

RESOLUTION NO. 9791 (2006 Series)

**A RESOLUTION OF THE CITY COUNCIL OF SAN LUIS OBISPO
APPROVING A MEMORANDUM OF UNDERSTANDING WITH SLO GREEN BUILD
AND AUTHORIZING ONE-TIME SEED FUNDING**

WHEREAS, SLO Green Build is a non-profit agency established to assist local government, design and building professionals and homeowners understand and use sustainable building practices; and

WHEREAS, SLO Green Build has proposed entering into a Memorandum of Understanding (MOU) with the City to provide technical assistance and support for the City's green building policies and programs; and

WHEREAS, the City has considered the proposed MOU and determined that it would be in the public interest to enter into the MOU to secure technical assistance in implementing General Plan policies regarding sustainable development and "green building" and related conservation programs.

THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo as follows:

SECTION 1. Memorandum of Understanding approved.

1. The proposed MOU, Exhibit A, is approved with the following amendment to the section under "Duties and Responsibilities – City of San Luis Obispo Agrees to the Following": "Encourage nonresidential projects greater than ~~45,000~~ 60,000 square feet to achieve at least a LEED Silver Certification from the U.S. Green Building Council."
2. The Mayor is authorized to sign the MOU on behalf of the City, and to approve amendments to or to terminate the MOU per the terms of the agreement.
3. The Community Development Director or his designee is designated as the City liaison with SLO Green Build and will administer this agreement.

SECTION 2. Seed Funding Authorized.

1. The City Administrative Officer is authorized to use \$2,000 from the General Fund as one-time seed funding for SLO Green Build to help defray the cost to prepare educational materials for City staff and the public, and to defray costs for other programs that benefit the City, as more particularly described in Exhibit A.

On motion of Council Member Ewan seconded by Council Member Mulholland and on the following roll call vote:

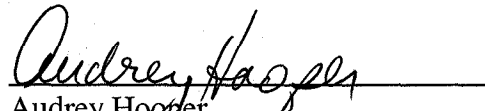
AYES: Council Members Brown, Ewan and Mulholland, Vice Mayor Settle and Mayor Romero
NOES: None
ABSENT: None

The foregoing resolution was passed and adopted this 2nd day of May, 2006.



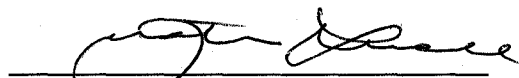
Mayor David F. Romero

ATTEST:



Audrey Hooper
City Clerk

APPROVED:



Jonathan P. Lowell
City Attorney

MEMORANDUM OF UNDERSTANDING
Between
The City of San Luis Obispo
And
SLO Green Build

This Memorandum of Understanding is hereby entered into between the City of San Luis Obispo and SLO Green Build on May 10, 2006 in San Luis Obispo, California.

SLO Green Build's mission is threefold:

1. To promote sustainable building techniques that minimize construction waste, build healthier indoor environments, and reduce energy use while conserving natural resources;
2. To provide architects, engineers, contractors, developers, and other building professionals with the proper tools to build sustainable projects; and
3. To support and help develop public policy which advocates for sustainable architectural, social, and building practices.

To carry out this mission, SLO Green Build will establish a green-building program, which will include printed resources and educational workshops and trainings. Among the printed resources will be guidelines and a checklist for green-building certification based on standards that have been (1) established by the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) program and (2) adopted by more than 70 local governments in California who make up the Public Agency Council of Build It Green, the professional non-profit organization that coordinates statewide green-building efforts.

It is the general purpose of this Memorandum of Understanding to describe the duties and responsibilities of the parties in agreement.

CONTACTS

SLO Green Build

Andrea R. Pease, AIA, LEED AP
Principal Representative
2410 Leona Avenue
San Luis Obispo, CA 93401

City of San Luis Obispo

John Mandeville
Community Development Director
990 Palm Street
San Luis Obispo, CA 93401

DUTIES AND RESPONSIBILITIES

The City of San Luis Obispo agrees to the following:

- Provide \$2,000 toward printed materials and other program costs, as described above in SLO Green Build "Duties and Responsibilities," to ensure that all citizens of the City of San Luis Obispo have access to educational materials and programs.
- Provide incentives for voluntary green-building of privately owned buildings.
- Encourage nonresidential projects greater than 60,000 square feet to achieve at least a LEED Silver Certification from the U.S. Green Building Council.
- For all future building and renovation of City structures over 5,000 square feet, consider seeking certification under the LEED Green Building Rating System, to at least the LEED silver standard.
- Provide liaison to meet with SLO Green Build quarterly to develop an in-house green-build team.

SLO Green Build agrees to provide the following:

- Carry out actions as described in the above mission statement to the best of its ability in conjunction with the Green Building Program.
- Promote green building through community events and printed material.
- Conduct educational and training workshops, and provide consultative support.
- Develop and maintain a public-access resource library and website, and publish a green-building newsletter.
- Provide liaison with the Public Agency Council of Build It Green to (a) ensure timely updating of the Green Building Guidelines, and (b) keep the City abreast of sustainable building practices and developments elsewhere in California.
- Coordinate the production of printed materials, which may include:
 - ✓ a green-building checklist
 - ✓ a green score-card or checklist
 - ✓ a legal agreement between builder and government agency
 - ✓ a certification plaque (based on third-party certification)
 - ✓ an informational kiosk

THIRD PARTY RIGHTS

This MOU does not confer any rights to any third parties

AMENDMENTS/TERMS

- This Memorandum of Understanding may be modified only by written amendment approved in writing by an authorized representative of each organization.
- This Memorandum of Understanding shall become effective May 10, 2006 and continue in effect until May 10, 2011.
- This Memorandum of Understanding may be terminated by either party upon 30 days written notice.

AUTHORITY

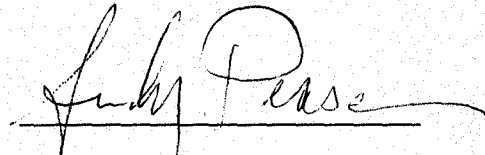
Each of the undersigned affirms that he/she is authorized to enter into this agreement which binds his/her respective organizations.

For The City of San Luis Obispo



David F. Romero
Mayor

For SLO Green Build



Andrea R. Pease, AIA, LEED AP
Principal Representative
