

# **MEMORANDUM OF UNDERSTANDING**

*for the*

## **SOUTH TAHOE ZERO EMISSIONS DISTRICT**

*by*

**City of South Lake Tahoe,**

**Barton Hospital,**

**South Tahoe Public Utility District,**

**South Tahoe Refuse,**

**Lake Tahoe Unified School District,**

**Lake Tahoe Community College,**

*and*

**El Dorado County**

**December 2022**

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**WITNESSETH:**

**WHEREAS**, the latest climate science underscores the necessity for the City of South Lake Tahoe to reduce greenhouse gas emissions by at least 59.2% from 2018 levels by the year 2030, and the City has formally adopted this science-based target, and;

**WHEREAS**, the South Tahoe Zero Emissions District is a grassroots, locally-based effort to increase the adoption of renewable energy projects, and;

**WHEREAS**, CSLT, Barton, STPUD, STR, LTUSD, LTCC, and EDC (the Parties) have determined that the mission of the STZED aligns directly with and strongly supports their respective missions, and;

**WHEREAS**, the Parties have facilities located within a similar region and recognize they can contribute to achieving the science-based target for reducing greenhouse gases, and;

**WHEREAS**, there is scientific consensus regarding the reality of climate change and the connection between human activity, the combustion of fossil fuels that create greenhouse gases, and the warming of the planet, and;

**WHEREAS**, South Lake Tahoe and entire Lake Tahoe region is experiencing the effects of climate change locally, including the increase in extreme wildfire events such as the Caldor Fire, which was described by Cal Fire Chief Chris Anthony as “no longer [unprecedented] given the clear trends associated with drought and a changing climate”, and;

**WHEREAS**, the Lake Tahoe region is at severe risk to escalating impacts of climate change locally, with the 2020 State of the Lake Report projecting air temperature increases of 8 degrees Fahrenheit and a 50% reduction of snow by the latter part of the century, and;

**WHEREAS**, local control of our energy resources is in the interest of the Parties for economic and safety reasons, and;

**WHEREAS**, growing engagement in the general community and student population with the realities, challenges, and needs of addressing climate change is necessary to achieve targeted greenhouse gas reductions, and;

**WHEREAS**, the Parties see a higher likelihood of achieving efficiencies of scale, cost effectiveness, and opportunities for grant funding by working together on projects, and;

**WHEREAS**, the Parties agree that they can best support the STZED by working cooperatively to do so, and that by working together as a team they will greatly increase their impact and accomplish far more than can be achieved working individually,

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, the Parties do hereby agree to cooperate in the planning, establishment, implementation, growth and continuance of the South Tahoe Zero Emissions District.

## Memorandum Section One: Introduction

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### I. PARTIES TO THE MOU

The parties to this Memorandum of Understanding (MOU) are:

- A. City of South Lake Tahoe (“CSLT”),
- B. Barton Hospital (“Barton”),
- C. South Tahoe Public Utility District (“STPUD”),
- D. South Tahoe Refuse (STR”),
- E. Lake Tahoe Unified School District (“LTUSD”),
- F. Lake Tahoe Community College (“LTCC”),
- G. El Dorado County (“EDC”).

### II. PURPOSE OF THE MOU

The purpose of this MOU is to memorialize the agreement of the Parties to collaborate in support of planning, implementing, and growing the South Tahoe Zero Emissions District (“STZED”).

### III. BACKGROUND OF THE STZED

The Parties first came together to memorialize a vision in 2020 to meet all electricity needs for seven entities at every hour of the day with locally-generated renewable energy sources, including increased demand from electrification of transportation, heating, and other sectors. The application to the Department of Energy requested funding for a pilot project involving the City and an affordable housing developer as a first step toward enacting that larger vision. The application was submitted in 2021 and was not funded, however the Parties maintain that commitment and vision.

### IV. PURPOSE OF THE STZED

Participation in the STZED will benefit all the Parties collectively by improving the adoption and visibility of renewable energy projects, distributed energy resources, battery storage, and climate-forward actions in our City and region. Its goals are all concentrated on the reduction of greenhouse gases. Focus areas include but are not limited to the following.

- A. Partnering when possible and appropriate to take advantage of economies of scale and/or mitigate risk and to coordinate discussions with Federal, State,

regional and local agencies to address current regulatory challenges that currently preclude the objectives outlined in the STZED.

- B. Sharing, discussing, and communicating the results of projects in support of scaling up even broader adoption of improved efficiencies, technologies, and systems.
- C. Sharing data that allows for tracking of greenhouse gas reductions.
- D. Participatory learning resulting in the adoption of improved energy efficiencies.

V. BENEFITS TO THE PARTIES

Participation in the STZED will benefit all the Parties collectively by improving the adoption and visibility of greenhouse gas reducing projects and resultant cost savings. Additionally, each of the Parties will enjoy individual gains in their respective focus areas as follows.

- A. CSLT: Achieving greenhouse gas reductions goals in municipally owned facilities and community-wide; critical facility resilience.
- B. Barton: Increase efficiency and sustainability while achieving critical facility resilience in the case of power outages; contribute to community-wide enhanced health benefits of improved air quality.
- C. STPUD: Increase efficiency and sustainability while maintaining the reliability of STPUD's critical water, wastewater and recycled water system. This will help to optimize productivity, reduce, costs, and streamline operations to meet the needs of present and future generations.
- D. STR: Achieving reductions in vehicle miles traveled and operational greenhouse gas footprint; critical facility resilience.
- E. LTUSD:
  - Alignment between city, county, and school district entities around reduction of greenhouse gas emissions and sustainability.
  - To prioritize student and entire community health, well-being and learning outcomes when making school facility decisions.
  - To promote resilience by utilizing the school building as a climate adaptation and climate mitigation tool.
  - To educate future and current generations how to support a stable climate and economy for all generations.
- F. LTCC: Set an example for how net zero emissions can be achieved in the education sector, and to be a leader in the basin on responsible climate solutions. Provide robust educational opportunities for the Tahoe basin community utilizing work experience and internships.
- G. EDC: Increase efficiency, sustainability, and resiliency at county facilities.

## Memorandum Section Two: Objectives and Operations

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### I. OBJECTIVES OF THE STZED

The STZED will work to implement greenhouse gas reducing projects at our respective facilities. The Parties commit to sustained, regular communication for idea and opportunity sharing, project development, cost savings, and for outreach and education celebrating project successes. In the face of increasing severity of weather-related risk and fire posed by climate change, the Parties' objectives include but are not limited to the following.

- A. Provision of technical guidance, performance evaluation metrics, and data. archiving services for achieving and tracking greenhouse gas reductions.
- B. Increase the resilience of our critical infrastructure.
- C. Secure and coordinate resources to support local and regional greenhouse gas reducing projects.
- D. Accelerate the creation of new, green well-paying jobs.
- E. Implement greenhouse gas reducing projects as in a timely manner.
- F. Explore opportunities for locally sited renewable energy development that can provide economic benefit.

### II. OPERATIONS OF THE STZED

The Parties are committed to creating and maintaining an equitable, transparent, accountable and sustainable cooperative working relationship. Accordingly, the Parties will mutually participate in initiating the ongoing work of the STZED.

Each of the Parties may offer, at their discretion, opportunities for activities and programs to foster the STZED. The Parties contemplate possible implementation of programs and activities including but not limited to the following.

- A. Research, and/or host/participate in educational, community and cultural activities.
- B. Sponsorship and/or participation in, meetings, workshops, conferences, lectures, seminars, demonstrations and other appropriate events.
- C. Collaborations on grant applications and other funding and cost-efficiency opportunities
- D. Specific activities and programs implemented under authority of this MOU will be subject to availability of funds and other resources, as well as to the approval of each of the Parties' authorized representatives.
- E. Each Party will be responsible for costs and expenses incurred by its employees and agents as a result of the activities conducted pursuant to this MOU as stipulated by subsequent MOUs and/or written agreement.

This MOU defines a cooperative process between the Parties. Nothing in this MOU will be construed as creating a binding legal relationship between the Parties. This MOU is a broad statement of intent which sets forth the general basis upon which the Parties wish to proceed. No legal liability will arise in respect of any subject matter hereof unless a subsequent binding agreement is negotiated, approved and executed by the Parties.

### III. ROLES OF THE PARTIES

The responsibilities of the Parties will evolve as the STZED matures and expands. As of the inaugural year of this MOU, the responsibilities and commitments of the Parties can be broadly stated as encompassing the provision of the following.

- Coordination, scheduling, convening of regular meetings. The Parties agree to work together to annually designate a Coordinator among staff from the Parties.
- Promotion of the STZED for purposes of securing external funding.
- Sharing of ideas and accomplishments for purposes of educating and inspiring the Parties.
- Engagement in considering opportunities for relevant partnerships with one or more of the Parties.

## Memorandum Section Three: General Conditions

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### I. PARTY DESIGNATION FOR PARTICIPATION.

The Parties designate participation in STZED via the following job titles/roles within the individual organization. This will be reviewed and updated as needed.

A. For the City of South Lake Tahoe:

City Manager and/or Sustainability Coordinator

B. For Barton Hospital:

Administrative Director of Facilities

C. For South Tahoe Public Utility District:

Public Affairs and Conservation Manager

D. For South Tahoe Refuse:

President

E. For Lake Tahoe Unified School District:

Associate Superintendent, Business Operations

F. For Lake Tahoe Community College:

Director of Human Resources

G. For El Dorado County:

Deputy Director, Tahoe Planning & Stormwater Division

## II. MODIFICATIONS

- A. This may be modified with the written approval of all the of the Parties, provided that the Part(ies) proposing a modification or amendment submits the same in writing to the other Parties at least (60) days in advance of the proposed modification date. This MOU may be modified with less than sixty days' advance notice if all of the Parties so agree in writing.
- B. Additional Parties may be added to this MOU in accordance with the above procedure for Modification. Such additions would be memorialized in writing as consecutive amendments to this MOU.

## III. TERM

This MOU shall become effective as of the date it has been executed by all Parties. It may be reviewed periodically as the Parties mutually agree. It shall remain in effect indefinitely unless and until terminated by one or more Parties in accordance with the below Item IV., Termination.

## IV. TERMINATION

Any Party may terminate its participation in this MOU without cause provided that the terminating Party submits written notice to the other Parties at least thirty (30) days in advance of the intended termination date.

Signatures will be on the following page.

## Acknowledged and Agreed

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In witness whereof, the Parties have executed this MOU on the dates written below.

_____ Joe Irvin City Manager City of South Lake Tahoe	Date	_____ Name Title Barton Hospital	Date
_____ John Thiel General Manager South Tahoe Public Utility District	Date	_____ Jeff Tillman President South Tahoe Refuse	Date
_____ Andrea Salazar Associate Superintendent, Business Operations Lake Tahoe Community Unified School District	Date	_____ Name Title Lake Tahoe Community College	Date
_____ Wendy Thomas Chair, Board of Supervisors El Dorado County	Date		