



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**May 30, 2006**

**Ordinance 15483**

**Proposed No.** 2006-0181.1

**Sponsors** Ferguson

1           AN ORDINANCE authorizing the county executive to  
2           enter into an interlocal agreement between King County  
3           and the state of Washington Department of Ecology  
4           relating to litter emphasis patrols.

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**STATEMENT OF FACTS:**

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1. The state of Washington Department of Ecology desires to provide  
9           supplemental law enforcement services for purposes of enforcing litter  
10          laws.

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2. This is necessary to increase public awareness about the importance of  
12          secured loads when transporting materials and the potential for injury with  
13          unsecured loads.

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3. The county has the resources to provide the emphasis patrols.

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4. Participation in this agreement is to the mutual benefit of the citizens of  
16          King County.

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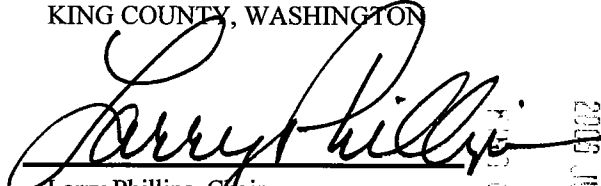
**BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

18            SECTION 1. The county executive is authorized to execute an agreement,  
19 substantially in the form attached to this ordinance, with the state of Washington  
20 Department of Ecology to provide litter emphasis patrols.  
21

Ordinance 15483 was introduced on 5/15/2006 and passed by the Metropolitan King  
County Council on 5/30/2006, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr.  
Ferguson, Mr. Gossett, Ms. Hague, Ms. Patterson and Mr. Constantine  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Phillips, Chair

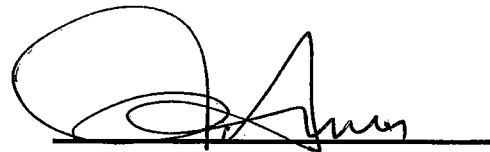
ATTEST:

  
\_\_\_\_\_

Anne Noris, Clerk of the Council

RECEIVED  
2006 JUN -5 PM 1:29  
CLERK  
KING COUNTY COUNCIL

APPROVED this 1 day of June, 2006.

  
\_\_\_\_\_  
Ron Sims, County Executive

**Attachments**      A. Agency Agreement Between King County and the State of Washington Department  
of Ecology Relating to Litter Emphasis Patrols

15483

2006-181

Attachment A

IAA No. C0600280

**AGENCY AGREEMENT BETWEEN  
KING COUNTY AND THE  
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
RELATING TO LITTER EMPHASIS PATROLS**

**THIS AGREEMENT** is made and entered into by and between the State of Washington Department of Ecology, hereinafter referred to as "Ecology" and King County, hereinafter referred to as "King County."

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide overtime funding to King County Sheriff personnel to conduct "Zero Litter Emphasis Patrols" during the period between April 15, 2006 and April 30, 2006. The goal of this project is to contact as many violators as possible with "zero tolerance" for litter-related violations.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

At the discretion of the King County Sheriff's Office and as resources are available, King County shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on April 15, 2006, and be completed on April 30, 2006, unless terminated sooner as provided herein.

**PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$10,000. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount. Compensation for service(s) shall be in accordance with the terms set forth in Attachment "A" which is attached hereto and incorporated herein.

## **BILLING PROCEDURE**

King County shall submit properly completed invoices to Ecology upon completion of this project and no later than June 15, 2006. Payment to King County for approved and completed work will be made by warrant or account transfer by Ecology within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year (June 30, 2006), whichever is earlier.

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

## **RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **RIGHTS IN DATA**

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

## **INDEPENDENT CAPACITY**

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

## **AGREEMENT ALTERATIONS AND AMENDMENTS**

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

## **TERMINATION**

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. Each party reserves the right to litigate issues and matters in court, de novo.

## **GOVERNANCE**

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

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

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

## **ASSIGNMENT**

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

## **WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

## **SEVERABILITY**

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

**ALL WRITINGS CONTAINED HEREIN**

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

**CONTRACT MANAGEMENT**

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

The Program Manager for Ecology is:

Megan Warfield  
Dept. of Ecology  
PO Box 47600  
Olympia, WA 98504  
(360) 407-6963  
[meth461@ecy.wa.gov](mailto:meth461@ecy.wa.gov)

The Program Manager for the King County Sheriff is:

Chief Robin Fenton  
King County Sheriff's Office  
516 Third Avenue, Room W-150  
King County Courthouse  
Seattle, WA 98104-2312  
(206) 296-7522  
[robin.fenton@metrokc.gov](mailto:robin.fenton@metrokc.gov)

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

State of Washington Department of Ecology

King County

\_\_\_\_\_  
Lorie Hewitt  
Section Manager  
Solid Waste & Financial Assistance Program  
Washington Department of Ecology

\_\_\_\_\_  
Date

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
King County Sheriff

\_\_\_\_\_  
Date

## Exhibit A

### SCOPE OF WORK

At the discretion of the King County Sheriff's Office and as resources are available, King County will provide a commissioned police officer or officers (active or paid reserve) with appropriate equipment on an "overtime" basis to enforce litter laws. No on-duty personnel will be funded.

The geographic areas of emphasis for this project are roads in and around King County Recycling and Transfer Stations, but may extend throughout the County. The facilities are located at:

Algona Transfer Station  
35315 West Valley Highway,  
Algona, WA 98001  
Mon - Fri: 6:15 am - 5 pm  
Sat & Sun; 8:30 am - 5:30 pm

Bow Lake Transfer Station  
18800 Orillia Road South  
Tukwila, WA 98188  
Mon - Fri: *Open Continuously*:  
12:00 am Mon - 7:00 am Sat  
Sat & Sun; 8:30 am - 5:30 pm

Cedar Falls Drop Box  
16925 Cedar Falls Road SE  
North Bend, WA 98045  
Mon, Wed, Fri, Sat & Sun: 9 am - 5 pm  
CLOSED: Tues & Thurs

Enumclaw Transfer Station  
1650 Battersby Ave. E,  
Enumclaw, WA 98022  
Mon, Tues, Fri, Sat & Sun: 9 am - 5 pm;  
CLOSED: Wed & Thurs

Factoria Transfer Station  
13800 SE 32nd Street,  
Bellevue, WA 98005  
Mon - Fri: 6:15 am - 11:30 pm  
Sat & Sun; 8:30 am - 5:30 pm

First Northeast Transfer Station  
2300 North 165th Street,  
Shoreline, WA 98133  
Mon - Fri: 8 am - 5 pm  
Sat & Sun; 8:30 am - 5:30 pm

Houghton Transfer Station  
11724 Northeast 60th Street,  
Kirkland, WA 98033  
Mon - Fri: 8 am - 5 pm  
Sat & Sun; 8:30 am - 5:30 pm

Renton Transfer Station  
3021 Northeast 4th Street,  
Renton, WA 98056  
Mon - Fri, 6:30 am - 4 pm,  
Sat & Sun; 8:30 am - 5:30 pm

Vashon Transfer Station  
18900 Westside Highway SW,  
Vashon, WA 98070  
Mon, Wed, Fri, Sat & Sun: 9 am - 5 pm;  
CLOSED: Tues & Thurs

### TIME LINE

The period of activity will begin on April 15, 2006 and extend through April 30, 2006. The King County Sheriff will provide up to 3 six-hour shifts each day between the hours of 9 o'clock am and 3 o'clock pm. The activity is to occur on the following dates:

- April 15
- April 16
- April 17
- April 21
- April 22
- April 23
- April 24
- April 28
- April 29
- April 30

## **BUDGET & BILLING**

Funding is not available for activity before April 15, 2006 or after April 30, 2006. The funding provided through this agreement will support the overtime costs of participating officers. The total amount Ecology will reimburse King County shall not exceed \$10,000 for this project. Reimbursement to the King County Sheriff will be based on the actual overtime rate of each deputy providing service under the scope of work, including salary and special pays (1.5 times the hourly rate), FICA, and retirement costs.

King County must submit an invoice for **reimbursement no later than June 15, 2006**. Billings will include:

- ◆ Invoice Voucher, A19-1A Form (attached). Please note that Ecology cannot accept a FAX and must have King County identified as the "Claimant", a Federal Tax ID # and an original signature of the agency head, command officer or contracting officer on the A-19 form.
- ◆ Payroll support documents (overtime slips, payroll documents, etc)
- ◆ Officer worksheets showing 3 or more self-initiated contacts per hour (attached)
- ◆ Combined activity log with totals for the entire mobilization (attached)

## **PERFORMANCE MEASURES & REPORTING**

The *ideal* performance standards for funded personnel are **a minimum of three (3) self-initiated contacts per hour funded with a "desired outcome" of three (3) litter-related citations per hour**. However, Ecology understands that participating officers may not witness three littering-events in an hour. Ecology expects a zero tolerance for littering violations (no warnings). If no littering violations are observed, participating officers are expected to make "educational" contacts regarding litter laws during other routine stops. An unsecured load brochure and car litterbags will be provided to the King County Sheriff by Ecology to facilitate the educational contacts.

Activity logs for reporting this activity for the individual officers participating and a summary sheet are attached. This is an enforcement activity with "zero tolerance" for litter violations. It is expected Notices of Infraction (NOI's) will be issued at contact unless circumstances dictate otherwise.

It is understood that violator contacts may result in related, time-consuming activity. Such activity will be considered for reimbursement. Activity other than that initiated through emphasis patrol contact (investigating collisions, emergency responses, etc) will be the responsibility of the contracting agency and may not be considered for reimbursement.

Enforcement of any litter law or local ordinance may count towards this project, but specific emphasis shall be placed on secured or covered load laws and potentially dangerous litter. Citations include, but are not limited to the following:

- RCW 46.61.655 Failure to secure load
- RCW 70.93.060(2)(a) Littering less than 1 cubic foot
- RCW 70.93.060(2)(b) Littering more than 1 cubic foot but less than 1 cubic yard
- RCW 70.93.060(2)(c) Littering more than 1 cubic yard
- RCW 70.93.060(4) Potentially dangerous litter



**Litter and it will hurt.**

**EMPHASIS PATROL ACTIVITY LOG SUMMARY**

**TOTALS FOR ENTIRE MOBILIZATION**

**Intense Litter Enforcement Campaign April 15 – 30 2006**

**AGENCY:** \_\_\_\_\_

**TOTAL HOURS WORKED:** \_\_\_\_\_

<b>ONLY RECORD LITTER-RELATED STOPS</b>	
<b>1. Total Number of Contacts (#2 + #3)</b>	
<b>2. Total Number Litter Educational Contacts</b>	
<b>3. Total Number of Citations</b>	
<b>Break-down of Citations:</b>	
<b>Failure to Secure/Cover Load</b>	
<b>Litter &lt; 1 cubic foot</b>	
<b>Litter &gt; 1 cubic yard</b>	
<b>Potentially Dangerous Litter – Cigarette Butt</b>	
<b>Potentially Dangerous Litter – Other</b>	
<b>Other Litter</b>	
<b>Notes:</b>	

Minimum performance requirement for this overtime duty is three contacts per hour. Please explain if this requirement was not met:

\*\*\*This form (or equivalent) must be submitted to ECOLOGY with agency requests for payment/reimbursement\*\*\*

15483

**Litter and it will hurt.**

**EMPHASIS PATROL ACTIVITY LOG – INDIVIDUAL OFFICER**

**Intense Litter Enforcement Campaign April 15 – April 30, 2006**

**AGENCY:** \_\_\_\_\_

**OFFICER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**START TIME:** \_\_\_\_\_ **ENDING TIME:** \_\_\_\_\_ **HOURS WORKED:** \_\_\_\_\_

<b>ONLY RECORD LITTER-RELATED STOPS</b>	
<b>1. Total Number of Contacts (#2 + #3)</b>	
<b>2. Total Number Litter Educational Contacts</b>	
<b>3. Total Number of Citations</b>	
<b>Break-down of Citations:</b>	
<b>Failure to Secure/Cover Load</b>	
<b>Litter &lt; 1 cubic foot</b>	
<b>Litter &gt; 1 cubic yard</b>	
<b>Potentially Dangerous Litter – Cigarette Butt</b>	
<b>Potentially Dangerous Litter – Other</b>	
<b>Other Litter</b>	
<b>Notes:</b>	

Minimum performance requirement for this overtime duty is three contacts per hour. Please explain if this requirement was not met:

\*\*\*This form (or equivalent) must be submitted to ECOLOGY with agency requests for payment/reimbursement\*\*\*

