

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorize the City Manager to Execute an Interlocal Agreement for Climate Collaboration with Participating King County Cities and King County
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	Rika Cecil, Environmental Programs Coordinator
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

On April 24, 2006, Council adopted Resolution 242, authorizing support for the U.S. Conference of Mayors Climate Protection Agreement. In response, King County and the cities in King County worked independently to develop greenhouse gas emission inventories, action plans and education programs for individual communities.

In 2011, the suburban cities and King County decided to collaborate and form a regional partnership to increase efficiency, effectiveness and the ability to leverage solutions and funds. On September 13, 2011, Mayor McGlashan signed the Cities Climate Collaboration (Collaboration) Pledge (Attachment A), indicating the City of Shoreline's interest in participating in the Collaboration.

To formalize membership in the Collaboration, an Interlocal Agreement (ILA) (Attachment B) has been developed for all member cities to sign. This ILA provides the details of the intent of the Collaboration and the work plan for participating agencies.

**RESOURCE/FINANCIAL IMPACT:**

Approval of the Interlocal Agreement commits the City to a financial contribution of \$2,000 in order to participate as a member city of the regional Collaboration. The amount is based on the City's population, and it is currently in the 2012 Environmental Services budget. To the extent that the ILA is renewed annually, the City will contribute funds to support work plan costs.

**RECOMMENDATION**

Staff recommends Council authorize the City Manager to sign the Interlocal Agreement for Climate Collaboration.

Approved By:

City Manager



City Attorney



## **INTRODUCTION**

Since greenhouse gas emissions (ghgs) continue to increase, with ramifications for climate change in the Pacific Northwest, cities in King County have formed a regional collaboration to increase each city's efficiency, effectiveness and the ability to leverage solutions and funds that assist our communities ameliorate and plan for a changing climate.

## **BACKGROUND**

On April 24, 2006, Council adopted Resolution 242, authorizing support for the U.S. Conference of Mayors Climate Protection Agreement.

On September 13, 2011, Mayor McGlashan signed the Cities Climate Collaboration Pledge, indicating the City of Shoreline's interest in participating in the Collaboration.

## **ALTERNATIVES ANALYSIS**

If the City continues to address climate change without participating in the Cities Climate Collaboration, funding opportunities could be lost, and program outreach would be limited to Shoreline's boundaries, diminishing the opportunity to reinforce messaging across municipalities.

Currently, the following cities have signed the ILA:

- Issaquah
- Renton
- Redmond
- Snoqualmie
- Tukwila

In addition to Shoreline, the cities of Kirkland and Mercer Island have signed the pledge, and the City of Seattle has indicated that they will also sign.

By participating in the Collaboration, the partnership would increase the City's efficiency, effectiveness and the ability to leverage solutions and funds.

## **COUNCIL GOAL(S) ADDRESSED**

Council Goals No. 1 and No. 3 incorporate environmental sustainability and environmental quality respectively, into the City's Community Vision, Comprehensive Plan update and economic development. In general, City and community actions which support environmental sustainability and quality will reduce the impacts of climate change in our region.

### **RESOURCE/FINANCIAL IMPACT**

Approval of the Interlocal Agreement commits the City to a financial contribution of \$2,000 in order to participate as a member city of the regional Collaboration. The amount is based on the City's population, and it is currently in the 2012 Environmental Services budget. To the extent that the ILA is renewed annually, the City will contribute funds to support work plan costs.

### **RECOMMENDATION**

Staff recommends Council authorize the City Manager to sign the Interlocal Agreement for Climate Collaboration.

### **ATTACHMENTS**

Attachment A:	King County – Cities Climate Collaboration
Attachment B:	Interlocal Agreement for Climate Collaboration

Attachment A



KING COUNTY-Cities  
CLIMATE COLLABORATION

**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,** we agree to participate in this effort and collaborate regionally with our County and City partners to develop and coordinate the following:

- Outreach: Develop, refine, and utilize messaging and tools for climate change outreach to engage decision makers, other cities, and the general public.
- Coordination: Collaborate on adopting consistent standards, benchmarks, strategies, and overall goals related to responding to climate change.
- Solutions: Share local success stories, challenges, data and products that support and enhance climate mitigation efforts by all partners.
- Funding and resources: Collaborate to secure grant funding and other shared resource opportunities to support climate related projects and programs.

***My city will participate and contribute to the King County-Cities Climate Collaboration by dedicating staff and a financial contribution, based on my city's population, per Exhibit A.***

Designated Signatory: \_\_\_\_\_.



## Pledge and Collaboration Objectives

The Pledge is a partnership between the Cities of King County and King County itself to increase the effectiveness of local sustainability and climate change solutions by working together. The Collaboration aims to:

- Develop regional emissions targets and track progress towards these goals
- Share local success stories and challenges
- Pursue and share grants, resources and group funding sources
- Provide coordinated outreach and messaging on climate change solutions
- Raise the profile of climate efforts of King County Cities and the County itself
- Coordinate City and County sustainability efforts through workshops, presentations and other efforts

## What is the plan?

To achieve these objectives, the King County-Cities Climate Collaboration started hosting bi-monthly Sustainable Cities Roundtables on climate solutions in January 2011. In addition,

- During the summer of 2011, cities will be encouraged to commit to the King County-Cities Climate Collaboration Pledge and participate in the Sustainable Cities Roundtables<sup>1</sup>.
- As the collaboration develops, participating city staff will develop resources to support local efforts, such as:
  - Creating a directory of local climate solutions resources including a technical expert resource directory
  - Developing a list of consultants with local experience and expertise
  - Documenting and sharing best practices and lessons learned from local projects and programs
- When City pledges provide sufficient funding, additional staffing will be hired to implement joint projects in the pledge focus areas and pursue additional resources to support city sustainability efforts.
- Members will have the opportunity to participate in Sustainable Cities Roundtable series and workshops that help to advance local and regional climate solutions.

## Who is participating?

Multiple entities have participated in developing this initiative, including King County, ICLEI-Local Governments for Sustainability, and the cities of Bellevue, Black Diamond, Kirkland, Mercer Island, Redmond, Renton, Seattle, Shoreline, Snoqualmie and Tukwila.

- All King County Cities are encouraged to participate
- Cities will begin signing the pledge at the June 9<sup>th</sup> Sustainable Cities Roundtable

<sup>1</sup> 2010 Sustainable Cities Roundtable details: <http://your.kingcounty.gov/solidwaste/greenbuilding/roundtable.asp>

## **How is this Different from Existing Efforts?**

The King County-Cities Climate Collaboration is the only collaborative climate effort focused solely on local King County-based efforts. Existing networks, such as ICLEI and the Mayor's Climate Protection Initiative, provide resources, camaraderie and political legitimacy, but their scope is on a much larger scale. The Collaboration is focused on the needs of local King County governments.

Collaboration can be an effective motivator for change: it can increase commitment; catalyze action; promote mutual learning through social networks; and strengthen local governments' ability to attract sustainable development investments from both the private sector and grantor agencies. Within the Collaboration, King County municipalities can work together on tangible projects and programs, standardize goals and measures for assessing progress, and share best practices and lessons learned. Collaboration through this effort is also a great way to achieve results with limited resources.

### **Why Work with King County?**

Early on, Collaboration cities asked King County if it could be a vehicle for helping organize Collaboration activities, provide fiscal management and participate in this local focus on climate solutions. King County has a history of striving to assist its cities and towns with a broad range of sustainability and environmental efforts. Collaborating with King County government provides additional resources and political legitimacy that can help move the effort forward.

### **Why is this Important?**

To address climate change, action needs to be taken at all levels of government. Climate policy, projects and programs can be fragmented and inconsistent, and many of the tools needed to develop cohesive responses are lacking. Localities must overcome financial, technical, informational, capacity-related and institutional obstacles. Currently, local climate change action has achieved more success than national efforts, but there is a great need to further address sources of climate pollution. For significant emission reductions to occur, city and county governments need to work together.



## What will this Pledge funding do?

In support of this effort, King County has already pledged funding to expand the Sustainable Cities Roundtable to a monthly event, with every-other month focused on local and regional climate issues and initiatives. These roundtables are opportunities for sharing best practices, discussion, hearing from experts, workshops and brainstorming on specific projects.

When pledged city funding levels are sufficient, the Collaboration will hire full/partial staff support for Pledge priorities. For the first year the goal is to hire a King County Community Energy Action Corps<sup>2</sup> Member, budgeted at \$17,000 full time or \$9,000 part-time. In future years, the Collaboration may also host an annual symposium, or annual symposium session track addressing local climate solutions.

Cities that sign the pledge will also sign a Technical Service Agreement that includes a detailed Scope of Work for this effort. The Collaboration's Scope of Work will be voted on annually by participating Cities and King County and requires a majority vote by three quarters of participants. Contact either of the below representatives for more details.

### Show me the Money (Funding the Pledge)

It's a familiar story: the "green" program sounds nice but how will we pay for it? The King County-Cities Climate Collaboration Pledge includes annual fiscal commitments of its signatories, sometimes helping fund staff support that we perhaps can't afford in our own cities. While the pledge amount is relatively small, what if you already feel like you are scraping the bottom of the barrel for funds?

A recent ICLEI Fact Sheet<sup>3</sup> on sustainability program funding sources provides some ideas:

- Consider the General Fund. As this work assists the efforts of multiple departments, the Collaboration could be considered a general City benefit.
- Leftover federal Energy Efficiency and Conservation Block Grant (EECBG) or other stimulus-related funding. If grant expenditures weren't as high as predicted, they could be directed towards membership.
- Utilities budgets may sometimes provide membership funding. Greenhouse gases come from multiple sources such as landfills, streets and sewers. These departments may be good matches because of the strong nexus between climate pollution creation and mitigation.

<sup>2</sup> The Community Energy Action Corps is an AmeriCorps National and Community Service Volunteer program that allows members to work for local governments on Environmental Stewardship projects. This program requires a cost match from participants to fund the positions.

<sup>3</sup> For the full factsheet, see [www.iclei.usa.org/library/documents/ICLEI\\_Sustainability\\_Funding\\_Fact\\_Sheet.pdf](http://www.iclei.usa.org/library/documents/ICLEI_Sustainability_Funding_Fact_Sheet.pdf).



- For future years consider incorporating membership costs in solid waste or other utility fees.
- Some Cities institute cost-saving programs through energy efficiency retrofits and operational changes. If your city has or is considering such a program, consider dedicating your savings towards a membership aimed at capitalizing on similar programs.
- Environmental Education and Outreach budgets of various departments may also be a natural fit for budgeting the Climate Collaboration.

## Pledge Funding: Population Tiers

The Pledge tiers for Collaboration members are based on signatory cities' population sizes. The original tiers were derived by a sample budget to operate the Collaboration including staff needs, events funding, and expanding the Sustainable Cities Roundtable. Three variations of Pledge Tier levels were developed to meet the projected budget. The variations were evaluated by a steering committee based on their fairness to each city, what budgets could realistically incorporate, and what would be sustainable for annual pledging over time. The tiers selected actually were those least expensive for larger cities, and were agreed upon by a wide range of city types, including rural cities, cities of different sizes and different locations across King County.

---

### For more information about this effort, contact:

Matt Kuharic, Senior Climate Change Specialist  
King County Dept of Natural Resources and Parks Director's Office  
(206) 296-8738 (office)  
[matt.kuharic@kingcounty.gov](mailto:matt.kuharic@kingcounty.gov)  
Web: <http://www.kingcounty.gov/climate>

Nicole Sanders, Associate Planner  
City of Snoqualmie Planning Department  
(425) 888-5337 x.1143  
[NSanders@ci.snoqualmie.wa.us](mailto:NSanders@ci.snoqualmie.wa.us)



## Exhibit A:

### Financial Contribution Matrix

<u>Population Categories</u>	<u>Jurisdiction</u>	<u>Population</u>
<b>Under 5,000</b>	<b>\$500</b>	<b>Level 1</b>
	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
<b>5,000 - 19,999</b>	<b>\$700</b>	<b>Level 2</b>
	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

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

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

## Attachment B

### 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 a 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 serviced 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>	<b>Level 1</b>
	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>	<b>Level 2</b>
	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>	<b>Level 3</b>
	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>	<b>Level 4</b>
	Sammamish	45,780
	Kirkland	48,787
	Shoreline	53,007
	Redmond	54,144
	Auburn	62,761
Over 65,000	<b>\$2,500</b>	<b>Level 5</b>
	Federal Way	89,306
	Renton	90,927
	Kent	92,411
	Bellevue	122,363
Over 250,000	<b>\$5,000</b>	<b>Level 6</b>
	Seattle	608,660
King County	<b>\$10,000</b>	<b>Level 7</b>

*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</b>
Matt Kuharic	
King County Department of Natural Resources and Parks Director's Office	
201 South Jackson, Suite 701, Seattle, WA 98104	
Phone: 206-296-8738	Phone:
E-mail address: matt.kuharic@kingcounty.gov	Email address:

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 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: _____	By: _____
Dow Constantine	City Manager
King County Executive	City of Shoreline
Date: _____	Date: _____

**This page intentionally left blank.**