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# Board of Supervisors Memorandum

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December 4, 2018

**Memorandum of Understanding:  
Pima County and Tucson Emerging 2030 District**

As part of a greater community effort in the urban core to reduce greenhouse gas emissions and to achieve greater energy and water efficiencies, the Tucson Emerging 2030 District has invited Pima County, the City of Tucson and The University of Arizona to participate voluntarily as Community Partners through a Memorandum of Understanding (MOU) in working towards these goals. Given Pima County's existing goals established in Board Resolution 2017- 39 and Resolution 2017-51 to reduce greenhouse gas emissions, as well as reduce water and energy consumption in County buildings, this MOU is consistent with current County policy.

Background:

"2030 Districts" are a national network of organizations in 20 cities in North America that are working with property owners and community stakeholders to reduce energy use and water waste in buildings and carbon emissions by 50 percent by the year 2030. The effort to establish a 2030 District in Tucson began three years ago, through the leadership of Mr. Peter Dobrovlny, a retired architect, who helped to establish one of the nation's first 2030 Districts in Seattle, Washington. In Tucson, the continued participation of business owners, residential property owners, neighborhoods and nonprofit agencies led to the progression of its status a Phase I "Prospective 2030 District" to a Phase II "Tucson Emerging 2030 District" in 2017.

Obligations and Benefits:

There are no fees to join as a Community Partner. The obligations and benefits of joining the Tucson 2030 District include the following excerpt from the Tucson 2030 District brochure for Community Partners:

- Community Partners Acknowledge:
  - The importance of reducing greenhouse gas emissions district-wide.
  - That being part of a high-performance District has benefits for all District stakeholders.
  - That no one organization or sector can get there alone, collective, community-wide solutions are needed.
  - That each Partner is part of the solution and will work to reduce its own emissions, as they are able to do so.
  
- Community Partner Responsibilities:
  - Share energy, water and consumption data if they own/occupy buildings in the 2030 District, by benchmarking performance with Energy Star Portfolio Manager. That information would be used anonymously to track overall District-wide performance.
  - Support and promote conservation and greenhouse gas reductions in the Tucson 2030 District.

The Honorable Chair and Members, Pima County Board of Supervisors  
Re: **Memorandum of Understanding: Pima County and Tucson Emerging 2030 District**  
December 4, 2018  
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- Periodically share best practices and lessons learned in the interest of improving the local industry capacity.
  - Provide strategic input into District consultations aimed at overcoming systemic barriers to conservation.
- Community Partner Benefits:
- Recognition for leadership as a Community Partner in the Tucson 2030 District.
  - Access to Tucson 2030 District advice, information and programs to support conservation goals.
  - Access to the 2030 Districts Marketplace and Toolkits for Exclusive Incentives, Discounts and Programs, Small Commercial Toolkit, Project Financing and discounts on HVAC equipment.
  - Input into Tucson 2030 District advocacy and program development.
  - Opportunities to participate in cutting-edge research and pilot programs in support of low-carbon development.
  - Support from Tucson 2030 District Partners in benchmarking building(s).

Recommendation:

Pima County is currently implementing various sustainability measures in the recently adopted 2018 Sustainable Action Plan for County Operations that are consistent with the goals of the Tucson 2030 Emerging District. I recommend the County enter into the attached MOU as a Community Partner with the Tucson Emerging 2030 District, joining with the City of Tucson and The University of Arizona, and others, to collaboratively work towards reducing greenhouse gas emissions; and energy and water use within the District as a whole.

Sincerely,



C.H. Huckelberry  
County Administrator

CHH/lab – November 9, 2018

c: Linda Mayro, Director, Sustainability and Conservation



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Award  Contract  Grant

Requested Board Meeting Date: December 4, 2018

\* = Mandatory, information must be provided

or Procurement Director Award

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**\*Contractor/Vendor Name/Grantor (DBA):**

Tucson Emerging 2030 District

**\*Project Title/Description:**

Tucson Emerging 2030 District Memorandum of Understanding (MOU)

**\*Purpose:**

Voluntary membership as a community partner together with other property owners within the district to work collaboratively towards reducing energy and water consumption as well as green-house gas emissions from transportation and other sources.

**\*Procurement Method:**

No-cost, voluntary MOU.

**\*Program Goals/Predicted Outcomes:**

Work towards the reduction of greenhouse gas emissions, reduce water and energy use by up to 50% by 2030.

**\*Public Benefit:**

Conservation of potable water and reduced energy use and operation costs in county buildings and facilities.

**\*Metrics Available to Measure Performance:**

Benchmark current energy and water use in buildings and facilities and measure annually to mark performance toward meeting goals.

**\*Retroactive:**

No.

**Contract / Award Information**

Document Type: CTN Department Code: SUS Contract Number (i.e., 15-123): 19\*0058

Effective Date: 11/6/2018 Termination Date: 12/31/2030 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* None  Revenue Amount: \$ None

\*Funding Source(s) required: No cost

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified?  Yes  No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number?  Yes  No

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)  Award  Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? \_\_\_\_\_

Contact: Julie Robinson

Department: Sustainability & Conservation Telephone: 724-9492

Department Director Signature/Date: [Signature] 10/19/2018

Deputy County Administrator Signature/Date: [Signature] 10/29/18

County Administrator Signature/Date: [Signature] 10/29/18

(Required for Board Agenda/Addendum Items)

**MEMORANDUM OF UNDERSTANDING**  
*between*  
**PIMA COUNTY**  
*and*  
**The TUCSON EMERGING 2030 DISTRICT**

I. Parties:

This Memorandum of Understanding, effective when fully executed, is between Pima County and the Tucson Emerging 2030 District, a non-profit corporation, hereinafter referred to as "Parties" to the Memorandum of Understanding (MOU). The Tucson Emerging 2030 District is a non-profit 501(c)3 corporation, with a voluntary membership of real estate owners, managers, developers, industry professionals and community stakeholders who agree to work collaboratively towards substantially reducing energy and water consumption as well as climate-changing emissions from transportation.

I. Shared Understanding:

The Parties understand that:

- A. The Tucson Emerging 2030 District aims to bring public and private stakeholders together to work towards reducing the cumulative energy and water use within the District boundaries by 50%, and transportation emissions by 50% by December 31, 2030.
- B. Pima County has a long history of adopting strong sustainability policies and practices, notably the Sonoran Desert Conservation Plan in 2001, a Sustainable Action Plan for County Operations since 2008, and the Climate Resolutions of 2017 that aligned County efforts with those of the Paris Agreement.
- C. Pima County, the University of Arizona and the City of Tucson have agreed to share best practices and work to support the goals of the Tucson Emerging 2030 District.

II. Goals and Objectives:

Under this Memorandum of Understanding, the Parties will work collaboratively toward the goals and objectives of the Tucson Emerging 2030 District by:

- A. Measuring the energy and potable water use from all County-owned buildings within the Tucson Emerging 2030 District boundaries (*Appendix A*), and sharing those data with 2030 District staff. This data will then be added to aggregate District wide totals, and compared to the District-wide energy and water baselines to measure overall progress;
- B. Taking measures to conserve potable water and energy use where appropriate and economically and financially feasible;
- C. Continuing ongoing efforts to expand commitments to include stormwater harvesting and reduction of emissions from transportation, where appropriate and economically and financially feasible;
- D. Working toward the targets outlined in the Sustainable Action Plan for County Operations; and

- E. Collaborating with the University of Arizona, the City of Tucson, and fellow participants of the Tucson Emerging 2030 District, to share ideas and best practices for energy and resource conservation and efficiency.

III. Responsibilities:

It is the responsibility of the Parties to participate in 2030 District working groups and meetings, of which the University of Arizona and the City of Tucson will be a part; to share data and best practices with participating members; and to work collaboratively to support and promote water and energy conservation within the Tucson Emerging 2030 District boundaries.

IV. Use of Information Agreement

The Tucson Emerging 2030 District understands that information provided to the organization may be of a confidential nature. Accordingly, the Tucson Emerging 2030 District agrees to keep all information provided in the strictest confidence, and agrees not to use such information for itself, or disclose any such information to any third party other than authorized employees, consultants, and board/committee members of the Tucson Emerging 2030 District directly involved in data review and processing for official business functions.

Pima County understands that building performance information from individual buildings will be aggregated with other buildings, and only the aggregated totals for district-wide performance will be publicly disclosed. Such information may be also disclosed as aggregated totals for smaller categories, but in no event will specific information with respect to any one building or any one owner or manager be publicly disclosed.

However, the Tucson Emerging 2030 District shall be permitted to publicly disclose and use the following:

- A. Information which, at the time of disclosure, is published or is otherwise in the public domain;
- B. Information which, after disclosure, becomes part of the public domain other than through a breach of this policy by the Tucson Emerging 2030 District; or
- C. If Pima County Administration provides consent to disclosure of such information in writing.

The Tucson Emerging 2030 District will collect energy and water use data for the County-owned buildings within the district boundaries. Pima County will grant "read-only" access to the EPA Portfolio Manager accounts for these properties, to the following shared Portfolio Manager Account: *Tucson\_2030\_District Data*. The Tucson Emerging 2030 District will aggregate the data with the data from all other members of the District and share progress against the overall District Baselines. No individual properties will be identified.

V. Statutory Responsibilities:

- A. The undersigned recognize that public entities have specific statutory and regulatory authority and responsibilities, and that actions of public agencies must be consistent with applicable procedural and substantive requirements. Nothing in this MOU is intended to or shall have the effect of constraining or limiting any public entity in carrying out its statutory responsibilities.

B. Pima County's voluntary participation in the Tucson Emerging 2030 District does not imply endorsement of, or concurrence with, the actions, viewpoints or objectives of the other Tucson Emerging 2030 District stakeholders, associated 2030 District staff, or the national 2030 District Network. Pima County's participation does not abridge its independent authority to review, prioritize, execute, or cancel any associated projects for which its own funds have been allocated.

VI. Resources:

Pima County's commitments and obligations under this Memorandum of Understanding are subject to the allocation of resources. The Parties acknowledge that this Understanding does not require either Party to expend resources or funds unless and until the Pima County Board of Supervisors affirmatively acts to commit to such expenditures as evidenced in writing.

VII. Term:


The Memorandum of Understanding is effective from the date of signature until the goals and objectives of the Tucson Emerging 2030 District are reached or until December 31, 2030, whichever is earlier, unless and until the Parties amend this Understanding or a Party withdraws from participation in the 2030 District and memorializes that intent to withdraw in writing.

SIGNED AND ACCEPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018.

PIMA COUNTY BOARD OF SUPERVISORS

TUCSON EMERGING 2030 DISTRICT

\_\_\_\_\_  
Chairman of the Board

  
John Eisele, Executive Director

ATTEST

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT

APPROVED AS TO FORM

  
Director, Pima County Office of  
Sustainability and Conservation

  
Deputy County Attorney  
**KELL OLSON**

Appendix A: Map of 2030 District Boundaries

