

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

This is a Memorandum of Agreement ("MOA") between King County (the "County") and the City of Woodinville (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 Woodinville Relating to Law Enforcement Services (the "ILA"), beginning in the 2012 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, which costs shall be included in the cost calculations provided for in Section 3 below. The County shall be responsible for any damage 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, will provide necessary furnishings, and equipment as needed for unincorporated KCSO staff assigned to the Facility. The County will further pay to the City up to \$57,491 as a cost reimbursement for certain improvements made by the City to the Facility, which improvements are provided in Exhibit B attached hereto and incorporated herein.
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 B, 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 the Exhibit B to the ILA and will be revised as on an annual basis in accordance with the terms set forth in Exhibit A to this agreement.

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 WOODINVILLE



Steve Salyer
Manager, Real Estate Services
Facilities Management Division

Rich Leahy, City Manager

Date: 10/28/2011

Date: _____

An Exhibit B to the “Memorandum of Agreement between the King County Sheriff’s Office and the City of Woodinville Relating to Facility Charges and Credits”

Tenant Improvements:

Tenant Improvements to the Premise shall consist of the following items (below) with construction to be performed by the City of Woodinville subject to reimbursement from King County at its sole expense. The City of Woodinville shall retain final authority to approve, prior to commencement, all work done to City premises. Modifications to the existing project plan must be jointly approved by the City of Woodinville and King County.

| Item | Improvement | Estimated Cost |
|-------------|--|-----------------------|
| A | Improved security - secure entry and doorway. Electronic card access at front entrance. | \$17,300 |
| B | Secure evidence room - secure evidence door entry. Cover windows and security mesh in ceiling. HVAC balancing if needed. | \$3,700 |
| C | Gun locker from Precinct | 0 |
| D | Add a BAC Machine | \$1,000 |
| E | Design / Overhead | \$12,938 |
| F | T I Contingency | \$13,464 |
| G | Data connection increased by 24 data ports. Separate I-net connection | 0 |
| H | Sales Tax | \$3,089 |
| I | Project Contingency | \$6,000 |
| | Total | \$57,491 |

The bid process for design and for construction may begin immediately following signatures of both parties to this Memorandum of Agreement.

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

| Summary of charges and credits for the East Precinct facility move - 2012 Proposed | |
|--|-------------------|
| Adjustment Type | Amount |
| Current Precinct Charge ¹ | \$ 4,322 |
| Ongoing Credit ² | \$ (12,100) |
| Net City of Woodinville Impact (Credit) | \$ (7,778) |

| Shared space credit for Unincorporated KCSO personnel designated to share the City facility | | | |
|---|-------------------|---------------------|-----------------------------------|
| Personnel type | Calculated credit | Number of personnel | Calculation detail |
| Patrol deputy | \$ 6,292 | 13 | (66 SF) X (13) / (3) X (\$22 PSF) |
| Patrol sergeant | \$ 1,452 | 2 | (66 SF) X (2) / (3) X (\$22 PSF) |
| Detectives / Prof Staff | \$ 4,356 | 3 | (66 SF) X (3) X (\$22 PSF) |
| Total | \$ 12,100 | 18 | |

Notes:

¹ Current Precinct charge to cities 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

² Shared space credit for housing County FTEs: A uniform credit based on a standard cubicle size (55sf) plus 20% for shared space. Deputies / Sgts divided by 3 for shifts.

Terms:

- 1) The credit shall be calculated annually from January 1 to December 31 of each year. If the shared operation begins after January 1, 2012, the credit shared be prorated by the annual cost, divided by 365 days, multiplied by the remaining number of days in the year.
- 2) The annual credit shall be adjusted, according to the credit methodology above, with the addition or subtraction of unincorporated KCSO staff in the city premise. Mid-year adjustments shall be prorated by the annual cost, divided by 365 days, multiplied by the remaining number of days in the year.
- 3) The credit shall be inflated annually based on the CPI-U West Index from Aug to Aug.