

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

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 Parties in the spring of 2018 executed Phase 1 of the *Thurston Climate Mitigation Plan* 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 Parties intend to complete the *Thurston Climate Mitigation Plan* by the end of 2020 and start plan implementation; 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, the County and cities wish to contract with TRPC, given TRPC’s mission and staff expertise, to support and coordinate regional efforts to implement and monitor progress on the *Thurston Climate Mitigation Plan*.

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 help coordinate climate mitigation work 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 scope of work to TRPC, up to a combined total not to exceed \$138,562 (\$34,641 per jurisdiction) over the one-year performance period. The County and cities will commit the internal staff resources called for in the scope of work (approximately .25 FTE) to operationalize the implementation framework.

At the conclusion of the initial one-year performance period, the Parties may amend this agreement to include additional time, scope, and budget. The amended interlocal agreement will include an agreed-upon distribution of costs among 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 one year from the execution date. The Parties may choose to renew this agreement for additional periods.

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. **Amendment of Agreement**

This Agreement may be amended or terminated upon mutual agreement of the Parties. The Parties may amend this Agreement to allow other jurisdictions to participate in Thurston Climate Mitigation Plan implementation. As a prerequisite for joining the Agreement, new parties must adopt Phase 1's common emissions-reduction targets and prepare a climate mitigation implementation strategy for that jurisdiction. Each new jurisdiction would be responsible for an equal share of this agreements' costs.

A party may withdraw from the agreement upon 60 days written notice to the remaining parties, and there is no reimbursement upon withdrawal. The agreement shall automatically terminate when only one party remains.

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. **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 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: Climate Plan Implementation
2000 Lakeridge Dr. SW
Olympia, WA 98502

CITY OF OLYMPIA

Attn: Rich Hoey, Public Works Director
Re: Climate Plan Implementation
P.O. Box 1967

Olympia, WA 98507-1967

CITY OF LACEY

Attn: Rick Walk, Director of Community and Economic Development
Re: Climate Plan Implementation
420 College Street SE
Lacey, WA 98503

CITY OF TUMWATER

Attn: Brad Medrud, Planning Manager
Re: Climate Plan Implementation
555 Israel Road SW
Tumwater, WA 98501

THURSTON REGIONAL PLANNING COUNCIL

Attn: Allison Osterberg, Senior Planner
Re: Climate Plan Implementation
2411 Chandler Court SW
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>CITY OF LACEY 420 College Street SE Lacey, WA 98503</p> <hr/> <p>Scott Spence, City Manager</p>	<p>CITY OF LACEY 420 College Street SE Lacey, WA 98503</p> <hr/> <p>David Schneider, City Attorney Date</p>
<p>CITY OF OLYMPIA 601 4th Ave East Olympia, WA 98501</p> <hr/> <p>Jay Burney, City Manager</p>	<p>CITY OF OLYMPIA 601 4th Ave East Olympia, WA 98501</p> <hr/> <p>Mark Barber, City Attorney Date</p>
<p>CITY OF TUMWATER 555 Israel Road SW Tumwater, WA 98501</p> <hr/> <p>Pete Kmet, Mayor</p>	<p>CITY OF TUMWATER 555 Israel Road SW Tumwater, WA 98501</p> <hr/> <p>Karen Kirkpatrick, City Attorney Date</p>
<p>THURSTON COUNTY 2000 Lakeridge Drive SW Olympia, WA 98502</p> <hr/> <p>Ramiro Chavez, County Manager</p>	<p>THURSTON COUNTY 2000 Lakeridge Drive SW Olympia, WA 98502</p> <hr/> <p>Jon Tunheim, Prosecuting Attorney</p>
<p>THURSTON REGIONAL PLANNING COUNCIL 2424 Heritage Court SW, Suite A Olympia, WA 98502</p> <hr/> <p>Marc Daily, Executive Director</p>	

DISCUSSION DRAFT: SCOPE OF WORK FOR CLIMATE MITIGATION PLAN IMPLEMENTATION

Note: Phase 3 to commence once all the Parties have adopted/accepted the Climate Mitigation Plan draft with any changes incorporated

OVERVIEW

This scope of work is for coordination of efforts to implement the climate mitigation plan for Thurston County and the cities of Lacey, Olympia, and Tumwater (the Parties). The plan, developed with the help of the Thurston Regional Planning Council (TRPC), identifies a common 2050 emissions-reduction target and includes an implementation strategy for the region which will be supplemented, as needed, by specific implementation strategies for each jurisdiction. The implementation strategies outline community-wide strategies and actions to enhance existing mitigation efforts, as well as identify new strategies and actions that are necessary to hit the common 2050 emissions target. Since strategies and actions in the plan include both public and private sector responsibilities, implementation will require a region-wide effort, not solely the efforts of the Parties. The Parties acknowledge that strategies and actions in this plan require multi-year implementation and commit to long-term regional cooperation for plan implementation.

ROLES & RESPONSIBILITIES

For the first year, the four participating jurisdictions will commit an amount not to exceed \$138,562 (\$34,641 per jurisdiction). Jurisdictions will seek grants and other resources to help in funding this agreement and other implementation costs. TRPC will use multiple staff to perform the tasks in this scope of work to best match the work needed with the optimal staff and appropriate billing rates.

Each jurisdiction will allocate in-kind staff support equal to approximately .25 FTE/year to implement this scope of work. In-kind staff support includes, but is not limited to, participation in the Multijurisdictional Staff Team (MST) and the Climate Action Implementation Committee (CAIC). This in-kind staff report includes meeting attendance, assignments, and coordination with jurisdictional staff and elected officials at levels at least equal to Phases 1 and 2 of climate mitigation planning. The scope also assumes that jurisdictional public information officers and other communications staff will support public communication, outreach, and gathering public opinion through jurisdictional newsletters, mailing lists, social and print media, and other jurisdictional tools and contacts.

TASKS & DELIVERABLES

The following tasks and deliverables are for the first year of implementation only. This is a 12-month agreement starting on the day that all Parties' signatures are obtained.

TRPC anticipates that implementation coordination needs will evolve as implementation proceeds, therefore, a revised scope of work will be needed for any subsequent years.

Task 1: Project Management and Coordination
Coordinate Multijurisdictional Staff Team (MST)

The MST consists of the lead staff and alternates of the Parties. The MST will meet on a monthly basis and perform interim task to work through the details of implementation progress. This includes topics such as:

- What issue-specific workgroups are needed, who should lead, and who needs to be part of the workgroup?
- What aspects of implementation are working well, what needs improvement, and what are future implementation risks?
- Opportunities for collaboration and opportunities for funding.
- Emerging ideas to enhance implementation toward achievement of goals.
- Items that require discussion/decisions at the CAIC level, and agreement on CAIC agendas.
- Assist in development and review of the annual implementation report.

The MST will meet monthly. TRPC staff will facilitate these meetings including scheduling, securing a venue/setting a virtual meeting space, preparing an agenda, facilitating, and documenting meeting decisions and outcomes. This task does not include convening issue-specific work groups identified by the MST or CAIC.

As part of implementation coordination, TRPC staff will monitor funding opportunities and bring those to the MST for consideration and possible elevation to the CAIC.

TRPC will submit monthly invoices and task-based updates to each jurisdiction's designated staff lead.

Task 1 Deliverables:

- Monthly MST logistics and documentation (up to 12). This task does not include convening issue-specific work groups identified by the MST or CAIC.
- Quarterly documentation of grant opportunity searches and tracking of any applications submitted by CAIC members. This does not include writing grant applications.
- Quarterly summary of possible public/private/non-profit opportunities for collaboration (This is a summary of MST discussions, not TRPC staff actively soliciting public/private/non-profit opportunities).
- Report out on legislative bills of interest.
- Monthly invoices.
- By June 30, 2021 develop a proposed scope of work for the second year, or more, of TRPC implementation support.

Task 2: Climate Action Implementation Committee (CAIC).

This implementation phase of work will build from the successful structures already in place for development of the Thurston Climate Mitigation Plan. It is expected that the CAIC will be convened after all four of the Parties have adopted the plan. A charter will be developed to direct the operations of the CAIC. The CAIC will elect a chair and vice chair to lead the CAIC. The charge of the CAIC is to discuss and manage:

- Plan implementation.
- Progress toward achieving emissions targets.
- Develop a charter for the Climate Action Implementation Committee.
- Determine which parties will be invited as advisory members.
- Opportunities for inter-jurisdictional implementation and public private partnerships.
- Creation of issue-specific workgroups.
- Adaptation of plan implementation.
- Grant and other funding opportunities.
- Ongoing public outreach and involvement.
- Negotiation of any future agreements with TRPC or other entities for support of plan implementation.
- Be a voice for state and federal legislative action important to achieving the plan goals.

The current Steering Committee will form the base of the new CAIC. For the Parties, committee membership will consist of a policy maker lead and policy maker alternate, as well as a staff lead and alternate.

One of the first tasks of the CAIC will be to adopt a charter that outlines how the committee will identify and invite key public and private sector partners in plan implementation to join the CAIC as advisory, non-voting members. The intention is for those key implementing partners and the Parties to work together at the same table, rather than having separate steering and advisory committees.

The Parties recognize that work remains to further define, hone and prioritize the strategies and actions outlined in the plan. Developing a more detailed strategy for implementation will be one of the first tasks of the CAIC, supported by the work of the MST. Through facilitation of the CAIC and MST, TRPC will support prioritization discussions, but this scope and budget does not task TRPC with developing the prioritization process or delivering a prioritized list of actions.

TRPC staff, in consultation with the MST, will facilitate CAIC meetings including scheduling, securing a venue/setting a virtual meeting space, developing a draft agenda (for approval by the CAIC Chair and Vice Chair), providing public notice, preparing presentations and materials, distributing written public input to CAIC members, and producing meeting notes.

It is anticipated that the CAIC will meet six times in the first year of implementation.

Figure 1, below, illustrates the relationships of the CAIC, MST, issue-specific workgroups (detailed in Task 3).

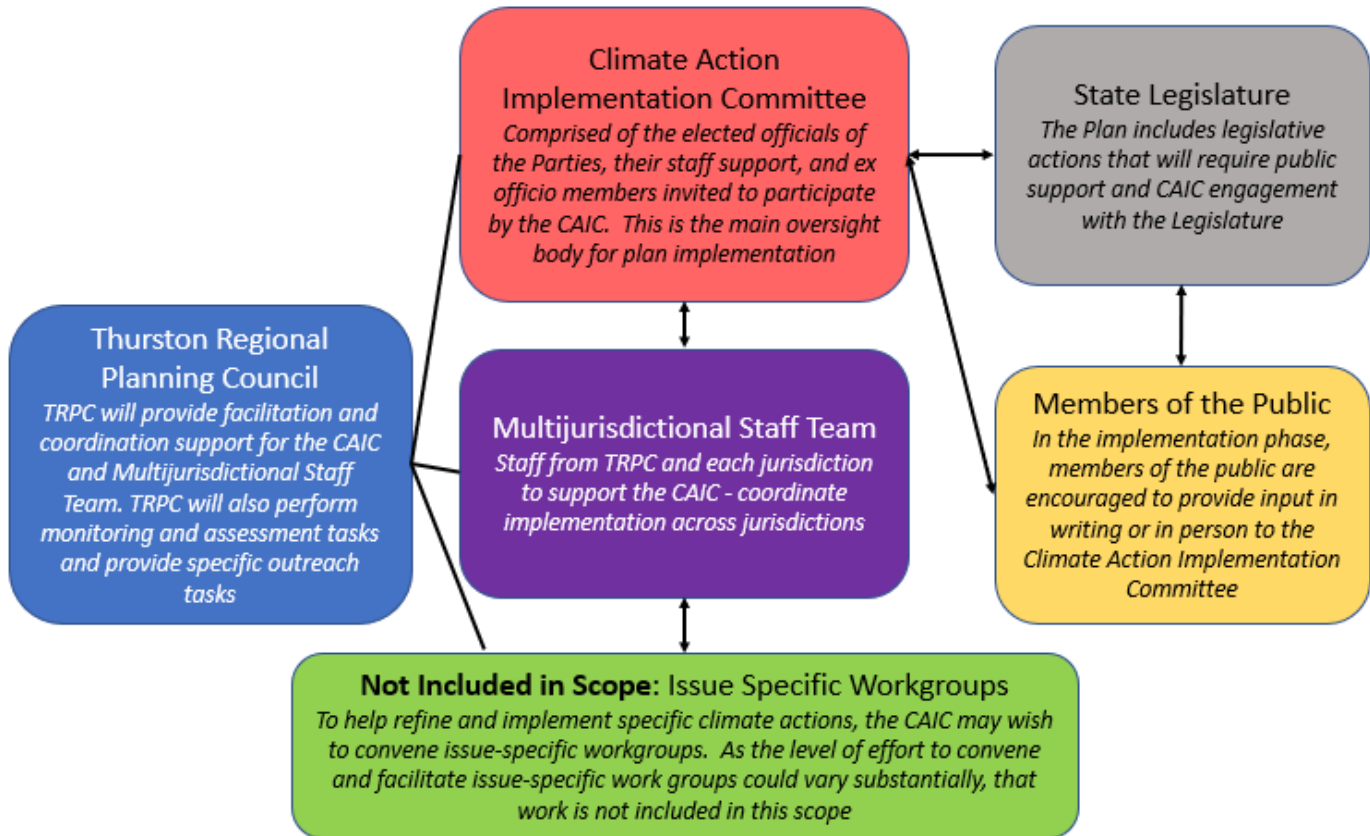


Figure 1. Climate Mitigation Plan implementation coordination framework

Task 2 Deliverables

- CAIC charter
- Scheduling and logistics for up to six CAIC meetings.
- Agendas, materials, and notes for up to six CAIC meetings.
- Compilation and distribution of any written public input to CAIC members.

Task 3: Issue-Specific Work Groups

The Parties recognize that issue-specific work groups may be necessary to help refine strategies and actions for implementation. This scope of work does not include issue specific work groups, yet this task is maintained as a placeholder should such workgroups be deemed necessary and approved by all Parties. Should the CAIC decide that issue-specific workgroups are necessary, funding to support that coordination would need to be identified.

Task 4: Monitoring and Assessment Program

The Thurston Climate Mitigation Plan includes a monitoring framework to gauge accountability and track progress toward achieving the regional greenhouse gas emission targets. The monitoring framework includes two components:

Task 4.1 – Greenhouse Gas Emissions Inventory – Build on the work of Thurston Climate Action Team (TCAT) to estimate community-wide greenhouse gas emissions within Thurston County using the protocol developed by the International Council of Local Environmental Initiatives

(ICLEI). The CAIC, in consultation with TRPC staff, will decide on the appropriate cycle of inventory updates. Under this scope of work, TRPC will prepare and publish an updated emissions inventory that tracks greenhouse gas emissions by jurisdiction and source category. Review and update emissions inventory methodology with input and help from the MST to address improvements to data sources or methodologies, improve consistency, incorporate changes to state or federal policies, or report on issues of local interest.

Task 4.2 – Performance Assessment – Develop an online dashboard that details progress toward climate goals using key performance measures identified in the monitoring framework of the Thurston Climate Mitigation Plan. The key performance indicators include inputs to the Greenhouse Gas Emissions Inventory (e.g., kilowatt hours of residential energy consumption), outputs from the Greenhouse Gas Emissions Inventory (e.g., tons of greenhouse gas emissions from residential energy use), and supplemental indicators that address factors outside the emissions inventory (e.g., number of public electric vehicle charging stations). TRPC will compile the key performance indicator baseline data for presentation in the dashboard. With support of the MST, TRPC will prepare a year one summary report on the key performance indicators and present to the CAIC.

The monitoring framework included in the Thurston Climate Mitigation Plan outlines additional monitoring and plan update timeframes for years 2-10. This scope of work is only for Year 1.

Task 4 Deliverables

- Greenhouse gas emission inventory update for Year 1.
- Refined suite of Key Performance Indicators including update frequency.
- Key Performance Indicator baseline data compilation.
- Development of monitoring dashboard – linked to project web page.
- Year 1 summary report on Key Performance Indicators.

Task 5: Public Outreach

TRPC will develop and maintain a Climate Action Implementation web page to serve as the primary location for the Parties, partners, and the public to access the Thurston Climate Mitigation Plan, information on the Climate Action Implementation Committee, monitoring information, annual reports, and opportunities for interested parties to provide input or assist with plan implementation.

This scope also assumes that TRPC would provide up to 60 hours providing or supporting jurisdiction staff in presentations to outside groups, upon request (e.g., city councils/Board of County Commissioners and/or community groups). The MST, in consultation with the Parties' CAIC members, will decide on presentations to be made.

TRPC will maintain a master contact list of the Parties, advisory Climate Action Implementation Committee members, other partner implementation entities, and interested parties.

Aside from developing and maintaining the Climate Action Implementation web page and presentations to outside groups, public outreach activities for this work could be highly variable in level of effort, and therefore cost, based on the specific activities that are implemented. This scope does not include additional outreach work the MST and CAIC may identify.

Task 5 Deliverables

- Development and maintenance of Climate Action Implementation web page, including link to monitoring dashboard (Task 4).
- Up to 60 hours providing or supporting presentations to outside groups as directed by the MST.
- Maintenance of master Climate Action Implementation contact list.

TIMELINE & BUDGET

TRPC Cost & Time Estimate by Task:

• Task 1:	\$16,922
• Task 2:	\$11,892
• Task 3:	\$0
• Task 4:	\$84,523
• Task 5:	\$25,225

TOTAL:	\$138,562

This scope of work also assumes that each of the parties will allocate approximately .25 FTE per year to perform the staff work and attend meetings outlined in this scope of work.