

Memorandum of Understanding
Climate Action Collaborative of the Eagle County Community

Statement of Purpose – The stakeholders of the Climate Action Collaborative (CAC) of the Eagle County Community, desire a formal collaborative structure to work together into the future respond to the goals and recommendations in the 2016 *Climate Action Plan for the Eagle County Community*. The stakeholders recognize that the mountain communities throughout Eagle County are bound together by a common geography, shared infrastructure, and a regional economy that is highly dependent on a cold winter climate and a healthy natural environment.

The stakeholders have articulated a shared vision to reduce greenhouse gas (GHG) emissions in alignment with the recommended targets in the 2016 *Climate Action Plan for the Eagle County Community* (25% by 2025 and 80% by 2050 from the 2014 Eagle County baseline inventory) and to collaborate on creating a vibrant, low carbon regional economy by transforming energy systems, buildings, transportation, waste management, and through coordinated education and outreach strategies. The stakeholders acknowledge that our mountain communities and organizations can do much individually, but can do far more together to shape and benefit from the low-carbon economy of the future. The stakeholders observe that the impacts of climate change include warmer and shorter winters, hotter and drier summers, drought, wildfire, extreme weather, and other impacts which threaten the natural environment, private and public property, economic and recreational resources, and public health and safety of our region.

Commitments – The signatories of this MOU commit to the following:

- A) **Leadership:** The signatories of this MOU (member stakeholders of the CAC) commit to demonstrate leadership in the mountain region of Colorado by providing a model for how decisive, coordinated local climate action contributes to robust regional economic growth and inspires collective action on GHG emissions that helps protect the natural environment, year-round economy, and overall community health and well-being.
- B) **Coordinated Policies and Programs:** The signatories of this MOU will strive to coordinate on policy goals and program outcomes that are aligned and complementary to reduce GHG emissions throughout all of the communities in Eagle County. Signatories will collaborate on adopting consistent standards, benchmarks, strategies, projects, and overall goals related to community-wide climate action.
- C) **Education and Outreach:** The signatories of this MOU will collaboratively develop, refine and utilize messaging and tools for climate action outreach to engage decision makers and the general public in GHG emission reductions activities. Signatories will share success stories, challenges, and other related information that supports and enhances GHG emission reduction efforts throughout the Eagle County community.
- D) **Measuring and Monitoring:** The signatories of the MOU commit to measuring and monitoring their annual GHG emissions and reporting back annually to the CAC in order to share collective

impacts and successes. An annual report on the collective impacts of the CAC will be provided in a written report and presentation to each signatory on an annual basis.

- E) Collaborative Participation and Representation:** The signatories of this MOU agree to work together to develop smart innovative ways to learn from one another and add value, efficiency and effectiveness to existing and future climate action initiatives which will minimize duplication of efforts, with the goal of reducing, not increasing, resource demands to achieve shared objectives. Each signatory will provide a designated representative to participate in quarterly collaborative meetings and additional working group meetings. Each representative will have one vote on decisions of the collaborative. Representatives will elect a chairperson and a co-chairperson to serve a three-year term to help guide and support governance of overall collaborative group.
- F) Financial Support:** The signatories of this MOU will provide an annual financial membership contribution to support: 1) overall collaborative strategy including project management and meetings, 2) technical energy efficiency and renewable energy services which directly benefit signatories' buildings and other infrastructure, and 3) coordinated education and outreach strategies to positively impact and engage the signatories constituents throughout the Eagle County Community. Annual membership fees will be based upon energy use. Data from the Eagle County 2014 Greenhouse Gas Emissions Inventory has been used as a baseline to calculate membership contributions.
- G) Project Management and Fiscal Agent:** In order to gain financial efficiencies and leverage combined resources, the CAC may determine to contract a local non-profit or other entity, to provide overall project management support, serve as fiscal agent, and assess and evaluate the performance of the CAC.

Nonbinding Agreement – This MOU shall have no legal effect, impose no legally binding obligation enforceable in any court of law or other tribunal of any sort, and will not change, influence or create new legal relationships among the signatories.

Effective Timeframe – This MOU is effective when signed by all signatories. Progress by the CAC will be assessed and the agreement reevaluated every three years. The MOU may be amended at any time by agreement among the stakeholders including adding signatories and adding or revising commitments, any signatory may withdraw upon written notice to the others.

Signed in ____ (location) ____ this _____ day of _____, 2017

Note: Signatures will be collected below during a special meeting of all signatories and to include all stakeholders to date: county commissioners, mayors of towns, CEO's, directors, and managers of participating stakeholder entities etc.. This could be during the December stakeholders/collaborative meeting.