

**NORTHWEST SEAPORT ALLIANCE–CITY OF SEATTLE**  
**INTERLOCAL AGREEMENT**  
**REGARDING CLEAN TRUCK FUND**

This Interlocal Agreement (“ILA”) is made and entered into by the City of Seattle (“City”) and The Northwest Seaport Alliance (“NWSA”), jointly referred to as “the Parties.” The effective date of this ILA is October 2, 2018, contingent upon approval of each Parties’ approving body by that date.

**RECITALS**

WHEREAS, in 2011, the City passed Resolution 31312, which adopted the goal of zero net Greenhouse Gas emissions by 2050; and

WHEREAS, the City’s 2013 Climate Action Plan adopted a goal of a 58 percent reduction in Greenhouse gas emissions by 2030, in part by increasing the number of “clean vehicles” on the streets of Seattle; and

WHEREAS, in 2016 the City passed the Equity and Environment Agenda, which committed the City to reduce air pollution in the Lower Duwamish Waterway region; and

WHEREAS, The NWSA can affect improvements to public health by reducing public exposure to harmful pollutants and help address climate change by reducing air pollution from vehicles used in cargo transport to, from, and within NWSA’s Port facilities.

WHEREAS, The NWSA has established a Clean Truck Fund, the purpose of which is to assist in providing equal access to market rate loans to owners of older trucks to help them purchase newer, cleaner models; and

WHEREAS, as part of the Clean Truck Fund, The NWSA is contracting with financial advisors and loan providers who will seek to qualify owners of older trucks for replacement truck loans; and

WHEREAS, the City, by adopting Ordinance 125616 in July 2018, deems it desirable to enter into an Agreement with The NWSA for the purposes of implementing the Clean Truck Fund; and

WHEREAS, the City and The NWSA desire to enter into this ILA pursuant to RCW Ch. 39.34, and subject to City Budget Director and NWSA Managing Member approval, that will serve as the operating agreement between the two entities;

NOW THEREFORE, in consideration of the foregoing recitals, the Parties hereby agree as follows:

1. Purpose and Scope of this ILA.

1.1 The purpose of this ILA is to provide \$150,000 from the City to the NWSA to support The NWSA's new Clean Truck Fund (CTF). The CTF will support the ability of qualified lenders to provide revolving loans and to provide truck scrapping bonuses to truck owners serving marine terminals so that those owners can replace their older trucks and purchase trucks with 2007 equivalent and newer engines, in compliance with the goals of the Northwest Ports Clean Air Strategy. Upon the closure of the CTF, The NWSA shall return all \$150,000 less any monies used to cover scrap bonuses, monies encumbered by an obligation to support the funding by qualified lenders of loan principal amounts, or portions of loan principal amounts, and monies paid as a result of defaulting loan recipients. The City and The NWSA shall determine the amounts of monies that need not be returned to the City.

1.2 The NWSA shall issue an invoice to the City for \$150,000 by October 31, 2018.

1.3 The City shall submit payment (in the amount of \$150,000) to The NWSA within 30 days of receiving an invoice from the NWSA.

2. Duties of The NWSA. The NWSA shall contract with one or more agency or non-profits to counsel truck owners and loan service providers as needed, and administer the CTF, reserving all oversight functions to itself. Upon the closure of all loans issued by qualified lenders with support from the CTF, The NWSA shall refund to the City \$150,000, less any monies as described in Section 1, herein above within 30 days of the CTF being closed out or terminated under Section 5 of this Agreement.

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

<b>The Northwest Seaport Alliance</b>	<b>City of Seattle</b>	<b>Send Invoices To:</b>
Sara Cederberg	Adam Schaefer	Attn: Adam Schaefer
Senior Manager, Air Quality & Sustainable Practices The Northwest Seaport Alliance	Fiscal & Policy Analyst/Legislation Coordinator City Budget Office City of Seattle	Fiscal & Policy Analyst/Legislation Coordinator City Budget Office City of Seattle
P.O. Box 1837 Tacoma, WA 98401	600 4 <sup>th</sup> Ave #6 Seattle, WA 98104	600 4 <sup>th</sup> Ave #6 Seattle, WA 98104
Phone: (253) 428-8653	Phone: 206-684-8358	Phone: 206-684-8358
Fax:	Fax:	Fax:
E-mail address: scederberg@nwseaportalliance.com	E-mail address: Adam.schaefer@seattle.gov	E-mail address: Adam.schaefer@seattle.gov

4. Indemnification. Each party to this ILA shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this ILA shall be responsible for the acts and/or omissions of entities or individuals not a party to this ILA.

5. Enforceability by Third Parties. This ILA is not intended for the benefit of any person or entity not a signatory to this ILA and is not enforceable by any third party.

6. Amendment and Termination. The termination date of this ILA is ninety (90) days after the Alliance closes out the Clean Truck Revolving Loan Fund, unless terminated earlier by either Party pursuant to Section 6.1 herein below. Except as provided below, this ILA may be amended or terminated only in writing by the approval of both Parties' approving bodies. Such amendments shall become effective on the date of signature by both Parties, or at such time as is stated in the amendment.

6.1 Either Party may terminate this ILA upon 30 days' written notice to the other if: (1) the other Party materially defaults in performing its obligations under this ILA and does not commence to cure the default within 30 days after receiving written notice of the default and does not diligently proceed to fully cure the default; or (2) if compliance with this ILA becomes impossible due to: changes to any local, state or federal law, and the parties are unable to satisfactorily amend the ILA to address the impossibility within a reasonable time; or other changed circumstances;

7. Severability. If any provision of this ILA is deemed invalid or unenforceable, the balance of the ILA shall remain in full force and effect.

8. Counterparts. This ILA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9. Governing Law. This ILA shall be construed under and in accordance with laws of the state of Washington and venue shall lie in King County Superior Court.

10. Entire Agreement. This ILA, including documents incorporated by reference, constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, proposals, understandings, representations, correspondence or communications relating to the subject matter hereof. No modification or amendment of this Agreement shall be valid and effective unless approved by all Parties as stated in Section 6 herein above.

11. Legal Relations

11.1 Independent Municipal Governments. The participating Parties hereto are independent governmental entities and nothing herein shall be construed to limit the independent government powers, authority or discretion of the governing bodies of each Party. No joint venture or partnership is formed as a result of this ILA. No employees or agents of any Party shall be deemed, or represent themselves to be, employees of any of the other Party.

11.2 Legal obligations. This ILA does not relieve any participating Party of any obligation or responsibility imposed upon it by law.

11.3 Timely Performance. The requirements of this ILA shall be carried out in a timely manner according to a schedule negotiated by and satisfactory to the participating Ports.

11.4 Recording. A copy of this ILA shall be posted to each Party's web site.

11.5 Property Ownership. No ownership of property will transfer as a result of this ILA.

IN WITNESS WHEREOF, the Parties hereto enter into this ILA. Each person signing this ILA represents and warrants that he or she has been duly authorized to enter into this ILA by the public agency on whose behalf the person is signing.

CITY OF SEATTLE

NORTHWEST SEAPORT ALLIANCE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_