

Legislation Text

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AN ORDINANCE authorizing the King County executive to enter into an interlocal cooperation agreement with the state of Washington acting by and through the Energy Program of the Department of Enterprise Services, as a Washington state governmental agency, to establish a vehicle for the Energy Program to provide future energy/utility conservation project management services to King County and to authorize the development of energy service proposals in a cost-effective, efficient manner.

STATEMENT OF FACTS:

1. Climate change is one of the paramount challenges of our generation and will have long-term consequences for the economy, the environment and public health and safety in King County.

The county is already experiencing the impacts of a changing climate, including warming temperatures, acidifying marine waters, rising seas, increasing flooding risk, decreasing mountain snowpack and less water in the summer.

2. King County has a long record of innovation, leadership and investment in reducing greenhouse gas emissions and preparing for the impacts of climate change. Consideration of climate change impacts and opportunities to reduce energy use and greenhouse gas emissions are deeply embedded throughout the work plans and capital investments of county departments and lines of business.

3. The 2015 King County Strategic Climate Action Plan maps specific pathways and actions needed to achieve the ambitious countywide goals of reducing greenhouse gas emissions by

eighty percent by 2050 against a 2007 baseline with interim goals of twenty-five percent reduction by 2020 and fifty percent reduction by 2030.

4. The plan establishes goals, targets, measures and priority actions in five goal areas: transportation and land use; building and facilities energy; green building; consumption and materials management; and forestry and agriculture.
5. The plan includes a priority action recommending the county develop and implement energy management plans and cost-effective projects to reduce energy and resource use and operational costs, improve efficiency and performance in and of county facilities.
6. The interlocal agreement with the state of Washington Department of Enterprise Services is intended to provide technical expertise and contract and project management assistance and resources to the county to develop and implement projects and actions needed to adhere to the Strategic Climate Action Plan. Further, this agreement, allows the county to leverage the state of Washington's Energy Program master Energy Savings Performance Contract for investment-grade audit, energy service proposals and measurement and verification services provided by prequalified energy service companies.
7. King County and the state of Washington Department of Enterprise Services are authorized to enter into an interlocal agreement under chapter 39.34 RCW, the Interlocal Cooperation Act.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive is hereby authorized to enter into an interlocal cooperation agreement with the state of Washington Department of Enterprise Services, substantially in the form of Attachment A to this ordinance except as otherwise provided in section 2 of this ordinance, necessary for the development and implementation of cost-effective energy service proposals.

SECTION 2. Based on the recommendation from King County's risk manager, the executive is requested to negotiate with the state of Washington Department of Enterprise Services to amend the interlocal

cooperation agreement to delete the current language in section 6, Responsibility of the Parties, of the interlocal agreement and replace it with the following language, or substantially similar language:

Each party agrees to defend, indemnify and hold harmless each other, their respective officials, agents and employees, from and against any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs and expenses (including reasonable attorney fees) that arise out of or are related to the negligent acts or omissions of the indemnifying party (and its officials, agents, employees acting within the course and scope of their employment) and in the performance of said party's obligations under this Agreement or the exercise of party's rights and privileges under this Agreement. In the event any such liability arises from the concurrent negligence of the indemnifying party and the other party, the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying party and its actors.

The foregoing provisions specifically and expressly intend to constitute a waiver of each party's immunity under industrial insurance, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.