

AGREEMENT BETWEEN THE NORTHWEST CLEAN AIR AGENCY AND THE SKAGIT COUNTY, WASHINGTON TO UNDERWRITE THE SKAGIT COUNTY CLIMATE CHANGE INITIATIVE

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 Skagit County, 1800 Continental Place, Mt. Vernon, WA. 98273 (hereinafter referred to as "The County"), for the purposes and terms set forth in this Agreement.

I. RECITALS

WHEREAS, The County has requested project funding as set forth in Exhibit A, attached hereto, and by this reference fully incorporated herein; and

WHEREAS, The County is a Municipal Corporation in the State of Washington; and

WHEREAS, the Agency has allocated \$15,302.00 in grant funds to The County to accomplish this project; and

WHEREAS, The County and the Agency agree that grant funds shall be used solely for this project; and

WHEREAS, it is in the interest of The County and the Agency to address climate change issues; and

WHEREAS, The County and the Agency agree that funding assistance from the Agency will further this interest.

II. AGREEMENT

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

- A. **PURPOSE.** The purpose of this Agreement is to establish procedures for payment by The Agency to The County in the amount of \$15,302.00 to be used solely for the Skagit County Climate Change Initiative.
- B. **TERM.** This Agreement shall remain in effect until December 31, 2010.
- C. **PAYMENT BY THE AGENCY.** The Agency shall make a single payment, not later than 20 days after receipt by the Agency of a fully executed copy of this agreement, in the amount of \$15,302.00 to The County to be used solely for the Skagit County Climate Initiative, as described and set forth in Exhibit A.
- D. **CERTIFICATION BY THE COUNTY.** Not later than December 31, 2010, The County shall certify, in writing, to The Agency that all grant funds have been used in accordance with the commitments of The County set forth herein. In the event that a portion of the grant funds have not been so used and certified, then The County shall remit such portion to The Agency not later than December 31, 2010.
- 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 County 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

Skagit County
1800 Continental Place
Mt. Vernon, WA. 98273

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: 4/11/09

SKAGIT COUNTY



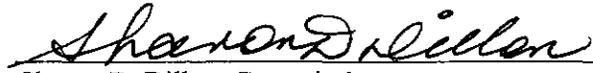
Commissioner Ken Dahlstedt, Chair, Board of
County Commissioners

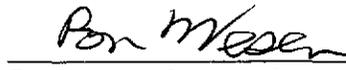
Date: 06/04/09

Witness Our Hands and the Official Seal of Our Office this 8th day of June, 2009.

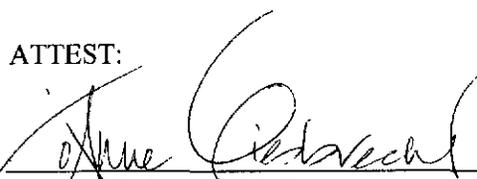
**Board of County Commissioners
Skagit County, Washington**


Kenneth A. Dahlstedt, Chair

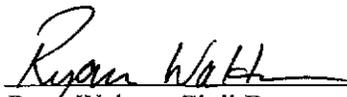

Sharon D. Dillon, Commissioner


Ron Wesen, Commissioner

ATTEST:


Joanne Giesbrecht, Clerk
Skagit County Board of Commissioners

APPROVED AS TO FORM:


Ryan Walters, Civil Deputy
Skagit County Prosecutor's Office



Administrative Services

Skagit County, Washington

Tim Holloran
County Administrator

Trisha Logue
Finance Director

Billie Kadrmas
Risk Manager

March 16, 2009

Laura Curley
Public Information Officer
Northwest Clean Air Agency
1600 South Second Street
Mount Vernon WA 98273-5202

RECEIVED
MAR 18 2009
NORTHWEST
CLEAN AIR AGENCY

Dear Ms. Curley,

I write in response to Director Asmundson's January 14 letter offering grant funds to local governments within Northwest Clean Air's jurisdiction. Skagit County proposes to use such funds to conduct a greenhouse gas (GHG) emissions inventory on an operations and regional basis.

Background: Skagit County's Climate Change Initiative

Last year, Skagit County launched a multi-phase, multi-pronged initiative to make the county a leader in climate change mitigation and adaptation. Since the initiative began last year, Skagit County has:

- become the second county in Washington State to join "Cool Counties," a nationwide group of 39 counties working to address the challenges of climate change;
- adopted the five milestones for membership in ICLEI-Local Governments for Sustainability, an international association of local governments committed to sustainability and climate action;
- joined the Climate Registry, a nonprofit collaboration among North American states to set consistent standards for greenhouse gas emission reporting;
- joined the Swinomish Tribe's Climate Change Advisory Group and their study of sea level rise on and around the Swinomish Reservation;
- joined with the Skagit Council of Governments to hire a Resource Conservation Manager;
- launched a four-year, million-dollar "Alternative Futures" project to forecast and plan for, among other things, the effects of climate change on land use patterns and agriculture in the Skagit Valley over the next fifty years; and
- convened a Climate Action and Sustainability Taskforce composed of 15 private citizens charged with identifying ways for Skagit County—both the government organization and the region—to reduce greenhouse gas emissions.

Exhibit A

As a Cool Counties member, Skagit County has adopted goals of reducing regional GHG emissions to 80% below 2000 levels by 2050. To meet those targets and conduct a comprehensive analysis, the Taskforce will require a baseline inventory of countywide GHG emissions.

Skagit County's Proposal

Skagit County requests money to conduct a greenhouse gas (GHG) inventory of local government operations to support its various efforts at reducing those emissions.

A GHG inventory is an accounting of the amount and nature of gases contributing to climate change emitted over a specific period of time (e.g., one year) within a defined boundary. Such an inventory provides information on the activities that cause emissions, especially information on the amount of energy and fuel consumed and the amount of solid waste produced.

Skagit County would perform its GHG inventory for two separate categories of emissions:

- Local Government Operations (also referred to as a corporate inventory) includes emissions from facilities and activities owned or operated by the local government. The local government emissions are a subset of the community-scale emissions. Therefore, any emissions from government activities will be included in any community-scale analysis.
- Community-Scale (also referred to as a geopolitical inventory) accounts for all of the emissions generated within the geopolitical boundaries of the local government (i.e. within the city or county limits).

Skagit County would hire a student technical intern or other temporary employee as a “greenhouse gas analyst” to perform the work associated with the inventory process. The analyst would determine a baseline year, research and acquire the necessary energy usage and other emissions data, enter it into emission tracking software, perform the analysis, and write the reports. Skagit County staff for the Climate Action and Sustainability Taskforce would supervise the analyst.

The county would depend on the expertise and tools made available by ICLEI to conduct the GHG inventory quickly and efficiently. Using the newest version of ICLEI’s Clean Air Climate Protection software, Skagit County’s local government inventory would be compliant with the Carbon Registry’s Local Government Operations Protocol, a standardized way of reporting GHG emissions accepted by all the major entities involved in GHG monitoring.

Budget

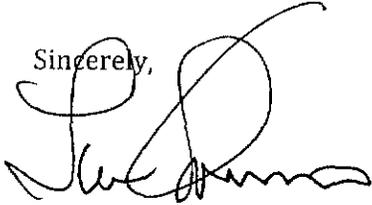
Skagit County anticipates the need for approximately \$15,302 to fully fund the GHG inventory. The population of unincorporated Skagit County (est. 2006) is 49,720; at 35¢ per capita, we estimate we are eligible for \$17,402.

Budget Item	Amount
ICLEI Membership Fee	\$1,750
GHG Analyst 3.5 mos full-time at \$16/hr plus 20% benefits	\$10,752
Admin Supervision	\$1,800
Training & Travel	\$500
Supplies & Miscellaneous	\$500
Total	\$15,302

Time is of the essence. Given the specter of every passing day's news about the worsening state of our global climate, Skagit County is eager to make real progress on emissions reductions. To that end, we have asked the Climate Taskforce to complete their comprehensive final report by the end of 2009, and hope to be able to provide them with all the tools necessary to accomplish their task.

Thank you for considering this proposal. For more information on our climate initiatives, please visit our website at www.skagitcounty.net/sustainability or contact Ryan Walters at 360-336-9321 x 3135 or ryanw@co.skagit.wa.us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tim Holloran', written over the word 'Sincerely,'.

Tim Holloran
Skagit County Administrator