

RESOLUTION R-5569

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING PARTICIPATION BY THE CITY IN AN EASTSIDE CLIMATE PARTNERSHIP INTERLOCAL AGREEMENT WITH THE CITIES OF BELLEVUE, ISSAQUAH, MERCER ISLAND, AND REDMOND AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

1 WHEREAS, the City of Kirkland and the cities of Bellevue,
2 Issaquah, Mercer Island, and Redmond seek to enter into an
3 intergovernmental agreement enabling the City of Kirkland to
4 partner with these cities on sustainability programs, and to
5 advance progress on the cities' environmental, climate and
6 energy goals, to the extent permitted by law; and
7

8 WHEREAS, this partnership would help advance key
9 actions in the City of Kirkland Sustainability Master Plan related
10 to climate change, energy efficiency, and community resilience;
11 and
12

13 WHEREAS, the City Council has determined it to be in the
14 best interest of the City of Kirkland to enter into the Eastside
15 Climate Partnership interlocal agreement, a copy of which is
16 attached hereto as Exhibit A and incorporated herein by
17 reference; and
18

19 WHEREAS, Chapter 39.34 RCW authorizes the City of
20 Kirkland and the cities of Bellevue, Issaquah, Mercer Island, and
21 Redmond to enter into an interlocal agreement to perform any
22 governmental service, activity, or undertaking which each
23 contracting party is authorized by law to perform.
24

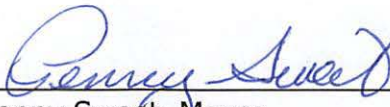
25 NOW, THEREFORE, be it resolved by the City Council of the
26 City of Kirkland as follows:
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28 Section 1. The City Manager is authorized and directed to
29 execute on behalf of the City of Kirkland an Interlocal Agreement
30 substantially similar to that attached as Exhibit "A", which is
31 entitled "Eastside Climate Partnership Interlocal Agreement."

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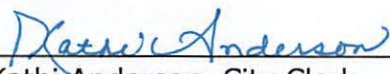
Passed by majority vote of the Kirkland City Council in open meeting this 17 day of January, 2023.

Signed in authentication thereof this 17 day of January, 2023.



Penny Sweet, Mayor

Attest:



Kathi Anderson, City Clerk

**INTERLOCAL AGREEMENT FOR
EASTSIDE CLIMATE PARTNERSHIP**

This Interlocal Agreement ("Agreement") is entered into pursuant to Chapter 39.34 RCW among the Cities of Bellevue, Issaquah, Kirkland, Mercer Island, and Redmond (individually a "Party" and collectively the "Cities" or "Parties").

Whereas, the State and Federal governments have long acknowledged the threat that climate change and pollution poses to numerous aspects of human life and have highlighted the importance of participation by local governments in initiatives to combat the climate crisis; and

Whereas, the Cities find that mitigating and preparing for climate impacts is a fundamental purpose of local government; and

Whereas, the undersigned Cities intend to work together to implement programs that directly respond to climate change and reduce sources of climate pollution; and

Whereas, the Cities are interested in achieving these goals in a way that builds a cleaner, stronger and more resilient regional economy; and

Whereas, the Cities are parties to the Interlocal Agreement for Climate Collaboration by and between King County and numerous King County cities ("K4C Agreement"), but desire to enter into this Agreement to provide more specificity for collaboration opportunities and joint programs designed to respond to climate change and reduce sources of climate pollution on a local level; and

Whereas, partnering on sustainability programs will advance progress towards Cities' environmental, climate change, and energy goals; and

Whereas, the Cities believe that by working together they can increase their efficiency and effectiveness in making progress towards these goals; and

Whereas, through the Interlocal Cooperation Act, Chapter 39.34 RCW, the Cities have the authority to engage in cooperative efforts that will result in more efficient use of public resources;

NOW, THEREFORE, and in consideration of the terms, conditions, and performances made herein, it is agreed as follows:

1. Purpose and Scope of this Agreement

1.1 The purpose of this Agreement is to formally establish the Eastside Climate Partnership, a group of local cities working collaboratively to create programs that reduce local sources of climate pollution and advance collective sustainability initiatives, and to outline the duties of and the joint powers that may be exercised by the participating cities. The Parties to this Agreement are authorized to 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. This includes advancing and helping community members take advantage of federal, state, and local incentives and rebates that promote sustainability.
- (b) Coordination: Collaborate on adopting consistent standards, benchmarks, strategies, and overall goals related to responding to climate change.
- (c) Solutions: Work together to implement programs that are designed to reduce local sources of climate pollution and that support and enhance local climate mitigation and adaptation efforts.
- (d) Funding and resources: Collaborate to secure grant funding and other shared resource opportunities to support climate related projects and programs, including cooperative contracting, procurement opportunities, and potentially shared staffing.

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.

2. Administration and Decision Making

2.1 No new or separate legal or administrative entity is created to administer the provisions of this Agreement. Joint powers of the Cities in furtherance of this Agreement shall be exercised and overseen by an Administrative Board (“Board”) comprised of designated representatives from each Party to this Agreement. Each Party shall appoint one designee to serve as its representative on the Board and one alternate designee, as set forth in Section 8 below.

2.2 The Board shall make decisions jointly at Board meetings, which may occur in person or virtually. Decisions that affect all Parties require the approval of

all Board members. If a decision is regarding a program that some but not all Parties are participating in or that will otherwise only affect certain Parties, only the approval of the participating or affected Parties is required.

- 2.3 The Board is authorized to draft, implement and amend policies and procedures for the Board that are consistent with the purposes of this Agreement. This includes, but is not limited to, the methodology for calculating income qualifications for each program.

The Board is authorized to develop future programs that are consistent with the purpose of this Agreement; provided, Parties are free to opt out of participation in any future joint projects or undertakings not expressly addressed in this Agreement.

- 2.4 Any decision of the Board that will affect the amount of funding to be provided by the Parties or that will have other budgetary impacts on the Parties shall only be binding on those who specifically agree to such.
- 2.5 The Board is authorized to approve additional Parties to this Agreement as set forth in Section 6 herein.

3. Joint Powers and Undertakings

- 3.1 Energy Smart Eastside Heat Pump Program.

In line with climate mitigation and adaptation goals, the Parties shall collaborate to create the Energy Smart Eastside Heat Pump Program (“ESE Program”). The ESE Program assists in covering the costs of installations for heat pumps within low-income households and affordable housing developments, and will also provide financial incentives to homeowners who purchase heat pumps through a distributor chosen by the Parties and installed by approved contractor(s). While all cities will participate in program management, the City of Bellevue will support administration and coordination of the program, which may utilize cooperative contracting and purchasing as set forth in Section 3.2 and a shared Program Manager as set forth in Section 3.3. The ESE Program may be expanded in the future to include other electrification or decarbonization opportunities, including but not limited to, air source hot water heat pumps, solar, and electric appliances.

- 3.2 Cooperative Contracting and Purchasing.

- (a) The Parties are authorized to enter into contracts on behalf of one another

to procure goods or services necessary for implementation of the joint programs or undertakings initiated by the Parties pursuant to this Agreement.

- (b) For each contract that one Party enters on behalf of other participating Parties, the Board members representing the affected Parties will determine, in writing prior to any execution of any contract, which Party should be the lead agency for purposes of contract execution and management and the percentage of overall contract costs that each participating Party should pay for the goods or services being contracted for.
- (c) The lead agency selected by the Board will be responsible for ensuring that any applicable procurement laws are followed, that the contract is reviewed for legal sufficiency and properly executed, and for administering and overseeing the contractor's work.
- (d) The lead agency will invoice the other Parties for their share of the costs associated with the contract on a schedule to be decided by the Board.
- (e) Nothing in this Section 3.2 shall prevent any Party to this Agreement from exercising its rights under Section 2.4 and decline to participate in any cooperative contract or purchase as described herein.
- (f) In addition to the authority to contract on behalf of one another, each Party, in contracting for the purchase of supplies, materials, equipment and services, agrees at its discretion, to extend such contracts for shared use by the other Parties to the extent permitted by law and agreed upon by those Parties and vendors/contractors. To do so, a Party may insert in its solicitations for goods or services a provision disclosing that other authorized governmental agencies may also wish to procure the goods or services and requiring the bidder to extend its bid to other agencies at the same bid price, terms and conditions. When cooperative purchasing is utilized, each Party shall remain responsible for ensuring compliance with its own laws and regulations regarding purchases and/or contracting for services. The originating Party does not accept responsibility or liability for the performance of any vendor used by the subsequent purchasing agency as a result of this Agreement. If a Party decides to utilize another Party's contract to purchase supplies, equipment, or services, it bears the sole responsibility for payment, for observing the terms of the original contract, and assumes any liability under the terms of such contract as though it were stepping into the shoes of the originating party.

3.3 Shared Program Manager.

The Parties may engage the work of a shared Program Manager to support the ESE Program and other joint undertakings approved by the Board. The

Program Manager may be hired by one of the Parties as an employee consistent with the hiring Party's human resource code and applicable policies or as an outside contractor/consultant consistent with the contracting Party's procurement codes, policies, and procedures. In either event, the Parties involved in the program(s) supported by the Program Manager will share in the costs of such position, at a rate determined by the Board. The Board's determination shall be memorialized in writing prior to a party's hiring of or contracting with a Program Manager. If the Program Manager is hired as an employee by one of the Parties, the hiring Party shall be responsible for all matters related to the Program Manager's human resource management, performance appraisals, employee relations, work related practices, performance effectiveness and responsiveness, conformance with Board expectations, and discipline. A City may opt out of contributing funding towards a shared Program Manager, but thereafter would not receive those services. Notification of potential opting out of contributing funding towards the shared Program Manager should be provided to the Board. If a City elects to opt out from sharing costs for a Program Manager after previously agreeing to do the same, then it (1) must provide notice to the Board and the hiring/contracting Party ninety (90) days prior to the end of the Fiscal Year, and (2) remain responsible for its shared cost through the fiscal year.

3.4 Future Programs.

The Parties may engage in future projects and undertakings not addressed in this Agreement, provided such programs are funded by the participating Parties, focused on sustainability and climate change related outreach, coordination, solutions, or funding and resources, and approved by the Board.

4. **Finances and Budget**

- 4.1 No joint budget is created by this Agreement. The parties are each responsible for their own finances and for maintaining their own budgets in connection with this Agreement and to support the programs initiated pursuant to this Agreement, and nothing in this Agreement shall be deemed or construed otherwise. To that end, each Party shall make direct payment towards its share of any costs incurred pursuant to this Agreement to the extent possible. When it is not possible for each Party to pay its own expenses directly or when one Party is acting as the contractual agent for the other Parties per Section 3.2(a), one Party will pay the total cost for a product or service and will invoice the remaining Parties for their portion of the costs, which shall be determined by the Board. To the extent any costs incurred are for employment of a shared Program Manager to be employed by one Party pursuant to Section 3.3, the employing Party shall be responsible for payment of the shared staff person's wages and benefits, but may invoice the

remaining Parties for their shares of the fully burdened cost of the shared staff person on an annual basis.

5. Duration

This Agreement is effective once approved by the governing bodies of and executed by at least two of the following Cities: Bellevue, Issaquah, Kirkland, Mercer Island, and Redmond. The Agreement will be posted on the web site of each Party after authorization in accordance with RCW 39.34.040. The Agreement will have a term of one year and will automatically renew each year unless terminated as provided in Section 7.

6. Latecomers

Additional Parties may opt into this Agreement at any time when approved by a majority vote of the Board and upon approval and execution of this Agreement. A late coming Party will be responsible for payment of their fair share of any costs incurred pursuant to this Agreement from the date that Party executes this Agreement, as negotiated with the Board. Within six months of execution of the Agreement, the Board will develop criteria for additional parties that can opt into the Agreement.

7. Termination

A Party may end its participation in this Agreement upon 180 days' written notice to the other Parties. This agreement may be terminated in its entirety by consensus of the Parties.

8. Communications

The following positions, or their equivalent or designee, shall make up the Board and be the contact person for all notices and other communications regarding the performance of this Agreement. If the positions are removed from a city, the Mayor, City Manager or Administrator shall appoint a new representative.

Environmental Stewardship Program Manager	City of Bellevue
Sustainability Manager	City of Kirkland
Sustainability Manager	City of Issaquah

Sustainability Manager	City of Mercer Island
Environmental Sustainability Program Manager	City of Redmond

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 agreements or actions.

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. Property Acquisition, Holding, and Disposal

The parties do not intend to acquire, hold, or dispose of any real or personal property pursuant to this Agreement. However, if any property is so acquired in performance of this Agreement, then it shall remain the property of the purchasing party upon termination of the Agreement, or the purchasing party's withdrawal from the Agreement.

17. Dispute Resolution.

17.1 Prior to any other action, the Board shall meet and attempt to negotiate a resolution to any dispute arising under this Agreement.

17.2 If the Parties are unable to resolve the dispute through negotiation, any Party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The Parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

17.3 If the mediation fails to resolve the dispute, then any Party may file suit in King County Superior Court. Each party shall be responsible for its own costs

and fees, including expert witness fees and reasonable attorney's fees.

18. Counterparts

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last written below.

City of _____

City of _____

By:

By:

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney

DATE

Date

Attest/Authenticated:

Attest/Authenticated:

City Clerk

City Clerk,

Date

Date

City of _____

City of _____

By:

Date

Approved as to Form:

DATE

Attest/Authenticated:

City Clerk

Date

City of _____

By:

Date

Approved as to Form:

By:

Date

Approved as to Form:

City Attorney

Date

Attest/Authenticated:

City Clerk,

Date

City of _____

By:

Date

Approved as to Form:

DATE

Attest/Authenticated:

City Clerk

Date

City Attorney

Date

Attest/Authenticated:

City Clerk,

Date