

ATTACHMENT TWO

A FEDERAL-COMMUNITY PARTNERSHIP AGREEMENT: San Diego Sustainable Community Program

THIS COMMUNITY PARTNERSHIP AGREEMENT is an extension of a previous Agreement by and between the *United States Department of Energy* (DOE) with headquarters located in Washington, D.C. and the Regional Office located in Seattle, Washington, and the *City of San Diego* (City) with offices located at 202 C Street, San Diego, California 92101 and at 9601 Ridgehaven Court, San Diego, California 92123-1636;

Building upon the collaboration established under the previous Partnership Agreement, including the support of DOE's Rebuild America Program, Clean Cities Program, Million Solar Roofs Program, and Energy Star for Buildings, the foundation for an ongoing relationship has been set; the DOE has also invested in two feasibility studies as part of a Brightfield's analysis at the Miramar Landfill and the Chollas Landfill;

The *U.S. Department of Energy* is the primary Agency responsible for setting national energy policy; DOE's Office of Energy Efficiency and Renewable Energy has a pivotal role in conducting research and development on new energy technologies, and the Seattle Regional Office has the responsibility to deploy those technologies throughout the Pacific States;

The *City of San Diego*, the seventh largest city in the nation, faces a set of challenges and opportunities with regard to energy supply and demand, and sets local energy and environmental policy; the City was selected in June 2000 by the Department of Energy as a national model for a federal-community partnership based on the program plan for a livable community initiative;

The *City of San Diego* and *U.S. Department of Energy* agree that a clean, reliable, and affordable energy supply is critical to the prosperity of a community; the well being of its citizens; the integrity of its environment; and is clearly stated as a priority in Mayor Murphy's set of ten goals for the City;

The *Department of Energy* and the *City of San Diego* recognize that the City offers an ideal pilot for demonstrating how DOE respective technologies, policies, and resources can be integrated into local solutions that address current and future energy challenges; likewise, a review of the City's energy and environmental policies, procedures, and broad set of local and State stakeholder involvement can provide greater understanding to DOE of the how to strengthen its community-based programs;

The *Department of Energy* and the *City of San Diego* have identified specific areas of opportunity, which includes an examination of options for revolving loan funds; expanding the use of clean fuels; evaluating a variety of alternative energy sources and increasing the City's power generating capacity by 35% in four years; creating an integrated clean energy strategy for Balboa Park, location of ten museums and Zoo, visited by more than 2 million people each year.

To achieve these ends:

- 1) The *Department of Energy* will provide expertise, and will continue to maintain staff support for assisting the City with identifying practical technologies and policies related to energy conservation as related to the objectives jointly established.
- 2) The *City of San Diego* agrees to develop a project plan, with the Environmental Services Department as the lead, providing the coordination required with local, State and Federal partners, and will allocate necessary staff resources for meeting the objectives outlined in the Attachment A.
- 3) The *City of San Diego* agrees to collect data as agreed upon by the Parties concerning the development and implementation of the Community Partnership Agreement. This data may be compiled into case studies, which will be shared with the *Department of Energy*, and other project participants.
- 4) Nothing contained in this PARTNERSHIP AGREEMENT shall grant to either party the right to make commitments of any kind for or on behalf of any other party without the prior written consent of that party.
- 5) As currently structured, the renewed Partnership Agreement will begin February 1, 2002, and will continue until December 31, 2004.

For purposes of this PARTNERSHIP AGREEMENT, the respective points of contact shall be:

For U.S. Department of Energy:
Honorable Spencer Abraham
Secretary
1000 Independence Avenue
Washington, D.C. 20585-0121

For City of San Diego
Honorable Richard Murphy
Mayor
202 C Street
San Diego, CA 92101

IN WITNESS WHEREOF, the Parties hereto have caused this PARTNERSHIP AGREEMENT to be executed as of the effective date last written below.

U.S. Department of Energy

City of San Diego

By:

By:

Date:

Date:

ATTACHMENT A

ROLES AND RESPONSIBILITIES

The *U.S. Department of Energy* shall:

- 1) Take a leadership role in providing project information, training materials, implementation tools, and a variety of technical assistance services during the duration of the pilot project.
- 2) Facilitate technical and policy assistance phone sessions with the *City of San Diego* Environmental Services Department staff. These sessions will also help to track participants' progress.
- 3) Provide a minimum of semi-annual on-site visits in San Diego at a mutually agreeable time.
- 4) Provide templates for press releases, and samples of outreach materials (articles, pamphlets, etc.) to assist participants with their outreach efforts.

The *City of San Diego* shall:

- 1) Take all reasonable actions to ensure that the collaboration between local and State partners under the San Diego Sustainable Community Program will be guided by the goal of improving the region's quality of life. The Environmental Services Department is designated as the lead on behalf of the *City of San Diego*, and local partners include, but are not limited to, San Diego Transit; San Diego Association of Governments; San Diego Regional Air Pollution Control District, San Diego Regional Energy Office, UCSD-Department of Urban Studies; UCSD-San Diego Dialogue; San Diego State University School of Business; County of San Diego Environmental Health Department; Poway Unified School District; California Regional Water Quality Control Board; ST-Microelectronics; Sony Corporation; Global Environmental Consulting Co.; Brummitt Energy; San Diego EarthWorks; and other *City of San Diego* Departments.
- 2) The parties agree to make all reasonable efforts to complete these tasks within the three-year time frame established for this project. The Parties understand that the *City of San Diego* will facilitate and oversee the development and implementation of the San Diego Sustainable Community Program, according to a schedule mutually agreed upon by the parties. However, ultimate responsibility for successful implementation of this collaborative project is dependent upon the capabilities and commitment of all participants, as well as the availability of financial resources.