



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 17, 2013

Ordinance 17715

Proposed No. 2013-0439.2

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.

5 STATEMENT OF FACTS:

- 6 1. The Central Puget Sound Regional Transit Authority, which is also
7 known as Sound Transit, has a full-time transit police services contract in
8 place with the county.
9 2. That contract expires December 31, 2013.
10 3. Sound Transit and the county desire to enter into a new contract
11 beginning January 1, 2014.
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 hereby authorized to execute an agreement,
16 substantially in the form of Attachment A to this ordinance, with the Central Puget Sound
17 Regional Transit Authority to provide transit policing services.

18 SECTION 2. The agreement may not be amended unless the amendment is
19 specifically authorized by ordinance.
20


Ordinance 17715 was introduced on 12/9/2013 and passed by the Metropolitan King
County Council on 12/16/2013, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Patterson,
Ms. Lambert, Mr. Dunn, Mr. McDermott and Mr. Dembowski
No: 0
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair


ATTEST:



Anne Noris, Clerk of the Council

RECEIVED
2013 DEC 19 PM 3:54
KING COUNTY COUNCIL
CLERK

APPROVED this 19 day of DECEMBER, 2013.



Dow Constantine, County Executive

Attachments: A. Agency Agreement, dated December 10, 2013

**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.

THEREFORE, THE PARTIES AGREE AS FOLLOWS

1. Statement of Work

- A. Law Enforcement Services. Sound Transit agrees to at a minimum fund the services listed in Exhibit A as required services. The KCSO will also make available to Sound Transit the other law enforcement services listed in Exhibit A. Services will be made available through personnel Dedicated¹ to Sound Transit, and personnel shared between Sound Transit and KCSO.
- B. Development of Law Enforcement Service Levels. By September 1 each year, Sound Transit will notify the KCSO of the amount and type of law enforcement services it wishes to purchase for the following 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.
- C. Selection of Police Chief. The police chief will have a minimum rank of Captain. Sound Transit will select KCSO's Police Chief from a list of interested and eligible persons provided by KCSO. The Police Chief shall be responsible for the coordination of day-to-day security and supervision of assigned personnel provided by KCSO under this agreement, as provided for in Exhibit C.

2. Personnel

- A. Any agent, employee, or subcontractor of either party who is engaged in the performance of this agreement shall continue to be an employee, agent, or subcontractor of that party and shall not be considered for any purpose to be employee, agent, or subcontractor of the other party. Each party will be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors during the performance of this agreement.
- B. KCSO shall be solely responsible to King County employees 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. Upon request, KCSO shall provide such written standards to Sound Transit, in the form of its General Orders Manual, including amendments to such standards as they are made.

¹ Capitalized terms are defined in Exhibit D: Glossary.

- 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 KCSO 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.
 - 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 may fill the position with an officer earning overtime pay, at Sound Transit expense.
 - i. If the Absence is due to extended military or medical leave, the Police Chief may request that position to be Transferred to a county assignment, per the KCSO's current extended absences policy. 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 and New FTE Adds. KCSO will provide FTEs for the Dedicated positions requested by Sound Transit to the greatest degree possible, as resources are available.
 - i. Vacancies: 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.
 - ii. KCSO will strive to minimize the time Sound Transit positions are vacant.
 - iii. 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.
 - iv. New FTE Adds: When Sound Transit adds a new position, Sound Transit will specify an effective date for its request. KCSO will assign a recruit deputy to that position for billing purposes starting on that effective date. However, the assigned officer will not arrive for roughly 9 months after the effective date for purposes of sharing training costs.

- 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, and applicable KCSO Division Chief.

- I. Training. KCSO will provide all training that is mandated by state or federal regulations for law enforcement officers. 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, 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 KCSO.

3. Service Costs

A. Developing Service Costs.

- i. Service costs 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. 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 Dispute Resolution process 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, adopted, or amended costs will be listed in Exhibit B.
- ii. Proposed Cost Exhibit B. KCSO shall provide an estimate of the next year's costs in the form of a Proposed Exhibit B, by October 1 of the prior year.
- iii. Adopted Cost Exhibit B. KCSO shall revise the Proposed Cost Exhibit B, 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. Exhibit B Comparison. 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 basis for the calculation of monthly payment in section 6.
- v. Sound Transit may confer with KCSO at any time regarding police service costs and projections of future costs.
- vi. If Sound Transit changes service levels during the year, KCSO shall prepare an Amended Exhibit B to reflect a change in the monthly payments for the remainder of the year.

4. Reconciliation of Certain Actual Costs

- A. No later than March 31 of each year, KCSO shall reconcile the actual costs 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 (but not including Discretionary Overtime provided under section 5), against the amount paid by Sound Transit. Sound Transit will receive a credit or debit in subsequent monthly bill, depending on whether actual cost is lower or higher than the amount paid.
- 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 no more than 30 days following the end of each month. Exceptions are that December reports shall be provided by March 31 in order to accommodate year-end expenditures, and January-March reports will be provided by April 30 in order to use the correct budget from the Adopted Exhibit B.
 - ii. If Sound Transit disagrees with KCSO's determination of expenditures, Sound Transit and the Police Chief 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.

- iii. Electronic materials supporting all overtime reports will be provided on a monthly basis upon Sound Transit's request.

5. Discretionary Overtime

- A. It is the intent of Sound Transit and 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 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. KCSO shall submit an invoice for the first four months of each year after the Adopted Exhibit B is provided to Sound Transit. Thereafter, KCSO shall submit monthly invoices for one-twelfth of the annual cost, as determined in section 3.
 - 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 January 1, 2014 and expire on December 31, 2018, unless terminated as provided herein.
- 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.

- C. In the event that either Sound Transit or KCSO does not intend to renew police services beyond December 31, 2018, such party will provide written notice to the other party by December 31, 2017.

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. Agreement Administration and Dispute Resolution

- A. Agreement Administration: The Sound Transit CEO (or designee) and the Sound Transit Police Chief shall serve as agreement administrators to review agreement performance and resolve operational problems. As well, the King County Sheriff will remain accessible and available to meet with the Sound Transit CEO (or designee) as needed to resolve any operational or administrative issues.
- B. Dispute Resolution: 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.

C. Chiefs Committee: While not part of dispute resolution process, 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, and remains a resource to the Sound Transit Police Chief for operational questions.

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. This 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 Claims 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. No Third Party Beneficiaries:

- A. There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

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

 Dow Constantine
 King County Executive

 Date

 John Urquhart
 King County Sheriff

 Date

Exhibit A: SERVICES

Required Services

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

Services Available as Dedicated FTEs (full position only)

- Police Chief
- Operations Commander
- Administrative Commander
- Sergeant supervision of officers and detectives
- Police officers
- Investigator/detective
- Some Administrative Services (such as clerical staff and crime analysis)

Services Available as Shared Services through King County Sheriff's Office

- Sergeant supervision
- Administrative Services
- Police officer
- 9-1-1 communications and dispatch

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

- Police officer
- Sergeant
- Major Accident Reconstruction Response (MARR) for LRV Accident Investigations

Other Specialty Services Available

- Tracking and drug-detection K-9 units
- TAC-30/SWAT team
- Hostage negotiation
- KCSO explosives detection K9 unit
- Bomb Disposal Unit (BDU)
- Major accident response & reconstruction (MARR) detectives
- Major Crimes
- Marine unit and diver assist
- Meth/drug team
- Special Emphasis Team (SET)

FINAL - 2014 Proposed Exhibit B, Sound Transit Police

DIRECT COSTS

	FTEs	Salary	Benefits	Salary & Benefits	Non-Salary	Total Cost
Major (Chief)	1.00	136,921	36,946	173,867		173,867
Captain	1.00	120,318	35,835	156,153		156,153
Patrol Sergeant	4.00	101,964	36,065	138,029		552,117
Detective Sergeant	1.00	101,964	36,065	138,029		138,029
Transit Pro-Act Detective *	3.00	84,398	33,801	118,199		354,597
Transit Patrol Officer *	24.00	84,398	33,801	118,199		2,836,776
K-9 Officer *	1.00	84,398	33,801	118,199		118,199
Crime Analyst	1.00	85,205	31,011	116,216		116,216
Clerical Staff, AS III	1.00	54,296	25,834	80,130		80,130
COLA Adjustment (optional 3%)						108,796
Subtotal Salary/benefits	37.00					4,634,879
Duty Pays - Detective Sergeant	1.00	6,118	789	6,906		6,906
Duty Pays - Detective	3.00	5,001	645	5,646		16,937
Duty Pays - Canine Deputy	1.00	8,335	1,074	9,409		9,409
Subtotal Duty Pays						33,253
Major Special Pays	1.00	3,111	208	3,319		3,319
Captain Special Pays	1.00	12,937	866	13,803		13,803
K-9 Deputy Special Pays	1.00	8,239	1,062	9,301		9,301
Sgt /Deputy Patrol Special Pays	28.00	15,819	2,039	17,858		500,035
Detective Sgt / Detective Special Pays	4.00	8,239	1,062	9,301		37,203
Crime Analyst/ASIII Special Pays	2.00	357	60	417		835
Subtotal Special Pays	37.00					564,495
Officer/Detective/Sergeant/ Crime Analyst/ASIII Overtime	35.00	5,912	762	6,674		233,587
Overtime Adjustment (optional)						-
Subject to Reconciliation				Total Direct Costs:		5,466,214

SUPPLIES/SERVICES AND OVERHEAD

	FTEs	Salary	Benefits	Salary & Benefits	Non-Salary	Total Cost
Quartermaster	35.00				430	15,035
Supplies	37.00				143	5,294
Services	37.00				573	21,183
Motorpool - Patrol Crown Victoria's	29.00				13,166	381,826
Motorpool - Ford Explorers	2.00				11,968	23,937
Motorpool - (Grant) Tahoes	2.00				9,996	19,993
Motorpool - Leased Vehicles	2.00				8,857	17,715
Insurance	37.00				3,141	116,203
800 MHz	35.00				2,059	72,064
MARR accident investigation	35.00				167	5,830
Subtotal Supplies & Services						679,078
Division Admin	37.00				381	14,108
Department Admin: All	37.00				13,173	487,392
Department Admin: Sworn	35.00				5,110	178,854
Subtotal Overhead						680,354
Total Overhead & Supplies/Services:						1,359,432

OTHER ADJUSTMENTS

Wireless Data/Cards	35.00				540	18,900
Additional Laptops/Desktops	0.00					
Shared Dispatch Services <i>Estimate - depends on final FTE count **</i>						184,162
Reconciliation_Charge/Credit for 2013 Sworn Salary, Benefits, Overtime, Special and Duty Pays						-
Total Other Adjustments:						203,062

TOTAL Exhibit B Cost *** **37.00** **\$7,028,708**

Less: Estimated Grant Revenue **(184,095)**

Estimated Cost - Net of Estimated Grant Revenue **\$6,844,613**

* Note: For salaries, Step 6 was used for Deputies and top step was used for Sergeants

** Shared dispatch costs are an estimate only, pending review of the costing/deployment model, costs could increase or decrease.

In 2014P: 1)ComCtr Supervision cost per FTE was updated and 2) Transits were allocated a portion of PSAP E911 Revenue credit.

*** Total Cost does Not include grant revenue that Sound Transit will receive as part of the Transit Security Grant Revenue Program. However, estimated grant revenue is listed below total cost.

Exhibit C: ROLES/RESPONSIBILITIES OF THE POLICE CHIEF

Selection of the Police Chief

The Police Chief 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 KCSO.

Duties of the Police Chief

Sound Transit shall determine and document the duties of the police chief, subject to applicable labor laws, labor agreements, and KCSO policies and procedures.

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 for the Sound Transit Police Department.
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, or designee in the event of a significant criminal occurrence within Sound Transit operations.
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. Developing an annual Service Efforts and Accomplishments report.
11. Participate in regional policing forums including WASPC and KCPCA.

Authority of the Police Chief

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

- A. Issues that fall within the purview of the Police Chief
 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 KCSO
 - 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 KCSO 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. All Labor Contracts
 - 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

Term	Definition
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.
Administrative Services	Administrative services provided by KCSO include the following: 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.
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.
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/PTO pay. <ul style="list-style-type: none"> • 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)/Patrol Training Officer (PTO) 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.

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.