

MEMORANDUM

TO: Thurston Climate Mitigation Collaborative Executive Committee

FROM: Thurston Climate Mitigation Collaborative Staff Team
Linsey Fields, City of Lacey
Pamela Braff, City of Olympia
Alyssa Jones Wood, City of Tumwater
Rebecca Harvey, Thurston County

DATE: June 26, 2022

SUBJECT: Interlocal Agreement (ILA) and TRPC Scope of Work Update

Requested Action

Review and provide feedback on the draft Interlocal Agreement for a revised approach to regionally coordinated implementation of the Thurston Climate Mitigation Plan.

Receive an update on the extension to the scope of work with TRPC for interim administrative support until a new ILA is approved.

Background

The Executive Committee (previously named the Climate Action Steering Committee; CASC) held a retreat on January 23, 2023, which focused on a staff proposal for regional implementation of Thurston Climate Mitigation Plan. This discussion led to agreement among the Executive Committee (EC) and Staff Team on key issues of structure, roles, and process/logistics as well as guidance on next steps.

Based on this discussion, staff developed a new Interlocal Agreement (ILA) that better reflects this new structure, a Regional Implementation Guidance document that outlines expectations, roles, responsibilities, and activities under the new agreement, and a new scope of work for TRPC's administrative support under the new agreement. The EC received a briefing on the revised ILA at the CASC meeting on March 27, 2023, with the intent to take action on the ILA at the following CASC meeting.

In May 2023, TRPC informed the Staff Team and EC members that TRPC had decided not to sign on to the upcoming ILA for implementation for the Thurston Climate Mitigation Plan. Given this pending change in structure and administrative support, the Staff Team requested additional time to reassess the new structure of the Thurston Climate Mitigation Collaborative, identify how to fill the administrative and technical support role previously held by TRPC, and to revise the proposed ILA and Regional Implementation Guidance.

Revised Draft ILA

The primary elements of the previous draft of the new ILA remain the same. This proposed approach clarifies the roles and relationships among the different groups involved in implementation, recognizes the increased staff capacity now present to lead implementation within each jurisdiction, and provides increased opportunities for the CAW to provide feedback on the climate mitigation actions of individual jurisdictions, in addition to regional items. The new structure establishes the Thurston Climate Mitigation Collaborative as an umbrella term for the partnership, and renames the groups involved in implementation to better reflect their clarified roles: Jurisdiction

Parties, an Executive Committee (replaces the Climate Action Steering Committee), a Staff Team (replaces the Multijurisdictional Staff Team), and a Community Advisory Workgroup (replaces the Climate Advisory Workgroup).

The primary changes to the revised ILA are related to administrative and technical support for the following activities:

- Planning and facilitating the annual climate mitigation retreat.
- Developing an annual greenhouse gas inventory.
- Coordinating and facilitating the Executive Committee and Community Advisory Workgroup.
- Developing an annual climate mitigation progress report.
- Hosting and maintaining a central website for the Thurston Climate Mitigation Collaborative.

Under the previous draft of the ILA, TRPC would have been responsible for these activities. The staff team proposal recommends that these activities now be led by the Staff Team and/or third-party contractors, which will be managed by individual Jurisdiction Parties. All costs will still be shared equally by the partners.

Next Steps

The Staff Team will review and incorporate any feedback from the EC in the revised ILA, update the Regional Implementation Guidance Document to reflect new changes in this structure, and bring both items back for approval at the next Executive Committee meeting.

Scope of Work Extension

The delay in approval of a new ILA also created a gap in administrative support, which had previously been provided by TRPC. The Staff Team proposal recommends that this role be filled a third-party consultant in the future, but this role cannot be filled until a new ILA is approved by the EC and Jurisdiction Parties. As in interim solution, the Staff Team has requested that TRPC continue to provide administrative support, at reduced capacity, through August 31, 2023. TRPC has agreed to complete the following tasks under this extension:

- TRPC will host and facilitate up to 3 additional Steering Committee/Executive Committee meetings. The Staff Team will provide all agendas and materials, which will be shared by TRPC. TRPC will manage posting meeting notifications, announcements to interested parties list, setting up Zoom webinar links, and managing public comments.
- TRPC will host and facilitate one additional CAW meeting in early June to walk through the change in implementation structure/facilitation.
- TRPC will continue to host the TCMP website and climate Dashboard through August 31. TRPC can continue to keep up a static page with archived project materials, without a separate agreement.
- TRPC will have no additional role in planning or facilitating the retreat. TRPC staff are not required to attend the retreat.
- TRPC will have no additional role in convening staff team meetings.

There are sufficient funds within TRPC's remaining budget (about \$23,000) to complete these tasks through the end of August.

This is the second extension to the TRPC scope of work. On February 27, 2023, the EC approved an extension of the TRPC's existing work program, to support the regional coordination of the Thurston Climate Mitigation Plan until June 30, 2023, or until such time as a new ILA is approved by all four jurisdictions.

Attachments

- *Attachment A: Draft Interlocal Agreement for Regional TCMP Implementation*
- *Attachment B: Documentation of TRPC Scope of Work Extension*

**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 an Executive Committee of elected officials, a multi-jurisdictional Staff Team, and Community Advisory Workgroup. The Agreement also outlines processes for ongoing implementation of the TCMP, including an annual climate mitigation retreat; regular updates to the TCMP; development of a greenhouse gas inventory; 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 Parties may work jointly on projects 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 projects funded by two or more Parties may require a separate agreement.
- ii. **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 by the Staff Team and hosted by individual Jurisdiction Parties, rotating on an annual basis in the following order: Lacey, Olympia, Tumwater, and Thurston County. The Jurisdiction Party hosting the retreat will be responsible for any costs associated with planning or facilitation of the Retreat.
- 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. Plan updates will be recommended by the Staff Team and CAW, approved by the Executive Committee, and adopted 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. Each Party will contribute equally to the costs of updating the plan.
- iv. **Greenhouse Gas Inventory.** The Collaborative will conduct an annual countywide Greenhouse Gas Inventory to quantify emissions and track progress toward meeting TCMP emission targets. Each Party will contribute equally to the costs of the Greenhouse Gas Inventory.

Thurston County will be responsible for administrative tasks associated with the development of the Greenhouse Gas Inventory, including maintaining software subscriptions, and coordinating data collection and analysis.

Thurston County will also be responsible for procuring and managing third-party contractors 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.

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

Each party will contribute equally to the costs of the Administrative Support services.

The City of Lacey will be responsible for procuring and managing third-party contractors to provide Administrative Support services, which may include developing requests for proposals and/or qualifications, developing scopes of work and contracts, managing deliverables, and other related tasks.

V. Funding and In-kind Commitment

- i. **Base Funding.** Each Party shall contribute an equal share of funds sufficient for the execution of Greenhouse Gas Inventory, Administrative Support, and future Thurston Climate Mitigation Plan updates.

The prorated budget for execution of Greenhouse Gas Inventory and Administrative Support for October 2023 - December 2024 is included in Exhibit B.

In subsequent even-numbered years, the Staff Team will provide a proposed biennial 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 annual budgets by the Parties will serve as the commitment to fund each Party's share of the Agreement for the subsequent two years.

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

Based on the approved Administrative Support costs, the City of Lacey shall issue invoices annually 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. 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.).
- 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.

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 September 1, 2023, and terminates on December 31, 2030, unless earlier terminated as provided in Section VIII, 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 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.

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 Implementation
3000 Pacific Avenue SE
Olympia, WA 98501

CITY OF OLYMPIA

Attn: Pamela Braff, Director of Climate Programs
Re: Climate Plan Implementation

P.O. Box 1967
Olympia, WA 98507-1967

CITY OF LACEY

Attn: Rick Walk, Interim City Manager
Re: Climate Plan Implementation
420 College Street SE
Lacey, WA 98503

CITY OF TUMWATER

Attn: Dan Smith, Water Resources & Sustainability Director
Re: Climate Plan Implementation
555 Israel Road SW
Tumwater, WA 98501

[Signatures are affixed to next page.]

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> <hr/> <p>Rick Walk, Interim City Manager Date</p> <p>CITY OF OLYMPIA 601 4th Ave East Olympia, WA 98501</p> <hr/> <p>Steven J. (Jay) Burney, City Manager Date</p> <p>CITY OF TUMWATER 555 Israel Road SW Tumwater, WA 98501</p> <hr/> <p>Debbie Sullivan, Mayor Date</p> <p>THURSTON COUNTY 3000 Pacific Avenue SE Olympia, WA 98501</p> <hr/> <p>Ramiro Chavez, County Manager Date</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>Michael Young, Deputy City Attorney Date</p> <p>CITY OF TUMWATER 555 Israel Road SW Tumwater, WA 98501</p> <hr/> <p>Karen Kirkpatrick, City Attorney Date</p> <p>THURSTON COUNTY 3000 Pacific Avenue SE Olympia, WA 98501</p> <hr/> <p>Jon Tunheim, Prosecuting Attorney Date</p>
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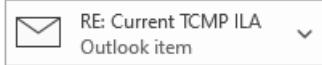
RE: CAW meeting tomorrow



Allison Osterberg <OsterbergA@trpc.org>

To Casey Mauck; Rebecca Harvey

You forwarded this message on 5/30/2023 3:47 PM.



Tue 5/30/2023 11:06 AM

Hi Rebecca,

Yes, we're proceeding with TCMP support through the end of August, including hosting and facilitating up to three additional Executive Committee meetings on June 26, July 24, and August 28 (meetings to be held at the discretion/approval of the Staff Team). I'm treating the email confirmation from 5/11 as our modified scope (attached) – let me know if the jurisdictions need something more formal.

In the past, the Steering Committee has approved agreements and work plans, as well as the current extension through the end of June. We are fine on our end with the extension requested by staff over email – but will defer to the jurisdictions to indicate if you need to go through some additional process on your side. Note that the current ILA is still in place through March 2025 – until it is replaced with something else, that is the agreement we are all operating under.

Thanks,
Allison

Allison Osterberg, Senior Planner (she/her/hers)
Thurston Regional Planning Council
[2411 Chandler Court SW, Olympia, WA, 98502](https://www.trpc.org)
360.741.2513 (Direct) | 360.956.7575 (Main) | 360.741.2545 (Fax)
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RE: Current TCMP ILA



Allison Osterberg <OsterbergA@trpc.org>

To Rebecca Harvey

Cc Braff, Pamela; Wood, Alyssa; Linsey Fields; Beck, Grant-2; Casey Mauck

You replied to this message on 5/11/2023 4:02 PM.



Thu 5/11/2023 12:01 PM

Hi all,

Thanks for providing your responses on next steps – this all looks do-able from our end within our remaining budget (about \$23,000). Based on this direction, we'll proceed with following tasks:

- Steering/Executive Committee
 - o Cancel May 22 meeting
 - o Draft a message to the committee communicating TRPC's decision to not join the next version of the ILA.
 - o Schedule a meeting for Monday, June 26 (post-retreat) – **should this meeting be in person or virtual?**
 - o Schedule 2 additional meetings: July 24, August 28 would be the regular dates/times for this group. I'll set the time for 3-4:30 pm, as it is easier to cancel or shorten the meetings once they are on the calendar.
- Climate Advisory Workgroup
 - o Schedule a meeting for June
- Begin gathering data/resources for handoff – it may be helpful to set up a joint meeting to come up with a plan for the Climate Dashboard

Reach out if you have other thoughts on this. Thanks,
Allison

Allison Osterberg, Senior Planner (she/her/hers)

Thurston Regional Planning Council

[2411 Chandler Court SW, Olympia, WA 98502](https://www.trpc.org)

360.741.2513 (Direct) | 360.956.7575 (Main) | 360.741.2545 (Fax)

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