

Thurston Climate Mitigation Collaborative Community Advisory Workgroup Meeting

Tuesday, August 19, 2025 | 4 – 6 PM
This meeting will be held virtually via Zoom.

AGENDA

1. Welcome and Call to Order (5 minutes)
2. Announcements (10 minutes)
 - a. Staff Announcements
 - b. CAW Member Announcements
3. Upcoming Agendas (15 minutes)
 - a. Upcoming Agendas Review
 - b. Agenda Requests for upcoming CAW Meetings
 - c. Agenda Requests for upcoming EC Meetings
4. Business Items
 - a. Discussion – 2026 Regional Initiative Scope
 - i. *Memo: 2026 Regional Initiative Scope of Work*
 - ii. *Attachment: Draft 2026 Regional Initiatives Scope of Work*
 - b. ILA Updates
 - i. *Memo: Thurston Climate Mitigation Collaborative Interlocal Agreement Amendments*
 - ii. *Attachment: TCMC Interlocal Agreement Draft Revisions*
5. Adjourn

UPCOMING MEETING AGENDAS (2025)

COMMUNITY ADVISORY WORKGROUP

Last Updated 8/11/2025

Background

The Community Advisory Workgroup (CAW) meets regularly to provide community perspectives and input on climate mitigation progress and priorities to the Jurisdiction Parties, Staff Team, and Executive Committee of the Thurston Climate Mitigation Collaborative (TCMC).

CAW Agendas are limited to two business items, and typically include the following types of agenda items:

- Information: informational presentations, where no feedback is requested.
- Discussion: items for discussion and feedback.
- Action: items for approval by Majority Vote or Consensus.

Upcoming Meetings

August 19, 2025

- a. Discussion – 2026 Regional Initiative Scope (Alyssa Jones Wood)
- b. Discussion – ILA Updates (Linsey Fields)

September 16, 2025 – cancelled due to Annual Retreat

October 21, 2025 – In- Person Meeting - Lacey

- a. Discussion – 2026 TCMC Community Advisory Workgroup Workplan (TBD)
- b. Discussion – Relationship Building Activity TBD (EXP)

November 18, 2025

- a. Briefing – Energize Thurston Program Update (Rebecca Harvey)
- b. Discussion – 2026 TCMC Community Advisory Workgroup Workplan (TBD)

December 16, 2025

- a. Action (Majority Vote) – Approval of 2026 TCMC Community Advisory Workgroup Workplan (TBD)
- b. TBD

To Be Scheduled

- Briefing - staff capacity vs. the use of consultants to implement climate work within local governments.

Past Meetings

June 17, 2025 – Canceled due to Annual Retreat

July 15, 2025

- a. Discussion - Workforce Development and the TCMP (Tom Crawford)
- b. Briefing – Review of Climate Bills in the 2025 Legislative Session (Linsey Fields/External Speaker TBD)

MEMORANDUM

TO: Thurston Climate Mitigation Collaborative Community Advisory Workgroup

FROM: Thurston Climate Mitigation Collaborative Staff Team:
Alyssa Jones Wood, City of Tumwater

DATE: August 19, 2025

SUBJECT: 2026 Regional Initiative Scope of Work

Requested Action

Read the memorandum and attachment and provide feedback. No formal votes are needed, simply comments and feedback.

Purpose of this Action

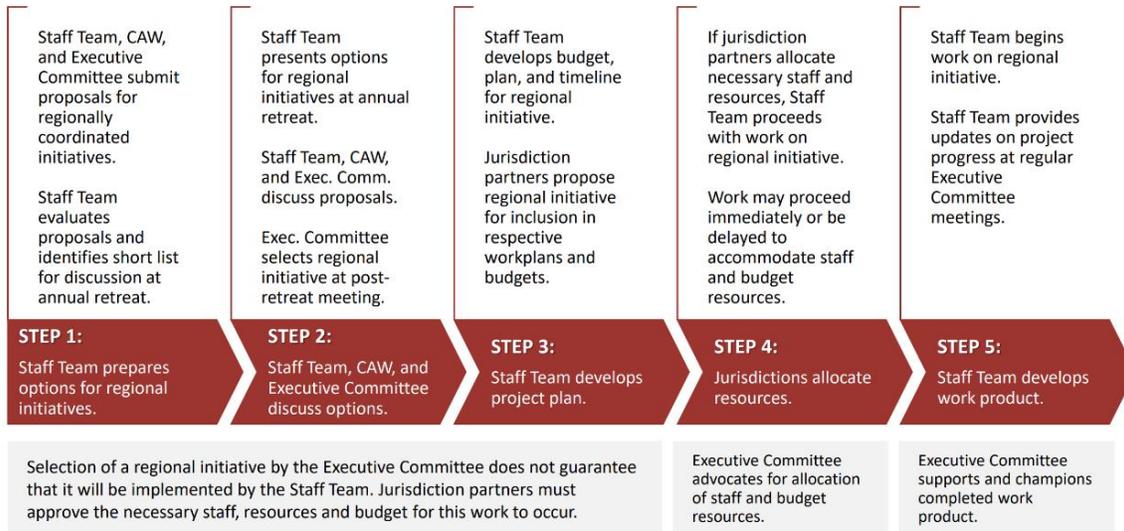
To provide the CAW with an opportunity to weigh in on the 2026 Regional Initiative scope of work prior to it going out for consultant proposals.

Background and Analysis

Regional Initiatives

The Thurston Climate Mitigation Collaborative takes on a regional initiative to advance a Thurston Climate Mitigation Plan strategy or action that would be most beneficial to approach together as a region. The regional initiative is selected at the Annual Retreat and formalized by the Executive Committee. The full process for regional initiative selection is exhibited below (Figure 1). The Staff Team is currently at Step 4 of the process.

Regional Initiative Selection Process



Decisions Made to Date

At the 2024 Annual Retreat and subsequent EC meeting, the 2025 regional initiative was selected as a gap analysis of existing plans/policies related to vehicle miles traveled reduction goals in the TCMP.

After discussion at the April 28, 2025 EC meeting, the 2025 regional initiative was delayed to 2026 due to it being prudent to wait until the Comprehensive Plans have been adopted.

Comprehensive Plan

The state of Washington requires Lacey, Olympia, Tumwater, Thurston County and many other jurisdictions to have a “Comprehensive Plan” per the Growth Management Act. Comprehensive Plans are made up of multiple “elements” (aka chapters) on specific topics mandated by the Growth Management Act which include but are not limited to Transportation, Land Use, and Climate Change.

Every ten years, jurisdictions with Comprehensive Plans must update those plans to be consistent with new laws passed and new data including population projections. This year, each TCMC jurisdiction is also adding a newly required Climate Change Element that is required to reduce per capita vehicle miles traveled among other requirements. Thurston County jurisdictions have been working hard in 2024 and 2025 to draft these updates and new Climate Change Elements. Comprehensive Plans should be adopted by each TCMC jurisdiction by the end of the 2025 calendar year.

Engagement Questions

Are there any anticipated concerns, questions, or issues CAW members might want to highlight? Is the scope missing anything particularly important to you as it relates to identifying gaps in VMT?

Attachments

Attachment 1: Draft 2026 Regional Initiative Scope of Work

Scope of Work 2026 Regional Initiative – Gap Analysis of regional and jurisdictional plans and policies that aim to reduce GHG emissions in the transportation sector by reducing VMT

Background and Purpose

The City of Tumwater is seeking a qualified consultant, on behalf of the Thurston Climate Mitigation Collaborative (TCMC), to evaluate and conduct a gap analysis of regional and jurisdictional plans and policies to reduce vehicle miles traveled (VMT) in the Thurston region. The overarching goals of this project are to:

- Evaluate current VMT status and trends, as compared to the land use and VMT targets established in the Thurston Climate Mitigation Plan (TCMP).
- Evaluate regional and jurisdictional plans, policies, and implementation practices that impact VMT in the Thurston region, and assess if these approaches are sufficient to meet established VMT reduction goals. Evaluate if current approaches to land use and transportation planning and implementation are consistent with the strategies outlined in the TCMP and best practices for VMT reduction.
- If needed, recommend changes to regional and/or jurisdictional plans, policies, and implementation practices to achieve regional VMT reduction goals (this may include suggested land use and code amendments).

The TCMC is a partnership among four jurisdictions (Thurston County and the cities of Lacey, Olympia, and Tumwater), working together to plan and implement regional climate mitigation actions, as described in the TCMP. This project was selected by the TCMC as a priority initiative for regional collaboration 2025.

Task 1: Project Kick-Off and Ongoing Coordination

Consultant will:

- Organize, schedule, and lead an overarching project-kick off meeting
- Organize and schedule regular project check-ins throughout the course of the project

City/Collaborative Staff will:

- Attend kick-off and check-in meetings
- Clearly identify the goals of the project and targets against which gaps will be measured

Task 2: Data Collection

Consultant will:

- Identify data sources that they need in order to complete the work. Data sources will likely include existing local and regional VMT data, as well as each jurisdiction's comprehensive plan, municipal code, and other relevant plans.
- Provide a detailed data request to Collaborative Staff with a reasonable deadline to produce said data
- Track receipt of data and store the data

City/Collaborative Staff will:

- Provide consultant with all requested data, whenever it is available
- Respond to consultant to clearly state when certain data is not available
- May recommend additional data sources for consideration

Task 3: Plan and Policy Review

Consultant will:

- Review jurisdictional and regional plans and policies to inform understanding of regional approaches to VMT reduction, and identify areas for further investigation through staff interviews.
- Prepare a memo to document the results of the plan review, including preliminary findings and key questions for staff interviews.

City/Collaborative Staff will:

- Review the draft memo and provide up to 1 round of consolidated feedback.

Task 4: Staff Interviews

Consultant will:

- Interview regional and jurisdictional staff to clarify understanding of existing plans and policies and learn more about implementation practices.
- Prepare draft interview questions for review and approval by City/Collaborative staff.
- Schedule interviews with jurisdiction and agency staff.
- Conduct up to 10 total interviews with key planning staff at each jurisdiction, the Thurston Regional Planning Council, and Intercity Transit to better understand current approaches to land use and transportation planning in the Thurston region.
- Prepare a memo summarizing the results of staff interviews. Provide up to one round of edits.

City/Collaborative Staff will:

- Identify key staff for interviews.
- Provide introductory emails to initiate scheduling of interviews. Review and approve proposed interview questions.
- Provide one round of consolidated feedback on the interview summary memo.

Task 4: First Draft of Analysis

Consultant will:

- Provide Collaborative Staff with a memorandum and discussion opportunity about how the data will be analyzed and results displayed, before spending significant time pursuing that analysis.

- Utilize approved methodology to analyze data
- Produce a narrative report of the analysis inclusive of sections on data sources, methodology, and findings

City/Collaborative Staff will:

- Review proposed analysis methodology and provide comments to be incorporated
 - Once any comments have been incorporated, the Collaborative Staff will provide approval for work to move forward
- Review the narrative report and provide up to 2 rounds of consolidated feedback.

Task 5: First Draft of Recommendations

Consultant will:

- If current approaches are insufficient to meet established VMT reduction targets, recommend alternative actions or approaches to achieve targets. Recommendations may apply to individual jurisdictions (Lacey, Olympia, Tumwater, and Thurston County) or the TCMC more broadly. Specify which, if any, approaches are best addressed at a regional level.
- Produce a narrative report of recommendations to fill gaps between intended targets and current day, including examples or case studies for those solutions.

City/Collaborative Staff will:

- Review the narrative report and provide up to 2 rounds of consolidated feedback.

Task 6: Presentation to the TCMC Community Advisory Workgroup (CAW) and Executive Committee

Consultant will:

- Create a PowerPoint presentation about the project inclusive of analysis and findings
- Present said presentation at a scheduled CAW and EC meeting (2 separate meetings), inclusive of facilitating a request for feedback from the panelists

City/Collaborative Staff will:

- Coordinate consultant's presentation with the TCMC Administrative Consultant
- Draft a staff report based on the work products of the consultant to be included with the agenda packet

Task 7: Final Report

Consultant will:

- Incorporate feedback given by City/Collaborative staff, EC, and CAW into a final combined draft of the analysis and recommendations
- Provide data analysis documentation, including any raw and processed data and metadata in an accessible format. This includes any data utilized to make graphics in the final report.

- Provide up to 2 rounds of revisions

City/Collaborative Staff will:

- Provide up to 2 rounds of consolidated edits and approve final report

MEMORANDUM

TO: Thurston Climate Mitigation Collaborative Community Advisory Workgroup

FROM: Thurston Climate Mitigation Collaborative Staff Team:
Linsey Fields, City of Lacey

DATE: August 19, 2025

SUBJECT: Thurston Climate Mitigation Collaborative Interlocal Agreement Amendments

Requested Action

Receive a briefing on proposed amendments to the Thurston Climate Mitigation Collaborative's Interlocal Agreement.

Purpose of this Action

The TCMC Interlocal Agreement (ILA) is the official contract for how the TCMC will work together over the next 5 years (ending 2030) to implement the TCMC and the Thurston Climate Mitigation Plan. Proposed amendments to the ILA focus on regional initiative implementation, cost sharing and streamlining administrative tasks for the staff team.

Background and Analysis

In 2023 Thurston County and the cities of Lacey, Olympia, and Tumwater executed an Interlocal Agreement to create the Thurston Climate Mitigation Collaborative (TCMC) and work to implement the Thurston Climate Mitigation Plan (TCMP).

Following contract execution, the TCMC has completed major milestones in our collaborative work including implementation of regional programs to target our largest GHG emissions: buildings and energy use. The TCMC staff team has worked to stand up the structure of the TCMC including the Community Advisory Workgroup and Staff Team meetings/workplan. The TCMC structure has proven to work well to implement regional initiatives and collaborate on climate mitigation activities across the four partner jurisdictions.

These contract amendments are aimed at streamlining the process of collaboration on regional initiatives, clarifying roles and responsibilities, and introducing flexibility to evolve the TCMC as we work through ongoing implementation.

The proposed revisions to the interlocal agreement address Sections IV and V. In Section IV, Scope of Agreement:

- Language was added to incorporate regional initiative coordination and implementation to help streamline the process of collaborating in future years.
- Clarifying language was added to sections about plan updates and GHG emissions inventories. The frequency of GHG emission inventories was approved by the EC in 2025.
- A new section was added to describe the Regional Implementation Guidance document, which provides more detail on how the jurisdictions work together to implement the TCMC.

Staff have proposed minor amendments to Section V, Funding and In-Kind Commitment to account for consistency with proposed amendments to Section IV.

Staff have also updated the regional guidance document to reflect proposed changes to the ILA and address spelling and grammar corrections.

Engagement Questions

Consider the changes in attachment 1. Are there any anticipated concerns, questions, or issues CAW members might want to highlight?

Attachments

Attachment 1: TCMC Interlocal Agreement Draft Revisions

**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 forest fires; 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, the County and cities in 2021 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.

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 three workgroups consisting (respectively) of staff, elected officials, and community members. The Agreement also outlines processes for ongoing implementation of the TCMP, including an annual climate mitigation retreat; monitoring and assessment of climate mitigation activities and outcomes; regular updates to the TCMP; and workgroup coordination 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.** Consists of an appointed policymaker representative 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 regional implementation of the TCMP.

- iii. **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”).** 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~~ The Parties may work jointly on ~~projects~~ ~~Regional Initiatives~~ 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 joint projects (i.e., Regional Initiatives) funded by all Parties will not require a separate agreement provided that:

- a. ~~The project will be implemented through the TCMC;~~
- b. ~~The project was included in the bi-annual TCMC budget; and~~
- c. ~~Project funding was allocated by each Party through the approval and adoption of their respective annual budgets. ~~Implementation of projects funded by two or more Parties may require a separate agreement.~~~~

~~Two or more Parties may work jointly on a regional initiative if funding is not unanimously approved by all Parties. Implementation of such projects funded by two or more Parties may require a separate agreement.~~

~~i. **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 and hosted by individual Jurisdiction Parties, rotating on an annual basis. ~~The jurisdiction hosting the retreat will be responsible for planning and coordinating the retreat with the third-party TCMC administrator. The Jurisdiction Party hosting the retreat will be responsible for any costs associated with planning or facilitation of the retreat. Each Party will contribute equally to the costs of hosting the Annual Retreat.~~

ii.

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~~ii.~~ **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 administrative updates every three years, with a full plan update every 6 years beginning in 2028. Plan updates may be delayed if the Executive Committee determines that a plan update is not needed at that time. Administrative p~~Plan updates will be recommended by the Staff Team and CAW ~~and~~, approved by the Executive Committee. ~~Full plan updates will be and adopted or accepted by the Parties. The Staff Team will recommend plan updates every other year, beginning in 2024, with a complete plan review and update every six years, beginning in 2028. The TCMC may conduct administrative updates every three years, with a full plan update every 6 years beginning in 2028. Each Party will contribute equally to the costs of updating the plan.~~

~~iii.~~

~~iii.~~ **Monitoring and Assessment.** The Thurston Climate Mitigation Collaborative will conduct an ~~annual~~ countywide Greenhouse Gas Inventory every three years. ~~and a dash inventory in the years between full inventories~~ to measure and monitor trends in regional greenhouse gas emissions. ~~In the years between full inventories, the TCMC will conduct a dash inventory, which only includes emissions from the two largest sectors of local emissions, energy use in buildings and on-road transportation. Each Party will contribute equally to the costs for Monitoring and Assessment.~~

~~iv.~~

Thurston County will be responsible for administrative tasks associated with the development of the annual Greenhouse Gas Inventory (e.g., maintaining software subscriptions, coordinating data collection and analysis, and ensuring consistency with best practices and previous inventories).

The Parties may choose to contract with a third party for any or all components of the annual greenhouse gas inventory. Thurston County will be responsible for recruitment and management of the third-party partner 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.

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

~~iv.~~ **Workgroup Coordination and Administrative Support.** The Parties will cooperatively fund a third-party partner to coordinate and facilitate the Executive Committee and Community Advisory Workgroup meetings, produce an Annual Progress Report, and maintain a website for the Thurston Climate Mitigation Collaborative. ~~Each party will contribute equally to the costs for Workgroup Coordination and Administrative Support.~~

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v. Regional Implementation Guidance. The Collaborative will follow the Regional Implementation Guidance in Appendix A to govern operating procedures. The Regional Implementation Guidance may be amended by approval of the Executive Committee at any meeting, provided all Committee Members have been notified of this purpose.

~~v. The City of Lacey will be responsible for recruitment and management of the third-party partner for administrative support, which may include developing requests for proposals and/or qualifications, developing scopes of work and contracts, managing deliverables, and other related tasks.~~

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

V. Funding and In-kind Commitment

i. **Base Funding.** Each Party shall contribute an equal share of funds sufficient for the execution of Monitoring and Assessment, Workgroup Coordination and Administrative Support, ~~and~~ future Thurston Climate Mitigation Plan Updates and Regional Initiative Coordination and Implementation.

~~The prorated budget for execution of Workgroup Coordination, Monitoring and Assessment for October 2023 – December 2024 is included in Exhibit B.~~

ii. In ~~subsequent~~ even-numbered years, the Staff Team will provide a proposed biennial budget for review by the Parties, by no later than July 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.~~

~~iii.~~ iii. **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.)

~~d.~~ e. Regional Initiative Coordination and Implementation.

~~iii.~~ 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 VIII 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, and Washington Counties Risk Pool (WCRP), a self-insured county insurance pool.

Commented [PB1]: As requested by Thurston County

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 upon full execution on May 1, 2023, and terminates on December 31, 2030, unless earlier terminated as provided in Section ~~VIII~~X, below. The Parties may choose to renew this agreement for additional periods.

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 ~~or TRPC~~ may withdraw from this Agreement with written notice to the remaining Parties by November 1 of any year. 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.

Commented [KK2]: 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 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: ~~Climate Plan~~TCMC Implementation

3000 Pacific Avenue SE

Olympia, WA 98501

CITY OF OLYMPIA

Attn: ~~Pamela Braff~~, Director of Climate Programs

Re: ~~Climate Plan~~TCMC Implementation

P.O. Box 1967

Olympia, WA 98507-1967

CITY OF LACEY

Attn: ~~Rick Walk, Interim City Manager~~ Community and Economic Development Director

Re: ~~Climate Plan~~TCMC Implementation

420 College Street SE

Lacey, WA 98503

CITY OF TUMWATER

Attn: ~~Dan Smith~~, Water Resources & Sustainability Director

Re: ~~TCMC~~Climate Plan Implementation

Interlocal Agreement for Regional Coordination of the Thurston Climate Mitigation Plan
DRAFT – ~~June 1, 2025~~ ~~May 23, 2023~~

555 Israel Road SW
Tumwater, WA 98501

[Signatures are affixed to next page.]

DRAFT

Interlocal Agreement for Regional Coordination of the Thurston Climate Mitigation Plan
 DRAFT – ~~June 1, 2025~~ ~~May 23, 2023~~

This Agreement is hereby entered into between the Parties

GOVERNMENT AGENCY EXECUTIVE **APPROVED AS TO FORM**

<p>CITY OF LACEY 420 College Street SE Lacey, WA 98503</p>	<p>CITY OF LACEY 420 College Street SE Lacey, WA 98503</p>
<p>_____ Rick Walk, Interim City Manager Date</p>	<p>_____ David Schneider, City Attorney Date</p>
<p>CITY OF OLYMPIA 601 4th Ave East Olympia, WA 98501</p>	<p>CITY OF OLYMPIA 601 4th Ave East Olympia, WA 98501</p>
<p>_____ Steven J. (Jay) Burney, City Manager Date</p>	<p>_____ Michael Young, Deputy City Attorney Date</p>
<p>CITY OF TUMWATER 555 Israel Road SW Tumwater, WA 98501</p>	<p>CITY OF TUMWATER 555 Israel Road SW Tumwater, WA 98501</p>
<p>_____ Debbie Sullivan, Mayor Date</p>	<p>_____ Karen Kirkpatrick, City Attorney Date</p>
<p>THURSTON COUNTY 3000 Pacific Avenue SE Olympia, WA 98501</p>	<p>THURSTON COUNTY 3000 Pacific Avenue SE Olympia, WA 98501</p>
<p>_____ Leonard Hernandez Ramiro Chavez, County Manager Date</p>	<p>_____ Jon Tunheim, Prosecuting Attorney Date</p>