

## Interlocal Agreement

**Between the City of Lacey, the City of Olympia, the City of Tenino, the City of Tumwater, City of Yelm, Thurston County, and Thurston Regional Planning Council**

### **To Support Housing Element Updates**

THIS AGREEMENT is entered into as of the date of the last signature affixed hereto below between: the City of Lacey, a Washington municipal corporation, (hereinafter "LACEY"); the City of Olympia, a Washington municipal corporation, (hereinafter "OLYMPIA"); the City of Tenino, a Washington municipal corporation, (hereinafter "TENINO"); the City of Tumwater, a Washington municipal corporation, (hereinafter "TUMWATER"); the City of Yelm, a Washington municipal corporation, (hereinafter "YELM"); Thurston County, a Washington municipal corporation, (hereinafter "COUNTY"); and the Thurston Regional Planning Council, a state-designated council of governments and regional transportation planning organization, (hereinafter "TRPC"), collectively referred to 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**, in 2021, Washington State approved an amendment to RCW 36.70A.070(2), a section of the Growth Management Act (GMA), to instruct local governments to "plan and accommodate" for housing affordable to all income levels; and

**WHEREAS**, under this provision, housing elements must include an assessment and allocation of housing need for different income groups and must identify sufficient capacity of land for housing to meet that projected housing need; and

**WHEREAS**, pursuant to RCW 36.70A.130(5) all jurisdictions within Thurston County will need to review and revise their comprehensive plans by June 30, 2025, to address the new housing element requirements; and

**WHEREAS**, the Washington State Department of Commerce has created guidance and tools for assessing housing need and allocating housing units within a County; and

**WHEREAS**, LACEY, OLYMPIA, TUMWATER, YELM, and the COUNTY contracted with the Thurston Regional Planning Council (TRPC) in 2023, to design and facilitate a process to reach regional agreement on the housing allocation method and housing allocations; and are seeking continued support to complete a land capacity analysis, given TRPC’s mission and staff expertise;

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

**I. Services Provided by TRPC**

TRPC represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and certifications to perform the services set forth in this Agreement.

A description of the services to be performed by TRPC is set forth in Exhibit A Scope of Work, attached hereto and incorporated herein by reference.

TRPC will submit invoices, as applicable, in accordance with Exhibit A: Scope of Work for payment of completed work during the billing period, and not to exceed a total of \$52,000.

TRPC shall complete its work in accordance with the schedule agreed to by the Parties.

**II. Funding and In-kind Commitment**

- i. **Funding.** Each Party shall contribute a share of funding proportional to the total number of zoning districts within its jurisdiction, and which collectively is sufficient for the execution of the tasks and budget outlined in Exhibit A. The share of total funding will be determined as follows:
  - a. **Lacey** – 24%
  - b. **Olympia** – 25%
  - c. **Tenino** – 8%
  - d. **Tumwater** – 16%
  - e. **Yelm** – 10%
  - f. **Thurston County** – 17%
- ii. **In-kind Commitment.** LACEY, OLYMPIA, TENINO, TUMWATER, YELM, and THURSTON COUNTY shall allocate in-kind staff time to implement this Agreement. In-kind staff support includes, but is not limited to:
  - a. Staff participation in meetings identified in Exhibit A Scope of Work.
  - b. Staff review of Agreement materials.
  - c. Staff coordination with other relevant staff and elected officials from their jurisdiction on ILA products and outcomes.

**III. 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's 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, AWC, or another self-insured municipal insurance pool.

#### **IV. No Separate Legal Entity Created**

This Agreement creates no separate legal entity. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

#### **V. Relationship of the Parties**

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. This Agreement is for the benefit of the Parties, and no third-party beneficiary relationship is intended.

#### **VI. Duration of Agreement**

This Agreement shall be effective on the date of the last signature affixed hereto and shall terminate on December 31, 2025, unless sooner terminated by the Parties as provided herein.

#### **VII. 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.

**VIII. Amendments**

This Agreement may be amended only by written agreement executed in accordance with chapter 39.34 RCW.

**IX. Termination of Agreement**

This Agreement may be terminated upon mutual agreement of the Parties. Any party may withdraw upon thirty (30) days written notice to the other Parties.

**X. 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.

**XI. Entire Agreement**

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

**XII. 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.

**XIII. 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. A Party may sign by digital or electronic signature, which signature shall be effective as permitted by law.

**XIV. 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.

**CITY OF LACEY**

Attn: Grant Beck, Planning and Development Services Manager  
Re: GMA Housing Element Support  
420 College Street SE  
Lacey, WA 98503

**CITY OF OLYMPIA**

Attn: Leonard Bauer, Community Planning and Development Director  
Re: GMA Housing Element Support  
P.O. Box 1967  
Olympia, WA 98507-1967

**THURSTON COUNTY**

Attn: Ashley Arai, Community Planning Manager  
Re: GMA Housing Element Support  
3000 Pacific Avenue SE  
Olympia, WA 98501

**CITY OF TENINO**

Attn: Dan Penrose, SCJ Alliance  
Re: GMA Housing Element Support  
149 Hodgden Street  
South Tenino, WA 98589

**CITY OF TUMWATER**

Attn: Brad Medrud, Planning Manager  
Re: GMA Housing Element Support  
555 Israel Road SW  
Tumwater, WA 98501

**CITY OF YELM**

Attn: Gary Cooper, Planning and Building Manager  
Re: GMA Housing Element Support  
106 Second Street SE

Yelm, WA 98597

**THURSTON COUNTY**

Attn: Ashley Arai, Community Planning Manager  
Re: GMA Housing Element Support  
3000 Pacific Avenue SE  
Olympia, WA 98501

**THURSTON REGIONAL PLANNING COUNCIL**

Attn: Michael Ambrogi, Senior Planner  
Re: GMA Housing Element Support  
2411 Chandler Court SW  
Olympia, WA 98502

**XV. Waiver**

A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

**XVI. Severability**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**I. Records Retention and Audit**

During the progress of the work and for a period not less than six (6) years from the completion of the tasks set forth herein, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection by any Party and the Federal and State Government and copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period.

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

[Signatures are affixed to next pages.]

GMA Housing Element Support ILA  
01/12/2024

**GOVERNMENT AGENCY EXECUTIVE**

**CITY OF LACEY**  
420 College Street SE  
Lacey, WA 98503

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**Rick Walk, City Manager**

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

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**David Schneider, City Attorney**

GMA Housing Element Support ILA  
01/12/2024

**GOVERNMENT AGENCY EXECUTIVE**

**CITY OF OLYMPIA**  
601 4th Ave East  
Olympia, WA 98501

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**Steven J. (Jay) Burney, City Manager**

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

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**Michael Young, Deputy City Attorney**



GMA Housing Element Support ILA  
01/12/2024

**GOVERNMENT AGENCY EXECUTIVE**

**CITY OF TENINO**

149 Hodgen Street  
South Tenino, WA 98589

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**David Watterson, Mayor**

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

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**Rick Hughes, City Attorney**

GMA Housing Element Support ILA  
01/12/2024

**GOVERNMENT AGENCY EXECUTIVE**

**CITY OF TUMWATER**  
555 Israel Road SW  
Tumwater, WA 98501

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**Debbie Sullivan, Mayor**

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

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**Karen Kirkpatrick, City Attorney**

GMA Housing Element Support ILA  
01/12/2024

**GOVERNMENT AGENCY EXECUTIVE**

**CITY OF YELM**  
106 Second Street SE  
Yelm, WA 98597

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**Todd Stancil, City Administrator**

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

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**Brent Dille, City Attorney**

GMA Housing Element Support ILA  
01/12/2024

**GOVERNMENT AGENCY EXECUTIVE**

**THURSTON COUNTY**  
3000 Pacific Avenue SE  
Olympia, WA 98501

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**Joshua Cummings, Director of Community Planning and Economic Development**

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

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**Travis Burns, Deputy Prosecuting Attorney**

GMA Housing Element Support ILA  
01/12/2024

**GOVERNMENT AGENCY EXECUTIVE**

**THURSTON REGIONAL PLANNING COUNCIL**

2411 Chandler Court SW  
Olympia, WA 98502

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**Marc Daily, Executive Director**

Date: \_\_\_\_\_