

MOTION NO. **8857**

A MOTION authorizing the King County Executive to enter into agreements between King County and selected suburban cities for receipt of King County funds to implement Special Recycling Events as described under the City Optional Programs in the Comprehensive Solid Waste Management Plan.

WHEREAS, the King County Comprehensive Solid Waste Management Plan establishes the responsibilities of the county and the cities in implementing waste reduction and recycling services, and

WHEREAS, the Comprehensive Solid Waste Management Plan designates certain waste reduction and recycling (WR/R) services, including special recycling events, as city optional programs, and

WHEREAS, cities have the option of receiving these services from the county or receiving funding to implement their own programs, and

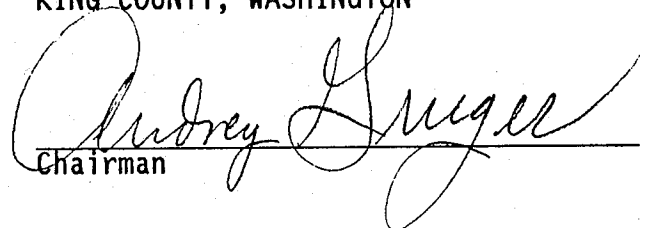
WHEREAS, funding for these City Optional Programs is based on the total amount of King County funds budgeted for this program and is proportional to the city's population;

NOW THEREFORE, BE IT MOVED by the Council of King County:

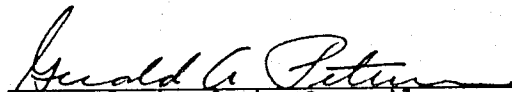
The King County executive is hereby authorized to enter into agreements consistent with the attached model agreement with the cities choosing to implement special recycling events under the City Optional Programs, provided that each agreement references the grant amount and work products for which the city will be reimbursed at the end of each payment period. Subsequent funding shall be consistent with adopted county WR/R policy and budgets and shall be referenced by addenda to these agreements specifying the work products or tasks to be accomplished.

PASSED this 21st day of December, 1992

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chairman

ATTEST:


Clerk of the Council

Contract #: _____

**KING COUNTY
CITY OPTIONAL PROGRAM
INTERLOCAL AGREEMENT FOR
SPECIAL RECYCLING EVENTS**

INTRODUCTION:

This agreement is entered into between King County, a political subdivision of the State of Washington, and _____, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. This agreement has been authorized by the legislative body of the County as designated below:

King County Motion No.

City: _____

I. DEFINITIONS:

For purposes of this agreement, the following definitions shall apply:

"City Optional Programs" means regional programs which the County has the responsibility for implementing, but which cities have the option of implementing.

"Recycling" means transforming or remanufacturing waste materials into usable or marketable materials for use other than landfill disposal or incineration. (RCW 70.95.030)

"Special Recycling Event" means a one-day event for the collection of recyclable materials not included in household collection programs.

II. THE PURPOSE OF THIS INTERLOCAL AGREEMENT IS:

A. To establish the respective responsibilities of the parties in a program which provides County funds to the City to implement a special recycling event program.

III. THE RESPONSIBILITIES OF THE COUNTY AND CITY ARE AS FOLLOWS:

3.1 King County

- A. Funding. Grant funding is contingent on the availability of funds and approval by the County. Funding is based on the total amount of King County funds budgeted for special recycling event programs and is allocated on the basis of a \$4,000 base amount plus a per capita distribution. The level of funding is determined annually by the King County Council.
- B. Disbursement of Funds. Grant funds shall be paid out on the basis of reimbursement for completed work as described in Exhibit A, Scope of Work, and any subsequent addenda to this agreement. The City shall provide documentation as specified by the County of costs and project progress. All equipment, supplies and services purchased with City Optional Program funds for special recycling events must be used solely for the purpose of implementing such events. The disbursement schedule shall be quarterly, although cities may request reimbursement on a monthly basis. A quarterly balance of expenditures shall be included in the quarterly report described in 3.2.B.
- C. Program Services. The County will not provide special recycling events within the corporate limits of the City. The County will coordinate the timing and locations of its special recycling events with those of the City to avoid overlap.

3.2 City

- A. Program Implementation. The City shall provide at least one special recycling event within its corporate limits. The scope of work for 1993 shall be described in Exhibit A of this agreement and shall specify recyclable materials to be collected. The City shall include materials from the following list: polycoated paperboard; PET and HDPE plastic containers; 3-7 plastics; bulky yard waste (>3" in diameter); wood; appliances; ferrous metals; non-ferrous metals; textiles; tires; batteries.
- B. Accounting and Reporting. The City shall keep close account of the use of funds and progress of the project. Quarterly financial and program status reports shall be submitted to the County. Monthly reports may be submitted with approval of the County. Reports shall be made in a standard County approved format and shall be due 15 days after the end of each calendar quarter. The County shall have access to all records generated pursuant to the grant program. A final comprehensive report on the project shall be submitted to the King County Solid Waste Division one month after expiration of this agreement.

- C. Minority and Women's Business Utilization. During the term of this interlocal agreement, the City and any party subcontracting under authority of this interlocal agreement, shall adhere to all relevant sections of King County Code, Chapter 4.18 (Exhibit) regarding utilization of minority and Women Business Enterprises (M/WBE). The City shall assure that with each party subcontracting under authority of this interlocal agreement, the appropriate County M/WBE provisions have been applied. Failure by the City or any subcontracting parties under this interlocal agreement to comply with any requirements of King County Code, Chapter 4.18 shall be a material breach of this interlocal agreement.
- D. King County Recycled Product Procurement Policy. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this interlocal agreement. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the City shall notify the County's City Optional Program Manager, who may waive the recycled paper requirement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.

IV. EFFECTIVENESS AND DURATION:

- A. This interlocal agreement shall become effective upon its signature by the County and City, and shall terminate on December 31, 1993.

V. AMENDMENTS, EXTENSIONS, OR TERMINATION:

- A. This agreement may be amended, altered, clarified or extended only by written agreement of the County and City.
- B. This interlocal agreement may be terminated by the County without cause, in whole or in part, prior to the date specified above in the Effectiveness and Duration Section, upon providing the City ten (10) days' advance notice of the termination.
- C. The County may terminate this interlocal agreement, in whole or in part, upon five (5) days' advance written notice in the event: (1) the City materially breaches any duties, obligations, or services required pursuant to this interlocal agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the interlocal agreement is terminated by the County pursuant to this Subsection, the City shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the City, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the City shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the City by the County.

- D. The County may terminate this interlocal agreement in whole or in part upon written notice to the City if expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in the Effectiveness and Duration Section or in any amendment hereto.

If the interlocal agreement is terminated as provided in this Subsection: (1) the County will be liable only for payment in accordance with the terms of this interlocal agreement for services rendered prior to the effective date of termination;

and (2) the City shall be released from any obligation to provide further services pursuant to the interlocal agreement.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this interlocal agreement or law that either party may have in the event that the obligations, terms and conditions set forth in this interlocal agreement are breached by the other party.

VI. MAINTENANCE OF RECORDS:

- A. The City shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all grant funds and compliance with this interlocal agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this interlocal agreement.
- B. These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

VII. AUDITS AND EVALUATION:

- A. The records and documents with respect to all matters covered by this agreement shall be subject at all times to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this agreement and six (6) years after termination hereof.
- B. The City shall provide right of access to its facilities, including those of any contractor or subcontractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this agreement. The County will give advance notice to the City in the case of fiscal audits to be conducted by the County.
- C. The City agrees to cooperate with the County or its agent in the evaluation of the City's performance under this agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.17.

VIII. CORRECTIVE ACTION:

If the County determines that a breach of this agreement has occurred; that the City has failed to comply with any terms or conditions of this agreement, or has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the City in writing of the nature of the breach;
- B. The City shall respond in writing within three (3) days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the contract into compliance, which date shall not be more than ten (10) days from the date of the City's response;
- C. The County will notify the City in writing of the County's determination as to the sufficiency of the City's corrective action plan. The determination of the sufficiency of the City's corrective action plan shall be at the sole discretion of the County;
- D. In the event that the City does not respond within the appropriate time with a corrective action plan; or the City's corrective action plan is determined by the County to be insufficient, the County may commence termination of this contract in whole or in part pursuant to Section IX.A.;
- E. In addition, the County may withhold any payment owed the City or prohibit the City from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed.

IX. CONFLICT OF INTEREST:

- A. The City covenants that no officer, employee, or agency of the County who exercises any functions or responsibilities in connection with the planning and implementation of the program funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this agreement. The City shall take appropriate steps to assure compliance with this provision.

- B. If the City violates the provisions of Subsection XVI.A. or does not disclose other interests, required to be disclosed pursuant to King County Code Chapter 3.04.120, as amended, the County shall not be liable for payment for services rendered pursuant to this agreement. Violation of this section shall constitute a substantial breach of this agreement and grounds for termination pursuant to Section IX.A.1. above as well as any other right or remedy provided by this interlocal agreement or law.

X. HOLD HARMLESS AND INDEMNIFICATION:

- A. In providing services under this interlocal agreement, the City is an independent entity, not an employee of the County for any purpose, and neither the City nor its officers, agents or employees are employees of the County for any purpose. The City shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes to or on behalf of the City, its employees and/or others by reason of this interlocal agreement. The City shall protect, indemnify and save harmless the County and its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from: (1) the City's failure to pay any such compensation, wages, benefits, or taxes; and/or (2) the supplying to the City of work, services, materials, and/or supplies by City employees or other suppliers in connection with or in support of the performance of this interlocal agreement.

- B. The City further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts and/or failure for any reason to comply with the terms of this agreement by the City, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the interlocal agreement pursuant to Section IX.
- C. The City shall protect, defend, indemnify and hold the County, their agents, employees, officials, and officers harmless from,

and shall process and defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to its execution of, performance of, or failure to perform this interlocal agreement; PROVIDED, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this Article shall be valid and enforceable only to the extent of the negligence of the City, its agents, employees, and/or officers; and, PROVIDED FURTHER that nothing in this Article shall require any City to indemnify, hold harmless, or defend the County, its agents, employees, and/or officers from any claims caused by or resulting from the sole negligence of the County, its agents, employees, and/or officers.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

D. Insurance Requirements:

By the date of execution of this agreement, the City shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work, hereunder by the City, its agents, representatives, employees, and/or subcontractors. The cost of such insurance shall be paid by the City or its subcontractor(s). The City may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with all insurance requirements of this interlocal agreement.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

a. General Liability

Insurance Services Office form number (GL 0002 Ed. 1-73) covering COMPREHENSIVE GENERAL LIABILITY and Insurance

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Services Office Form number (GL 0404 Ed. 5-81) covering
BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT;

-or-

Insurance Services Office Form number (CG 00 01 E. 11-
88) covering COMMERCIAL GENERAL LIABILITY.

b. Professional Liability

Professional Liability, Errors and Omissions coverage. In the event that services delivered pursuant to this interlocal agreement either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services", for the purpose of this interlocal agreement section shall mean any services provided by a licensed professional.

c. Automobile Liability:

Insurance Services Office form number (CA 00 01 Ed. 12-90) covering **BUSINESS AUTO COVERAGE.**, symbol 1 "any auto"; or the combination of symbols 2, 8, & 9; and Insurance Services Office form number (CA 00 25 Ed. 1-88) Changes Endorsement.

d. Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "Other States" State law.

e. Employers Liability or "Stop Gap"

The protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

2. Minimum Limits of Insurance

The City shall maintain limits no less than, for:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- b. Professional Liability, Errors and Omissions: \$1,000,000.
- c. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- d. **Worker's Compensation: Statutory requirements of the State of residency.**

e. Employers Liability or "Stop Gap" coverage: \$1,000,000.

3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. At the option of the County, the insured shall instruct the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials and employees. The deductible and/or self-insured retention of the policies shall not limit or apply to the Cities' flexibility to the County and shall be the sole responsibility of the Cities.

4. Other Insurance Provisions

The insurance policies required in this interlocal agreement are to contain, or be endorsed to contain the following provisions:

a. General Liability Policy:

1. The County, its officers, officials, employees and agents are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the City in connection with this interlocal agreement.
2. To the extent of the City's negligence, the City's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Named Insured's insurance or benefit the Named Insured in any way.
3. The City's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

b. All Policies:

1. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-

five (45) days prior notice, return receipt requested, has been given to the County.

c. Municipal or State Agency Provision

If the City is a Municipal Corporation or agency of the State of Washington and is self-insured for any of the above insurance requirements, certifications of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.

5. Accountability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests' with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance may be placed with insurers with a Bests' rating of B+:VII. Any exceptions must be approved by the County.

If at any time of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the City shall, upon notice to that effect from the county, promptly obtain new policies, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

6. Verification of Coverage

Each City shall furnish the County with certificates of insurance and endorsements required by this interlocal agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms provided or approved by the County and are to be received and approved by the County prior to the commencement of activities associated with this interlocal agreement. The County reserves the right to require

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complete, certified copies of all required insurance policies at any time.

XI. NON-DISCRIMINATION:

- A. During the performance of this interlocal agreement, neither the City nor any party subcontracting under the authority of this interlocal agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this interlocal agreement.

The City and all subcontractors shall comply fully with King County Code, Chapter 12.16, and all applicable federal, state and local laws, ordinances, executive orders and regulations which prohibit such discrimination. These laws include, but are not limited to RCW 49.60, Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (Exhibit B), Executive Order 11246 issued by the President of the United States, all applicable sections of the Civil Rights Act of 1991, and Executive Order 2001-R issued by the County Executive.

- B. If the City fails to comply with K.C. Code Chapter 12.16, such failure shall be deemed a violation of this Chapter and a material breach of this interlocal agreement. Such breach shall be grounds for cancellation, termination or suspension of this interlocal agreement, in whole or in part.
- C. During the performance of this interlocal agreement, neither the City nor any party subcontracting under the authority of this interlocal agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18.

XII. PROPRIETARY RIGHTS:

The parties to this interlocal agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the City which are modified for use in the performance of this interlocal agreement.

XIII. NOTICE

IN WITNESS WHEREOF this agreement has been executed by each party on the date set forth below:

CITY

KING COUNTY

Mayor

King County Executive

Date

Date

Pursuant to _____

Pursuant to Motion No. 8455

Clerk - Attest

Clerk - Attest

Approved as to form and legality

Approved as to form

City Attorney

King County
Prosecuting Attorney

Date

Date