

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RENTON
AND KING COUNTY RELATING TO THE USE OF PORTIONS OF
RENTON FIRE STATION NO. 16 BY THE KING COUNTY SHERIFF'S OFFICE**

THIS Memorandum of Understanding ("the Agreement") is entered into by and between KING COUNTY, a political subdivision of the State of Washington (hereinafter referred to as "King County"), and the CITY OF RENTON, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as "Renton") and in conformity with Chapter 39.34 RCW, for the use of a portion of the public areas of Renton Fire Station No. 16, commonly located at 12923 156th Ave SE, Renton, Washington 98059-8515 ("the Premises").

RECITALS

WHEREAS, King County currently operates and maintains its own King County Sheriff's Department to provide law enforcement and other services incidental to the protection of persons and property in King County in areas adjacent to the corporate limits of Renton; and

WHEREAS, King County has requested the use of a portion of public areas of Renton Fire Station No. 16 to permit its law enforcement officers to complete paperwork, return telephone calls and to store necessary forms in a locked, two drawer file cabinet to be provided by the King County Sheriff's Department; and

WHEREAS, such use by King County of public areas within Renton Fire Station No. 16 will not conflict with the building's principal use and purpose as a facility for Renton to operate its own professional fire fighting service and storage and use of necessary and required fire apparatus and equipment; and

NOW THEREFORE, in consideration of the following recitals and the mutual promises and covenants contained herein, it is agreed as follows:

AGREEMENT

1. Purpose of the Agreement. This Agreement is entered into for the express purpose of allowing the King County Sheriff's Office to use a portion of public areas of the Premises to permit its law enforcement officers to complete paperwork, return telephone calls and to store necessary forms in a locked, two drawer file cabinet to be provided by the King County Sheriff's Office.

2. Duration and Termination. The initial term of this Agreement shall begin upon execution by both parties and extend until termination. Either party may terminate this Agreement by providing written notice of such intent to terminate at least thirty (30) days prior to the termination date.

3. Premises. Renton will retain all right, title, interest and occupancy in the Premises. King County shall be permitted to use public areas of the station solely for purposes associated with law enforcement limited to completion of paperwork, returning telephone calls, and storing necessary forms in a locked, two drawer file cabinet provided by the King County Sheriff's Department. The premises shall not be used for meetings or appointments with citizens or members of the public and law enforcement officers of the King County Sheriff's Office.

4. Fees and Reimbursements. Renton will provide the use of the public areas of the Premises at no cost to King County for the duration of this Agreement. All expenses related to King County's use of the Premises shall be the responsibility of King County.

5. Indemnification. King County agrees to and shall hold harmless, defend and indemnify Renton and its officers, agents and representatives, from and against any liability and damages, and claims of such liability and damages arising out of or in connection with performance of this Agreement and/or use of the Premises referenced in paragraph 3 above by King County, except to the extent that the same is caused by the negligence of Renton or its officers, agents and representatives to be indemnified under this Section. No claim or litigation shall be settled without prior approval of Renton.

King County further agrees to indemnify Renton against any claims growing out of this agreement brought against it by any King county employees despite the immunities provided by RCW Title 51.

This Section shall remain in force despite termination or expiration of this Agreement with respect to acts and/or omissions occurring before termination of this Agreement (whether by expiration of the term or otherwise).

6. Insurance.

The City of Renton acknowledges, agrees and understands that King County is self-insured for all of its liability exposures. King County agrees, at its own expense, to maintain through its self-insurance program coverage for its liability exposures for the duration of this Agreement. King County agrees to provide The City of Renton with at least 30 days prior written notice of any change in King County's self-insured status and upon request will provide The City of Renton with a letter of self-insurance as adequate proof of insurance.

7. Dispute Resolution, Venue and Governing Law. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, resolution shall be sought by the respective City Administrator and respective representatives of the King County Sheriff's Office within thirty (30) days from the date of a written request by either party hereto, and if unsuccessful, then the parties agree to submit the dispute to non-binding mediation/dispute resolution, the cost of which shall be borne equally by the parties hereto. Venue for any action relating to enforcement of this Agreement shall be solely in Thurston County Superior Court. This agreement shall be governed by the laws of the State of Washington.

8. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of King County an employee of Renton, and vice versa, for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded to either party's employee by virtue of their employment. At all times pertinent hereto, employees of King County are acting as King County employees and employees of Renton are acting as Renton employees.

9. Partial Invalidity and Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

10. Assignability. The rights, duties and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

11. No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

12. Entire Proposal. This proposal constitutes the entire proposal between the parties hereto and no other proposals, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes in this Agreement. Proposed changes, modifications or amendments that are mutually agreed upon shall be incorporated by written amendment hereto and become part of this Agreement when signed and executed by the parties hereto.

13. Duplicate Originals. This Agreement shall be executed with duplicate originals, with each duplicate original having the same force and effect as the other.

AGREED TO THIS _____ day of _____, 2012.

CITY OF RENTON

Dennis Law
Dennis Law, Mayor 5-14-2012

Mark Peterson
Mark Peterson, Fire Chief/Emergency
Services Administrator

Approved As To Form: March 16, 2012

Lawrence Warner
Larry Warren, City Attorney

Attest:

Bonnie I. Walton
City Clerk Bonnie I. Walton
5-14-2012

KING COUNTY

Steven Strachan
Steven Strachan, King County Sheriff's
Office

Approved As To Form: ~~March 16~~, 2012

June 4
Patty Shelledy
Patty Shelledy, KCSO Legal Advisor

