

INTERLOCAL AGREEMENT
Between
KING COUNTY AND KITSAP COUNTY

This Agreement (the "Agreement") is executed between King County, a political subdivision of the state of Washington, and Kitsap County, 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. 9699

Kitsap County _____

1996 MAR -5 PM 2: 26

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 Kitsap 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 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 Kitsap 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. Kitsap County

1. **Method of Payment.** Kitsap 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 will not exceed \$14,500 unless this agreement is amended by both parties.

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

III. DURATION OF AGREEMENT

This Agreement shall become effective upon execution of both parties and shall terminate on December 31, 1996. 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 Kitsap 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 Kitsap 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 Kitsap 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. Kitsap 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 Kitsap County and/or its subcontractors pursuant to this Agreement. Kitsap 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. Kitsap 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. Kitsap County's obligations under this section shall include indemnification for all claims, including without limitation claims arising from sole negligence of Kitsap 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:

Kitsap County

King County


Title CHAIRMAN

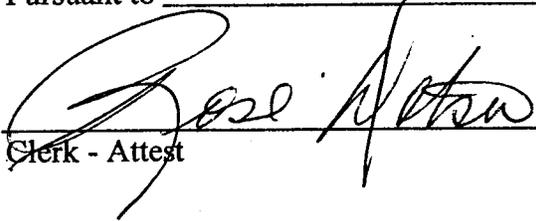

King County Executive

2/12/96
Date

2-21-96
Date

Pursuant to _____

Pursuant to Motion No. 9699


Clerk - Attest


Director, Department of Public Works -
Attest

Approved as to form

Approved as to form

Attorney

King County Prosecuting Attorney

Date

Date

Exhibit A

Scope of Work

Summary

The King County Commission for Marketing Recyclable Materials (King County) will perform the following services related to conducting the "Get in the Loop" Retail Campaign on behalf of Kitsap County. The "Get in the Loop" Retail Campaign is a one-month promotion of recycled products in participating retail stores. The campaign will officially begin on August 7, 1996 and end on September 4, 1996.

Project Management

King County will be responsible for managing the administration of this agreement, including consultant administration and billing.

Retailer Recruitment

King County will design and produce a recruitment brochure that will be used to recruit participating retailers to the campaign. This brochure will include recognition of Kitsap County as a sponsor of the campaign.

King County will conduct the following activities in order to recruit the participation of retailers to Kitsap County's campaign:

Make contact with certain large chain retailers such as Target and Home Depot that may have stores in both King County and Kitsap County.

Production of Materials

King County will design and produce a "do-it-yourself" retailer recruitment and follow up package that can be used by Kitsap County to implement the campaign. The package will include the following:

- retailer contact letters
- sales tracking forms
- retailer advertising agreements
- press releases and media relations templates

King County will design and produce the following materials for use in retail stores during the campaign: (Quantities given are averages, not individual store maximums)

Shelf talkers (25/store)

Posters (2/store)

Door signs (2/store)

Buttons (15/store)

Coordination

King County will meet with Kitsap County's project manager on two occasions in order to update them on the campaign's progress and to coordinate a close working relationship with them. At the discretion of Kitsap County, telephone conferences may be substituted for in person meetings.

Media Relations

King County will provide one copy of a generic media kit for Kitsap County that can be modified by Kitsap County in its media relations efforts. This media kit will include an overview of the "Get in the Loop" campaign, an explanation of the purpose of the campaign, and information about the campaign's sponsors.

Advertising

King County will design and produce one copy of a print advertising template that can be modified and used by Kitsap County for the purposes of paid advertising to promote the campaign.

Responsibilities of Kitsap County

Kitsap County agrees to the following terms:

Since the "Get in the Loop" logo is a registered trademark of King County, a separate licensing agreement must be signed by Kitsap County governing the use of the logo.

Certain overall campaign sponsors must be mentioned on various materials produced and used in conjunction with this campaign. Overall sponsors may include, but are not limited to, the U.S. Environmental Protection Agency, trade associations, recycled product manufacturers, or other organizations that provide overall funding. Inclusion of these sponsors' information and/or logos may be required on the following:

- Any print advertisements purchased by Kitsap County to publicize the campaign.
- Any media kit that is used by Kitsap County to promote the campaign.
- Any customized signage that is produced for inclusion in participating retail stores that is negotiated between King County and sponsoring organizations.

Customized signage may include manufacturers' or other sponsors' names and logos appearing on shelf talkers, posters or other in-store signage produced for the campaign.

Schedule

Retailers recruited for participation	January 6 - April 30
Retailer materials produced	June 6
Materials delivered to retailers	July 24
Campaign kick off	August 7
End of mandatory campaign participation	September 3
Retailers recognized for participation	September 18
Sales results compiled and evaluated	November 18

LICENSE AGREEMENT

This Agreement is made as of January 1, 1996, by and between King County Commission For Marketing Recyclable Materials, a division of King County, State of Washington ("Licensor"), whose principal place of business is located at 400 Yesler Building, Room 200; Seattle, Washington 98104, and Kitsap County ("Licensee"), whose principal place of business is located at 614 Division Street, Port Orchard, WA 98366.

WHEREAS, Licensor owns the trademark and service mark GET IN THE LOOP BUY RECYCLED AND DESIGN (the "Mark") as shown in Exhibit A attached hereto.

WHEREAS, Licensee desires to use the Mark in the geographic area described on Exhibit B attached hereto (the "Territory") in connection with the advertisement and sale of the goods made of recycled products listed on Exhibit B (the "Goods and Services");

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. Licensor grants to Licensee a nonexclusive license to use the Mark in connection with the advertisement and sale of the Goods and Services. The license granted hereunder shall be limited to use of the Mark on the Goods and in connection with the Services in the Territory.
2. Licensee shall use the Mark only in the manner and to the extent specifically permitted by this Agreement and such written guidelines and graphics standards as Licensor may from time to time present to Licensee. Licensor's current guidelines and graphic standards with respect to use of the Mark are attached hereto as Exhibit C. Each use of the Mark by Licensee shall include the ownership attribution notice set forth on Exhibit B.
3. Licensee shall not contest or do or cause to be done anything which in any way impairs Licensor's right, title and interest in the Mark. Licensee shall not without express written authorization from Licensor use the Mark in any form other than as shown in Exhibits A and C.
4. Licensee shall not represent that it is the owner of the Mark nor claim any right therein, and Licensee acknowledges that its use of the Mark shall inure to the benefit of Licensor and shall not create in favor of Licensee any right, title or interest in the Mark.
5. Except as approved in writing by an authorized representative of Licensor, Licensee shall not adopt or use the Mark or any word or mark which is similar to or confusing with the Mark as part of its corporate name, trade name, or style of doing business.

6. In order to safeguard the integrity of the Mark and the good will generated thereby, Licensee shall use the Mark only in connection with Goods and Services that conform to standards of quality established from time to time by Licensor. Licensor's current quality standards for use of the Mark in connection with the Goods and Services are attached hereto as Exhibit B. In addition, whenever available, Licensee shall use recycled content materials for all materials bearing the Mark.

7. Licensor shall have the right, at any time during Licensee's normal business hours, to inspect on the premises of Licensee or elsewhere, the goods being provided and the services being performed as well as the advertising materials being used by Licensee in order to ascertain whether such goods and services and materials conform to Licensor's standards.

8. In the event that the goods and/or services rendered by Licensee in connection with Licensee's use of the Mark do not conform to Licensor's standards or the terms of this Agreement, Licensee shall have a period of seven (7) days from the date of written notification thereof by Licensor in which to upgrade its goods and/or services and materials to conform to such standards or comply with the terms of this Agreement. If Licensee fails to conform within such 7-day period, Licensor shall have the right to immediately terminate this Agreement and the license granted hereunder by giving notice to Licensee.

9. This Agreement and the license granted hereunder shall terminate automatically without prior notice or legal action by the Licensor upon the happening of any of the following events: (a) Licensee is adjudicated in any legal proceeding to be a voluntary or involuntary bankrupt; (b) Licensee makes any assignment of assets or business for the benefit of creditors; or (c) a trustee or receiver is appointed to administer or conduct Licensee's business or affairs.

10. Except as otherwise provided herein, this Agreement and the license granted hereunder shall continue in full force and effect through the term identified in Exhibit B. This Agreement may be renewed for additional terms by mutual written agreement of the parties.

11. Upon termination of this Agreement, Licensee shall discontinue all use of or reference to the Mark, shall not adopt any colorable imitation or confusing simulation thereof, and shall refrain thereafter from representing directly or indirectly that it is a licensee of the Mark.

12. Licensee may not assign, sublicense or transfer its rights under this Agreement without the prior written consent of Licensor. Any change of ownership or control of Licensee shall be deemed a transfer of the license granted hereunder unless written consent to such change of ownership or control is given to Licensee by Licensor.

13. Licensee shall inform Licensor of any potential trademark or service mark infringements with respect to the Mark which come to the attention of Licensee during the term of this Agreement.

14. Any notices hereunder shall be sent by registered or certified mail, postage prepaid, to the addresses written above.

15. This Agreement shall be governed by and interpreted according to the laws of the State of Washington.

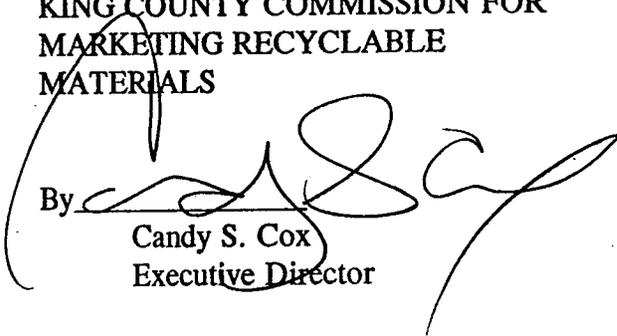
16. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, written or oral.

17. This Agreement may not be amended unless such amendment is in writing and signed by the party against whom such amendment is sought to be enforced.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

LICENSOR:

KING COUNTY COMMISSION FOR
MARKETING RECYCLABLE
MATERIALS

By 

Candy S. Cox
Executive Director

LICENSEE:

By
Its

7923.1.1

Exhibit A - Licensed Mark

GET IN THE LOOP



TM

Exhibit B - Licensee Specific Terms

Territory: The mark may be used only within the confines of the State of Washington.

Goods: The mark may be used to denote products and packages that contain recycled materials.

Services: The mark may be used on promotional and educational materials created in connection with Kitsap County's retail buy recycled campaign.

The mark may be used by participating retailers in advertising in connection with Kitsap County's retail buy recycled campaign during the period of this agreement. No other retailer uses of the mark are authorized under this agreement.

Ownership Attribution Notice: Licensee shall include the following attribution notice in a prominent location on all materials produced by licensee which include the Mark and that are larger than 24 square inches in area:

The "Get In The Loop" logo is a trademark of the King County Commission for Marketing Recyclable Materials (Seattle).

Term: Use of the mark is limited to the period January 1, 1996 to December 31, 1996.

Quality Standards (Goods): All products identified with the mark must be labelled as containing recycled content. This can be conveyed by either a statement on the package or by three chasing arrows on a dark circular background (the recycled symbol).

Quality Standards (Services): Copies of all materials using the mark must be delivered to licensor as soon as they are available for distribution.

Exhibit C - Graphics Standards and Usage Guidelines

The "Get In The Loop" logo is trademarked to the King County Commission for Recyclable Materials. Use of this logo is restricted to approved licensees.

This logo must be printed in 100% black. It may not be reversed out of any color, photo, or black. The logo must be used directly off of the accompanying sheet or computer diskette supplied by licensor, not reprinted or copied. If you need additional copies, or require this logo on a computer disk, please notify the Commission at 296-4439. Please use recycled paper with the highest post-consumer content whenever possible!

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Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
Exchange Building, EXC-ES-0862
821 Second Avenue, 8th Floor
206-684-1681 TTY Relay: 711



Cooperative Purchasing Agreement
RECORD MANAGEMENT DIV.
05 MAR -3 AM 8:55

In accordance with Chapter 39.34 RCW, King County and the County of Kitsap agree to a cooperative governmental purchasing agreement for various equipment and supplies using King County's competitively awarded contracts.

King County therefore extends the use of its contracts to the County of Kitsap to the extent provided by law and upon the following terms:

- (1) The vendor(s) agrees to extend to County of Kitsap the terms and conditions of King County's contract.
- (2) Kitsap County accepts responsibility for compliance with any additional or varying laws and regulations governing its purchases. Any purchases by County of Kitsap shall be effected by a purchase order from County of Kitsap and directed to the vendor.
- (3) King County accepts no responsibility for the performance of any of the purchasing contracts by the vendor.
- (4) King County accepts no responsibility for payment of the purchase price by the County of Kitsap.

This agreement may be revoked at any time in writing by either party.

Accepted for King County

Adopted this 28th day of Feb, 2005

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

David Leach
David Leach
Procurement Manager

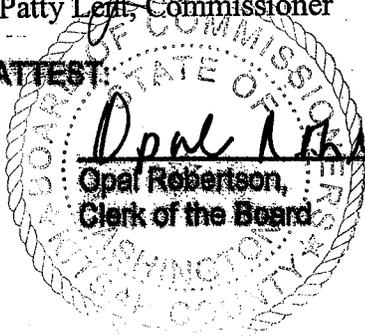
Chris Endresen
Chris Endresen, Chair

Jan Angel
Jan Angel, Commissioner

Patty Leach
Patty Leach, Commissioner

526-04
Date

ATTEST:
Opal Robertson
Opal Robertson,
Clerk of the Board



Cooperative Purchasing Agreement

In accordance with Chapter 39.34 RCW, King County and Kitsap County Purchasing agree to a cooperative governmental purchasing agreement for various equipment and supplies using King County's competitively awarded contracts.

King County therefore extends the use of its contracts to Kitsap County Purchasing to the extent provided by law and upon the following terms:

- (1) The vendor(s) agree to extend to Kitsap County Purchasing the terms and conditions of King County's contract(s).
- (2) Kitsap County Purchasing accepts responsibility for compliance with any additional or varying laws and regulations governing its purchases. Any purchases by Kitsap County Purchasing shall be effected by a purchase order from Kitsap County Purchasing and directed to the vendor.
- (3) King County accepts no responsibility for the performance of any of the purchasing contracts by the vendor.
- (4) King County accepts no responsibility for payment of the purchase price by Kitsap County Purchasing.

This agreement may be revoked at any time in writing by either party.

Accepted for King County

Accepted for Kitsap County Purchasing

David R. Leach

David R. Leach
Procurement Manager

Robert J. Don
Title: Purchasing Mgr.

Date: 4-7-99

Date: 4/2/99