



LAND USE & ENVIRONMENT COMMITTEE
TUESDAY, MARCH 28, 2023
10:30 A.M.
REMOTE AND IN PERSON ATTENDANCE

The Land Use & Environment Committee meeting will be conducted remotely and in person.

The public may attend the meeting in person in the Council Chambers at Lacey City Hall, 420 College SE, Lacey, Washington, or you may view or listen to the meeting by using one of the following platforms:

Live through Zoom: <https://us02web.zoom.us/j/83669915979>

Live or as a recording on YouTube: <https://youtube.com/live/43zovNUgbG0>

Listen via telephone: **(888) 788-0099** or **(877) 853-5247 (Webinar ID: 836 6991 5979)**

AGENDA

THURSTON REGIONAL CLIMATE ACTION PLAN AMENDED ILA

*GRANT BECK, PLANNING AND DEVELOPMENT SERVICES MANAGER
(BRIEFING)*



LAND USE & ENVIRONMENT COMMITTEE
March 28, 2023

SUBJECT: Revised Interlocal Agreement – Thurston Regional Climate Action Plan Implementation & Coordination

RECOMMENDATION: Information Only

STAFF CONTACT: Rick Walk, Interim City Manager *RW*
Grant Beck, Planning & Development Services Manager *[Signature]*

ORIGINATED BY: Community & Economic Development Department

ATTACHMENTS: [Draft Interlocal Agreement](#)

FISCAL NOTE: Proportionate City of Lacey costs for contract with TRPC
2023 estimated cost \$22,000
2024 estimated cost \$30,000
Final budget will be provided by TRPC prior to finalizing ILA

WORK PLAN GOAL AND STRATEGY: Goal K. Continue Implementation of Climate Mitigation Efforts

OTHER POLICY DOC. ALIGNMENT: Comprehensive Plan Environment Element

COMMUNICATIONS PLAN: N/A

HOUSING ACTION PLAN: N/A

PRIOR REVIEW: Land Use & Environment Committee Briefing 2/28/2023

BACKGROUND:

The Climate Action Steering Committee held an annual retreat on January 23, 2023 at which time it reviewed a proposal to streamline the manner in which the Cities of Olympia, Lacey, Tumwater, and Thurston County work together to implement the Thurston Climate Mitigation Plan (TCMP).

When the TCMP was published in 2020, there were few jurisdictional staff dedicated to implementation of the plan, which led to a governance structure where elected representatives of the partner jurisdictions on the Climate Action Steering Committee became the primary implementers. Since that time, all four partner jurisdictions have hired climate and sustainability staff dedicated to implementation of the TCMP within our jurisdictions. The jurisdictional staff meet regularly to coordinate climate actions within each jurisdiction and regionally.

The Climate Action Steering Committee recognized at the retreat that providing staff support to monthly meetings of the Committee was competing with staff time needed to implement the TCMP and is recommending an updated structure for regional climate actions.

The new model is composed of three groups, a multijurisdictional staff team, an elected official team, and a community group.

The staff team meets monthly and is the primary implementer of climate actions. Over the past year, this group has proven to work well together to implement regional climate actions and as a support group where individual jurisdictional actions can be shared and coordinated. Because not every individual jurisdiction is at the same place in climate implementation (Lacey, for example, adopted the CR2 Strategies and has implemented most of the actions identified in that early climate action plan), the opportunity to coordinate may be with 2 or 3 of the jurisdictions.

The community group will meet monthly and will act as a sounding board for jurisdictional staff as we develop individual and regional implementation measures.

The elected official team will meet quarterly as a communication pathway back to the jurisdictional policy makers, to keep up to date on implementation process, and to create support for region wide initiatives and actions.

The draft ILA is also between the jurisdictional partners and Thurston Regional Planning Council, which will continue to provide staff support to the elected official team and community group, organize an annual retreat, and will continue to monitor and assess progress in climate mitigation. This monitoring includes the greenhouse gas inventory, a contribution analysis, a public facing report, and website and dashboard.

ADVANTAGES:

1. Annual budget will only include ongoing activities through TRPC.
2. Joint climate action projects easier to develop between jurisdictional partners, as appropriate.
3. Acknowledges some jurisdictions have already implemented some climate actions.

DISADVANTAGES:

1. Perceived loss of the ability of the public to hold jurisdictions 'accountable' for implementing climate actions.

**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, and with Thurston Regional Planning Council for related
annual administrative tasks**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature below (which is the “effective date”) 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; and

WHEREAS, the County and cities wish to contract with the Thurston Regional Planning Council (TRPC), given TRPC’s mission and staff expertise, for annual administrative tasks to support regional efforts to implement 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 annual administrative support tasks provided by TRPC.

II. Thurston Climate Mitigation Collaborative

The Thurston Climate Mitigation Collaborative (Collaborative) is a consortium of local government Parties 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 Elected Official Workgroup, a Staff Workgroup, 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. **Elected Official Workgroup (“EOW”).** Consists of an appointed policymaker representative and alternate from each of the Parties. The EOW meets quarterly to share information on local climate mitigation activity, review progress toward achieving emissions targets, and build partnerships to support implementation of the TCMP.
- iii. **Staff Workgroup (“SW”).** Consists of staff representatives from each of the Parties. The SW 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 SW, 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 SW 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 Parties intend to work together to coordinate climate mitigation action to the greatest extent possible. 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 will require a separate agreement.
- ii. **Annual Climate Mitigation Retreat.** The SW, CAW, and EOW 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 agenda will include the following:
 - a. Jurisdiction updates on past and planned climate mitigation activities
 - b. A discussion of potential regional items for focus over the following year
- iii. **Monitoring and Assessment.** To provide accountability on progress toward achieving regional climate targets, the Parties shall develop and maintain a monitoring and assessment program that tracks and reports on climate mitigation activities and outcomes. The monitoring and assessment program will include the following:
 - a. An annual greenhouse gas inventory.
 - b. An annual progress report.
 - c. A website and dashboard.

- iv. **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 SW and CAW, approved by the EOW, and adopted by the Parties. The SW 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 to the costs of updating the plan.
 - v. **Administrative Support.** This Agreement serves as a contract between the Parties and TRPC for the annual delivery of two standing Administrative Tasks to support ongoing regional implementation of the TCMP. Each year, the Parties will approve a scope of work and budget for TRPC to complete the following tasks for the subsequent calendar year. A scope of work describing these activities is included in Exhibit B.
 - a. **Task 1: Workgroup Coordination.**
 - i. Convene and facilitate up to 12 CAW meetings per year.
 - ii. Convene and facilitate up to 4 EOW meetings per year. May convene and facilitate additional EOW meetings to review proposed amendments to the TCMP.
 - iii. Convene and facilitate the Annual Climate Mitigation Retreat.
 - b. **Task 2: Monitoring and Assessment.**
 - i. Conduct an annual Greenhouse Gas Inventory.
 - ii. Produce an annual progress report.
 - iii. Maintain a climate mitigation dashboard.
- V. **Funding and In-kind Commitment**
- i. **Base Funding.** Each Party shall contribute an equal share of funds sufficient for the execution of the Administrative Tasks as described in Exhibit B and future Thurston Climate Mitigation Plan Updates.

The prorated budget for execution of Administrative Tasks for April 2023 - December 2023 is included in Exhibit B.

In subsequent years, TRPC will provide a proposed budget for approval by the Parties, by no later than July 1, for the subsequent calendar year. 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 year.
 - 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 SW.
 - b. Elected official participation in the EOC.
 - c. Completion of periodic status 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 **April 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: Joshua Cummings, Community Planning and Economic Development Director
Re: Climate Plan Implementation
2000 Lakeridge Dr. SW
Olympia, WA 98502

CITY OF OLYMPIA

Attn: Pamela Braff, Climate Program Manager
Re: Climate Plan Implementation
P.O. Box 1967
Olympia, WA 98507-1967

CITY OF LACEY

Attn: Rick Walk, Community Development Director

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 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 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>Debbie Sullivan, Mayor 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 2000 Lakeridge Drive SW Olympia, WA 98502</p> <hr/> <p>Ramiro Chavez, County Manager Date</p>	<p>THURSTON COUNTY 2000 Lakeridge Drive SW Olympia, WA 98502</p> <hr/> <p>Jon Tunheim, Prosecuting Attorney Date</p>