

**CITY OF BELLEVUE, IDAHO
RESOLUTION NO. 2371 - B**

**A RESOLUTION OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZING THE MAYOR
TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN BLAINE
COUNTY AND THE CITY OF BELLEVUE FOR THE COST SHARING OF GREENHOUSE
GAS EMISSION INVENTORY**

WHEREAS, the City of Bellevue, Idaho, (the "City") a duly organized municipal corporation of the State of Idaho, desires to enter into a Memorandum of Agreement (the "MOU") with Blaine County (the "County") to obtain an updated Greenhouse Gas (GHG") emissions inventory for the benefit of the City and its inhabitants; and,

WHEREAS, the GHG emissions inventory will include both county-wide and municipal level data to be used for planning, implementation and benchmarking of sustainability efforts across the region; and,

WHEREAS, cost saving opportunities exist through City and County government consolidating their GHG emissions inventory work, thereby creating administrative efficiency and data uniformity across efforts; and,

WHEREAS, the City will submit the MOU to the state of Idaho Controller's Office within ten days for publishing and record-keeping in accordance with Idaho Code § 67-1085.

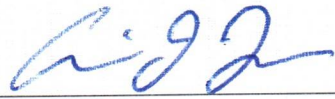
NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BELLEVUE, IDAHO, AS FOLLOWS:

Section 1: Approves the Memorandum of Understanding between the City of Bellevue, Idaho and Blaine County relating to the cost sharing for Greenhouse Gas emission inventory attached hereto as **Exhibit "A"**.

Section 2: A Memorandum of Understanding is a *non-binding agreement* between the City of Bellevue, Idaho and Blaine County that outlines the terms, responsibilities, common understandings, and objectives.

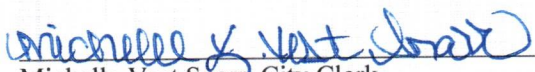
Section 3: The Mayor is authorized to enter into a Memorandum of Understanding with Blaine County in substantially the form presented at the March 25, 2024, regular Council meeting.

PASSED by the Council of the City of Bellevue, Idaho, and approved by the Mayor this 25th day of March 2024.



Chris Johnson, Mayor

ATTEST:


Michelle Vest Sharr, City Clerk



RESOLUTION 2371 – MEMORANDUM OF UNDERSTANDING WITH BLAINE COUNTY

ROLL CALL

AYE

NAY

Council Member Carreiro

X

Council Member Giordani

X

Council Member Leahy

X

Council Member Mahoney

_____ *via Zoom lost connection*

Council Member Obenauf

Absent

Council Member Shay

X



**MEMORANDUM OF UNDERSTANDING
BETWEEN BLAINE COUNTY
AND CITY OF BELLEVUE, IDAHO**

1. Parties. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Blaine County, herein referred to as “County”, whose address is 206 South 1st Avenue, Hailey, ID 83333, and the City of Bellevue Idaho, whose address is 115 E. Pine Street, Bellevue, ID 83313, herein referred to as “City”.

WHEREAS, the County is utilizing the services of Lotus Engineering and Sustainability, LLC (herein referred to as “Lotus”) to obtain an updated Greenhouse Gas (GHG) emissions inventory that will include both county-wide and municipal level data to be used for planning, implementation and benchmarking of sustainability efforts across the region; and

WHEREAS, cost savings opportunities exist through city and county government consolidating their GHG emissions inventory work, thereby creating administrative efficiency and data uniformity across efforts.

2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the County and City will partner together to obtain an up-to-date GHG emission inventory through a cost share agreement to complete the scope of work (attached for reference) furnished by Lotus. The county will contract with Lotus to complete only Tasks 0 (Project Management) and 1 (GHG Inventory) indicated in the scope of work. The MOU includes providing municipal level GHG inventory data to the City of Bellevue in exchange for cost sharing with the County, thereby reducing the financial burden associated with the project for all parties.

3. Term of MOU. This MOU is effective at signing and shall remain in full force and effect until September 30, 2024.

4. Responsibilities of County. The County shall provide access to all data obtained from Lotus, including City of Bellevue municipal and community data associated with this project. The County will incur the cost of the GHG emissions inventory and be the responsible party under contract with Lotus.

5. Responsibilities of City. The City shall provide up to \$2,000.00 USD in cost share to the county to achieve completion of the scope of work with Lotus.

6. General Provisions

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU. Any project amendments cannot impede meeting the project deadline of September 30, 2024.

- B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State Idaho. The courts of the State of Idaho shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Blaine County, State of Idaho.
- C. **Entirety of Agreement.** This MOU, consisting of five (5) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- E. **Sovereign Immunity.** Blaine County, Idaho, and the Idaho Department of Commerce – State of Idaho, do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- F. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the 12th day of March 2024.

BLAINE COUNTY

CITY OF BELLEVUE

By:

Muffy Davis, Chair
Board of County Commissioners



3/12/24

Date

By:

[Signature]

5/15/2024

Date

Attest:


Stephen McDougall Graham, Clerk



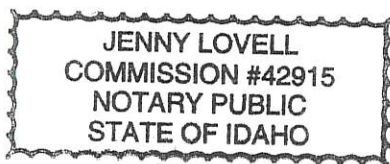
STATE OF IDAHO)

County of Blaine)

S.S.

On this 15 day of May, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Chris Johnson, known or identified to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Jenny Lovell
Notary Public for the State of Idaho
Residing Blaine Co.
My Commission Expires 9-17-28