

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA,
WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF OLYMPIA, CITY OF LACEY, CITY OF TUMWATER, THURSTON
REGIONAL PLANNING COUNCIL AND THURSTON COUNTY FOR
REGIONAL CLIMATE MITIGATION PLANNING**

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 and pursuant to forms of governmental organization that will accord best with geographic, economic, population 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 to the proposed Interlocal Agreement for Regional Climate Mitigation Planning believe that greenhouse gas emissions accelerate 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, the parties are greatly concerned over these economic, public health, and environmental impacts of climate change on the Thurston County region and their respective communities and jurisdictions; and

WHEREAS, the cities of Olympia, Lacey, and Tumwater have been taking action over many years to reduce their municipal greenhouse gas emissions and believe further action is needed to reduce their community-wide emissions; and

WHEREAS, the *Sustainable Thurston Plan*, adopted by the Thurston Regional Planning Council (TRPC) in 2013 and subsequently accepted by Thurston County and the cities of Olympia, Lacey and Tumwater, sets a goal for the Thurston County region to move toward carbon-neutrality and recommends supporting emissions reduction targets through 2050, and identifies the creation of a regional climate action plan as a first action step; and

WHEREAS, a regional climate action plan consists of two parts: (1) the emissions reducing mitigation plan referenced in the proposed Interlocal Agreement for Regional Climate Mitigation Planning; and (2) the *Thurston Climate Adaption Plan* adopted by TRPC in January 2018. The latter document includes ninety-one (91) adaptation actions to help the region prepare for and adjust to climate impacts; and

WHEREAS, the parties believe a regional climate mitigation plan would be more efficient and effective than individual climate mitigation plans;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the City of Olympia, City of Lacey, City of Tumwater, Thurston Regional Planning Council, and Thurston County, and the terms and conditions contained therein attached hereto as Exhibit A.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Interlocal Agreement attached as Exhibit A and to make any minor modifications as may be required and are consistent with the intent of the attached Interlocal Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

EXHIBIT A

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

THIS 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.”

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 believe that greenhouse gas emissions accelerate 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, the Parties are greatly concerned over these economic, public health, and environmental impacts of climate change on the Thurston County region and their respective communities; and

WHEREAS, the cities of Lacey, Olympia, and Tumwater (“Cities”) have been taking action over many years to reduce their municipal greenhouse gas emissions and believe further action is needed to reduce their community-wide emissions; and

WHEREAS, the *Sustainable Thurston* Plan, adopted by TRPC in 2013 and subsequently accepted by the County and cities, sets a goal for the Thurston County region to move toward carbon-neutrality, recommends supporting emissions-reduction targets through 2050, and identifies the creation of a regional climate action plan as a first action step; and

WHEREAS, a regional climate action plan consists of two parts: 1) the emissions-reducing mitigation plan referenced in this interlocal agreement; 2) the *Thurston Climate Adaptation Plan* adopted by TRPC in January 2018. The latter document includes 91 adaptation actions to help the region prepare for and adjust to climate impacts; and

WHEREAS, the Parties believe a regional climate mitigation plan would be more efficient and effective than individual climate mitigation plans; and

WHEREAS, the County and cities wish to contract with TRPC to lead and facilitate this regional planning effort given TRPC's mission and staff expertise; and

WHEREAS, the Parties wish to implement a two-phased planning process that will help define the needed scope of work for a regional climate mitigation plan and assign proportionate costs.

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

I. Scope of Work

Working in collaboration with the County and cities, TRPC shall complete Phase I of a regional climate mitigation plan in accordance with the scope of work included as Exhibit A. The County and cities will pay an equal share of the costs of the Phase I scope of work to TRPC, up to a combined total not to exceed \$19,990.

At the conclusion of Phase I, the Parties intend to amend this interlocal agreement to formally adopt a regional emissions-reduction target and set a Phase II scope of work, budget, and timeline for development of a regional climate mitigation plan. The amended interlocal agreement will include an agreed-upon distribution of costs for Phase II between the Parties.

II. 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 WCIA, a self-insured municipal insurance pool.

III. No Separate Legal Entity Created

This Agreement creates no separate legal entity.

IV. Duration of Agreement

This Agreement shall be effective on the date of the last signature affixed hereto and shall terminate upon completion of the tasks necessary to accomplish the purpose of the agreement, unless sooner terminated by the Parties as provided herein.

V. Dispute Resolution

- a. Step One – Negotiation. In the event of a dispute concerning any matter pertaining to this Agreement, the Parties involved shall attempt to adjust their differences by informal negotiation. The Party perceiving a dispute or disagreement persisting after informal attempts at resolution shall notify the other Parties in writing of the general nature of the issues. The letter shall be identified as a formal request for negotiation and it shall propose a date for representatives of the Parties to meet. The other Parties shall respond in writing within ten (10) business days. The response shall succinctly and directly set out that Party's view of the issues or state that there is no disagreement. The Parties shall accept the date to meet or shall propose an alternate meeting date not more than ten (10) business days later than the date proposed by the Party initiating dispute resolution. The representatives of the Parties shall meet in an effort to resolve the dispute. If a resolution is reached, the resolution shall be memorialized in a memorandum signed by all Parties, which shall become an addendum to this Agreement. Each Party will bear the cost of its own attorneys, consultants, and other Step One expenses. Negotiation under this provision shall not exceed 90 days. If a resolution is not reached within 90 days, the Parties shall proceed to mediation.
- b. Step Two – Mediation. If the dispute has not been resolved by negotiation within ninety (90) days of the initial letter proposing negotiation, any Party may demand mediation. The mediator shall be chosen by agreement. Each Party will bear the cost of its own attorneys, consultants, and other Step Two expenses. The parties to the mediation will share the cost of the mediator. A successful mediation shall result in a memorandum agreement, which shall become an addendum to this Agreement. Mediation under this provision shall not exceed 90 days. If the mediation is not successful within 90 days, the Parties may proceed to litigation.
- c. Step Three – Litigation. Unless otherwise agreed by the Parties in writing, Step One and Step Two must be exhausted as a condition precedent to filing of any legal action. A Party may initiate an action without exhausting Steps One or Two if the statute of limitations is about to expire and the Parties cannot reach a tolling agreement, or if either Party determines the public health, safety, or welfare is threatened.

VI. Termination of Agreement

This Agreement may be terminated upon mutual agreement of the Parties.

VII. 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.

VIII. **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.

IX. **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.

X. **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.

XI. **Notice**

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

THURSTON COUNTY

Attn: Ramiro Chavez, County Manager
Re: Regional Climate Mitigation Plan
2000 Lakeridge Dr. SW
Olympia, WA 98502

CITY OF OLYMPIA

Attn: Rich Hoey, Public Works Director
Re: Regional Climate Mitigation Plan
P.O. Box 1967
Olympia, WA 98507-1967

CITY OF LACEY

Attn: Rick Walk, Director of Community and Economic Development
Re: Regional Climate Mitigation Plan
420 College Street SE
Lacey, WA 98503

CITY OF TUMWATER

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

THURSTON REGIONAL PLANNING COUNCIL

Attn: Michael Burnham, Senior Planner
Re: Regional Climate Mitigation Plan
2424 Heritage Court SW, Suite A
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

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

Exhibit 'A'

SCOPE OF WORK FOR CLIMATE MITIGATION PLAN – PHASE I

OVERVIEW

This scope of work is for Phase 1 of a climate mitigation plan for Thurston County and the cities of Lacey, Olympia, and Tumwater. The plan, developed with the help of the Thurston Regional Planning Council (TRPC), will identify a common 2050 emissions-reduction target and conclude with an implementation strategy and timeline for each jurisdiction. Each implementation strategy will identify community-wide actions to enhance existing mitigation efforts, as well as identify new actions that are necessary to hit the common 2050 emissions target.

Phase 1 of the plan — to be completed by TRPC, with the help of a project team — will identify existing jurisdiction policies with targets to reduce public- and private-sector greenhouse gas emissions. Additionally, Phase 1 will identify all mitigation actions each jurisdiction has adopted and/or implemented because of these policies. The purpose of this analysis is to establish a starting point for developing each jurisdiction's implementation plan during Phase 2 of the project, which TRPC will scope out during Phase 1, Task 5.

The mitigation plan would complement the *Thurston Climate Adaptation Plan* that TRPC adopted in January 2018. The adaptation plan identified 91 actions to help the Thurston County region prepare for and adjust to climate impacts (bigger storms, deeper droughts, etc.).

TASKS & DELIVERABLES

Task 1: Manage and coordinate project.

- **Deliverable:** TRPC will facilitate at least four project meetings, present draft deliverables, and elicit feedback from the project team (staff from each jurisdiction).
- **Deliverable:** TRPC will submit monthly invoices and task-based updates to the project coordinators at the four jurisdictions: Rich Hoey, Olympia; Rick Walk, Lacey; Brad Medrud, Tumwater; Ramiro Chavez, Thurston County.

Task 2: Audit Policies & Emissions Inventories: Take stock of each jurisdiction's existing climate policy with an emissions-reduction target(s). Since 1990, the four jurisdictions have taken differing actions to cut emissions and meet varying emissions targets adopted by plan or resolution.

- **Deliverable:** TRPC will present the four jurisdictions with a memo and attached table of each jurisdiction's adopted climate policy and target(s) (e.g., Lacey's CR2 plan and target), as well as recommend a common emissions-reduction baseline and target to guide Phase 2 work.
- **Deliverable:** TRPC will assess the current state of emissions inventories and whether additional work is needed. This entails reviewing the Thurston Climate Action Team's updated emissions inventory for Thurston County.

Task 3: Audit Actions: Identify all mitigation actions each jurisdiction has adopted and/or implemented.

Deliverable: TRPC will present the four jurisdictions with a table of actions each jurisdiction has adopted and/or implemented because of its climate policy (See Task 2). This will serve as a foundation for Phase 2 work (See Task 5).

Task 4: Facilitate development of an interlocal agreement to work collaboratively on Phase 2.

- **Deliverable:** TRPC will facilitate development of a draft interlocal agreement for each jurisdiction to review and sign. The aim is to begin Phase 2 of the project in mid-2018.

Task 5: Develop a scope of work for Phase 2 of the project, which will require hiring a consultant to quantify the emissions-reduction impact of existing and new actions.

- **Deliverable:** TRPC will produce a scope of work that identifies Phase 2's timeline, deliverables, and roles and responsibilities of collaborators (cities, County, TRPC, and consultant). The scope for Phase 2 also will include a public-engagement strategy that addresses the approach for gathering public input.
- As part of this deliverable, TRPC will provide the public an opportunity to comment on the Phase 2 scope of work prior to review by each city council and the Board of County Commissioners.

TIMELINE & BUDGET

It is estimated that the development of a regional plan will cost \$200,000, including \$19,990 for TRPC to complete Phase 1. The total cost of Phase 1, slated to begin in April 2018 [*See Schedule Table*], will be divided evenly between the four jurisdictions. The cost and the proportionate jurisdictional share to complete Phase 2 will be determined upon the completion of Phase 1.

Cost & Time Estimate by Task — Phase 1:

- **Task 1:** \$4,045 (10 weeks)
- **Task 2:** \$2,166 (2 weeks)
- **Task 3:** \$7,579 (6 weeks)
- **Task 4:** \$3,170 (2 weeks)
- **Task 5:** \$3,030 (2 weeks)

TOTAL: \$19,990 (10 weeks)

Climate Mitigation Plan -- Phase I												
	2018											
	April				May				June			
	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4
Task 1: Manage & Coordinate Project												
Facilitate Project Team Meetings												
Submit Invoices and updates												
Task 2: Audit Policies												
Draft and Present Table of adopted plans and targets												
Assess emissions inventories												
Recommend shared 2050 target												
Task 3: Audit Actions												
Draft and Present Table of adopted/ implemented actions												
Task 4: Interlocal Agreement												
Draft and facilitate Interlocal Agreement for Phase 2												
Task 5: Scope Phase II												
Produce Phase II Scope of Work												
Elicit public comment on scope												
Project Week			1	2	3	4	5	6	7	8	9	10