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.

II. 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.

III. 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

[Signature]
Chairman of the Board

DEC 4 2018

TUCSON EMERGING 2030 DISTRICT

[Signature]
John Eisele, Executive Director

ATTEST

[Signature]
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT

[Signature]
Linda Margo
Director, Pima County Office of Sustainability and Conservation

APPROVED AS TO FORM

[Signature]
KELL OLSON
Deputy County Attorney
Appendix A: Map of 2030 District Boundaries