

## INTERLOCAL AGREEMENT FOR CLIMATE COLLABORATION

This Agreement ("Agreement") is entered into pursuant to Chapter 39.34 RCW among participating **Cities of King County**, (hereinafter referred to as the "Cities"), and **King County**, (hereinafter referred to as the "County"), 201 S. Jackson, Suite 701, Seattle, WA 98104 (collectively, "the Parties") Chapter 39.34 RCW.

**Whereas**, we, King County and the undersigned Cities of King County, wish to work together to directly respond to climate change and reduce global and local sources of climate pollution;

**Whereas**, we believe that by working together we can increase our efficiency and effectiveness in making progress towards this goal;

**Whereas**, we are interested in achieving this goal in a way that builds a cleaner, stronger and more resilient regional economy;

**Whereas**, we are interested in focusing on local solutions to leverage and partner with related collaborative efforts;

**Whereas**, partnering on sustainable solutions will advance progress towards Cities' environmental, climate change, and energy goals such as those adopted by the nearly half of King County Cities that have signed on to the U.S. Conference of Mayors Climate Protection Agreement;

**NOW, THEREFORE**, the Cities and King County mutually agree as follows:

### **1. Purpose and Scope of this Agreement**

- 1.1 The purpose of this Agreement is to outline responsibilities and tasks related to the County and Cities that are voluntarily participating in the King County-Cities Climate Collaboration. The Parties will develop and coordinate on the following efforts:
- (a) **Outreach:** Develop, refine, and utilize messaging and tools for climate change outreach to engage decision makers, other cities, and the general public.
  - (b) **Coordination:** Collaborate on adopting consistent standards, benchmarks, strategies, and overall goals related to responding to climate change.
  - (c) **Solutions:** Share local success stories, challenges, data and products that support and enhance climate mitigation efforts by all partners.
  - (d) **Funding and resources:** Collaborate to secure grant funding and other shared resource opportunities to support climate related projects and programs.

- 1.2 It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any individual Party.
- 1.3 All tools, outreach materials, data, collaborative efforts, and other resources that are developed as part of this Agreement are optional for Cities and King County to adopt or utilize.

## 2. Organization

- 2.1 Each Party shall appoint one designee and an alternate to serve as its representative. Upon the effective execution of this Agreement and the appointment of designees and alternate designees for each Party, designees shall meet and choose, according to the voting provisions of this section, representatives to serve as **Chair** and **Vice Chair** to oversee and direct the activities associated with meetings including the development of the agendas, running the meeting and providing leadership.
- 2.2. No action or binding decision will be taken without the presence of a quorum of active designees or alternates. A quorum exists if a majority of the designees present at the meeting. Each designee shall have an equal vote, with a supermajority vote of 75% of all designees being required to approve the final scope of the collaboration program or amend the scope. Any vote to increase the amount of funding required by each Party, however, shall only be binding on those who specifically agree to such increase.
- 2.3 Designees shall have the authority and mandate to administer the Tasks outlined in Section 3.
- 2.4 Designees may approve a Request for Qualifications (RFQ) to secure vendors or consultants needed to accomplish any Task, and shall interview one or more applicants and make an appointment provided sufficient funds are available.
- 2.5 Designees shall meet and report on a quarterly basis to ensure that Tasks are efficiently, effectively and responsibly delivered in the performance of this Agreement, including the allocation of resources.
- 2.6 Designees shall develop an initial annual work plan and budget which will be finalized within one month of approval of the Agreement by the Parties. Subsequent annual work plans will be developed and approved on or before the anniversary of the adoption of the first years' work plan in conjunction with budget planning for consideration and adoption by the Parties' legislative bodies.
- 2.7 If direct payment in support of the annual work plan, such as for consultant services or hiring staff, can be arranged by participating Cities, this is preferred. If direct payment occurs, these funds will be accounted for towards that city's contribution. If this is not possible, funds collected from any source on behalf of

the Parties shall be maintained in a special fund by the County as *ex officio* treasurer on behalf of the Collaboration. The County shall also serve as the contractual agent for the Parties in acquiring any services needed to complete Tasks of the Agreement.

### 3. Tasks

#### 3.1 Climate Collaboration Work Plan.

Finalize the Scope of Work for this King County-Cities Collaboration consistent with this Agreement. This will take place after commencement per Section 5 of this Agreement and is funding-dependent.

#### 3.2 Sustain the King County-Cities Climate Collaboration (Budget \$10,000)

Pay necessary expenses to support expansion of the King County SWD GreenTools Roundtable program to include every other-month forums on climate-related sustainability issues. The Roundtables will be held at various venues throughout King County and topics will focus on the collaborative actions highlighted in the King County-Cities Climate Pledge: outreach, coordination, solutions, funding and resources. Speakers will include King County and City staff and other invited partners.

#### 3.3 Hire a staff member, partial staff member, or consultant to support achieving the priorities identified in the King County-Cities Climate Pledge (Budget \$9,000-\$80,000 depending on commitments made)

- (a) The staff member will help lead implementation of the King County-Cities Climate Collaboration initiatives, including but not limited to: sustainable transportation; clean fuel vehicles; community energy retrofits; renewable energy projects; community outreach; and other topics defined and agreed upon in the final Scope of Work or annual Work Plans. Staff could develop and implement a general countywide program that supports City sustainability projects or programs. Staffing options include hiring a part-to full-time staff from King County or a participating King County City to lead the effort.
- (b) Products that will be developed, to be clarified in the process of finalizing the Scope of Work, and dependent on funding, include:
  - 1. Directory of local climate solutions related resources to include:
    - a. County technical expert pool. A list of relevant County technical experts on staff that already support city sustainability projects and programs. This could be expanded with mechanisms for cities to directly contract with County staff to support implementation of specific projects and programs.

- b. Technical experts from all participating jurisdictions that could help support other cities' efforts, share local success stories, or potentially be contracted out to work with other cities.
  - c. Technical experts from academia, research institutions, utilities and other organizations.
  - d. List of consultants with local experience and expertise on a diverse range of climate and sustainability related functions.
  - e. Best practices and lessons learned from relevant local projects and programs.
2. Symposium for city and County staff focused on local climate solutions.
  3. Forum for all local technical experts – a broader group than those engaged in the King County-Cities Climate Collaboration – to share information and best practices
  4. Opportunities for local governments to increase understanding and gather information on specific climate change mitigation efforts.
  5. Other products as defined and agreed upon in the process of finalizing the Scope of Work, provided they are consistent with the King County-Cities Climate Pledge and focused on sustainability and climate change related outreach, coordination, solutions, or funding and resources.

#### 4. **Funding**

- 4.1 The minimum required financial contribution for each King County City to participate in this Agreement is shown below. In no event shall the Cities be responsible for amounts incurred by King County in excess of what is set forth in this Agreement without an amendment according to the terms hereof.
- 4.2 To the extent this Agreement is renewed annually, the Parties shall update the work plan and contribute funds to King County for estimated costs, as described below, in advance of services provided. Any funds not used in any given year will be used in the execution of the following year's Work Plan or refunded, on a proportional basis based on initial contributions, within forty-five (45) days in the event of a Party's termination of this Agreement.
- 4.3 The Parties represent that funds for service provision under this Agreement have been appropriated and are available. To the extent that such service provision requires future appropriations beyond current appropriation authority, the obligations of each Party are contingent upon the appropriation of funds by that

Party's legislative authority to complete the activities described herein. If no such appropriation is made, the Agreement shall terminate as to that Party provided the Party provides notice of termination prior to the other parties prior to the adoption of the annual work plan per Section 2.6.

Population Categories	Jurisdiction	Population
Under 5,000	<b>\$500</b>	Level 1
	Skykomish	198
	Beaux Arts Village	299
	Hunts Point	394
	Milton	831
	Yarrow Point	1001
	Carnation	1,786
	Medina	2,969
	Clyde Hill	2,984
	Algona	3,014
	Black Diamond	4,151
5,000 - 19,999	<b>\$700</b>	Level 2
	North Bend	5,731
	Normandy Park	6,335
	Pacific	6,514
	Duvall	6,695
	Newcastle	10,380
	Enumclaw	10,669
	Snoqualmie	10,670
	Woodinville	10,938
	Lake Forest Park	12,598
	Bothell	17,090
	Covington	17,575
	Tukwila	19,107

Population Categories	Jurisdiction	Population
20- 39,999	<b>\$1,200</b>	Level 3
	Kenmore	20,460
	Maple Valley	22,684
	Mercer Island	22,699
	SeaTac	26,909
	Des Moines	29,673
	Issaquah	30,434
	Burien	33,313
40- 65,000	<b>\$2,000</b>	Level 4
	Sammamish	45,780
	Kirkland	48,787
	Shoreline	53,007
	Redmond	54,144
	Auburn	62,761
Over 65,000	<b>\$2,500</b>	Level 5
	Federal Way	89,306
	Renton	90,927
	Kent	92,411
	Bellevue	122,363
Over 250,000	<b>\$5,000</b>	Level 6
	Seattle	608,660
King County	<b>\$10,000</b>	Level 7

Note: Population data from the Puget Sound Regional Council's download of 2010 census data

**5. Duration**

This Agreement is effective upon execution by King County and a minimum of eight King County Cities, which will contribute at least \$9,000 total, after approval by the legislative body of each Party. The Agreement will be posted on the web site of each Party after authorization in accordance with RCW 39.34.040. and .200. The Agreement will have a term of one year and will automatically renew each year unless terminated as provided in Section 7.

**6. Latecomers**

Non-party King County cities may opt into this Agreement at any time. If cities join after an annual work is finalized, they will pay a pro-rated amount, calculated as the preceding

year's annual financial contribution for that jurisdiction multiplied by the percentage of the remaining time in the year.

**7. Termination**

7.1 In addition to termination for lack of appropriation under Section 5, a Party may end its participation in this Agreement upon written notice to the other Parties prior to October 1st to be effective at the end of the calendar year. Except as set forth in 7.2, no refunds will be paid to individual Parties who terminate.

7.2 In the event of individual terminations that result in fewer than eight remaining City participants, this Agreement shall be deemed terminated and all funding remaining after all services, fees and costs incurred to that date are paid, shall be returned by King County to the remaining participants pro rata based on their original relative contribution amounts. Such payment shall be made within forty-five (45) days of the termination date.

**8. Communications**

The following persons shall be the contact person for all communications regarding the performance of this Agreement.

<b>King County</b>	<b>City of Mercer Island</b>
Matt Kuharic	Noel Treat
King County Department of Natural Resources and Parks Director's Office	Deputy City Manager City of Mercer Island
201 South Jackson, Suite 701, Seattle, WA 98104	9611 SE 36 <sup>th</sup> Street Mercer Island, WA 98040
Phone: 206-296-8738	Phone: 206-275-7661
E-mail address: matt.kuharic@kingcounty.gov	Email address: noel.treat@mercergov.org

**9. Indemnification**

To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Parties to include the officers, employees, agents and contractors of the Party, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions, torts and wrongful or illegal acts related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual

negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to Parties exercising the right of termination pursuant to this Agreement.

In no event do the Parties intend to assume any responsibility, risk or liability of any other Party or otherwise with regard to any Party's duties or regulations.

**10. Compliance with All Laws and Regulations**

The Parties shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement.

**11. Non-Exclusive Program**

Nothing herein shall preclude any Party from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action.

**12. No Third Party Rights**

Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, or to form the basis for any liability on the part of any Party, or their officers, elected officials, agents and employees, to any third party.

**13. Amendments**

This Agreement may be amended, altered or clarified only with the unanimous consent of the Parties represented by affirmative action of their legislative bodies.

**14. Entire Agreement**

This Agreement is a complete expression of the intent of the Parties and any oral or written representations or understandings not incorporated herein are excluded.

**15. Waiver**

Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the Parties which shall be attached to the original Agreement.

**16. RCW 39.34 Required Clauses**

a) Purpose. See Section 1 above

- b) Duration. See Section 5 above.
- c) Organization of separate entity and its powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- d) Responsibilities of the Parties. See provisions above.
- e) Agreement to be filed and recorded. The City shall file this Agreement with its City Clerk. The County shall place this Agreement on its web site. The Agreement shall also be recorded.
- f) Financing. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- g) Termination. See Section 7 above.

**17. Counterparts**

This Agreement may be executed in counterparts.

The persons signing below, who warrant they have the authority to execute this Agreement.

By: Dow Constantine  
 Dow Constantine  
 King County Executive  
 Date: 6-28-2012

By: Rich Conrad  
 Rich Conrad, City Manager  
 City of Mercer Island  
 Date: 5-8-2012