

## Attachment A

### WATER & ENERGY FUTURE COLLABORATION MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF PHOENIX AND SRP

This Memorandum of Understanding (MOU) articulates a collaboration between Salt River Project Agricultural Improvement and Power District (SRP) and the City (City of Phoenix), an Arizona municipal corporation ("Phoenix") located in Maricopa County, Arizona. SRP and "the City" hereinafter are referred to collectively as the "Parties" and individually, as "Party".

#### RECITALS

**WHEREAS**, SRP is a community-based not-for-profit water and energy company, providing reliable, affordable, and sustainable water and power to more than 2 million people living in central Arizona;

**WHEREAS**, SRP is committed to building a sustainable future for all, leading by example and enhancing the communities in which we live and serve;

**WHEREAS**, SRP has been a leader in developing and maintaining sustainable water supplies for central Arizona for over 100 years;

**WHEREAS**, SRP is taking significant action to reduce carbon emissions by bringing online more than 2,000 MW of utility scale solar by 2025 and pursuing additional carbon-free resources;

**WHEREAS**, SRP has a robust set of 2035 corporate goals focused on meeting customer needs, wants and aspirations, demonstrating commitment to innovation and sustainability, enhancing workforce development to provide new opportunities and reflect societal diversity, providing public policy and thought leadership on water, energy, and economic development issues, and establishing broad community partnerships;

**WHEREAS**, the City has adopted an ambitious goal of carbon-neutral electricity for City operations by 2030 through renewable energy projects, energy efficiency upgrades, and utility partnerships, and a goal of a carbon neutral community by 2050;

**WHEREAS**, the City has adopted a goal to support policies and projects that that help shape an electricity grid that is net-zero GHG emissions by 2050;

**WHEREAS**, the City has adopted a goal of being an international leader in water stewardship and an ongoing goal of a 100-year supply of clean and reliable water;

**WHEREAS**, the City has adopted a goal to increase outreach and provide programs to residents and businesses to reduce water use to 155 gallons per capita per day (GPCD) by 2030.

**WHEREAS**, the City has adopted a goal to rapidly accelerate electric vehicle (EV) adoption in the community and expand publicly accessible EV charging infrastructure throughout the City to result in 50% of all vehicle sales being electric vehicles by 2030;

**WHEREAS**, the City is seeking partnerships to improve air quality in the region and set a goal to meet U.S. EPA National Ambient Air Quality Standards;

**WHEREAS**, the City supports increased energy efficiency, renewable energy and new electric vehicle charging requirements in building codes, to achieve carbon neutral buildings city-wide by 2050 with all new construction being net-positive in both energy and materials by 2050;

**WHEREAS**, the City set a goal to become a top tier Heat-Ready City by 2025 that includes building a network of 100 “cool corridors” by 2030 and increasing shade provided by trees or constructed shade in the City to achieve a 25% tree and shade canopy in pedestrian areas by 2030—prioritizing communities most vulnerable to heat;

**WHEREAS**, the City set a goal to transform 150 miles of canals to vibrant safe and shaded spaces for walking and biking;

**NOW, THEREFORE**, the Parties agree as follows:

- 1. Purpose.** This MOU establishes a fundamental framework for an innovative collaboration to achieve ambitious goals for drought resilience and carbon-emission reductions. The collaboration seeks to align the efforts of the City of Phoenix and SRP to create a resilient water supply and low carbon future that will benefit the City of Phoenix, its residents, businesses and SRP’s customers.
- 2. Scope of Collaboration.** City of Phoenix and SRP will work to support and achieve a shared vision in areas of mutual alignment, while using data, technology and collaboration to create a more sustainable and efficient City of Phoenix for the benefit of residents, businesses and the broader community. The Parties will work toward minimizing both external and internal barriers to the rapid implementation of innovations.
- 3. Areas of Collaboration.** The Parties will focus cooperation on the following areas, which will be more clearly defined in a Work Plan that will be regularly updated by both parties:
  - a. *Drought resilience/forest health:* Provide a clean and reliable 100-year water supply. Address forest health and wildfire resilience in order to reduce water quality concerns.
  - b. *Electric vehicle partnerships:* Increase and leverage opportunities that focus on EV policy, education and awareness, and incentives around single-family homes, commercial and multifamily dwellings, public charging, and fleet electrification.
  - c. *Decarbonization:* Reduce carbon emissions and increase renewable and clean energy resources with a focus on pilot projects that address energy equity, energy insecurity, job training opportunities, affordable housing, and resident and business-centered solutions.
  - d. *Infrastructure:* Identify opportunities to streamline and follow permitting and approval processes to facilitate the Parties’ shared goals of drought resilience and low carbon, renewable energy utilization. Address critical operational infrastructure challenges and opportunities, such as extreme heat impacts and the development of resilient energy solutions.

- e. *Social justice and heat resilience*: Collaborate to address social justice and equity issues caused by extreme heat. Promote energy efficiency, and other programs for limited-income families to attenuate the cost of essential energy services.
  - f. *Regional collaboration*: Identify opportunities to increase collaboration across SRP's service territory with counties, cities, towns, community-based organizations, and the business community on resilience to extreme heat, drought resilience and decarbonization.
- 4. Planning, Progress and Execution.** After execution of this MOU, the Parties will jointly develop and agree on a "Work Plan" to advance the Water & Energy Future Collaboration – MOU.
- a. The City of Phoenix and SRP will meet at least quarterly. The Parties will provide staff and resources appropriate to support the work.
  - b. Work Plan development will begin in March 2022 to facilitate budgetary planning needs for the Parties' respective fiscal years.
  - c. The Work Plan will be updated on an annual basis. The Work Plan will detail the deliverables to be presented, as well as a timeline, and align with the intent of this MOU. The Parties will use their best efforts to achieve such deliverables in the prescribed timeframe. The Parties acknowledge that certain deliverables may be executed across multiple years.
  - d. On an annual basis, beginning one year after this MOU goes into effect, the Chief Sustainability Officer for Phoenix, in conjunction with a designated SRP counterpart, will prepare a report that documents MOU work progress and achievements. These results, positive or negative, will be reported to signers of this document with a recommendation that they be discussed and, where appropriate, resolved.
- 5. Waiver and Legal Applicability.** The Parties agree that this MOU memorializes the intent of the Parties regarding Water and Energy Future Collaboration, but does not create a legally enforceable agreement, or any rights, duties obligations or liabilities whatsoever.
- 6. Status of Relationship.** Nothing in this MOU shall be deemed or construed as creating a joint venture, trust, partnership or any similar legal relationship among the Parties. Parties shall be responsible for furnishing all their own labor, materials and supplies necessary to complete the work provided for in this MOU, each at its own expense.
- 7. Duration.** This MOU is effective on the date it is fully executed by the Parties and shall remain in effect every five (5) years upon the effective date. The MOU will be reviewed annually unless terminated by either Party through 30-days written notice to the other Party. Upon written agreement of the parties, the term of the MOU may be renewed for three additional one (1) year periods. The Parties may also agree to modify or amend this MOU by mutual consent in writing by the authorized individuals from Phoenix and SRP.
- 8. Counterparts.** This MOU may be executed in two or more original, facsimile, or digital counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

**9. Compliance with Law.** The parties hereby agree to comply with all applicable federal and state laws and regulations applicable to this MOU.

**10. Contacts.** Any communication under this MOU in relation to its continuation, termination or alteration will be in writing to the Parties listed below. Communications may also be sent electronically.

**11. Non-discrimination.** The parties and their officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this MOU, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, religion, color, national origin, ancestry, age, disability, gender, gender identity, sexual orientation, familial status or United States military service veteran status.

**12. Cancellation for Conflict of Interest.** The parties agree that this MOU may be cancelled for conflict of interest in accordance with Arizona Revised Statutes §38-511.

**13. Severability.** If any provision of this MOU shall be declared legally void, illegal or unenforceable, the remaining provisions of this MOU shall be valid and enforceable to the extent permitted by applicable law, provided that the fundamental purposes of this MOU are not defeated by such severability.

**CITY OF PHOENIX**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SALT RIVER PROJECT AGRICULTURAL  
IMPROVEMENT AND POWER DISTRICT**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_