



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 27, 2008

Ordinance 16100

Proposed No. 2008-0243.1

Sponsors Phillips

1 AN ORDINANCE authorizing the county executive to
2 enter into a contract between King County and the
3 Washington state Department of Ecology for litter
4 emphasis policing patrols.

5

6 STATEMENT OF FACTS:

7 1. The Washington state Department of Ecology desires to provide litter
8 emphasis policing patrols on an overtime basis from March 1, 2008,
9 through June 30, 2012, on roads in and around King County recycling and
10 transfer stations, and possibly extending throughout King County. This
11 agreement also provides for an extension for up to three additional years
12 by written mutual agreement.

13 2. The county has the ability to provide those policing and law
14 enforcement services.

15 3. Participation in this agreement is to the benefit of the citizens of King
16 County.


17 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY

18 SECTION 1. The county executive is authorized to execute an agreement,
19 substantially in the form attached to this ordinance, with the Washington state
20 Department of Ecology to provide law enforcement and policing services.
21

Ordinance 16100 was introduced on 5/5/2008 and passed by the Metropolitan King
County Council on 5/27/2008, by the following vote:

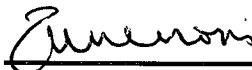
Yes: 8 - Ms. Patterson, Mr. Dunn, Mr. Constantine, Ms. Lambert, Mr.
Ferguson, Mr. Gossett, Mr. Phillips and Ms. Hague
No: 0
Excused: 1 - Mr. von Reichbauer

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON




Julia Patterson, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 30 day of May, 2008.



Ron Sims, County Executive

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

RECEIVED
2008 MAY 30 PM 1:44
CLERK
KING COUNTY COUNCIL

**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's Office, hereinafter referred to as "Sheriff's Office," personnel to plan and conduct "Zero Litter Emphasis Patrols." The goal of this project is to contact as many violators as possible for litter-related violations.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

At the discretion of the Sheriff's Office and as resources are available, the Sheriff's Office 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 litter emphasis patrols.

DURATION

Subject to its other provisions, this Agreement shall commence on March 1, 2008, and will continue until June 30, 2012, unless terminated sooner as provided herein. Parties may also extend this agreement for a period of up to three (3) additional years, by written mutual agreement.

WORK ASSIGNMENTS

Ecology will request that the Sheriff's Office conduct litter emphasis patrols via a work assignment by March 1 of each year. Each work assignment will detail budget, dates, hours, and locations for work to be performed. A work assignment will be written authorization for the Sheriff's Office to perform tasks for Ecology.

Dates of work will be determined each year and detailed in the work assignment. Work hours will fall between roughly 9 a.m. and 3 p.m. each day. If the Sheriff's Office is unable to perform work on any of the dates in the work assignment, it will notify Ecology by March 15 and Ecology and the Sheriff's Office will establish a mutually-agreeable schedule.

Once a mutually-agreeable schedule is established, the Sheriff's Office will provide Ecology a work schedule, detailing how and when work will be performed to suit the request of the work assignments.

Each work assignment will become part of this interagency agreement after being agreed to in writing and signed by the authorized representative of Ecology and the Sheriff's Office. If the work assignment is accepted and signed by the Sheriff's Office, the Sheriff's Office will begin work on the date specified in the work assignment. The Sheriff's Office will implement the work assignments according to the terms and conditions outlined in this agreement and detailed in the work assignment.

Ecology and the Sheriff's Office may revise agreed-to work assignments by both parties signing a new work assignment.

PERSONNEL

At the discretion of the Sheriff's Office and as resources are available, the Sheriff's Office will provide a commissioned police officer or officers (active or paid reserve) with appropriate equipment on an "overtime" basis to enforce litter laws. Ecology will not pay for or fund Sheriff's Office personnel who are on duty for their regular shifts.

PAYMENT

The parties have determined that the total cost of accomplishing the work over the five-year period will not exceed \$60,000. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount. Ecology will issue work assignments to the Sheriff's Office as funding is available to Ecology each year. If funding is not available in any given year, Ecology will notify the Sheriff's Office by March 1 of that year. Ecology's authorization for expenditures past June 30, 2009 is dependent upon legislative appropriation and state allotment.

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. Compensation for service(s) shall 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. The Sheriff's Office is not obligated to provide work beyond the amount specified by Ecology in work assignments.

BILLING PROCEDURE

The Sheriff's Office shall submit properly completed invoices to Ecology upon completion of this project and no later than the date detailed in the work assignment. Ecology understands that the Sheriff's Office requests 45 days between the last day of work and the date on which invoices are to be submitted. Payment to the Sheriff's Office for approved and completed work will be made by warrant or account transfer by Ecology within 30 days of receipt of the invoice. The Sheriff's Office shall make a claim for payment (of claims the Sheriff's Office has not yet submitted) within 30 days of the Agreement's expiration date, or by the end of Ecology's fiscal year (June 30), whichever is earlier.

Invoices submitted to Ecology by the Sheriff's Office will include:

- ◆ Invoice Voucher, A19-1A Form (attached). Please note that Ecology cannot accept a FAX and must have The Sheriff's Office 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)

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.

PERFORMANCE MEASURES & REPORTING

Ecology expects litter emphasis patrols to be conducted as law enforcement activities, with citations issued for littering violations as appropriate. The *ideal* performance standards for funded personnel are **a minimum of three (3) self-initiated contacts per hour funded.** However, Ecology understands that participating officers may not witness three littering-events in an hour. 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 Sheriff's Office by Ecology to facilitate the educational contacts.

Activity logs for reporting this activity for the individual officers participating and a summary sheet are attached. 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 46.61.645(1) Throwing or depositing litter on highway
- 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

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 the Sheriff's Office shall be owned by the Sheriff's Office. 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

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington Department of Ecology

King County

Laurie Davies
Program Manager
Solid Waste & Financial Assistance Program
Washington Department of Ecology

Date

Ron Sims
King County Executive

Date

King County Sheriff

Date

APPROVED AS TO FORM ONLY:
Attorney General

APPROVED AS TO FORM ONLY:
King County Prosecutor

Date