

Interlocal Agreement between Thurston County, City of Lacey, City of Olympia, and City of Tumwater to Support Regionally Coordinated Implementation of the Thurston Climate Mitigation Plan

THIS AGREEMENT (“Agreement”) is made and entered into 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”); and, Thurston County, a Washington municipal corporation (“County”), 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 is authorized by the governing body of each Party to the contract and sets forth its purposes, powers, rights, objectives, and responsibilities of the contracting parties; and

WHEREAS, the Parties understand that human activities, especially combustion of fossil fuels, are leading to increased levels of carbon dioxide and other greenhouse gases in the atmosphere that are altering the climate, resulting in such impacts as reduced snowpack, ocean acidification, sea level rise, increased flooding, summer droughts, loss of habitat, and increased wildfires; and

WHEREAS, these environmental impacts of climate change create economic and public health impacts, and disproportionately impact the most vulnerable and marginalized populations, 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 targets to reduce communitywide emissions 45% below 2015 levels by 2030 and 85% below 2015 levels by 2050; and

WHEREAS, in 2021, the Parties 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, representatives from the Parties met over the course of 2022 and 2023 to develop a set of expectations for regionally coordinated implementation of the Thurston Climate Mitigation Plan.

Interlocal Agreement for Regional Coordination of the Thurston Climate Mitigation Collaborative
2023 – 2030

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

I. Purpose

The purpose of this Agreement is to establish a framework for ongoing, regionally coordinated implementation of the Thurston Climate Mitigation Plan (“TCMP”) and achieve the following goals:

- Maintain momentum for local climate action.
- Develop efficient regional solutions for reducing sources of greenhouse gases in ways that support all partner jurisdictions.
- Provide accountability on progress toward achieving regional climate targets.
- Build public awareness of climate mitigation activities across the region.

The Agreement defines a collaborative framework for implementing the TCMP that is led by individual jurisdictions (the Parties) and supported by an Executive Committee of elected officials, a multi-jurisdictional Staff Team, and a Community Advisory Workgroup. The Agreement also outlines processes for ongoing implementation of the TCMP, including an annual climate mitigation retreat; regular updates to the TCMP; development of a greenhouse gas inventory; and administrative support.

II. Thurston Climate Mitigation Collaborative

The Thurston Climate Mitigation Collaborative (Collaborative) is a consortium of local government partners working together to significantly reduce regional greenhouse gas emissions and achieve mutually adopted communitywide emissions reduction goals. The Collaborative provides a mechanism through which the Parties can learn, explore, collaborate, incubate, coordinate, and communicate policies and best practices that the Parties can decide to advance collectively or singularly. The Collaborative is made up of Jurisdiction Parties, an Executive Committee, a Staff Team, and a Community Advisory Workgroup.

III. Roles

- i. **Jurisdiction Parties.** Implementation of all actions included in the TCMP is led by individual Jurisdiction Parties. Each Party has the authority to act on any actions in the TCMP, and decides individually what strategies and actions to implement, including actions in the TCMP and/or other climate-related actions. The Parties allocate appropriate staff and resources according to their own priorities and on their own timelines. Jurisdictions may develop annual Jurisdiction Work Programs to communicate regionally on planned climate mitigation activities.
- ii. **Executive Committee.** The Executive Committee consists of an appointed elected official and alternate from each of the Parties. The Executive Committee meets quarterly to share information on local climate mitigation activities, review progress toward achieving emissions targets, and build partnerships to support the regional implementation of the TCMP.
- iii. **Staff Team.** The Staff Team consists of staff representatives from each of the Parties. The Staff Team meets regularly to share information on the climate

mitigation activities of individual jurisdictions and actively facilitate cross-jurisdictional coordination on TCMP implementation.

- iv. **Community Advisory Workgroup (“CAW”).** The CAW consists of up to 15 interested stakeholders, appointed by the Staff Team, representing a variety of perspectives on climate mitigation actions. The CAW meets regularly (up to 12 times a year) to provide community perspectives and feedback on implementation topics decided by the Staff Team and CAW.

Detail on roles and responsibilities are outlined in the TCMP Regional Implementation Guidance document included as Exhibit A.

IV. Scope of Agreement

- i. **Thurston Climate Mitigation Plan Implementation.** The Staff Team and Executive Committee will work together to coordinate on regional climate mitigation action to the extent that joint action is deemed possible and beneficial. Two or more Parties may work jointly on projects to implement the strategies and actions identified in the Thurston Climate Mitigation Plan. Any request for funding to implement joint projects will require approval by the respective Parties. Implementation of projects funded by two or more Parties may require a separate agreement.
- ii. **Annual Climate Mitigation Retreat.** The Staff Team, CAW, and Executive Committee will come together in an Annual Retreat that will serve as a strategic planning session to have deep and meaningful discussions on climate mitigation progress and needs, with an emphasis on strategies that would most benefit from regional coordination. The Annual Retreat will be planned by the Staff Team and hosted by individual Jurisdiction Parties, rotating on an annual basis in the following order: Lacey, Olympia, Tumwater, and Thurston County. The Jurisdiction Party hosting the retreat will be responsible for any costs associated with planning or facilitation of the Retreat.
- iii. **Thurston Climate Mitigation Plan Updates.** The TCMP will be re-evaluated and updated, as needed, based on the best available science, monitoring data, and new or evolving conditions. Plan updates will be recommended by the Staff Team and CAW, approved by the Executive Committee, and forwarded to the Parties for adoption. The Staff Team will recommend minor administrative plan updates every other year, beginning in 2024, with a complete plan review and update every six years, beginning in 2028. Each Party will contribute equally to the costs of updating the plan. This equal contribution will be based on the approved budget.
- iv. **Greenhouse Gas Inventory.** The Collaborative will conduct a countywide Greenhouse Gas Inventory at least every three years to quantify emissions and track progress toward meeting TCMP emission targets. Each Party will contribute equally to the costs of the Greenhouse Gas Inventory. This equal contribution will be based on the approved budget.

Thurston County will be responsible for administrative tasks associated with the development of the Greenhouse Gas Inventory, including maintaining software subscriptions, and coordinating data collection and analysis.

Thurston County will also be responsible for procuring and managing third-party contractors to support the Greenhouse Gas Inventory, which may include developing requests for proposals and/or qualifications, developing scopes of work and contracts, managing consultant deliverables, and other related tasks.

- v. **Administrative Support.** The Parties will cooperatively fund a third-party partner to provide annual Administrative Support services for the Collaborative, which may include, but not be limited to, the following:
 - a. Coordinating and facilitating the Executive Committee and Community Advisory Workgroup.
 - b. Producing an Annual Climate Mitigation Progress Report.
 - c. Hosting and maintaining a website for the Thurston Climate Mitigation Collaborative.

Each party will contribute equally to the costs of the Administrative Support services. This equal share will be based on the approved budget.

The City of Lacey will be responsible for procuring and managing third-party contractors to provide Administrative Support services, which may include developing requests for proposals and/or qualifications, developing scopes of work and contracts, managing deliverables, and other related tasks.

V. Funding and In-kind Commitment

- i. **Base Funding.** Each Party shall contribute an equal share of funds sufficient for the execution of Greenhouse Gas Inventory, Administrative Support, and future Thurston Climate Mitigation Plan updates. This equal share will be based on the approved budget.

A 15-month budget for execution of the Greenhouse Gas Inventory and Administrative Support for October 2023 - December 2024 is included in Exhibit B.

In subsequent even-numbered years, the Staff Team will provide a proposed biennial budget for review by the Parties, by no later than June 1, for the subsequent two calendar years. For the purposes of this Agreement, the approval and adoption of the respective annual budgets by the Parties will serve as the commitment to fund each Party's share of the Agreement for the subsequent two years.

Based on the approved Greenhouse Gas Inventory costs, Thurston County shall issue invoices at least biannually specifying each Party's share of actual expenses. Invoices must be paid within thirty (30) days.

Based on the approved Administrative Support costs, the City of Lacey shall issue invoices annually specifying each Party's share of actual expenses. Invoices must be paid within thirty (30) days.

- ii. **In-kind Commitment.** Each Jurisdiction Party shall allocate in-kind staff time to implement this Agreement. In-kind staff support includes, but is not limited to:
 - a. Staff participation in the Staff Team.
 - b. Elected official participation in the Executive Committee.
 - c. Completion of annual progress reporting and review of annual report.
 - d. Support from jurisdictional staff with specific expertise (i.e., planning, transportation, water resources, etc.).
- iii. **Future Appropriations.** The Parties represent that funds for service provision under this Agreement have been appropriated and are available. To the extent that such service provision requires future appropriations beyond current appropriation authority, the obligations of each Party are contingent upon the appropriation of funds by that Party's legislative authority to complete the activities described herein. If no such appropriation is made, the Agreement shall terminate as to that Party, and the Party shall provide notice of termination per Section IX within thirty (30) calendar days of its budget adoption.

VI. Indemnification and Insurance

Each Party shall 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.

Each Party shall 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.

VII. No Separate Legal Entity Created; No Real or Personal Property to be Acquired or Held

This Agreement creates no separate legal entity. No real or personal property will be acquired or held as part of carrying out this Agreement. To the extent any Party furnishes property for purposes of carrying out this Agreement, such property must be returned to that Party upon termination of this Agreement, or upon that Party's withdrawal from this Agreement.

VIII. Duration of Agreement

This Agreement is effective on the date of the last authorized signature, and terminates on December 31, 2030, unless earlier terminated as provided in Section IX, below. The Parties may choose to renew this Agreement for additional periods.

This Interlocal Agreement, once fully executed, replaces and terminates the previous Interlocal Agreement between Thurston County, City of Lacey, City of Olympia, City of Tumwater, and the Thurston Regional Planning Council for the implementation of the Thurston Climate Mitigation Plan.

IX. Amendment or Termination of Agreement

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

A Party may withdraw from this Agreement upon 60 days written notice to the remaining Parties, and there is no reimbursement to the withdrawing Party upon withdrawal. This Agreement automatically terminates when only one Party remains.

X. Interpretation and Venue

This Agreement is governed by the laws of the State of Washington as to interpretation and performance. Venue for enforcement of any provision of this Agreement, or for any lawsuit arising out of or relating to this Agreement, is the Superior Court of Thurston County.

XI. 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.

XII. Recording

Prior to its entry into force, Thurston County shall file this Agreement with the Thurston County Auditor's Office.

XIII. Counterparts

This Agreement may be executed in counterparts, and all such counterparts once so executed together must 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, must be deemed a complete original, binding on the parties. A faxed or email copy of an original signature must be deemed to have the same force and effect as the original signature.

XIV. Rights

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

XV. Notice

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

THURSTON COUNTY

Attn: Rebecca Harvey, Climate Mitigation Senior Program Manager
Re: Thurston Climate Mitigation Collaborative
3000 Pacific Avenue SE
Olympia, WA 98501

CITY OF OLYMPIA

Attn: Pamela Braff, Director of Climate Programs
Re: Thurston Climate Mitigation Collaborative
P.O. Box 1967
Olympia, WA 98507-1967

CITY OF LACEY

Attn: Rick Walk, City Manager
Re: Thurston Climate Mitigation Collaborative
420 College Street SE
Lacey, WA 98503

CITY OF TUMWATER

Attn: Dan Smith, Water Resources & Sustainability Director
Re: Thurston Climate Mitigation Collaborative
555 Israel Road SW
Tumwater, WA 98501

Remainder of this page left intentionally blank.

Signatures are affixed to next page.

This Agreement is hereby entered into between the Parties and is effective as of the date of the last authorized signature affixed hereto.

GOVERNMENT AGENCY EXECUTIVE

APPROVED AS TO FORM

<p>CITY OF LACEY 420 College Street SE Lacey, WA 98503</p> <p><u>Rick Walk</u> 10/31/2023 Rick Walk, City Manager Date</p>	<p>CITY OF LACEY 420 College Street SE Lacey, WA 98503</p> <p><u>Dave Schneider</u> 10/31/2023 David Schneider, City Attorney Date</p>
<p>CITY OF OLYMPIA 601 4th Ave East Olympia, WA 98501</p> <p><u>Steven J. Burney</u> 10/23/2023 Steven J. Burney, City Manager Date</p>	<p>CITY OF OLYMPIA 601 4th Ave East Olympia, WA 98501</p> <p><u>Mark Barber</u> 10/23/2023 Mark Barber, City Attorney Date</p>
<p>CITY OF TUMWATER 555 Israel Road SW Tumwater, WA 98501</p> <p><u>Debbie Sullivan</u> 10/30/2023 Debbie Sullivan, Mayor Date</p>	<p>CITY OF TUMWATER 555 Israel Road SW Tumwater, WA 98501</p> <p><u>Karen Kirkpatrick</u> 10/23/2023 Karen Kirkpatrick, City Attorney Date</p>
<p>THURSTON COUNTY 3000 Pacific Avenue SE Olympia, WA 98501</p> <p><u>Robin Campbell</u> 12/06/2023 Robin Campbell, Interim County Manager Date</p>	<p>THURSTON COUNTY 3000 Pacific Avenue SE Olympia, WA 98501</p> <p><u>Jon Tunheim</u> 11/27/2023 Jon Tunheim, Prosecuting Attorney Date</p>