

**AMENDMENT NO. 3 TO SERVICE AGREEMENT
BETWEEN PIERCE COUNTY AND
PIERCE TRANSIT PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION
FOR TRANSIT POLICING, EMERGENCY AND SECURITY RELATED SERVICES**

WHEREAS; Effective November 19, 2013, Pierce Transit appointed Pierce County Sheriff's Department employee William Cassio to serve as Acting Public Safety Chief for Pierce Transit while Pierce Transit conducted an internal investigation. On January 27, 2014, the Pierce County Sheriff's Department indicated in correspondence that beginning February 3, 2014, it would charge Pierce Transit for Mr. Cassio's position at the Deputy Chief rate; and

WHEREAS; From November 19, 2013, through February 2, 2014, the Sheriff's Department did not charge for the service; and

WHEREAS; Effective February 2, 2014, the Sheriff's Department began charging for the service at a rate of \$178,537 for 2014 and pro-rated at \$14,879 per month; and

WHEREAS; Pierce Transit desires to continue Mr. William Cassio's appointment as Acting Public Safety Chief for a period of thirteen months from the date of his appointment or until a permanent arrangement to lead Pierce Transit's Public Safety Department is in place, whichever is later;

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:

2.0 Scope of Services is amended as follows:

2.9 The County will provide an employee to serve as Pierce Transit's Acting Chief of Public Safety who shall be a contracted employee of the Pierce County Sheriff's Department. The Pierce County Sheriff's Department employee shall be Mr. William Cassio and he shall serve in this capacity for a period of thirteen months from the date of his appointment or until a permanent arrangement to lead Pierce Transit's Public Safety Department is in place, whichever is later. He shall communicate with the Sheriff and Pierce Transit on operational assignments relating to this Agreement and issues of concern to Pierce Transit, its employees and passengers.

2.10 Mr. Cassio shall be paid through the Pierce County payroll system, but shall perform the duties as specified in the Pierce Transit Chief of Public Safety job description, attached hereto as Exhibit "G."

3.0 Scope of Services is amended as follows:

3.4 Pierce Transit will provide an office for the Deputy Chief and the Acting Chief of Public Safety that allows for private conversation and contains adequate space for filing and storage of intellectual assets consistent with the supervision and managing of law enforcement personnel.

5.0 Compensation is amended as follows:

5.6 Compensation for the Acting Chief of Public Safety position shall be charged by the Pierce County Sheriff's Department at the rate of \$178,537 per year and pro-rated at \$14,879 per month to cover salary and benefits for Mr. Cassio's position. This rate may increase based on the language detailed in 5.2 of the agreement and effective January 1, 2015.

7.0 Termination is amended as follows:

7.2 The County may terminate the provision of Acting Chief services in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the County shall be entitled to payment for any time Mr. Cassio has worked as Acting Chief at contract prices. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

17.0 Indemnification is amended as follows:

17.1 Pierce Transit agrees to fully defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense related to actions or inactions of Mr. Cassio while in the course and scope of his work as the Chief of Public Safety and at Pierce Transit's direction. Pierce Transit's defense and indemnity obligation to the County includes but is not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Mr. Cassio, Pierce Transit, its officers, employees, and agents, its Subcontractors, its successor or assigns, or its or their agent, servants, or employees. Pierce Transit's agreement to defend and indemnify the County does not extend to any claim, loss or expense arising out of the actions or inactions or sole negligence of the County, its appointed or elected officers, employees, or agents.

17.2 In the event of a claim, loss or expense brought against Pierce Transit related to the actions or inactions of Mr. Cassio while acting specifically as an employee of the County and at the sole direction of the

County, the County will fully defend, indemnify, and save harmless Pierce Transit, its appointed and elected officers and employees from and against any such loss or expense. The County's defense and indemnity obligation to Pierce Transit includes, but is not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon Pierce Transit, its Board of Commissioners or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, and for damages to property including loss of use thereof. The County's agreement to defend and indemnify Pierce Transit does not extend to any claim, loss or expense arising out of the actions or inactions or negligence of Pierce Transit, its Board of Commissioners, employees, or agents.

17.3 The County shall have the right, but not the obligation, to defend itself and/or its employee. In the event that Pierce Transit defends the County and/or its employee pursuant to this agreement, the County shall have the right to approve legal counsel to defend against the claim, demand or cause of action.

17.4 In any instance in which Pierce Transit has not accepted without reservation the defense and indemnity of a claim, demand or cause of action against the County, approval of the County shall be required to settle or compromise the claim, demand or cause of action. In instances in which Pierce Transit has accepted full responsibility to defend and indemnify the County for a claim, demand or cause of action, Pierce Transit, after advising, consulting with, and considering the County's position, may approve and retains final authority to settle or compromise the claim, demand, or cause of action.

17.5 The parties will cooperate and use their best efforts to assist in defending against said suit or claim.

All other terms and conditions of the interlocal agreements and previous amendments shall remain the same.

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

END OF AGREEMENT. SIGNATURE PAGE IMMEDIATELY FOLLOWING.

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract # 58956-04

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2014.

Pierce Transit:

 9/10/14
Signature Date

Chief Executive Officer

Title of Signatory Authorized by Pierce Transit Code

Name: Lynne Griffith

Address: 3701 96th Street SW

Lakewood, WA 98499-4431

Mailing

Address: P.O. Box 99070

Lakewood, WA 98496-0070

Contact Name: Dana Henderson, General Counsel

Phone: 253-777-4977

Fax: _____

PIERCE COUNTY:


Approved As to Legal Form Only:

 11/13/14
Prosecuting Attorney Date

Recommended:

 12/2/14
Budget and Finance Date

Approved:

 12/10/14
Department Director Date
(less than \$250,000)


 12-11-14
County Executive (over \$250,000) Date
Deputy Executive

EXHIBIT G

JOB DESCRIPTION

CHIEF OF PIERCE TRANSIT DEPARTMENT OF PUBLIC SAFETY

SUMMARY

Under direction, provides leadership for the Public Safety function of Pierce Transit including development of Public Safety Department goals, objectives, and priorities. Directs, plans, develops, organizes, coordinates, and evaluates comprehensive public safety and security and transit police programs consistent with Pierce Transit's strategic plan. Oversees the development and implementation of policies and procedures to protect employees, customers, and property. Analyze the investigations and reports of criminal activities. The person in this position is responsible for the coordination of the transit police and security sections of Pierce Transit. Mentors, supervises, trains and evaluates the performance of assigned personnel. Is an integral member Pierce Transit's management team. Performs other related work.

DISTINGUISHING CHARACTERISTICS

This is a professional management level position that leads and directs Pierce Transit's system security and emergency preparedness, and transit police functions. Responsibilities include development, enhancement, management and evaluation of public safety. Develop policies and procedures and practices to protect Pierce Transit's assets, customers, resources and personnel; directing the investigation of alleged or suspected violations of Pierce Transit policy or criminal and civil law. Direct, trend, and evaluate information programs aimed at educating the public and employees for effectiveness.

This position reports to the Chief Operations Officer. Work is reviewed periodically to assure conformance with established Pierce Transit goals and achievement of results consistent with program objectives.

Work involves coordination with the Pierce Transit Executive Team, other Pierce Transit departments, and external customer groups; and requires well-developed communication skills, and the ability to work collaboratively to resolve problems and conflicts, and the ability to provide guidance and leadership regarding assigned functions.

Supervision received from: Chief Operations Officer

Supervision exercised over: Security Planning & Response Manager

Deputy Chief Transit Police

Physical Security & Records Manager

Tacoma Police Department Sergeant

Lakewood Police Department Sergeant

Pierce County Assistant Chief

ESSENTIAL FUNCTIONS

Plans, organizes, coordinates, and controls the activities and functions of the Pierce Transit Office of Public Safety; ensures implementation of Department goals and objectives.

Directs and facilitates Pierce Transit's public safety and security programs including coordination of law enforcement (internal & external) and private security efforts.

Serve as the spokesperson for Pierce Transit with regard to safety and security issues. Therefore, it is very important that this position maintains good public relations and communications with city, county and state law enforcement emergency management agencies. Advises on best practices.

Occupies leadership/membership roles with law enforcement organizations that influence decisions, identify trends in security concerns. Develops and trends crime prevention programs for Pierce Transit, provides public safety statistics to the Chief Executive Officer on effectiveness.

Defines broad goals and implements appropriate activities for the Department; approves new security initiatives and projects; ensures that contract terms are fulfilled qualitatively and financially.

Monitors use of force investigations to determine Pierce Transit liability trends due to altercations involving employees; review interviews that are based on transit related criminal allegations.

Ensures the Department conforms to Pierce Transit's mission, goals, and objectives; and develops the annual Department work plan and strategies to achieve stated goals.

Ensures and encourages cooperation and collaboration with other Department Directors and with other Department personnel to identify and initiate innovative programs and policies.

Trains, supervises and evaluates the performance of assigned personnel; selects, counsels and disciplines employees as appropriate; provides appropriate staff development and training opportunities.

Assists employees with personal and performance problems; resolves grievances at the earliest possible stage and represents Pierce Transit Public Safety Department at hearings and arbitrations as requested.

Develops and administers assigned program budgets; monitors and authorizes expenditures in accordance with budgetary limitations, Pierce Transit policies and sound fiscal management principles.

OTHER FUNCTIONS

Remains current regarding best practices, trends and technology in the overall management of the Pierce Transit Public Safety Department.

Attends a variety of meetings and serves on committees as required.

Performs other duties as assigned.

KNOWLEDGE & SKILLS

Knowledge of: leadership practices and techniques; rapid cycle improvement processes; principles of public safety and transit police functions, principles of training, employee development, and supervision; budget and contract administration.

Skill in: leading teams; developing and implementing long and short range security plans, planning, organizing and coordinating the agencies criminal investigations; developing rules and regulations for parking and traffic management; establishing programs for crime and accident prevention; providing security for special events; crisis and emergency response coordination; and, ensuring that mandatory training for all staff is conducted; supervising, training and evaluating the performance of assigned personnel; communicating effectively both orally and in writing; establishing and maintaining effective and cooperative working relationships with internal and external customers, establishing priorities, resolving conflicts; and using computers and related software applications.

MINIMUM QUALIFICATIONS

Required: Bachelor's degree in law enforcement, criminal justice, the social sciences or related field and five years of increasingly responsible professional level experience in public safety including three years of supervisory experience; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.