

05/27/99

snohomishmot

Introduced By:

Larry Phillips

Clerk 05/27/99

Proposed No.:

1999-0309

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MOTION NO. 10717

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A MOTION authorizing the executive to enter into interlocal cooperation agreements with Snohomish County for the Puget Sound Fresh and Farm Link programs.

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WHEREAS, Ordinance 13340, appropriated and allocated fifty-five thousand dollars to fund the Puget Sound Fresh program for 1999, and

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WHEREAS, King County is implementing a Farm Link program to link new farmers to available land, and

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WHEREAS, Snohomish County is willing to participate in both programs by contributing twenty thousand dollars to the Puget Sound Fresh program and ten thousand dollars to the Farm Link program for 1999;

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

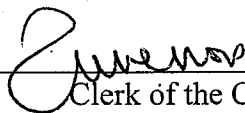
1 The executive is authorized to enter into and execute contracts and interlocal
2 cooperation agreements with Snohomish County, in substantially the form attached, that
3 may be necessary for the participation of Snohomish County in the Puget Sound Fresh and
4 the Farm Link programs.

5 PASSED by a vote of 11 to 0 this 28th day of June, 1999.

6 KING COUNTY COUNCIL
7 KING COUNTY, WASHINGTON

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9 Chair

10 ATTEST:

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12 Clerk of the Council

13 Attachments: Interlocal Cooperation Agreement Between King County and Snohomish
14 County for the Puget Sound Fresh Program.

**Interlocal Cooperation Agreement
Between
King County and Snohomish County
For the Puget Sound Fresh Program**

This Interlocal Cooperation Agreement is entered into by and between King County and Snohomish County.

WITNESSTH:

WHEREAS, King County has implemented the "Puget Sound Fresh" marketing program to promote farm products grown within King County by local farmers; and

WHEREAS, Puget Sound Fresh is designed to provide a vehicle for promoting agricultural products grown within any of the 12 counties bordering Puget Sound; and

WHEREAS, Snohomish County is interested in promoting agricultural products grown within Snohomish County and participating in the Puget Sound Fresh program; and

WHEREAS, Marketing Partners has developed the marketing program for King County and is under contract with King County to promote the Puget Sound Fresh program; and

WHEREAS, Snohomish County is willing to provide funds to participate in the marketing campaign for 1999;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for the period of May 1, 1999 through May 31, 2000 unless otherwise modified, terminated or amended. All tasks of the work program, as described in attachment A, will be completed by April 30, 2000.

2. PURPOSE OF THE AGREEMENT

The purpose of this agreement is to create a cooperative arrangement between the Counties of Snohomish and King in order to promote agricultural products grown by local farmers in order to maintain a viable agricultural industry in the Puget Sound Region.

3. SCOPE OF WORK

This agreement shall be implemented through the completion of the scope of work as detailed in Attachment A of this agreement. Any changes in the scope of work which affect the work to be performed that is funded by Snohomish County must be agreed upon by both parties to this agreement in writing.

4. RESPONSIBILITIES OF SNOHOMISH COUNTY

Subject to the terms of this Agreement, Snohomish County will provide funds to King County in the amount shown in Attachment A. Snohomish County has no obligation to provide funds to King County in excess of the amount shown in Attachment A. Snohomish County assumes no obligation for future support of the Puget Sound Fresh program except as expressly set forth in this agreement.

5. RESPONSIBILITIES OF KING COUNTY

A. Subject to the terms of this Agreement, King County will perform the scope of work as outlined in Attachment A. This includes contracting with an outside firm for running the promotion program as outlined in scope of work.

B. As a condition of funding at least two presentations will be made to the Snohomish County Agricultural Advisory Board regarding the progress of the program.

C. King County will prepare a final report describing the completed work. In this report will be a recommendation for future work to be performed in order to maintain the on-going agricultural production of locally grown agricultural products. A presentation of this report and its recommendations will be made to the Snohomish County Agricultural Advisory Board.

1. HOLD HARMLESS AND INDEMNIFICATION

Each party to this Agreement shall protect, indemnify and save harmless the other party, its officers, agents and employees from any and all costs, claims, demands, judgments, or awards of damages, arising out of or in any way resulting from, the negligent acts or omissions by the other party's officers, employees or agents.

2. ENTIRETY OF AGREEMENT

A. This agreement constitutes the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. No other Agreement exists between the parties in relation to the subject matter of this Agreement. Except as provided herein, no modifications of this Agreement shall be effective until reduced to writing and executed by both parties.

B. Any revisions or alterations to this Agreement shall be negotiated as an amendment requiring the written approval of both parties.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed
their names in the spaces put forth below:

KING COUNTY

SNOHOMISH COUNTY

Ron Sims
King County Executive

Robert J. Drewel
Snohomish County Executive

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Deputy Prosecuting Attorney for
King County

Deputy Prosecuting Attorney for
Snohomish County