

**SERVICE AGREEMENT BETWEEN
PIERCE COUNTY AND
PIERCE TRANSIT
RELATING TO LAW ENFORCEMENT SERVICES**

THIS AGREEMENT is entered into by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (“County”) and **PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AUTHORITY**, a municipal corporation of the State of Washington (“Pierce Transit”) (together, “Parties”) as follows:

WHEREAS, Pierce Transit has requested the County provide certain law enforcement services to Pierce Transit; and

WHEREAS, the County has the resources necessary through the Pierce County Sheriff’s Department (PCSD) to provide law enforcement services to Pierce Transit; and

WHEREAS, the parties entered into an agreement for law enforcement services on May 23, 2007, and subsequently amended that agreement on June 11, 2010, January 24, 2012, and December 4, 2014; and

WHEREAS, after evaluating the scope of Pierce Transit’s need for law enforcement services, Pierce Transit seeks to enter into this new Agreement (“Agreement”) for a new scope of work, and upon the effective date of this Agreement, any prior agreement between the Parties for law enforcement services shall be null; and

WHEREAS, the parties are authorized to enter into such agreements by virtue of RCW 35.02.225.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and Pierce Transit as follows:

SECTION 1. PURPOSE.

The purpose of this agreement is for the County to provide Pierce Transit with law enforcement services by and through PCSD.

SECTION 2. DIRECT SERVICES.

The County will provide law enforcement services as described in the categories below within the Pierce Transit service area, utilizing three (3) deputies per shift (day and night shifts) at ten (10) hours per shift from 0600 to 2400 Monday through Friday, and 0600 to 2300 on Saturday and Sunday at the level and cost as described in Exhibit “A” attached hereto and incorporated herein by this reference. However, the parties agree that this minimum requirement of three (3) deputies per shift may be waived on one day each week, to be determined and approved by the Pierce Transit Executive Director of Service Delivery and Support (Pierce Transit ED of SDS). The County shall coordinate with Pierce Transit to maximize coverage and efficiency in utilization of deputy assignments. The County is to provide sworn police services dedicated to Pierce Transit. In so doing, the law enforcement services shall be dedicated to Pierce Transit and shall not be used elsewhere within Pierce County; provided however, that in the event of

emergency or a call by an officer for assistance, then reasonable levels of mutual aid may be rendered.

- A. Patrol and Enforcement and Investigations Services. The County will provide patrol and enforcement services that will constitute the first response for the enforcement of state and local law and Pierce Transit Codes and Policies throughout Pierce Transit's system. As used herein, "patrol services" shall include reactive patrol to respond to Pierce Transit's staff, customers and business calls for services, proactive patrol to prevent and deter criminal activity at Pierce Transit facilities and throughout Pierce Transit operations, and any other lawful assignment Pierce Transit deems necessary. The County agrees to provide a total of twenty (20) full-time commissioned deputies, inclusive of Sergeants, K9 Unit, Deputy Chief and Chief of Public Safety as more fully detailed by rank in Exhibit "A". These deputies shall have full and adequate training and supervision provided by the County.

Deputies will be selected and supervised by the Public Safety Chief. In the event that a Deputy position cannot be filled due to a lack of applicants, or if applicant(s) are not successful during the selection process, the position will be filled according to the Pierce County Sheriff's Department guild contract, a current copy of which, and any changes thereto, shall be provided to Pierce Transit.

- B. Sergeants and Deputy Chief. The County will provide two (2) Sergeants and one Deputy Chief, all of whom will be selected by the County. Pierce Transit may participate and provide input into the selection process. The Sergeants and Deputy Chief will be assigned to Pierce Transit to provide patrol supervision and assist the Public Safety Chief as directed. In the event that a Sergeant position cannot be filled due to a lack of applicants, or if applicant(s) are not successful during the selection process, the position will be filled according to the Pierce County Sheriff's Department guild contract.
- C. Public Safety Chief. The Public Safety Chief will handle and direct the day-to-day operational concerns for the Pierce Transit Department of Public Safety (DPS) in accord with the policies and direction for the DPS as identified by Pierce Transit and will serve as Pierce Transit's Chief of Public Safety. In addition, the Public Safety Chief or other designated supervisory staff will be available to Pierce Transit during certain days and hours, as mutually agreed to by the County and Pierce Transit for such activities as meetings of the Pierce Transit Board of Commissioners and appropriate community meetings. Selection of the Public Safety Chief to be assigned to Pierce Transit will be done by PCSD with the involvement of and input from the ED of SDS or designee.

The duties of the Public Safety Chief shall include, but are not limited to:

- i. To work with Pierce Transit ED of SDS to establish performance standards, goals and objectives for this Agreement and for the County's provision of law enforcement services to Pierce Transit.
- ii. Lead, be responsible for and coordinate DPS operations and activities, including hours of operation and Pierce Transit protocols and procedures, to carry out the performance standards, goals and objectives for this Agreement and for the County's provision of law enforcement services to Pierce Transit.
- iii. Direct, supervise, and review the performance of all PCSD deputies and supervisory staff. Report to PCSD any recommendations for performance improvement and upon request, provide to Pierce Transit copies of any such performance reviews.
- iv. Coordinate duties of officers assigned to Pierce Transit as specific needs arise, and as necessary to deliver on the performance requirements and standards of this Agreement. Report to PCSD any changes in duty of Pierce Transit assigned officers.
- v. Oversee the implementation within Pierce Transit of PCSD policies and procedures as necessary and appropriate for the County's provision of law enforcement services to Pierce Transit. Maintain, adhere to, administer, and enforce current Pierce Transit policies and procedures. Notify Pierce Transit ED of SDS of any County procedures or changes which either supplement or possibly detract from Pierce Transit's goals and objectives for the DPS.
- vi. Oversee the implementation of all Pierce Transit policies and procedures relating to police services. Provide to Pierce County Sheriff's Department (PCSD) any written information relative to police services created by Pierce Transit. Notify PCSD of all procedures which differ from PCSD policies and procedures.
- vii. Identify areas of supplemental training for officers assigned to Pierce Transit. Make recommendations to PCSD for supplemental training. Make recommendations to Pierce Transit CEO Designee for training not provided by PCSD.
- viii. Provide supervision and direction to all County deputies assigned to Pierce Transit as well as other assigned personnel, and liaison with PCSD command.
- ix. Supervise Pierce Transit staff in the following positions, subject to all Pierce Transit policies, rules, requirements, and the direction of the Pierce Transit ED of SDS with the assistance of the Pierce Transit Employee Services Department. All recommendations on hiring, discipline and

performance reviews of the following Pierce Transit employees shall be conducted in accord with the policies and procedures of the Pierce Transit Employee Services Department:

- a. Records Assistant – Executive Assistant
- b. Public Safety Sergeants
- c. Transit Security Specialist
- d. Records Supervisor

- D. Canine Unit. The County has utilized grant funding to secure a bomb dog to be assigned to Pierce Transit in protection of the public transportation system. The County will pay all costs associated with the acquisition, care and maintenance of the canine, and will provide a fully-trained Canine Unit Deputy to handle the canine who will also maintain all necessary training. The canine and the Canine Unit Deputy are referred to together as the “K9 Unit”, and in addition to day to day policing of the Pierce Transit system, the K9 Unit will represent Pierce Transit at events as requested. Pierce Transit will provide information and statistics necessary for the County to meet grant expectations. Pierce Transit will allow the reasonable and limited use of the K9 Unit for mutual aide, but reserves the right to seek reimbursement if Pierce Transit interests are not maintained. Pierce Transit shall maintain this position as required by grant parameters.
- E. Training for Pierce Transit Employees. PCSD deputies may be asked to present to each transit operator or public safety officer training class and to other Pierce Transit staff with regard to law enforcement generally and/or the resources available under this Agreement. Any such duties will be included in the overall cost of staffing for this Agreement as set forth in Exhibit A.
- F. Charges for Optional Special Services. The PCSD is a full service police agency and a number of optional, specialized services can be provided at Pierce Transit’s request. To the extent Pierce Transit does not select one or more support services designated as optional special contract services, the County will not charge Pierce Transit for those services. In the event any of these services are deployed at the request of Pierce Transit, charges for such services will be as is set forth in Exhibit B, and if such services are not listed on Exhibit B, the parties hereto shall meet and confer to determine the specific cost arrangement for such services.
- G. Special Assignments. As used herein, “Special Assignment” is when a PCSD employee who is ordinarily assigned to Pierce Transit under this agreement is temporarily assigned by PCSD for another purpose and is therefore not performing services for Pierce Transit. Prior to any Special Assignment, the Pierce Transit ED of SDS will meet with the PCSD Undersheriff or delegate to review and mutually approve any Special Assignment activities and the duration of same. Prior approval shall not be required in the event of an emergency. Pierce Transit may revisit this term and negotiate alternative staffing, cost reductions or further modifications to the costs under this Agreement as a result of Special Assignments.

- H. Use of Extra Duty Program in 2017. As the parties transition from extra-duty PCSD deputies to full time deputy staffing in 2017, Pierce Transit agrees that PCSD may utilize extra-duty deputies to supplement staffing levels until the full complement of 21 full time deputies are in place, provided that the 2017 total cost of \$3,510,642 as set forth in Exhibit A is not exceeded as a result of the use of extra duty deputies without the advance written approval of the Pierce Transit ED of SDS and provided that Pierce Transit is billed as set forth in Section 3(E) herein only for actual services provided. As used herein, an “extra duty” deputy is a PCSD deputy not usually assigned to Pierce Transit. In 2017, the rate for extra duty deputy services is \$88/hr.

SECTION 3. COST OF SERVICES.

- A. Charges for services provided in 2017. Base year costs and unit costs for law enforcement services for 2017 are shown in Exhibit A and will be billed on the basis of actual services provided. All PCSD staff assigned to Pierce Transit and included in this Exhibit A will be fully trained through the PCSD, and will be supervised by and through the Public Safety Chief, Deputy Chief and sergeant positions.
- B. Annual Cost Increases for Direct Services. Except as modified below, the annual cost increase for direct services listed on Exhibit A for each year after 2017 shall be the prior year’s base cost, plus two percent (2%) or the growth in the previous year’s July to June Seattle Consumer Price Index for Urban Consumers (CPI-U), not to exceed five percent (5%), whichever is higher, and the base cost shall increase in this manner for each subsequent calendar year of the contract.
- C. Purchase of Additional Special Services. For additional services requested pursuant to Section 2(E) herein, the County will provide additional personnel at the unit cost reflected in Exhibit B. Except as otherwise set forth herein, other services not reflected in Exhibits A or B may be provided at costs negotiated between Pierce Transit and the County.
- D. Special Event Services. Upon request by Pierce Transit’s ED of SDS that PCSD provide additional services for “special events,” such events will be staffed on an overtime basis over and above both the staffing level identified in section 2, first paragraph and the total set forth in Exhibit A. As used herein, “special events” are occurrences such as community events or concerts that take place on an infrequent and sporadic basis beyond Pierce Transit’s usual operations and which require additional public safety services.
- E. Billing Procedure. The costs of services as outlined will be billed monthly during the first week of each month by the County for the actual cost of services provided. Payments by Pierce Transit will be due 30 days after receipt of the invoice. Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance from the date of delinquency until paid, at an interest of one half of one percent (0.5%) per month.

- F. Overtime. The compensation rate for employment of additional Sheriff's deputies in an overtime status shall be calculated annually on January 1st of each year and provided in writing to Pierce Transit. Pierce Transit shall not be required to pay overtime if the need for overtime is due to a staffing shortage. The 2017 overtime rate shall be \$88 per hour.
- G. For staff which are "newly hired" by PCSD to the position of Deputy and require completion of appropriate Academy and in-house training protocols, the cost for such staff billed to Pierce Transit shall be established as the following percentage costs listed in Exhibit "A" (as adjusted for annual C.P.I. increases referenced):

Pre-Academy and Academy Status: 77%

Post Academy (F.T.O.) in house training status: 96%

SECTION 4. REPORTING, RECORDS RETENTION, AUDIT, AND PUBLIC RECORDS.

- A. Notification of Significant Criminal Activity. The Public Safety Chief, or his or her designee, will immediately notify Pierce Transit ED of SDS of any significant criminal occurrences within the Pierce Transit system. The term "significant" shall be construed in this Agreement as felony offenses occurring on or within the Pierce Transit system of vehicles and facilities, any identified pattern of criminal activity within the boundaries of the Pierce Transit benefit area, or other offenses that the Public Safety Chief deems significant.
- B. Reports. In addition to reports that the Public Safety Chief and the Pierce Transit ED of SDS determine are reasonably necessary to measure the performance of the County under this contract and/or to determine the scope of Pierce Transit's policing service needs, the County shall provide the following written reports:

1) The following reports shall be provided monthly:

- a) Dispatched calls for service to include the time the call is received to the time of dispatch; the time of dispatch to arrival; and the time from arrival to clearance.
- b) Number of bus trips or service rides by County personnel;
- c) Number of civilian contacts by County personnel;
- d) Breakdown of transit-specific responses as opposed to non-transit assist responses;
- e) Summaries of Service Incident Report (SIRs);
- f) Verification of hours worked by PSO

2) The following reports shall be provided weekly:

- a) Staffing report
- b) Incident report

- c) Alert system on critical incidents
- d) Overtime approval requests
- e) Transit operator performance evaluations from ride alongs

- C. Records Retention and Audit. During the term of this Agreement and for a period of not less than six (6) years from the date of its expiration or earlier termination, the records and accounts pertaining to this Agreement and services provided hereunder are to be kept available by both Parties for inspection and audit by the other party and the State Auditor, and copies of all records, accounts, documents or other data pertaining to the Agreement or services provided hereunder will be furnished upon reasonable notice. If any litigation, claim or audit is commenced, records and accounts, along with any supporting documentation shall be retained until all litigation, claim, or audit has been resolved, even if such litigation, claim or audit continues past the six-year retention period.
- D. Disclosure of Public Records. The Parties acknowledge that all non-privileged non-exempt records that may be maintained by either party pursuant to this Agreement may be subject to disclosure under the Washington State Public Records Act, or other laws, and that disclosure of any such record(s) by either party shall not constitute a breach of this Agreement or a basis for claim by one party adverse to the other.

SECTION 5. HIRING, ASSIGNMENT, RETENTION, SUPERVISION, AND DISCIPLINE OF OFFICERS AND INDEPENDENT CONTRACTOR STATUS.

County is, and shall at all times be deemed to be, an independent contractor. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between Pierce Transit and County or any of the County's deputies, agents or employees. The County shall retain all authority for hiring, supervision, discipline, rendition of services, standards of performance, control of PCSD personnel, and other matters incident to the performance of services by County pursuant to this Agreement as set forth herein.

The County shall hire, assign, retain, supervise, and discipline all PCSD employees according to PCSD's collective bargaining agreement, civil service rules, and state and federal law. Provided, however that only qualified, trained officers meeting all of the requirements of applicable State laws or regulations may be utilized in the performance of services under this contract.

The County shall encourage officer retention to provide continuity of service, and promote diversity in the work force which is reflective of the diversity of the community.

Nothing in this agreement shall make any employee of Pierce Transit a County employee or any employee of the County a Pierce Transit employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded County or Pierce Transit employees by virtue of their employment.

SECTION 6. ADDITIONAL RESPONSIBILITIES OF THE PARTIES.

A. Pierce Transit shall be additionally responsible to:

- i. With the assistance of the Public Safety Chief, develop and provide to the County the general policies, procedures, and standards by which Pierce Transit expects the County to provide law enforcement services for citizens who use Pierce Transit's transit system.
- ii. To the extent reasonably possible taking into consideration local circumstances, endeavor as it adopts Code, policies, practices, rules or guidelines that relate to law enforcement or public safety to have such provisions be consistent with ordinances of the County or state law. It is recognized that it is in the interest of both parties to this agreement that reasonable uniformity of common regulations will promote efficient provision of law enforcement services. Nothing in this language shall prevent Pierce Transit from adopting Code provisions that it determines to be necessary and in its best interest.
- iii. Provide and maintain the facility (ies) for all County personnel to deliver services under this contract.
- iv. Provide, hire, retain, and employ Pierce Transit staff to provide security and citizen services such as those provided by the Public Safety Sergeants and Officers, Transit Security Specialist, Records Supervisor, Records Technician, and Office Assistant/Records Clerk, all of whom are and shall remain Pierce Transit employees, subject to applicable Pierce Transit policies, rules, procedures, guidelines, practices, and any applicable collective bargaining agreements.
- v. Pierce Transit ED of SDS shall have the general duty and responsibility of providing to the assigned Public Safety Chief general direction relative to the furnishing of law enforcement services to Pierce Transit.
- vi. Except as otherwise stated herein, supply at its own cost and expense any special supplies, stationary, notices, forms where such must be issued in the name of Pierce Transit.

B. The County shall be additionally responsible to:

- i. Make operational and day-to-day decisions to implement Pierce Transit's general policies, procedures, and standards by which Pierce Transit expects the County to provide law enforcement services for citizens who use Pierce Transit's transit system.
- ii. Serve as a subject matter expert to consult with Pierce Transit as needed in the development of Pierce Transit's policies relating to the provision of law enforcement services.

- iii. Keep Pierce Transit ED of SDS informed of PCSD policy, procedures, standards, rules, guidelines or best practices that may conflict with Pierce Transit policies, procedures, rules, or practices so that the parties may resolve any such disputes, and determine the appropriate course.
- iv. Provide all necessary supplies, vehicles, uniforms, weapons, and other equipment for law enforcement personnel to meet the level of service provisions as specified in this Agreement.
- v. The County Public Safety Chief shall maintain communication between Pierce Transit and PCSD command structures to ensure that changes in the County policies are agreeable to Pierce Transit and that changes in Pierce Transit policies are agreeable to the County.
- vi. Provide deputies who are trained on and equipped with such technology as is customarily provided to its patrol deputies. Such technology may include, but is not limited to: mobile data terminals (MDTs); AFIS; GIS; computer access to criminal history data and other like data; and other current technology utilized within law enforcement agencies. Any technology not currently in use or not customarily provided to patrol deputies, may be requested by Pierce Transit, and the County and Pierce Transit agree to meet and confer over the need, with the County having final decision-making authority on whether or not such technology will be utilized or implemented in support of this agreement.

C. Both parties will:

- i. In the implementation of the law enforcement services to be provided by the County, regularly meet and confer to assure that the implementation of services is consistent with Pierce Transit's priorities.
- ii. Collaborate to establish a list of policies and procedures that are subject to Pierce Transit control and those that are subject to County control.
- iii. Maintain communication between the Public Safety Chief and the Pierce Transit ED of SDS so that the following contract management direction is provided by the Pierce Transit ED of SDS:
- iv. In the event a Pierce Transit procedure, policy goal or operation differs from the County's, and there is a need for resolution of the issue, Pierce Transit ED of SDS and PCSD shall negotiate to reach a final determination as to which policy will prevail.
- v. Pierce Transit and County will equally share responsibility and liability for any mutually-negotiated deviation from standard County procedure, policy or operation.

SECTION 7. ADDITIONAL TRAINING.

Pierce Transit may seek to have the deputies assigned to duty within Pierce Transit limits attend additional or supplemental training specific to Pierce Transit's work. Such training would be requested by Pierce Transit and subject to approval by the Sheriff who will not unreasonably withhold his/her approval. Such training shall be done at the sole cost and expense of Pierce Transit.

SECTION 8. COMMUNITY IDENTITY ON UNIFORMS.

PCSD will maintain a uniform for its officers. Pierce Transit acknowledges that the assigned personnel shall retain the uniform of the PCSD; however, the County agrees that assigned personnel may wear additional identification in the nature of a pin, patch, or other like identification indicating affiliation with Pierce Transit. The nature and design of any additional identification will be determined jointly by the Sheriff and Pierce Transit and provided to PCSD by Pierce Transit.

SECTION 9. CONTRACT ADMINISTRATION.

- A. **Daily Operations.** Pierce Transit ED of SDS shall be responsible for communicating with the Public Safety Chief about the general direction of the Pierce Transit DPS and the general administration of this contract for Pierce Transit. This designation shall not intrude upon the province of the PCSD staff in the actual delivery of police services, but shall be the method of liaison and communication through Pierce Transit and PCSD command structure.
- B. **Dispute Resolution.** In the event of a dispute with regard to this agreement, Pierce Transit ED of SDS shall discuss the dispute with the Public Safety Chief in an attempt to resolve the problem. Any problem which cannot be resolved by the Pierce Transit ED of SDS and the Public Safety Chief shall be referred to the Pierce County Sheriff who will negotiate with the Pierce Transit CEO. If the dispute cannot be resolved by Pierce Transit CEO and the Pierce County Sheriff, the parties agree to participate in non-binding mediation before a third party whose selection will be mutually agreed upon. The cost of mediating the dispute will be borne equally by both parties.

SECTION 10. TERM OF AGREEMENT AND TERMINATION.

The term of the Agreement shall commence on January 1, 2017 and extend through December 31, 2020 ("End Date") with one (1) optional one (1) year extension unless the termination process outlined herein is invoked. Any extension or amendment must be in writing and agreed to by the parties.

- A. **Process for Termination:** If either party desires to terminate the Agreement prior to the End Date, that party shall provide eighteen months' advance written notice of termination prior to termination. Once notice of termination is given, the parties shall work together to develop a transition plan which shall be established no later than one hundred and eighty (180) days prior to the effective date of the

termination and shall provide for an orderly transition of police service responsibilities from the County to Pierce Transit.

- B. Transition Plan: The Transition Plan shall identify and address any personnel, conveyance of equipment to Pierce Transit (if applicable), workload, assignment and any other issues related to the transition. Each party shall bear its own cost in developing the transition plan.
- C. Implementation of Plan. The County and Pierce Transit agree to use best efforts to implement the transition plan to provide an ordered, effective transition of services.
- D. Option to Purchase Vehicles. At the termination of this contract, Pierce Transit shall have the option to purchase the County owned vehicles assigned to Deputies for Pierce Transit at the then-existing undepreciated value of those vehicles.
- E. Unplanned Fiscal Impacts: Due to circumstances beyond Pierce Transit's control, if Pierce Transit's revenues experience an unplanned major fiscal disruption, or if funds are not allocated in the Pierce Transit budget for these services, Pierce Transit may need to eliminate sworn positions provided by the County to Pierce Transit. When eliminating positions, Pierce Transit shall provide the County with the following advance notice:

One Position: 30 days' notice

Two to three positions: 90 days' notice

Four or more positions: 180 days' notice

It is acknowledged that this staffing reduction in basic patrol will negate the minimum staffing proviso as described in Section 2.A., provided that Pierce Transit gives the above-indicated advance notice to the County, and provided that the resultant minimum staffing level is mutually agreed upon by both Pierce Transit and the County.

The County shall provide a credit based on the amounts set forth in Exhibit A for any budgeted position vacated after 30 consecutive days.

SECTION 11. INDEMNIFICATION AND DEFENSE.

To the extent permitted by law, the County shall defend, indemnify, and hold harmless Pierce Transit, its officers, employees, and agents from any and all costs, including reasonable attorney fees, claims, judgments, or awards or damages, resulting from acts or omissions of the County, its officers, employees, or agents arising out of or in connection with the performance of this Agreement except for injuries, damages and judgments caused by the sole negligence of Pierce Transit.

In executing this Agreement, the county does not assume liability or responsibility for or in any way release Pierce Transit from any liability or responsibility which arises in whole or in part from the existence or effect of Pierce Transit's ordinances, rules, regulations, resolutions, customs, polices or practices. If any cause, claim, suit, action or administrative proceeding is

commenced in which the enforceability and/or validity of any such Pierce Transit ordinance, rule, regulation, resolution, custom, policy or practice is at issue, Pierce Transit shall defend the same at its sole expense, and if judgment specifically attributable to such Pierce Transit provisions, is entered and damages are awarded against Pierce Transit, the County, or both, Pierce Transit shall satisfy the same, including all chargeable costs and reasonable attorney's fees and costs.

To the extent permitted by law, Pierce Transit shall defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, including reasonable attorney fees, claims, judgments, or awards of damages, resulting from acts or omissions of Pierce Transit, its officers, employees or agents arising out of or in connection with the performance of this Agreement except for injuries, damages, judgments caused by the sole negligence of the County.

In executing this Agreement, Pierce Transit does not assume liability or responsibility for or in any way release the county from any liability or responsibility which arises in whole or in part from the existence or effect of County ordinance, rules, regulations, resolutions, customs, policies or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the County shall defend the same at its sole expense, and if judgment is entered and damages are awarded against the County, Pierce Transit, or both, the County shall satisfy the same, including all chargeable costs and reasonable attorney's fees and costs.

It is further understood that no liability shall attach to either Party by reason of entering into this Agreement, except as expressly provide herein.

If the claim, suit or action for injuries, death or damages as provided for in the proceeding paragraphs of this Agreement is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees, and (b) the indemnitor or the indemnitor's agents or employees, the indemnity provisions provided for in this paragraphs shall be valid and enforceable only to the extent of the indemnitor's negligence.

In addition to this mutual indemnification and defense provision in this Section 12, the parties acknowledge that any mutually agreed change to County procedure, policy, or operation is subject to the terms of Section 6(C) (iii) (b) herein.

Defense and indemnification obligations shall survive the expiration or termination of this Agreement.

SECTION 12. NO THIRD PARTY BENEFICIARY.

The County does not intend by this agreement to assume any contractual obligations to anyone other than Pierce Transit, and Pierce Transit does not intend by this agreement to assume any contractual obligations to anyone other than the County. The County and Pierce Transit do not intend that there be any third-party beneficiary to this agreement.

SECTION 13. INSURANCE COVERAGE.

The County shall maintain at all times during the course of this agreement a general liability insurance policy or a program of self-insurance which includes coverage for personal injury, bodily injury, property damage, law enforcement professional liability, and employment practices liability or other comparable coverage with a self-insured retention of no more than \$500,000.00 and a policy limit of no less than \$5,000,000.00 dollars and shall name Pierce Transit as an additional insured on any such policies.

SECTION 14. NON-DISCRIMINATION.

The County and Pierce Transit certify that they are Equal Opportunity Employers. The County shall remain committed to encourage a diverse workforce for law enforcement in Pierce Transit. Both parties shall comply with all applicable federal, state and local laws, rules and regulations pertaining to nondiscrimination, and that during the performance of this Agreement, no party shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupation qualification in the administration or delivery of services or any other benefit under this Agreement.

SECTION 15. ASSIGNMENT.

Neither the County nor Pierce Transit shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

SECTION 16. NOTICE.

Any formal notice or communication to be given by the County to Pierce Transit under this agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Pierce Transit
P.O. Box 99070
Lakewood, WA 98496
Attn: General Counsel

Any formal notice or communication to be given by Pierce Transit to the County under this agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Pierce County Sheriff Department
930 Tacoma Avenue South, 1st Floor,
County-City Building
Tacoma, Washington 98402-2100
Attn: Policy and Outreach Manager

The title and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either Pierce Transit or the County giving notice thereof to the other as herein provided.

SECTION 17. WAIVER.

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this agreement.

SECTION 18. AMENDMENT.

Provisions within this agreement may be amended with the mutual consent of the parties hereto. No additions to, or alternation of, the terms of this agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

SECTION 19. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING.

This Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

SECTION 20. SEVERABILITY.

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 21. CONFLICTS.

In the event of a conflict between any other agreement between the parties including, this shall govern.

SECTION 22. ENTIRE AGREEMENT.

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year the last signature hereto is affixed.

PIERCE TRANSIT



Sue Dreier, Chief Executive Officer

Date: 12/19/16



Attorney (Approved as to Form)

PIERCE COUNTY:



Prosecuting Attorney


Date: 2/28/17



Budget and Finance



Pierce County Sheriff



County Executive

EXHIBIT "A" – 2017 COST EXHIBIT

All costs will be billed to Pierce Transit on the basis of actual services provided.

Description	Number/Type	Unit Cost	Total Cost
Command	1 Public Safety Director	\$195,092	\$ 195,092
Command	1 Asst. Chief	\$195,092	195,092
Supervision	2 Sergeants	\$177,098	354,196
Patrol	15 Deputies	\$162,122	2,431,830
Canine Unit	*1 Deputy	\$172,310	172,310
Total	20 F.T.E.		\$3,348,520

* Canine Bomb Dog Deputy rate includes 6% for special assignment.

Exhibit "B"

2017 Specialized Services Rates

Service	Incident Rate
Canine	No charge
SWAT	\$10,875
Hazardous Devices	No charge
Lab Team	No charge
Air Ops	No charge
Detective	\$106 hr., per officer (3 hr. minimum)
Forensic	\$103 hr., per officer (3 hr. minimum)
Marine	\$106 hr. per officer (3 hr. minimum)
Special Event (overtime rate)	\$88/hr.