

Memorandum of Understanding

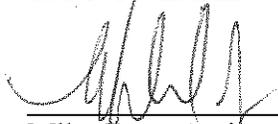
This Memorandum of Understanding is between the City of Lakewood, hereafter referred to as "The City" and the Child Protective Services hereafter referred to as "CPS".

The parties agree to the following:

1. Premises- The City allows CPS the use of two work stations located in the Violent Crimes Section, Criminal Investigations Division of the Lakewood Police Department, access and egress areas, and the lavatories therein (subsequently referred to as the premises) at 9401 Lakewood Drive SW; Lakewood, WA 98499.
2. Use of Premises:
 - A. The premises shall be used as a CPS field office and for no other purpose without prior written consent of The City.
 - B. CPS shall comply with all Federal, State, and local laws, regulations, and executive orders relating to its occupancy of the premises.
 - C. All CPS information will be disseminated in accordance with its policy and practices.
 - D. The City recognizes that CPS cannot act as agents of the Lakewood Police Department (LPD) and CPS cannot rely upon The City or LPD to perform duties and tasks that are normally the responsibility of CPS.
 - E. CPS shall not allow the use of the premises for any illegal purpose.
3. Term: This agreement shall begin upon the signature of both parties and run for a term of one year. The terms of this agreement will automatically renew between The City and CPS at the end of the term if further occupancy is desired by both parties unless the agreement is modified or terminated in writing before the term expires. CPS agrees to vacate within 30 days of written notice.
4. Insurance: The State of Washington and its agencies, including CPS, are self insured except as outlined in Section 43.19.361 of the Revised Code of Washington. This agreement is excluded from statutory exceptions, and therefore, The City shall not require general liability and property damage insurance.
5. Liability: Each party shall be liable for the consequences of an act or failure to act by its agency, employees, and/or its invitees. Each party shall be responsible for any damages arising from the negligence of its employees.
6. Utilities: The City shall be responsible for providing all utility services to the premises.
7. Access: CPS, its employees, and its invitees shall have access to the described premises with prior coordination with a supervisor in the Special Assault Unit of LPD. LPD may have access to the office space for operational needs and maintenance, whether routine or emergency.

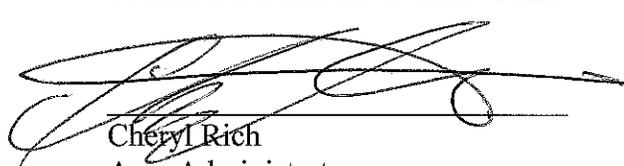
8. Construction- CPS shall coordinate with a LPD supervisor or maintenance supervisor to make any alterations in the work place.
9. Notification/Communication- If either party to this agreement discovers a problem with the agreement or the activities of the other party, it is agreed that prompt notification occur to accommodate resolution or prevent conflict. CPS contact will be David A. Raines or his replacement at 253-983-6165 or email raid300@dshs.wa.gov.
10. Conditions of the premises- CPS has inspected the premises and accepts its condition in the present state.
11. Telephone and Computer Lines- The City will provide all telephone and computer lines for CPS. The City will furnish the telephone however; CPS will be responsible for providing all computers, printers, and faxes.
12. Office Supplies and Equipment – CPS will provide its own office supplies with the understanding that the assigned Social Workers may require incidental use of supplies with the permission and at the discretion of the Special Assault Unit Supervisor. CPS will provide its own cell phones, computers, and computer printer(s). CPS will also provide for the maintenance of said computer equipment and Department supplied communication equipment.
13. Working Relationship – The goal of the partnership between the City and CPS is to allow LPD and CPS to work collaboratively on cases that the respective agencies have in common. In addition, clear lines of communication between LPD and CPS shall be established so that investigations can be conducted in a timely manner and redundancy can be reduced or eliminated.

CITY OF LAKEWOOD


 5-5-11

 Mike Zaro, Assistant Chief
 Lakewood Police Department

CHILD PROTECTIVE SERVICES



 Cheryl Rich
 Area Administrator
 Child Protective Services
 Department of Social and Health Services

Attest:


 5-16-11

 Alice M. Bush, MMC, City Clerk

Approved as to form:



 Heidi Ann Wachter, City Attorney