

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF RED CLIFF AND THE CLIMATE ACTION
COLLABORATIVE FOR THE EAGLE COUNTY COMMUNITY**

WHEREAS, several local government entities in Eagle County, Colorado, established and joined the Climate Action Collaborative (“CAC”) to reduce greenhouse gas (“GHG”) emissions in accordance with the goals of the Climate Action Plan for the Eagle County Community (“CAP”) as adopted and as may be amended from time to time; and,

WHEREAS, the Town of Red Cliff is part of the Eagle County Community; and,

WHEREAS, a 2017 Letter of Intent to Join The Climate Action Collaborative of the Eagle County Community (“Letter of Intent”) states that the collaborative group will work to outline the organizational components of the CAC and will create a Memorandum of Understanding establishing the CAC and outlining the organizational components of the CAC; and,

WHEREAS, local government members of the CAC find that global GHG emissions continue to catalyze global climate change and global temperature increase and that such global temperature increase is projected to result in severe negative effects on habitability, production and resiliency of the global community; and,

WHEREAS, the local government members of the CAC recognize the need and benefit to understand and implement best practices to reduce GHG emissions and draw down carbon levels in the atmosphere at the local and regional level, and therefore desire to define an organizational structure which will facilitate regional decision making and alignment of CAC policies; and,

WHEREAS, the local government members who financially contribute to the CAC desire to establish and adopt this Memorandum of Understanding (“MOU”) to define the organizational structure;

NOW, THEREFORE, the local government entities who are signatories to this MOU establish the following organizational structure for the CAC:

- 1. CLIMATE ACTION COLLABORATIVE GOVERNING BOARD:** A governing board of the CAC is established which shall be referred to as the “CAC Governing Board”.
- 2. MEMBERSHIP:** The CAC Governing Board shall comprise the eligible local government entities situated within Eagle County who sign this MOU.
- 3. QUALIFICATION OF MEMBERS:** To be an eligible local government entity, members of the CAC Governing Body shall meet the following minimum qualifications:
 - (a) municipal and county government entities legally formed in accordance with the laws of Colorado;
 - (b) with boundaries that are wholly or partially within Eagle County;


- (c) with a governing body that is subject to election by qualified voters as defined in Colorado law;
 - (d) who have formally adopted the CAP; and
 - (e) who financially contribute to the CAC in accordance with requirements for financial contributions as established by the CAC Governing Board, as may be amended from time to time.
4. **ADDITIONAL MEMBERSHIP:** Additional members shall be included on the CAC Governing Body upon receipt of a written request to join the CAC Governing Body by a local government entity who meets the qualifications of membership.
 5. **REMOVAL OF MEMBERSHIP:** The CAC Governing Board may remove any CAC Governing Board member who ceases to meet the minimum qualifications after providing notice to such CAC Governing Board member and stating the reasons that such CAC Governing Board member ceases to meet the minimum qualifications. Those members ceasing to meet the minimum qualification will be provided fifteen (15) days to bring themselves into compliance with minimum qualifications prior to removal from membership.
 6. **REPRESENTATION:** Each qualified member of the CAC Governing Board shall have one voting seat on the CAC Governing Board. Each qualified member of the CAC Governing Board shall appoint a representative who shall be an elected representative of the governing body of the qualified member, and an alternate representative who shall be either an elected official of the governing body of the qualified member or a staff person of such qualified member. The designation of representatives by each qualified member shall be in writing in a manner determined by each respective qualified member and shall be updated from time to time.
 7. **QUORUM:** Quorum shall consist of a majority plus one of the total membership of the CAC Governing Board. In the absence of a quorum, a lesser number may adjourn any meeting to a later time and date.
 8. **OFFICERS:** The CAC Governing Board shall appoint a Chairperson and Co-Chairperson who shall serve as the meeting moderator for meetings of the CAC Governing Board. The duties of the Chairperson, Co-Chairperson and any other Officer positions that may be established shall be further defined in future bylaws to be adopted by the CAC.
 9. **MEETINGS:** The CAC Governing Board shall meet at such time, place, and frequency as is determined appropriate by the CAC Governing Board. The method of calling a meeting and the types of meetings allowed (i.e. in person, electronically, etc.) will be further defined in future bylaws to be adopted by the CAC.
 10. **DUTIES:** The CAC Governing Board shall have the following duties:
 - (a) Prepare and adopt an annual budget and funding mechanisms;
 - (b) Prepare and adopt annual goals;

- (c) Review and approve contracts for services; and
 - (d) Adopt bylaws and other policies as appropriate to achieve the goals of the CAP.
11. **VOTING:** All decisions of the CAC Governing Board shall be approved by a 3/4ths affirmative vote of the quorum present or as otherwise set forth in the future bylaws to be adopted by the CAC.
12. **NO LEGAL OR FINANCIAL OBLIGATIONS:** This MOU shall not create any legal obligation for any member local government entity including the Town of Red Cliff and shall not create any multi-year financial obligation that exceeds the annual financial contribution to the CAC that is approved by each qualified member.

THIS MEMORANDUM OF UNDERSTANDING IS HEREBY APPROVED AND EXECUTED BY THE FOLLOWING LOCAL GOVERNMENT ENTITIES ON THIS 15TH DAY OF JUNE 2021:

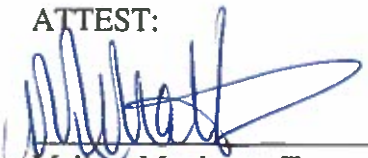


TOWN OF RED CLIFF



Duke Gerber, Mayor

ATTEST:



Melissa Matthews, Town Clerk