



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 18868

Proposed No. 2019-0028.2

Sponsors McDermott

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

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 agency
8 agreement in place with the county.
- 9 2. That agency agreement expires February 28, 2019.
- 10 3. Sound Transit and the county desire to enter into a new agency
11 agreement, which would begin on March 1, 2019.
- 12 4. The Sound Transit Board authorized the chief executive officer to
13 execute the new agency agreement with King County on October 25,
14 2018, through the approval of Motion 2018-117.
- 15 5. Participation in the agreement is to the benefit of the citizens of King
16 County.

17 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

18 SECTION 1. Findings:

19 The current police services agreement between the county and Sound Transit

20 expires on February 28, 2019. Unless this ordinance is adopted as an emergency
21 ordinance, it will not be effective before the current agreement expires. In order to
22 ensure that police services may continue to be provided to Sound Transit without
23 interruption, this ordinance must be effective before February 28, 2019 so that the
24 executive is authorized to execute the new agency agreement.

25 SECTION 2. The county executive is authorized to execute an agreement,
26 substantially in the form attached to this ordinance, with Sound Transit to provide
27 policing services.

28 SECTION 3. The county council finds as a fact and declares that an emergency
29 exists and that this ordinance is necessary for the immediate preservation of public peace,

30 health or safety or for the support of county government and its existing public
31 institutions.
32


Ordinance 18868 was introduced on 1/14/2019 and hearing held/closed and passed as amended by the Metropolitan King County Council on 2/20/2019, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles
and Ms. Balducci
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Rod Dembowski, Chair


ATTEST:


Melani Pedroza, Clerk of the Council

Attachments: A. Agency Agreement Relating to Transit Security and Law Enforcement Services, dated February 14, 2019

**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 obtain law enforcement services from the King County Sheriff's Office ("KCSO"), an office of King County, utilizing KCSO personnel and equipment in support of Sound Transit's security plan. The KCSO has appropriate jurisdiction and staffing to provide these services.

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 next calendar year. However, Sound Transit may request changes to its service level at any time by written request to KCSO. 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 person selected to be Sound Transit's police chief will have a minimum rank of Major. Sound Transit will select the person to serve as police chief from a list of interested and eligible persons provided by KCSO. The Sound Transit 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

¹ Capitalized terms are defined in Exhibit D: Glossary.

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.
- 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. 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 13.
- 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 Exhibit B with the lesser of the two total amounts as the basis for the calculation of monthly payment in section 7. This Exhibit B will hereinafter in this section be referred to as the "Final Exhibit B."

- 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 before the KCSO has sent an Adopted Exhibit B to Sound Transit, KCSO shall prepare and transmit to Sound Transit an Amended Proposed Exhibit B to reflect a change in the monthly payments for the remainder of the year. If Sound Transit changes service levels during the year after the KCSO has sent an Adopted Exhibit B to Sound Transit, KCSO shall prepare and transmit to Sound Transit an Amended Final Exhibit B to reflect a change in the monthly payments for the remainder of the year.
- vii. If federal, state or local laws or regulations, not in force or effect at the time of the new Agency Agreement is executed, make standards more stringent or compliance more costly under the new Agency Agreement during the year, but before the KCSO has sent Sound Transit an Adopted Exhibit B, KCSO shall prepare and transmit to Sound Transit an Amended Proposed Exhibit B. If such federal, state, or local laws or regulations come into effect after the KCSO has sent Sound Transit an Adopted Exhibit B, KCSO shall prepare and transmit to Sound Transit an Amended Final Exhibit B. If the additional cost does not qualify for reimbursement under the Sound Transit's financial assistant contracts with the Department of Transportation, Sound Transit agrees to pay out of an available revenue source the additional costs associated with such federal, state or local laws or regulations referenced herein, notwithstanding any language to the contrary found in Attachment 1 to this agreement. If Sound Transit disagrees with an inclusion of additional cost, such disagreement shall be handled through the Dispute Resolution process described in section 13.

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-April reports will be provided by May 31 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 working overtime for Sound Transit.

6. Sound Transit Training Requirements

- A. It is the intent of Sound Transit and KCSO to provide transit related training as needed to Sound Transit assigned personnel under this agreement. From time to time Sound Transit will request that KCSO personnel attend these trainings. Sound Transit will supply KCSO all needed information to comply with these training requests. KCSO will bill Sound Transit for all training and related travel cost consistent with Sound Transit's Travel and Expense Policy (Exhibit E).
- B. The police chief is responsible for approving and coding all travel and training forms, and for sending the forms to the appropriate KCSO Unit for processing.
- C. Sound Transit will pay KCSO the actual cost for KCSO personnel training and travel related expenses.

7. 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. Invoices for Sound Transit training requirements under section 6 shall be billed separately.
 - iii. 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

8. 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.

9. Term and Termination

- A. The term of this agreement shall commence on March 1, 2019 and expire on December 31, 2026, with two options for additional seven year periods. The King County Executive shall obtain authorization from the King County Council prior to exercising any option. The exercise of an option shall be by amendment to this agreement in accordance with section 12 of this agreement.
- 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, 2026, such party will provide written notice to the other party by December 31, 2025.

10. 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.

11. Rights in Data

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.

12. Amendments

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

13. 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 (or designee) 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. **Police Agency Chiefs Committee:** The Police Agency 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. While not part of the dispute resolution process, the Police Agency Chiefs Committee remains a resource to the Sound Transit Police Chief for operational questions.

14. Governance

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.

15. Assignment

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.

16. 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.

17. Severability

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.

18. Party Representatives

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

19. 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, fines, penalties, costs and expenses (including reasonable attorney fees), 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 officials, contractors, and/or employees, agents, and representatives in performing its obligations under this agreement. In the event any such liability arises from the concurrent negligence of both parties, the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying party and its actors. 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. Sound Transit and the County expressly do not waive their immunity against Claims brought by their own respective 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. 5333(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.

20. 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.

21. Federal Terms and Conditions

This agreement is subject to the provisions included in Attachment 1, Federal Clauses.

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

Sound Transit

King County

 Peter M. Rogoff
 Chief Executive Officer, Sound
 Transit

Date

 Dow Constantine
 King County Executive

Date

 Mitzi Johanknecht
 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)

EXHIBIT B: Annual Cost of Services

18868
FINAL 2019P Exh B, Sound Transit Police - Adding 2 Sgts & 6 Deputies on 1/1/19 & 10 Deputies on 4/1/19)

DIRECT COSTS

	FTEs	Salary	Benefits	Salary & Benefits	Non-Salary	Total Cost
Major (Chief)	1.00	163,954	39,195	203,149		203,149
Captain (added 1 on 1/1/16)	2.00	137,757	37,406	175,163		350,325
Patrol Sergeant (Adding 2 on 1/1/19, 2 on 4/1/18, convert 1 on 7/1/17, and 1 on 4/1/16)	12.00	112,271	36,005	148,276		1,779,316
Detective Sergeant	2.00	112,271	36,005	148,276		296,553
Transit Pro-Act Detective * (added 1 on 4/1/16)	5.00	95,717	33,295	129,012		645,061
Transit Patrol Officer * (Adding 6 on 1/1/19, 10 on 4/1/19, 10 on 4/1/18, 2 on 4/1/17 & 2 on 1/1/16)	56.50	95,717	33,295	129,012		7,289,194
K-9 Officer * (Converted 2 deputies to K9 on 6/1/17 and 1/1/18)	4.00	95,717	33,295	129,012		516,049
Crime Analyst (PPM II)	1.00	101,285	40,735	142,020		142,020
Clerical Staff, AS III	1.00	62,182	32,746	94,928		94,928
COLA Adjustment (optional)						-
Subtotal Salary/benefits	84.50					11,316,595
Duty Pay: Detective (Sergeant)	2.00	6,888	897	7,785		15,571
Duty Pay: Detective (Deputy)	5.00	5,743	748	6,491		32,457
Duty Pays - Canine Deputy	4.00	9,572	1,247	10,819		43,276
*** Subtotal Duty Pays						91,303
Major Special Pays	1.00	4,695	321	5,016		5,016
Captain Special Pays	2.00	16,587	1,133	17,719		35,439
K-9 Deputy Special Pays (non-patrol)	4.00	9,445	1,231	10,675		42,701
Sgt/Deputy Patrol Special Pays	68.50	10,870	1,416	12,286		841,597
Detective Sgt / Detective Special Pays (non-patrol)	7.00	9,445	1,231	10,675		74,726
Crime Analyst/ASIII Special Pays	2.00	459	94	553		1,105
Subtotal Special Pays	84.50					1,000,584
Officer/Detective/Sergeant/Crime Analyst/ASIII Overtime	81.50	8,438	1,115	9,553		778,543
Subject to Reconciliation						
Total Direct Costs:						13,187,024

SUPPLIES/SERVICES AND OVERHEAD

	FTEs	Salary	Benefits	Salary & Benefits	Non-Salary	Total Cost
Quartermaster	82.50				633	52,215
Supplies	84.50				211	17,861
Services	84.50				287	24,268
Central IT Support	84.50				945	79,888
Motorpool - Vehicle costs (Includes add'l Tahoe)	74.50					1,142,960
Cell Phones (officers only)	82.50				998	82,335
Accurant (service/license for Detective)	2.00				861	1,721
Insurance	84.50				3,300	278,850
800 MHz	82.50				2,323	191,673
MARR accident investigation	82.50				161	13,314
Subtotal Supplies & Services						1,885,085
Division Admin (portion of Chief Deputy Admin)	84.50				1,066	90,055
Department Admin: All	84.50				15,788	1,334,122
Department Admin: Sworn****	82.50				10,331	852,282
Subtotal Overhead						2,276,460
Total Overhead & Supplies/Services:						4,161,545

OTHER ADJUSTMENTS

Shared Dispatch Services <i>Estimate - depends on final FTE count ** (Includes new FEO console)</i>						496,288
Reconciliation Charge/Credit for 2018 Sworn Salary, Benefits, Overtime, Special and Duty Pays						-
Total Other Adjustments:						496,288

TOTAL Exhibit B Cost ***

84.50 **\$17,844,857**

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

** Beginning in 2017, Shared Dispatch includes the additional dispatch cost of Fare Enforcement Officers.

*** Starting in 2017A, Duty pays for TAC30, Bomb and Dive have been removed.

**** Anti-bias training is included in Dept sworn overhead.

Because the Guild agreement is still pending, placeholder COLAs for Deputies and Sgts are based on 3% COLA in 2017, 2.75% COLA in 2018, and 3.0% in 2019. Motorpool was updated based on the July 2018 inventory.

2019 grant revenue is estimated at \$240,000, but is not included above.

The 2015A exhibit reflected the following FTE adds: on 1/1/15 4 deputies, on 4/1/15 4 deputies and 2 sergeants, on 10/1/15 2 deputies

The 2016A exhibit reflected additional adds on 1/1/16 of 1 Captain, 1 Sgt & 2 Officers. It also reflects adds on 4/1/16 of 1 Sgt and 1 Detective.

The 2017A exhibit reflected 2 deputy FTE adds on 4/1/17, plus 1 deputy converted to a Sgt on 7/1/17.

The 2018A exhibit reflects 2 Sgt adds and 10 Deputy adds on 4/1/2018.

The 2019P exhibit reflects 2 sergeant and 6 deputy adds on 1/1/19 and another 10 deputy adds on 4/1/19.

Cost of Current Officers =	14,739,903
Cost of Adds (Lead Time) =	3,104,955
	\$17,844,858

FINAL 2019 Proposed Exhibit B, Sound Transit Police - Current Staffing

DIRECT COSTS

	FTEs	Salary	Benefits	Salary & Benefits	Non-Salary	Total Cost
Major (Chief)	1.00	163,954	39,195	203,149		203,149
Captain	2.00	137,757	37,406	175,163		350,325
Patrol Sergeant	10.00	112,271	36,005	148,276		1,482,763
Detective Sergeant	2.00	112,271	36,005	148,276		296,553
Transit Pro-Act Detective*	5.00	95,717	33,295	129,012		645,061
Transit Patrol Officer*	43.00	95,717	33,295	129,012		5,547,528
K-9 Officer *	4.00	95,717	33,295	129,012		516,049
Crime Analyst	1.00	101,285	40,735	142,020		142,020
Clerical Staff , AS III	1.00	62,182	32,746	94,928		94,928
Subtotal Salary/benefits	69.00					9,278,376
Duty Pays - Detective Sergeant	2.00	6,888	897	7,785		15,571
Duty Pay: Detective (Deputy)	5.00	5,743	748	6,491		32,457
Duty Pays - Canine Deputy	4.00	9,572	1,247	10,819		43,276
Subtotal Duty Pays						91,303
Major Special Pays	1.00	4,695	321	5,016		5,016
Captain Special Pays	2.00	16,587	1,133	17,719		35,439
K-9 Deputy Special Pays (non-patrol)	4.00	9,445	1,231	10,675		42,701
Sgt /Deputy Patrol Special Pays	53.00	10,870	1,416	12,286		651,162
Detective Sgt / Detective Special Pays (non-patrol)	7.00	9,445	1,231	10,675		74,726
Crime Analyst/ASIII Special Pays	2.00	459	94	553		1,105
Subtotal Special Pays	69.00					810,149
Officer/Detective/Sergeant/ Crime Analyst/ASIII Overtime	66.00	8,438	1,115	9,553		630,476
Subject to Reconciliation						
Total Direct Costs:						10,810,305

SUPPLIES/SERVICES AND OVERHEAD

	FTEs	Salary	Benefits	Salary & Benefits	Non-Salary	Total Cost
Quartermaster	67.00				633	42,405
Supplies	69.00				211	14,584
Services	69.00				287	19,816
Central IT Support	69.00				945	65,234
Motorpool - Vehicle costs	68.00					1,025,440
Cell Phones (officers only) - (new in 2014A)	67.00				998	66,866
Accurint (service/license for Detective) - (new in 2014A)	2.00				861	1,721
Insurance	69.00				3,300	227,700
800 MHz	67.00				2,323	155,662
MARR accident investigation	67.00				161	10,813
Subtotal Supplies & Services						1,630,242
Division Admin	69.00				1,066	73,536
Department Admin: All	69.00				15,788	1,089,402
Department Admin: Sworn	67.00				10,331	692,156
Subtotal Overhead						1,855,094
Total Overhead & Supplies/Services:						3,485,337

OTHER ADJUSTMENTS

Shared Dispatch Services <i>Estimate - depends on final FTE count ** (Does Not include FEO dispatch costs)</i>						444,261
Reconciliation Charge/Credit for 2018 Sworn Salary, Benefits, Overtime, Special and Duty Pays						-
Total Other Adjustments:						444,261

TOTAL Exhibit B Cost ***	69.00					\$14,739,903
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18868
FINAL 2019 Proposed Exhibit B, Sound Transit Police - Cost of Adds (Lead time)

DIRECT COSTS

	FTEs	Salary	Benefits	Salary & Benefits	Non-Salary	Total Cost
Major (Chief)	0.00	163,954	39,195	203,149		-
Captain	0.00	137,757	37,406	175,163		-
Patrol Sergeant (Adding 2 on 1/1/19)	2.00	112,271	36,005	148,276		296,553
Detective Sergeant	0.00	112,271	36,005	148,276		-
Transit Pro-Act Detective*	0.00	95,717	33,295	129,012		-
Transit Patrol Officer * (added 6 on 1/1/19 and 10 on 4/1/19)	13.50	95,717	33,295	129,012		1,741,666
K-9 Officer *	0.00	95,717	33,295	129,012		-
Crime Analyst	0.00	101,285	40,735	142,020		-
Clerical Staff , ASIII	0.00	62,182	32,746	94,928		-
Subtotal Salary/benefits	15.50					2,038,219
Duty Pays - Detective Sergeant	0.00	6,888	897	7,785		-
Duty Pay: Detective (Deputy)	0.00	5,743	748	6,491		-
Duty Pays - Canine Deputy	0.00	9,572	1,247	10,819		-
Subtotal Duty Pays						-
Major Special Pays	0.00	4,695	321	5,016		-
Captain Special Pays	0.00	16,587	1,133	17,719		-
K-9 Deputy Special Pays (non-patrol)	0.00	9,445	1,231	10,675		-
Sgt/Deputy Patrol Special Pays	15.50	10,870	1,416	12,286		190,434
Detective Sgt / Detective Special Pays (non-patrol)	0.00	9,445	1,231	10,675		-
Crime Analyst/ASIII Special Pays	0.00	459	94	553		-
Subtotal Special Pays	15.50					190,434
Officer/Detective/Sergeant/ Crime Analyst/ASIII Overtime	15.50	8,438	1,115	9,553		148,066
Total Direct Costs:						2,376,719

Subject to Reconciliation

SUPPLIES/SERVICES AND OVERHEAD

	FTEs	Salary	Benefits	Salary & Benefits	Non-Salary	Total Cost
Quartermaster	15.50				633	9,810
Supplies	15.50				211	3,276
Services	15.50				287	4,451
Central IT Support	15.50				945	14,654
Motorpool - Vehicle costs	6.50					117,520
Cell Phones (officers only) - (new in 2014A)	15.50				998	15,469
Accurint (service/license for Detective) - (new in 2014A)	0.00				861	-
Insurance	15.50				3,300	51,150
800 MHz	15.50				2,323	36,011
MARR accident investigation	15.50				161	2,501
Subtotal Supplies & Services						254,844
Division Admin	15.50				1,066	16,519
Department Admin: All	15.50				15,788	244,721
Department Admin: Sworn	15.50				10,331	160,126
Subtotal Overhead						421,365
Total Overhead & Supplies/Services:						676,209

OTHER ADJUSTMENTS

Shared Dispatch Services <i>Estimate - depends on final FTE count ** (Includes new FEO console costs)</i>						52,027
Reconciliation Charge/Credit for 2018 Sworn Salary, Benefits, Overtime, Special and Duty Pays						-
Total Other Adjustments:						52,027

TOTAL Exhibit B Cost *** **15.50** **\$3,104,955**

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 Major 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, except that travel costs and expenses for the trainings detailed in section 6 of this Agreement will be calculated using Sound Transit's Travel and Expense Policy.
 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	<p>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.</p> <p>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.</p>
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.
Major	Appointed by the Sheriff with the consent of the County Council and subordinate to the rank of Chief.
Promotion	The movement of an employee to a higher rank.
Special pay	<p>Special pays are provided to employees in addition to salary to reflect items such as longevity, education, holiday pay, and FTO/PTO pay.</p> <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.

Term	Definition
	<ul style="list-style-type: none"><li data-bbox="513 281 1391 373">• 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.

Exhibit E: Sound Transit Travel and Expense Policy

Travel costs including transportation, lodging, subsistence and incidental expenses incurred by KCSO personnel and each of its subconsultants while attending trainings requested by Sound Transit under section 6 of this Agreement will be calculated under the terms of this exhibit. All travel costs must be approved in advance by Sound Transit and supported by itemized receipts, logs, expense reports, etc. Allowable and unallowable expenses are as follows:

1. Allowable:

- A. Local travel shall be by bus, taxi, or compact rental car.
- B. A maximum approved IRS per-mile rate will be paid for the operation, maintenance, and depreciation costs of the company or individually owned vehicles for that portion of time they are used for Project work.
- C. Reimbursement for meals and lodging shall not exceed the per diem rates for Washington State as established by the General Services Administration, Transportation Management Policy Division of the Federal Government (<https://www.gsa.gov/travel-resources>). Meals reimbursed at per diem rates do not require receipts.
- D. Air travel shall be by coach class at the lowest price available.

2. Unallowable:

The following items that may be associated with business travel will not be reimbursed by Sound Transit:

- A. Airline club memberships.
- B. Alcohol
- C. Meals not for the submitting individual(s)
- D. Airline upgrades.
- E. Business class for domestic flights or first class for all flights.
- F. Childcare, babysitting, house-sitting, or pet-sitting/kennel charges.
- G. Commuting between home and the primary work location.
- H. Costs incurred by traveler's failure to cancel travel or hotel reservations in a timely fashion.
- I. Evening or formal wear expenses.
- J. Haircuts and personal grooming.
- K. Laundry and dry cleaning.
- L. Passports, vaccinations and visas when not required as a specific and necessary condition of the travel assignment.
- M. Personal entertainment expenses, including in-flight movies, headsets, health club facilities, hotel pay-per-view movies, in-theater movies, social activities and related incidental costs.

- N. Travel accident insurance premiums or purchase of additional travel insurance.
- J. Other expenses not directly related to the business travel.

ATTACHMENT 1 Federal Terms and Conditions**A. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

This Agreement may be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation, which incorporate the current FTA Master Agreement and FTA Circular 4220.1, as amended. King County is required to comply with all terms and conditions prescribed for third party contracts in the FTA Master Agreement and FTA Circular 4220.1, as amended, which are hereby incorporated into this Agreement by this reference. If there is a conflict between provisions contained in this Agreement and the FTA mandated terms and conditions, the FTA mandated terms and conditions shall control.

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

B. FEDERAL FUNDING LIMITATION

King County understands that some funds to pay for King County's performance under this Agreement are anticipated to be made available from the United States Department of Transportation through the FTA. All such funds must be approved and administered by FTA. If funds are not allocated, or ultimately are disapproved by FTA, Sound Transit may terminate or suspend the services paid by these funds, per Section 9(B), without penalty. Sound Transit shall notify King County promptly in writing of the non-allocation, delay, or disapproval of funding.

C. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

King County 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 Project. 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.

D. CHANGES TO FEDERAL REQUIREMENTS

1. In the event local, state or federal laws or regulations that were not announced or enacted at the time of the agreement, and such laws or regulations make standards more stringent or compliance more costly under this agreement, King County must notify Sound Transit in writing of such changes and their effects on the pricing or delivery schedule promptly after King County first becomes aware of the changes and prior to incurring any such expenses.
2. Sound Transit will make a determination as to whether King County should be reimbursed for any such expenses or any time extensions should be granted in accordance with the provisions of the agreement's Scope of Work.
3. King County shall be deemed to have had notice of any Federal, state, or local law or regulation announced or enacted at the time of contract award, even though such law or regulation did not take effect or become operative until some date after the contract award.
4. King County must, immediately upon becoming aware of any such imposition or change of requirement, provide Sound Transit with full and detailed particulars of the changes required in the equipment and of costs involved therein, or it will be deemed to have waived any rights under this Section. In the event any governmental requirements are removed, relaxed or changed in any way after the date of contract award so as to make King County's performance less expensive, or less difficult, then Sound Transit will have the option either to require King County to perform pursuant to the more rigorous requirements or to receive a reduction in the price for all savings in direct costs which may be realized by King County by reason of such change and appropriate adjustments in deductions for overhead and profit made so as to

reflect actual savings made by King County. Sound Transit will give King County notice of Sound Transit's determination, and anticipated savings.

E. ACCESS TO THIRD PARTY CONTRACT RECORDS

For a period of six years following final payment by Sound Transit to King County under this agreement, King County must maintain all books, records, documents and other evidence related to performance of the services under this agreement. Sound Transit and its authorized representatives will have access to such materials for the purpose of inspection, copying, cost review, and audit during King County's normal business hours. Substantially all of the foregoing paragraphs must be included in each subcontract agreement.

F. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

1. As a recipient of financial assistance from the federal Department of Transportation (DOT), through the Federal Transit Administration (FTA), Sound Transit developed and administers a Disadvantaged Business Enterprise (DBE) Program, which includes a Small Business component, in accordance with 49 Code of Federal Regulations (CFR) Part 26 (the "DBE Regulations"). King County shall review and comply with applicable provisions in the DBE Regulations. The definitions of DBE and Small Business are included in Sound Transit's DBE Program, a copy of which will be provided to King County upon request.

2. Sound Transit did not anticipate that participation by subconsultants or subcontractors would be required by King County to satisfactorily perform the work under this Agreement. Accordingly, Sound Transit did not establish any goal for participation by DBEs and Small Businesses in the work under this Agreement.

3. If King County determines that subcontracting is necessary to satisfactorily perform the work under this Agreement, King County shall afford DBEs and Small Businesses an equal, non-discriminatory opportunity to compete for business as subconsultants, subcontractors and suppliers.

G. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

1 King County recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Accordingly, by signing the Agreement, King County certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered Grant Agreement, cooperative agreement, or this Agreement. In addition to other penalties that may be applicable, King County acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on King County, to the extent the Federal Government deems appropriate.

2 King County also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on King County the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3 King County agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

H. 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.

I. ENERGY CONSERVATION

King County shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.).

J. 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.

K. PATENT AND RIGHTS IN DATA

1 All work (preliminary, draft, and final) performed by King County under this agreement is the property of Sound Transit. Sound Transit will own any and all data, documents, working papers, computer programs, photographs, and other material produced by King County pursuant to this agreement, and King County hereby assigns and transfers to Sound Transit any and all intellectual property rights for such materials. King County will provide Sound Transit with copies of all such materials including, without limitation, any research memoranda prepared under this agreement. Under no circumstances, including pending disputes between Sound Transit and King County, will King County fail to deliver possession of said documents and materials to Sound Transit upon demand.

4 This Section will survive any expiration or termination of this agreement.

L. FEDERAL CIVIL RIGHTS REQUIREMENTS

In addition to Sound Transit nondiscrimination requirements set forth in other Sections in this Agreement, the following Federal requirements apply to King County's performance under this Agreement:

1. 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. Specific requirements to implement Title VI and the Americans with Disabilities Act of 1990 are included in Sections 21 and 22, respectively, of this Agreement.

2. Equal Employment Opportunity - In addition to the provisions set forth in Section 15 of this Agreement, the following equal employment opportunity requirements apply to this Agreement:

- a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, King County agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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.

- b. 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.
- c. 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 subconsultant 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.

M. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

2 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.

3 By signing and submitting 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. King County further agrees to include a provision requiring such compliance in its lower tier covered transactions.

N. LOBBYING CERTIFICATION AND DISCLOSURE

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 a Member of Congress in connection with the awarding of any federally funded contract, the making of any Federal grant or loan, or entering into any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. King County and Subconsultants 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 "Certification Regarding Lobbying," included in the Request for Proposals. 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 subconsultants 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 subconsultants. 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 subconsultants 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:

- d. 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
- e. A change in the person(s) influencing or attempting to influence this federally funded Agreement; or
- f. A change in the officer(s), employee(s) or member contracted to influence or attempt to influence this federally funded Agreement.

O. CLEAN WATER

King County agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. King County agrees to report each violation to Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

King County also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

P. CLEAN AIR

King County agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §.§ 7401 et seq. King County agrees to report each violation to Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

King County also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ATTACHMENT 2 CERTIFICATION OF KING COUNTY REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**Instructions for Certification:**

By signing and submitting this form, the prospective lower tier participant² is providing the signed certification set out below.

- A. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Sound Transit may pursue available remedies, including suspension and/or debarment.
- B. The prospective lower tier participant shall provide immediate written notice to Sound Transit if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "bid/proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Sound Transit for assistance in obtaining a copy of those regulations.
- D. The prospective lower tier participant agrees by entering into this agreement, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Sound Transit.
- E. The prospective lower tier participant further agrees by entering into this agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- G. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- H. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Sound Transit may pursue available remedies including suspension and/or debarment.

² "Lower tier participant" includes all contractors, consultants, subcontractors and subconsultants participating on any of Sound Transit's contracts.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion"

- i. The prospective lower tier participant certifies, by entering into this agreement, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- J. When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

King County: _____
(Type or Print Company Name)

By: _____
(Signature) (Title)

Print Name: _____

ATTACHMENT 3 CERTIFICATION REGARDING LOBBYING

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

- A. 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.
- B. 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.)]
- C. 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.]

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

Signature of King County's Authorized Official

Date

Name and Title of King County's Authorized Official