

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

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between: Thurston County, a Washington political subdivision (“County”); 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”); 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.” The City of Lacey, the City of Olympia, and the City of Tumwater are also collectively referred to herein as “the Cities.”

**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, 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 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**, Parties have been taking action over many years to reduce their public-sector greenhouse gas emissions and believe further, collaborative action is needed to reduce communitywide emissions; and

**WHEREAS**, the Parties in the spring of 2018 executed Phase 1 of a *Regional Climate Mitigation Plan* (Exhibit B) that assessed their greenhouse gas emissions and efforts to reduce them, as well as recommended that each jurisdiction adopt a resolution with a common emissions baseline and science-based targets to guide the Plan’s Phase 2 by reducing communitywide emissions 45% below 2015 levels by 2030 and 85% below 2015 levels by 2050; and

**WHEREAS**, the *Sustainable Thurston* plan, adopted by TRPC in 2013 and subsequently accepted by the Parties, 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; and

**WHEREAS**, a regional climate action plan consists of two parts: 1) the emissions-reducing mitigation plan referenced in this Agreement; and 2) the *Thurston Climate Adaption Plan* adopted by TRPC in January 2018. The latter document includes 91 adaption 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 Parties 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 execute Phase 2 of the two-phased planning process to create the *Regional Climate Mitigation Plan* and develop Implementation Strategies to be administered by each Party.

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

**I. Scope of Work**

Amend their Phase 1 Interlocal Agreement (Exhibit B), executed on May 8, 2018, to affirm that the Parties shall work with TRPC to complete Phase 2 of the *Regional Climate Mitigation Plan* to reduce communitywide emissions 45 percent below 2015 levels by 2030 and 85 percent below 2015 levels by 2050, in accordance with the scope of work included as Exhibit A. The Parties will pay an equal share of the cost, not to exceed \$43,750 each, of the Phase 2 scope of work to TRPC, up to a combined total not to exceed \$175,000.

**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, employees, and volunteers.

The Parties agree to maintain liability insurance; this may be fulfilled by a Party's membership and coverage in the Washington Cities Insurance Authority (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 ninety (90) days. If a resolution is not reached within ninety (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 ninety (90) days. If the mediation is not successful within ninety (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. Amendment of Agreement**

This Agreement may be amended by written agreement by all Parties. To terminate this Agreement, in part or in full, all Parties must agree and would be equally responsible for all project costs incurred as of the Agreement's termination date. The Parties may also amend this Agreement, should other local jurisdictions express a desire to participate in Phase 2. As a prerequisite for joining the Agreement, new parties must adopt Phase 1's common emissions-reduction targets and concur with Phase 2's scope of work. Each new jurisdiction would increase Phase 2's budget by \$10,000, and the total cost would be split evenly by all signatory 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.

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**XI. Rights**

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

**XII. Notice**

Any notice required under this Agreement shall be to the Party representative or a designated alternate 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: Josh Cummings, Community Planning and Economic Development Director  
Re: *Regional Climate Mitigation Plan*  
2000 Lakeridge Drive SW  
Olympia, WA 98502

**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 OLYMPIA**

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

**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: Marc Daily, Executive Director  
Re: *Regional Climate Mitigation Plan*  
2424 Heritage Court SW, Suite A  
Olympia, WA 98502

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[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**

**THURSTON COUNTY**

2000 Lakeridge Drive SW, Olympia, WA 98502

**THURSTON COUNTY**

2000 Lakeridge Drive SW, Olympia, WA 98502

\_\_\_\_\_  
Ramiro Chavez, County Manager      Date

\_\_\_\_\_  
Jon Tunheim, Prosecuting Attorney

**CITY OF LACEY**

420 College Street SE, Lacey, WA 98503

**CITY OF LACEY**

420 College Street SE, Lacey, WA 98503

\_\_\_\_\_  
Scott Spence, City Manager      Date

\_\_\_\_\_  
David Schneider, City Attorney

**CITY OF OLYMPIA**

601 4th Avenue E, Olympia, WA 98501

**CITY OF OLYMPIA**

601 4th Avenue E, Olympia, WA 98501

\_\_\_\_\_  
Steve Hall, City Manager      Date

\_\_\_\_\_  
Mark Barber, City Attorney

**CITY OF TUMWATER**

555 Israel Road SW, Tumwater, WA 98501

**CITY OF TUMWATER**

555 Israel Road SW, Tumwater, WA 98501

\_\_\_\_\_  
Pete Kmet, Mayor      Date

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

**THURSTON REGIONAL PLANNING COUNCIL**

2424 Heritage Court SW, Suite A  
Olympia, WA 98502

\_\_\_\_\_  
Marc Daily, Executive Director      Date

## EXHIBIT 'A'

### SCOPE OF WORK FOR REGIONAL CLIMATE MITIGATION PLAN — PHASE 2

#### OVERVIEW

This scope of work reflects Phase 2 of a *Regional Climate Mitigation Plan* for Thurston County and the Cities of Lacey, Olympia, and Tumwater (the Parties). The *Regional Climate Mitigation Plan*, to be developed with the help of the Thurston Regional Planning Council (TRPC) and a Consultant Team, will recommend communitywide mitigation actions for the region's public and private sectors. The *Regional Climate Mitigation Plan* also will include an Implementation Strategy for each participating Party:

- Each jurisdiction's Implementation Strategy will include both "all-Party" and "individual-Party" mitigation actions that are communitywide (public and private sector) [See "Definitions" section below].
- Collectively, such mitigation actions would be sufficient to achieve the region's common emissions targets, based on the Consultant Team's analysis.

#### Key Deliverables:

- **Regional Climate Mitigation Plan**
- **Jurisdictional Implementation Strategies**

In mid-2018, Phase 1 assessed the four jurisdictions' existing climate policies that are intended to reduce communitywide emissions of carbon dioxide and other heat-trapping gases that contribute to global climate change. Phase 1 recommended that the jurisdictions adopt a common emissions baseline and science-based targets to guide Phase 2. The baseline and targets are to reduce communitywide emissions 45% below 2015 levels by 2030 and 85% below 2015 levels by 2050.

This scope of work and accompanying Interlocal Agreement assume that the jurisdictions adopt the emissions targets, commit to funding Phase 2 in 2018, and begin working on Phase 2 in early 2019. Phase 2 of the project will cost an amount not to exceed \$175,000 and is expected to take up to 18 months to complete.

#### DEFINITIONS

The following is a list of key terms used throughout this scope of work:

- **"Special Purpose" districts** — This term refers to local governments that perform limited functions, such as providing fire protection or operating ports, and are separate entities from city, town, or county governments.
- **"Communitywide" actions** — This term refers to actions taken by the public sector (e.g., cities and special purpose districts) and/or the private sector (e.g., businesses and households).
- **"All-Party" actions** — This term refers to communitywide actions implemented by all four Parties (Thurston County and the Cities of Lacey, Olympia, and Tumwater).
- **"Individual-Party" actions** — This term refers to communitywide actions that may be taken by one or more Parties, but not necessarily all of them.



## **ROLES & RESPONSIBILITIES**

Each of the four participating jurisdictions will commit an amount not to exceed \$43,750 in project funding, as well as in-kind staff support to complete Phase 2, including developing a jurisdictional Implementation Strategy. The jurisdictions also will enter into a contract with TRPC to manage the project. TRPC will perform the following duties, which are spread across Phase 2 tasks:

- Convene an Interjurisdictional Policymakers Panel, with an elected official from each Party, to focus on policy issues. The Panel is considered a part of the Steering Committee and will meet with that full Committee at least every other month. The Panel may also meet separately. Steering Committee staff will serve as advisors to the Panel. This document uses the term “Steering Committee” to include both the Interjurisdictional Policymakers Panel and the staff members.
- Help a Steering Committee of jurisdictional policymakers and staff members recruit and select a Consultant Team;
- Help the Steering Committee select a Stakeholder Committee, composed of local residents, businesses, and issue experts;
- Enter into a contract with and manage the Consultant Team;
- Facilitate meetings of the Stakeholder Committee, which will develop a project vision statement and guiding principles, consider actions, and make advisory recommendations to the Steering Committee;
- Assist with public-engagement materials, logistics, and other needs;
- Support analysis of the effects of a range of transportation actions to reduce emissions, as in-kind support to the project;
- Develop and host a project website;
- Write the *Regional Climate Mitigation Plan*, with Steering Committee and Consultant Team assistance, as needed;
- Help jurisdictional staff members present the *Regional Climate Mitigation Plan* to policymakers and the public, as needed; and
- Help each jurisdiction develop an Implementation Strategy with a mixture of communitywide (public and private sector) All-Party and Individual-Party communitywide mitigation actions that are sufficient to meet the common emissions targets.

## **ADOPTION & IMPLEMENTATION**

Each jurisdiction’s policymaking body will consider a resolution that adopts the *Regional Climate Mitigation Plan* and affirms the jurisdiction will execute its respective Implementation Strategy.

## **TASKS & DELIVERABLES**

### **Task 1: Manage and Coordinate Project**

- **Task 1.1:** TRPC will submit monthly invoices and task-based updates to each jurisdiction’s designated staff representative: Chris Hawkins, Thurston County; Jessica Brandt, City of Lacey; Rich Hoey, City of Olympia; and Brad Medrud, City of Tumwater.
- **Task 1.2:** TRPC will facilitate the Steering Committee, which will be composed of one designated policymaker and supporting staff members from each participating jurisdiction. The Steering Committee will meet monthly, and it will:
  - Use a consensus-based process for its designated policymakers to make decisions regarding developing the *Regional Climate Mitigation Plan* and formulating final recommendations for each participating jurisdiction to consider.
  - Select Stakeholder Committee members.
  - Help TRPC develop the Request for Proposals and select the Consultant Team to perform the following:
    - Lead public-engagement efforts;
    - Draft and present communitywide mitigation actions to the Stakeholder Committee for consideration;
    - Assess the actions based on their cost, feasibility, and other common criteria; and
    - Measure the actions’ collective impact to determine if they are likely to achieve the targets.
- **Task 1.3:** TRPC will issue a Request for Proposals for the Consultant Team, manage the Team, and help the Team to produce public-engagement materials, plan and facilitate public meetings, and develop draft communitywide mitigation actions for the Stakeholder Committee’s consideration.

## **Task 2: Engage Public**

- **Task 2.1:** TRPC, working with the Steering Committee, will develop a project charter and rules of engagement that establish accepted norms for making decisions during all meetings (Steering Committee, Stakeholder Committee, Public Engagement), as well as for ensuring open communication and resolving differences inside and outside of meetings.
- **Task 2.2:** TRPC will facilitate regular meetings of the Stakeholder Committee. The Stakeholder Committee, composed of public- and private-sector representatives (e.g., rural and urban residents, students, business leaders, college faculty members, state government issue experts, environmental interests, and special purpose district representatives) will:
  - Develop and recommend to the Steering Committee a vision statement and guiding principles for the *Regional Climate Mitigation Plan*;
  - Identify general economic, social, health, and environmental benefits associated with mitigation of greenhouse gas emissions; and,
  - Evaluate, select, and recommend to the Steering Committee appropriate communitywide mitigation actions to be implemented to by all Parties (i.e., “All-Party” actions) and jurisdictionally (“Individual-Party” actions), considering input from the Consultant Team, general public, and other sources [See *Task 3.3*].

- **Task 2.3:** The Consultant Team, with TRPC assistance, will develop and lead a public-engagement strategy, incorporating Steering Committee input. TRPC will help the Consultant Team facilitate meetings and create materials, as needed:
  - Up to two communitywide workshops and one online survey to present an overview of the planning process and to elicit communitywide mitigation action ideas;
  - Up to two regional open houses to present the draft *Regional Climate Mitigation Plan* to the public;
  - Up to 8 policymaker presentations, at least two in each jurisdiction, to present project updates;
  - Multimedia engagement materials; and
  - One community festival information station.
  - The Steering Committee may decide whether additional public meetings are necessary and amend the Phase 2 scope and budget accordingly.

### **Task 3: Assess Actions**

- **Task 3.1:** The Consultant Team will evaluate the emissions inventory conducted by the Thurston Climate Action Team (TCAT). The Consultant will supplement the emissions inventory by providing emissions information for sources not included in TCAT’s inventory that the Steering Committee identifies as critical to the *Regional Climate Mitigation Plan*.
- **Task 3.2:** The Consultant Team will develop and present to the Stakeholder Committee an initial list of communitywide mitigation actions (e.g., new actions and enhancements to current actions), based on ideas and input received from the general public, jurisdictional staff, and other sources (e.g., mitigation actions adopted by local jurisdictions throughout the Pacific Northwest and nation).
- **Task 3.3:** TRPC will help the Stakeholder Committee review and revise the Consultant Team list of communitywide mitigation actions, as desired, and recommend a revised list of actions for the Consultant Team to assess qualitatively and quantitatively. TRPC also will provide technical support, as necessary, especially as it pertains to actions affecting the transportation sector. Deliverables will include:
  - The Consultant Team will assess the actions, using common criteria (e.g., costs, benefits, feasibility, social equity, likelihood of success, barriers).
  - The Consultant Team will develop several policy scenarios and show in carbon wedge analyses, or a similarly rigorous quantitative tool, the collective emissions-reduction impact of existing and potential local, state, and federal actions. TRPC will assist the Consultant Team in quantifying the effect on vehicle miles traveled of various actions related to the transportation sector as in-kind support.
- **Task 3.4:** TRPC and the Consultant Team will help the Stakeholder Committee identify communitywide mitigation actions — both “All-Party” and “Individual-Party” actions. TRPC and the Consultant Team also will help the Stakeholder Committee identify funding sources, leads, partners, and implementation timeframes for the actions. This list of actions — spread across sectors that

may include transportation, land use, buildings, waste, water, agriculture, and forestry — will be considered by the Steering Committee during Task 4.

#### **Task 4: Develop Plan & Implementation Strategies**

**Task 4.1:** TRPC, working with the Consultant Team, will help Steering Committee members (policymakers and staff members) develop an communitywide mitigation action Implementation Strategy for their respective jurisdiction. Each Implementation Strategy will include “All-Party” and “Individual-Party” actions — “communitywide” actions for the public and private sectors — which are likely sufficient to achieve the 2030 and 2050 targets.

- It is anticipated that this Task will require up to .15 FTE from each Party.
- **Task 4.2:** TRPC, working with the Consultant Team, will help the Steering Committee identify and select metrics, a monitoring framework, reporting structure, and timeline to track their periodic progress implementing communitywide mitigation actions.
- **Task 4.3:** TRPC will write the *Regional Climate Mitigation Plan*, which will incorporate a summary of the Consultant Team’s public-engagement efforts and quantitative and qualitative analyses, as well as the list of recommended regional communitywide mitigation actions and jurisdictional Implementation Strategies.

#### **Task 5: Adopt Plan & Implementation Strategies**

**Task 5.1:** Jurisdictional staff will present to their respective policymaker body a resolution that adopts the *Regional Climate Mitigation Plan*.

#### **TIMELINE & BUDGET**

Based on a time/cost assessment of each Phase 2 task, as well as review of other climate plans produced by similar jurisdictions, Phase 2 the *Regional Climate Mitigation Plan* will cost an amount not to exceed \$175,000.

This total will be split evenly among Thurston County, Lacey, Olympia, and Tumwater, each contributing an amount not to exceed \$43,750.

#### **Cost Estimate by Task — Phase 2:**

- **Task 1:** \$21,000 (TRPC)
- **Task 2:** \$22,500 (TRPC); \$40,000 (Consultant Team)
- **Task 3:** \$16,000 (TRPC); \$30,000 (Consultant Team)
- **Task 4:** \$28,000 (TRPC); \$10,000 (Consultant Team)
- **Task 5:** \$7,500 (TRPC)

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**TOTAL: \$175,000 (TRPC and Consultant Team)\***

*\*Figures are rounded and based on estimate of time and overhead.*

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**Exhibit 'B'**

**SIGNED SCOPE OF WORK FOR REGIONAL CLIMATE MITIGATION PLAN — PHASE 1**

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