

October 2, 1995
DA:kc f/motion.i-l

INTRODUCED BY

LOUISE MILLER
GREG NICKELS
MAGGI FIMIA

PROPOSED NO.

95 - 684

MOTION NO. **9699**

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A MOTION authorizing the King County Executive or designee to negotiate and execute interlocal agreements between King County and selected government agencies outside King County including agencies outside the State of Washington to implement the 1996 "Get in the Loop" retail campaign to promote the sales of recycled products.

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WHEREAS, King County founded the Commission for Marketing Recyclable Materials (the Marketing Commission) to establish, enhance, and assure utilization of methods for reusing materials which would otherwise be disposed, and in particular to promote use of products manufactured from recycled materials, and

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WHEREAS, the Marketing Commission will implement the "Get in the Loop" retail campaign that will: (1) provide incentives for retailers to market recycled products; and (2) educate consumers about the importance of buying recycled products, and

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WHEREAS, expanding the geographic scope of the "Get in the Loop" campaign will maximize manufacturer and other gifts and donations, realize economies of scale for King County ratepayers, and enhance market impact;

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

A. The King County Executive or designee is hereby authorized to negotiate and execute agreements with selected government agencies outside of King County and within the State of Washington who will provide funds to King County to implement the 1996 "Get in the Loop" recycled product retail campaign within said jurisdiction in accordance with the model interlocal agreement in attachment A.

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B. The King County Executive or designee is hereby authorized to negotiate and execute agreements with selected government agencies outside the State of Washington who will provide funds to King County to implement the 1996 "Get in the Loop" recycled product retail campaign within said jurisdiction in accordance with the principles in attachment B.

PASSED by a vote of 13 to 0 this 23rd day of October 1995

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

ATTACHMENTS:

- A. Model Interlocal Agreement for Government Agencies Within the State of Washington
- B. Statement of Principles

Attachment A

Model
INTERLOCAL AGREEMENT
 Between
KING COUNTY AND _____

This Agreement (the "Agreement") is executed between King County, a political subdivision of the state of Washington, and _____, municipal or county subdivision of the state of Washington.

This Agreement has been authorized by the governing body of each party as designated below:

King County Motion No. _____

City or County _____

RECITALS

The King County Commission for Marketing Recyclable Materials has established programs to increase sales of recycled products to target markets.

The "Get in the Loop" retail campaign will provide incentives for retailers to market recycled products and educate consumers about the importance of buying recycled products. Expanding the geographic scope of the "Get in the Loop" retail campaign will maximize manufacturer and other gifts and donations, realize economies of scale for King County ratepayers, and enhance market impact.

I. PURPOSE

The purpose of this Agreement is to define the terms and conditions for funding to be provided to King County from the City or County for participation in and purchase of the 1996 "Get in the Loop" recycled product retail campaign.

II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the parties to this Agreement shall be as follows:

A. King County

1. **Use of Funds.** Funds provided by City or County to King County pursuant to this Agreement shall be used for expenditures related to implementation of the 1996 "Get in the Loop" retail campaign within that jurisdiction consistent with the scope of work and budget attached hereto as Exhibit A.

2. **Request for Reimbursement.** King County shall submit to the City or County a reimbursement request for costs as defined in the scope of work, budget and schedule attached hereto as Exhibit A.

3. **Project Administrator.** The project shall be administered for King County by David Herrick, Project Manager or designee specified by the King County Commission for Marketing Recyclable Materials.

B. The City or County

1. **Method of Payment.** The City or County will pay King County within thirty (30) days of receiving a request for reimbursement from King County for eligible costs as defined in the Scope and Budget of this Agreement.

2. **Compensation.** The total allocation under this Agreement is \$_____.

3. **Project Administrator.** The project shall be administered for the City or County by _____ or designee.

III. DURATION OF AGREEMENT

This Agreement shall become effective upon execution of both parties and shall terminate on _____. This Agreement may be extended if needed upon written Agreement of both parties.

IV. AMENDMENTS

This Agreement may be amended only by mutual agreement in writing by both parties.

V. HOLD HARMLESS AND INDEMNIFICATION

A. King County shall protect, defend, indemnify, and hold harmless the City or County, its officials and other officers, agents, and employees from and against any and all claims, demands, suits, penalties, losses, damages, costs, and/or issues whatsoever occurring from actions by King County and/or its subcontractors pursuant to this Agreement. King County shall 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 City or County

arising out of or incident to its execution of, performance of or failure to perform this Agreement. King County agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. King County's obligations under this section shall include indemnification for all claims, including without limitation claims arising from sole negligence of King County, the concurrent negligence of both parties and the negligence of one or more third parties, and excluding claims arising from the City or County's sole negligence. 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, constituting an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

B. The City or County shall protect, defend, indemnify, and hold harmless King County, its officials and other officers, agents, and employees from and against any and all claims, demands, suits, penalties, losses, damages, costs, and/or issues whatsoever occurring from actions by the City or County and/or its subcontractors pursuant to this Agreement. The City or County shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against King County arising out of or incident to its execution of, performance of or failure to perform this Agreement. The City or County agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. The City or County's obligations under this section shall include indemnification for all claims, including without limitation claims arising from sole negligence of the City or County, the concurrent negligence of both parties and the negligence of one or more third parties, and excluding claims arising from King County's sole negligence. 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, constituting an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

VI. NOTICE

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

City or County

King County

(title)

King County Executive

Date

Date

Pursuant to

Pursuant to Motion No.

Clerk - Attest

Director, Department of Public Works -
Attest

Approved as to form

Approved as to form

Attorney

King County Prosecuting Attorney

Date

Date

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**ATTACHMENT B
STATEMENT OF PRINCIPLES**

The Executive or designee is authorized to negotiate and execute interlocal agreements with other governments outside of the State of Washington to expand the geographic reach of the "Get in the Loop" recycled product retail campaign consistent with the following principles:

- Scope of Work. In return for participating as part of a regional/national "Get in the Loop" campaign, public agencies contracting with and providing funding to King County will receive a "turnkey" recycled product retail campaign with collateral materials and agree to meet requirements and tasks as specified for all participants in this Campaign. Contracting agencies will be required to sign a license agreement for the "Get in the Loop" trademark and logo and agree to abide by rules stipulated in the agreement.

- Charges for Services Rendered. Specific costs for each jurisdiction will be determined by a cost model based on the number of retail stores and locations participating, as well as the level of service requested by the jurisdiction. At a minimum, the amount charged in the agreement will recover the cost of providing that service to a particular public agency.

- Use of Funds. Funds paid to King County by other public agencies shall be used for expenditures related to implementation of the 1996 "Get in the Loop" retail campaign within that jurisdiction. Costs incurred in implementation may include staff time and overhead, consultant services, and promotional materials.

- Payments. King County shall submit to the public agency a reimbursement request for costs incurred as defined in the scope of work, budget, and schedule detailed in an interlocal agreement. The public agency will pay King County within thirty days of receiving a request for reimbursement from King County for eligible costs.

- Project Administration. Both King County and the public agency will stipulate persons to serve as project manager.

- Hold Harmless and Indemnification. King County's obligations include indemnification for all claims arising from sole negligence of King County, the concurrent negligence of both parties and the negligence of one or more third parties. Claims arising from the contracting agency's sole negligence will be excluded. Risk Management will review and make final decisions regarding liability.

- Other. With legal assistance, King County may negotiate other terms of an interlocal agreement as may be required by applicable laws in other states outside the State of Washington.