



**Metropolitan King County Council  
Law, Justice, Health and Human Services Committee**

**STAFF REPORT**

<b>AGENDA ITEM:</b>	<b>10</b>	<b>DATE:</b>	<b>March 10, 2009</b>
<b>PROPOSED ORDINANCE</b>	<b>2009-0138</b>	<b>PREPARED BY:</b>	<b>Clifton Curry</b>

**SUBJECT:** AN ORDINANCE authorizing the county executive to execute an interlocal agreement between King County and the Central Puget Sound Regional Transit Authority for full-time transit police services.

**SUMMARY:** The King County Sheriff's Office (KCSO) provides law enforcement services to unincorporated King County and, through contracts, to cities, Metro Transit, the King County Airport, Indian Tribes, the King County Housing Authority, the federal government, and school districts. The sheriff also contracts with cities, and other agencies, for specialized police services including specialized patrols and targeted law enforcement. These contracts for police service enhancements recover the full costs of providing the services.

This proposed Ordinance would authorize the sheriff's office to provide full time law enforcement services to the Central Puget Sound Regional Transit Authority (Sound Transit). In addition to establishing costs and policies for Sound Transit to purchase full time Sheriff's Office services, this proposed Ordinance adopts the agreement that establishes a framework by which Sound Transit can share services with King County Metro Transit to improve the cost and operational effectiveness of both entities. The agreement is estimated to generate about \$4.7 million in 2009.

**Background.** The sheriff's office is the police agency for the county Metro Transit system. To adequately provide security to the county's bus passengers, employees and transit property, the sheriff's office has established a "transit police department" with a 47-member team that includes a chief, a captain, supervisors, detectives, deputies, bicycle emphasis team and dispatchers. In January of 2007, the most recent two additions to the Metro Transit Police force included a dedicated Bomb Technician and a trained "explosives and firearms" dog. In addition, the Metro Transit police are also supported by off-duty Seattle Police Officers.

This proposed Ordinance authorizes the establishment of Sound Transit Police Department, to ensure an environment in which customers feel safe and confident to ride the Sound Transit system, which connects major regional job and housing centers in King, Pierce, and Snohomish counties, and sees nearly 14 million riders each year. The role and responsibility of Sound Transit Police, in partnership with local agencies, is to enhance law enforcement services for all Sound Transit facilities, ensuring the security and safety of persons and property. While local law enforcement will continue to address crime problems within their jurisdictions, Sound

Transit Police resources will emphasize specific law enforcement issues directly affecting the riding public.

In 2008, Sound Transit initially contracted for a police chief position from the sheriff's office to guide Sound Transit through the process of developing a police department, including the selection of an administrative sergeant, a patrol sergeant, and three initial deputies to serve the department. This initial development will be followed by the assignment of two detectives, three more patrol sergeants, and 19 additional deputies in 2009.

According to materials provided with this Ordinance, the Sound Transit Police will initially focus on policing the Sounder Commuter Rail line, which currently connects Everett with Tacoma via Seattle, but will extend even further south to Lakewood by 2012. Beginning in 2009, the department will also police the new Link Light Rail line, which by 2016 will connect the University of Washington district with SeaTac Airport.

The contract will result in revenue of more than \$4.6 million in 2009, and increasing amounts in future years of the contract. The contract provides for full reimbursement according to costs and methodologies established in the Sheriff's Office cost book.

**ATTACHMENTS:**

1. Executive Letter of Transmittal
2. Proposed Ordinance 2009-0138
3. Fiscal Note
4. Agreement between King County and Sound Transit



**King County**

**Ron Sims**  
King County Executive  
701 Fifth Avenue, Suite 3210  
Seattle, WA 98104  
**206-296-4040** Fax 206-296-0194  
TTY Relay: 711  
www.kingcounty.gov

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CLERK  
KING COUNTY COUNCIL

**2009-138**

February 18, 2009

The Honorable Dow Constantine  
Chair, King County Council  
Room 1200  
COURTHOUSE

Dear Councilmember Constantine:

The enclosed agreement and ordinance, if approved, will allow the Sheriff's Office to provide full time law enforcement services to the Central Puget Sound Regional Transit Authority (Sound Transit). In addition to establishing costs and policies for Sound Transit to purchase full time Sheriff's Office services, this agreement also establishes a framework by which Sound Transit can share services with King County Metro Transit to improve the cost and operational effectiveness of both entities.

The overall goal of this project is to ensure an environment in which customers feel safe and confident to ride the Sound Transit system, which connects major regional job and housing centers in King, Pierce, and Snohomish counties, and sees nearly 14 million riders each year. The role and responsibility of Sound Transit Police, in partnership with local agencies, is to enhance law enforcement services for all Sound Transit facilities, ensuring the security and safety of persons and property. While local law enforcement will continue to address crime problems within their jurisdictions, Sound Transit Police resources will emphasize specific law enforcement issues directly affecting the riding public.

In 2008, Sound Transit initially purchased a police chief to guide Sound Transit through the process of developing a police department, including the selection of an administrative sergeant, a patrol sergeant, and three initial deputies to serve the department. This will be followed by the purchase of two detectives, three more patrol sergeants, and 19 additional deputies in 2009.

The Honorable Dow Constantine  
February 18, 2009  
Page 2

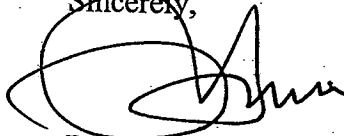
The Sound Transit Police will initially focus on policing the Sounder Commuter Rail line, which currently connects Everett with Tacoma via Seattle, but will extend even further south to Lakewood by 2012. Beginning in 2009, the department will also police the new Link Light Rail line, which by 2016 will connect the University of Washington district with SeaTac Airport.

This contract benefits the agencies involved and efficiently leverages public dollars by sharing the cost of transit police services provided throughout King County. Additionally, both Metro Transit and Sound Transit will be able to have better communication and coordination of transit police activities by being served by the Sheriff's Office. This will result in better services being provided for those living, working, and transiting through King County.

We respectfully request that the council approve this ordinance so that the county can receive revenue of more than \$4.6 million in 2009, and more in future years of the contract. The contract provides for full reimbursement according to costs and methodologies established in the Sheriff's Office cost book.

Should you or any of your staff have questions concerning this legislation, please contact Captain Shawn Ledford, Contract Services, King County Sheriff's Office, at 206-296-4183.

Sincerely,



Ron Sims  
King County Executive

Enclosures

cc: King County Councilmembers  
    ATTN: Tom Bristow, Chief of Staff  
          Saroja Reddy, Policy Staff Director  
          Anne Noris, Clerk of the Council  
          Frank Abe, Communications Director  
Bob Cowan, Director, Office of Management and Budget (OMB)  
Krista Camenzind, Budget Supervisor, OMB  
The Honorable Susan Rahr, King County Sheriff  
Captain Shawn Ledford, Contract Services, King County Sheriff's Office (KCSO)  
DeWayne Pitts, Chief Financial Officer, KCSO



KING COUNTY  
Signature Report

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

February 25, 2009

Ordinance

Proposed No. 2009-0138.1

Sponsors Lambert

1 AN ORDINANCE authorizing the county executive to  
2 execute an interlocal agreement between King County and  
3 the Central Puget Sound Regional Transit Authority for  
4 full-time transit police services.

6 STATEMENT OF FACTS:

- 7 1. Central Puget Sound Regional Transit Authority, also known as Sound
- 8 Transit, desires to provide full-time transit police services to support the
- 9 Sound Transit security plan.
- 10 2. The county has the ability to provide those transit policing services.
- 11 3. Services will be provided beginning July 1, 2008.
- 12 4. Participation in the agreement is to the benefit of the citizens of King
- 13 County.

14 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY

15 SECTION 1. The county executive is authorized to execute an agreement,

16

**Ordinance**

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17 substantially in the form attached to this ordinance, with Sound Transit for full-time  
18 transit police services.  
19

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Dow Constantine, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Ron Sims, County Executive

**Attachments**      A. Agency Agreement Between King County and Sound Transit Relating to Transit Security and Law Enforcement Services

FISCAL NOTE

Ordinance/Motion No. 00-	
Title:	Sound Transit Overtime Contract Expansion
Affected Agency and/or Agencies:	King County Sheriff's Office
Note Prepared By:	Jason King
Note Reviewed By:	Kate Davis

**Impact of the above legislation on the fiscal affairs of King County is estimated to be:**

This is a contract between the King County Sheriff's Office and Sound Transit to provide transit security on Link Light Rail and at Sound Transit facilities throughout the county. The contract includes 30.0 FTEs added over two years and is fully backed by revenues. The Sound Transit Board approved a three-year, \$16 million budget for this contract on June 12, 2008.

The contract adds 5.0 FTEs in 2008 to provide enhanced transit security for the Sounder Commuter Rail and various Sound Transit facilities in the region. An additional 25.0 contract FTEs are slated for 2009 to provide law enforcement security for the Link light rail system scheduled to begin operating in July 2009. Sound Transit Police will share communications and some supervision with Metro Transit Police to reduce costs and enhance operational capabilities of both agencies.

Expenditure authority for the initial 5.0 FTEs was added in 2008, and the remaining 25.0 FTEs were included in the Executive's 2009 Proposed Budget. 2009 revenues are based on the Sheriff's Office 2009 Proposed Contract Cost Book, and outyear revenues assume a 5% increase. Outyear expenditures vary between 5- 10% increase in 2010 (to reflect COLA and step progression of entry-level deputies) minus capital costs, and 5% thereafter.

**Revenue to:**

Fund/Agency	Fund Code	Revenue Source	2008	2009	2010	2011
Current Expense	0010	Sound Transit	\$ 249,114	\$ 4,655,897	\$ 4,888,692	\$ 5,133,126
TOTAL			\$ 249,114	\$ 4,655,897	\$ 4,888,692	\$ 5,133,126

\*Revenues are net of transfer to Metro Transit for shared services

**Expenditures from:**

Fund/Agency	Fund Code	Department	2008	2009	2010	2011
Current Expense	0010	Sheriff's Office (0200)	\$ 284,779	\$ 4,308,278	\$ 4,453,248	\$ 4,675,911
			\$ 284,779	\$ 4,308,278	\$ 4,453,248	\$ 4,675,911

**Expenditures by Categories\*\***

	2008	2009	2010	2011
Salaries & Benefits	\$ 184,366	\$ 3,472,070	\$ 3,819,277	\$ 4,010,241
Supplies and Services	\$ 25,413	\$ 217,160	\$ 228,018	\$ 239,419
Capital Outlay	\$ 75,000	\$ 250,000	\$ -	
Other	\$ -	\$ 369,048	\$ 405,953	\$ 426,250
TOTAL	\$ 284,779	\$ 4,308,278	\$ 4,453,248	\$ 4,675,910

\*\*Ongoing costs from 2009 ST Proposed Exhibit B and Capital Outlay from 2009 Proposed Budget





Attachment A  
2009-138  
COPY

**AGENCY AGREEMENT BETWEEN  
KING COUNTY AND SOUND TRANSIT  
RELATING TO TRANSIT SECURITY AND LAW ENFORCEMENT SERVICES**

**THIS AGREEMENT** is made and entered into by and between the Central Puget Sound Regional Transit Authority ("Sound Transit") and King County ("County"), a home rule charter county, a political subdivision of the State of Washington.

**IT IS THE PURPOSE OF THIS AGREEMENT** to establish costs, policies, and procedures that enable Sound Transit to purchase the services of and to utilize King County Sheriff's Office ("KCSO"), an office of King County, personnel in support of the Sound Transit security plan. The Sheriff's Office has appropriate jurisdiction and staffing to provide this service. Further, it is the purpose of this agreement to establish a framework by which Sound Transit may share services with King County Metro Transit ("Metro Transit"), a subdivision of the King County Department of Transportation, to improve the cost and operational effectiveness of both entities.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS**

**1. Statement of Work**

- A. Law Enforcement Services. The KCSO will make available to Sound Transit the law enforcement services listed in Exhibit A. Services will be made available through personnel dedicated to Sound Transit, personnel shared between Sound Transit and KCSO, and personnel shared between Sound Transit and Metro Transit.
- B. Administrative Services. The KCSO will provide the following, as they relate to police services provided under this agreement: legal advisor (e.g., public disclosure, response to claims, etc.), planning and statistics, mandatory training, accounting, payroll, personnel, labor relations, media relations, police radio maintenance, purchasing, records, inspections/internal investigations, and other services provided by other county agencies in support of the KCSO.
- C. Development of Law Enforcement Service Levels. Sound Transit will notify the KCSO of the amount and type of law enforcement services it wishes to purchase each year. However:
  - i. Sound Transit may request changes to its service level at any time by written request. KCSO will implement the change as resources are available, provided that the service change maintains an acceptable level to manage officer and public safety risk factors.
  - ii. Sound Transit shall, at a minimum, fund, a police chief/liaison position with a minimum rank of captain ("Police Chief/Liaison"). Sound Transit will select KCSO's Police Chief/Liaison from a list of interested and eligible persons provided by the King County Sheriff. The Police Chief/Liaison shall be responsible for the coordination of day-to-day security and supervision of assigned personnel provided by King County under this agreement, as provided for in Exhibit C.
  - iii. The mix of services provided will be reviewed by KCSO and Sound Transit six and 12 months from the date at which service is first provided.
- D. Coordination of Shared Services with Metro Transit Police. A Sound Transit Representative and the Sound Transit Police Chief shall work with the Metro Transit Police Chief and KCSO personnel to plan, recommend, and implement operational approaches that improve the cost effectiveness and efficiency of policing for both entities.
  - i. Sound Transit's Chief Executive Officer and Metro Transit's General Manager, or their respective designees, shall approve the degree, application, and type of service, including shared services.

- 7 008
- ii. This contract does not obligate Sound Transit or Metro Transit to a specific degree, application, or type of shared service with the other except that both parties agree to share KCSO communications and dispatch services.

## 2. Personnel

- A. Any agent, employee, subcontractor, or servant of either party who is engaged in the performance of this agreement shall continue to be an employee, agent, subcontractor, or servant of that party and shall not be considered for any purpose to be employee, agent, subcontractor, or servant of the other party. Each party will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this agreement.
- B. KCSO shall be solely responsible for all costs and liabilities associated with the salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the KCSO. All persons rendering service by KCSO under this agreement shall be employees of the KCSO.
- C. Aspects of Performance. KCSO shall govern all aspects of performance, and will perform services under this agreement in accordance with its standards of performance, training, and discipline. KCSO shall provide such written standards to Sound Transit upon execution of this agreement and shall provide amendments to such standards as they are made.
- D. Nothing in this contract precludes Sound Transit from contracting with other public and private security and law enforcement agencies to perform work in conjunction with KCSO police personnel within such agency's ability and jurisdiction.
  - i. Sound Transit agrees to confer with the King County Sheriff or his designee while negotiating such contracts for purposes including but not limited to ensuring coordination, providing effective service, adhering to labor agreements, and minimizing risk.
  - ii. KCSO is not responsible for supervising or coordinating work performed by other agencies unless otherwise agreed to in writing by all parties.
- E. Primacy of Assignment. While assigned to Sound Transit law enforcement services, KCSO personnel will be dedicated to their Sound Transit duties.
  - i. KCSO personnel assigned to Sound Transit may respond to a non-Sound Transit emergency involving an immediate threat to human life or property or when in fresh pursuit as defined in RCW 10.93.120.
  - ii. Sound Transit may agree to other non-emergency diversions by establishing cross-dispatch protocols and/or agreements with KCSO or Metro Transit.
  - iii. If a Sound Transit assigned officer works in an overtime capacity outside of Sound Transit, the KCSO shall not bill the overtime cost to Sound Transit.
- F. Absences. If a dedicated FTE is absent from an assigned shift, the Police Chief/Liaison may fill the position with an officer earning overtime pay, at Sound Transit expense.
  - i. If the absence is due to military leave of greater than 15 days per federal fiscal year, the employee will be transferred to a county assignment. The position may be filled with another officer or may remain vacant.
  - ii. If the absence is due to the officer's attendance at training required for the position, the cost of the absence and related backfill will be borne by Sound Transit.
- G. Vacancies. KCSO will provide FTEs for the dedicated positions requested by Sound Transit to the greatest degree possible, as resources are available.
  - i. The KCSO will strive to minimize the time Sound Transit positions are vacant.
  - ii. The KCSO will manage vacancies such that they are borne equitably across unincorporated areas and contract entities. The equitable distribution of assignments will include factors such

as the length of the vacancy, minimum staffing levels, size of contract department, and other mitigating elements.

- iii. When Sound Transit adds a new position, Sound Transit will specify an effective date for its request. KCSO will consider the position vacant beginning on that effective date, unless a recruit deputy is temporarily assigned for purposes of sharing training costs. KCSO personnel will be assigned per the terms above on a date after the effective date.
  - iv. Sound Transit will pay the cost of a position while it is vacant, but will receive a credit for vacant positions through the reconciliation process described in section 4.
- H. Length of assignment. KCSO staff requesting assignment to Sound Transit will make a two-year commitment to work as a member of the Sound Transit police force, except in cases of promotion or other special circumstances. Non-promotional special circumstances require the concurrence of the Sound Transit Chief Executive Officer or designee, Police Chief/Liaison, and applicable KCSO Division Chief.
- I. Training. KCSO will provide all training that is mandated by state or federal regulations for law enforcement officers. The KCSO will not provide training that is mandated only for transit law enforcement officers.
- i. Sound Transit may provide additional training for Sound Transit Police personnel, pending the pre-approval of the Police Chief/Liaison, or his/her designee. The cost of any such additional training, including overtime to backfill the position of a person attending such training, shall be borne by Sound Transit.
- J. Sound Transit may not make de facto promotions by its selection of personnel except in instances in which a pool of candidates is made available for selection by the KCSO.

### 3. Service Costs

#### A. Developing Service Costs.

- i. Service cost estimates shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, quartermaster, vehicle, overtime, supplies, services, systems services, insurance, equipment, estimated inflation and associated administrative costs.
- ii. Service costs shall not include the cost of services that are supported by a dedicated revenue source other than the County CX Fund, except for those services shared with King County Metro under this agreement. Additional services may be excluded from cost allocation at the discretion of the County. Sound Transit may review such exclusions at any time.
- iii. If Sound Transit disagrees with an inclusion or exclusion, such disagreement shall be handled through the Oversight Committee described in section 12.
- iv. KCSO will provide Sound Transit with a document or electronic file detailing the service costs bi-annually, with the proposed and adopted cost estimates.

#### B. Determining the Annual Cost

- i. KCSO will charge Sound Transit for services on the basis of service costs, full-time equivalent positions (FTE), or a pro rata share of a shared service, generally determined by a workload indicator, according to the cost basis shown on the Exhibit B. All proposed, final, or amended cost estimates will be referred to as the Exhibit B.
- ii. Proposed Cost Estimate. KCSO shall provide an estimate of the next year's costs in the form of a Proposed Exhibit B, by September 15 of the prior year.
  - (1) Sound Transit and Metro Transit shall transmit to KCSO by September 10 of each year of this agreement the amount and type of shared services and Sound Transit's share of these costs for inclusion by KCSO into the Proposed Exhibit B.
- iii. Adopted Cost Estimate. The KCSO shall revise the service costs and cost estimate, and provide such revisions in the form of an Adopted Exhibit B to Sound Transit by April 30 of each year. The revisions shall be based on KCSO's adopted budget for that year.

- iv. Final Cost Estimate. KCSO shall compare the total amount shown on the Adopted Exhibit B to the total amount shown on the Proposed Exhibit B. The parties agree to use the lesser of the two amounts as the annual estimate for the calculation of monthly payment in section 6.
- v. Sound Transit may confer with the KCSO at any time regarding police service costs and projections of future costs.
- vi. If Sound Transit changes service levels during the year, the KCSO shall prepare an Amended Final Cost Estimate in the form of an Exhibit B to reflect a change in the monthly payments for the remainder of the year.

**4. Reconciliation of Certain Actual Costs**

- A. This section applies only to the following:
  - i. Overtime, salary, duty pay, special pay, and benefit costs associated with dedicated police and dedicated support staff.
  - ii. Additional deputy overtime shown as a line item on the Exhibit B.
- B. KCSO shall provide a monthly report that will include current and year-to-date expenditures for overtime, salary, duty pay, special pay, and benefits of KCSO officers and other staff assigned to dedicated Sound Transit service under this agreement.
  - i. The report shall be provided to the Police Chief/Liaison no more than 31 days following the end of each month, except that the December report shall be delayed to accommodate year-end expenditures and shall be provided by March 15.
  - ii. If Sound Transit disagrees with KCSO's determination of expenditures, Sound Transit and the Police Chief/Liaison shall notify KCSO within 30 days of receiving the report. KCSO will provide Sound Transit with supporting documentation, and will work with Sound Transit to correct errors when they occur.
- C. No later than March 31 of each year, KCSO shall provide to Sound Transit a final report of the prior year's expenditures for overtime, salary, duty pay, special pay, and benefits of KCSO officers and other staff assigned to dedicated Sound Transit service under this agreement.
- D. The reconciliation adjustment shall be calculated by totaling the actual expenditures of overtime, salary, duty pay, special pay, and benefits of the KCSO officers and other staff assigned to dedicated Sound Transit service (but not including Discretionary Overtime provided under section 5), and comparing it to the budgeted amount in the Exhibit B for these expenditures.
  - i. Sound Transit will receive a credit or debit in subsequent monthly billings depending on whether actual cost is lower or higher than the Final Estimated Cost, respectively.

**5. Discretionary Overtime**

- A. It is the intent of Sound Transit and the KCSO to provide overtime when requested for special events and unusual occurrences if not otherwise provided for in the calculation of the Final Exhibit B. KCSO will bill Sound Transit for overtime requested in these categories at the actual overtime rate of the deputy(s) working.
- B. The Police Chief/Liaison is responsible for approving and coding all special event overtime forms, and for sending the forms to the KCSO Payroll Unit for processing.
- C. Sound Transit will pay KCSO the actual overtime cost for KCSO personnel.

**6. Billing Procedure**

- A. The King County Sheriff's Office shall submit monthly invoices to Sound Transit for one-twelfth of the estimated annual cost, as determined in section 3. KCSO shall provide the first bill after it provides the Adopted Exhibit B to Sound Transit. The first bill shall include the cost for each of the previous months of that year that have not yet been billed to Sound Transit.

- i. Invoices for Discretionary Overtime provided under Section 5 shall be billed separately.
- ii. Upon expiration of this agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date.

B. Invoices shall be sent to the following:

Sound Transit  
Accounts Payable  
401 S. Jackson Street  
Seattle WA 98104-2826

C. Payment to King County for approved and completed work will be made by Sound Transit within 30 days of receipt and approval of the properly documented invoice. Payments will be made payable to: King County Sheriff's Office, and will be mailed to the following:

KCSO Budget and Accounting  
Mail Stop KCC-SO-0100  
516 Third Avenue  
Seattle, WA 98104

## 7. Special Provisions

A. Sound Transit Police Facility. Sound Transit will provide, operate and maintain facilities to meet the space and security needs of permanently assigned KCSO personnel at Sound Transit's expense. The facility must meet or exceed all applicable county, state, and federal building codes and requirements.

## 8. Term and Termination

- A. The term of this agreement shall commence on July 1, 2008 and expire on December 31, 2011, with an option to extend to December 31, 2013 by mutual written agreement of the parties.
- B. Either party may terminate this agreement upon 12 months prior written notification to the other party. If this agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this agreement, or if either party violates any of these terms and conditions, the aggrieved party may avail itself to the dispute resolution process.

## 9. Records Maintenance

- A. The parties to this agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this agreement will be retained for six years after expiration of this agreement.
- B. Records and other documents, in any medium, furnished by one party to this agreement to the other party in accordance with this section, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## 10. Rights in Data

- A. Data developed under this agreement shall be owned by Sound Transit. Nonetheless, King County shall have a perpetual right of use of the data it collects in accordance with this agreement. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

## 11. Amendments

- A. This agreement may be amended only in writing and signed by personnel authorized to bind each of the parties.

## 12. Dispute Resolution

- A. In the event that a dispute arises under this agreement, the King County Sheriff and Sound Transit Chief Executive Officer shall attempt to reach a mutually agreeable resolution. In the event resolution cannot be reached, a Dispute Board shall determine it in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. Each party reserves the right to litigate issues and matters in court, de novo following a decision of the Dispute Board.
  - i. If the dispute concerns development of service costs, Sound Transit shall present the dispute to the Oversight Committee for resolution prior to invoking the Dispute Board.
- B. Sound Transit may participate in any or all of the following established contract review groups, or may meet with County or KCSO at any time.
  - i. Oversight Committee: The Oversight Committee consists of the chief executive officers, or their designees, of the parties that contract with the County for law enforcement services, the King County Sheriff, one person designated by the County Executive, and one person designated by the chair of the King County Council's Law, Justice and Human Services Committee, or its successor.
  - ii. Finance "Oyster" Committee: The Finance Committee consists of the chief financial officers, or their designees, of the parties that contract with the County for law enforcement services, the KCSO finance representative, and one person designated by the County Executive.
  - iii. Chiefs Committee: The Chiefs Committee consists of the police chiefs, or their designees, of the parties that contract with the County for law enforcement services and other KCSO representatives.

## 13. Governance

- A. In the event of an inconsistency in the terms of this agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
  - i. Applicable state and federal statutes and rules.
  - ii. Statement of work.
  - iii. Any other provisions of the agreement, including materials incorporated by reference.

## 14. Assignment

- A. The work to be provided under this agreement, and any claim arising out of this claim, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party.

## 15. Waiver

- A. A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement unless stated to be such in a writing signed by an authorized representative of the party.

#### **16. Severability**

- A. If any provision of this agreement or any provision of any document incorporated by reference is held to be invalid by a court of law, such invalidity shall not affect the other provisions of this agreement, if the remaining provisions conform to the requirements of applicable law and the fundamental purpose of this agreement.

#### **17. Party Representatives**

- A. Each party shall have a representative who shall be the contact person for all communications and billings regarding the performance of this agreement.

#### **18. Indemnification**

- A. To the maximum extent permitted by law, each party shall defend, indemnify and hold harmless the other party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property ("Claims"), which arise out of, are connected with, or are due to the negligent acts or omissions of the indemnifying party, its contractors, and/or employees, agents, and representatives in performing its obligations under this agreement. Each party's obligation hereunder applies only to the extent of the negligence of such party or its contractors, employees, agents, or representatives. In the event a party seeks indemnification as provided herein for a judgment entered in an action brought by an employee of the other party, the party from whom indemnification is sought agrees to waive, as to the other party only, any immunity it may have under RCW Title 51. The parties acknowledge that this waiver was the subject of negotiation. This waiver is limited to actions by and between Sound Transit and the County only and does not extend to the employees of either party. Sound Transit and the County expressly do not waive their immunity against Claims brought by their own employees.
- B. In executing this agreement, the KCSO does not assume liability or responsibility for or in any way release Sound Transit from any liability or responsibility which arises in whole or in part from the existence or effect of Sound Transit policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Sound Transit policy, rule or regulation is at issue, Sound Transit shall defend the same at its sole expense and, if judgment is entered or damages are awarded against Sound Transit, the KCSO or both, Sound Transit shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- C. KCSO shall defend, indemnify, and hold harmless Sound Transit and its officials, employees, and agents against any and all claims, demands, suits, actions, damages or liability initiated by KCSO employees (collectively "Claims") seeking damages or other relief for labor protections as provided to transit employees within Sound Transit's service area under 49 U.S.C. 55333(b) that are based upon a Sound Transit 13(c) agreement or arise out of, are connected to, or are materially related to the commencement, operation, modification, or termination of this agreement. KCSO's obligation shall apply whether the claim is brought against Sound Transit under a Sound Transit 13(c) agreement, or against King County under a King County 13(c) agreement, or against both.

#### **19. Federal Clauses**

- A. To the extent federal funds are utilized, KCSO shall comply with any applicable federal contract and funding requirements attached as Exhibit E.



The parties are signing this agreement on the date specified below their respective signatures.

Sound Transit

King County

\_\_\_\_\_  
Joni Earl  
Chief Executive Officer, Sound  
Transit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ron Sims  
King County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sue Rahr  
King County Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kevin Desmond  
General Manager, Metro  
Transit

\_\_\_\_\_  
Date

**APPROVED AS TO FORM  
ONLY:**  
Sound Transit Legal Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
**APPROVED AS TO FORM  
ONLY:**  
King County Prosecutor

\_\_\_\_\_  
Date

**Exhibit A: SERVICES**

Sound Transit agrees to maintain the following required services. The services may be provided through any negotiated combination of dedicated FTEs, shared FTEs, and overtime to achieve Sound Transit's goals.

- Police chief
- Police officers
- 9-1-1 communications and dispatch
- Investigator/detective
- Sergeant supervision of officers and detectives

**Services Available as Dedicated FTEs (full position only)**

- Police Chief (captain)
- Sergeant
- Investigator/detective
- Crime analyst
- Police officer

**Services Available as Shared Services through King County Metro**

- Sergeant supervision
- Support services (investigator/detective, crime analyst, and/or Metro Transit explosives detection K9 unit)
- Police officer
- 9-1-1 communications and dispatch

**Services Available on an Overtime Basis through King County Sheriff's Office**

- Police officer

**Services Available on a Per-Use Basis**

- Tracking and drug-detection K-9 units
- TAC-30/SWAT team
- Hostage negotiation
- KCSO investigative or specialty services
- KCSO explosives detection K9 unit

**Exhibit B: ANNUAL COST OF SERVICES**

## **Exhibit C: ROLES/RESPONSIBILITIES OF THE POLICE CHIEF / LIAISON**

### **Selection of the Police Chief/Liaison**

The Police Chief/Liaison shall be an employee of the KCSO with a rank of captain or higher. Sound Transit may select its chief from a list of interested and eligible persons provided by the King County Sheriff.

### **Duties of the Police Chief/Liaison**

Sound Transit shall determine and document the duties of the police chief, subject to applicable labor laws, labor agreements, and KCSO policies and procedures. Sound Transit shall provide such written duties to KCSO upon execution of this agreement and shall provide amendments to such duties as they are made.

Typical duties of police chiefs under the KCSO contract program include the following:

1. Subject to the approval of Sound Transit, developing goals and objectives.
2. Implementing transit policing policies, strategies and programs and, subject to the approval of Sound Transit, developing such new policies, strategies and programs as needed.
3. Assisting in developing annual budgets for transit police services.
4. Selecting the other commissioned personnel to assign to Sound Transit, after conferring with Sound Transit.
5. Notifying the Sound Transit Chief Executive Officer in the event of a significant criminal occurrence within Sound Transit.
6. Hiring a workforce of appropriately qualified personnel, establishing police service schedules, making assignments, and otherwise supervising all personnel assigned to transit police services.
7. Managing all personnel assigned to Sound Transit Police in compliance with all applicable federal, state, and local laws, ordinances, regulations, collective bargaining agreements, and grant agreements.
8. Working with Sound Transit to administer contracts with private firms and/or police agencies providing law enforcement or security services for Sound Transit.
9. Working with other law enforcement agencies on behalf of Sound Transit to share information and coordinate operations.
10. Coordinating and negotiating shared services with Metro Transit Police on behalf of Sound Transit.
11. Developing an annual Service Efforts and Accomplishments report.
12. Participate in regional policing forums including WASPC and KCPA.

### **Authority of the Police Chief/Liaison**

The Police Chief/Liaison shall have authority commensurate with his or her responsibility.

- A. Issues that fall within the purview of the Police Chief/Liaison
  1. Prioritization of reactive patrol time
  2. Awards Program
  3. Travel and Expense Guidelines
  4. False Alarm Ordinances/Response
  5. Impound Procedures
  6. Community Policing
  7. Crime Prevention Standards
  8. Additional Training
  9. Supplemental Reports
  10. Incident Notification Policies
  11. Job Description of Supplemental full-time employees (FTE's)
  12. Expenditure of the contracting entity's police budget
  13. Direct access to department support services
  14. Staffing assignments and deployment within confines of dedicated City positions
  15. Prioritize meeting attendance (meetings for the contracting entity take priority over county meetings; county meetings will be kept to a minimum and conducted as efficiently as possible)

16. Authorization of support services.
  17. Use of volunteers and volunteer programs (except reserve officer).
- B. Issues that must have input and approval from the King County Sheriff's Office
1. Accident Response Criteria
  2. Court Attendance Policies
  3. Call-out Procedures
  4. Uniform/Equipment/Vehicles (including appearance regulations)
  5. Reserve Program
  6. Communications Center Procedures
  7. Traffic Enforcement Policy and Procedures
  8. K-9 Response Policy
  9. Response Priorities
  10. Shift Hours
  11. Specialty Unit Personnel Selection (Street Crimes Units, Crime Prevention, etc.)
- C. Issues that fall within the purview of the KCSO and must be consistent between the King County Sheriff's Office and the contracting entities.
1. Pursuit Policy
  2. Seized Property
  3. Basic Skills Training
    - i) Emergency Vehicle Operations; Firearms (Include Reviews)
  4. Use of Force
  5. Off-Duty Work
  6. Field Training Officer Program
  7. Personnel Evaluation System/Annual Performance Evaluation
  8. Internal Investigations Unit Policies & Procedures
  9. Reporting Forms
  10. Hostage Negotiations and Tactical Team Deployment
  11. Alternative Work Schedules
  12. Standards of Conduct
  13. Arrest Warrant Policies
  14. Labor Contracts (4)
  15. Supervisory Standards
- D. Issues governed exclusively by KCSO policies & procedures:
1. DV Response
  2. Search & Rescue
  3. Civil Process
  4. Landlord - Tenant Policies
  5. Abandoned/Unclaimed Property
  6. Training
  7. Basic Law Enforcement Training Academy
  8. BAC - State
  9. First Aid - L&I
  10. CPR - L&I
  11. Computer Info Access Training
  12. Airborne/Bloodborne Pathogens
  13. OSHA/WSHA/EPA Requirements
  14. King County Code of Ethics
  15. Public Disclosure and Records
  16. Gun Permits and Concealed Pistol Licenses
  17. Federal Labor Standards Act
  18. Family Leave and Benefits Policies
  19. Americans with Disabilities Act
  20. Civil Service Rules

21. King County Career Service Rules
  22. EEOC Guidelines/Requirements
  23. Discipline
-

**Exhibit D: GLOSSARY**

<b>Term</b>	<b>Definition</b>
Absence	An absence occurs when the assigned person is not present to fulfill his or her duties for a period of time. Funds, in most cases, continue to be expended. Examples of absences include but are not limited to sick leave, vacation, FMLA, bereavement leave, training, and military leave.  If a position is "filled" with a recruit who is in the academy or in training, that person is considered absent from his or her position.
Alternative shift schedules	Subject to negotiation, this includes flex time (an employee's shift starting time may vary up to 4 hours from normal).
Backfill	Staffing a position with someone other than the normally scheduled deputy due to a planned or unplanned absence.
Benefits	Medical, dental, unemployment, A & D and life insurance, retirement plans, and vacation, sick and holiday pays.
Captain	Appointed by the Sheriff from a certified eligibility list provided by the King County Civil Service Commission and subordinate to the rank of Major.
Communications Center	Provides emergency telecommunications services between citizens and appropriate public safety agencies on a 24 hour a day basis. Call receivers dispatch sworn officers to calls for police services and take some types of incident reports via the telephone.
Cross-dispatching	An increased level of shared support (i.e., greater than mutual aid) provided among KCSO contract holders and other KCSO resources. Cross-dispatching allows for primary response and backup for calls that do not rise to the level of mutual aid response. The level of cross-dispatch (based on call priority) is set by the contract holder and must be equivalent between parties.
Dedicated	Positions that are dedicated are assigned to the contract entity, subject to mutual aid and cross-dispatching provisions.
Duty pay	Duty pay is additional pay for a specialty assignment, such as helicopter, bomb disposal, detective, motorcycle, scuba diver, K-9, TAC-30, patrol, clandestine drug lab team. Duty pay is negotiated in the labor agreement.
Entry-level deputy	A deputy in the academy or Phase II training. Not effectively present or assigned to the position.
Legal Advisor	Legal Advisor refers to the KCSO Legal Unit, which is responsible for the following work on behalf of the contract holders for any action that is related to law enforcement. <ul style="list-style-type: none"> <li>• Processing public disclosure for everything except incident reports.</li> <li>• Responding to subpoenas in both criminal and civil cases. <ul style="list-style-type: none"> <li>○ Documentation related to law enforcement actions.</li> <li>○ Photos, videos, records, BAC results, shooting &amp; driving review boards.</li> </ul> </li> <li>• Processing claims against the county and making recommendations to Risk Management.</li> <li>• Processing contracts and ordinances</li> </ul>
Mutual aid	Mutual law enforcement assistance includes, but is not limited to, one or more law enforcement agencies aiding or assisting one or more other such agencies through loans or exchanges of personnel or of material resources, for law enforcement purposes. Common practice dictates that each party maintains liability for its own personnel and costs.
Promotion	The movement of an employee to a higher rank.
Special pay	Special pays are provided to employees in addition to salary to reflect items such as longevity, education, holiday pay, and FTO pay.

Term	Definition
	<ul style="list-style-type: none"> <li>• Longevity pay: Additional pay given for length of service.</li> <li>• Educational incentive pay: Additional pay provided commensurate with an employee's education.</li> <li>• Field Training Officer (FTO) pay: Additional pay given to an experienced deputy with special training who trains and evaluates recruit officers.</li> </ul>
Transfer	Movement of an employee from one position to another position that has the same or comparable job classification and salary.
Vacancy	A position is considered vacant when no FTE is assigned.



## EXHIBIT E

### FEDERAL CLAUSES

#### A. NOTICES: FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

1. Applicability of Federal Grant Contract: This procurement may be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation (DOT), which incorporate the current FTA Master Agreement and Circular 4220.1E as amended. U.S. Department of Transportation's level of financial assistance may be between zero and eighty percent (0-80%). King County is required to comply with all terms and conditions prescribed for third party contracts under this agreement.

Federal laws, regulations, policies and administrative practices may be modified or codified after the date this agreement is established and may apply to this agreement. To assure compliance with changing federal requirements, Contract Award indicates that King County agrees to accept all changed requirements that apply to this agreement.

2. Incorporation of Federal Transit Administration (FTA) Terms: All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E as amended and the Master Grant agreement, are hereby incorporated by reference. Notwithstanding anything to the contrary in this agreement, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. King County shall not perform any act, fail to perform any act, or refuse to comply with any Sound Transit request that would cause Sound Transit to be in violation of the FTA terms and conditions.

#### B. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

1. It is Sound Transit's policy to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 Code of Federal Regulations (CFR) Part 26, have an equal opportunity to receive and participate in federal Department of Transportation-assisted contracts.
2. Pursuant to its Diversity Programs objectives and 49 CFR Part 26, Sound Transit promotes and encourages participation by DBEs on its contracts and agreements. To the extent that King County subcontracts any of its duties under this agreement, it shall afford DBEs an equal, non-discriminatory opportunity to compete for this opportunity, and shall ensure their proposed subconsultants also afford DBEs such opportunities. Any subcontract King County signs with a subconsultant must include the assurances in this paragraph.

#### C. FEDERAL CIVIL RIGHTS REQUIREMENTS

In addition to Sound Transit nondiscrimination requirements set forth above, the following federal requirements apply to the Contractor's performance under this agreement:

Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §

12132, and federal transit law at 49 U.S.C. § 5332, King County agrees that it will not discriminate against any person on the basis of race, color, creed, national origin, sex, age, or disability under any program or activity receiving federal financial assistance. In addition, King County agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

**Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this agreement:

1. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. § 5332, King County agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies. King County agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, King County agrees to comply with any implementing requirements FTA may issue.
2. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and federal transit law at 49 U.S.C. § 5332, King County agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, King County agrees to comply with any implementing requirements FTA may issue.
3. **Disabilities** - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, King County agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, King County agrees to comply with any implementing requirements FTA may issue.

King County also agrees to include these requirements in each subcontract agreement entered into under this agreement, modified only if necessary to identify the affected parties. In addition, King County agrees to comply with any implementing requirements FTA may issue.

**D. AUDIT AND ACCESS TO RECORDS**

1. **Maintenance of Records:** King County, including its subcontractors, shall maintain books, records, documents, and other evidence directly pertinent to performance of the work under this agreement in accordance with generally accepted accounting principles and practices consistently applied. King County

shall maintain an index of such records to facilitate access and recovery of such records.

2. Access For Audit Purposes: Sound Transit or any of its duly authorized representatives shall, for the purpose of audit and examination, have access to and be permitted to inspect such books, records, documents, and other evidence for inspection, audit, and copying for a period of six (6) years after final payment is made under this agreement. Sound Transit shall also have access to such books, records, and documents during the performance of the work if deemed necessary by Sound Transit to verify Contractor work and invoices, to assist in negotiations for additional work, and to resolve claims and disputes. Sound Transit will give five working days notice to King County for access to original records. Audits conducted under this section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.
3. King County is entitled to an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of King County.
4. The periods of access and examination described in subsections 1 and 2 of this Section for records that relate to (1) disputes between Sound Transit and King County, (2) litigation or settlement of claims arising out of the performance of this agreement, or (3) costs and expenses of this agreement as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.
5. King County shall ensure that substantially all of the foregoing subsections are included in each subcontract for work on this agreement to the effect that the subcontractor agrees that Sound Transit the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of six (6) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this paragraph excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

#### E. REQUIREMENTS OF AMERICANS WITH DISABILITIES ACT

King County shall comply with following regulations and any amendments thereto:

1. Section 504 of the Rehabilitation Act of 1973, as amended
2. Americans with Disabilities Act of 1990 (ADA).
3. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
4. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

5. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local federal government Services," 28 CFR Part 35;
6. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
7. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
8. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
9. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.
11. Any implementing requirements that the FTA may issue.

#### F. REPORTING, RECORD RETENTION AND ACCESS

1. Contractor shall comply with reporting requirements of the U.S. Department of Transportation grant management rules, and any other reports required by the federal government.
2. Contractor agrees to maintain intact and readily accessible all work, materials, payrolls, books, documents, papers, data, records and accounts pertaining to the agreement. Contractor agrees to permit the Secretary of Transportation, the Comptroller General of the United States and Sound Transit, or their authorized representatives, access to any work, materials, payrolls, books, documents, papers, data, records and accounts involving the agreement for the purpose of making audit, examination, excerpts, and transcriptions pertaining to the agreement as it affects the work. Contractor shall retain all required records for six (6) years after Sound Transit has made final payments. The period of access and examination for records that relate to (1) litigation or the settlement of claims arising out of the performance of these Contract Documents, or (2) costs and expenses of this agreement as to which exception has been taken by the Comptroller General of the United States or the U.S. Department of Transportation, or any of their duly authorized representatives, shall continue until such litigation, claims, or exceptions have been disposed of. Contractor shall require its subcontractors to also comply with the provisions of this Paragraph, and shall include the provisions of this Paragraph in each of its subcontracts.

#### K. PREVAILING WAGES

This agreement is subject to Chapters 39.12 and 49.28 RCW, amendments thereto, and regulations issued thereunder, relating to Washington Department of Labor & Industries ("L&I") prevailing wage requirements. In addition this agreement is subject to the federal Department of Labor ("DOL") prevailing wage requirements. King County shall examine and be familiar with such requirements. No claim for additional compensation will be

allowed that is based upon lack of knowledge or error in interpretation of any such requirements by King County or a failure to include in King County's bid price adequate increases in such wages during the performance of this agreement. Wage rates are provided in the Washington State Prevailing Wage Schedule (<http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>) and, for federally funded contracts, in the Davis Bacon Wage Rate Schedule (<http://www.access.gpo.gov/davisbacon/>). If employing labor in a class not listed in such schedules, King County shall require the industrial statistician to determine the correct wage rate for that class and locality. SPECIAL NOTE: This agreement, or portions thereof, may be subject to both Davis Bacon Wage Rates and State of Washington Prevailing Wage Rates, in which case the higher of the wage rates and fringe benefit schedules shall apply.

#### L. FEDERAL LOBBYING RESTRICTIONS

1. This agreement is subject to Section 319, Public Law 101-121 (31 U.S.C. §1352) and U.S. DOT regulations "New Restrictions on Lobbying," 49 CFR Part 20, which prohibits federal funds from being expended to influence or to attempt to influence an officer or employee of any agency, members of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federally funded contract, the making of any federal grant or loan, or entering into any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Contractors and Subcontractors at any time who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. King County shall submit the attached "Certification Regarding Lobbying". King County's signature on this certification shall certify that: a) it has not engaged in the prohibited activity and b) the language of the certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly. Sound Transit is responsible for keeping the certification form of King County, who is in turn responsible for keeping the certification forms of subcontractors. Further, by executing the agreement, King County agrees to comply with these laws and regulations.
2. If King County has engaged in any lobbying activities to influence or attempt to influence the awarding of this agreement, King County must disclose these activities. In such a case, King County shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities". Sound Transit must also receive all disclosure forms.

3. King County and any subcontractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of a previously filed disclosure form. An event that materially affects the accuracy of the information reported includes:
  - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence this federally funded agreement; or
  - b. A change in the person(s) influencing or attempting to influence this federally funded agreement; or
  - c. A change in the officer(s), employee(s) or member contracted to influence or attempt to influence this federally funded agreement.

**M. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, King County is required to verify that none of King County, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

King County is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing this agreement, King County certifies as follows:

The certification in this clause is a material representation of fact relied upon by Sound Transit. If it is later determined that King County knowingly rendered an erroneous certification, in addition to remedies available to Sound Transit, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. King County agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. King County further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**N. FLY AMERICA**

The federal government will not participate in the costs of international air transportation of any persons involved in or property acquired for the work unless that air transportation is provided by US flag air carriers to the extent service by these carriers is available, as required by the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 USC § 40018, in accordance with US GAO regulations, "Uniform Standards and Procedures for Transportation Transactions." 4 CFR Part 52, and US GAO Guidelines for Implementation of the "Fly America Act," B-138942, 1981 US Comp. Gen. LEXIS 2116, March 31, 1981.

**O. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS**

Apart from inconsistent requirements imposed by federal statute or regulations, King County agrees that it will comply with the requirement of 49 U.S.C. § 5323(h)(2) by

refraining from using any federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

P. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

Contractor agrees that, absent the federal government's express written consent, the federal government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other person not a party to the Grant Agreement in connection with this agreement. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third party contract, the federal government continues to have no obligations or liabilities to any party, including a subrecipient or third party contractor.

Q. ELECTRONIC AND INFORMATION TECHNOLOGY

When providing reports or other information to Sound Transit, or to the Federal Transit Administration (FTA), among others, on behalf of Sound Transit, King County agrees to prepare such reports or information using electronic or information technology capable of assuring that the reports or information delivered will meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.

R. PRIVACY

1. Should King County, or any of its subcontractors, or their employees administer any system of records on behalf of the federal government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.
2. For purposes of the Privacy Act, when the agreement involves the operation of a system of records on individuals to accomplish a government function, Sound Transit and any contractors, third-party contractors, subcontractors, and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of these Contract Documents will make this agreement subject to termination.
3. King County agrees to include this clause in all subcontracts awarded under this agreement that require the design, development, or operation of a system of records on individuals subject to the Act.

ATTACHMENT 1

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, King County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

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Date

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Name and Title of Contractor's Authorized Official



## 2009 Proposed Exhibit B, Sound Transit Security - DRAFT\*

### DIRECT COSTS

	FTEs	Salary	Benefits	Salary & Benefits	Non-Salary	Total Cost
Captain	1.0	109,506	32,795	142,301		142,301
Admin Sergeant	1.0	88,080	30,481	118,561		118,561
Patrol Sergeant	4.0	88,080	30,481	118,561		474,244
Transit Patrol Officer	22.0	69,283	28,043	97,326		2,141,172
Transit Pro-Act Detective	2.0	69,283	28,043	97,326		194,652
<b>Subtotal Salary/benefits</b>	<b>30.0</b>					<b>3,070,930</b>
Duty Pays - Detective (2)	2.0	4,157	539	4,696		9,392
<b>Subtotal Duty Pays</b>						<b>9,392</b>
Captain Special Pays	1.0	11,290	1,464	12,754		12,754
Sergeant/Deputy/Detective Special Pays	29.0	6,194	803	6,998		202,936
<b>Subtotal Special Pays</b>						<b>215,691</b>
Officer/Detective/Sergeant Overtime	29.0	3,448.28	447	3,896		112,970
<b>Subtotal Overtime</b>						<b>112,970</b>
<b>Total Direct Costs:</b>						<b>\$3,408,982</b>

### SUPPLIES/SERVICES AND OVERHEAD

	FTEs	Salary	Benefits	Salary & Benefits	Non-Salary	Total Cost
Quartermaster	30.0				405	12,161
Supplies	30.0				150	4,499
Services	30.0				87	2,602
Telephone	30.0				566	16,987
Motorpool Patrol	28.0				12,756	357,168
Motorpool Detective	2.0				5,940	11,880
Insurance	30.0				2,748	82,433
800 MHz	30.0				2,046	61,370
MARR accident investigation	30.0				117	3,495
<b>Subtotal Supplies &amp; Services</b>						<b>552,596</b>
Division Admin (Sworn Positions)	30.0				3,070	92,094
Department Admin: All	30.0				11,626	348,776
Department Admin: Sworn	30.0				5,225	156,749
<b>Subtotal Overhead</b>						<b>597,619</b>
<b>Total Overhead &amp; Supplies/Services:</b>						<b>1,150,214</b>

### OTHER ADJUSTMENTS

	FTEs	Salary	Benefits	Salary & Benefits	Non-Salary	Total Cost
Wireless Data/Cards (Need Info from ST)	30.0				1,120	33,612
Shared Dispatch Services						131,932
Shared Sergeant Supervision Services						68,795
Crime analyst	1.0				126,176	63,088
COLA Est.						-
Reconciliation_Charge/Credit for 2007 Sworn Salary, Benefits, Overtime, Special and Duty Pays						
<b>Total Other Adjustments:</b>						<b>297,426</b>

<b>TOTAL 2009 Exhibit B Cost</b>	<b>30.0</b>	<b>\$4,856,623</b>
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\* Draft Estimate based on 2009 Proposed Cost Book.

King County Sheriff's Office Contract Services

<b>2008 Sound Transit Police Exhibit B</b>			
<b>Source: KCSO 2008 Adopted Cost Book</b>			<b>Date: 10/31/08</b>
<b>Service</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
<b>Administration</b>			
Police Chief (captain) - Beg 8/1/08	1.00	\$183,262	\$76,359
Administrative Sergeant - Beg 9/16/08	1.00	\$167,910	\$48,974
9-1-1 communications & dispatch <sup>1</sup>	1.94%	\$512,021	\$9,953
Support services			
<b>Central Link</b>			
<b>Dedicated FTEs</b>			
Sergeant - Beg 12/1/08	1	167,910	\$13,993
Police officer	0		\$0
<i>Subtotal, Dedicated Services</i>	<i>1.00</i>		<i>\$13,993</i>
<b>Shared Services</b>			
Sergeant supervision	0		\$0
Police officer	0		\$0
<i>Subtotal, Shared Services</i>			<i>\$0</i>
<b>Sounder</b>			
<b>Dedicated FTEs</b>			
Sergeant	0	\$167,910	\$0
Police officer -2.0 FTEs Beg 10/16/08	3.00	\$138,581	\$57,742
<i>Subtotal, Dedicated Services</i>	<i>3.00</i>		<i>\$57,742</i>
<b>Shared Services</b>			
Sergeant supervision (Incl Supv OT work during yr)	25.09%		\$42,124
Police officer (overtime) - Billed separately			
<i>Subtotal, Shared Services</i>			<i>\$42,124</i>
<b>Total 2008 Contract Cost<sup>2</sup></b>			<b>\$249,144</b>

**Notes:**

<sup>1</sup> Dispatch costs for 2008 are based on estimated percentage of ridership. Costs for 2009 and beyond are based on other workload factors.

<sup>2</sup> The 2008 Exhibit B is based on prorated based on assignment date of assignment.