

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) for Phase II of the Climate Transformation Alliance is entered into by and between the Town of Truckee, the Truckee-Tahoe Airport District, and the Truckee Donner Public Utility District, hereinafter referred to as the “Governing Partners,” and Sierra Business Council, hereinafter referred to as the “Project Manager,” collectively, the “Parties,” and shall be effective July 1, 2022 (“Effective Date”).

A. Vision Statement

- a. The Truckee North Lake Tahoe region will be 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 stewarding the region for the benefit of future generations.

B. Purpose

- a. The purpose of this MOU is to establish the terms and conditions under which the Governing Partners will continue their formal commitment to the “Climate Transformation Alliance”, a collaborative of public and private organizations that research and deploy projects, programs, and policies intended to reduce greenhouse gas (GHG) emissions and better prepare the region for climate impacts; and the terms and conditions under which the Project Manager will continue implementation and facilitation of Phase II.

C. Authority

- a. By signing this MOU, 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 are able to the effort. Signatories do not assume liability for other members’ actions, obligations, or liabilities, or any third-party claims that arise out of this initiative.

D. Governing Partners

- a. The Governing Partners will engage with the Project Manager and provide direction in regard to the implementation of the Climate Transformation Alliance.
- b. The geographic focus of this effort is the statutory boundary of the Truckee Tahoe Airport District.
- c. The designated 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.
- d. The Governing Partners will split the Project Manager’s costs for the performance of its Scope of Work equally.

E. Project Manager Roles and Responsibilities

- a. Sierra Business Council
 - i. Sierra Business Council will act as the primary contractor for the purposes of executing the Scope of Work;
 - ii. Sierra Business Council will report to the Governing Partners;
 - iii. The Governing Partners will be invoiced by Sierra Business Council for the contracted amount for Phase II.

F. Governance

- a. Decisions made by the Governing Partners will be achieved through consensus.
- b. Climate Transformation Alliance members will provide recommendations to the Governing Partners.
- c. Guidance and direction to the Project Manager will be provided by the Governing Partners.

G. Code of Conduct

- a. The Parties agree to model their behavior on the [“Speak Your Peace”](#) principles developed by the Tahoe Truckee Community Foundation.

H. Term

- a. This MOU shall remain in full force and effect until December 31, 2023, unless this MOU is terminated sooner according to the termination clause herein or the term is extended by mutual agreement of the Parties.

I. Scope of Work

- a. The scope of work for Sierra Business Council will include the following elements:
 - i. Project Management & Coordination
 - 1. Develop meeting agendas, prepare presentation materials, coordinate internally with governing partners and externally with founding members and potential members, and complete monthly invoicing and quarterly reporting.
 - ii. Meeting Convening & Facilitation
 - 1. Plan and facilitate quarterly meetings for Climate Transformation Alliance members, monthly meetings of the Governing Partners, and subcommittee meetings when necessary.
 - iii. Establish & Manage Communications Plan
 - 1. Establish a Climate Transformation Alliance Communications Plan and manage communications, including the website, social media, and other methods of outreach.
 - iv. Facilitate Project Accelerator Process
 - 1. Facilitate and oversee “Climate Transformation Accelerator” process for members.
 - v. Track Fundraising Opportunities & Grant Writing
 - 1. Track local, state, and federal funding opportunities. Develop

grant proposals for applicable projects or programs.

- vi. Program Development & Management
 - 1. Aid in the development of collaborative Climate Transformation Alliance programs and provide program management.
- vii. Member Recruitment
 - 1. Support the ongoing recruitment for new members in the Truckee and North Tahoe regions.

J. Costs & Billing Expectations

- a. The total cost of the project during the term of this MOU is anticipated to be \$150,000. This MOU does not authorize funding to exceed \$150,000.
- b. Sierra Business Council's hourly rates for the Climate Transformation Alliance:
 - i. President: \$230
 - ii. Vice President: \$180
 - iii. Program Director: \$160
 - iv. Project Manager: \$125
 - v. Planning Technician: \$115
 - vi. Communications Director: \$120
 - vii. Analyst: \$100
- c. Other costs:
 - i. Indirect and overhead costs are calculated in the hourly rates.
 - ii. Any direct costs will be calculated separately.
- d. SBC will provide a monthly invoice and reporting package to the Governing Partners that will include:
 - i. Time details of staff hours
 - ii. Description of the services provided
 - iii. Invoice statement
 - iv. Expenses, if applicable
- e. As this MOU commences after the start of Phase II of the Climate Transformation Alliance, the cost of the time and materials from July 2022 through February 2023 will be due by the Governing Partners upon execution.

K. Amendment

- a. This MOU may be amended by mutual agreement of all Parties and shall only become effective when in writing and fully executed by duly authorized officials of the Parties hereto.

L. Parties as Independent

- a. In agreeing to the obligations and understandings set forth herein, each Party acknowledges that it shall act in an independent capacity, and not as the employees, agents, or officials of the other. Each Party agrees that neither its agents nor employees have any rights, entitlement or claim against the other for any type of employment benefits or workers' compensation.

M. Termination

- a. This MOU may be terminated by the mutual agreement of all Parties, provided that all financial and contractual obligations incurred as a result of this MOU

have been fulfilled up to the date of termination. Any Party may withdraw from this MOU by providing 30 days written notice to the other Parties and provided that: (1) the withdrawing Party has fulfilled all financial and contractual obligations it has incurred as a result of this MOU up to the date of termination, and (2) such withdrawal would not result in only one Party to this MOU.

N. Authorized Signature

- a. The Parties to this MOU represent that the undersigned individuals executing this MOU are fully authorized to execute and deliver this MOU on behalf of their respective Party.

O. Entire Understanding

- a. This MOU represents the entire understanding of the Parties, and no representations have been made or relied upon except as set forth herein.

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

TOWN OF TRUCKEE:

Jen Callaway, Town Manager

TRUCKEE TAHOE AIRPORT DISTRICT:

Robb Etnyre, General Manager

TRUCKEE DONNER PUBLIC UTILITY DISTRICT:

Brian Wright, General Manager

SIERRA BUSINESS COUNCIL:

Steve Frisch, President

