

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATURAL RESOURCES DEFENSE COUNCIL, INC.
AND THE
CITY OF SAN ANTONIO**

I. PURPOSE

This Memorandum of Understanding (“MOU”) establishes the terms and conditions for the working agreement (“Agreement”) between the Natural Resources Defense Council, Inc. (“NRDC”) and the City of San Antonio (the “City”), in support of the American Cities Climate Challenge (“ACCC” or “Challenge”). NRDC together with the City are also referred to as the “parties.”

II. BACKGROUND

The ACCC is a national initiative to create healthier and more prosperous American cities by supporting a critical mass of the most populous cities in meeting or exceeding their city’s equivalent of the U.S. emission reduction targets under the Paris Climate Agreement. By participating in the ACCC, cities will support bold solutions that can be replicated by other municipalities nationwide and around the world to advance local economic prosperity and reduce pollution. Bloomberg Philanthropies has provided NRDC with funding for the Challenge.

On June 1, 2018, Bloomberg Philanthropies announced the ACCC and opened up a competitive application process to the 100 most populous cities in the United States to participate in the Challenge. The first round of applications was opened on June 19, 2018 and closed July 18, 2018. Fifty-one cities responded to the open call and submitted applications to the Challenge. In August 2018, 37 of those cities were selected through a competitive process based on the applications to participate in site visits by Challenge staff to learn more about each city’s impact goals. Those cities each submitted detailed work plans to Challenge staff outlining their own initiatives (the City’s specific work plan is attached hereto as Exhibit B). In October 2018, 25 cities’ initiatives were selected through a competitive process by Challenge staff to participate in the Challenge and receive support.

NRDC is a 501(c)(3) public charity established in 1970 with the mission to safeguard the Earth: its people, its plants and animals and the natural systems on which all life depends. NRDC has the experience and ability to support a participating City’s execution of buildings and transportation initiatives, which will enhance the City’s ability to achieve the long-term success of those initiatives and benefit other communities seeking to implement similar initiatives.

III. AGREEMENT TO PARTICIPATE

The City agrees to participate to the best of its ability in the ACCC and pursue the successful execution of the initiatives, measures and other actions and goals in the work plan submitted to the Challenge and the City Strategy Overview prepared from the work plan and defined in Section V, both of which are attached to this Agreement.

In the event of any conflict between the work plan and City Strategy Overview, the terms of the latter shall prevail. NRDC will support the City in the achievement of all such initiatives, measures and other actions and goals to which it has committed, for the duration of the City's participation in the ACCC, as more specifically set forth in this MOU.

IV. COMMITMENTS BY NRDC

For the duration of the City's participation in the ACCC, and at no expense to the City, NRDC will use commercially reasonable efforts to provide support, resources and opportunities to assist the City in achieving goals contained in the City Strategy Overview and described in the Support Package, as defined below under Section V, including but not limited to the following:

1. Designate two NRDC employees (the "Climate Advisors") to report to the ACCC City Lead (as defined in Section V), who shall be available for input and general direction on work schedule, tasks and assignments for the purpose of advancing the City Strategy Overview. The Climate Advisors are employees of NRDC, a City contractor, and NRDC alone. The Climate Advisors shall not be considered employees of the City at any time during the duration of the City's participation in the ACCC, and the City shall not be responsible for the Climate Advisors' compensation, benefits or expenses;
2. Share best practices and expertise on all aspects of initiative design and implementation including regular access to staff at NRDC and Third Parties, defined below, as appropriate;
3. Provide additional discretionary resources to support local organization involvement in ACCC, stakeholder engagement, compliance with programs, and enhanced technical, analytical, and communications capabilities of the City, where applicable and as determined by NRDC in its sole discretion;
4. Identify and assist the City in securing additional resources to achieve the goals in its City Strategy Overview and its resource commitment requirements, where applicable and as determined by NRDC in its sole discretion;
5. Assist the City in peer-to-peer networking with other cities, including hosting in-person forums involving other cities and partners participating in the ACCC at the sole expense of NRDC;
6. Designate an NRDC employee outside of the Climate Advisors (the "NRDC City Strategist"), to direct NRDC's work with the City on the Challenge and serve as the City's primary NRDC contact; and
7. Designate an NRDC employee outside of the Climate Advisors and NRDC City Strategist (the "NRDC Director of Strategy and City Engagement"), to manage the NRDC City Strategist.

With prior express written approval from the City, NRDC reserves the right to direct its affiliate NRDC Action Fund Inc. to provide support, resources and opportunities outlined in this Section IV.

With prior express written approval from the City, NRDC reserves the right to direct independent contractors retained by NRDC or an affiliate to provide support, resources and opportunities outlined in this Section IV.

“Third Parties,” referenced in this Section IV, Section V, Section XIV and Exhibit A hereto, are parties associated with the ACCC who are not affiliated with or under contract with NRDC. Third Parties provide support, resources and opportunities to Cities outside of those listed in this Section IV. NRDC is not responsible for Third Parties’ ultimate delivery of support, resources and opportunities to Cities, and Third Parties’ failure to provide resources outlined in the Support Package (further described below in Section V) shall not be a basis to terminate this MOU under the provisions of Section XV.3.

V. COMMITMENTS BY THE CITY

The City commits to pursue to the best of its ability implementation by December 31, 2020 of initiatives to reduce net emissions. Such pursuit must comply with applicable laws, ordinances, rules and policies and maintain collaboration among the City and its major stakeholders, and such initiatives shall include the following:

1. Meet municipal electricity demand with renewable energy;
2. Benchmarking, audit, and retro-commissioning (RCx) policies for existing buildings;
3. EV and solar readiness or installation requirement;
4. New financing programs for energy efficiency, renewables, and infrastructure;
5. Improve public transit speed, reliability and user experience;
6. Ubiquitous electric vehicle (EV) charging infrastructure;
7. Commuter incentives;
8. Define and expand the high-frequency public transit network to achieve significant ridership increases; and
9. Subject to prior express written approval from NRDC, Deep Energy Retrofits and Zero Net Energy Policy (ZNE) for municipal buildings.

In support of the City’s pursuit of such implementation of these initiatives, the City further commits to the best of its ability to undertake the following actions:

1. Develop a multi-year plan (the “City Strategy Overview”), the initial version of which is attached hereto as Exhibit C. The City Strategy Overview describes the City’s goals and the initiatives and key actions that the City intends to undertake in order to achieve these goals. The City Strategy Overview is jointly developed by the City, NRDC and Third Parties, and shall be updated every six months by the City and NRDC to reflect any necessary changes. The City Strategy Overview shall include the following items:
 - a. Emissions reductions targets for the City’s initiatives;
 - b. Descriptions of the key elements of each initiative and the actions undertaken to achieve those initiatives;
 - c. Year 2020 goals of key actions and key indicators that will be used to measure progress toward those goals;
 - d. City-based and non-City based resources and support needed by the City to achieve each action;
 - e. Estimated amount of time that key staff employed by the City can commit to the design, adoption and implementation of the actions; and
 - f. A designated City employee (the “City ACCC Lead”), who shall oversee the City’s execution of its City Strategy Overview. The City ACCC Lead shall be the

City's Chief Sustainability Officer until such time as he or she becomes unavailable or ceases to report to the City Mayor. In either case, the City shall designate as soon as reasonably practicable another City employee who reports to the City Mayor as the City ACCC Lead. The role of such City employee must be reasonably satisfactory to NRDC in the event that such City employee is not the City's Chief Sustainability Officer.

2. Develop a support package along with NRDC and Third Parties, outlining resources that will be provided by NRDC and Third Parties (the "Support Package", attached hereto as Exhibit D. NRDC reserves the right to unilaterally modify the Support Package provided that no resources made available to the City are decreased as compared to those listed on the Support Package as of the date this MOU was first executed.
3. Develop and share with NRDC and Third Parties a delivery plan regarding the detailed activities and deliverables pertaining to milestones that will occur during the duration of the City's involvement with the ACCC (the "Delivery Plan"). The Delivery Plan shall be subject to periodic review by the City, NRDC and Third Parties, with the intention that feedback be provided for further development of the Delivery Plan. The Delivery Plan shall be updated by the City, NRDC and Third Parties at least once every three months, in so far as practicable, to reflect any changes.
4. Provide NRDC and Third Parties with information as permitted by City laws, ordinances, rules, and policies to enable them to successfully assist the City as set forth in this MOU, including information related to emission metrics.
5. Participate in the ACCC network of peer cities to share best practices with NRDC and other cities participating in the ACCC, including work products and materials, programmatic concepts and successful processes.
6. Make the City ACCC Lead available to meet with designees of NRDC at least once every three months, in so far as practicable, at a reasonable time and mutually agreed upon place, throughout the duration of the City's involvement with the ACCC.
7. Provide the Climate Advisors with City resources, including the following:
 - a. A climate-controlled work space, including use of a desk, chair, and file cabinet, with the exact location to be determined by the City. The work space shall only be used for general office purposes and accessed during normal business hours, unless the Climate Advisors receive express permission to access the work space outside normal business hours;
 - b. Internet access;
 - c. Access to and use of a printer, copier, scanner and fax machine, including any required network connectivity;
 - d. Cleaning, recycling and maintenance of the work space; and
 - e. Access to City information and materials necessary for the Climate Advisors to reasonably perform their duties, so long as it is permitted by City laws, ordinances, rules, and policies.
8. Make reasonable use of the City Mayor's time, participating in no less than three meetings per year with senior officials of the Challenge team to discuss the City's progress on the initiatives described in its City Strategy Overview.
9. Use reasonable best efforts to prioritize staffing in operations departments, such as the City Attorney's Office, to support the ACCC work.

10. Use reasonable best efforts to take all necessary and appropriate actions to complete the work stated in City Strategy Overview in accordance with the timeline and other provisions set forth therein.
11. Use reasonable best efforts to coordinate with NRDC and its partners and other funders, whether or not they are parties to this Agreement.
12. Use reasonable best efforts to provide information that will facilitate coordination between NRDC, Third Parties and other entities also involved in the Challenge, including cooperating with and supporting NRDC's compliance with all requirements of funding provided to NRDC for use on ACCC expenses by adhering to the requirements set forth in Exhibit A hereto (the "Funding Requirements").
13. Make the City ACCC Lead and other relevant City staff available for conference calls to discuss the status of the ACCC work with representatives of NRDC and Third Parties, at a time mutually agreed upon by the parties acting reasonably, and occurring on a quarterly basis.

VI. SELECTION AND MANAGEMENT OF THE CLIMATE ADVISOR

NRDC shall determine and lead the hiring and retention process for the Climate Advisors, including the development of a position description and the advertisement of the position. NRDC will coordinate the hiring process with the City and solicit feedback on the selection of potential candidates for the Climate Advisors, but NRDC shall have exclusive hiring authority, provided that NRDC shall not hire any individual objected to in writing by the City. NRDC shall conduct periodic reviews, but not less than one review annually, to evaluate the work-related performance of the Climate Advisors. NRDC shall coordinate such reviews with the City and solicit feedback from the City ACCC Lead. The City ACCC Lead shall report any work-related issues with the Climate Advisors to the manager of the ACCC program at NRDC. NRDC reserves the right to terminate one or both of the Climate Advisors for any reason or no reason. In the event of termination of a Climate Advisor, the City and NRDC shall meet and confer in good faith to discuss reinstatement of the Climate Advisor to City Hall or provision of a replacement Climate Advisor in so far as practicable.

VII. PARTICIPATION IN NRDC ACTIVITIES

NRDC may require or invite the Climate Advisors to participate in NRDC's employee events and meetings or attend conferences or other offsite meetings or events. NRDC shall bear the employee-related expenses for any such travel, meetings and events (provided that such expenses are in accordance with NRDC's expense reimbursement policies, as they exist from time to time). NRDC shall coordinate with the City in all such cases requiring or inviting participation, which may include the following:

1. Weekly or bi-weekly NRDC staff meetings;
2. Quarterly in-person meetings; and
3. Conferences, meetings and other events designed to further the Climate Advisor's professional development and/or where the Climate Advisor's participation is designed to further NRDC's mission.

VIII. NOT AN EMPLOYEE OF THE CITY

The Climate Advisors shall not in any way be considered an employee of the City. NRDC and the City affirm that NRDC, and not the City, shall be responsible for any and all compensation

and benefits to be provided to the Climate Advisors and that the Climate Advisors shall not be entitled to receive:

- a) Any form of compensation, including but not limited to wages, salary, bonuses or any other form of remuneration from the City;
- b) Any retirement or health care benefits available to City employees, including but not limited to participation in any state, local or municipal pension or retirement or health care plans; or
- c) Any fringe benefits, reimbursement of expenses, or any other employment benefits available to City employees.

The City affirms the work to be performed by the Climate Advisors is not bargaining unit work, and that the City shall not request that the Climate Advisors perform any work that reasonably could be considered to be bargaining unit work or violate the terms of a collective bargaining agreement.

The City affirms:

- a) Climate Advisors shall not be participants in any career or civil service systems and shall not be protected by any career or civil service laws, ordinances, rules or regulations; and
- b) Climate Advisors shall not have or acquire any rights under any such systems, laws, ordinances, rules or regulations, including, but not limited to, the right to notice or a hearing.

The City affirms:

- a) The work to be performed by the Climate Advisors shall not be considered to be lobbying, and shall not be subject to or limited by any state, local or municipal laws, ordinances, codes, rules or regulations that prohibit or regulate the ability of City officials or employees to engage in activities related to lobbying; and
- b) The City shall not request that the Climate Advisors perform any work that violates or causes either of the Climate Advisors or NRDC to become subject to any such laws, ordinances, codes, rules or regulations.

The City further affirms the Climate Advisors shall not be deemed to be City officials or employees for purposes of any state, local or municipal ethics laws, ordinances, codes, rules or regulations that apply to City officials and employees, including, but not limited to, such laws, ordinances, rules, or regulations that impose ethics disclosure or reporting requirements, restrict use of municipal equipment or property or prevent or regulate secondary employment. NRDC shall provide the Climate Advisors with a telephone, a computer and other necessary equipment. The City shall provide the Climate Advisors with City resources, including Internet access and access to and use of a printer, copier, scanner and fax machine, including any required network connectivity (as contemplated by Section V). Subject to the terms and conditions in Section XVII of this MOU and any applicable public records requirements, the Climate Advisors may use resources provided by NRDC or the City for work related to performance of the Climate Advisors' duties under the MOU or work related to the Climate Advisor's employment with NRDC, but the Climate Advisors shall not be permitted to use such resources for unrelated purposes.

IX. COMPLIANCE WITH RULES

The Climate Advisors shall comply with policies, rules, regulations and procedures of the City relating to the use of equipment, office space and common areas at the City, provided that NRDC and the Climate Advisors shall have been provided in advance with written copies of such policies, rules, regulations and procedures. The Climate Advisors shall maintain the work space in a clean, orderly and neat fashion and shall not create or contribute to the creation of a nuisance and shall not engage in or permit any action that will disturb the quiet enjoyment of any occupants of the building. NRDC may remove the Climate Advisors from assignment at the City upon reasonable request of the City, should the Climate Advisors materially fail to obey the City's policies, rules, regulations and procedures or when, in reasonable judgment of the City, such removal serves the best interests of the City. In the event a Climate Advisor is removed pursuant to this Section IX, the City and NRDC shall meet and confer in good faith to discuss reinstatement of the Climate Advisor to City Hall or provision of a replacement Climate Advisor in so far as practicable.

The City ACCC Lead and NRDC City Strategist shall meet and confer prior to assignment of the Climate Advisors in order to ensure the Climate Advisors are able to comply with NRDC's document retention policies. A copy of NRDC's document retention policies shall be provided to the City.

The City represents and warrants that it is permitted under all applicable laws, ordinances, rules, and policies, including those concerning government ethics, to participate in the ACCC under the terms and conditions of this MOU and to accept resources from NRDC for these purposes. The City also represents and warrants that it has obtained all approvals from State and/or City attorneys, ethics bodies, and other authorities necessary to participate in the ACCC under the terms and conditions of this MOU and to accept resources from NRDC for these purposes.

X. TERM

This MOU shall be for a term commencing on the first date on which both of the parties shall have affixed their signatures to this MOU and shall expire on December 31, 2020, unless earlier terminated in accordance with the provisions herein.

XI. STATUS MEETINGS

As set out in Section V above the parties agree to meet to exchange information related to the status of the ACCC. The City will provide information related to the implementation of the ACCC in their specific jurisdiction. NRDC will provide information to the City related to the implementation of the ACCC in other jurisdictions, including supplying any additional information requested by the City.

XII. AFFILIATION WITH THE ACCC

NRDC supports the integration into the City's long-term vision for sustainability of all initiatives undertaken by the City with support from the ACCC, including any applicable sustainability or climate action plans. NRDC may use the City's name and describe the activities the City undertakes in conjunction with the ACCC, including in web and print materials produced for public consumption, subject to the terms and conditions in Section XVII of this MOU and the

City being given reasonable opportunity to review and suggest changes. Furthermore, NRDC may promote the involvement of the City in the ACCC through case studies, reports, and other media, subject to the conditions in Sections XIII and XVII of this MOU and the City being given reasonable opportunity to review and suggest changes. If the City notifies NRDC in writing of suggested changes during the contemplated review period, NRDC shall consider such changes in good faith and not unreasonably reject such changes.

XIII. OTHER PUBLIC COMMUNICATIONS

The City agrees to include a quote from the City's Mayor in the announcement of the launch of the ACCC, mutually agreed upon in advance by the City and NRDC. The City and NRDC agree to not promote the City's participation in ACCC publicly until after the formal launch announcement. The City will be available on reasonable notice to work with NRDC on future communication needs from high-level City officials during the duration of the ACCC.

The City agrees to coordinate with NRDC on public communications by or on behalf of the City that refer to the ACCC, and any such public communications must be mutually approved in advance by the City and NRDC. Any joint communications or materials will require the prior written approval of both the City and NRDC.

XIV. MODIFICATION OF THE CITY STRATEGY OVERVIEW

Any one of the parties to this MOU may propose modifications to the City Strategy Overview based upon internal or external circumstances that affect the City's ability to achieve the milestones and goals outlined in the plan or NRDC's ability to provide the support set forth in the Support Package. All substantive modifications, including modifications to the programs the City pursues or modifications to the ACCC timeline must be agreed upon by those who bear primary responsibility for the day-to-day management and execution of the ACCC and who are accountable for the overarching structure and strategy of the ACCC, including the City ACCC Lead and the NRDC Director of Strategy and City Engagement. The NRDC Director of Strategy and City Engagement shall not unreasonably withhold approval. If the City ACCC Lead and the NRDC Director of Strategy and City Engagement cannot reach an agreement about the terms of any such proposed modification, NRDC shall have the right to terminate this MOU in accordance with Section XV. If NRDC does not exercise its right to terminate, it shall agree to modify the City Strategy Overview by removing or altering the City obligation in question as directed by the City ACCC Lead, provided that in this instance NRDC shall also have the unilateral right to modify Exhibit D to ensure that the level of services being provided to the City is commensurate with the newly modified City Strategy Overview.

The City will provide notice to NRDC if a Third Party fails to deliver the services described in the Support Package and such failure is reasonably expected to cause the City to breach this Agreement. Upon receipt of such notice NRDC shall either (i) compel such Third Party to comply with its obligations under the Support Package, or (ii) replace the Third Party. If NRDC is unable to compel compliance or replace such Third Party, then the City and NRDC will amend this Agreement to remove or alter any City obligations made impossible to perform due to such Third Party's breach.

XV. TERMINATION OF MOU

This MOU may be terminated by the parties according to the following conditions:

1. Failure by the City to Update a City Strategy Overview: NRDC may terminate this MOU if the City fails to update the City Strategy Overview with any changes every six months, in so far as practicable, after the date hereof, assuming no reasonable communications have been made with the City that explain the delay in submission.
2. Failure by the City to Achieve Milestones: NRDC may terminate this MOU if, more than one year after the execution of this MOU, it determines that the City is substantially unable to achieve the milestones and goals outlined in its City Strategy Overview, or that the City has demonstrated an inability to dedicate the required resources to the achievement of the milestones and goals in its City Strategy Overview. Prior to terminating this MOU as provided in this Section XV.2, NRDC may initiate a process under Section XIV to propose modifications to the City Strategy Overview and clearly communicate these proposed modifications to the City in writing.
3. For Cause: Either the City or NRDC may terminate this MOU if the other party is in material breach of its obligations under this MOU, and such breach has not been corrected to the non-breaching party's reasonable satisfaction in a timely manner after written notice of such breach has been provided to the breaching party.
4. Notice: Unless otherwise specified herein, written notice of termination pursuant to this Section XV shall be given by the party terminating this MOU to the other not less than 30 calendar days prior to the effective date of termination.

XVI. RELATIONSHIP

This MOU shall not be construed as a joint venture or so as to make any one of the parties an agent of any of the other parties. Each of the parties hereto expressly disclaims any intention to enter into any such agency or joint venture and agrees to conduct itself so as not to act or purport to act on behalf of the other. This MOU does not authorize any party to act as the agent or legal representative of any other party for any purpose whatsoever and no party is granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of any other party, or to bind any other party in any manner or thing whatsoever.

To aid in the advancement of the City Strategy Overview, the Climate Advisors will be advising the City regarding governmental decisions. As such, the Climate Advisors may present themselves as working for NRDC to further the goals of the City Strategy Overview in spoken and written communications. Any individual that inquires about the Climate Advisor's status of employment or role within the City will be provided with information that confirms the Climate Advisors are employees of NRDC, and are advising the City pursuant to this Agreement.

XVII. CONFIDENTIALITY OF INFORMATION AND PROTECTION OF INTELLECTUAL PROPERTY

Each party recognizes that it may have access to information of a proprietary, private or confidential nature owned by another party (a "Disclosing Party"). Each party acknowledges that any proprietary, private and confidential information it shares with any other party under this MOU must be identified as such at the time of communication. As such, each party that receives or has access to information that has been so identified (a "Receiving Party") agrees to keep such information in strictest confidence and protect it from disclosure; provided that

the parties may disclose such information as required by any applicable ordinances, regulations and laws that govern the Receiving Party. The provisions of this Section XVII shall not apply to:

- a) Information that is publicly known or publicly available, other than as a result of breach of this Section XVII;
- b) Information obtained by a Receiving Party from a source other than a Disclosing Party, which the Receiving Party knows is not under an obligation of confidentiality to the Disclosing Party;
- c) Information that is independently developed by a Receiving Party without access to a Disclosing Party's confidential information;
- d) Information already in the possession of Receiving Party, provided that such information is not known by Receiving Party to be subject to any legal or contractual obligation of confidentiality owed to Disclosing Party; and
- e) Information that cannot be treated as proprietary, private, or confidential pursuant to applicable law.

Each party hereby waives any and all right, title and interest in and to such information of the other and agrees to return all physical copies, and destroy all electronic copies, of such information, except as otherwise agreed, at the expense of the party returning or destroying the information, upon request at the expiration or termination of this MOU. NRDC retains the right to aggregate otherwise confidential information for use in publications or other materials intended for public consumption, providing that individual confidentiality is maintained.

All rights and intellectual property rights (including copyrights), in any work, including, without limitation, all plans, research results, publications, developments, reports, processes, programs, analyses, website content, and other materials created or developed by or on behalf of the City and/or by the Climate Advisors ("Works") will be licensed to NRDC on a royalty-free basis to facilitate best practice sharing among participating cities in the Challenge and other interested cities.

XVIII. DISPUTE RESOLUTION

Any dispute or misunderstanding arising under this MOU shall first be addressed through written communications and negotiations between the parties if practicable. If the parties are unable to reach a resolution within a reasonable period of time, the parties shall schedule mediation with a mutually agreed upon mediator. Should mediation fail to render a resolution, any and all additional legal and equitable remedies available at law may be sought by either party.

XIX. LIMITATION OF LIABILITY

No party shall be liable to any other party for any incidental, indirect, special or consequential damages of any kind arising out of this MOU or the relationship between the City and NRDC. The provisions of this Section XIX will survive the expiration or earlier termination of this MOU.

XX. NOTICES

All notices and other communications pursuant to this MOU must be in writing, addressed to the parties at the applicable address set forth on the signature page hereof (or such other address as a

party may from time to time specifically designate in writing), must be sent by a nationally recognized overnight courier and will be deemed given on the date delivery is first accepted or refused, provided that time sensitive communications may be sent by email to the applicable email address(es) set forth on the signature page hereof (or such other address(es) as a party may from time to time specifically designate in writing), but such time sensitive communications will not be deemed given unless and until receipt is confirmed (and each party agrees to confirm as promptly as reasonably practicable if such confirmation is requested), and informal communications may be sent by regular mail or email.

XXI. MISCELLANEOUS PROVISIONS

Neither this MOU, nor any rights or obligations hereunder, may be assigned, delegated, transferred or sublicensed by any party, by operation of law or otherwise, without the express prior written approval of the other parties. This MOU cannot be modified orally, and none of the terms hereof will be deemed to be waived or modified except by an express agreement in writing signed by the party against whom such waiver or modification is sought to be enforced. This MOU contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

[Signature page follows]

IN WITNESS WHEREOF, the parties to this MOU have affixed their signatures:

Ron Nirenberg
Mayor, City of San Antonio

Date: _____

Douglas Melnick
Chief Sustainability Officer/City ACCC Lead
Office of Sustainability
1400 South Flores Street
San Antonio, TX 78283
Ron.Nirenberg@sanantonio.gov; douglas.melnick@sanantonio.gov

Date: _____

Cai Steger
Senior Director, Resilient Communities
Natural Resources Defense Council, Inc.
40 West 20th Street
New York, NY 10011
cangelides@nrdc.org; jmukhopadhyay@nrdc.org

Date: _____

EXHIBIT A – FUNDING REQUIREMENTS

The City shall use its best efforts to assist NRDC in:

- Complying with applicable laws, including by ensuring that resources provided to the City by NRDC are not used: (i) in support of, or to promote, violence, terrorist activity or related training, whether directly through its own activities and programs, or indirectly through its support of, or cooperation with, other persons and organizations known to support terrorism or that are involved in money laundering activities; (ii) for purposes of, or in connection with, bribery or in contravention of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or other applicable anti-bribery law; and (iii) in compliance with all applicable government ethics and transparency laws;
- Ensuring that resources provided to the City by NRDC are used only to advance the official purposes of the City and are not used for lobbying (without the express advance written consent of NRDC), for political contributions, to support political campaigns, or to benefit any particular City official personally;
- Maintaining accurate and updated books and records related to the ACCC, including making such City's books and records related to the ACCC available for inspection at reasonable times by NRDC;
- Providing information regarding the progress of the ACCC, including by: (i) assisting NRDC in drafting a narrative account of the progress of the ACCC and what was accomplished with the resources provided by NRDC to the City and (ii) providing NRDC with copies of any media coverage of the ACCC and two copies of any publication, audio or video program, film or other media project produced by the City related to the ACCC for archival, research or presentation purposes;
- Preparing and submitting any additional information required by NRDC's funding sources, including unscheduled reports requested by the funding sources;
- Drafting and submitting updates about the ACCC's status, contacts and other requested topics to the extent requested by the funding sources;
- Documenting the ACCC, including by assisting with any efforts by NRDC to facilitate or produce publications, audio or video programming, film or other media regarding the ACCC;
- Complying with any restrictions on, or requirements for the prior approval of, any Media Release (as defined below) which references the funding or the funding sources of the ACCC, by providing such Media Release to NRDC prior to distribution and complying with any requirements relayed by NRDC with respect to the content, timing and means of distribution of any such Media Release. For the purposes of this Agreement, "Media Release" shall mean any publication, advertising, speech, lecture, interview, press release, internet web page or other media venue of any kind;

- Making reasonable use of the City Mayor's time, who shall participate in no less than three meetings per year with senior officials of the Challenge team to discuss the City's progress on the initiatives described in its City Strategy Overview; and
- Causing the City ACCC Lead and other relevant City staff to be available for one-hour conference calls with representatives of NRDC and Third Parties, at a time mutually agreed upon by the parties acting reasonably, and occurring no less frequently than on a quarterly basis, to discuss the status of the ACCC work.

EXHIBIT B – WORK PLAN

[See Attached]

EXHIBIT C – CITY STRATEGY OVERVIEW

[See Attached]

EXHIBIT D – SUPPORT PACKAGE

[See Attached]

PHASE 2 WORK PLAN

Instructions:

This work plan template aims to help you articulate how your city's bold ideas will come to life and generate concrete impact for the community and the environment. It is being adopted by all finalist cities of the American Cities Climate Challenge to ensure consistency of planning.

There are two documents linked to it:

- Template 1: A policy / program map (power point) to help you identify and prioritize the biggest opportunities for impact; and
- Template 2: A Measuring Success spreadsheet (excel) to identify how progress will be tracked.

Please note: We suggest you complete Template 1 (Policy/Program Map) first, followed by Template 2 (Measuring Success) before answering the questions below. The two templates build on each other; you may find that after doing Template 2, it influences your decisions in Template 1 as well. Please note the page limits on the work plan narratives.

Your city worked on elements of these templates as part of the Phase 1 application to the Climate Challenge and either have or will continue that work during your site visit. In these cases, the purpose is to build on the work done rather than start from square one. Our support team (NRDC and Delivery Associates) is available to provide support to your city team to develop this work plan alongside you. Please feel free to reach out with any questions or feedback.

American Cities Climate Challenge

Part 1- General information and baseline data

(no more than 2 pages single-spaced, 11 point Arial font)

Name of municipality: City of San Antonio

Mayor name: Mayor Ron Nirenberg

Name of Staff contact: Douglas Melnick

Title: Chief Sustainability Officer

E-mail: Douglas.Melnick@sanantonio.gov

Phone number: 210-207-6103

Address: City Hall 100 Military Plaza
San Antonio, TX 78205

State: Texas

Zip Code: 78201

American Cities Climate Challenge

Baseline Data

In the Phase 1 application, we asked cities to provide information on existing carbon emission reduction goals, which often vary between cities. For the American Cities Climate Challenge, we will ask cities to commit to carbon emissions reductions goals with consistent timelines across all cities that allow us to work collectively towards a shared future. To that end, we will work with applicants to modify existing goals to hit interim or new target dates of 2020 and 2025 using a 2005 baseline. Please complete the table below.

Sector	2005 Baseline in MMT CO ₂ <i>(if you do not have a 2005 baseline, please specify the year your baseline was conducted)</i>	Most recent year inventory emissions in MMT CO ₂	2020 target emissions (% reduction compared to 2014)	2025 target emissions (% reduction compared to 2014)
Municipal Operations	.571	.462	25	50
Buildings	9.797	8.101	20	25
Transportation	6.511	6.614	5	12
Total	19.213 (2014)	17.350 (2016)	20	25

What is your city's current protocol for how often you will complete a GHG inventory? If you do not have a recent inventory, do you have plans to complete one?

The City completed its first GHG inventory in 2014 and updated it 2 years as part of the development of the SA Climate Ready Climate Action & Adaptation Plan. The protocol moving forward will be to update every 3 years, however, a final determination will be made as we finalize the SA Climate Ready Climate Action and Adaptation Plan over the next few months.

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Part 2 - Workplan Questions *(no more than 8 pages single-spaced, 11 point Arial font)*

1. What policies or programs are your biggest opportunities for acceleration of impact through the Challenge and why? Please refer to **Templates 1 and 2** and select 6-8 policies or programs of which between 2 to 4 are Ambitious or Moonshot actions. These programs will form the core of your work plan and will be prioritized to receive support resources through the Climate Challenge. Building off your responses to **Template 2**, please describe in specific, measurable terms, what you commit to accomplish by 2020 for each action selected.

Transportation:

As 38% of San Antonio's emissions come from the transportation sector, with 54% of that from passenger vehicles, it is essential that we provide effective and efficient mobility options. Opportunities are currently aligning to advance and improve public transit in two transformational ways. The first is improving the transit user experience and expanding public transit express service and park & rides, implementing 10 additional miles of bus-only lanes, implementing technology that includes city-wide, real-time arrival data; off-board fare collection at busy stops/routes; and incorporating first-mile/last-mile modes such as bike, and ride and carshare. All buses will be equipped with GPS tracking devices and will be Transit Signal Priority Ready. The City has increased funding to VIA Metropolitan Transit from \$4.3M to \$10M in FY19 to support these improvements. The second is advancing ConnectSA, which is a City and County long-range initiative focused on developing and implementing a modern public transportation system through securing broad-base community input and support; increasing public awareness of the significant and rapid growth of our community (additional 1 million by 2040); and the need for a comprehensive, multimodal mass transit system. This will lead to the 2019 public vote that will secure a funding package to implement a modern, high capacity transit system. This effort will be supported by developing and implementing municipal and community-wide TDM commuter incentive programs with new dedicated professional staff at multiple agencies (City, County and MPO). Utilizing the results from a community-wide EV and Infrastructure Study currently in RFP, we will begin electrifying the City fleet, develop a comprehensive citywide EV charging network, and reduce barriers to residential and commercial EV ownership and use. At the time of this application, the San Antonio area is proposed to receive \$73.5M in VW Mitigation Trust Settlement funds for electric vehicles and charging infrastructure purchases.

Buildings:

San Antonio will tackle emissions from the building sector, which account for 47% of our ghg emissions, by developing and adopting Benchmarking, Retrocommissioning and Disclosure Requirements for Existing Buildings, updating the Unified Development Code to require EV and Solar Ready for new construction and substantial rehabs, and develop, adopt, and implement a county-wide PACE Program in partnership with Bexar County. The City will lead by example by ensuring 100% renewable energy for municipal electricity demand, including purchased and on-site generation and work to identify opportunity to develop a Resilience Hub at a city facility to include solar with battery back-up.

2. For the policies and programs you listed above, please fill out the table below clarifying who is the single lead point of contact, and their time dedicated to the project. Please also indicate other key staff who will support the lead point of contact.

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Program/Policy	Person, Position	Time commitment (% FTE)	Other Key Staff
100% Renewable Energy for Municipal Operations	Doug Melnick, CSO, CoSA	10%	Assistant Director, Public Utilities, CoSA Senior Policy Advisor, Mayor's Office, CoSA Director, Climate and Sustainability, CPS Energy
Expand efficiency, speed and reliability of transit services	Jeff Arndt, CEO, VIA	30%	Assistant Director, TCI; CoSA Chief of Policy; Mayor's Office, CoSA
Expand EV charging network and reduce barriers to EV ownership and use	Julia Murphy, Sustainable Special Projects Manager, CoSA	30%	CSO, CoSA Senior Project Manager, CPS Energy Strategic Research & Innovation Manager, CPS Energy
Develop and implement citywide and municipal TDM Program	Art Reinhardt, Interim Deputy Director, TCI, CoSA	25%	TDM Project Manager, TCI, CoSA Special Projects Manager, Office of Sustainability, CoSA Director, Human Resources, CoSA Assistant Director, Economic Development Department, CoSA
Develop and adopt Benchmarking and Disclosure Requirements	Doug Melnick, CSO, CoSA	25%	CSO, CoSA Assistant Director, Development Services, CoSA Energy Manager, Office of Sustainability, CoSA
Develop and adopt EV and Solar Ready standards	Amin Tohmaz, Assistant Director, Development Services, CoSA	10%	Development Services Engineer, CoSA CSO, CoSA Energy Manager, Office of Sustainability, CoSA Climate Program Manager, CoSA
Develop and initiate a PACE Program	Doug Melnick, CSO, CoSA	10%	Sustainability Planning Manager, CoSA Linda Rivas, Bexar County
Advance ConnectSA Transportation Program	Marisa Bono, Chief of Policy, Mayor's Office, CoSA	20%	Director, TCI, CoSA Assistant Director, TCI, CoSA Deputy City Manager, CoSA CSO, CoSA

3. Who is responsible for holding all parties above accountable for continual progress? Ideally there will be one single person monitoring and holding all parties accountable and an oversight body across departments that will regularly meet to help troubleshoot and push difficult actions forward. How often will your mayor be updated on progress so that each program or policy lead is individually held accountable based on evidence?

The City of San Antonio's (CoSA) Chief Sustainability Officer will be the primary individual responsible for internal and external coordination and ensuring accountability for continued progress. The CSO has weekly communications with both the Mayor's Office, as well as with the City Manager's Office and will ensure active engagement from these important stakeholders. CoSA has an established network of Sustainability Liaisons in all City

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departments which will be utilized to provide coordination for key activities. In addition, engagement with community stakeholders will occur through our existing SA Climate Ready Steering Committee and Technical Working Group members. These existing structures are in place to successfully advance the ACCC priority projects.

4. What specific areas of work would you propose your Climate Challenge City Advisor will focus on and, given your city's context, what qualities will be necessary in a successful City Advisor?

Due to the level of support needed from the community to achieve our goals for Connect SA and the various code updates, including Benchmarking, Retrocommissioning and Disclosure and Solar and EV Ready, we would prefer an advisor who has big-city experience developing and initiating successful campaigns that lead to code adoption, experience with surveying public opinion, developing and growing strategic partnerships, and convening diverse stakeholder groups around a common objective. Technical experience in energy, building efficiency, and multimodal transportation will be essential. The City of San Antonio is a fast-paced, responsive, innovative and collaborative organization with a focus on increasing equity in our community. Having an ACCC Advisor that has understanding of equity concepts and has worked in diverse organizations and communities will be important.

5. What additional resources would you need from Climate Challenge to be successful in achieving the prioritized policies and programs? Potentially available resources include, but are not limited to, campaign and communications support, polling information, technical consultants, data structuring and management, performance management, innovation (e.g., ideation, prototyping), behavioral insights, and citizen engagement.

To advance most, if not all of the policies or programs, will require significant community engagement, strategic partnerships, and campaign, communications, and polling support. These activities will require cultural and equity competencies, as San Antonio is a very diverse community. Due to the nature of the commitments, technical consultant support in areas regarding municipal code development, economic analysis, scenario modelling, behavior change experience, and innovation will help make the case and provide the vehicle for aggressive action.

6. What opportunities and challenges, both political and non-political, could affect your city's ability to successfully achieve the above policies or programs? If legislation (ordinances) or new policy is required, who are the key actors that will be required for success? Please be specific in your response and reflect on the Delivery Chain exercise employed during your site visit to provide additional insights.

The recent adoption of the SA Tomorrow Plans in August 2016, which address sustainability, transportation, and growth and land use, serve as a significant opportunity for the successful implementation of San Antonio's ACCC work plan. These plans serve as the broad framework for ghg reductions through many current activities that include regional center planning, high capacity corridor planning, and several energy and sustainability initiatives. SA Tomorrow is also the basis for the current development of our Climate Action & Adaptation Plan. As a result of this previous work, staff, stakeholders and elected leadership are already educated and on board with the need to implement these important plans and programs to remain economically strong, environmentally regenerative, and equitable for all current and future residents. Other opportunities are associated with San Antonio's pride in

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the city's heritage, an appreciation for cultural diversity and natural resource protection, and a history of collaborative inter-agency partnerships that have consistently resulted in innovative and forward-thinking policies and programs.

As San Antonio is looking to lead the nation in the generation and delivery of clean, reliable, affordable energy, our close relationship with CPS Energy, our municipally-owned energy utility, will allow us to accelerate our efforts to secure emission-free electricity and expand energy efficiency programs that will support our community's building, transportation, and equity initiatives.

Additional opportunities include leveraging our rapid population growth (one million more residents by 2040) and the new development, infrastructure and related service needs that will result. The time has never been more opportune to set new standards for codes, permits, incentives, bond projects, transportation improvements and energy efficiency. All of Texas is indeed experiencing dramatic population growth. In Central Texas, the Austin-San Antonio corridor, connected by IH-35, forms a powerhouse leg of the Texas triangle and is quickly becoming a metroplex. As such, the greater effort of regional planning is already cemented through robust business activity, international transport, and local and state legislative alliances. Austin and San Antonio agency staff currently work collaboratively and provide climate leadership for this economically important region in the state and nation. Additionally, as Military City USA and home to Joint Base San Antonio (JBSA), we have the opportunity to coordinate with the U.S. Military on initiatives focused on renewable energy, resilience, electrification, and TDM, all of which JBSA has expressed interest in collaborating with the City on.

There are many challenges associated with work plan. Examples that can impact success include funding support for large-scale transportation projects, state and federal policy action, challenges in securing cross sectoral buy-in, and implementing this work in an equitable way that serves all San Antonians. While equity considerations regarding growth and development of a more sustainable San Antonio are a clear challenge in terms of affordable housing and workforce development, they could, in fact, be opportunities that we can leverage in the delivery of our priority projects. Finally, the development and adoption of codes are a particular challenge, as it requires significant internal and external communications and coordination. However, the Delivery Chain exercise provided an excellent model that we plan to utilize in the implementation of our work plan.

7. Pick one of your Ambitious or Moonshot policies above and describe your plan to engage local partners and key stakeholders for consensus-building, outreach, training, advocacy, funding, or other activities, including assessments of key proponents and potential hurdles to overcome. Please be specific in your response and include both supporters and detractors.

ConnectSA was established by the Mayor and County Judge earlier in 2018 to focus on mitigating increasing traffic congestion and reducing emissions while enhancing economic development through a long-range transportation solution.

The City and VIA Metropolitan Transit (VIA) have made great strides through a strong partnership and augmented funding commitments to make taking the bus affordable, convenient, direct and comfortable. However a historic shortfall of funding has continued to be a problem. Even \$10 million from the City and \$14 million from VIA to improve frequency and amenities in FY19 is not enough for a city where people predominantly travel in single

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occupancy vehicles, the population is rapidly rising, and the City has a mandate to meet the goals of the Paris Climate Accord and, more urgently, federal ground-level ozone standards by the end of 2020. The service area for VIA is 1,226 sq. miles, presenting a challenge for prioritizing route improvements, as well as providing basic rider amenities like covered shelters and geographically-impactful park-and-ride centers.

The establishment of the ConnectSA 501(c)4 will bring relevant partners together in a influential task force with the singular goal of advancing a comprehensive mobility plan. ConnectSA will support and accelerate efforts already initiated by VIA, the Alamo Area Metropolitan Planning Organization, the San Antonio Mobility Coalition, City Council, Bexar County, our State Legislative delegation, and community leaders.

The ConnectSA chairs possess strong community credibility and have already begun meeting with transportation experts, City staff and other stakeholders to work towards finalizing a comprehensive mass transit plan with viable funding options. Hurdles will include raising enough money for a truly transformational mass transit system, overcoming an electorate who have been reluctant to vote for transportation improvements in the past, and meeting an aggressive timeline that will result in significant greenhouse gas reductions. Key to community buy-in will include a comprehensive public awareness and education campaign to ensure that voters understand not only the costs and benefits of a modern transit system, but the risks associated with not taking quick action regarding our transportation future.

8. Please provide an example of another project or initiative where you've collaborated with internal and external stakeholders to achieve a goal, preferably the passage of a piece of legislation or policy. What were the steps taken and obstacles overcome?

The City of San Antonio has been successful in passing ballot initiatives that designate 1/8 cent sales tax to fund water conservation through private land deals over the Edwards Aquifer and the expansion of the San Antonio Greenway Trail System. This initiative was initially controversial due to competing needs in the community, as well as the perception that the land deals were compensating already wealthy landowners outside of the City limits. In short, the communication challenge was to convince voters that conservation easements placed on private land over the aquifer recharge zone in counties to the west of San Antonio were necessary to ensure a clean and abundant public drinking water supply for city residents. The measure also provides funding for the development of the citywide Greenway Trail System. The "Expand Our Parks, Protect Our Aquifer" campaign was approved by 75% of voters to collect \$90M over a five-year period to accomplish the twin goals of additional trail miles and more undeveloped land acres conserved for aquifer protection. Passing this legislation required public opinion polling, significant public outreach, buy-in from city council and elected leadership, and the establishment of a political action committee with strong advocacy ties to the non-profit community and special interest groups. The Trust for Public Land and the Nature Conservancy provided essential assistance with statistically valid opinion surveys while "Get out the vote" grassroots efforts were accomplished by various non-profits and university students.

9. What is the timeline of good news that you want to announce over time? Look back at Templates 1 and 2 to identify communication opportunities associated with public-facing milestones, quick wins and progress on the project. Please list them by quarter below for the first year.

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- Q1 2019
 - Announce City of San Antonio Selection as an ACCC City
 - Announce VIA Transit corridor and route improvements
 - Launch “Alamo Commutes” TDM community web platform
 - Launch CoSA employees TDM pilot
 - Develop preliminary recommendations for a comprehensive multimodal transit plan and launch public education and input campaign for ConnectSA
- Q2 2019
 - SA Climate Ready Plan Adoption
 - Announce Initial First Phase EV Station Installations as part of VW Beneficiary grant program
- Q3 2019
 - EV and Solar Ready Ordinance Under Consideration
 - City procures renewable energy for municipal operations
- Q4 2019
 - 50 miles sidewalk improvements completed
 - 15 Greenway Trail system trail miles completed
 - ConnectSA Ballot Initiative
 - EV purchases for CoSA Fleet

Pick one of the moments listed above and describe in more detail what your media strategy would be and how you would utilize the mayor to accomplish that strategy? What support would you want from the Climate Challenge?

Announce City of San Antonio Selection as an ACCC City:

Working with professional City communications staff, we will:

- Develop key messages and media releases
- Hold press conference with the Mayor and civic leaders to announce the selection
- Deploy communications tactics including grassroots marketing and outreach to key stakeholder groups, such as the business community, chambers of commerce, and community organizations to engage them in understanding their roles in the work plan
- Develop go-to webpage for ACCC projects and establish schedule for digital outreach on established social media channels and public radio PSAs; Include message from the Mayor
- Hold Mayoral Facebook Live with CSO and representative from ACCC Team to discuss the program and work plan
- Schedule and market influencer outreach events such as walk or bike ride with Mayor or community champion
- Schedule guest spots (including Mayor) on Texas Public Radio’s “The Source,” and public affairs shows
- Coordinate with City Council and special interest newsletters and e-blasts
- Work with Convention & Visitors’ Bureau, Economic Development Foundation and International Affairs Office to raise awareness of San Antonio’s ACCC status and other climate efforts to attract green tourism, green business opportunities, and international conferences with innovators and thought-leaders

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10. Why should your city be selected as a winner of the American Cities Climate Challenge?

San Antonio is one of the fastest growing cities in the nation thanks to its dynamic economy, affordability, military presence, quality of life, rich cultural heritage and diverse neighborhoods. We are one of the strongest fiscally managed cities in the country and the only major city to earn a 'AAA' bond rating from all three major rating agencies. We value entrepreneurship, encourage investment and consistently look for ways to enhance and improve our infrastructure. The San Antonio community has consistently shown support for sustainability and a healthy environment including financial investments like municipal bonds and tax allocation to expand and improve bike and pedestrian infrastructure and protect and increase green space. In fact, our most recent City Council election campaigns were viewed as a referendum on climate action by many in our community. Their first legislative action item as a new Council was to pass a resolution in support of the Paris Climate Agreement and solidify our commitment as a community to climate action.

The City of San Antonio's multi-disciplined Climate Task Force is ready and focused on public health, environmental sustainability, and best practices in transportation, land use, buildings, energy, and the built environment. We have propelled our mitigation activities into high gear. We have recently adopted the SA Sustainability Plan, and the Climate Action & Adaptation Plan is currently in progress. The City of San Antonio, as well as business and institutional partners, have a number currently planned transformational projects that will benefit from this support. The high profile of the American Climate Cities Challenge will allow us to elevate projects that will have the greatest positive impact on our area.

With our recent designation of nonattainment of federal ground-level ozone standards, we are taking immediate action to meet the attainment level by the end of 2020, and to permanently maintain it, through partnerships with the community. The timing aligns perfectly with the ACCC and allows us unprecedented opportunity to focus on prioritized goals and implementation of projects. In short, City departments, VIA Metropolitan Transit, CPS Energy and related stakeholders are all laser-focused on emissions reductions.

The Climate Challenge will help raise the profile of San Antonio's efforts at the national scale, offer advice on messaging strategy to advance behavioral and policy change, and inspire community pride in emissions reductions activities that improve quality-of-life. Finally, we strongly believe that San Antonio can serve as a model for other cities to successfully take aggressive action and that if we can do it here, it can be done anywhere.

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City of San Antonio Strategy Plan

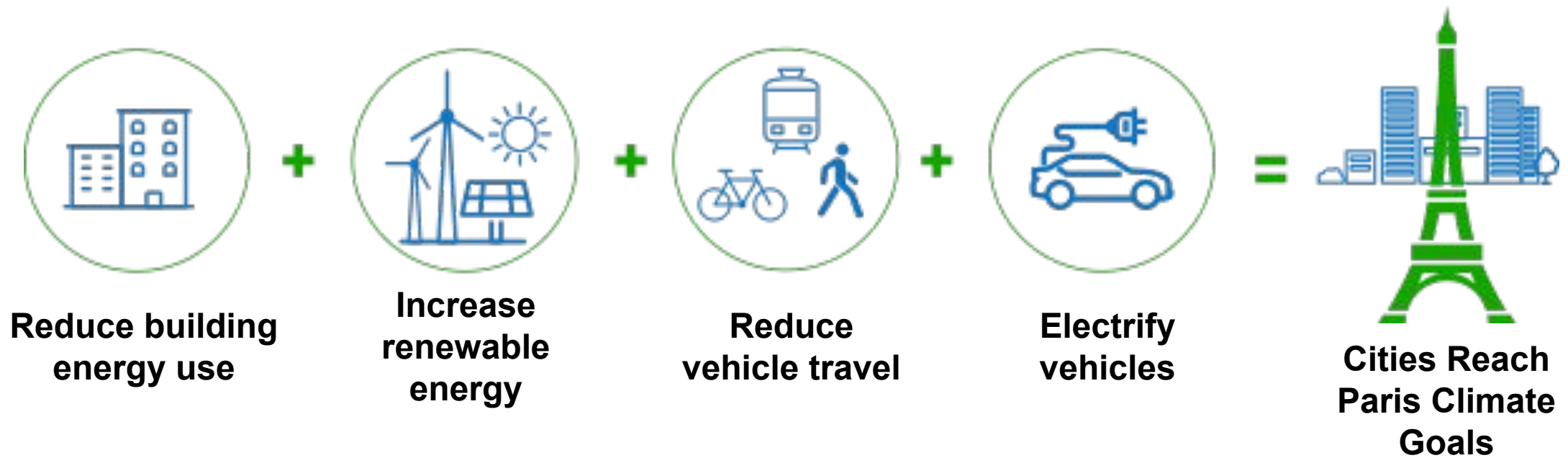


Strategy Plan Template Instructions

- This strategy plan template aims to lay out **how cities' bold ideas will come to life** and generate concrete impact
- This template is being adopted by all ACCC winners to reflect their **participation** and **ambition** as a member of the selected cohort
- The purpose of this template is to **build on the work already completed** in elements of the ACCC application, rather than start from ground zero - with the ultimate goal of **celebrating a clear vision** for success
- By clearly identifying the **objectives, strategies, and goals** of this project, cities will bring themselves one step closer to a pathway paved for success

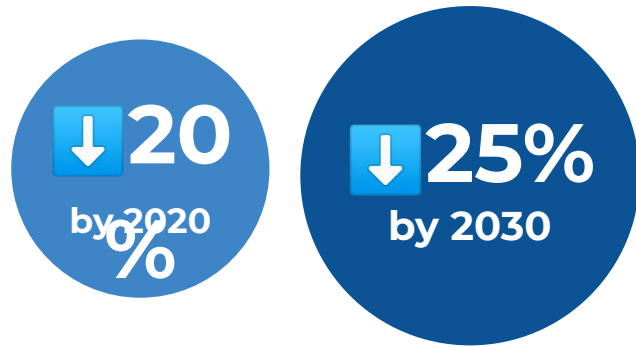
About the American Cities Climate Challenge

The **American Cities Climate Challenge** is a Bloomberg Philanthropies initiative that aims to accelerate and deepen U.S. cities' efforts to create the **greatest climate impact through 2020** and showcase the benefits – **good jobs, cleaner air, and cost savings** – that climate solutions brings.

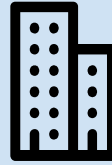


Vision

The **City of San Antonio** has committed to **ambitious energy savings and emissions reductions targets**



Strategies



LOWER ENERGY CONSUMPTION

EV and Solar ready initiatives, PACE, benchmarking and municipal commitment to renewable energy



REDUCE EMISSIONS FROM TRANSPORTATION

through enhancements to traditional public transit, expansion of EV charging and adoption of new mobility

Goals (end of 2020)

Benchmarking, Retrocommissioning and Disclosure

Requirements: Pass a policy for commercial and residential buildings over 50,000 sq ft

EV and Solar Ready: Require EV and Solar ready via city council passage of SA Climate Ready requirements

Secure support for PACE Program: Work with Bexar county to establish a county-wide PACE Program or secure support from San Antonio City Council to establish a city-wide PACE Program

100% municipal renewable energy: Offset 216,5M kWh

Enhance traditional public transit: Expand PRIMO routes, (2% increase ridership) city-assisted frequency improvements (10% increase in ridership) and UPASS at UTSA (>300k boardings)

Test and Implement new transit technology and mobility solutions via Connect SA: Mobility on demand pilot, partnership with strategic partners to bridge first and last mile

Implement Municipal and community-wide TDM commuter incentive programs: increase employers offering TDM benefits by 50% and > SOV trip by up-to 10%

A comprehensive citywide EV charging network: Double the number of publicly accessible charging stations from 200 to 400 and Purchase 106 EV vehicles to replace 106 municipal sedans

Action 1 : Meet municipal electricity demand with renewable energy (on-site, utility-supplied, or contracted)

2020 Goal

What would success look like in 2020?



100% renewable energy for municipal electricity demand by the end of 2020



% or MW # of municipal electricity generated from on-site renewables by the end of 2020

Description

The City will lead by example by ensuring 100% renewable energy for municipal electricity demand, including purchased and on-site generation and work to identify opportunities to develop a Resilience Hub at a city facility to include solar with battery back-up. Key objectives include:

- Purchase RECs for municipal electricity consumption
- Assess and increase solar production potential at city buildings and property
- Produce Solar at Alamodome and Convention Cntr
- Develop a phased plan to shift from purchasing RECs to city production

Ownership

Who is the primary lead?

Doug Melnick, CSO, CoSA

Russell Huff, Assistant Director - Public Utilities, CoSA

Key Indicators

What metrics will measure success?

- % of MWh that is renewable energy*
- % of municipal electricity generated from on-site renewables

Resources

What resources, support, or partners are critical?

- Expertise in solar potential site evaluation
- Expertise in solar storage
- Expertise in solar project financing
- Experience in renewable energy procurement

Action 2 : Benchmarking, audit, and retro-commissioning (RCx) policies for existing buildings

2020 Goal

What would success look like in 2020?



Achieve participation from 10 of the largest 100 buildings in San Antonio



Projected GHG savings by 2020



Stakeholders engaged by 2020

Description

Develop and adopt Benchmarking, Retrocommissioning and Disclosure Requirements for Existing Buildings. This requirement will apply to commercial and multi-family buildings 50k sq ft or greater. Implementation will consider a Voluntary Private Sector Challenge Program as an initial first step.

- Develop a stakeholder process to identify the potential form of a Building Benchmarking and Disclosure Program for San Antonio.
- Initiate a Building Benchmarking and Disclosure Program in the City of San Antonio.
- Develop a Benchmarking and Disclosure process for CoSA buildings.
- Identified as SA Tomorrow Sustainability and SA Climate Ready Strategies
- SA Climate Ready will be considered for City Council approval in 2019
- Spring of 2020 have a program and supporting ordinance to support implementation OR a program that is optional for commercial buildings
- Requires data from CPS Energy
- Potential partnership with the 2030 district and Build San Antonio Green

Ownership

Who is the primary lead?

Doug Melnick, CSO, CoSA

Golda Obinzu, Energy Manager, CoSA

Key Indicators

What metrics will measure success?

- Sqft/# buildings covered by policy*
- Projected energy & GHG savings; stakeholders engaged*

Resources

What resources, support, or partners are critical?

- Best practices and results for existing benchmarking programs
- Connecting local building owners with building owners from other cities that have been participating in similar programs
- Connection to BOMAs, Chambers, Business leaders from other cities who can provide testimonial to local building owners
- Expertise in developing Benchmarking and Disclosure Programs
- Stakeholder engagement assistance
- Communications and marketing assistance

Action 3 : EV and solar readiness or installation requirement

2020 Goal

What would success look like in 2020?



MW of new solar capability enabled by 2020.



of new EV-charger ready spots enabled.

Description

Require EV and Solar Ready for new construction and substantial rehabs. This evaluation is currently underway through a review committee comprised of the City, development community, and environmentalists.

Through a stakeholder process, develop and adopt EV and Solar Ready requirements for new buildings and substantial renovations.

- In process (code review and EV Planning Consultant work)
- Identified as SA Tomorrow and SA Climate Ready Strategies
- SA Climate Ready will be considered for City Council approval in 2019

Ownership

Who is the primary lead?

Ahmin Tohmaz, Assistant Director, Development Services, CoSA
Doug Melnick, CSO, CoSA

Key Indicators

What metrics will measure success?

- MW of new solar capacity enabled*
- # of EV-charger ready spots enabled*

Resources

What resources, support, or partners are critical?

- Support getting policy through City Council***
- Technical assistance on EV and solar ready code development
- Assistance determining potential impact - costs and benefits
- Communications and marketing assistance
- Stakeholder engagement assistance

Action 4 : New financing programs for energy efficiency, renewables, and infrastructure (Develop, adopt, and implement a county-wide PACE Program)

2020 Goal

What would success look like in 2020?



Bexar County adopts and implements a countywide PACE program by end of year 2019



Investment dollars committed



Total # of projects completed

Description

- Work with Bexar County to adopt and implement a countywide PACE program.
- Develop, adopt, and implement a county-wide PACE Program in partnership with Bexar County.
- (Chambers of commerce have already provided letters of support)
- Identify other potential financing programs

Ownership

Who is the primary lead?

Linda Rivas, Division Manager of Community Resources, Bexar County

Doug Melnick, CSO, CoSA

Key Indicators

What metrics will measure success?

- \$ financing invested*
- # of projects completed by end of 2020*
- Estimated (or forecasted) MWh saved or produced by funded projects*

Resources

What resources, support, or partners are critical?

- Support and guidance to assist Bexar County to pass policy
- Technical assistance on PACE and other financing programs
- Communication and marketing assistance
- Stakeholder engagement assistance
- Examples of other financing options for energy efficiency and renewable deployment

Action 5 : Improve public transit speed, reliability and user experience (PRIMO, Mobility on Demand, U Pass, Smart Cards, Bus Speeds, Mobile App, First/Last Mile)

2020 Goal

What would success look like in 2020?



Increase bus only lanes by 10 miles

Description

Increase ridership by improving transit user experience, usability and accessibility. Integrated initiatives include: expanding public transit express service and park & rides, implementing 10 additional miles of bus-only lanes, implementing technology that includes city-wide, real-time arrival data, off-board fare collection at busy stops/routes, and incorporating first-mile/last-mile modes such as bike, and ride and carshare. All buses will be equipped with GPS tracking devices and will be Transit Signal Priority Ready.

Ownership

Who is the primary lead?

Jeff Arndt, President & CEO, VIA Transit
Art Reinhardt, Interim Deputy Director, TCI, CoSA

Key Indicators

What metrics will measure success?

- Average bus speed*
- Miles of bus/transit lines improved*
- % of buses/stations with GPS/real time travel*
- Ridership increase

Resources

What resources, support, or partners are critical?

- Technical assistance
- Communication and marketing assistance
- Stakeholder engagement assistance

Action 6 : Ubiquitous EV charging infrastructure (Comprehensive citywide EV charging network)

2020 Goal

What would success look like in 2020?



Double the number of publicly accessible charging stations from 200 to 400



Replace at least 100 municipal fleet with EVs

Description

Develop a citywide assessment of current and needed EV charging infrastructure and then design and implement a citywide EV charging network.

Strategically electrify identified segments of the City fleet and reduce barriers to residential and commercial EV ownership and use- including installing charging infrastructure at municipal facilities and city-wide.

Ownership

Who is the primary lead?

Julia Murphy, Sustainable Special Projects Manager, CoSA
Rick Luna, Interim Director, Technology and Product Innovation, CPS Energy

Key Indicators

What metrics will measure success?

- # EV charging stations installed (currently measured in ports)
- # of new charging stations in municipally-owned lots
- # of new publicly accessible charging stations
- # of new municipal EVs

Resources

What resources, support, or partners are critical?

- Support/guidance developing grant application for VW funds
- Technical review & feedback to CoSA's current EV infrastructure
- Technical review and feedback on CoSA's current EV planning process
- Technical assistance and best practices
- Community engagement support
- Communications and marketing assistance

Action 7 : Commuter incentives

2020 Goal

What would success look like in 2020?



Increase the number of employers offering TDM benefits (carpool, vanpool, driving-alternatives, teleworking, flex schedule, and/or subsidized transit passes) by X # of employers or employees *50% (lack of baseline) (quantify the actual number)*



Increase the number of municipal employees participating in a TDM Program (teleworking, flextime schedules, car or vanpool, transit) by 500

Description

Expand municipal and community-wide TDM commuter incentive programs.

Ownership

Who is the primary lead?

Municipal: Art Reinhardt, Interim Deputy Director, TCI, CoSA (Jillian Harris, TDM and SPM Manager)

Private: Lily Lowder Alamo Commutes Coordinator/Planner (AAMPO)

Key Indicators

What metrics will measure success?

- # or % of employers offering TDM benefits (carpool, vanpool, driving-alternatives, teleworking, flex schedule, and/or subsidized transit passes)*
- # or % USING incentives
- # or % of municipal employees participating in a TDM Program (Teleworking, flextime schedules, car or vanpool, transit)*
- Fundamental TDM Best practices. (TDM is not a new concept but is a new dedicated program in San Antonio.)
- Method for baselining current TDM participants and long term strategy to continue tracking increase over time
- Polling and behavior assessment
- Analysis or surveying that needs to be done to assess interest and priorities
- Economic benefit (incentivization)
- Communication and marketing

Resources

What resources, support, or partners are critical?

Action 8: Define and expand the high-frequency public transit network to achieve significant ridership increases (ConnectSA)

2020 Goal

What would success look like in 2020?



Voters approve a funding package to implement a modern, high capacity transit system.



Investment \$ in operation of transit lines

Description

Secure broad based community input on the future of transit in San Antonio. Raise public awareness about the growth of the community and the need for a comprehensive, multimodal mobility system to avoid increasing traffic congestion and enhance economic development. Secure positive support from voters for funding package to implement a modern, high capacity transit system.

Ownership

Who is the primary lead?

Marisa Bono, Chief of Policy, Mayor's Office, CoSA

Key Indicators

What metrics will measure success?

Investment \$ in operation of transit lines*

Composite measure of citizen awareness (e.g. # of citizens educated, \$ spent on citizen engagement, survey of % of respondents with favorable opinion or % of respondents willing to ride/mode-shift) [Some of funds raised will go to other modes of mobility. (e.g. road improvements, bike lanes, sidewalks, micro mobility hubs, etc.

Resources

What resources, support, or partners are critical?

- Expertise developing and initiating successful campaigns that lead to code adoption
- Surveying public opinion
- Technical experience in energy, building efficiency, and multimodal transportation will be essential.
- Knowledge of equity concepts and experience working in diverse organizations and communities.
- Community education engagement expertise (which would proceed a campaign)

Exhibit D:
San Antonio Support Package

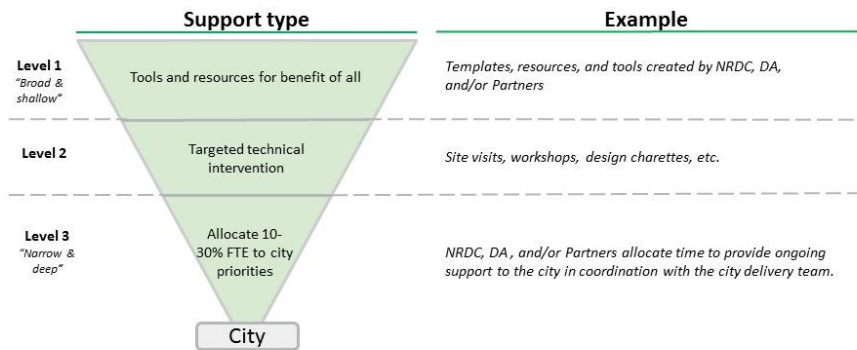
The American Cities Climate Challenge (ACCC) is a Bloomberg Philanthropies initiative that aims to accelerate and deepen U.S. cities' efforts to create the greatest climate impact through 2020 and showcase the benefits – good jobs, cleaner air, and cost savings – that climate solutions bring.

To support the city in meeting its Paris Climate commitments and the specific actions outlined in the MOU, the ACCC team will be providing a multi-faceted support package. ***The ACCC is founded on the premise that the most valuable resource to cities is more capacity to reach their climate goals.*** The resources of the Challenge are designed to address that need by bringing increased city and partner support to drive ambitious actions in the next two years.

All told, the ACCC is mobilizing a team of nearly 100 staff across all project partners and the 25 participating cities to provide deep technical expertise on policy, advocacy campaigns, stakeholder engagement, delivery planning, implementation, behavior change, communications, and other key areas necessary to accelerate climate actions. The project will also be strategically deploying other discretionary resources to support consultants, analysis, events, and other activities to benefit cohorts of cities and individual leading cities on specific actions.

Outlined below is the support that is committed to the City of San Antonio for Year 1 of the Project in 2019. The ACCC expects to provide a similar level of support in Year 2 (2020), assuming the partnership between the City and ACCC is achieving desired shared results. The ACCC also reserves the right to provide additional resources to the City during 2019 or 2020 as they become available, and will actively work with the City to continually identify additional opportunities to support the City's prioritized actions.

Beyond the dedicated delivery team, support from Natural Resources Defense Council (NRDC), Delivery Associates (DA), and ACCC Partners is categorized into three levels: Level 1 (tools and resources for the benefit of all); Level 2 (targeted intervention); and Level 3 (allocation of %FTE to city priorities).



All ACCC Cities will receive:

- Dedicated Delivery Team composed of:
 - A full-time Climate Advisor (1.0 FTE) to be stationed locally in the city to work exclusively on ACCC initiatives;
 - A City Strategist at NRDC (0.15 FTE) to deeply and regularly advise on stakeholder engagement, outreach, and advocacy, and coordinate deployment of additional ACCC partner resources; and
 - An Implementation Coach (0.2 FTE) at Delivery Associates to support city leaders in planning for success, driving implementation and delivering impact, including developing and executing project plans, setting targets and tracking success, and managing internal stakeholders.
- At least \$50,000 for local partners in 2019, funded by Energy Foundation in coordination with the City and NRDC;
- Access to monthly calls and webinars of the Urban Sustainability Directors Network (USDN) working groups;
- A digital library of resources covering all policies and programs included in the ACCC, and;
- Travel and lodging for at least two spots to ACCC convenings

In addition, the ACCC commits to the following specific pieces of support for the City of San Antonio, tailored to the City's prioritized actions:

Technical Assistance

- An additional full-time Climate Advisor (1.0 FTE) to be stationed locally in the city to work exclusively on ACCC initiatives;
- Regular engagement from NRDC Technical Strategists to advise on program and policy development (Level 3, total 0.20 FTE):
 - Renewables, Jay Orfield

- Efficiency and Decarbonization, Hilary Firestone
- Mobility, Carter Rubin
- Transportation Electrification, Whitney Pitkanen
- Financing, Phil Smith;
- Tailored support from the Institute for Market Transformation (IMT) on energy efficiency and building sector energy policies (Level 3);
- Targeted technical support from the Rocky Mountain Institute (RMI) and the World Resources Institute (WRI) on renewables (Level 2);
 - Invitation to at least one boot camp hosted by RMI and WRI per year (Level 2);
- Tailored support from The Solar Foundation on EV and Solar Readiness (Level 3);
- Participation in the National Association of City Transportation Officials (NACTO) “Accelerator Cities” receiving intensive support on transit, active transportation or other street design issues, which may include strategic in-person events and gatherings designed to catalyze action, in-person and online trainings, working meetings and design charrettes to build in-house technical capacity, on-call direct technical assistance, introductions and connections to other cities in NACTO's network, and access to other NACTO and city resources (Level 3);
- Tailored support from a local partner or partners on transit, funded by Energy Foundation in coordination with the City and NRDC (Level 3, up to \$50,000);
- Tailored support from FORTH on transportation electrification (Level 2);
 - Workshop on right-of-way and MUD charging infrastructure strategies and a workshop on “group buy” programs.
- Any direct equity support available?

Peer to Peer Learning Support

- Regular peer-to-peer learning through regular phone and 1-2 in-person meetings of small cohorts of ACCC cities working to accelerate and deepen efforts on vehicle electrification, fleet electrification, mobility, building energy efficiency, and renewable energy strategies as hosted by ACCC partners (Level 1);
- Access to NACTO peer networks, webinars, design guidance and policy publications, and one-off on-call technical design support (Level 1); and
- Invitation to NACTO’s annual [Designing Cities](#) Conference, workshops and trainings, and annual Peer Roundtable convenings for staff developing cycling, transit, and bikeshare projects (Level 1).

Communications and Campaign Support

- Social media amplification at key moments from ACCC Communications Team (Level 2); and

- Access to ACCC Communications and Campaign toolkit and trainings (Level 1).