

**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**

<p><b>CITY OF LACEY</b> 420 College Street SE Lacey, WA 98503</p> <p>_____</p> <p><b>Scott Spence, City Manager</b></p>	<p><b>CITY OF LACEY</b> 420 College Street SE Lacey, WA 98503</p> <p>_____</p> <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> <p>_____</p> <p><b>Steve Hall, City Manager</b></p>	<p><b>CITY OF OLYMPIA</b> 601 4th Ave East Olympia, WA 98501</p> <p> <b>3/14/2018</b></p> <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> <p>_____</p> <p><b>Pete Kmet, Mayor</b></p>	<p><b>CITY OF TUMWATER</b> 555 Israel Road SW Tumwater, WA 98501</p> <p>_____</p> <p><b>Karen Kirkpatrick, City Attorney</b>      <b>Date</b></p>
<p><b>THURSTON COUNTY</b> 2000 Lakeridge Drive SW Olympia, WA 98502</p> <p>_____</p> <p><b>Ramiro Chavez, County Manager</b></p>	<p><b>THURSTON COUNTY</b> 2000 Lakeridge Drive SW Olympia, WA 98502</p> <p>_____</p> <p><b>Jon Tunheim, Prosecuting Attorney</b></p>
<p><b>THURSTON REGIONAL PLANNING COUNCIL</b> 2424 Heritage Court SW, Suite A Olympia, WA 98502</p> <p>_____</p> <p><b>Marc Daily, Executive Director</b></p>	

## 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)

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**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
<b>Task 1: Manage &amp; Coordinate Project</b>												
Facilitate Project Team Meetings												
Submit Invoices and updates												
<b>Task 2: Audit Policies</b>												
Draft and Present Table of adopted plans and targets												
Assess emissions inventories												
Recommend shared 2050 target												
<b>Task 3: Audit Actions</b>												
Draft and Present Table of adopted/ implemented actions												
<b>Task 4: Interlocal Agreement</b>												
Draft and facilitate Interlocal Agreement for Phase 2												
<b>Task 5: Scope Phase II</b>												
Produce Phase II Scope of Work												
Elicit public comment on scope												
<b>Project Week</b>			1	2	3	4	5	6	7	8	9	10