

AGREEMENT
BETWEEN PIERCE TRANSIT AND CITY OF PUYALLUP
RELATING TO LAW ENFORCEMENT SERVICES

This AGREEMENT ("Agreement") is entered into by and between **PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AUTHORITY**, a municipal corporation of the State of Washington ("Pierce Transit") and the **CITY OF PUYALLUP**, a political subdivision of the State of Washington ("City") (together, "Parties") as follows:

WHEREAS, Pierce Transit has requested the City provide certain Law Enforcement Services to Pierce Transit; and

WHEREAS, the City has the resources necessary through the Puyallup Police Department to provide Law Enforcement Services to Pierce Transit; and

WHEREAS, Pierce Transit seeks to enter into an agreement with the City for Law Enforcement Services to support Pierce Transit's system; and

WHEREAS, the Parties intend that the City be reimbursed, as early as possible, for its cost of providing Law Enforcement Services to Pierce Transit and that there shall be neither profit nor subsidy in the rates for such services.

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

1. PURPOSE.

The purpose of this Agreement is for the City to provide Pierce Transit with Law Enforcement Services through the Puyallup Police Department.

2. SCOPE OF PERFORMANCE.

The City will provide Law Enforcement Services as described below within the Pierce Transit service area within the City of Puyallup at the level described in Exhibit A attached here to and incorporated herein by this reference, and at the cost described in Exhibit A. The City shall coordinate with Pierce Transit to maximize coverage and efficiency in utilization of officer assignments. Patrol officer positions shall be filled utilizing trained and fully commissioned police officers. The City is to provide sworn police services dedicated to Pierce Transit. Patrol and enforcement services will constitute the first response for the enforcement of state and local law throughout Pierce Transit's system within the City of Puyallup. 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 within the City of Puyallup, and other lawful law enforcement assignments Pierce Transit deems necessary after approval by the City. Police Officers will be selected and supervised by the Puyallup Police Department. Pierce Transit may participate and provide input into the selection process.

Service provided by the City will be as is generally described below:

- a. Number of Officers: The City will provide two (2) officers per day, Monday through Friday, one (1) officer per shift, per day to support this Agreement. Pierce Transit acknowledges the City intends to hire two (2) police officers to back-fill the officer positions assigned to Pierce Transit and further acknowledges the hiring and training process can take up to five (5) months. Pierce Transit further acknowledges the Puyallup Police officers assigned to Pierce Transit will assume transit duties upon successful back-fill of the two newly hired police officers. The City intends to commence hiring as soon as possible upon approval of this agreement by the governing body for Pierce Transit and the City of Puyallup.
- b. Hours and dates to be worked: Pierce Transit requires services to cover two (2) shifts, one from 0700 to 1500, and one from 1500 to 2300 each day, Monday through Friday. Hours and dates of service may be changed as deemed necessary by either party and as agreed upon between the City's Chief of Police and Pierce Transit's Public Safety Chief.
- c. Specific location of service: As requested by Pierce Transit, subject to the approval of the City's Chief of Police or designee. Pierce Transit requests service at the South Hill Mall Transit Center, the Puyallup Sounder Station and Pierce Transit vehicles, bus routes, bus stops, facilities and properties located within the City of Puyallup.
- d. Duty of Officers: The officers assigned to support Pierce Transit pursuant to this Agreement ("Pierce Transit duty") shall provide Law Enforcement Services for and at various Pierce Transit stations, vehicles, bus routes, bus stops, facilities and properties located within the City of Puyallup. Law Enforcement Services shall include but are not limited to addressing issues of safety and security, responding to calls for service, conducting criminal investigations, making arrests, writing official reports, and issuing exclusion orders as well as monitoring activities at or on various Pierce Transit stations, vehicles, bus routes, bus stops, facilities, properties, and parking lots within the City of Puyallup. Law Enforcement Services also include working to ensure the safety and security of the patrons, employees, staff and visitors to the various Pierce Transit stations, vehicles, bus routes, bus stops, facilities and properties located within the City of Puyallup. Puyallup Police Department officers are expected to be at Pierce Transit locations serving as a visual deterrent and liaison to the patrons and employees for a majority of the work shift. These services shall be provided in full uniform and shall be accompanied by a marked or other authorized City of Puyallup police vehicle. Puyallup Police Department officers may assist with patrol duties within the City of Puyallup when necessary, such as back-up for other officers, assisting with in-progress priority calls for service, or assisting with a call for service near a transit location. It is expected that the first priority of Puyallup Police Department officers assigned as transit police officers is to serve the Pierce Transit system within the City of Puyallup, but both Pierce Transit and the City of Puyallup agree to allow transit officers to assist with other police services in the City when available and appropriate if necessary.

It is the expectation of the Parties that the officers scheduled for a pre- determined shift will be present to complete his/her shifts, except for the following circumstances: Agency callback, family emergency, personal illness/injury, training, court appearances, and vacation all of which will be considered excused. If officers are unable to be present for a Pierce Transit duty shift for any reason, the officers will make appropriate notification to

Puyallup Police Department management and the police department will cover transit duties via regular on duty police officers at no cost to Pierce Transit. If the City is unable to cover a Pierce Transit duty shift with an officer, Puyallup Police Department management shall immediately notify the Pierce Transit Public Safety Chief. If an officer is out on leave for longer than thirty (30) days the Puyallup Police Department will make every effort to provide an officer to backfill the vacant officer position or a credit will be provided to Pierce Transit as described in section 5d.

- e. The City shall furnish and supply all necessary personnel, supervision, equipment, uniforms, communication equipment, vehicles and supplies necessary to maintain the level of service to be rendered hereunder and shall pay all salaries and employee benefits and other costs in connection therewith.
- f. The City shall maintain all records relating to the administration of this Agreement and staffing for same, provided that Pierce Transit shall have access to all records (excluding personnel records) relating to this Agreement and/or Law Enforcement Services provided to Pierce Transit upon request.
- g. When working pursuant to this Agreement, Puyallup Police Department officers will monitor and respond to radio calls for service within the City of Puyallup that originate from Pierce Transit. Pierce Transit will designate a Primary Talk group that officers will listen to and respond to calls for service.

3. ADMINISTRATION OF PERSONNEL.

All City personnel assigned to Pierce Transit shall be employed by the City and governed by the City and Puyallup Police Department laws, rules, policies and collective bargaining agreements. Recruitment, replacement, and performance of all personnel shall be in accordance with such City laws, rules, policies, and agreement; provided, however, that Pierce Transit may communicate performance concerns of City personnel to the City. Any assignment or re-assignment of personnel will be in the sole discretion of the City's Chief of Police or designee.

4. COMMUNITY IDENTITY.

The Puyallup Police Department will maintain a uniform for its officers. Pierce Transit acknowledges that officers assigned to Pierce Transit duty shall retain the uniform of the Puyallup Police Department; however, the City agrees that officers assigned to Pierce Transit duty 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 Puyallup Police Department and Pierce Transit and provided to Puyallup Police Department by Pierce Transit.

Patrol vehicles that are assigned to Pierce Transit duty shall display the identification and other logo of Pierce Transit. Additionally, the vehicles will indicate that they are Puyallup Police Department vehicles with appropriate law enforcement markings. The form of identification will be determined jointly by the Puyallup Police Department 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 Puyallup Police Department, the City will make reasonable efforts to accommodate

Pierce Transit's request in accordance with the City's vehicle replacement schedule.

5. AGREEMENT TERM, EXTENSION AND TERMINATION.

- a. The term of the Agreement shall commence on May 17, 2022 ("Effective Date") and extend through May 31, 2027 ("End Date"), unless the termination process outlined herein is invoked. Any extension or amendment must be in writing and agreed to by the Parties
- b. Process for Termination: If either party desires to terminate or not renew/extend the Agreement prior to the End Date, that party shall provide eighteen months advance written notice of termination prior to termination or non-renewal. Once notice of termination or non-renewal 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 or non-renewal and shall provide for an orderly transition of police service responsibilities from the City to Pierce Transit.
- c. Option to Purchase Vehicles. At the termination of this Agreement, Pierce Transit shall have the option to purchase the City owned vehicles assigned to officers for Pierce Transit at the then-existing undepreciated value of those vehicles.
- d. The city shall provide a credit based on the amount set forth in Exhibit A for any budgeted position vacated after thirty (30) consecutive days.

6. COST REIMBURSEMENT.

Pierce Transit shall fully reimburse the City for all Law Enforcement Services furnished under this Agreement as set forth in Exhibit A, Cost Exhibit. Pierce Transit also shall reimburse the City for monthly vehicle and equipment costs and a monthly administrative fee for the hiring of police offers, also as set forth in Exhibit A. Overtime incurred by transit officers at the request of Pierce Transit, subject to the approval of Pierce Transit's Public Safety Chief or Public Safety Command Duty Officer shall be reimbursed by Pierce Transit. PAYMENT.

The City shall invoice Pierce Transit on or about the 25th of the month following completion of the Law Enforcement Services and include detailed service information, including officer name and actual service hours. Payment shall be made by a check payable to the City of Puyallup and sent to the City within thirty (30) calendar days after receipt of an approved invoice. Payments will include City receiving a processing fee of \$10.00 per month. Payments to the City that are received later than thirty (30) days following the invoice dates shall accrue interest at the rate of twelve percent (12%) per annum on the balance due. All payments shall first be applied to the accrued interest.

7. COORDINATION WITH CHIEF OF PUBLIC SAFETY.

Pierce Transit has contracted with Pierce County Sherriff's Department to provide a Public Safety Chief who will be responsible for coordinating the daily delivery of policing services to Pierce Transit in conjunction and cooperation with the City and any other applicable law enforcement agencies. Pierce Transit reserves the right to directly hire a Public Safety Chief as a Pierce Transit employee. The Public Safety Chief will be tasked with coordinating all law enforcement efforts for Pierce Transit along with the City's Puyallup Police Department officers. It shall be the responsibility of the Public Safety Chief to determine the appropriate coverage, and type of work needed by Puyallup Police Department officers to support Pierce

Transit's system within the City of Puyallup. The Public Safety Chief will coordinate with the City's Chief of Police or designee, as needed, regarding the type of work and the appropriate levels of law enforcement coverage for Pierce Transit.

8. ADHERENCE TO CITY POLICIES AND PROCEDURES-SCOPE OF WORK.

Police officers assigned to Pierce Transit duty are obligated to discharge all duties of their office and adhere to the City's police department policies and procedures at all times. Such officers shall obey, uphold and enforce the laws of the City and State of Washington and the Constitutions of the State of Washington and the United States of America at all times. Such officers shall understand that while they are on Pierce Transit duty under this Agreement, they shall remain subject to the supervision, direction, and/or discipline by the City, and subject to any applicable collective bargaining agreement in effect with the City. Police officers performing work pursuant to this Agreement will only provide law enforcement/peacekeeping services as specified in Section 2(d) of this Agreement and they are at all times while performing said services subject to the direction and control of the Puyallup Police Department only.

9. ACTIVITY REPORTS.

Upon request, the City will provide reports to Pierce Transit, through the Public Safety Chief, on criminal activity on or involving Pierce Transit's system. Pierce Transit duty officers assigned by the City will report their daily activities for those hours worked in the Pierce Transit system pursuant to this Agreement. Pierce Transit will provide the City with an electronic activity reporting tool if needed.

10. NONDISCRIMINATION.

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

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

The City 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 City or any of the City's officers, agents or employees. The City shall retain all authority for hiring, supervision, discipline, rendition of services, standards of performance, control of PPD personnel, and other matters incident to the performance of services by City pursuant to this Agreement as set forth herein.

The City shall hire, assign, retain, supervise, and discipline all PPD employees according to PPD's collective bargaining agreement, civil service rules, and state and federal law. Provided, however that only qualified, trained officers meeting all of the requirements of applicable State

laws or regulations may be utilized in the performance of services under this Agreement.

The City 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 City employee or any employee of the City 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 City or Pierce Transit employees by virtue of their employment.

12. INSURANCE COVERAGE.

The City and Pierce Transit shall maintain at all times during the course of this Agreement a general liability insurance policy a program of self-insurance, or membership in a self-insured government risk pool, which includes coverage for personal injury, bodily injury, property damage, law enforcement professional liability, and employment practices liability or other comparable coverage with a self-insured retention of no more than \$500,000.00 and a policy limit of no less than \$5,000,000.00 dollars.

13. LIABILITY AND INDEMNIFICATION.

Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees or officers. While providing services hereunder, the acts or omissions of City of Puyallup duty officers in the course and scope of supporting or otherwise providing services to Pierce Transit under this Agreement shall be deemed to be acts or omissions of City employees which shall be the sole responsibility of the City. Each party shall be responsible for its own negligence and that of its employees. Each party shall defend, indemnify and save harmless, the other party or the other party's officers, employees and agents from any and all costs, claims, judgments or awards of damages, resulting or arising from the acts or omissions of the indemnifying party, its officers or employees arising out of or in connection with the performance of this Agreement. This indemnity provision shall survive the expiration or termination of this Agreement.

14. DISPUTE RESOLUTION.

In the event of a dispute in the administration of this Agreement, Pierce Transit's Chief Executive Officer or his/her designee shall discuss the dispute with the City's Chief of Police in an attempt to resolve the problem. If Pierce Transit's Chief Executive Officer and the City's Chief of Police are unable to resolve a claim or dispute stemming from this Agreement, the Parties agree to participate in non-binding mediation before a third-party professional mediator, whose selection will be mutually agreed upon. The cost of mediating the dispute will be borne equally by both parties, and mediation should occur within thirty (30) days of a request by either party to engage in mediation. No claim or suit may be brought until the dispute resolution procedures as set forth in this section have been exhausted. If dispute resolution efforts under this section are not successful, either party may institute legal action to enforce the terms and conditions of this Agreement. Exclusive jurisdiction for any such dispute shall be a court of competent jurisdiction in in Tacoma, Pierce County, Washington.

15. NOTICES

All notices and other material to be delivered under this Agreement shall be in writing and shall be delivered or mailed to the following address:

City of Puyallup
311 W Pioneer
Puyallup, WA 98371
Attn: Chief of Police

Pierce Transit
3701 96th St. SW
Lakewood, WA 98499
Attn: Public Safety Chief, Chief Executive Officer

Or such other addresses as either party may, from time to time, designate in writing.

16. SIGNATURES.

The Parties agree that all signatures, whether original, electronic, or copy on this Agreement will be considered originals.

17. 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.

18. CONFLICTS.

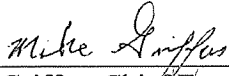
In the event of a conflict between any other agreements between the Parties, this Agreement shall govern.

19. ENTIRE AGREEMENT.

No modification or amendment of this Agreement shall be effective unless in writing and signed by authorized representatives of the Parties after approval of their respective governing body. This Agreement contains the entire agreement between the Parties and may not be enlarged, modified or altered except in writing signed by the Parties.

In WITNESS hereof, the Parties have executed this Agreement on this date, the 17th day of May, 2022.

PIERCE COUNTY PUBLIC TRANSPORTATION
BENEFIT AREA CORPORATION:



Mike Griffus, Chief Executive Officer/Date

CITY OF PUYALLUP:



Steve Kirkelie, City Manager/Date

EXHIBIT "A"
COST EXHIBIT

Service Period: May 17, 2022 to May 31, 2027			
Service	Per Year Cost	Years	Cost
Two (2) Police Officers	\$333,720.00	5	\$1,668,600.00
Monthly Cost			
Item	Monthly Cost	Months	Total
Officers	\$27,810*	60	\$1,668,600*
Vehicles & Equipment	\$3,608.61	60	\$216,516.60
Hiring of Police Officers	\$1,200	60	\$72,000.00
Total for Full Term of the Agreement (Five (5) Years):			\$1,957,116.60

*These costs are estimates. The monthly billings will be prepared based on the actual costs for each officer.