

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 Administrator,” collectively, the “Parties,” and shall be effective **July 1, 2022** (“Effective Date”).

A. Vision Statement

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

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 Administrator will continue implementation and facilitation of Phase II.

C. Term

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.

D. Governing Partners

- The designated Governing Partners are:
 - Town of Truckee, an incorporated town within Nevada County, California.
 - Truckee Tahoe Airport District, a special district of the State of California that owns and operates the Truckee Tahoe Airport.
 - 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.
- The Governing Partners will engage with the Project Administrator and provide direction regarding the implementation of the Climate Transformation Alliance.
- The Governing Partners will split the Project Administrator’s costs for the performance of its Scope of Work equally.
- The geographic focus of this effort is the statutory boundary of the Truckee Tahoe Airport District.

E. Project Administrator Roles and Responsibilities

Sierra Business Council:

- Will act as the primary contractor for the purposes of executing the Scope of Work.
- Will report to the Governing Partners.
- Will invoice the Governing Partners for the contracted amount of Phase II monthly.

F. Governance

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

G. Code of Conduct

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

H. Scope of Work

The scope of work for Sierra Business Council will include the following elements:

- Project Administration & Coordination
 - 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.
- Meeting Convening & Facilitation
 - Plan and facilitate quarterly meetings for Climate Transformation Alliance members, monthly meetings of the Governing Partners, and subcommittee meetings when necessary.
- Establish & Manage Communications Plan
 - Establish a Climate Transformation Alliance Communications Plan and manage communications, including the website, social media, and other methods of outreach.
- Facilitate Project Accelerator Process
 - Facilitate and oversee the “Climate Transformation Accelerator” process for members.
- Track Fundraising Opportunities & Grant Writing
 - Track local, state, and federal funding opportunities. Develop grant proposals for applicable projects or programs.
- Program Development & Management
 - Aid in the development of collaborative Climate Transformation Alliance programs and provide program management.
- Member Recruitment
 - Support the ongoing recruitment for new members in the Truckee and North Tahoe regions.

I. Costs & Billing

- 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. The billing for the project costs will be split evenly among the Governing Partners.
- Sierra Business Council’s hourly rates for the Climate Transformation Alliance:
 - President: \$230
 - Vice President: \$180
 - Program Director: \$160
 - Project Manager: \$125
 - Communications Director: \$120

- Planning Technician: \$115
 - Analyst: \$100
- Other costs:
 - Any other expenses directly related to the project will be calculated separately.
- SBC will provide a monthly invoice and reporting package to the Governing Partners that will include:
 - Time details of staff hours
 - Description of the services provided
 - Invoice statement
 - Expenses, if applicable
- As this MOU commences after the start of Phase II of the Climate Transformation Alliance, the cost of the time and expenses incurred from July 2022 through February 2023 will be due by the Governing Partners upon execution. If another funding source for this project becomes available during this time period, the governing partners' invoices will be adjusted accordingly to reflect the alternative funding amount.

J. Authority

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.

K. Termination

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.

L. Amendment

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.

M. Parties as Independent

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.

N. Indemnification

Each Party to this MOU will indemnify and hold harmless the other Parties and their officers, officials, employees, agents, and volunteers from and against any and all liabilities which result from the negligent acts, willful misconduct, or error or omission of the indemnifying Party, its officers, agents, employees, or volunteers, related to this MOU.

O. Authorized Signatures

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.

P. Entire Understanding

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

Date

TRUCKEE TAHOE AIRPORT DISTRICT:

Robb Etnyre, General Manager


Date

TRUCKEE DONNER PUBLIC UTILITY DISTRICT:

Brian Wright, General Manager

Date


SIERRA BUSINESS COUNCIL:



[Steven Frisch \(Mar 26, 2023 09:32 PDT\)](#)
Steve Frisch, President

03/26/2023

Date



[Kristin York \(Mar 24, 2023 16:00 PDT\)](#)
Kristin York, Vice President

03/24/2023

Date

Climate Transformation Alliance Phase II

PROPOSAL & SCOPE OF WORK

Town of Truckee, Truckee Donner Public Utility District & Truckee Tahoe Airport District

Project Overview

The second phase of the Climate Transformation Alliance (CTA) will consist of Sierra Business Council (SBC) convening the Governing Partners (Town of Truckee, Truckee Donner Public Utility District, and Truckee Tahoe Airport District) to utilize the mission, goals, and objectives developed in the strategic plan to identify a set of start-up implementation strategies, responsible parties, timelines, budgets, performance metrics, and a communications plan. Meetings will be convened on a monthly basis, virtually, for the Governing Partners, as well as on a quarterly basis, in person, for the Governing Partners and the full CTA membership. Deliverables from this phase of the project, aside from meeting facilitation, will include tracking funding opportunities, developing grant proposals to move collaborative projects forward, facilitating the project accelerator process, assisting in the management of collaborative projects as needed, establishing and managing a communications plan, and supporting the recruitment of new members.

Accountabilities

SBC:

As the Project Administrator, SBC will continue to serve as the backbone organization and staff of the CTA. SBC will provide updated memorandums of understanding (MOU), in addition to the services listed below in the “Scope of Work, Timeline & Deliverables” section, including research, stakeholder engagement, meeting facilitation, recording, and project administration functions. SBC will also track funding opportunities, develop grant proposals for collaborative projects, facilitate the project accelerator process, assist in the management of collaborative projects, establish and manage a communications plan, and recruit new members. In addition, the project will have access to SBC’s experience in climate and greenhouse gas emissions reduction planning and implementation, including government affairs and advocacy capacity regarding climate issues, as well as its statewide network of climate adaptation and mitigation organizations and best practices.

Governing Partners:

The Governing Partners will continue to act as CTA’s primary decision-making body. The Governing Partners will participate in the development of CTA programs alongside SBC and will be responsible for funding CTA.

CTA Members:

It is the expectation that CTA members will collectively participate and be fully engaged in the process. Each member organization will assign a single staff lead as a point of contact, will communicate promptly and with candor, and will participate in opportunities to join CTA subcommittees to move projects forward.

Scope of Work, Timeline & Deliverables

Below is a scope of work broken down by project task. This proposal is for Phase II, which started in July 2022 and will be completed in December 2023. This scope of work and budget are based on a one-and-a-half-year timeline and allows for extension or expansion. Extension or expansion of the contract would trigger a budget amendment.

Task	Deliverable
Project Administration & Coordination	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.
Meeting Convening & Facilitation	Plan and facilitate quarterly meetings for CTA members, monthly meetings for the governing partners, and subcommittee meetings when necessary.
Establish & Manage Communications Plan	Establish a CTA Communications Plan and manage communications, including the website, social media, and other methods of outreach.
Facilitate Project Accelerator Process	Facilitate and oversee the “Climate Transformation Accelerator” process for members.
Track Fundraising Opportunities & Grant Writing	Track local, state, and federal funding opportunities. Develop grant proposals for applicable projects or programs.
Program Development & Management	Aid in the development of collaborative CTA programs and provide program management.
Member Recruitment	Support the ongoing recruitment for new members in the Truckee and North Tahoe regions.

Our Team

Project Manager: Meredith Anderson

Meeting Facilitator: Steve Frisch

SBC Accounting: Michelle Bassard & Angela Gleason

Other SBC staff who may assist, including but not limited to the following: Erica Backhus, Jill Sanford, Sam Ruderman, Sherry Hao, and Brittney Gutierrez.

Project Costs

The following pricing estimates are based on previous work performed for the CTA and accounts for SBC’s current hourly rates. This proposal is based on a Not-to-Exceed price and will be split evenly between the three governing partners.

If another funding source becomes available, the governing partners' invoices will be adjusted accordingly to reflect the alternative funding amount.

SBC Staff	2022-2023 Rate
President	\$230
Vice President	\$180
Program Director	\$160
Project Manager	\$125
Communications Director	\$120
Planning Technician	\$115
Analyst	\$100

CTA Phase II Budget	Hours	Cost
President Labor	~50	\$11,495
Vice President / Program Director Labor	~148	\$25,200
Project Manager / Planning Technician Labor	~909	\$109,125*
Analyst Labor	~38	\$3,780
Meeting Supplies & Refreshments (\$100 / quarterly meeting)	N/A	\$400
Total NTE		\$150,000
Total per Governing Partner NTE		\$50,000**

*Staff time devoted to the development of funding proposals under this agreement will be provided by multiple SBC staff members at varying rates but will be generally capped at 210 hours.

Billing

SBC requests the following billing schedule upon execution of the MOU and Proposal/Scope of Work:

- As the project is currently 8 months into the project term, the time and materials from July 2022 through February 2023 will be due upon execution of the MOU.
- Monthly billing of time and materials, net 30 days.

Thank you for allowing SBC to collaborate on this project, and we look forward to moving ahead with Phase II of CTA.


 Steven Frisch (Mar 26, 2023 09:32 PDT)

Steve Frisch, President

03/26/2023

Date