

September 14, 1995
JB:kc
f/motion

Introduced by:

LOUISE MILLER

Proposed No.:

95 - 716

MOTION NO.

9705

A MOTION authorizing the King County Executive to enter into interlocal agreements between King County and selected government agencies in King County to implement the Interagency Demonstration Sites program to promote the use of recycled products in local public construction projects.

WHEREAS, King County adopted a goal of recycling and reducing the waste stream by sixty-five percent by the year 2000, and

WHEREAS, King County founded the Commission for Marketing Recyclable Materials 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

WHEREAS, the construction industry represents a huge potential for using products made from recycled materials, and

WHEREAS, government represents a significant portion of the construction industry in its capital improvement, renovation, and maintenance projects, and

WHEREAS, government is responsible for setting and enforcing material specifications and building standards for the construction industry, and

WHEREAS, key challenges to increasing the use of recycled construction products include showing they meet or exceed specifications and garnering practical experience in using such products;

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

1 The King County executive is hereby authorized to enter into
2 agreements with selected government agencies in King County,
3 substantially in the form as attached, providing funds which
4 support the use of recycled construction materials versus non-
5 recycled materials.

6 PASSED by a vote of 12 to 0 this 6th day of
7 November, 1995.

8 KING COUNTY COUNCIL
9 KING COUNTY, WASHINGTON

10 Kent Pullen
11 Chair

12 ATTEST:

13 Ronald C. Peterson
14 Clerk of the Council

15 ATTACHMENTS:
16 Model Agreement

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 subdivision of the state of Washington, hereinafter referred to as "County" and "(City or other appropriate designation)" respectively.

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

King County Motion No. _____

(appropriate designation) _____

RECITALS

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

Because of its potential for using huge amounts of recycled products, the construction industry is one of the Commission's target markets.

Government is an important component of the targeted construction industry because government establishes and enforces minimum specifications for material performance and installation, and because government constructs and maintains public infrastructure and recreational facilities.

As part of the Commission's Interagency Demonstration Sites program, this project is designed to stimulate the use of recycled construction products by government agencies in King County. This project and information learned from it will be used to help agencies overcome initial barriers to using recycled construction products and promote the continued use of these products in both the public and private sector construction markets.

I. PURPOSE

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the (appropriate designation) from the County for the purchase and installation of recycled construction products.

II. RESPONSIBILITIES OF THE PARTIES

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

A. The (City or appropriate designation)

1. **Use of Funds.** Funds provided to the (appropriate designation) by the County pursuant to this Agreement shall be used for the marginal cost for purchase and installation of recycled construction products consistent with the scope of work and budget attached hereto as Exhibit A.
2. **Request for Reimbursement.** The (appropriate designation) will submit to the County a reimbursement request for the cost of purchasing and installing the recycled materials within thirty (30) days of completion of the construction project in a format specified by the County. The request shall include a report evaluating the use and performance of the recycled products and identifying any additional information needs. The report shall include any relevant data generated as a result of this Agreement. The report shall be accompanied by receipts for verification of expenses.
3. **Minority and Women's Business Enterprises ("MWBE").** If the (appropriate designation) requests reimbursement by the County for activities performed by a subcontractor, the (appropriate designation) shall require that the subcontractor comply with the minority and women's business utilizations provisions of King County Code Chapter 4.18 attached hereto as Exhibit B.
4. **Nondiscrimination.** During the performance of this Agreement, neither the (appropriate designation) nor any party subcontracting under authority of this 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 Agreement as defined by King County Code, Chapter 12.16.
5. **Unfair Employment Practices.** During the performance of this Agreement, neither the (appropriate designation) 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.
6. **Recycled/Recyclable Products.** The (appropriate designation) shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The (appropriate designation) shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.

7. **Records Management**. The (appropriate designation) shall maintain accounts of direct and indirect costs associated with this project and data generated in conducting or evaluating this project pursuant to Section II.A.2 of this Agreement for a period of at least six (6) years. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials so authorized by law.
8. **Project Administrator**. The project shall be administered for the (appropriate designation) by _____ or designee.

B. The County

1. **Method of Payment**. Within thirty (30) days of receiving a request for reimbursement from the (appropriate designation) for eligible costs as defined in the Scope and Budget of this Agreement, the County shall either notify the (appropriate designation) of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the (appropriate designation) providing the reason for such exception.
2. **Compensation**. Funding is contingent on the availability of funds and approval by the County. The total allocation under this Agreement is \$ ____.
3. **Project Administrator**. The project shall be administered for the County by Jailyn Brown, Project Manager or designee specified by the King County Commission for Marketing Recyclable Materials.

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

The (appropriate designation) shall protect, defend, indemnify, and hold harmless the 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 (appropriate designation) and/or its subcontractors pursuant to this Agreement. The (appropriate designation) 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 County arising out of or incident to its execution of, performance of or failure to perform this Agreement. The (appropriate designation) 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 (appropriate designation's) obligations under this section shall include indemnification for all claims, including without limitation claims arising from sole negligence of the (appropriate designation), the concurrent negligence of both parties and the negligence of one or more third parties, and excluding claims arising from the 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. INSURANCE

The (appropriate designation), at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the (appropriate designation), its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. Any deductible or self-insured retentions shall be the sole responsibility of the (appropriate designation). Said insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the (appropriate designation) pursuant to this Agreement.

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

VII. NOTICE

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

(appropriate designation)

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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