ORDINANCE NO. 2011-03-009

AN ORDINANCE RELATING TO THE 2011 BUDGET RECOGNIZING AWARD OF A NORTHWEST CLEAN AIR AGENCY GRANT TO ADVANCE OUR COMMUNITY’S EFFORTS REDUCING GREENHOUSE GAS EMISSIONS, AND APPROPRIATING $30,000.00 IN EXPENDITURES.

WHEREAS, the City has been notified that it will receive $30,000.00 in funding from the Northwest Clean Air Agency; and

WHEREAS, these funds will be used to reduce greenhouse gas emissions, improve government operations to be more environmentally sustainable including developing an implementation plan for electric car charging stations.

NOW, THEREFORE, THE CITY OF BELLINGHAM DOES ORDAIN:

The sum of $30,000.00 is hereby appropriated in the General Fund. The source of funding will be credited from:

| 001 | GENERAL FUND |
| 3 111 | EXECUTIVE MANAGEMENT |
| 001-3111114370701 | INTERLOCAL GRANTS, ETC. | $ 30,000.00 |

To be debited as follows:

| 001 | GENERAL FUND |
| 5 111 | EXECUTIVE MANAGEMENT |
| 114 | MISCELLANEOUS EXPENDITURES |
| 001-51111144994 | CITY SPONSORED PROGRAMS | $ 30,000.00 |
PASSED by the Council this **14**th day of **March** **,** 2011.

[Signature]

council President

APPROVED by me this **17**th day of **March** **,** 2011.

[Signature]

Mayor

ATTEST:

[Signature]

Finance Director

APPROVED AS TO FORM:

[Signature]

Office of the City Attorney

Published:

March 18, 2011

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GRANT AGREEMENT BETWEEN THE NORTHWEST CLEAN AIR AGENCY AND THE CITY OF BELLINGHAM, WASHINGTON

This Agreement is entered into between the Northwest Clean Air Agency (hereinafter referred to as the "Agency"), a municipal corporation of the laws of the State of Washington, and the City of Bellingham, 210 Lottie St., Bellingham, WA. 98225 (hereinafter referred to as "The City"), for the purposes and terms set forth in this Agreement.

I. RECITALS

WHEREAS, The City has requested project funding as set forth in Exhibit A, attached hereto, and by this reference fully incorporated herein; and
WHEREAS, The City is a Municipal Corporation in the State of Washington; and
WHEREAS, the Agency has allocated $30,000.00 in grant funds to The City to accomplish this project; and
WHEREAS, The City and the Agency agree that grant funds shall be used solely for this project; and
WHEREAS, it is in the interest of The City and the Agency to promote environmental protection; and
WHEREAS, The City and the Agency mutually agree that funding assistance from the Agency will further this interest.

II. AGREEMENT

NOW, THEREFORE, The City and the Agency agree as follows:

A. PURPOSE. The purpose of this Agreement is to establish procedures for payment by the Agency to The City in the amount of $30,000.00 to be used solely as set forth herein.

B. TERM. This Agreement shall remain in effect until June 30, 2012.

C. PAYMENT BY THE AGENCY. The Agency shall make a single payment, not later than February 28, 2011, in the amount of $30,000.00 to The City to be used solely for the purposes described and set forth in Exhibit A.

D. CERTIFICATION BY THE CITY. Not later than June 30, 2012, The City shall certify, in writing, to The Agency that all grant funds have been used in accordance with the commitments of The City set forth herein. In the event that a portion of the grant funds have not been so used and so certified, then The City shall remit such portion to the Agency not later than June 30, 2012.

E. HOLD HARMLESS/INDEMNIFICATION. To the extent legally permitted, each party shall indemnify and hold harmless the other party from and against any and all claims, actions, damages, liability, and expense, including, without limitation, reasonable attorney's fees, incurred as a result of such party's actions under this Agreement; provided that, if such claims, actions, damages, liability, or expense arise from concurrent negligence of two or more of the parties, including instances where this Agreement is subject to the provisions of RCW 4.24.115, then the obligation to indemnify under this Agreement shall be effective only to the extent of each party's own negligence. No party shall be required under this section to indemnify another for its sole negligence.

F. FINANCIAL RECORDS. The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect performance by The City of its' responsibilities as set forth herein. Records maintained for this Agreement will be retained for six (6)
years after expiration and shall be subject to inspection, review, or audit by personnel of The AGENCY, other personnel duly authorized by the AGENCY, and the Office of the State Auditor.

E. NOTICES. All notices hereunder may be hand delivered or mailed. If mailed, they shall be sent to the following respective addresses:

Northwest Clean Air Agency
Laura Curley
1600 S. 2nd Street
Mount Vernon, WA 98273

City of Bellingham
Mayors office
210 Lottie St.
Bellingham, WA. 98225

Or to such other respective addresses as either party hereto may hereafter designate in writing.

III. GENERAL PROVISIONS

A. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Washington.

B. AMENDMENTS/MODIFICATIONS. This Agreement may be amended or modified only by written Agreement of the parties.

C. ENTIRE AGREEMENT. This Agreement and attached Appendix contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

IN WITNESS HEREOF, the undersigned have, on the date set next to their signatures, executed this Agreement on behalf of the parties hereto.

NORTHWEST CLEAN AIR AGENCY

By: Mark Asmundson, Director
Date: 2/7/16

CITY OF BELLINGHAM

By: Dan Pike, Mayor
Date: __________
EXECUTED, this the 31st day of January, 2011, for the CITY OF BELLINGHAM:

[Signatures]

Departmental Approval:

[Signature]

Department Head

Attest:

[Signature]

Finance Director

Approved as to Form:

[Signature]

Office of the City Attorney
October 11, 2010

Mark Asmundson
Executive Director
N.W. Clean Air Agency
1600 S Second Street
Mt. Vernon, WA 98273

Dear Director Asmundson:

The City of Bellingham would like to partner with the Northwest Clean Air Agency (NWCAA) to advance our community’s efforts in reducing greenhouse gas emissions and expanding how our own government operations can become more environmentally sustainable overall. There are two components that we ask you to consider, with funding awarded for one of the two or a split-award to help us accomplish both.

The City’s Green Team Steering Committee solicits, receives, reviews, authorizes and/or partially funds proposals from City departments and city-community partner collaborations that will achieve outcomes relevant to the City Council’s Legacies and Strategic Commitments related to sustainability. The submitted project briefs are expected to directly produce GHG reductions, design other sustainability prototype projects or procedures that can be replicated by other departments, and/or leverage larger investments in community-wide initiatives. Last year, for example, NWCAA funded some of the development of the Community Energy Challenge undertaken with community partners and which has since leveraged some $4 million federal and other dollars in support of making local businesses and homes more energy efficient.

At present, the Steering Committee has before it proposals related to community solar, local hydro-electric power production using City water system infrastructure, completion of a green roof on a city facility, plans for reduction in sedimentation and other pollutant run-off from city parks into endangered water bodies, City building weatherization upgrades, citizen education initiatives related to conservation and others.

Proposal #1 in the amount of $15,000: Co-capitalize (with the City’s General Fund) the Green Team Steering Committee’s GHG Reduction/Sustainability Initiatives Fund for the Committee’s use in 2011 to advance one or more of the above listed initiatives. At the Committee’s discretion, the funds could be used in design/development of a project or as seed money for implementation that leverages other sources. We would send a semi-annual update to NWCAA of the projects made possible by the agency’s co-investment in the fund.
Proposal #2 in the amount of $15,000: Underwrite City code development/revisions, priority placement plan development and implementation of up to two electric car charging station(s) at one or more City-owned properties or planned urban village developments within Bellingham, as part of our readiness to plug in (all puns intended) to the State’s initiative to make the I-5 corridor electric vehicle-ready.

If both asks cannot be fully funded, we would request that Proposal #2 be fully funded and the remaining sum available to us be contributed to the Green Team Steering Committee’s initiatives fund (Proposal #1).

If you have any questions on any portion of our proposal, please do not hesitate to contact me.

Sincerely,

[Signature]

David R. Webster
Chief Administrative & Sustainability Officer