

**Interlocal Agreement between Thurston County, City of Lacey, City of Olympia, City of Tumwater, and Thurston Regional Planning Council for Implementation of the Thurston Climate Mitigation Plan**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature affixed hereto below by and between: the City of Lacey, a Washington municipal corporation (“Lacey”); the City of Olympia, a Washington municipal corporation (“Olympia”); the City of Tumwater, a Washington municipal corporation (“Tumwater”); Thurston County, a Washington municipal corporation (“County”); and, the Thurston Regional Planning Council, a state-designated council of governments and regional transportation planning organization (“TRPC”), collectively referred to herein as “the Parties” and individually as “Party.”

**WHEREAS**, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, populations, and other factors influencing the needs and development of local communities; and

**WHEREAS**, pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each Party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

**WHEREAS**, the Parties understand that greenhouse gas emissions cause climate change, and result in such impacts as reduced snowpack, ocean acidification, sea level rise, increased flooding, summer droughts, loss of habitat, and increased forest fires; and

**WHEREAS**, these environmental impacts of climate change create economic and public health impacts and the Parties are greatly concerned over all these impacts on the Thurston County region and their respective communities; and

**WHEREAS**, the Parties have each adopted a resolution with a common emissions baseline and science-based targets to reduce communitywide emissions 45% below 2015 levels by 2030 and 85% below 2015 levels by 2050; and

**WHEREAS**, the County and cities in 2021 each adopted a resolution accepting the *Thurston Climate Mitigation Plan (2020)* as a framework to guide future action addressing local sources of greenhouse gas emissions that contribute to global climate change; and

**WHEREAS**, the Parties believe that regionally coordinated implementation of the *Thurston Climate Mitigation Plan* is essential to the most efficient and effective deployment of the plan’s actions; and

**WHEREAS**, the County and cities wish to contract with TRPC, given TRPC’s mission and staff expertise, to support and coordinate regional efforts to implement the *Thurston Climate Mitigation Plan*.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

**I. Purpose and Goals of Agreement**

The purpose of this Agreement is to support regionally coordinated implementation of the *Thurston Climate Mitigation Plan* and achieve the following goals:

- To maintain momentum for local climate action.
- To develop efficient regional solutions for reducing sources of greenhouse gases in ways that support all partner jurisdictions.
- To provide accountability on progress toward achieving regional climate targets.
- To build public awareness of and engagement in climate mitigation activities across the region.

**II. Annual Work Program**

The Parties will approve an annual work program and budget to achieve the purpose and goals of the regional climate partnership. The work program will include, but is not limited to, the following tasks:

- i. **Oversight and Coordination Committees.** To maintain momentum for local climate action and coordinate implementation of climate mitigation activities, the Parties agree to convene the following committees:
  - a. A **Climate Action Steering Committee** (“CASC”) whose membership consists of policymaker representation from each of the jurisdiction Parties. The role of the CASC is to provide continued coordinated leadership to build local capacity for climate mitigation action. The Steering Committee is an advisory body to the four Parties. The four Parties do not delegate jurisdictional decision authority to the Steering Committee. The charge of the Steering Committee is to:
    - i. Review and approve an annual Work Program that identifies regional priorities for the upcoming year.
    - ii. Review progress toward achieving emissions targets.
    - iii. Discuss and coordinate on opportunities for regional collaboration, including legislative priorities, funding, and public private partnerships.
    - iv. Review and approve any proposed changes to TCMP strategy, based on emerging information.
    - v. Where needed, convene issue-specific working groups on an ad-hoc basis to provide targeted input on implementation activities.
  - b. A **Multijurisdictional Staff Team** (“MST”) whose membership consists of staff from each of the jurisdiction Parties. The role of the MST is to provide staff coordination and technical support for climate mitigation implementation. The charge of the MST is to:

- i. Develop an Annual Work Program and budget that identifies regional priorities for the upcoming year to be reviewed by the Climate Advisory Committee and CASC.
    - ii. Assist in development and review of an annual implementation progress report.
    - iii. Share information on implementation activities
    - iv. Discuss and coordinate on opportunities for regional collaboration, including funding
    - v. Identify and recommend changes to TCMP strategy, based on emerging information.
    - vi. Identify items that require discussion or decisions by the CASC.
  - ii. **Regional Priorities.** To develop efficient regional solutions for reducing sources of greenhouse gases in ways that support all partner jurisdictions, the Parties will develop an annual list of regional initiatives to be included in the work program, in addition to other standing tasks.
    - a. The list of annual initiatives will be developed by MST, reviewed by Climate Advisory Workgroup, and approved by CASC.
    - b. Annual initiatives may include regional actions from the Thurston Climate Mitigation Program or other work products needed to achieve the plan’s intent (i.e., guidance, research, technical assistance, model policy, legislation).
    - c. Annual initiatives may be led by one of the Parties, a specified regional partner, or the Parties may choose to contract for professional services from a qualified vendor or contractor.
    - d. Parties may approve a Request for Qualifications or Request for Proposals (RFQ/RFP) to secure vendors or consultants needed to accomplish any initiative, and shall interview one or more applicants and make an appointment provided sufficient funds are available. The CASC may designate a subcommittee to oversee this review process.
  - iii. **Monitoring and Assessment.** To provide accountability on progress toward achieving regional climate targets, the Parties will develop and maintain a monitoring and assessment program that tracks and reports on climate mitigation activities and outcomes.
  - iv. **Public Outreach.** To build public awareness of and engagement in climate mitigation activities across the region, the partnership agrees to coordinate public outreach activities.
- III. **Funding and In-kind Commitment**
  - i. **Program Manager.** Thurston Regional Planning Council will serve as the Program Manager for this Agreement on behalf of the Parties. The Program Manager will collect and manage funds devoted to the purposes set forth in this Agreement, for the period in which funds are to be expended. The Program Manager will utilize 10% of the annual assessment for administrative costs, such as contract and fiscal management.
  - ii. **Annual Assessment Funding.** The Parties shall each contribute an equal share of funds sufficient for the estimated costs of the Annual Work Program. ~~The Parties shall contribute funds annually in advance of services provided.~~ Any funds not used

Commented [A01]: 9/24 edit – Title changed from “fiscal agent” to “program manager.” TRPC can serve as a program manager for contracts, but not a fiscal agent.

in any given year ~~will be used~~may be considered for use in the execution of the following year's Work Program.

- iii. **Pooled Funding.** The Parties agree to pool funding and resources to the extent possible to address regional climate mitigation priorities. Any Party may choose to contribute additional funding subject to the approval of its governing body and the requirements of the applicable fund source.
- iv. **In-kind Commitment.** Each Party will allocate in-kind staff time of at minimum 0.25 FTE/year to implement this Agreement. In-kind staff support includes, but is not limited to:
  - a. Staff participation in the Multijurisdictional Staff Team, including development of Annual Work Program
  - b. Completion of quarterly reporting and review of annual report
  - c. Attendance at Steering Committee meetings
  - d. Support from jurisdictional staff with specific expertise (i.e., planning, transportation, water resources, etc.)
  - e. Support from jurisdictional public information officers and other communications staff in public communication, outreach, and gathering public opinion through jurisdictional newsletters, mailing lists, social and print media, and other jurisdictional tools and contacts.

**Commented [AO2]:** 9/24 edit – maintain equal share of funding, but remove references to annual assessment. For ease of administration, TRPC's preferred approach is to invoice partners monthly, as has been the approach in Phases 1-3.

**IV. Indemnification and Insurance**

Each Party agrees to defend, indemnify, and hold the other parties, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits including reasonable attorney fees, arising out of or in connection with the indemnifying Party's performance of this Agreement, including injuries and damages caused by the negligence of the indemnifying Party's officers, officials, and employees.

The Parties agree to maintain liability insurance; this may be fulfilled by a Party's membership and coverage in Washington Cities Insurance Authority (WCIA), a self-insured municipal insurance pool.

**V. No Separate Legal Entity Created**

This Agreement creates no separate legal entity.

**VI. Duration of Agreement**

This Agreement shall be effective on the date of the last signature affixed hereto and shall terminate three years from the execution date. The Parties may choose to renew this agreement for additional periods.

**VII. Amendment of Agreement**

This Agreement may be amended or terminated upon mutual agreement of the Parties. The Parties may amend this Agreement to allow other jurisdictions to participate in Thurston Climate Mitigation Plan implementation. As a prerequisite for joining the Agreement, new parties must adopt Phase 1's common emissions-reduction targets and prepare a climate mitigation implementation strategy for that jurisdiction. Each new jurisdiction would be responsible for an equal share of the costs of this agreement.

A Party may withdraw from the agreement upon 60 days written notice to the remaining parties, and there is no reimbursement upon withdrawal. The agreement shall automatically terminate when only one Party remains.

**VIII. Interpretation and Venue**

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for enforcement of any provisions shall be the Superior Court of Thurston County.

**IX. Entire Agreement**

This Agreement sets forth all terms and conditions agreed upon by the Parties and supersedes any and all prior agreements oral or otherwise with respect to the specific subject matter addressed herein.

**X. Recording**

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the Parties' websites as provided by RCW 39.34.040.

**XI. Counterparts**

This Agreement may be executed in counterparts, and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all Parties, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the parties. A faxed or email copy of an original signature shall be deemed to have the same force and effect as the original signature.

**XII. Rights**

This Agreement is between the signatory Parties only and does not create any third-party rights.

**XIII. Notice**

Any notice required under this Agreement shall be to the party at the address listed below and it shall become effective five business days following the date of deposit with the United States Postal Service.

**THURSTON COUNTY**

Attn: Josh Cummings, Community Planning and Economic Development Director  
Re: Climate Plan Implementation  
2000 Lakeridge Dr. SW  
Olympia, WA 98502

**CITY OF OLYMPIA**

Attn: Pamela Braff, Climate Program Manager  
Re: Climate Plan Implementation  
P.O. Box 1967  
Olympia, WA 98507-1967

**CITY OF LACEY**

Thurston Climate Mitigation Plan – Long-Term Governance Agreement  
DRAFT – CASC Review, September 2021 – EDITED 9/24/2021

Attn: Rick Walk, Community Development Director  
Re: Climate Plan Implementation  
420 College Street SE  
Lacey, WA 98503

**CITY OF TUMWATER**

Attn: Brad Medrud, Planning Manager  
Re: Climate Plan Implementation  
555 Israel Road SW  
Tumwater, WA 98501

**THURSTON REGIONAL PLANNING COUNCIL**

Attn: Allison Osterberg, Senior Planner  
Re: Climate Plan Implementation  
2411 Chandler Court SW  
Olympia, WA 98502

[Signatures are affixed to next page.]

This Agreement is hereby entered into between the Parties, and it shall take effect on the date of the last authorizing signature affixed hereto:

**GOVERNMENT AGENCY EXECUTIVE**

**APPROVED AS TO FORM**

<p><b>CITY OF LACEY</b>                  420 College Street SE                  Lacey, WA 98503</p> <hr/> <p><b>Scott Spence, City Manager</b></p>	<p><b>CITY OF LACEY</b>                  420 College Street SE                  Lacey, WA 98503</p> <hr/> <p><b>David Schneider, City Attorney</b>      <b>Date</b></p>
<p><b>CITY OF OLYMPIA</b>                  601 4th Ave East                  Olympia, WA 98501</p> <hr/> <p><b>Steven J. (Jay) Burney, City Manager</b></p>	<p><b>CITY OF OLYMPIA</b>                  601 4th Ave East                  Olympia, WA 98501</p> <hr/> <p><b>Mark Barber, City Attorney</b>      <b>Date</b></p>
<p><b>CITY OF TUMWATER</b>                  555 Israel Road SW                  Tumwater, WA 98501</p> <hr/> <p><b>Pete Kmet, Mayor</b></p>	<p><b>CITY OF TUMWATER</b>                  555 Israel Road SW                  Tumwater, WA 98501</p> <hr/> <p><b>Karen Kirkpatrick, City Attorney</b>      <b>Date</b></p>
<p><b>THURSTON COUNTY</b>                  2000 Lakeridge Drive SW                  Olympia, WA 98502</p> <hr/> <p><b>Ramiro Chavez, County Manager</b></p>	<p><b>THURSTON COUNTY</b>                  2000 Lakeridge Drive SW                  Olympia, WA 98502</p> <hr/> <p><b>Jon Tunheim, Prosecuting Attorney</b>      <b>Date</b></p>
<p><b>THURSTON REGIONAL PLANNING COUNCIL</b>                  2424 Heritage Court SW, Suite A                  Olympia, WA 98502</p> <hr/> <p><b>Marc Daily, Executive Director</b></p>	