

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is entered into between the **Port of Seattle**, (hereinafter referred to as the "Port"), a port district and municipal corporation of the State of Washington, and **King County** (hereinafter referred to as the “the County”), 201 S. Jackson, Suite 701, Seattle, WA 98104.

WHEREAS, the County partnered with cities to establish the King County-Cities Climate Collaboration in June 2011; and

WHEREAS, the King County-Cities Climate Collaboration is increasing the efficiency and effectiveness of King County, cities and other partners progress towards regional environmental, climate change and economic development goals; and

WHEREAS, participation in the King County-Cities Climate Collaboration is a voluntary partnership; and

WHEREAS, the Port of Seattle has identified climate and energy and sustainability goals, including adoption of greenhouse gas adoption goals leading to Scope 1 neutrality by 2050, along with goals to work with tenants to reduce greenhouse gas emissions, that align in many cases with King County-Cities Climate Collaboration commitments; and

WHEREAS, the County and existing King County-Cities Climate Collaboration city partners are interested in expanding the partnership to include the Port; and

WHEREAS, the Port is entering into this Agreement pursuant to the authority granted under RCW 53.08.240, and the County is entering into this Agreement pursuant to the authority granted under section 320 of the King County Charter; and

WHEREAS, the parties enter into this Agreement based on the understanding of the parties set forth below;

NOW, THEREFORE, the Port and County mutually agree as follows:

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

The Port and County agree to engage and collaborate regionally to develop and coordinate the following deliverables:

1. Outreach – to develop, refine, and utilize messaging and tools for climate change outreach to engage decision makers, other cities, and the general public;

2. Coordination – to adopt consistent standards, benchmarks, strategies, and overall goals related to responding to climate change;
3. Solutions – to share local success stories, challenges, data and products that support and enhance climate mitigation efforts by all partners;
4. Funding and resources - to secure grant funding and other shared resource opportunities to support climate related projects and programs.

2. **Annual Contribution.** The Port agrees to pay \$7,000 within 30 days of the effective date and annually thereafter to King County to support shared King County-Cities Climate Collaboration work. King County will send an invoice to the Port for each payment. This funding will be used for projects and priorities that support deliverables outlined above, and that are jointly determined by the King County – Cities Climate Collaboration partners. Exhibit A attached hereto provides a sample budget of how the King County-Cities Climate Collaboration funds may be spent.

3. **Designee.** The Port will appoint one staff designee and an alternate to serve as its representatives in the King County-Cities Climate Collaboration.

4. **Term.** The effective date of this Agreement is _____, 2018. The Agreement shall remain in effect unless terminated by the Termination clause below.

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

King County	Port of Seattle
Project Manager: Matt Kuharic	Project Manager: Elizabeth Leavitt
King County	Port of Seattle
201 South Jackson, Suite 701 Seattle, WA 98104	2711 Alaskan Way Seattle, WA 98121
Phone: 206-477-4554	Phone: 206-787-7203
Fax: n/a	Fax: n/a
E-mail address: matt.kuharic@kingcounty.gov	E-mail address: Leavitt.e@portseattle.org

6. **Changes.** The parties may, from time to time, request changes to the deliverables agreed upon under this Agreement. The parties shall mutually agree to the changes by written amendment to the Agreement.

7. **Termination.** Either party may terminate this Agreement at any time with or without cause by giving a thirty day (30) written notice of such termination and by specifying the effective date of the termination; provided that the notice of termination shall be preceded by an in person meeting between the County and the Port.

8. **Assignment.** The work provided under this Agreement is not assignable or delegable by either party, in whole or in part, without the express prior written consent of the other party.

9. **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.

THIS Agreement is executed by the persons signing below.

PORT OF SEATTLE

KING COUNTY

By: _____
Name
Title

By: _____
Name
Title

Date: _____

Date: _____

Exhibit A

Project 2018 K4C Revenues

ILA Defined Partner Contributions	\$34,200
Related King County Contribution	\$20,000
2017 Unspent Funds	\$43,540
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Total Resources for 2018 Planning Purposes	\$ 97,740

2018 K4C Proposed Budget Items	Amount Proposed	Amount Supported
1. 2018 Sustainable Cities Roundtable Series - Consultant Support	\$10,000	\$10,000
1. 2018 Sustainable Cities Roundtable Series- to support stipends, honorariums or other financial support for local events, especially for topics and speakers related to environmental justice, climate justice and broader equity and social justice topics, themes or Roundtable participants	\$5,000	\$5,000
1. 2018 Sustainable Cities Roundtable Series - to support audio/video recording or transmitting (e.g. webinars) of a couple more valuable or popular roundtables or trainings	\$2,000	\$2,000
2. 2018 Event Catering	\$1,000	\$1,000
3. K4C and K4C Partner Infographic	\$15,000	\$10,000
4. K4C Internship-Apprenticeship Program	\$15,000	\$ -

5. Scope 5 – GHG measurement and tracking program	\$12,625	\$12,625
6. Climate Communications Training and Support	\$10,000	\$ -
7. ILFI Membership	\$5,000	
8. Urban Forestry	\$40,000	
9. iSustain Tour	\$20,000	
11. Green Building Implementation	\$16,000	\$16,000
Total	\$151,625	\$56,625
Surplus/(Deficit)	\$(53,885)	\$41,115