

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

**Attachment D
September 7, 2011**

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

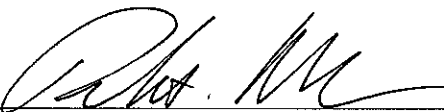
specifically and expressly intend to waive each party's immunity under industrial insurance, Title 51 RCW, with respect to the other party only and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnifying party's employees. This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