



**LACEY CITY COUNCIL
WORKSESSION
THURSDAY, FEBRUARY 11, 2021
4:00 P.M.
REMOTE ATTENDANCE**

To comply with Governor Inslee's Proclamation 20-28, the City Council Worksession will be conducted remotely, not in-person. However, you may view the Council meeting by watching live through Zoom:

Link: <https://us02web.zoom.us/j/81272891885>

The public may also listen to the meeting via telephone by dialing toll-free:

(888) 788-0099 or (877) 853-5247 - when prompted enter Webinar ID **812 7289 1885**
press # (participant ID not required)

AGENDA

- 4:00** **DRAFT LETTER REQUESTING THE IMPLEMENTATION OF THE WASHINGTON STATE ENERGY CODE BEGIN JULY 1, 2021**
*CITY COUNCIL
(DISCUSSION)*
- 4:30** **REVIEW AMENDED ANIMAL SERVICES INTERLOCAL AGREEMENT**
*SARAH HOCK, ANIMAL SERVICES EXECUTIVE DIRECTOR
(STAFF REPORT)*
- 5:00** **REGIONAL CLIMATE ACTION PLAN – PHASE 3 INTERLOCAL AGREEMENT**
*RICK WALK, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
JESSICA BRANDT, ASSOCIATE PLANNER
(STAFF REPORT)*
- TBD EXECUTIVE SESSION**
CURRENT LITIGATION PER RCW 42.30.110(1)(i)
- TBD ADJOURN**



CITY COUNCIL
ANDY RYDER
Mayor
CYNTHIA PRATT
Deputy Mayor

LENNY GREENSTEIN
MICHAEL STEADMAN
CAROLYN COX
ED KUNKEL
MALCOLM MILLER

February xx, 2021

The Honorable Jay Inslee,
Governor of Washington
Office of the Governor
PO Box 40002
Olympia, WA 98504-0002

CITY MANAGER
SCOTT SPENCE

Dear Governor Inslee,

RE: DECISION TO REPEAL BUILDING & ENERGY CODE IMPLEMENTATION BACK TO FEBRUARY 1, 2021

The Lacey City Council requests reconsideration of the implementation date of the 2018 Washington State Building and Energy Codes from February 1, 2021, to July 1, 2021. As you know, this was the original recommendation of the State Building Code Council.

It is estimated that the 2018 energy code alone will add \$10,000 - \$30,000 to the cost to new homes after February 1, 2021. In Lacey, the need for affordable housing is more significant than ever. Unfortunately several factors are working against those efforts. The City recognizes that the new energy code will provide cost relief and utility savings long-term. However, the extra cost associated with the implementation of the 2018 energy code has short-term cost impacts to our residents purchasing new homes. Additionally, these projected cost increases to new home construction do not align with the current economic uncertainty caused by COVID-19.

Just as important, municipal building departments can take this additional time to provide clarity and guidance to the building community and new homeowners trying to navigate and adapt the new energy code requirements into their individual projects.

The Lacey City Council appreciates your review and consideration of changing the implementation date of the Washington State Building and Energy Codes to July 1, 2021, as recommended by the State Building Code Council.

Respectfully,

Andy Ryder
Mayor of Lacey



LACEY CITY WORKSESSION
February 11, 2021

SUBJECT: Amended Animal Services Intergovernmental Agreement

RECOMMENDATION: Review revised Animal Services Intergovernmental Agreement

STAFF CONTACT: Scott Spence, City Manager *SS*
Sarah Hock, Executive Director of Animal Service *SH*

ORIGINATED BY: Animal Services Department

ATTACHMENTS: 1. [Animal Services Intergovernmental Agreement – Final Version](#)
2. [Animal Services Intergovernmental Agreement – Redline Version](#)

FISCAL NOTE: None

PRIOR REVIEW: None

BACKGROUND:

The Joint Animal Services Commission (JASCOM) recommends the adoption of the amendments to the Intergovernmental Agreement, the document that regulates the operation of Joint Animal Services. The last time the document was updated was in 2014.

In November 2020, JASCOM reviewed and recommended changes to the Intergovernmental Agreement. It is important to note that the basic document is unchanged except for updates to language and revisions necessary to reflect the changes recommended to ensure Animal Services operations are optimal.

There are four changes of note in this agreement:

1. **Section 3 (a) (5)** - In reference to the members of the governing body known as JASCOM.

One optional member selected by a nonprofit organization based in Thurston County with shared animal welfare priorities. Such nonprofit shall be selected by members of the commission.

2. **Section 3. (f) (6)** – In reference to powers and duties of the commission.

License fees shall be established by JASCOM.

3. **Section 7 (c)** – In reference to the jurisdictions responsibility to pay off the loan obtained for the current shelter facility.

This section was removed. The loan for the building and renovation has been repaid.

4. **Section 8** – In reference to the commission’s ability to contract with other parties to provide services.

Animal Services can provide services to nonmembers through a contract. Revenue received for such services cannot be less than the cost to provide such services. JASCOM shall approve all nonmember contracts related to additional services.

The Intergovernmental Agreement is being reviewed by the other partner jurisdictions (i.e., Thurston County and the cities of Olympia and Tumwater). Once this process is complete, a final Intergovernmental Agreement will be forwarded to a future Lacey City Council meeting for adoption.

ADVANTAGES:

1. Amendments would allow JASCOM to add a member from the nonprofit community to provide an additional voice and perspective to Joint Animal Services activities.
2. Having JASCOM set fees rather than the jurisdictions is more efficient and would allow for JASCOM to assess fees annually.
3. Since the jurisdictions have repaid the loan for the building, it removes unnecessary language.
4. Revisions will allow JASCOM to contract with other parties to provide animal sheltering and humane law enforcement services.

DISADVANTAGES:

1. None foreseen.

**INTERGOVERNMENTAL AGREEMENT
FOR
JOINT ANIMAL SERVICES OPERATIONS**

THIS AGREEMENT is made and executed on the date of the last authorizing signature thereto, by and between the City of Lacey, Washington; the City of Olympia, Washington; the City of Tumwater, Washington; and Thurston County, Washington; all of which are organized under the laws of the State of Washington, witnesseth:

WHEREAS, the parties hereto have determined that it would be to the benefit of the citizens within their respective jurisdictions to continue the joint operation of an animal shelter and the conduct of animal protection and control activities pursuant to a new Agreement; and

WHEREAS, the Interlocal Cooperation Act contained in RCW 39.34 authorizes local governments such as the parties to this Agreement to contract for the joint conduct of activities which each of the parties is authorized to perform,

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. Purpose of Agreement.

The purposes of this Agreement are:

- a. To formalize a process whereby animal protection and control activities can be provided for the parties.
- b. To establish the mechanism whereby joint operation of animal shelter facilities can proceed in a cost effective manner.
- c. To establish a policy making body called a Joint Animal Services Commission (hereinafter "Commission").

2. Basic Services.

Services to be provided include, but are not limited to, the following:

- a. Operation and maintenance of animal shelter and impound facilities for all dogs, cats, and other pet animals as defined in RCW 16.70.020 and other animals that require humane care. The service will be for animals brought to the shelter by their owners or caretakers for humane disposition as well as for animal protection and control actions authorized or ordered by the parties to this Agreement.

Shelter operations shall also include the adoption of animals, Spay/Neuter of adopted animals, and public education related to pet ownership.

- b. Additional services rendered to individual parties to this Agreement may also include:
 - (1) Humane enforcement of animal control laws;
 - (2) Licensing of animals;
 - (3) Securing aid for injured animals;

3. Joint Animal Services Commission.

- a. This Agreement establishes a policy-making body to be known as the Joint Animal Services Commission (JASCOM) which shall consist of the following members:
 - (1) One member of the Board of County Commissioners of Thurston County or designated alternate;
 - (2) One elected official of each of the cities of Olympia, Lacey, and Tumwater or designated alternate;
 - (3) One member who is a licensed veterinarian residing or practicing veterinary medicine within Thurston County. Such member shall be appointed by the other members of the Commission; and
 - (4) One member selected by the Thurston County Humane Society from the membership of its Board.
 - (5) One optional member selected by a nonprofit organization based in Thurston County with shared animal welfare priorities. Such nonprofit shall be selected by members of the commission.
- b. Voting. Each member on the Commission shall have one vote and a voice in all Commission business except budget matters. Only the representatives of parties to this Agreement shall vote on budget matters.
- c. Officers. Commission members shall select the chair and such other officers as deemed necessary for the efficient conduct of business.
- d. Meetings. The Commission shall be responsible to fix a time and place for its meetings.

- e. Rules and Procedures. The Commission shall adopt the rules and procedures it deems required for the proper and efficient conduct of its business.
- f. Powers and Duties. The Commission shall have the following powers and duties:
 - (1) Set policy for the management and operation of the animal shelter and animal protection and control activities.
 - (2) Submit budget recommendations to the participating jurisdictions for action.
 - (3) If a participating jurisdiction is unable to pay its full share of the budget, the Commission will consider the following:
 - (a) The field services provided to that jurisdiction shall be reduced for such jurisdiction to a level commensurate with its payments, or
 - (b) The assessment for each participating member shall be proportionately reduced, or
 - (c) The remaining jurisdictions may choose to pay proportionately more than their share to assure that all programs will be funded.
 - (d) The Commission shall recommend to the jurisdictions which option shall be followed.
 - (e) In any case, the proportionate share of the budget for shelter services as set forth in Section 5b (1) (b) shall be paid by each member.
 - (4) Ensure that the budget appropriation approved by each jurisdiction is submitted to the City of Lacey for inclusion in that City's annual budget.
 - (5) Set fees and charges for services related to the animal shelter and animal protection and control activities.
 - (6) License fees shall be established by JASCOM.

- (7) Consult with and advise the City of Lacey in the City's appointment, management review, discipline and termination of the Director.

4. Administrative Services.

The City of Lacey is hereby designated as the agency with authority and responsibility for providing any and all administrative services required, that are related to the operation of the animal shelter and the provision of animal protection and control services. The administrative services to be performed by the City of Lacey include but are not limited to the following:

- a. Act as custodian of the Joint Animal Services Fund created by this Agreement.
- b. Incorporate in its annual budget the budget for the Joint Animal Services Fund as approved by the parties to this Agreement.
- c. Maintain accounting for all activities of the animal shelter and animal control services in accordance with the requirements of the Washington State Auditor.
- d. Provide general and automobile liability insurance covering the operation of the animal shelter and the conduct of all animal protection and control activities. Such insurance shall, at a minimum, be for one million dollars (\$1,000,000.00) per incident. The City of Lacey shall further indemnify and hold harmless the other parties and defend any claims for personal injury or property damage arising out of the City of Lacey's management of the animal shelter and conduct of animal protection and control activities. However, the City of Lacey shall not indemnify, hold harmless, or defend against any claims arising out of the negligence of another party to this Agreement or out of activities solely within such party's control. The City of Lacey may fulfill its obligation to insure by participating in the Washington Cities Insurance Association.
- e. Be responsible for recruitment, hiring, evaluation, setting of salary, discipline and termination of the Director. The City of Lacey shall consider the advice of the Commission in performing this responsibility.
- f. In consultation with the Director, recruit, hire, discipline and terminate Animal Services employees.
- g. Provide direction to and monitor performance of the Director to assure compliance with policies of the Commission and the City of Lacey.

- h. Maintain the Director and other Animal Services employees as employees of the City of Lacey.
- i. Be responsible for administration of all appeals of potentially dangerous and/or dangerous dog declarations, including the hiring, supervising, scheduling and setting of compensation for the animal services hearing examiner.

5. Finance.

In order to provide funds for the acquisition of the joint facilities and the operation and maintenance of such facilities and the providing of animal protection and control services within the boundaries of governmental jurisdictions which are parties to this Agreement, it is agreed as follows:

- a. There shall be maintained a special fund of the City of Lacey, known as the Joint Animal Services Fund, into which revenues received from the parties to this Agreement shall be deposited. This fund shall be part of the City of Lacey annual budget and administered in accordance with City budget regulation and guidelines. Expenditures from the fund shall be made only for animal shelter and animal protection and control activities, including the actual administrative costs and overhead of the City incurred pursuant to its obligations and set forth herein.
- b. Each of the parties to this Agreement shall pay into the Joint Animal Services Fund for animal shelter and animal protection and control activities as follows:
 - (1) Each party will pay an assessment to cover the costs of the animal shelter and animal protection and control activities based upon the following criteria:
 - (a) Animal protection and control activities (field services) shall be funded as follows:
 - (i) Field Services shall be borne by the party by a per-capita basis. If a jurisdiction is unable to pay on a per-capita basis, then said jurisdiction shall pay for the actual cost of field services based upon the number of field services personnel, equipment, materials, and supplies allocated to said jurisdiction's field service needs as agreed to by jurisdiction and JASCOM
 - (ii) Remaining jurisdictions shall be responsible for the remainder of the field services program costs,

calculated after said jurisdiction(s)'s field service expense is deducted from the total field services program. The expense shall be distributed among the remaining jurisdictions on a per capita basis.

The cost of general services, shelter activities, and the licensing program shall be borne by the parties on a per capita basis.

- (c) The cost of any loan repayment shall be born on a per-capita basis by the jurisdictions. Debt will not be incurred without consent of the legislative bodies of the signed agreement,
- (d) Per capita calculations shall be determined by using the most current population records published by the Washington State Office of Financial Management.
- (e) Units of special services for pet shop inspection and enforcement will be charged to the jurisdiction in which service is provided.

(2) Each party shall receive credit for revenue received from the sale of licenses, redemption of animals and adoption of animals. This credit shall be reflected when calculating annual assessments for service.

(3) In the event that more revenue is received during a fiscal period than was planned to be available, the additional amount shall be deposited into the Joint Animal Services Fund. JASCOM shall develop policies and procedures to allocate revenue within the fund.

(4) Each party shall pay one-twelfth of the annual assessment to the City of Lacey for deposit into the Joint Animal Services Fund within 30 days of receiving a request for payment from the Lacey Finance Department.

6. Access to records.

Duly authorized representatives of the parties to this Agreement shall have the right to inspect the records of the Joint Animal Services Commission and the books of accounts and records relating to animal protection and control and the Joint Animal Services Fund of the City of Lacey at any reasonable time.

7. Joint Use of Property.

- a. All property and/or equipment presently owned and all property and/or equipment hereinafter acquired with the approval of the Joint Animal Services Commission to be used for animal shelter or control purposes, shall be considered joint facilities, the title to which shall be held by the City of Lacey for the benefit of and on behalf of all parties to this Agreement.
- b. Upon termination of this Agreement by all parties, each party may recover the portion of the existing joint facilities in an amount which represents its contribution to the purchase of property and/or equipment used for the purposes for which this Agreement is promulgated.

8. Addition to Services to nonmembers

Animal Services can provide services to nonmembers through a contract. Revenue received for such services cannot be less than the cost to provide such services. JASCOM shall approve all nonmember contracts related to additional services.

9. Terms for Default.

In the event that one party to this Agreement fails to perform any of the obligations or provisions hereof, then the other parties to this Agreement may, by written notice, terminate, in whole or in part, the defaulting party's participation in this Agreement.

10. Arbitration.

In the event of a dispute between any of the parties to this Agreement relating to the construction of this Agreement or animal control or animal shelter services rendered pursuant to this Agreement, such dispute shall be settled by arbitration in conformity with the provisions of Chapter 7.04 RCW.

11. Term.

The term of this Agreement shall continue until the parties by unanimous agreement vote to terminate it. A party may withdraw from this agreement only after any and all loans secured for the purchase, remodeling and development of animal shelter facilities located on the real property described in Exhibit A attached hereto have been fully paid and after providing to all other parties twelve (12) months advance written notice of the intent to withdraw. Provided, however, withdrawal may be allowed upon unanimous agreement of all parties, which agreement shall provide the means by which any such outstanding loans are to be

paid and the necessary covenants and commitments therefor. The withdrawal of one party from this Agreement shall not terminate the Agreement.

12. Severability.

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

13. Review of Agreement.

The terms and conditions of this Agreement shall be reviewed periodically by the Commission for appropriateness and currency.

14. Amendments.

Any addition, deletion or change to the terms and conditions of this Agreement shall be in the form of a written amendment approved by each of the parties.

15. Governing Law.

This contract shall be governed in all aspects by the laws and statutes of the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

16. Supersedes Prior Agreements.

This Agreement supersedes all prior agreements between these parties on the same subject matter.

CITY OF OLYMPIA

CITY OF LACEY

By: _____
Dated: _____

By: _____
Dated: _____

Approved as to form:

Olympia City Attorney

Lacey City Attorney

CITY OF TUMWATER

THURSTON COUNTY

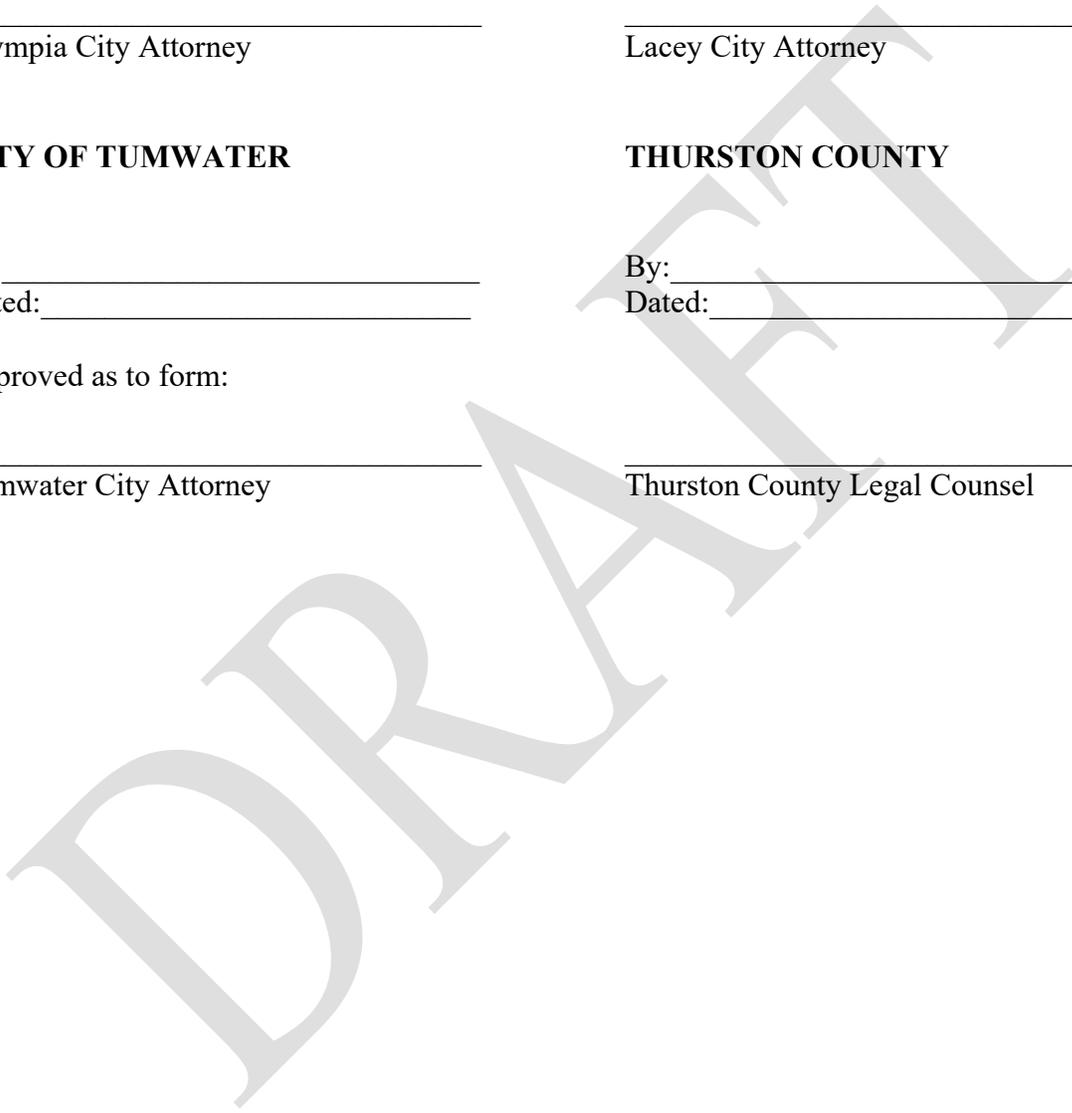
By: _____
Dated: _____

By: _____
Dated: _____

Approved as to form:

Tumwater City Attorney

Thurston County Legal Counsel



**INTERGOVERNMENTAL AGREEMENT
FOR
JOINT ANIMAL SERVICES OPERATIONS**

THIS AGREEMENT is made and executed on the date of the last authorizing signature thereto, by and between the City of Lacey, Washington; the City of Olympia, Washington; the City of Tumwater, Washington; and Thurston County, Washington; all of which are organized under the laws of the State of Washington, witnesseth:

WHEREAS, the parties hereto have determined that it would be to the benefit of the citizens within their respective jurisdictions to continue the joint operation of an animal shelter and the conduct of animal protection and control activities pursuant to a new Agreement; and

WHEREAS, the Interlocal Cooperation Act contained in RCW 39.34 authorizes local governments such as the parties to this Agreement to contract for the joint conduct of activities which each of the parties is authorized to perform,

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. Purpose of Agreement.

The purposes of this Agreement are:

- a. To formalize a process whereby animal protection and control activities can be provided for the parties.
- b. To establish the mechanism whereby joint operation of animal shelter facilities can proceed in a cost effective manner.
- c. To establish a policy making body called a Joint Animal Services Commission (hereinafter "Commission").

2. Basic Services.

Services to be provided include, but are not limited to, the following:

- a. ~~a.~~ Operation and maintenance of animal shelter and impound facilities for all dogs, cats, and other pet animals as defined in RCW 16.70.020 and other animals that require humane care. The service will be for animals brought to the shelter by their owners or caretakers for ~~disposal~~ humane disposition as well as for animal protection and control actions authorized or ordered by the parties to this Agreement.

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Shelter operations shall also include the adoption of animals, Spay/Neuter of adopted animals, and public education related to pet ownership.

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b. Additional sServices rendered to ~~the extent contracted for by the~~ individual parties to this Agreement may also, including:

- (1) Humane enforcement of animal control laws;
- (2) Licensing of animals;
- (3) Securing aid for injured animals;
- ~~(4) An adoption program for homeless animals;~~
- ~~(5) Spay/neuter of animals to be adopted; and~~
- ~~(6) Public education in the areas of responsible pet ownership and the interaction between humans and other animals.~~

3. Joint Animal Services Commission.

a. This Agreement establishes a policy-making body to be known as the Joint Animal Services Commission (JASCOM) which shall consist of the following members:

- (1) One member of the Board of County Commissioners of Thurston County or designated alternate;
- (2) One elected official of each of the cities of Olympia, Lacey, and Tumwater or designated alternate;
- (3) One member who is a licensed veterinarian residing or practicing veterinary medicine within Thurston County. Such member shall be appointed by the other members of the Commission; and
- (4) One member selected by the Thurston County Humane Society from the membership of its Board.

~~(5) One optional member selected by a nonprofit organization based in Thurston County with shared animal welfare priorities. Such nonprofit shall be selected by members of the commission.~~

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b. Voting. Each member on the Commission shall have one vote and a voice in all Commission business except budget matters. Only the representatives of parties to this Agreement shall vote on budget matters.

- c. Officers. Commission members shall select the chair and such other officers as deemed necessary for the efficient conduct of business.
- d. Meetings. The Commission shall be responsible to fix a time and place for its meetings.
- e. Rules and Procedures. The Commission shall adopt the rules and procedures it deems required for the proper and efficient conduct of its business.
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 - (1) Set policy for the management and operation of the animal shelter and animal protection and control activities.
 - (2) Submit budget recommendations to the participating jurisdictions for action.
 - (3) If a participating jurisdiction is unable to pay its full share of the budget, the Commission will consider the following:
 - (a) The field services provided to that jurisdiction shall be reduced for such jurisdiction to a level commensurate with its payments, or
 - (b) The assessment for each participating member shall be proportionately reduced, or
 - (c) The remaining jurisdictions may choose to pay proportionately more than their share to assure that all programs will be funded.
 - (d) The Commission shall recommend to the jurisdictions which option shall be followed.
 - (e) In any case, the proportionate share of the budget for shelter services as set forth in Section ~~5b(1)(b)~~ (b) shall be paid by each member.
 - (4) Ensure that the budget appropriation approved by each jurisdiction is submitted to the City of Lacey for inclusion in that City's annual budget.
 - (5) Set fees and charges for services related to the animal shelter and animal protection and control activities.

(6) License fees shall be established by JASCOM.

(67) Consult with and advise the City of Lacey in the City's appointment, management review, discipline and termination of the Director.

4. Administrative Services.

The City of Lacey is hereby designated as the agency with authority and responsibility for providing any and all administrative services required, that are related to the operation of the animal shelter and the provision of animal protection and control services. The administrative services to be performed by the City of Lacey include but are not limited to the following:

- a. Act as custodian of the Joint Animal Services Fund created by this Agreement.
- b. Incorporate in its annual budget the budget for the Joint Animal Services Fund as approved by the parties to this Agreement.
- c. Maintain accounting for all activities of the animal shelter and animal control services in accordance with the requirements of the Washington State Auditor.
- d. Provide general and automobile liability insurance covering the operation of the animal shelter and the conduct of all animal protection and control activities. Such insurance shall, at a minimum, be for one million dollars (\$1,000,000.00) per incident. The City of Lacey shall further indemnify and hold harmless the other parties and defend any claims for personal injury or property damage arising out of the City of Lacey's management of the animal shelter and conduct of animal protection and control activities. However, the City of Lacey shall not indemnify, hold harmless, or defend against any claims arising out of the negligence of another party to this Agreement or out of activities solely within such party's control. The City of Lacey may fulfill its obligation to insure by participating in the Washington Cities Insurance Association.
- e. Be responsible for recruitment, hiring, evaluation, setting of salary, discipline and termination of the Director. The City of Lacey shall consider the advice of the Commission in performing this responsibility.
- f. In consultation with the Director, recruit, hire, discipline and terminate Animal Services employees.

Commented [SH2]: WCIA says that this is sufficient coverage

- g. Provide direction to and monitor performance of the Director to assure compliance with policies of the Commission and the City of Lacey.
- h. Maintain the Director and other Animal Services employees as employees of the City of Lacey.
- i. Be responsible for administration of all appeals of potentially dangerous and/or dangerous dog declarations, including the hiring, supervising, scheduling and setting of compensation for the animal services hearing examiner.

5. Finance.

In order to provide funds for the acquisition of the joint facilities and the operation and maintenance of such facilities and the providing of animal protection and control services within the boundaries of governmental jurisdictions which are parties to this Agreement, it is agreed as follows:

- a. There shall be maintained a special fund of the City of Lacey, known as the Joint Animal Services Fund, into which revenues received from the parties to this Agreement shall be deposited. This fund shall be part of the City of Lacey annual budget and administered in accordance with City budget regulation and guidelines. Expenditures from the fund shall be made only for animal shelter and animal protection and control activities, including the actual administrative costs and overhead of the City incurred pursuant to its obligations and set forth herein.
- b. Each of the parties to this Agreement shall pay into the Joint Animal Services Fund for animal shelter and animal protection and control activities as follows:
 - (1) Each party will pay an assessment to cover the costs of the animal shelter and animal protection and control activities based upon the following criteria:
 - (a) Animal protection and control activities (field services) shall be funded as follows:
 - (i) Field Services shall be borne by the party by a per-capita basis. If a jurisdiction is unable to pay on a per-capita basis, then said jurisdiction shall pay for the actual cost of field services based upon the number of field services personnel, equipment, materials, and supplies allocated to said jurisdiction's field service needs as agreed to by jurisdiction and JASCOM

Commented [SH3]: Consider different word?

~~Thurston County shall pay for the actual cost of field services based upon the number of field services personnel, equipment, materials, and supplies allocated to Thurston County's field service needs as agreed to by Thurston County and JASCOM.~~

(ii) ~~Lacey, Olympia and Tumwater~~Remaining jurisdictions shall be responsible for the remainder of the field services program costs, calculated after ~~Thurston County's said jurisdiction(s)'s~~ field service expense is deducted from the total field services program. The expense shall be distributed among the ~~three jurisdictions~~remaining jurisdictions on a per capita basis.

~~(b)~~ —

The cost of general services, ~~loan repayment (debt retirement)~~, shelter activities, and the licensing program shall be borne by the parties on a per capita basis.

~~(c)~~ The cost of any loan repayment shall be born on a per-capita basis by the jurisdictions. Debt will not be incurred without consent of the legislative bodies of the signed agreement.

~~(e)~~ Per capita calculations shall be determined by using the most current population records published by the Washington State Office of Financial Management.

~~(d)~~ Units of special services for pet shop inspection and enforcement will be charged to the jurisdiction in which service is provided.

(2) Each party shall receive credit for revenue received from the sale of licenses, redemption of animals and adoption of animals. This credit shall be reflected when calculating annual assessments for service.

(3) In the event that more revenue is received during a fiscal period than was planned to be available, the additional amount shall be deposited into the Joint Animal Services Fund. JASCOM shall develop policies and procedures to allocate revenue within the fund. ~~Such revenue may form the basis for a budget amendment upon recommendation of the Commission. Funds remaining at the end of a fiscal year shall be budgeted for the ensuing fiscal year as~~

Commented [SH4]: We can add additional language "to include operating reserves, contingency fund, or similar purposes." But would prefer to keep it flexible.

~~cash carry forward. The availability of such cash carry forward for budgeting shall be reflected in the charges assessed for shelter operation, subject to the establishment of a reasonable budgeted contingency fund by action of the Commission and the City of Lacey.~~

- (4) Each party shall pay one-twelfth of the annual assessment to the City of Lacey for deposit into the Joint Animal Services Fund within 30 days of receiving a request for payment from the Lacey Finance Department.

6. Access to records.

Duly authorized representatives of the parties to this Agreement shall have the right to inspect the records of the Joint Animal Services Commission and the books of accounts and records relating to animal protection and control and the Joint Animal Services Fund of the City of Lacey at any reasonable time.

7. Joint Use of Property.

- a. All property and/or equipment presently owned and all property and/or equipment hereinafter acquired with the approval of the Joint Animal Services Commission to be used for animal shelter or control purposes, shall be considered joint facilities, the title to which shall be held by the City of Lacey for the benefit of and on behalf of all parties to this Agreement.
- b. Upon termination of this Agreement by all parties, each party may recover the portion of the existing joint facilities in an amount which represents its contribution to the purchase of property and/or equipment used for the purposes for which this Agreement is promulgated.
- c. ~~Nothing in this Agreement shall modify the obligation and covenant of each of the parties to repay the loan secured for the purchase, remodeling, and development of the animal shelter facilities located at 3120 Martin Way, Olympia, Washington, in accordance with the payment formula set forth in Paragraph 5b(1)(b) of this Agreement, all as set forth in Section I of Addendum to and Amendment of Intergovernmental Agreement for Joint Animal Services Operations dated October 2, 1997 and amended December 19, 2002. The covenant and agreement set forth in such section shall continue in effect notwithstanding the replacement of the Intergovernmental Agreements for Joint Animal Services Operations dated November 16, 1992 and December 19, 2002, by this Agreement.~~

Commented [SH5]: Should this be amended to reflect that the building is paid off? Should we add language about incurring debt and tie it into the land?

8. Admission of New Parties to the Agreement. Addition to Services to nonmembers

Animal Services can provide services to nonmembers through a contract. Revenue received for such services cannot be less than the cost to provide such services. JASCOM shall approve all nonmember contracts related to additional services.

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Commented [SH6]: Language to reflect the ability to contract services

~~Additional or new parties to this Agreement may be included in the following manner:~~

- ~~a. Potential party agrees to be committed to the terms and conditions of this Agreement for the purposes for which this Agreement is promulgated.~~
- ~~b. Potential party agrees to pay the pro rated share of the cost of service based upon the month it becomes a party to this Agreement, in accordance with the provisions of Paragraph 5, or based on the actual cost of service, whichever the Commission deems more appropriate at the time of application.~~
- ~~e. Potential party approved by the Joint Animal Services Commission by majority vote at a regular Commission meeting.~~
- ~~d. Evidence of the addition of a new party shall take the form of a written amendment to this Agreement.~~

9. Terms for Default.

In the event that one party to this Agreement fails to perform any of the obligations or provisions hereof, then the other parties to this Agreement may, by written notice, terminate, in whole or in part, the defaulting party's participation in this Agreement.

10. Arbitration.

In the event of a dispute between any of the parties to this Agreement relating to the construction of this Agreement or animal control or animal shelter services rendered pursuant to this Agreement, such dispute shall be settled by arbitration in conformity with the provisions of Chapter 7.04 RCW.

11. Term.

The term of this Agreement shall continue until the parties by unanimous agreement vote to terminate it. A party may withdraw from this agreement only after any and all loans secured for the purchase, remodeling and development of animal shelter facilities located on the real property described in Exhibit A attached hereto have been fully paid and after providing to all other parties twelve

(12) months advance written notice of the intent to withdraw. Provided, however, withdrawal may be allowed upon unanimous agreement of all parties, which agreement shall provide the means by which any such outstanding loans are to be paid and the necessary covenants and commitments therefor. The withdrawal of one party from this Agreement shall not terminate the Agreement.

12. Severability.

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

13. Review of Agreement.

The terms and conditions of this Agreement shall be reviewed periodically by the Commission for appropriateness and currency.

14. Amendments.

Any addition, deletion or change to the terms and conditions of this Agreement shall be in the form of a written amendment approved by each of the parties.

15. Governing Law.

This contract shall be governed in all aspects by the laws and statutes of the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

16. Supersedes Prior Agreements.

This Agreement supersedes all prior agreements between these parties on the same subject matter.

CITY OF OLYMPIA

CITY OF LACEY

By: _____
Dated: _____

By: _____
Dated: _____

Approved as to form:

Olympia City Attorney

Lacey City Attorney

CITY OF TUMWATER

THURSTON COUNTY

By: _____
Dated: _____

By: _____
Dated: _____

Approved as to form:

Tumwater City Attorney

Thurston County Legal Counsel

DRAFT



LACEY CITY WORKSESSION

February 11, 2021

SUBJECT: Regional Climate Action Plan – Phase 3 Interlocal Agreement

RECOMMENDATION: Receive staff briefing on an Interlocal Agreement between the City of Lacey, City of Olympia, City of Tumwater, Thurston County, and Thurston Regional Planning Council for Phase 3 of Regional Climate Mitigation Plan Regional Coordination

STAFF CONTACT: Scott Spence, City Manager *SS*
Rick Walk, Community and Economic Development Director *RW*
Ryan Andrews, Planning Manager *RA*
Jessica Brandt, Associate Planner *JB*

ORIGINATED BY: Community and Economic Development Department

ATTACHMENTS: 1. [Draft Interlocal Agreement and Scope of Work for Phase 3](#)

FISCAL NOTE: Phase 3 cost will total up to \$47,184
Phase 2 cost totaled \$43,750
Phase 1 cost totaled \$5,000

PRIOR REVIEW: January 21, 2021, City Council Meeting
December 10, 2020, City Council Worksession
September 3, 2020, City Council Worksession
September 1, 2020, Planning Commission
June 23, 2020, General Government Committee
December 12, 2019, City Council Worksession
October 1, 2019, Planning Commission
October 11, 2018, City Council Meeting
September 20, 2018, City Council Worksession
June 21, 2018, City Council Worksession
April 12, 2018, City Council Meeting
March 15, 2018, City Council Worksession

BACKGROUND:

The City Council signed an interlocal agreement with Thurston County, Olympia, and Tumwater in April 2018 to complete Phase 1 of a Regional Climate Mitigation Plan. Phase 1 focused on assessing existing policies and targets of each jurisdiction for gaps and consistencies, recommending a regional emissions target, identifying each jurisdictions

implemented mitigations actions to date, and recommend regional emissions reduction targets.

The recommended targets were adopted July 12, 2019. The targets are as follows:

- Achieve a 45% reduction of 2015 greenhouse gas levels by 2030.
- Achieve an 85% reduction of 2015 greenhouse gas levels by 2050.

Phase 1

Phase 1 adopted targets and produced a recommended scope of work for Phase 2, which included a public engagement strategy, assessment of actions sufficient to reach shared emissions targets, and implementation strategies. On October 11, 2018, the Council approved the ILA for Phase 2. In February 2019, TRPC hired a consultant team, Cascadia Consulting, to assist with Phase 2.

Phase 2

Phase 2 of the planning process, which started in early 2019 and has just concluded, included the following steps:

1. Develop steering committee and charter (January 2019)
2. Develop stakeholder advisory committee (February – March 2019)
3. Engage the general public and develop potential actions list (July – Sept 2019)
4. Assess potential actions and develop scenarios (September – June 2019)
5. Develop plan and strategies (March – July 2020)
6. Engage the general public (September 2020)
7. Accept plan and strategies (October – December 2020)

Phase 3

Phase 3 is a one-year agreement and scope of work that will focus on regional implementation options and approaches. This does not preclude jurisdictions from prioritizing and implementing actions individually. The agreement provides funds for Thurston Regional Planning Council staff to continue convening, researching, engaging, and monitoring as directed by partner jurisdictions. The major tasks in the scope of work include:

1. Convening a climate action implementation committee and multijurisdictional staff team
2. Supporting policy research
3. Developing a monitoring and assessment program
4. Conducting public outreach

The Planning Commission is continuing with the formal adoption process under their 2021 work program and following the Comprehensive Plan Amendment process. The Comprehensive Plan Amendment process includes staff work sessions with the Planning Commission where they will assist in prioritizing actions and engaging the public, and then hold a public hearing, and make a recommendation to Council in July 2021.

Regional implementation coordination will continue under the Phase 3 interlocal agreement and existing CR2 Plan, which is an appendix to the Environmental Element in the Comprehensive Plan, until the TCMP is formally adopted.

ADVANTAGES:

1. Long range targets based on the most current science and methodology for emissions reductions keep the City on a path to mitigating climate change for future generations.
2. Regional and local approaches are key to achieving a coordinated and collaborative response to climate mitigation.
3. The City and region will be better positioned to be more competitive for Federal and State funding sources with a plan in place that would allow for immediate implementation.

DISADVANTAGES:

1. The Climate Mitigation Plan requires strategic investment and long-term commitment as well as reprioritization of existing resources to implement the actions identified.
2. Successful implementation of the TCMP is dependent upon full participation from the community to change current practices and habits to meet targeted carbon reduction goals.

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, 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.

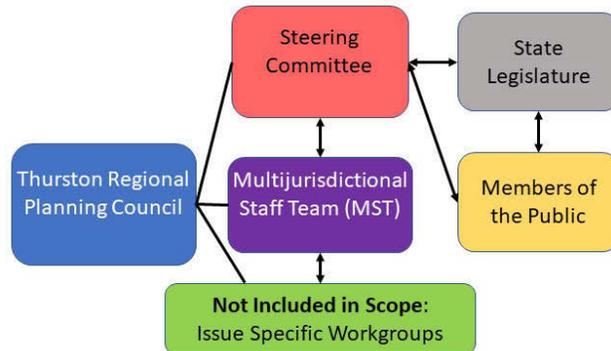
The Parties recognize that work remains to further define, hone, and prioritize the strategies and actions outlined in the Plan. Developing a more detailed strategy for implementation will be one of the first tasks of the Steering Committee, supported by the work of the MST. Through facilitation of the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