

15775

Attachment A

2007-245

IAA No. C0700247

**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 plan and conduct "Zero Litter Emphasis Patrols" during the period between April 1, 2007 and June 30, 2007. 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 1, 2007, and be completed on June 30, 2007, 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 25, 2007. 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, 2007), 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.

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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.

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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

Lorie Hewitt
Section 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

ATTACHMENT 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

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 for the actual emphasis patrols will begin on April 13, 2007 and extend through April 30, 2007. If unforeseen circumstances arise, time lines may shift if mutually agreed to by both parties. The King County Sheriff will provide up to 5 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 14
- April 15
- April 21
- April 22
- April 28
- April 29

BUDGET & BILLING

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 25, 2007. 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 46.61.645(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

Litter and it will hurt.

EMPHASIS PATROL ACTIVITY LOG SUMMARY

TOTALS FOR ENTIRE MOBILIZATION

Intense Litter Enforcement Campaign April 13 – April 30, 2007

AGENCY: _____

TOTAL HOURS WORKED: _____

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

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

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Litter and it will hurt.

EMPHASIS PATROL ACTIVITY LOG – INDIVIDUAL OFFICER

Intense Litter Enforcement Campaign April 13 – April 30, 2007

AGENCY: _____

OFFICER: _____

DATE: _____

START TIME: _____ **ENDING TIME:** _____ **HOURS WORKED:** _____

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

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

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