

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, this Interlocal Agreement, upon execution, replaces and terminates the previous Interlocal Agreement between Thurston County, City of Lacey, City of Olympia, City of Tumwater for the regionally coordinated implementation of the Thurston Climate Mitigation Plan.

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.

II. Thurston Climate Mitigation Collaborative

The Thurston Climate Mitigation Collaborative (TCMC) 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 TCMC 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 TCMC 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.
- ii. **Executive Committee.** The Executive Committee consists of an appointed elected official and alternate from each of the Parties. The Executive Committee meets 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 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 community members, appointed by the Staff Team, representing a variety of perspectives on climate mitigation actions. The CAW meets 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. **Regional Initiatives.** The Parties may work together through the Staff Team to jointly implement projects (“Regional Initiatives”) to advance implementation of TCMP strategies and/or actions. Any requests for funding to implement Regional Initiatives will require approval of the Parties’ respective governing bodies.

Implementation of Regional Initiatives funded by two or more Parties will not require a separate interlocal agreement, provided that:

- a. The project is developed and implemented through the TCMC Staff Team;
 - b. The project is included in the biennial TCMC work plan and estimated budget (see Section V below); and
 - c. Project funding is allocated by the Parties through the approval and adoption of their respective budgets.
- ii. **Annual Climate Mitigation Retreat.** The Staff Team, CAW, and Executive Committee may 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 Retreat will be planned by the Staff Team and hosted by individual Jurisdiction Parties, rotating in the following order: Lacey, Olympia, Tumwater, and Thurston County. The jurisdiction hosting the Retreat will be responsible for planning and coordinating the Retreat with the third-party TCMC administrator (see Section IV.v below).
 - 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. The TCMC may conduct a full plan update every six years beginning in 2028. Plan updates may be delayed or canceled if the Executive Committee determines that a plan update is not needed at that time. Full plan updates will be adopted or accepted by the Parties.

Minor administrative updates may occur at any time. Administrative updates will be recommended by the Staff Team and approved by the Executive Committee.

- iv. **Greenhouse Gas Inventory.** The TCMC will conduct or obtain a countywide Greenhouse Gas Inventory every three to five years to quantify emissions and track progress toward meeting TCMP emission targets. Thurston County will be responsible for administrative tasks associated with the development of the Greenhouse Gas Inventory, including

maintaining software subscriptions, procuring and managing third-party contractors, and coordinating data collection and analysis.

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

The responsibility for procuring and managing third-party contractors to provide Administrative Support services will rotate among the individual Parties.

V. Funding and In-kind Commitment

- i. **Base Funding.** In even-numbered years, the Staff Team will provide a proposed biennial work plan and estimated 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 budgets by the Parties will serve as the commitment to fund each Party's share of the Agreement.

Each Party shall contribute an equal share of funds sufficient for the execution of Regional Initiatives, TCMP Updates, Greenhouse Gas Inventories, and Administrative Support as specified in the TCMC work plan. This equal share will be based on the approved budget.

Any Party that contracts for services under this Agreement shall issue invoices to the other Parties at least biannually, 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. Producing TCMC Progress Reports in coordination with the third party TCMC administrator.
 - d. Support from jurisdictional staff with specific expertise (i.e., planning, transportation, water resources, etc.).
 - e. Coordination and implementation of Regional Initiatives.
- 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.

- iv. **Reallocation of Funds Due to Budget Reduction.** Should a Party fail to secure adequate funding for any or all elements outlined in the biennial TCMC work plan, the Party shall:
 - a. Provide written notice to the Parties within thirty (30) calendar days of its budget adoption. The Staff Team will meet within fourteen (14) calendar days thereafter to discuss impacts of such a budget reduction. As participation for each Party is contingent upon final budget approval and adoption, the Parties may elect to redistribute costs to eliminate specific work plan elements as needed.
 - b. In the event that a Party decides to opt out of one or more TCMC Regional Initiatives or other items in the biennial work plan, they must provide notice in writing including the reason why, prior to the work on that item beginning. Upon receipt of that written notice, that Party forfeits input, inclusion, attribution, and the responsibility to share in the cost of that item as described in Section V. The remaining costs of that item will be split equally among the remaining Parties, or the item will be removed from the work plan at the remaining Parties' discretion.

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, and Washington Counties Risk Pool (WCRP), a self-insured county 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 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 TCMC'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 or, if brought by or against the County, the superior court of either of the two nearest judicial districts (RCW 36.01.050).

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 shall be in writing and may be delivered via postal mail or email, as designated by the receiving Parties.

THURSTON COUNTY

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

CITY OF OLYMPIA

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

CITY OF LACEY

Attn: Community and Economic Development Director
Re: Thurston Climate Mitigation Collaborative
420 College Street SE
Lacey, WA 98503

CITY OF TUMWATER

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

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Signatures are affixed to next page.

