



# MUCKLESHOOT TRIBAL COUNCIL

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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;

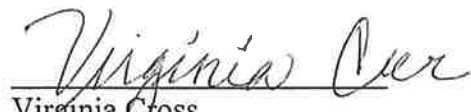
NOW THEREFORE BE IT FURTHER RESOLVED that the Chairperson of the Tribal Council or, in the absence of the Chairperson, the Vice-Chairman, is hereby authorized to sign, execute and negotiate all contracts, agreements and amendments thereto on behalf of the Tribe without further adoption of a resolution 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

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

**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.

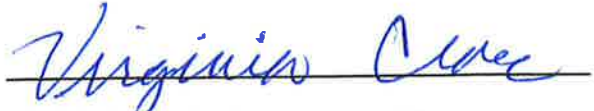
KING COUNTY

MUCKLESHOOT TRIBE

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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 cubic 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
<b>Total</b>	<b>\$ 5,899.00</b>

County paid for fiber optic cable pull to new Muckleshoot Police Department Facility in March 2011.