

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

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

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

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

WHEREAS, the parties entered into an agreement for law enforcement services on January 1, 2017, and subsequently amended that agreement on February 23, 2021; and

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

WHEREAS, the parties are authorized to enter into such agreements by virtue of RCW 39.34 and 35.02.225. **NOW, THEREFORE**, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and Pierce Transit as follows:

SECTION 1. PURPOSE.

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

SECTION 2. DIRECT SERVICES.

The County will provide law enforcement services as described in the categories below within the Pierce Transit service area at the level described in Exhibit “A” attached hereto and incorporated herein by this reference, and at the cost described in Exhibit “B,” which is also attached hereto and incorporated herein by this reference. Patrol Deputies, Sergeants, K9 Units, Investigators and Public Safety Chief categories shall be filled utilizing trained and fully commissioned deputies. The County shall coordinate with Pierce Transit to maximize coverage and efficiency in utilization of deputy assignments. The County is to provide sworn police services dedicated to Pierce Transit. In so doing, the law enforcement services shall be dedicated to Pierce Transit and shall not be used elsewhere within Pierce County; provided however, that in the event of emergency or a call by an officer for assistance, then reasonable levels of mutual aid may be rendered.

- A. **Patrol and Enforcement and Investigations Services.** Patrol and enforcement services will, to the extent reasonably practicable based on service levels described in Exhibit A, constitute the first response for the enforcement of state and local law and Pierce Transit Codes and Policies throughout Pierce Transit’s system. As used herein, “patrol services” means reactive patrol to respond to Pierce Transit’s staff, customers and business calls for services, proactive patrol to prevent and deter criminal activity at Pierce Transit facilities and throughout Pierce Transit operations, and other lawful law enforcement assignments Pierce Transit deems necessary.

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

- B. Sergeants. The County will provide Sergeant(s) who will be selected by the County. Pierce Transit may participate and provide input into the selection process. The Sergeants will be assigned to Pierce Transit to provide patrol supervision for PCSD deputies, provide patrol services, assist the Public Safety Chief as directed, and serve as the Acting Chief in the Public Safety Chief's absence at the discretion of Pierce Transit.

Sergeant patrol services will be provided when regular duty or extra duty staff is unavailable; provided that such patrol services will occur only to the extent reasonably practicable in consideration of Sergeant administrative duties and the service levels described in Exhibit A.

Sergeant patrol supervisory duties will only be performed for PCSD deputies. Sergeants will not supervise any activities, operations, policies, training, or use of force for extra duty officers that are not employed by PCSD; all peace officers not employed by PCSD will be supervised by the commissioning agency that employs such officer.

Sergeant administrative duties will include scheduling, timekeeping, viewing reports, and other tasks assigned by the Public Safety Chief. In addition, Sergeants will coordinate information sharing concerning security, safety, and criminal activity affecting transit operations and facilities among agencies contracted to provide direct law enforcement services to Pierce Transit.

In the event a Sergeant position cannot be filled due to a lack of applicants, or if applicant(s) are not successful during the selection process, the position will be filled according to the PCSD guild contract.

- C. Public Safety Chief. The Public Safety Chief will handle and direct the day-to-day operational concerns for the Pierce Transit Department of Public Safety (DPS) in accord with the policies and direction for the DPS as identified by Pierce Transit and will serve as Pierce Transit's Chief of Public Safety. In addition, the Public Safety Chief or other designated supervisory staff will be available to Pierce Transit during certain days and hours, as mutually agreed to by the County and Pierce Transit for such activities as meetings of the Pierce Transit Board of Commissioners and appropriate community meetings. Selection of the Public Safety Chief to be assigned to Pierce Transit will be done by PCSD with the involvement of and input from the Pierce Transit Chief Operating Officer or designee.

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

- a. To work with Pierce Transit Chief Operating Officer to establish performance standards, goals and objectives for this Agreement and for the County's provision of law enforcement services to Pierce Transit.
- b. Lead, be responsible for and coordinate DPS operations and activities, including hours of operation and Pierce Transit protocols and procedures, to carry out the performance standards, goals and objectives for this Agreement and for the County's provision of law enforcement services to Pierce Transit.
- c. Direct, supervise, and review the performance of all PCSD deputies and supervisory staff. Report to PCSD any recommendations for performance improvement.
- d. Coordinate duties of officers assigned to Pierce Transit as specific needs arise, and as necessary to deliver on the performance requirements and standards of this Agreement. Report to PCSD any changes in duty of Pierce Transit assigned officers.
- e. Oversee the implementation within Pierce Transit of PCSD policies and procedures as necessary and appropriate for the County's provision of law enforcement services to Pierce Transit. Maintain, adhere to, administer, and enforce current Pierce Transit policies and procedures. Notify Pierce Transit Chief Operating Officer of any County procedures or changes which either supplement or possibly detract from Pierce Transit 's goals and objectives for the DPS.
- f. Oversee the implementation of all Pierce Transit policies and procedures relating to police services. Provide to PCSD any written information relative to police services created by Pierce Transit. Notify PCSD of all procedures which differ from PCSD policies and procedures.
- g. Identify areas of supplemental training for officers assigned to Pierce Transit. Make recommendations to PCSD for supplemental training. Make recommendations to Pierce Transit Chief Operating Officer for training not provided by PCSD.
- h. Provide supervision and direction to all County deputies assigned to Pierce Transit as well as other assigned personnel, and liaison with PCSD command.

- i. Supervise Pierce Transit staff in the following positions, subject to all Pierce Transit policies, rules, requirements, and the direction of the Pierce Transit Chief Operating Officer with the assistance of the Pierce Transit Employee Services Department. All recommendations on hiring, discipline and performance reviews of the following Pierce Transit employees shall be conducted in accord with the policies and procedures of the Pierce Transit Employee Services Department:
 - i. Records Assistant - Executive Assistant
 - ii. Public Safety Sergeants
 - iii. Transit Security Specialist
 - iv. Records Supervisor
 - j. Assist Pierce Transit with development and implementation of a plan to provide an ordered, effective transition of services (if any) pursuant to the terms of section 10 of this Agreement.
- D. Canine Unit. The County has utilized grant funding to secure a bomb dog to be assigned to Pierce Transit in protection of the public transportation system. The County will pay all costs associated with the acquisition, care and maintenance of the canine, and will provide a fully-trained Canine Unit Deputy to handle the canine who will also maintain all necessary training. The canine and the Canine Unit Deputy are referred to together as the "K9 Unit", and in addition to day to day policing of the Pierce Transit system, the K9 Unit will represent Pierce Transit at events as requested. Pierce Transit will provide information and statistics necessary for the County to meet grant expectations. Pierce Transit will allow the reasonable and limited use of the K9 Unit for mutual aid but reserves the right to seek reimbursement if Pierce Transit interests are not maintained. Pierce Transit shall maintain this position as required by grant parameters.
- E. Training for Pierce Transit Employees. PCSD deputies may be asked to present to each transit operator or public safety officer training class and to other Pierce Transit staff with regard to law enforcement generally and/or the resources available under this Agreement. Any such duties will be included in the overall cost of staffing for this Agreement as set forth in Exhibit B.
- F. Charges for Optional Special Services. The PCSD is a full-service police agency and a number of optional, specialized services may be provided at Pierce Transit's request. To the extent Pierce Transit does not select one or more support services designated as optional special contract services, the County will not charge Pierce Transit for those services. In the event any of these services are deployed at the request of Pierce Transit, charges for such services will be as is set forth in Exhibit C, and if such services are not listed on Exhibit C, the parties hereto shall meet and confer to determine the specific cost arrangement for such services.

- G. Special Assignments. As used herein, "Special Assignment" is when a PCSD employee who is ordinarily assigned to Pierce Transit under this Agreement is temporarily assigned by PCSD for another purpose and is therefore not performing services for Pierce Transit. Prior to any Special Assignment, the Pierce Transit Chief Operating Officer will meet with the PCSD Undersheriff or delegate to review and mutually approve any Special Assignment activities and the duration of same. Prior approval shall not be required in the event of an emergency. Pierce Transit may revisit this term and negotiate alternative staffing, cost reductions or further modifications to the costs under this Agreement as a result of Special Assignments.
- H. Extra Duty Program for 2022. Pierce Transit may utilize extra duty deputies to supplement its compliment of law enforcement officers beyond the numbers set forth in Exhibit A. As used herein, an "extra duty deputy" is a PCSD deputy not usually assigned to Pierce Transit. Pierce Transit shall coordinate scheduling of extra duty deputies (if any) with the PCSD Chief of Patrol based on Pierce Transit's needs as determined by the Pierce Transit Chief Operating Officer in consultation with the Public Safety Chief; provided, however that Pierce Transit understands and agrees that the County and PCSD have no obligation hereunder to provide extra duty deputies but will undertake reasonable efforts to do so upon Pierce Transit's request taking into account PCSD's operational needs and staffing levels.

SECTION 3. COST OF SERVICES.

- A. Charges for services provided in 2022. Base year costs and unit costs for law enforcement services for 2022 are shown in Exhibit B and will be billed on the basis of actual services provided. All PCSD staff assigned to Pierce Transit and included in this Exhibit B will be fully trained through the PCSD, and will be supervised by and through the Public Safety Chief and Sergeant positions.
- B. Purchase of Additional Special Services. For additional services requested pursuant to Section 2(F) herein, the County will provide additional personnel at the unit cost reflected in Exhibit C. Except as otherwise set forth herein, other services not reflected in Exhibits B or C may be provided at costs negotiated between Pierce Transit and the County.
- C. Extra Duty Officer Overtime Costs. For extra duty officers requested pursuant to Section 2(H) herein, the County will provide additional personnel if available at the unit cost reflected in Exhibit C.
- D. Special Event Services. Upon request by Pierce Transit's Chief Operating Officer that PCSD provide additional services for "special events", such events will be staffed on an overtime basis over and above the service level identified in Exhibit A. The cost for additional services for "special events" will be as set forth in Exhibit C. As used herein,

"special events" are occurrences such as community events or concerts that take place on an infrequent and sporadic basis beyond Pierce Transit's usual operations and which require additional public safety services. Pierce Transit understands and agrees that the County and PCSD have no obligation hereunder to provide additional services for special events, but will undertake reasonable efforts to do so upon Pierce Transit's request taking into account PCSD's operational needs and staffing levels.

- E. **Billing Procedure.** The cost of services as outlined in this Agreement will be billed monthly by the County after the 10th of the month in which the services are rendered. Extra duty or overtime performed by PCSD employees will be billed, consistent with Exhibit C after the last pay cycle of the month once the overtime has been entered into the system by the deputies. Pierce Transit will be billed by the County for any pay differentials resulting from a Sergeant serving as the Acting Chief in the Public Safety Chief's absence. Payments by Pierce Transit will be due 30 days after receipt of the invoice. Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance from the date of delinquency until paid, at an interest of one half of one percent (0.5%) per month.
- F. **Overtime.** The compensation rate for employment of additional personnel in an overtime status shall be as set forth in Exhibit C.

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

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

The following reports shall be provided monthly:

- a. Dispatched calls for service to include the time the call is received to the time of dispatch; the time of dispatch to arrival; and the time from arrival to clearance.
- b. Number of bus trips or service rides by County personnel;
- c. Number of civilian contacts by County personnel;

- d. Breakdown of transit-specific responses as opposed to non-transit assist responses;
 - e. Summaries of Service Incident Report (SIRs);
 - f. Verification of hours worked by Public Safety Officers.
- C. Records Retention and Audit. During the term of this Agreement and for a period of not less than six (6) years from the date of its expiration or earlier termination, the records and accounts pertaining to this Agreement and services provided hereunder are to be kept available by both Parties for inspection and audit by the other party and the State Auditor, and copies of all records, accounts, documents or other data pertaining to the Agreement or services provided hereunder will be furnished upon reasonable notice. If any litigation, claim or audit is commenced, records and accounts, along with any supporting documentation shall be retained until the litigation, claim, or audit has been resolved, even if such litigation, claim or audit continues past the six-year retention period; provided further that, consistent with RCW 40.14.070, personnel records for peace officers providing services under this Agreement shall be retained for the duration of the officer's employment and a minimum of 10 years thereafter.
- D. Disclosure of Public Records. The Parties acknowledge that all non-privileged non-exempt records that may be maintained by either party pursuant to this Agreement may be subject to disclosure under the Washington State Public Records Act, or other laws, and that disclosure of any such record(s) by either party shall not constitute a breach of this Agreement or a basis for claim by one party adverse to the other.

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

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

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

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

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

SECTION 6. ADDITIONAL RESPONSIBILITIES OF THE PARTIES.

- A. Pierce Transit shall be additionally responsible to:

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

B. The County shall be additionally responsible to:

- a. Make operational and day-to-day decisions to implement pursuant to this Agreement Pierce Transit's general policies, procedures, and standards by which Pierce Transit expects the County to provide law enforcement services for citizens who use Pierce Transit's transit system.

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

C. Both Parties will:

- a. In the implementation of the law enforcement services to be provided by the County, regularly meet and confer to assure that the implementation of services is consistent with Pierce Transit's priorities.
- b. Collaborate to establish a list of policies and procedures that are subject to Pierce Transit control and those that are subject to County control.
- c. Maintain communication between the Public Safety Chief and the Pierce Transit Chief Operating Officer so that contract management direction is provided by the Pierce Transit Chief Operating Officer to the County.

- d. In the event a Pierce Transit procedure, policy goal or operation differs from the County's, and there is a need for resolution of the issue, Pierce Transit's Chief Operating Officer and PCSD shall negotiate to reach a final determination as to which policy will prevail.
- e. Pierce Transit and the County will equally share responsibility and liability for any mutually-negotiated deviation from standard County procedure, policy or operation.

SECTION 7. ADDITIONAL TRAINING.

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

SECTION 8. COMMUNITY IDENTITY.

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

Patrol vehicles that are assigned to Pierce Transit shall display the identification and other logo of Pierce Transit. Additionally, the vehicles will indicate that they are PCSD vehicles with appropriate law enforcement markings. The form of identification will be determined jointly by the PCSD and Pierce Transit, and provided at Pierce Transit's expense. In the event Pierce Transit requests that the patrol cars be a different color than ordinarily used by PCSD, the County will make reasonable efforts to accommodate Pierce Transit's request in accordance with the County's vehicle replacement schedule.

SECTION 9. CONTRACT ADMINISTRATION.

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

SECTION 10. TERM OF AGREEMENT AND TERMINATION.

The term of the Agreement shall commence on January 1, 2022 ("Effective Date") and extend through December 31, 2022 ("End Date") unless the termination process outlined herein is invoked. Any extension or amendment must be in writing and agreed to by the Parties.

- A. Process for Termination: If either party desires to terminate the Agreement prior to the End Date, that party shall provide three (3) months advance written notice of termination prior to termination. Once notice of termination is given, the parties shall work together to develop a transition plan, which shall be established no later than sixty (60) days prior to the effective date of the termination and shall provide for an orderly transition of police service responsibilities from the County to Pierce Transit.
- B. Transition Plan: The Transition Plan shall identify and address any transfer of personnel and/or conveyance of equipment to Pierce Transit (if applicable), workload, assignment and any other issues related to the transition. Each party shall bear its own cost in developing the transition plan.
- C. Implementation of Plan. The County and Pierce Transit agree to use best efforts to implement the transition plan to provide an ordered, effective transition of services.
- D. Option to Purchase Vehicles. At the termination of this Agreement, Pierce Transit shall have the option to purchase the County owned vehicles assigned to deputies for Pierce Transit at the then-existing undepreciated value of those vehicles.
- E. Unplanned Fiscal Impacts: Due to circumstances beyond Pierce Transit's control, if Pierce Transit's revenues experience an unplanned major fiscal disruption, or if funds are not allocated in the Pierce Transit budget for the services contemplated by this Agreement, Pierce Transit may need to eliminate sworn positions provided by the County to Pierce Transit. When eliminating positions, Pierce Transit shall provide the County with the following advance notice:

One Position: 30 days' notice
Two to three positions: 45 days' notice
Four or more positions: 60 days' notice

The position of Public Safety Chief shall not be subject to elimination under this section. Further, it is acknowledged that any reduction in staffing pursuant to this section may negate the minimum staffing staffing/service level provisos described in Exhibit A, and that such reduction shall not be deemed a breach of this Agreement so long as Pierce Transit gives the above-indicated advance notice to the County, and provided that the resultant minimum staffing level is mutually agreed upon by both Pierce Transit and the County. In the event of such a reduction, the County shall begin to provide per diem billing credit after the budgeted position has been vacated for 60 consecutive days.

SECTION 11. INDEMNIFICATION AND DEFENSE.

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

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

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

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

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

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

In addition to this mutual indemnification and defense provision in this Section 11, the parties acknowledge that any mutually agreed change to County procedure, policy, or operation is subject to the terms of Section 6(C) (e) herein. Defense and indemnification obligations shall survive the expiration or termination of this Agreement.

SECTION 12. NO THIRD-PARTY BENEFICIARY.

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

SECTION 13. INSURANCE COVERAGE.

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

SECTION 14. NON-DISCRIMINATION.

The County and Pierce Transit certify that they are Equal Opportunity Employers. The County shall remain committed to encourage a diverse workforce for law enforcement at Pierce Transit. Both Parties shall comply with all applicable federal, state and local laws, rules and regulations pertaining to nondiscrimination, and that during the performance of this Agreement, no party shall discriminate or tolerate harassment on the basis of sex, race, color,

marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupation qualification in the administration or delivery of services or any other benefit under this Agreement.

SECTION 15. ASSIGNMENT.

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

SECTION 16. NOTICE.

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

Pierce Transit
3701 96th St SW
Lakewood, WA 98496
Attn: Executive Director of Finance/IT (CFO)

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

Pierce County Sheriff Department
930 Tacoma Avenue South,
1st Floor, County-City Building
Tacoma, Washington 98402-2100
Attn: Chief of Staff

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

SECTION 17. WAIVER.

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

SECTION 18. AMENDMENT.

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

SECTION 19. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING.

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

SECTION 20. SEVERABILITY.

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

SECTION 21. CONFLICTS.

In the event of a conflict between this Agreement and any other agreement between the Parties, this Agreement shall govern.

SECTION 22. ENTIRE AGREEMENT

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

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

PIERCE TRANSIT

DocuSigned by:
Mike Griffus
1730746692E241A...
Mike Griffus, Chief Executive Officer

Date: 7/5/2022

PIERCE COUNTY

DocuSigned by:
Ed Troyer
867D5D16B3894D4...
Pierce County Sheriff

Date: 7/5/2022

DocuSigned by:
Bruce Dammeier
1BD2210628D6495...
County Executive

Date: 7/11/2022

DocuSigned by:
Gary Robinson
88F99CA97BBD418...
Budget & Finance

Date: 7/5/2022

DocuSigned by:
Kawyne Lund
C2D89128A34945D...
Prosecuting Attorney

Date: 7/11/2022

EXHIBIT "A"
2022 SERVICE LEVEL

The County will provide law enforcement services as described in the categories below within the Pierce Transit service area at the levels described below:

Service Period	Chief	Sergeant	Patrol Deputy	Investigator	K9 Unit	Total
January 1, 2022 to January 9, 2022	1	2	14	1	1	19
January 10, 2022 to July 10, 2022	1	2	6	1	1	11
July 11, 2022 to December 31, 2022	1	2	0	1	0	4

EXHIBIT "B"
2022 COST EXHIBIT

Service Period: January 1, 2022 to January 9, 2022			
Service	Unit Cost	No. Units	Cost
Public Safety Chief	\$5,362	1	\$5,360
Sergeant	\$4,867	2	\$9,730
Patrol Deputy	\$4,455	14	\$62,370
Investigator	\$4,455	1	\$4,460
K9 Unit	\$4,736	1	\$4,740
Subtotal / Service Period Cost:			\$86,660



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Service Period: January 10, 2022 to July 10, 2022			
Service	Unit Cost	No. Units	Cost
Public Safety Chief	\$144,150	1	\$144,150
Sergeant	\$124,430	2	\$248,860
Patrol Deputy	\$112,610	6	\$675,660
Investigator	\$112,610	1	\$112,610
K9 Unit	\$116,730	1	\$116,730
Subtotal / Service Period Cost:			\$1,298,010

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Service Period: July 11, 2022 to December 31, 2022			
Service	Unit Cost	No. Units	Cost
Public Safety Chief	\$137,700	1	\$137,700
Sergeant	\$118,840	2	\$237,680
Patrol Deputy		0	
Investigator	\$107,540	1	\$107,540
K9 Unit		0	
Subtotal / Service Period Cost:			\$482,920

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GRAND TOTAL:		\$1,867,590

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* Rates include the additional 3.5% paid toward the retirement of commissioned deputies that the State will no longer pay because Pierce Transit is not considered a LEOFF Agency.



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EXHIBIT "C"
2022 EXTRA DUTY AND SPECIALIZED SERVICES RATES

Service	Cost Per Response
Detective – Major Crimes/Internal Affairs	\$134.00/hour per officer (3 hr. minimum)
Forensic – Major Crimes	\$127.00/hour per officer (3 hr. minimum)
Marine	\$134.00/hour per officer (3 hr. minimum)
SWAT	\$13,860.00
K9	No charge
Hazardous Devices	No charge
Air Ops	No charge
Special Overtime Rate – Deputy	\$110.87 per hour
Special Overtime Rate – Detective	\$118.81 per hour
Special Overtime Rate – Sergeant	\$129.45 per hour
Extra Duty Rate – Deputy	\$110.87 per hour
Extra Duty Rate – Detective	\$118.81 per hour
Extra Duty Rate – Sergeant	\$129.45 per hour

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* PCSD will only bill for SWAT services in the event that another SWAT team is either unable and/or unwilling to respond and PCSD is called in to respond.



1 Sponsored by: Councilmember Marty Campbell
2 Requested by: County Executive/Pierce County Sheriff

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6 **RESOLUTION NO. R2022-27**

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9 **A Resolution of the Pierce County Council Authorizing the Pierce County**
10 **Executive to Execute an Interlocal Agreement Between Pierce**
11 **County and Pierce Transit Relating to Law Enforcement**
12 **Services.**

13
14 **Whereas**, Pierce Transit has requested the County provide certain law
15 enforcement services to Pierce Transit; and

16
17 **Whereas**, the County has the resources necessary through the Pierce County
18 Sheriff's Department to provide law enforcement services to Pierce Transit; and

19
20 **Whereas**, the parties entered into an interlocal agreement for law enforcement
21 services on May 23, 2007, subsequently amended that agreement, and now that
22 agreement and its amendments are set to expire; and

23
24 **Whereas**, the parties desire to enter into a new Interlocal Agreement upon
25 expiration of the 2007 Interlocal Agreement and its amendments; and

26
27 **Whereas**, after evaluating the scope of Pierce Transit's need for law
28 enforcement services, Pierce Transit seeks to enter into this new Interlocal Agreement
29 (Agreement) for a new scope of work, and upon the effective date of this Agreement,
30 any prior agreement between the parties for law enforcement services shall be null; and

31
32 **Whereas**, the parties are authorized to enter into such agreements by virtue of
33 Chapter 39.34 of the Revised Code of Washington mutually agreed by and between the
34 County and Pierce Transit; **Now Therefore**,

35
36 **BE IT RESOLVED by the Council of Pierce County:**
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