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



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. <u>Law Enforcement Services.</u> 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. <u>Administrative Services</u>. 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. <u>Development of Law Enforcement Service Levels</u>. 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. <u>Coordination of Shared Services with Metro Transit Police</u>. 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.
 - 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.

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 employees of the KCSO.
- C. <u>Aspects of Performance.</u> 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.
 - 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. <u>Primacy of Assignment.</u> While assigned to Sound Transit law enforcement services, KCSO personnel will be dedicated to their Sound Transit duties.
 - 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. <u>Absences.</u> 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. <u>Vacancies.</u> 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.
 - 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. <u>Length of assignment.</u> 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. <u>Training.</u> 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. KSCO 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. <u>Sound Transit Police Facility.</u> 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 in 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.
 - 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 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.

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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.
- 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 KCPCA.

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. OSHAWSHA/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 Rules22. EEOC Guidelines/Requirements23. Discipline

Exhibit D: GLOSSARY

Term	Definition
Absence	
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	Subject to negotiation, this includes flex time (an employee's shift starting
schedules	time may vary up to 4 hours from normal).
Backfill	Staffing a position with some one 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
<u> </u>	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
Cross-dispatching	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
	Tollowing work on behalf of the contract holders for any action that is related
	to law enforcement
	Processing public disclosure for everything except incident reports.
	Responding to subpoenas in both criminal and civil cases.
	Documentation related to law enforcement actions.
	 Photos, videos, records, BAC results, shooting & driving review boards.
	Processing claims against the county and making recommendations to Risk Management.
	Processing contracts and ordinances
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.
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Term	Definition
	 Longevity pay: Additional pay given for length of service. Educational incentive pay: Additional pay provided commensurate with an employee's education. Field Training Officer (FTO) pay: Additional pay given to an experienced deputy with special training who trains and evaluates recruit officers.
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

Applicability of Federal Grant Contract: This procurement or more financial assistance contracts between Sound Department of Transportation (DOT), which incorporate the current FTA Master Agreement and Circular 4220.1E as amended.

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 the agreement. To assure compliance with changing federal requirements, Contract Award indicates that King County agrees to accept all changed requirements 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 seg., (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 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 assist in negotiations for additional work, and to resolve Sound Transit will give five working days notice to King 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;
- 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

- Contractor shall comply with reporting requirements of the 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. 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 Washington the 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 office or employee of Congress or an employee of an 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
 - 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 transacton 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 \$10,000 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	Date	
Name and Title of Contractor's Authorized Official		

2009 Proposed Exhibit B, Sound Transit Security - DRAFT*

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	FIGS.	Salarya	Estate	4Echterical	escipt is a consider.
Captain	1.0	109,506	32,795	142,301	142,301
Admin Sergeant	1.0	88,080	30,481	118,561	
Patrol Sergeant	4.0	88,080	30,481	118,561	474,244
Transit Patro Officer	22.0	69,283	28,043	97,326	
Transit Pro-Act Detective	2.0	69,283	28,043	97,326	
Subtotal Salary/bene	fits 30.0				3,070,930
Duty Pays - Detective (2)	2.0	4,157	539	4,696	9,392
Subtotal Duty P	ays				9,392
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
Subtotal Special Pa	215,691				
Officer/Detective/Sergeant Overtime	29.0	3,448.28	447	3,896	112,970
Subtotal Overti	me				112,970

Total Direct Costs:

\$3,408,982

SUPPLIES/SERVICES AND OVERHEAD

TOT . CILOTOLINTIOLO AND OTENHEAD						
		- 3	y program	Salary &	Nons	
	FTES	Salary	Benefits	Benefits	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
Subtotal Supplies & Services	***************************************				·	552,596
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
Subtotal Overhead						597,619

Total Overhead & Supplies/Services:

1,150,214

OTHER ADJUSTMENTS

DITER ADOUGH MENTO					
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Wireless Data/Cards (Need Info from ST)	30.0			1,120	33,612
Shared Dispatch Services					131,932
Shared Sergeant Supervison Services					68,795
Crime analyst	1.0			126,176	63,088
COLA Est.			-	-	-
Reconcilation_Charge/Credit for 2007 Sworn Sala	ary, Benefits, Ov	ertime, Special and Du	ty Pays		· · · · · · · · · · · · · · · · · · ·

Total Other Adjustments:

297,426

TOTA	L 2009	Exhibit	B Cost
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30.0

\$4,856,623

* Draft Estimate based on 2009 Proposed Cost Book.

King County Sheriff's Office Contract Services

2008 Sound Transit Police Exhi	bit B		
Source: KCSO 2008 Adopted Cost Book			Date: 10/31/08
Service " " " " " " " " " " " " " " " " " " "	Units	Unitedatification	
Administration			
Police Chief (captain) - Beg 8/1/08	1.00	\$183,262	\$76,35
Administrative Sergeant - Beg 9/16/08	1.00	\$167,910	\$48,974
9-1-1 communications & dispatch 1	1.94%	\$512,021	\$9,953
Support services	i		
Central Link			
Dedicated FTEs			
Sergeant - Beg 12/1/08	1	167,910	\$13,993
Police officer	0		\$0
Subtotal, Dedicated Services	100		\$13.90
Shared Services			
Sergeant supervision	0		\$0
Police officer	0		\$60
Subtotal, Shared Services			
Sounder			
Dedicated FTEs	• · · · · · · · · · · · · · · ·		
Sergeant	0	\$167,910	\$0
Police officer -2.0 FTEs Beg 10/16/08	3.00	\$138,581	\$57,742
Subtotal, Dedicated Services	3.00		357.42
Shared Services			
Sergeant supervision (Incl Supv OT work during yr)	25.09%		\$42,124
Police officer (overtime) - Billed separately			Ψ72,124
Subloial, Stiefed Services			
Total 2008 Contract Cost ²			
			\$249,144

Notes

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

 $^{^{2}}$ The 2008 Exhibit B is based on prorated based on assignment date of assignment.