

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” 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 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, these environmental impacts of climate change create economic and public health impacts and the Parties are greatly concerned over all these impacts 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 striving to reduce communitywide emissions 45% below 2015 levels by 2030 and 85% below 2015 levels by 2050; and

WHEREAS, the Parties completed the *Thurston Climate Mitigation Plan* in early 2021 and have started 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. The cost of this agreement will be between \$176,102 (\$44,025 per jurisdiction) and not to exceed \$188,736 (\$47,184 per jurisdiction) over the one-year performance period. The County and cities will commit a combination of staff resources and Commission/City Council Member time called for in the scope of work (approximately 0.25 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 Washington Cities Insurance Authority (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. 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 the costs of this agreement.

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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. Rights

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

XI. Notice

Any notice required under this Agreement shall be to the party at the address listed below and it shall become effective five business 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>Steven J. (Jay) Burney, City Manager</p>	<p>CITY OF OLYMPIA 601 4th Ave East Olympia, WA 98501</p> <hr/> <p>Mark Barber 01/27/2021 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 Date</p>
<p>THURSTON REGIONAL PLANNING COUNCIL 2424 Heritage Court SW, Suite A Olympia, WA 98502</p> <hr/> <p>Marc Daily, Executive Director</p>	

SCOPE OF WORK FOR THURSTON CLIMATE MITIGATION PLAN IMPLEMENTATION

OVERVIEW

This scope of work is for twelve months of coordination of efforts to implement the Thurston Climate Mitigation Plan (the 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 common 2030 and 2050 emissions-reduction targets, communitywide strategies and actions sufficient to meet those targets, and an implementation strategy framework for the Parties, which will be supplemented, as needed, by specific implementation strategies for each jurisdiction.

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 the Plan require multi-year implementation and commit to long-term regional cooperation for Plan implementation. This scope is intended to cover an interim period, building on the partnerships developed during the Plan process to develop implementation details and agreement on longer-term strategies for governance, monitoring, and outreach to support a coordinated regional approach to climate mitigation.

ROLES & RESPONSIBILITIES

For the first year, the four participating jurisdictions will commit an amount of between \$176,102 (\$44,025 per jurisdiction) and not to exceed \$188,736 (\$47,184 per jurisdiction). The range in total cost provides the Parties flexibility in determining the number of meetings required, as described under Tasks 1 and 2 and the Contract Budget section.

The Parties 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 a combination of either in-kind staff or Commission/City Council Member's time summing to approximately 0.25 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 Steering Committee. 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 staff 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

1a - Coordinate Multijurisdictional Staff Team (MST)

The MST consists of the lead staff and alternates of the Parties. The MST will focus on topics such as:

- 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 Steering Committee level, and agreement on Steering Committee agendas.
- Assist in development and review of the annual implementation report.

The MST will meet seven and no more than ten times over the year depending on project needs and the time constraints of jurisdictional staff. 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. MST members will also work on implementation tasks between meetings. This task does not include convening issue-specific work groups identified by the Steering Committee.

1b – Information Sharing

As part of implementation coordination, TRPC staff will monitor funding opportunities and bring those to the MST for consideration and possible elevation to the Steering Committee. TRPC staff will track regional climate implementation activities and share relevant information and opportunities with jurisdiction staff to support coordination among the partner organizations.

1c – Invoicing and Administration

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

Task 1 Deliverables:

- MST logistics and documentation (seven to ten meetings). This task does not include convening issue-specific work groups that may be identified by the Steering Committee.
- Quarterly documentation of grant opportunity searches and tracking of any applications submitted by Steering Committee members. This does not include writing grant applications.
- Quarterly summary of regional climate implementation activity, including possible public/private/non-profit opportunities for collaboration.
- Report out on legislative bills of interest.

- Monthly invoices.

Task 2: Climate Action Steering Committee

The Plan identifies a need to provide continued coordinated leadership to build local capacity for climate mitigation action. This task will build on the successful partnership already in place to create a Steering Committee that will oversee initial implementation activities and develop a longer-term agreement for regional cooperation on climate mitigation activities. Steering Committee membership will include a designated policymaker lead and policymaker alternate from each of the Parties; members are permitted to include staff support as needed. The Steering Committee will elect a chair and vice chair to lead the Steering Committee.

The Steering Committee will be an advisory body to the four Parties. The four Parties do not delegate jurisdictional decision authority to the Steering Committee – it is solely an advisory body. The charge of the Steering Committee is to discuss and advise on:

- Steering Committee operations. Develop a charter that establishes expectations and operating norms for the committee, including membership, responsibilities, communication, decision-making, and conflict resolution.
- Longer-term climate mitigation coordination. Review options and develop agreement for longer-term governance, monitoring, and public outreach that support a coordinated regional approach to climate mitigation. Governance to include identifying role for key public and private sector partners in Plan implementation, for example, as advisory, non-voting members in an oversight committee.
- Plan implementation. As each Policy and Action Research white paper (see Task 3) is completed, the Steering Committee will review the findings and recommend changes to Plan implementation as necessary considering the new information.
- Progress toward achieving emissions targets.
- Opportunities for inter-jurisdictional implementation and public private partnerships.
- Need for issue-specific workgroups.
- Adaptation of Plan implementation. The Steering Committee will advise Plan implementation throughout.
- Grant and other funding opportunities.
- Ongoing public outreach and involvement.
- State and federal legislative action important to achieving the Plan goals.

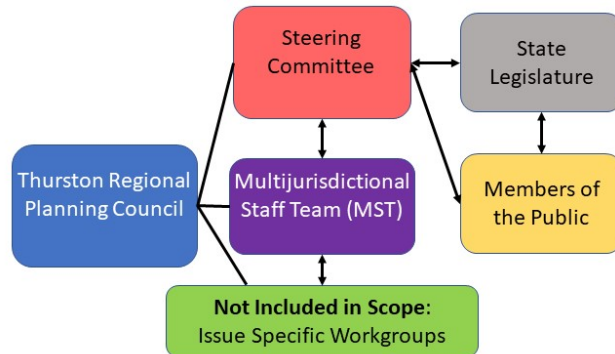
The Parties recognize that work remains to further define, hone, and prioritize the strategies and actions outlined in the Plan. Developing a more detailed strategy for implementation will be one of the first tasks of the Steering Committee, supported by the work of the MST. Through facilitation of the Steering Committee and MST, TRPC staff 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.

2a – Facilitate Steering Committee

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

It is anticipated that the Steering Committee will meet between six and twelve times in the first year of implementation.

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



Steering Committee: Comprised of the elected officials of the Parties and any specific invitees. This is the main advisory body for Plan implementation.

Multijurisdictional Staff Team: Staff from TRPC and each Party to support the Steering Committee and coordinate among the Parties.

Thurston Regional Planning Council: Provides facilitation and coordination support for the Steering Committee and MST. Also provides research and recommendations for Plan implementation.

State Legislature: The Plan includes legislative actions that will require public support and Steering Committee engagement with legislators.

Members of the public: Members of the public are encouraged to provide input in writing or in person to the Steering Committee.

Issue specific work groups: If deemed necessary, these groups would help refine and implement specific climate actions.

Figure 1. Climate Mitigation Plan Implementation Coordination Framework.

Task 2 Deliverables

- Steering Committee charter
- Scheduling and logistics for between six and twelve Steering Committee meetings.
- Agendas, materials, and notes for between six and twelve Steering Committee meetings.
- Compilation and distribution of any written public input to Steering Committee members.
- Within six months of the first Steering Committee meeting, TRPC staff will assist the Parties in developing a draft long-term Climate Mitigation Implementation ILA for the Parties and produce a proposed scope of work for a second year, or longer if the Parties direct. A final long-term ILA would be expected by November 2021.

Task 3: Policy Research Support

The Plan identifies a need for additional research before some regionally coordinated strategies and actions can move ahead.

3.1 – Policy and Action Research. Under this task, TRPC staff would further flesh out the details of a regional approach to the topics listed below through research and stakeholder outreach to be summarized in a white paper with recommendations to inform next implementation steps. Each white paper would include:

- Background information on topic, including information gathered through TCMP development.
- Comparison or case studies of 2-5 existing programs in other regions, states, or countries.

- Summary of up to three policy/action options for implementation, including the potential benefits and challenges and equity considerations of each option. Identified options should clearly delineate between policy/actions that could be taken by individual jurisdictions and those that could be most beneficial if addressed through regional cooperation among the Parties.
- Rough cost estimates and timelines of different policy options.
- Where appropriate, model code or policy language for use by individual jurisdictions.

White papers would be developed in consultation with the MST and would be reviewed by the Steering Committee. The Steering Committee will determine the priority topics and order for developing white papers.

White Paper Topics – The following provides examples of potential white paper topics to provide a sense of detail and scope. The Steering Committee will determine the topics for which white papers are ultimately developed.

- **Climate-informed Decision-making.** Options for estimating and accounting for climate impacts in development, transportation, and budget decisions.
 - G4.6 – social cost of carbon [including equity in climate decision-making]
- **Energy Efficiency of Residential Buildings.** Options for energy efficiency performance standards, incentives and funding tools for increasing rate of energy efficiency retrofits in existing residential building stock, to include recommendations for legislative agenda.
 - B1.1 – residential energy performance ratings
 - B1.2 – residential energy audits
 - B1.4 – rental housing energy efficiency incentives
 - B1.5 – property tax credit
 - B1.6 – rental housing energy efficiency baseline
- **Electric-Vehicle-ready Infrastructure.** Options for supporting electric vehicle charging infrastructure, including model code amendments.
 - T3.5 – EV-ready building code
 - T3.7 – EV integration
- **Regional Program for Carbon Sequestration.** Options for certifying, tracking, and administering a regional carbon sequestration program.
 - A2.1 – regenerative agriculture
 - A5.1 – reforestation & afforestation program
 - A7.1 – prairie preservation

Task 3.1 Deliverables

- White paper for each topic area (four total)

3.2 – Issue-specific Work Groups. The Parties recognize that a higher level of stakeholder engagement through issue-specific work groups may be helpful to 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 Parties decide that issue-specific workgroups are necessary, funding to support that coordination would need to be identified.

Task 4: Monitoring and Assessment Program

The Plan includes a monitoring framework to gauge accountability and track progress toward achieving the regional greenhouse gas emission targets. The Parties recognize that monitoring and assessment will be critical to the long-term success of implementation.

4.1 – Recommendations for Long-term Monitoring Program. Develop recommendations for longer-term monitoring and assessment program to be included in the ILA described as a deliverable for Task 2. This task would include reviewing monitoring and performance assessment programs for 2-5 other climate programs and presenting different options to MST and Steering Committee.

The review will involve researching feasibility and developing options and recommendations for including the following components in a long-term monitoring and assessment program:

- Greenhouse Gas Emissions Inventory (Action G4.1)
- Methods and baseline data to track additional emissions sources and supplemental indicators identified as gaps in the Thurston Climate Mitigation Plan (i.e., consumption-side emissions, baseline sequestration information, equity indicators) (Action G4.3). This task would not include collecting the actual data to track these additional emissions sources and indicators, but only to assess the feasibility and costs of doing so.
- Performance Assessment, including an online dashboard reporting status and trends of key performance indicators and annual or other progress reporting on regional climate action (Action G4.2)
- Cost estimates for each component of the long-term monitoring program.

4.2 – Annual Progress Report. With support of the MST, prepare a year-one report summarizing regional and jurisdictional activities that support the climate mitigation framework and progress toward targets. Assumption is that individual jurisdiction staff will provide content for activities of their own jurisdiction in format provided by TRPC.

Task 4 Deliverables

- Recommendations for long-term monitoring and assessment program, including cost estimates.
- Year 1 Climate Mitigation progress report

Task 5: Public Outreach

TRPC staff 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 Plan, information on the Steering Committee, monitoring information, annual reports, and opportunities for stakeholders to provide input or assist with Plan implementation.

This scope also assumes that TRPC staff 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 or community groups) or other activities to increase community awareness and education around climate change and the Thurston Climate Mitigation Plan. The MST, in consultation with the Parties' Steering Committee members, will decide on presentations to be made. The Parties may substitute creation of a short educational video about the Plan using a portion of the 60 public outreach hours, provided the total budget for this task is not exceeded.

TRPC staff will maintain a master contact list of the Parties, advisory Steering 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 Steering Committee may identify.

Task 5 Deliverables

- Development and maintenance of Climate Action Implementation web page.
- Up to 60 hours providing or supporting presentations to outside groups as directed by the MST.
- Maintenance of master Climate Action Implementation contact list.

CONTRACT BUDGET

TRPC Cost & Time Estimate by Task:

Base Estimate (7 MST and 6 Steering Committee Meetings)		Additional Costs (4 more MST and 6 more Steering Committee Meetings – only if directed by the Parties)	
Task 1	\$13,696	Task 1	\$1,910^A
Task 2	\$12,551	Task 2	\$10,724^B
Task 3	\$84,082	Task 3	\$0
Task 4	\$40,317	Task 4	\$0
Task 5	\$25,456	Task 5	\$0
Total	\$176,102	Total	\$12,634

- A. Up to four additional meetings at \$637 per meeting**
- B. Up to six additional meetings at \$1,787 per meeting**

This scope of work also assumes that each jurisdiction will allocate a combination of either in-kind staff or Commission/City Council Member’s time summing to approximately 0.25 FTE/year to implement this scope of work.