

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Memorandum”) is entered into by and between the Town of Truckee, the Truckee-Tahoe Airport District, and the Truckee Donner Public Utility District, collectively, the “Parties” and “Governing Partners,” to create a collaborative of public and private organizations that will research and deploy projects, programs, and policies intended to reduce greenhouse gas (GHG) emissions and better prepare the region for climate impacts and shall be effective when signed by all Parties (“Effective Date”).

A. Vision Statement

The Truckee North Lake Tahoe region is net carbon neutral by 2045, through a combination of GHG emissions reduction and sinking or storing carbon in natural lands. Carbon neutrality improves the environment, creates new opportunities for innovation and business creation, increases public safety, improves public health, and addresses our commitment to steward the region for the benefit of future generations.

B. Purpose Statement

To obtain a formal commitment from the Parties to define and create an on-going agency and community collaboration focused on reducing regional GHG emissions and speeding the ability of the community to address the impacts of climate change and achieve carbon neutrality.

C. Authority

Participants are not bound by decisions made as a result of this Memorandum. By signing this agreement, participants recognize that each is first bound to its own mission and the authority of its governing body, and operates within their organization or entity's constraints, bringing what resources they can to the effort. Signatories do not assume liability for other member's actions, obligations or liabilities, or any third-party claims that arise out of this initiative.

D. Governing Partners

- a. The geographic focus of this effort is the statutory boundary of the Truckee Tahoe Airport District;
- b. The initial parties to the Memorandum, designated as the *Governing Partners*, are:
 - i. Town of Truckee, an incorporated town within Nevada County, California.
 - ii. Truckee Tahoe Airport District, a special district of the State of California that owns and operates the Truckee Tahoe Airport.
 - iii. Truckee Donner Public Utilities District, a special district of the State of California that provides utility services, including water and electricity within and around the Town of Truckee.
 - iv. This participation model will be superseded by a new governance model developed in the strategic planning process.
- c. The Governing Partners will make a financial commitment sufficient to collectively support the development of the initial scope of work.

E. Project Manager & Facilitator and Fiscal Sponsor Roles and Responsibilities

- a. Sierra Business Council: Project Manager & Facilitator

- i. Sierra Business Council (Facilitator) will act as the primary contractor with the Tahoe Truckee Community Foundation for the purposes of project management, meeting facilitation, record keeping, and reporting;
 - ii. The Agreement between SBC and TTCF will be approved by the Governing Partners
 - iii. Sierra Business Council will report to the Governing Partners;
 - iv. Meetings will be conducted on a hybrid model, allowing for both in-person and virtual participation.
 - b. Truckee Tahoe Community Foundation: Fiscal Sponsor
 - i. The Tahoe Truckee Community Foundation will act as the collaboration's fiscal sponsor. Governing Partner contributions will be placed in an account at the Foundation. The Truckee Tahoe Community Foundation will contract with and manage the services provided by the Sierra Business Council.

D. Background

The below legislation provides guidance and protocols for local governments to participate in the State's GHG reduction efforts through mandates and guidance:

- Executive order on California global warming impacts and targets (EO S-3-05, 2005)
- The California Global Warming Solutions Act (AB 32, 2006) and successor bill (SB 32, 2016),
- The Sustainable Communities and Climate Protection Act (SB 375, 2008),
- The California Clean Energy and Pollution Reduction Act (SB 350, 2015),
- Local government requirements for climate adaptation and resilience strategies (SB 379, 2015),
- The California Air Resources Board (CARB) 2017 Climate Change Scoping Plan, and
- The 100 Percent Clean Energy Act of 2018 (SB 100, 2018) and executive order to achieve carbon neutrality (EO B-55-18, 2018).

F. Sharing of information

- a. During the term of this Memorandum, the Governing Partners and Facilitator will define a standard, schedule, and platform for the communication of Partners' GHG goals, efforts, and results.
- b. Each Governing Partner agrees to freely share information regarding GHG emissions reduction, climate adaptation, and specific projects, within the confines of their respective agencies or organizations constraints.

G. Code of conduct

Participants in the Memorandum agree to model their behavior on the "Speak Your Peace" principles developed by the Tahoe Truckee Community Foundation.

<https://www.ttcf.net/news/speak-your-peace-campaign/>

H. Term

- a. This Memorandum is an interim agreement to remain in effect until the scope of work is completed. The scope of work will include the production of a new Memorandum of Understanding intended to cover the entire term of the collaboration;
- b. This Memorandum will have a maximum term of 12 months, and may be terminated or superseded with another agreement by the Governing Partners at any point.

I. Scope of Work

- a. The scope of work for Sierra Business Council will be secured through a separate contract with the Tahoe Truckee Community Foundation, and will include the following elements:
 - i. Development of a draft new memorandum of understanding that will replace this Memorandum for presentation to other potential collaboration partners;
 - ii. A list of potential stakeholders;
 - iii. A stakeholder analysis;
 - iv. A compendium of local actions and documents regarding GHG emissions reduction and climate adaptation actions taken by the Governing Partners to serve as a starting point for the collaboration;
 - v. A meeting schedule for the term of the Memorandum, including:
 - 1. As needed, Governing Partners organizing meetings;
 - 2. Workshops;
 - 3. Monthly organizing meetings;
 - vi. A set of three workshops covering the following topics:
 - 1. Level setting on policy context;
 - 2. Setting strategic objectives;
 - 3. Governance;
 - vii. An approved strategic plan, to include timelines, and budgets;
 - viii. An approved 3 year work plan, to include timelines and budgets;
 - ix. An approved organizational Memorandum;
 - x. An approved communications plan;
 - xi. An approved set of performance metrics;
 - xii. An evaluation of the effort at the end of the term;
 - xiii. A list of identified funding opportunities.

J. Costs

- a. Total cost of the project during the term of this Memorandum is anticipated to be approximately \$50,000, broken down as follows:
 - i. Approximately 300 hours of project management at 50 hours per month at a rate of \$125 per hour;
 - ii. Approximately 50 hours of meeting facilitation at 7 hours per month at a rate of \$210 per hour;
 - iii. Indirect and overhead costs are calculated in the hourly rates.
 - iv. Any direct costs will be calculated separately.
- b. SBC will provide monthly statements to Governing Partners and the Truckee Tahoe Community Foundation that show the person who provided the services, a brief description of the services provided, the date the services were provided, hours billed and the charge.
- c. This Memorandum does not authorize funding to exceed \$50,000.

K. Binding agreement disclaimer

This Memorandum is not intended to, and does not impose, any legally binding requirements on the agencies or entities that participate in the process. This is not a contract and is not intended to be interpreted as a contract.

L. Amendment

This Memorandum may be amended by mutual agreement of all the Governing Partners and approval of all of their respective governing bodies.

M. Termination

This Memorandum may be terminated by the mutual agreement of all of the Governing Partners, provided that all financial and contractual obligations incurred as a result of this Memorandum have been fully performed. A Governing Partner may withdraw from this Memorandum after providing 30 days' written notice to the other Governing Partners and provided that: (1) the withdrawing Governing Partner has fully performed all of financial and contractual obligations it has incurred as a result of this Memorandum; and (2) such withdrawal would not result in only one Governing Partner remaining a party to this Memorandum.

The Parties agree that this Memorandum may be executed by electronic signature, which shall be considered as an original signature for all purposes.

TOWN OF TRUCKEE:

By: *Jennifer Callaway*

Name: Jennifer Callaway

Title: Town Manager

Date: 10/25/2021

TRUCKEE TAHOE AIRPORT DISTRICT:

By: *Kevin Smith*
Kevin Smith (Nov 8, 2021 14:09 PST)

Name: Kevin Smith

Title: General Manager

Date: 11/08/2021

TRUCKEE DONNER PUBLIC UTILITY DISTRICT:

By: *Christa Finn*
Christa Finn (Oct 26, 2021 07:59 PDT)

Name: Christa Finn

Title: Director

Date: 10/26/2021