

Attachment A

15900

**AGENCY AGREEMENT BETWEEN
KING COUNTY AND SOUND TRANSIT
RELATING TO FACILITY EMPHASIS PATROLS**

THIS AGREEMENT is made and entered into by and between Sound Transit, hereinafter referred to as "Sound Transit" and King County, hereinafter referred to as "King County."

IT IS THE PURPOSE OF THIS AGREEMENT to provide overtime funding to King County Sheriff personnel to plan and conduct emphasis patrols during the period between June 15, 2007 and December 31, 2007. The goal of this project is to improve the security of and reduce crime at transit facilities.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

As resources are available, King County will provide a commissioned police officer or officers with appropriate equipment on an overtime basis to conduct emphasis patrols at select Sound Transit facilities. Emphasis patrols are designed to provide a physical police presence, and will focus on citation/enforcement/education. King County will utilize the King County Code of Conduct for enforcement and will operate under established procedures in Metro Transit standard operating procedures.

As resources are available, one-deputy patrols will be performed weekdays (Monday through Friday) between the hours of 1100 and 1900. King County will strive to fill all requested shifts, but cannot compel overtime for this work. King County will strive to use Metro Transit Police staff to achieve consistent staffing of this mission such that the personnel assigned become familiar with the station(s) and transit issues. The time of the shift and/or the number of staff per patrol may be adjusted based on factors such as crime patterns upon mutual agreement of the parties. King County will provide a commissioned police sergeant on an overtime basis to schedule the work and approve overtime forms ("scheduling sergeant").

No on-duty personnel will be funded. In consideration of the benefit to Metro Transit, which shares these facilities, King County will provide on-duty shared supervision of the personnel at no charge to Sound Transit through Metro Transit Police. Supervisors will not be required to maintain a physical presence at Sound Transit facilities, but will respond as needed per King County Sheriff's Office (KCSO) department policies for initial

supervisory response. Follow-up response will be forwarded to the appropriate unit or agency, or handled by the scheduling sergeant, per KCSO department policies.

Work will be performed at the Kent Transit Station. Facilities involved include parking lots, train platforms, elevators, and garages. Upon request by Sound Transit, the on-duty supervisor (sergeant) or scheduling sergeant shall reassign the work to the Tukwila or Auburn transit stations for a period no longer than one shift. The addresses of these facilities are as follows:

Kent Transit Station
301 Railroad Ave N, Kent

Tukwila Transit Station
7301 S 158th St, Tukwila
(Longacres Way)

Auburn Transit Station
23 A St SW, Auburn

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on June 15, 2007 and be completed on December 31, 2007, unless terminated sooner as provided herein. This Agreement may be extended by mutual agreement of both parties.

PAYMENT

The funding provided through this agreement will support the overtime costs of participating officers and scheduling sergeant. Reimbursement to King County will be based on the actual overtime rate of each deputy providing service under the scope of work, including salary and special pays, FICA, and retirement costs. The maximum payment to King County shall not exceed \$90,000 for the satisfactory performance of services. Sound Transit and King County shall monitor hours worked so the maximum dollar amount stated above is not exceeded.

BILLING PROCEDURE

King County shall submit invoices to Sound Transit on a monthly basis. Payment to King County for approved and completed work will be made by warrant or account transfer by Sound Transit within 30 days of receipt and approval of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date.

Payments will be made payable to: King County Sheriff's Office, and will be mailed to the following address: KCSO Budget and Accounting, Mail Stop KCC-SO-0100, 516 Third Avenue, Seattle, WA 98104.

RECORDS MAINTENANCE

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 and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, 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.

RIGHTS IN DATA

Unless otherwise provided, data developed under this Agreement by Sound Transit shall be owned by Sound Transit, and data developed under this Agreement by King County shall be owned by King County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' 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.

TERMINATION FOR CAUSE

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 will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board 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.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

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 and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for Sound Transit is:
Mr. Ken Cummins
401 S. Jackson St.
Seattle, WA 98104
206-398-5322

The Program Manager for the King County Sheriff is:
Captain Dan Pingrey
516 3rd Avenue, Seattle, WA 98104
206-296-4183

IN WITNESS WHEREOF, the parties have executed this Agreement.

Sound Transit

King County

Ellen Gustafson
Deputy Director, Transportation Services

Date

Ron Sims
King County Executive

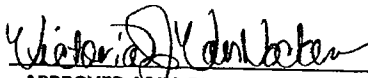
Date



King County Sheriff

7/3/07

Date



APPROVED AS TO FORM ONLY:
King County Prosecutor

6/28/07

Date