because the City will house KCSO at the Facility and share supervision with the City of Shoreline, the County shall no longer charge the City a facility charge under the ILA.
7. **INDEMNIFICATION:** The County and the City mutually agree that in any and all causes of action and/or claims, arising under the terms, activities, use and /or operations of this MOA, each party shall be responsible to the other only to the extent of its comparative fault in causing the alleged damages or injuries. Each party agrees to defend, indemnify and release the other party from any and all costs, causes of action and/or claims arising from the sole negligence of the indemnifying party. The Parties

specifically and expressly intend to waive each party's immunity under industrial insurance, Title 51 RCW, with respect to the other party only and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnifying party's employees. This waiver has been mutually negotiated.

IN WITNESS WHEREOF, the Parties have executed this MOA.

KING COUNTY

CITY OF KENMORE

\_\_\_\_\_  
Steve Salyer  
Manager, Real Estate Services  
Facilities Management Division

  
\_\_\_\_\_  
Fred Stouder, City Manager

Date: \_\_\_\_\_

Date: August 17, 2011

# **EXHIBIT A:**

An exhibit to the "Memorandum of Agreement between the King County Sheriff's Office and the City of Kenmore Relating to Facility Charges and Credits"

Shared space credit for Unincorporated KCSO personnel designated to share the City facility				
Personnel type	Calculated credit	Number of personnel	Calculation detail	Calculation methodology
Patrol deputy	\$ -	0	(66 SF) X (0) / (3) X (\$20 PSF)	(66 square feet) X (# patrol assigned) / (3 shifts) X (lease or market rate)
Patrol sergeant	\$ -	0	(66 SF) X (0) / (3) X (\$20 PSF)	(66 square feet) X (# patrol sgts assigned) / (3 shifts, but min 1 desk) X (lease or market rate)
Detectives /Prof Staff	\$ -	0	(66 SF) X (0) X (\$20 PSF)	(66 square feet) X (# staff assigned) X (lease or market rate)
<b>Total</b>	<b>\$ -</b>	<b>0</b>		

## Notes:

- 1) Kenmore and Shoreline operating agreement supercedes and replaces all previous facility charges and credits
- 2) If the City Kenmore and the KCSO agree to assign unincorporated staff at the city facility in the future, the above credit formula will apply.
- 3) A uniform credit based on a standard cubicle size (55sf) plus 20% for shared space. Deputies divided by 3 for shifts. \*

Summary of improvements made to City facility	
Category	Cost
CO	
Data	\$ 4,930.00
VoIP	\$ 6,530.00
<b>Total</b>	<b>\$ 11,460.00</b>



## **SUBLEASE AGREEMENT**

This Sublease is made and entered into between the City of Maple Valley ("City"), a Washington municipal corporation, and King County Sheriff's Office ("County"), a political subdivision of the State of Washington, (collectively, the "Parties"). This Sublease is subject to the terms, covenants, and conditions set forth herein. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and County agree upon the following terms and conditions:

### **1 Relationship of the parties**

City is a tenant of Maple Valley Plaza, LLC, ("Landlord"), occupying Suites 100, 200, 220, and first floor storage space A, pursuant to the terms of its lease with Landlord of a portion of the building located at 22017 SE Wax Road, Maple Valley, Washington, 98038 ("Premises"). County is a sublessor of the City. County expressly agrees that no privity of contract exists between Landlord and County. County will not communicate with Landlord about any services, repairs or maintenance of the Premises but will instead communicate about such matters solely with the City. The City assumes no liability to County for the Landlord's failure of delivery of services, repairs or maintenance of the Premises. County agrees to observe and follow all rules and regulations set forth in this Sublease.

### **2 Premises**

2.1 The City occupies 10,377 rentable square feet of the Premises not including common areas, pursuant to the terms of its lease with Landlord, consisting of suites 100, 200, 220 and storage area A on the first floor. Suite 100 of the Premises consists of 1,468 rentable square feet. The County subleases from the City 264 sq. ft. of Suite 100 that includes: 198 sq. ft of floor space for office use, and 66 sq. ft of shared kitchen area.

2.2 The County's Sublease includes the non-exclusive right of County to use common areas of the Premises. The term "common areas" means the common entrances to the Premises, lobbies, restrooms, elevators, stairways and access ways, loading docks, ramps, drives and platforms and any passageways and service ways thereto; the open areas, landscaped areas, sidewalks, pedestrian walkways, roadways, driveways, parking areas (except restricted areas) refuse areas and all other areas on the Premises and located outside the Premises and available for lease to other tenants.

### **3 Term**

The County shall have access to and the use of Suite 100 of the Premises for use by its Officers on or after October 15, 2011, but not later than December 31, 2011 through December 31, 2012. Thereafter, the Sublease will automatically renew for subsequent

one-year periods to begin on January 1 of any subsequent year. Either the City or the County may terminate this Sublease for no cause upon providing the other with six (6) months advance written notice.

#### **4 Rent**

4.1 Sublease amount. The County shall pay to the City as rent \$5,913.60 per year estimated to begin on November 1, 2011 (representing 264 sq. ft x \$22.40 per sq. ft.). The annual rent in 2011 will be prorated based on the effective date of the lease agreement. The basis for prorating 2011 rent shall be one-three hundred sixty fifth of the amount of annual rent for each day of County possession in 2011. See Attachment A, attached hereto and incorporated herein, which reflects the yearly rent calculation for 2011. On January 1, 2012, the County shall pay to the City as rent \$6,032.40 per year through December 31, 2012 (representing 264 sq. ft x \$22.85 per sq. ft.). For each subsequent year of automatic renewal of this Sublease, beginning with January 1 of 2013, the rent shall increase per square foot as follows:

January 1, 2013: \$23.31 -yearly rent per square foot = \$6,153.84  
January 1, 2014: \$23.78 -yearly rent per square foot = \$6,277.92  
January 1, 2015: \$24.26 -yearly rent per square foot = \$6,404.64  
January 1, 2016: \$24.75 -yearly rent per square foot = \$6,534.00  
January 1, 2017: \$25.25 -yearly rent per square foot = \$6,666.00  
January 1, 2018: \$25.76 yearly rent per square foot = \$6,800.64  
January 1, 2019: \$26.28 -yearly rent per square foot = \$6,937.92

The Sublease amount is inclusive of all utility costs and operating costs incurred by the City under its lease with Landlord.

4.2 Reduction in precinct charges Attachment A is the ongoing Estimated Savings (previously a charge) to be seen by Maple Valley as a result of the Sheriff's Office move away from the Precinct 3 in Maple Valley to its new location in Sammamish. The total savings is a combination of the rent paid for use of the City space, plus the estimated savings from the reduction in the older precinct charge.

4.3 Should the ILA expire or be terminated before the end of the term the rent, which is calculated on an annual basis, shall be payable to City in twelve (12) equal monthly installments in advance on the first day of each month during the term of this Sublease. The rent for any fractional month of the term shall be prorated at one thirtieth (1/30th) of the monthly installment amount for each day of such fractional month.

#### **5 Possession**

5.1 Delivery of Possession. City shall deliver possession of the Premises to the County on or after October 15, 2011 during regular business hours for the City, but no later than 5:00 PM on December 31, 2011. The date of delivery of possession will be the date on

which any prorated rent is due pursuant to section 4, herein. Prorated rent is due for any day on which the County actually possessed the Subleased Premises regardless of the time of day that possession occurred.

5.2 Tenant Improvements. Attachment A sets forth all Tenant Improvements to be completed and/or installed on the Premises, as well as the estimated cost of said improvements, including installation costs and identification of each Party's responsibilities associated with completion of Tenant Improvements. The date of completion of Tenant Improvements is dependent, in part, on the County's purchase of several equipment items pursuant to section 5.3.1, herein. Selection of the contractor, or other vendor necessary to complete the Tenant Improvements shall be according to the terms of the City's lease with Landlord, and the County shall have no role in the selection of a contractor or of any other vendor that is necessary to complete the Tenant Improvements. The County shall be deemed to have accepted the Tenant Improvements installed by the City within ten (10) days of completion of said improvements if the County has not notified the City of non-acceptance in writing. The City shall act promptly to remedy any defects involving Tenant Improvements after receiving written notice from the County of non-acceptance of said improvements. The County's dissatisfaction with Tenant Improvements shall not relieve the County of any of its obligations pursuant to section 4, herein.

5.3 Condition of Premises. The County, by its signature on this Sublease, represents that it has inspected the Premises, and accepts the Premises "AS IS" except for the mutually agreed Tenant Improvements as set forth in Attachment A. The City makes no representations or warranties to the County regarding the Premises, including the structural condition of the Premises or the suitability of the Premises for the County's intended use.

5.3.1 Communications and Internet Access. The County shall be responsible for configuring, installing and maintaining a 24 port switch that will allow for the additional active data ports to connect to the King County T -1 for network and internet access at its sole cost. The County shall also be responsible for purchasing an 800 Mhz radio antennae at its sole cost. The County agrees to purchase and install the necessary computer(s), monitor(s) and peripherals, and a printer for use by Sheriff's Office Deputies on the Premises. The County is solely responsible for installation and on-going maintenance and support of the abovementioned computer systems. The City will provide phone support, as feasible, to the Sheriff's Office Deputies on Premises, providing one physical phone and one voicemail box for that phone. The County's purchase of all items under this subsection must occur timely, and sufficiently in advance of the County's anticipated possession of the Premises to allow for the City's timely completion of Tenant Improvements prior to the County's actual possession of the Premises. Failure by the County to provide the items listed in this subsection to the City in a timely manner shall not be cause for the County to delay possession of the Premises beyond December 31, 2011, nor shall it be cause for the County to prorate any monthly rent payment after December 31, 2011.

5.3.2 No representations or warranties; no liability for damages. The City makes no representations or warranties to the County that any telecommunications or Internet lines, cables, or other, similar devices will be free from shortages, failures, variations, interruptions, disconnections, loss, or damage caused by the installation, maintenance or replacement, use or removal of telecommunications or Internet lines, cables, or other, similar devices by or for other tenants that lease space in the Premises; by any failure of the environmental conditions or internet lines, cables or other similar, devices and/or any associated equipment; or other problems associated with any such equipment by any other cause or any failure of such lines, cables, or other similar devices to satisfy the County's requirements; and the City shall have no liability for damages arising from such problems or failures and in no event shall the City be liable for harm to persons or damage to property arising therefrom.

## **6 Use of Premises**

The County expressly agrees that its use of the Premises shall be for general office purposes only, and that City's lease with Landlord provides that City's use of the Premises is limited to general municipal office purposes. The County shall have exclusive use of 198 s.f. of Suite 100 for King County Sheriff's Office Deputies, in three rotating shifts, consisting of two designated work stations per shift; access to shared kitchen space, and to common areas of the Premises. The County, by its signature herein, acknowledges that Suite 100 does contain desk space for patrol deputy use for each shift. The County's use of Suite 100 shall not include, under any circumstances, the following: primary use of an evidence room or temporary storage of evidence; primary use of any office as an interview room for suspects or witnesses or any person in police custody; use of any office as a holding cell. Suite 100 is to be used by the Officers solely for general office purposes such as report-writing, telephone calls, and meetings with other Officers and/or City, County and Department of Corrections staff. Sheriff's Office Deputies assigned to work from the Premises shall have access to Suite 100 during shifts the Officers are working, and when the Officers are responding to emergencies during nonscheduled shifts.

6.1 No Nuisance. County shall not do or permit anything to be done in or about the Premises that will obstruct or interfere with the rights of other tenants or occupants of the building or injure them or their property, or use or allow the Premises to be used for any unlawful purpose or in any way constituting a nuisance. Tenant shall not, without the prior written consent of the City, use any apparatus, machinery or device in or about the Premises which will cause any substantial noise or vibration. The County shall not place any boxes, cartons, or other rubbish in the corridors or other common areas, the building or property. The County shall use due care in the use of the Premises and of the common areas, building, or property and shall not neglect or misuse fixtures, electric lights and heating and air-conditioning apparatus.

## **7 Surrender of Premises**

The County agrees that upon termination of this Sublease, the County will quit and surrender the Premises in a neat and clean condition and in at least the same condition as the Premises existed on the date of actual possession, and will deliver all keys and other access devices, as applicable, to the City. If the termination of this Sublease involves any necessary repairs to the Premises, excepting ordinary wear and tear, the City shall make the repairs or cause the repairs to be made, and shall submit an invoice to the County for the costs of said repairs. The County agrees to pay the invoice within thirty (30) days of the date of the invoice. If the County fails to surrender and vacate the Premises on the date designated for termination, then such retention of the Premises shall be deemed a breach of this Sublease, and the City may utilize any and all legal remedies to remove the County from the Premises.

## **8 Damage, Destruction or Condemnation**

8.1 Damage and repair. If the Premises or that portion of the Premises necessary for the County's intended use under this Sublease is damaged by fire or other insured casualty to an extent which makes a significant portion or all of the Premises untenantable, then the County shall give written notice of such event to the City. The City shall, within sixty (60) days after receipt of such notice, advise the County whether the City elects to repair or replace the Premises, or elects to terminate this Sublease. If the City elects to repair or rebuild, the City will proceed to do so with reasonable diligence commencing upon settlement of any insurance claim, or if there is no such claim, as soon as practicable. If the City elects to repair or replace, the total rent due pursuant to section 4, herein, shall be abated to the extent the Premises or that portion of the Premises necessary for the County's intended use are untenantable until substantial completion of the repair or replacement. The term of this Sublease shall not be extended by virtue of the Premises being untenantable for any period of time. The County shall be responsible at its sole cost and expense to repair or replace any of the County's personal property and tenant improvements which are damaged or destroyed by the insured cause.

8.2 Uninsured loss. In the event the Premises are damaged as a result of any uninsured cause then City shall have the option (1) to repair or restore such damage, this Sublease continuing in full force and effect but the monthly rent to be proportionately reduced as set forth in section 8.1; or (2) terminate this Sublease by giving the County not less than thirty (30) days prior written notice of City's election; provided, however, that such notice shall be given, if at all, within the thirty (30) days following the date of occurrence of said damage. In the event the City gives such notice, this Sublease shall expire and all interest of the County in the Premises shall terminate on the date so specified in the notice and the monthly rent shall be paid up to the date of such termination (reduced by a proportionate amount based on the extent to which such damage substantially interfered with the business carried on by the County in the Premises).

8.3 No Obligation. Notwithstanding anything to the contrary contained in

this Section 8, City shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section 8 occurs during the last one hundred eighty (180) days of the sublease term or any extension thereof.

8.4 Condemnation. If all or part of the Premises allocated for the County's use and enjoyment are taken under power of eminent domain, or sold under the threat of the exercise of said power, this Sublease shall terminate as to the part taken as of the date the condemning authority takes possession. If more than ten (10) percent of the floor area of Premises or more than twenty five (25) percent of the parking stalls of the Premises are taken by condemnation, either Party may terminate this Sublease as to the remainder of the Premises as of the date the condemning authority takes possession. Any award for the taking of all or part of the Premises under the Power of eminent domain, including payment made under threat of the exercise of such power, shall be the property of the City. The County shall only be entitled to such compensation as may be separately awarded or recoverable by the County in County's own right for the loss of or damage to improvements to the Premises installed by the County, for County's trade fixtures and removable personal property and for County's relocation or moving expenses. The City shall not be liable to the County for the loss of the use of all or any part of the Premises taken by condemnation. City shall have the exclusive authority to grant possession and use to the condemning authority over any portion of the Premises under the control of the City and to negotiate and settle all issues of just compensation or, in the alternative, to conduct litigation concerning such issues; provided, however, that City shall not enter into any settlement of any separate award that may be made to County without County's prior approval of such settlement, which approval shall not be unreasonably withheld. City shall provide County with a copy of any settlement or final order concerning use and possession if such settlement pertains to Premises leased by County or common areas as defined in this lease.

## **9 Alterations**

9.1 Tenant Alterations. Tenant shall not make any alterations, additions, or improvements in the Premises, other than those set forth in section 5, herein, without the prior written consent of the City. The City shall have sole and absolute discretion whether to give its consent. All alternations, including the Tenant Improvements set forth in section 5, herein, shall become the property of the City and shall remain in and be surrendered with the Premises upon termination of this Sublease, if those alterations, including the Tenant Improvements, are affixed to the Premises. Any alterations, additions, or improvements other than the Tenant Improvements set forth in section 5 herein that the City consents to, shall be documents in writing, including all necessary terms regarding installation, location, etc.

9.2 City Alterations. The County agrees that the City has the right to make alterations to the Premises, as long as the City continues to provide 198 sq. ft. of space

available to the County for its exclusive use as administrative office space including two designated work stations. Any City alterations to the Premises shall be provided in a notice to the County at least fourteen (14) days in advance of the scheduled alterations.

9.3     **Substitute Premises.** The City may, upon sixty (60) days' prior written notice to the County, substitute for the Subleased Premises in Suite 100, other premises, provided that the new premises shall be at least 198 sq. ft. including two designated work stations for exclusive use by the County, and provided that the new premises are reasonably usable by the County for its intended use under this Sublease. The County agrees to cooperate with the City in all ways to facilitate the expeditious scheduling, staging, and completion of such substitution. The City shall be responsible for all costs and expenses related to the facilitation and completion of such substitution, including moving costs, and any necessary improvements to the new premises. The City shall not be liable to the County for any damages or loss because of such substitution.

## **10       Signs**

No signs or symbols may be placed at the Premises or upon the property where the Premises are located without the prior written approval of the City. The County covenants and agrees that on termination of this Sublease it will remove any signs placed on the Premises and repair any damage or injury to the Premises caused thereby at the County's sole expense. If the County fails to remove the signs then the City may have them removed and may have the damage repaired and shall invoice the costs therefore to the County which shall pay the amount due within thirty (30) days of the date of the Invoice.

## **11       Parking**

The County and its invitees and guests are allowed the use of non-dedicated parking stalls in common with the City.

## **12       Key Control**

The City shall at all times have and retain a key with which to unlock all of the doors in, upon, and about the Premises, excluding the County's files. The City shall issue keys to Suite 100 of the Premises to the County employees designated to work from the Premises. Keys assigned to County personnel shall not be assigned by County personnel to any other County employee or to any other person. A County employee that is reassigned to a different work location, or leaves the employment of the County must return the key issued by the City. Failure by a County employee to return a key, or loss of a key issued to a County employee will result in the City's re-keying of the Premises for security purposes, and the cost thereof shall be invoiced to the County.

The County shall pay all the costs associated with re-keying the Premises within thirty (30) days of the date of the City's invoice.

### **13 Hazardous Material**

13.1 City's Representation and Warranty. City represents and warrants to County that to the best of City's knowledge, there is no "Hazardous Material" (as defined below) on, in, or under the Premises as of the commencement date except as otherwise disclosed to County in writing before the execution of this Sublease. If there is any hazardous material on, in, or under the Premises as of the commencement date which has been or thereafter becomes unlawfully released through no fault of County, the City shall indemnify, defend and hold County harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorney's fees, consultant fees and expert fees, incurred or suffered by County either during or after the Sublease term as the result of such contamination.

13.2 County's Hazardous Substances. The County shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about, or disposed of on the Premises by the County, its agents, employees, contractors, or invitees, except in strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If the County breaches the obligations stated in the preceding sentence, then the County shall indemnify, defend and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Premises, damages for the loss or restriction on use of rentable or useable space or of any amenity of the Premises, or elsewhere, damages arising from any adverse impact on marketing of space at the Premises, and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees incurred or suffered by City either during or after the Sublease term. These indemnifications by the City and County include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work, whether or not required by any federal, state, or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground water on or under the Premises. The County shall immediately notify City of any inquiry, investigation or notice that the County may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises.

13.3 Duration of Indemnity. City's and County's indemnification obligations under this section shall survive the expiration or earlier termination of this Sublease.

13.4 Response Activities. Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept upon or used in or about the Premises by



The County, its agents, employees, contractors or invitees, results in any unlawful release of Hazardous Material on the Premises or any other property, County shall promptly take all actions, at its sole expense, as are necessary to return the Premises or any other property, to the condition existing prior to the release of any Hazardous Material; provided that the City's approval of such actions shall first be obtained, which approval may be withheld at City's sole discretion.

13.5 Definition of Hazardous Material. As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington, or the United States Government due to its potential harm to the health, safety, or welfare of humans or the environment.

## **14 Indemnification and Hold Harmless**

14.1 Indemnity. Each party shall protect, defend, indemnify, and save harmless the other party, its officers, officials, employees, volunteers, and agents, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to this Sublease caused by or resulting from each party's own negligent acts or omissions. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, officials, officers, volunteers, or agents. As to any and all causes of actions and/or claims, or third-party claim, arising under the sole fault of a party to this Sublease, said party shall have a duty to protect, defend, and hold harmless the other party.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, in respect to the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney fees shall be allowed to the prevailing party.

## **15 Insurance**

### **15.1 County Insurance.**

15.1.1 Liability Insurance. The County, as a charter county government under the constitution of the State of Washington, maintains a fully funded self-insurance program, as defined in King County Code 4.12, for the protection and handling of the County's liabilities including injuries to persons and damage to property. City acknowledges, agrees, and understands that the County is self-funded

for all of its liability exposures. County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Sublease. The County agrees to provide City with at least thirty (30) days prior written notice of any material change in County's self-funded program and upon request will provide City with a certificate of self-insurance as adequate proof of coverage. City further acknowledges, agrees, and understands that the County does not purchase commercial general liability insurance and is a self-insured governmental entity; therefore County does not have the ability to add City as an additional insured. Should County elect to cease self-insuring its liability exposures and purchase commercial general liability insurance, County agrees to add City as an additional insured.

15.1.2 Property Insurance. The County shall also maintain insurance covering its furniture, fixtures, equipment, and inventory in an amount equal to the full insurable value thereof, against fire and risks covered by a standard fire insurance policy with an extended coverage endorsement and insurance covering all plate glass and other glass on the Premises.

## 15.2. City Insurance.

15.2.1 Liability Insurance. The County understands that the City participates in Washington Cities Insurance Authority, a governmental self-insured risk pool. County acknowledges that City is a member of the WCIA risk pool and does not have the ability to add County as an additional insured. The City assumes no risk of liability to the County under this Sublease for damage to or loss of the County's personal property located on the Premises, or to the County's personal property installed on the Premises. City agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Sublease. The City agrees to provide County with at least thirty (30) days prior written notice of any material change in City's self-funded program and upon request will provide County with a certificate of self-insurance as adequate proof of coverage. Should City elect to cease self-insuring its liability exposures and purchase commercial general liability insurance, City agrees to add County as an additional insured.

15.2.2 Property Insurance. The City shall also maintain insurance covering the Premises, in an amount equal to the full insurable value thereof, against fire and risks covered by a standard fire insurance policy with an extended coverage endorsement.

15.3 Notices. The County shall immediately furnish City with a copy of any written notice received, or a written summary of any oral notice received, from any governmental or quasi-governmental authority, insurance company, inspection bureau or any other third party as it relates to the Premises.

## 16 Waiver of Subrogation

Notwithstanding the provisions of Section 14 herein, City and County agree that they shall not make a claim against or seek recovery from the other for any loss or damage to their property, or the property of others, resulting from fire or other hazards covered by fire insurance (to include extended perils) and each hereby releases the other from any such claim or liability regardless of the cause of such loss or damage so covered by insurance. In the event of any increased cost or impairment of ability to obtain such insurance, the party suffering such increased cost or impairment may terminate such waiver and release upon written notice to the other party hereto.

## **17 Assignment**

17.1 No County Assignment. This Sublease shall not be assignable by operation of law.

17.2 City Assignment. The City shall have the right to assign its interest in this Sublease without consent of the County.

## **18 Liens**

County shall keep the Premises and the propeliy at which the Premises are situated free from any liens. County shall indemnify and hold City harmless from liability from any such lien including, without limitation, liens arising from alterations and repairs.

## **19 Default**

The following occurrences shall each be deemed an Event of Default by County:

19.1 Failure To Pay. County fails to pay any sum, including Total Rent, due under this Sublease as provided in Section 4 herein.

19.2 Vacation/Abandonment. County vacates the Premises (defined as an absence for at least thirty (30) consecutive days without prior notice to City), or County abandons the Premises (defined as an absence of five (5) days or more while County is in breach of some other term of this Sublease). County's vacation or abandonment of Premises shall not be subject to any notice or right to cure.

19.3 Failure to Comply with Rules and Regulations. County fails to comply with the terms of this Sublease, if the failure continues for a period of twenty-four (24) hours after notice of such failure is given by City to County. If the failure to comply cannot reasonably be cured within twenty-four (24) hours, then County shall not be in default under this Sublease if County commences to cure the failure to comply within twenty-four (24) hours and thereafter diligently and in good faith prosecutes such cure to completion.

19.4 Other Non-Monetary Defaults. County breaches any agreement, term, or covenant of this Sublease other than one requiring the payment of money and not otherwise enumerated in this Section, and the breach continues for a period of fifteen (15) days after notice by City to County of the breach. The fifteen (15) day grace period shall not apply to County's breach of its obligations to maintain insurance coverage under Section 15.

19.5 Failure to Take Possession. County fails to take possession of the Premises.

## **20 Remedies**

The City shall have the following remedies upon an Event of Default. City's rights and remedies under this Sublease shall be cumulative, and none shall exclude any other right or remedy allowed by Law.

19.1 Termination of Sublease. City may terminate County's interest under the Sublease, but no act by City other than written notice from City to County of termination shall terminate this Sublease. The Sublease shall terminate on the date specified in the notice of termination. Upon termination of this Sublease, County shall remain liable to City for damages in an amount equal to the Total Rent and other sums that would have been owed by County under this Sublease for the balance of the Sublease term.

## **21 Non-Waiver of Breach**

The failure of the City to insist upon strict performance of any portion of this Sublease shall not waive any right or remedy of City. Any approval given by City under this Sublease shall not waive City's right of disapproval in any other instance.

## **22 Removal of Property**

In the event of any entry, or taking possession of the Premises, City shall have the right (but not the obligation) to remove from the Premises all personal property and fixtures located therein. City may store the same in any place selected by City, including but not limited to a public warehouse, at the expense and risk of the owners of such property. City has the right to sell such stored property, without notice to County, after it has been stored for a period of thirty (30) days or more. The proceeds of such sale shall be applied first to the cost of such sale; second to the payment of the charges for storage, if any; third to the payment of any sums of money which may then be due from County to City; and the balance, if any, shall be paid to City as liquidated damages. Nothing in this Section shall limit City's right to sell County's personal property as permitted by law to foreclose City's lien for unpaid rent.

## **23 Heirs and Successors**

Subject to the provisions pertaining to assignment and subletting, this Sublease shall be binding upon the heirs, legal representatives, successors, and assigns of the Parties hereto.

## **24 Hold-Over**

If the County shall hold over after the expiration of the term of this Sublease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy is terminable as provided by the laws of the State of Washington. During such tenancy County agrees to pay to City 150% of the rate of the Total Rent last payable under this Sublease, unless a different rate is agreed upon by City, plus all other additional rent and payments payable under this Sublease. However, in no event will the rent be less than the Total Rent set forth in this Sublease and payable at the time of the hold-over. In addition, the County shall be bound by all of the terms, covenants, and conditions set forth herein.

## **25 Authority to Sign, Joint and Several Liability**

The person(s) signing this Sublease on behalf of the County hereby warrant(s) to City he/she/they has/have full authority from such corporation to sign this Sublease, and to obligate the corporation. If more than one person or entity signs the Sublease, each shall be jointly and severally liable hereunder.

## **26 Notices**

26.1 General Notice Requirements. Any notice, approval, consent or request required or permitted under this Sublease shall not be effective unless in writing. Such notices shall be addressed to the person(s) entitled to notice, and shall be personally delivered to or mailed to the address stated below by certified or registered mail, return receipt requested and postage pre-paid. Such notices shall be deemed given on the day personally delivered or the day following mailing. Notices to the City shall be delivered to City of Maple Valley, c/o David W. Johnston, 22017 SE Wax Road, Suite 200, Maple Valley, WA 98038. Notices to County shall be delivered to: (1) KCSO Contracts Unit, 516 3rd Ave., Seattle WA 98104 and (2) Steve Salyer, King County Real Estate Services, 500 4th Ave, Room 500, Seattle W A 98104. Any party may change the contact person and/or address provided above by notice given in accordance with this paragraph.

26.2 Notice of City Non-Compliance. If County believes City has failed to perform any term or provision under this Sublease required to be performed by City,

City shall not be deemed to be in default hereunder nor subject to any claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by County; provided, if the nature of City's failure is such that more than thirty(30) days are reasonably required in order to cure, City shall not be in default if City commences to cure such failure within such thirty (30) day period, and thereafter reasonably seeks to cure such failure to completion. The aforementioned periods of time permitted for City to cure shall be extended for any period of time during which City is delayed in, or prevented from, curing due to fire or other casualty, strikes, lockouts or other labor troubles, shortages of equipment or materials, governmental requirements, power shortages or outages, acts or omissions by County or other Persons, and other causes beyond City's reasonable control. If City shall fail to cure within the times permitted for cure herein, City shall be subject to such remedies as may be available to County (subject to the other applicable provisions of this Sublease); provided, in recognition that City must receive timely payments of Total Rent and operate the Property, County shall have no right of self-help to perform repairs or any other obligation of City, and shall have no right to withhold, set-off, or abate rent.

## **27 Rules and Regulations**

The County shall faithfully observe and comply with the rules and regulations that the City shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the County upon delivery of a copy of them to County. The City shall not be responsible to County for the nonperformance of any rules and regulations by any other tenant or occupants.

## **28 Final Agreement — Procedure to Amend**

This is the final and a fully integrated agreement of the Parties and all prior statements, promises, representations and/or discussions between or among the parties, whether or not in writing, are void if not set forth in this final agreement. All Parties represent and warrant to all other Parties that he/she/it does not and will not rely upon any oral or written prior statements, promises, representations and/or discussions not set forth herein and will never seek to prove or assert that there is any agreement or understanding that varies, adds to, or supplements this document. No modification or alteration of this Sublease nor any waiver, excuse, release, forbearance or forgiveness of any duty, obligation or of liability of County hereunder shall be valid or binding on the City unless the same is in writing and signed by the City Manager of the City. No employee or agent of the City has or will have the authority to modify or alter this Sublease nor to waive, excuse, release, forbear or forgive any duty of the County.

## **29 Mediation, Litigation**

29.1 Mediation. City and County agree that should any dispute arise

concerning this Sublease both Parties shall submit to mediation as a condition precedent to initiating any legal action. City and County shall each bear their respective costs of mediation.

29.2 Jurisdiction and Venue. Any lawsuit arising from or in any way related to this Sublease or alleged breach thereof, any personal injury or any other transaction or any claimed act, error or omission of any party, shall be brought exclusively in the King County Superior Court, and the parties hereby stipulate and agree that jurisdiction and venue shall be proper there.

29.3 Unlawful Detainer Action. The City, at its option, may bring an action for unlawful detainer, forcible entry and detainer or ejectment in order to regain possession of the Premises, and no claim of off-set or claim that the City is in any manner obligated to County for breach of this Sublease or from any other transaction shall be asserted as a defense to the City's action.

29.4 Service of Process. County agrees that service of legal process upon County will be valid if given in any manner authorized by statute, or by depositing a copy of summons and other papers in the US mail, to be delivered by the first class mail, and addressed to the County at any address provided in Paragraph 26. In such event, service of process will be deemed complete three (3) days after mailing.

### **30 Miscellaneous**

30.1 Force Majeure. City shall not be in default hereunder and County shall not be excused from performing any of its obligations hereunder if City is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, shortage of materials, acts of God, or other causes beyond City's reasonable control.

30.2 Captions. The headings and titles in this Sublease are for convenience only and shall have no effect upon the construction or interpretation of this Sublease.

30.3 Only City/County Relationship. Nothing contained herein shall be deemed or construed by the Parties hereto nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto or any other relationship, other than the relationship of City and County.

30.4 Counterparts. This Sublease 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.

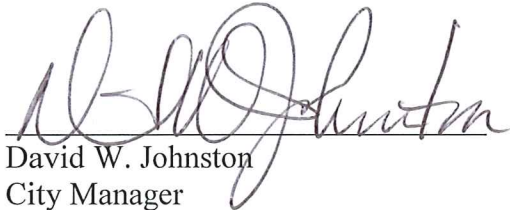
30.5 Severability. The unenforceability, invalidity, or illegality of any provision of this Sublease shall not render the other provisions unenforceable, invalid, or void.

30.6 Recordation. This Sublease may be recorded by the City, at the City's sole discretion, at the City's sole cost and expense.

IN WITNESS WHEREOF, parties below have executed this Sublease.

**CITY OF MAPLE VALLEY**

**KING COUNTY**

  
\_\_\_\_\_  
David W. Johnston  
City Manager

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

Date: 8/23/2011


Date: \_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Christy A. Todd,  
City Attorney  
City of Maple Valley

\_\_\_\_\_

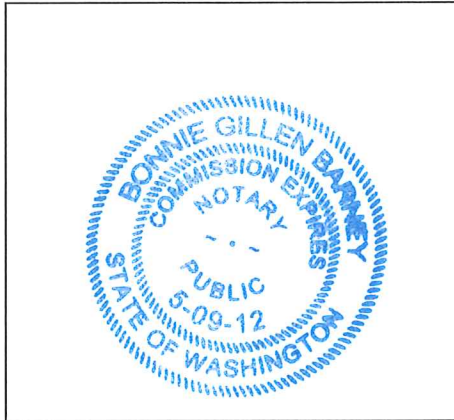


CITY'S ACKNOWLEDGMENT

STATE OF WASHINGTON     )  
  ) ss:  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that David W. Johnston is the person who appeared before me, and said person acknowledged that he/~~she~~ signed the instrument, on oath stated that he/~~she~~ was authorized to execute this instrument and acknowledged it as the City Manager of the City of Maple Valley, WA, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 23, 2011.



Bonnie Gillen Barney  
Print Name: Bonnie Gillen Barney  
NOTARY PUBLIC in and for the State of  
Washington, residing at Kent  
My Appointment expires: 05/09/2012

(Use this space for notarial stamp/seal)

**COUNTY'S ACKNOWLEDGMENT**

STATE OF WASHINGTON    )  
  )  
  ss:  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is  
the person who appeared before me, and said person acknowledged that he/she signed the  
instrument, on oath stated that he/she was authorized to execute this instrument and  
acknowledged it as the \_\_\_\_\_ of , to be the free and voluntary act of such  
party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_, 2011.

Print Name: NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_  
My Appointment expires: \_\_\_\_\_

(Use this space for notarial stamp/seal)

### Credits to City

Adjustment Type	Current	With Sammamish Precinct <sup>2</sup>	Est'd City Savings
2011 Precinct Charge	11,735	5,925	(5,810)
2011 Credit <sup>1</sup>	-	(5,914)	(5,914)
Net (Credit) to be reflected on Exhibit B to the ILA			(11,724)

Attachment A

As of 04/24/11 -2011 Precinct charge is annualized facility cost without EPCC move. Different from Final Exhibit

<sup>1</sup> Shared space credit for housing County FTEs: A uniform credit based on a standard cubicle size (55sf) plus 20% for shared space. Deputies divided by 3 for shifts.			
<i>Patrol</i>	4,435	(66SF x9)/3 X\$22.4 PSF	66 sq ft x (times) # of Patrol assigned / (Divided) by 3 (Shifts) X(times) the lease or city owned rate. 198 s.f. total
<i>Patrol Sgt</i>	1,478	(66SF x 1) X\$22.4 PSF	66 sq ft X ( times) # of Patrol Sgts assigned / (Divided) by 3 (Shifts) but min 1 desk, X(times) the lease or city owned rate. 66 s.f. total
Total <sup>3</sup>	5,914	264 s.f. total (including shared space)	

<sup>2</sup>Charge to Maple Valley for shared FTE space: This is the( # of city FTEs / total # of Pct FTEs) X allocated amount.

Allocated Amount Subtract county-only FTEs to get shared staff % -(56%) X( times) Sammamish lease amount + plus cost of Sgt supv in cities.

### Tenant Improvements

1. Equipment to be provided by County: Computer with Monitor and peripherals = \$1,500; 24 Port Cisco Switch for T1 connections = \$4,000. 800 Mhz Antenna and all hardware necessary for installation: Estimated at \$ 7,000.
2. Equipment to be provided by City and reimbursed by County: Desks, chairs, and installation of same for use by the Officers,

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**Memorandum of Agreement between the  
King County Sheriff's Office  
and the  
City of Newcastle  
Relating to Facility Charges and Credits**

**Attachment D**

This is a Memorandum of Agreement ("MOA") between King County (the "County") and the City of Newcastle (the "City") (collectively, the "Parties") relating to the housing of unincorporated King County Sheriff's Office ("KCSO") personnel in city facilities, certain improvement costs associated therewith, and the resulting cost charges or credits applied to City Cost Exhibits, as defined in the Interlocal Agreement between King County and the City of Newcastle Relating to Law Enforcement Services (the "ILA"), beginning in the 2011 Exhibit cycle.

**WHEREAS**, this effort is part of an organizational restructuring of KCSO in which existing Kenmore and Maple Valley precinct locations will be consolidated into a new "East Precinct Command Center" located in Sammamish City Hall.

**WHEREAS**, several partner cities have additionally been designated as KCSO substations from which KCSO personnel will continue to serve the residents of unincorporated areas.

**WHEREAS**, this organizational restructuring will provide a public benefit to the City and residents of unincorporated King County.

**WHEREAS**, KCSO and the City have a formal partnership agreement for law enforcement services under the ILA.

**WHEREAS**, the ILA allows that the Parties may choose to negotiate the use of a City facility (hereafter the "Facility") by KCSO personnel providing services to unincorporated King County.

**WHEREAS**, this MOA memorializes the shared arrangement under which the City and KCSO will house personnel serving unincorporated areas in City facilities and determine the resulting cost charge or credit to the City.

**THEREFORE**, in furtherance of the aforementioned consideration, the Parties agree as follows:

1. **TERM:** Either the City or the County may terminate this MOU upon providing the other with twelve (12) months advance written notice.
2. **USE OF FACILITY:** The County shall use the facility as a permanent location for assigned officers as long as this agreement is in effect. The City agrees to provide the County with access to the Facility. The City shall be responsible for maintenance and repair of the Facility for ordinary wear and tear, which costs shall be included in the cost calculations provided for in Section 3 below. The County shall be responsible for any damage to the Facility above ordinary wear and tear caused by KCSO's use of the Facility. The County and KCSO agree to abide by the rules established for use of the Facility.
3. **CREDIT FOR COUNTY USE OF CITY FACILITY:** The Parties agree on a methodology for determining the number of KCSO personnel designated to share the Facility which is described as set forth in Exhibit A, attached hereto and incorporated herein, the appropriate square footage allotments, the cost per square foot charges, and resulting credit shall be calculated as provided in Exhibit A, attached hereto and incorporated herein.
4. **IMPROVEMENTS TO CITY FACILITIES:** The County, at its sole cost and expense, shall provide necessary furnishings, and equipment as needed for unincorporated KCSO staff assigned to the Facility. The County shall pay to the City the full amount of \$30,000 for tenant improvements, and an additional amount of up to \$7,900 for data, phone and furniture as a cost reimbursement for those improvements caused to be made to the Facility by the City for housing KCSO, which improvements are provided in Exhibit A attached hereto and incorporated herein. The County and/or KCSO shall be responsible for and pay all monthly fees relating to KCSO's access and use of fiber optics and data network at the Facility.
5. **COST EXHIBIT B CHARGE/CREDIT:** The charge or credit to the City after calculations have been made as provided in Exhibit A will be reflected on Exhibit B to the ILA and will be revised as on an annual basis as needed.
6. **INDEMNIFICATION:** The County and the City mutually agree that in any and all causes of action and/or claims, arising under the terms, activities, use and /or operations of this MOA, each party shall be responsible to the other only to the extent of its comparative fault in causing the alleged damages or injuries. Each party agrees to defend, indemnify and release the other party from any and all costs, causes of action and/or claims arising from the sole negligence of the indemnifying party. The Parties

specifically and expressly intend to waive each party's immunity under industrial insurance, Title 51 RCW, with respect to the other party only and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnifying party's employees. This waiver has been mutually negotiated.

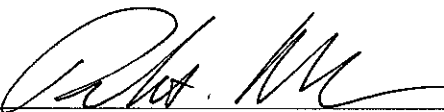
IN WITNESS WHEREOF, the Parties have executed this MOA.

KING COUNTY

CITY OF NEWCASTLE

---

Steve Salyer  
Manager, Real Estate Services  
Facilities Management Division



Robert Wyman

City Manager

Date: \_\_\_\_\_

Date: 8/23/11

**EXHIBIT A:**

An exhibit to the "Memorandum of Agreement between the King County Sheriff's Office and the City of Newcastle Relating to Facility Charges and Credits"

Summary of charges and credits relating to the East Precinct facility move			
Adjustment Type	2010	With Sammamish Precinct	Estimated Savings
Current Precinct Charge	\$ 9,951.00	\$ 2,765.00	\$ (7,186.00)
Ongoing Credit	\$ -	\$ (5,808.00)	\$ (5,808.00)
<b>Net Impact (Savings)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (12,994.00)</b>

Notes:

As of 03/21/11

Shared space credit for Unincorporated KCSO personnel designated to share the City facility				
Personnel type	Calculated credit	Number of personnel	Calculation detail	Calculation methodology
Patrol deputy	\$ 4,224.00	8	(66 SF) X (8) / (3) X (\$24 PSF)	(66 square feet) X (# patrol assigned) / (3 shifts) X (lease or market rate)
Patrol sergeant	\$ -	0	(66 SF) X (0) / (3) X (\$24 PSF)	(66 square feet) X (# patrol sgts assigned) / (3 shifts, but min 1 desk) X (lease or market rate)
Detectives /Prof Staff	\$ 1,584.00	1	(66 SF) X (1) X (\$24 PSF)	(66 square feet) X (# staff assigned) X (lease or market rate)
<b>Total</b>	<b>\$ 5,808.00</b>	<b>9</b>		

Notes:

1) Shared space credit for housing County FTEs: A uniform credit based on a standard cubicle size (55sf) plus 20% for shared space. Deputies divided by 3 for shifts.

2) Charge to cities for shared FTE space: This is the (# of city FTEs / total # of Pct FTEs) X allocated amount.

3) Allocated amount: Subtract county-only FTEs to get shared staff % - (56%) X( times) Sammamish lease amount + plus cost of Sgt supv in cities

Summary of improvements made to City facility		
Category	Cost	Details
Tenant improvements	\$ 30,000.00	7 Ft wall with secure door; wire mesh ceiling for evidence room. KCSO will pay to build 1/3 of the report writing counter (hot desk area) for the P.D.
Data	\$ 6,350.00	We can bring T1 for under \$1,000 or bring a fiber optic line to the building for \$6,530. If Newcastle wants fiber optic data connections and will pay for the interior wiring for the PD then KCSO will bring fiber to the building. The unincorporated deputies, one detective and the CAD desktop and printer will add 6 data jacks.
Phones	\$ 1,050.00	For 3 phone lines
Furniture	\$ 500.00	1 detective desk
<b>Total</b>	<b>\$ 37,900.00</b>	

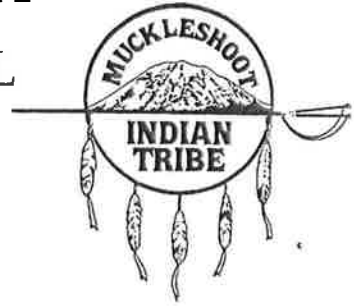
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# MUCKLESHOOT TRIBAL COUNCIL

39015 172nd Avenue S.E. • Auburn, Washington 98092-9763  
(253) 939-3311 • Fax (253) 931-8570



RESOLUTION NO. 11-135

## TO APPROVE A MEMORANDUM OF AGREEMENT BETWEEN THE KING COUNTY SHERIFF'S OFFICE AND THE MUCKLESHOOT TRIBE RELATING TO FACILITY CHARGES AND CREDITS

WHEREAS, the Muckleshoot Indian Tribal Council is the duly constituted governing body for the Muckleshoot Indian Reservation by the authority of, and is herein acting solely pursuant to, its constitution and by-laws approved May 13, 1936, by the Secretary of the Interior, and as amended June 28, 1977, and not pursuant to its Indian Reorganization Act Corporate Charter ratified October, 31, 1936; and

WHEREAS, the Muckleshoot Tribe and King County have entered into an agreement whereby the King County Sheriff's Office provides enhanced law enforcement services through the staffing of the Muckleshoot Police Department; and

WHEREAS, the King County Sheriff's Office is closing the Maple Valley precinct and desires to have some of its personnel housed at the Tribe's police department facilities; and

WHEREAS, it is in the interest of the Tribe to make the facilities available in order to further enhance law enforcement capabilities on the Muckleshoot Reservation;

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Muckleshoot Indian Tribe that the attached Memorandum of Agreement between the King County Sheriff's Office and the Muckleshoot Tribe Relating to Facility Charges and Credits is hereby approved, and the Chairperson of the Tribal Council, or, in her absence, the Vice-Chairperson, is hereby authorized to execute the original of the attached Agreement;

NOW THEREFORE BE IT FURTHER RESOLVED that the Chairperson of the Tribal Council or, in the absence of the Chairperson, the Vice-Chairman, is hereby authorized to sign, execute and negotiate all contracts, agreements and amendments thereto on behalf of the Tribe without further adoption of a resolution in the securing and performance of this activity throughout its duration provided that such authorization does not exceed the specific intent and terms of the aforementioned document and/or activity, and is executed in compliance with all applicable

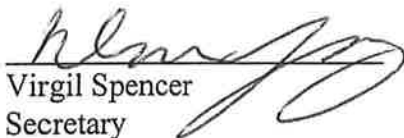
Resolution No. 11-135

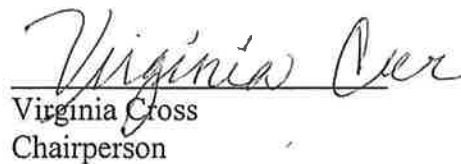
Page - 1

Tribal, federal and other ordinances, laws, regulations, policies and procedures.

### CERTIFICATION

As Secretary of the Muckleshoot Indian Tribal Council, I hereby certify that the above resolution was adopted at a regular meeting of the Tribal Council on the 24<sup>th</sup> day of June, 2011, held on the Muckleshoot Indian Reservation, Auburn, WA, at which a quorum was present by a vote of 5 for, 0 against, and 0 abstentions.

  
Virgil Spencer  
Secretary

  
Virginia Cross  
Chairperson

Resolution No. 11-135  
Page - 2

**Memorandum of Agreement between the  
King County Sheriff's Office  
and the  
Muckleshoot Tribe  
Relating to Facility Charges and Credits**

This is a Memorandum of Agreement ("MOA") between King County (the "County") and the Muckleshoot Indian Tribe (the "Tribe") (collectively, the "Parties") relating to the housing of unincorporated King County Sheriff's Office ("KCSO") personnel in Tribe facilities, certain improvement costs associated therewith, and the resulting cost charges or credits applied to Tribe Cost Exhibits, as defined in the Agreement between King County and the Muckleshoot Indian Tribe Relating to Law Enforcement Services (the "Agreement"), beginning in the 2011 Exhibit cycle.

**WHEREAS**, this effort is part of an organizational restructuring of KCSO in which existing Kenmore and Maple Valley precinct locations will be consolidated into a new "East Precinct Command Center" located in Sammamish City Hall.

**WHEREAS**, several partner cities and the Tribe have additionally been designated as KCSO substations from which KCSO personnel will continue to serve the residents of unincorporated areas.

**WHEREAS**, this organizational restructuring will provide a public benefit to the Tribe and residents of unincorporated King County.

**WHEREAS**, KCSO and the Tribe have a formal partnership agreement for law enforcement services under the Agreement.

**WHEREAS**, this MOA memorializes the shared arrangement under which the Tribe and KCSO will house personnel serving unincorporated areas in Tribe facilities and determine the resulting cost charge or credit to the Tribe.

**THEREFORE**, in furtherance of the aforementioned consideration, the Parties agree as follows:

1. **TERM:** Either the Tribe or the County may terminate this MOU upon providing the other with twelve (12) months advance written notice.
2. **USE OF FACILITY:** The County shall use the facility as a permanent location for assigned officers as long as this agreement is in effect. The Tribe agrees to provide the County with access to the Facility. The Tribe shall be responsible for maintenance and repair of the Facility, which costs shall be included in the cost calculations provided for in Section 3 below.
3. **CREDIT FOR COUNTY USE OF TRIBE FACILITY:** The Parties agree on a methodology for determining the number of KCSO personnel designated to share the Facility which is described as set forth in Exhibit A, attached hereto and incorporated herein, the appropriate square footage allotments, the cost per square foot charges, and resulting credit shall be calculated as provided in Exhibit A, attached hereto and incorporated herein.
4. **IMPROVEMENTS TO TRIBE FACILITIES:** The County, at its sole cost and expense, will provide necessary furnishings, and equipment as needed for unincorporated KCSO staff assigned to the Facility. The County will further pay to the Tribe up to \$5,899 as a cost reimbursement for certain improvements made by the Tribe to the Facility, which improvements are provided in Exhibit A attached hereto and incorporated herein.
5. **COMPLIANCE WITH APPLICABLE LAWS:** The Tribe shall comply with all applicable laws, ordinances and regulations in using funds provided by the County for the improvements to the Facility provided in Exhibit A, including, to the extent applicable, those related to "public works," payment of prevailing wages and competitive bidding of contracts. The Tribe agrees to indemnify, defend and hold harmless the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to the construction of improvements to the Facility.
6. **COST EXHIBIT B CHARGE/CREDIT:** The charge or credit to the Tribe after calculations have been made as provided in Exhibit A will be reflected on Exhibit B to the Agreement and will be revised on an annual basis as needed.
7. **INDEMNIFICATION:** The County and the Tribe mutually agree that in any and all causes of action and/or claims, arising under the terms, activities, use and /or operations of this MOA, each party shall be responsible to the other only to the extent of its comparative fault in causing the alleged damages or injuries. Each party agrees to defend, indemnify and release the other party from any and all costs, causes of action and/or claims arising from the sole negligence of the indemnifying party. The Parties specifically and expressly intend to waive each party's immunity under industrial insurance, Title 51 RCW, with respect to the other

party only and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnifying party's employees. This waiver has been mutually negotiated.

IN WITNESS WHEREOF, the Parties have executed this MOA.

KING COUNTY

MUCKLESHOOT TRIBE

---

Steve Salyer  
Manager, Real Estate Services  
Facilities Management Division

Date: \_\_\_\_\_



Virginia Cross, Tribal Council Chairperson

Date: July 28, 2011

# EXHIBIT A

An exhibit to the "Memorandum of Agreement between the King County Sheriff's Office and the Muckleshoot Tribe Relating to Facility Charges and Credits"

Summary of charges and credits relating to the East Precinct facility move			
Adjustment Type	Current	With Sammamish Precinct	Estimated Savings
Current Precinct Charge	NA		
Ongoing Credit	\$ -	\$ (2,640.00)	\$ (2,640.00)
<i>Net Impact (Savings)</i>	\$ -	\$ -	\$ (2,640.00)

Shared space credit for Unincorporated KCSO personnel designated to share the Tribe facility				
Personnel type	Calculated credit	Number of personnel	Calculation detail	Calculation methodology
Patrol deputy	\$ 2,640.00	6	(66 SF) X (6) / (3) X (\$20 PSF)	(66 square feet) X (# patrol assigned) / (3 shifts) X (lease or market rate)
Patrol sergeant	\$ -	0	(66 SF) X (0) / (3) X (\$20 PSF)	(66 square feet) X (# patrol sgts assigned) / (3 shifts, but min 1 desk) X (lease or market rate)
Detectives /Prof Staff	\$ -	0	(66 SF) X (0) X (\$20 PSF)	(66 square feet) X (# staff assigned) X (lease or market rate)
<b>Total</b>	<b>\$ 2,640.00</b>	<b>6</b>		

Notes:

1) A uniform credit based on a standard cubicle size (55 sq. ft.) plus 20% for shared space.

2) Deputies divided by 3 for shifts.

Summary of Improvements made to Tribe facility	
Category	Cost
Data	\$ 5,899.00
	County paid for fiber optic cable pull to new Muckleshoot Police Department Facility in March 2011.
<b>Total</b>	<b>\$ 5,899.00</b>

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8/31/2011

**T1**

Sponsor: \_\_\_\_\_

Proposed No.: 2011-0232

1 **TITLE AMENDMENT TO PROPOSED ORDINANCE 2011-0232, VERSION 1**

2 On page 1, beginning on line 1, strike everything through page 1, line 7, and insert:

3 "AN ORDINANCE relating to agreements between King  
4 County and the cities of Covington, Kenmore, Maple  
5 Valley and Newcastle and the Muckleshoot Tribe, for  
6 occupancy of certain facilities and improvements thereto in  
7 city police departments to accommodate sheriff's personnel  
8 in providing service to the unincorporated area."

9 **EFFECT: Amends the title to reflect Amendment 1**