



**MEMORANDUM  
OFFICE OF THE  
COUNTY EXECUTIVE  
COUNTY OF PLACER**

**TO:** Honorable Board of Supervisors

**FROM:** David Boesch, County Executive Officer  
By: Jennifer Merchant, Deputy County Executive Officer

**DATE:** April 28, 2015

**SUBJECT:** California Tahoe Alliance Memorandum of Understanding and Conservation Strategy Group Professional Services Agreement

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**Action Requested**

1. Authorize the Chair to execute the California Tahoe Alliance (Alliance) Memorandum of Understanding (MOU) on behalf of the County. There is no net cost to the County to execute the MOU.
2. Authorize the County Executive Officer to sign a Professional Services Agreement between Placer County and Conservation Strategy Group for advocacy services on behalf of Placer County as a member of the Alliance, in the amount of \$4,500, funded by the Community and Agency Support budget, at no new net cost to the County, for the period of May through October 2015.

**Background**

Placer County has been asked to participate in a coalition of local governments, special districts, public agencies and non-governmental organizations being formed on the California side of the Lake Tahoe Basin. The purpose of this coalition is to support and advocate for state of California funding for a broad range of environmental, restoration, and water quality and supply projects in the Lake Tahoe Basin, while also supporting coordinated implementation of the Tahoe Regional Planning Agency's (TRPA) Lake Tahoe Environmental Improvement Program (EIP). Launched in 1997, the Lake Tahoe EIP is a partnership of federal, state, and local agencies, private interests, and the Washoe Tribe, created to protect and improve the extraordinary natural and recreational resources of the Lake Tahoe Basin. EIP Partners implement hundreds of projects a year in the following program areas: (1) Watersheds, Water Quality, and Habitat, (2) Forest Management, (3) Air Quality & Transportation, (4) Recreation & Scenic Resources, and (5) Applied Science. EIP projects include everything from new bike trails to creek restoration projects to programs that protect the lake from aquatic invasive species infestations.

It is expected that during the current legislative session the Legislature and Administration will debate and make decisions on a number of programs that could provide funding for projects in the Lake Tahoe Basin, including but not limited to:

- Allocations of Proposition 1 funding, including the California Tahoe Conservancy's allocation of \$15 million and a portion of the \$475 million set aside for state priorities; the

Department of Fish and Wildlife's allocation of \$285 million for statewide conservation projects; and Integrated Regional Water Management Plan funding.

- Short and long-term allocations of Cap-and-Trade funds for forestry, wetlands and sustainable communities projects that reduce greenhouse gas emissions.
- Potential ballot initiative to provide funding for local, regional and state parks, forests and working lands, protection, preservation, and restoration projects by state conservancies, and urban forestry and sustainable communities.
- Funding allocations from SB630 (2013) and other sources for near-shore monitoring programs and Aquatic Invasive Species control projects.

Staff representatives from the California Tahoe Conservancy, City of South Lake Tahoe, League to Save Lake Tahoe, North Tahoe Public Utility District, Placer County, South Tahoe Public Utility District, Tahoe City Public Utility District, Tahoe Fund, Tahoe Regional Planning Agency and Tahoe Regional Conservation District have met and discussed the benefits and potential downsides of a collaborative effort to obtain funding for important environmental projects in the Lake Tahoe Basin. It was recognized that a number of the participating entities, including Placer County, already have advocacy firms working on their behalf with respect to obtaining funding and implementation of policy supporting projects in the Lake Tahoe Basin. However, given the breadth and scope of current funding opportunities it was determined that a collaborative effort serving to augment individual agency programs could be highly beneficial to the region as a whole, in part because it may reach a wider audience of legislators than the individual entities might otherwise be able to establish on their own. Participation by Placer County in the Alliance will further demonstrate Placer County's commitment to working collaboratively with regional partners to preserve and enhance the North Lake Tahoe environment.

The attached MOU was developed to formalize the intent of the Alliance, to establish its goals and set forth mutual understanding between the participating entities. Execution of the MOU does not abridge any decision-making authority of the County or commit it to any specific course of action. While execution of the MOU does not in and of itself obligate Placer County to expend funds, the Alliance desires to secure the services of consulting firm Conservation Strategy Group (CSG) to advocate on behalf of the interests of the Alliance. Each member of the Alliance, unless prohibited by law from engaging the services of a paid advocacy firm, is to contract individually with CSG for their respective portion of the advocacy services to be provided to the Alliance.

The attached Professional Services Agreement establishes the scope of work for CSG's services to Placer County as a member of the Alliance. Placer County's cost for these services through October 2015 totals \$4,500, as outlined in the attached agreement. Placer County currently has a separate professional services agreement with CSG to assist the County in developing effective strategies to secure resources necessary to develop and implement the Placer County Conservation Plan. The agreement with CSG for services related to the Alliance

specifies that advocacy on behalf of the Alliance must not be detrimental to other Placer County initiatives.

During the months of March and April 2015, prospective Alliance members will be bringing forward the MOU to their respective Boards for consideration and approval. It is anticipated that the advocacy efforts by and on behalf of the Alliance will begin in late March/early April 2015.

**Environmental Impact**

These actions are for the approval of a memorandum of understanding and services contract only. As such, they do not constitute a project and are exempt pursuant to the California Environmental Quality Act Guidelines (CEQA) section 15061 (b)(3).

**Fiscal Impact**

There is no cost associated with execution of the MOU.

Placer County's contribution to the costs of Conservation Strategy Group's advocacy services on behalf of the Alliance totals \$4,500. Funding for these services is available in the County Executive Office's approved FY 2014-15 Community and Agency Support budget.

**Attachments:**

- Attachment 1: Memorandum of Understanding (MOU) Regarding the California Tahoe Alliance
- Attachment 2: Professional Consultant Services Agreement for Lobbying and Consulting Services for the California Tahoe Alliance – Conservation Strategy Group

**Memorandum of Understanding (MOU)  
Regarding the CA Tahoe Alliance  
February 23, 2015**

**1. Purpose of MOU**

The signatories of this Memorandum of Understanding (MOU) recognize the value of forming a CA Tahoe Alliance (Alliance) to support efforts to identify, coordinate, and advocate for state funding opportunities as they become available. The Region defined by this Alliance includes the Lake Tahoe Basin which is contained within portions of El Dorado and Placer Counties, and within the City of South Lake Tahoe in California and within Douglas, Washoe, and Carson City Counties in Nevada.

This MOU is in reference to the intent of the Alliance to encourage coordinated strategies for guidance on state funding legislation and to provide a mechanism to apply for funding that supports a broad range of environmental, restoration, and water quality and supply projects, while also supporting coordinated implementation of the Environmental Improvement Program (EIP). Collectively, these projects and programs are designed to achieve and maintain environmental improvements that protect Tahoe's unique and valued resources.

**2. Goals of the CA Tahoe Alliance**

Goals include but are not limited to:

- Achieve policy objectives to meet the natural resource funding needs of the Lake Tahoe Basin in current and future California Legislative Sessions
- Maximize Alliance efforts by aligning with and supporting concurrent activities related to funding allocations at the state level
- Utilize existing groups to share information and broaden communication amongst Basin partners. These groups could include but are not limited to the Tahoe Interagency Executives, Lake Tahoe Partnership, Prosperity Center, and Chamber of Commerce.
- Form a Steering Committee to effectively and efficiently organize Alliance efforts to meet the goals

The Alliance agrees to work cooperatively to pursue common funding objectives and seeks to represent each signatory equally and appropriately. The Alliance will collectively prioritize consultant services to achieve funding and policy goals for the Lake Tahoe Basin. It is expected the signatories of this MOU will apply for funding available through these efforts independently or collectively as appropriate.

**3. Mutual Understandings**

This MOU does not abridge any decision-making authorities of any signatory.

The CA Tahoe Alliance and strategies developed under this MOU will not conflict with any legal obligation of any signatory, including those under contracts, licenses, permits, regulations and statutes.

This MOU is not an obligation of funds, and does not control or limit pursuit of other funding sources for any future project of any signatory.

It is expected that signatories to this MOU will contribute staff time necessary to meet the goals of this MOU.

#### **4. Withdrawal from the MOU**

Any party to the MOU may end its participation by providing written notice to the Alliance Coordinator at their normal business address.

#### **5. Signatories to the MOU**

MOU Signatories: The signatories to this MOU represent a spectrum of public agencies, special districts, and non-profit organizations throughout the California side of the Tahoe Basin.

The signatories of this MOU will:

- Foster a collaborative funding acquisition environment;
- Promote the funding of projects to improve water supply, water quality and environmental protection of the Lake Tahoe Watershed;
- Recommend priorities for statewide funding allocations;
- Cooperatively advocate to apply for and obtain funding for implementation projects;
- Revise and update consultant scope of services as needed;
- Communicate the best available information to decision makers and stakeholders

Future signatories to this agreement are welcome, and signatories to this MOU are active until written notice to end the participation of the agency has been received by the Alliance Coordinator.

This MOU may be executed by submittal of individual signature pages that when combined, shall constitute a single instrument. The signatories to this MOU represent that they have the authority to bind their respective agency to this MOU.

1. CA Tahoe Alliance

Memorandum of Understanding

Signatory Page

Agency: \_\_\_\_\_

\_\_\_\_\_  
Responsible Party/Title for Signature

Signed: \_\_\_\_\_

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

**Administering Agency:** Placer County, County Executive Office

**Contract No.** \_\_\_\_\_

**Contract Description:** Lobbying and Consulting Services for California Tahoe Alliance

**PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** is made at Auburn, California, as of \_\_\_\_\_, 2015, by and between the County of Placer, ("COUNTY"), and Conservation Strategy Group, ("CONSULTANT"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** COUNTY shall pay CONSULTANT a total of \$4,500 for services rendered pursuant to this Agreement in accordance with the following schedule:  
    \$1,500 upon execution of this agreement and submission of an invoice to the COUNTY by CONSULTANT.  
    \$500 per month for the months of May – October 2015. CONSULTANT shall submit invoices to the COUNTY monthly.  
**The amount of the contract shall not exceed Four Thousand Five Hundred dollars (\$4,500).**
3. **Facilities, Equipment and Other Materials, and Obligations of COUNTY.** CONSULTANT shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of CONSULTANT to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Contractor.** At all times during the term of this Agreement, CONSULTANT shall be an independent Contractor and shall not be an employee of the COUNTY. COUNTY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to COUNTY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed.
8. **Time.** CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. Neither party shall be considered in

default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

10. **INSURANCE:**

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

I. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the COUNTY upon demand.

II. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the COUNTY as noted above. In no cases shall the types of policies be different.

### III. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the CONSULTANT, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

### IV. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

### V. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000.

If CONSULTANT sub-contracts in support of CONSULTANTs work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the CONSULTANT shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

### VI. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONSULTANT shall furnish the COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

11. **Consultant Not Agent.** Except as COUNTY may specify in writing CONSULTANT shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied pursuant to this Agreement to Bind COUNTY to any obligation whatsoever.
12. **Assignment Prohibited.** CONSULTANT may assign its rights and obligations under this Agreement only upon the prior written approval of COUNTY, said approval to be in the sole discretion of COUNTY.
13. **Personnel.**
  - A. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, including those members of the Project Team as explained below, CONSULTANT shall remove any such person immediately upon receiving notice from COUNTY of the desire of COUNTY for removal of such person or persons.
  - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, CONSULTANT agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subContractors named in the Project Team by CONSULTANT without the prior written consent of COUNTY shall be grounds for cancellation of the agreement by COUNTY, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.
14. **Standard of Performance.** CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices its profession. All products of whatsoever nature which CONSULTANT delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.
15. **Termination.**
  - A. COUNTY shall have the right to terminate this Agreement at any time by giving fifteen- (15) working days' advance notice in writing of such termination to CONSULTANT. In the event COUNTY shall give notice of termination, CONSULTANT shall immediately cease rendering service upon the fifteenth day of receipt of such written notice, pursuant to this Agreement. In the event COUNTY shall terminate this Agreement:

- 1) CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) COUNTY shall have full ownership and control of all such writings delivered by CONSULTANT pursuant to this Agreement.
- 3) COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy, which COUNTY may have in law or equity.

B. CONSULTANT may terminate its services under this Agreement upon fifteen- (15) working days' advance written notice to the COUNTY.

16. **Non-Discrimination**. CONSULTANT shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Records**. CONSULTANT shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to COUNTY, and COUNTY shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that work of such value has been rendered pursuant to this agreement. However, COUNTY shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
18. **Ownership of Information**. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONSULTANT agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.
19. **Waiver**. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
20. **Conflict of Interest**. CONSULTANT certifies that no official or employee of the COUNTY, nor any business entity in which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, CONSULTANT agrees

that no such person will be employed in the performance of this agreement without immediately notifying the COUNTY.

21. **Entirety of Agreement.** This Agreement contains the entire agreement of COUNTY and CONSULTANT with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
22. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
23. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the COUNTY of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
24. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

County Executive Office  
Attn: Jennifer Merchant  
PO Box 1909  
Tahoe City, CA 96145

Phone: 530-546-1952

CONSULTANT:

Conservation Strategy Group  
Attn: Tasha Newman  
1100 11<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

Phone: 916-558-1516

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

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Executed as of the day first above stated:

**COUNTY OF PLACER**

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

Printed Name/Title: David Boesch, County Executive Officer

Approved As to Form – County Counsel:

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

**CONSULTANT** \_\_\_\_\_

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

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

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

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

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

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

***\*If Consultant is a corporation, this agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

**Exhibits**

A. Scope of Services



## EXHIBIT A

### **Lobbying and Consulting Services Representing CA Tahoe Alliance**

#### **Project Summary:**

During the 2015-16 California Legislation Session, Conservation Strategy Group (CSG) will lead a collaborative effort to achieve funding and policy goals for the Lake Tahoe Basin. Potential priorities for this contract include, but may not be limited to:

- Proposition 1 Implementation
- 2016 Natural Resources Bond aka "parks bond"
- Invasive Aquatic Species Program Funding
- Cap and Trade Funding
- Conservancy Sustainable Communities Legislation
- Transit Funding Formula Modification
- General monitoring and reporting of policy or funding issues and grant guidelines that could affect the Basin

#### **Scope of Work:**

*NOTE: Given the nature of existing collaborative legislative efforts within partner agencies to the CA Tahoe Alliance, this Scope of Work will avoid conflicting efforts, especially those that may have detrimental effects on current and established advocacy efforts*

#### **Proposition 1**

The passage of Proposition 1, the \$7.5 billion water bond, in November 2014 includes categories of funding that could benefit the Tahoe Basin and fund the EIP.

CSG will work to ensure the following:

- 1) California Tahoe Conservancy funding is appropriated in a timely manner
- 2) The Lake Tahoe Basin receives its fair share of the \$475 million State Obligations funding to support projects that fulfill the obligations of the State of California in complying with the terms of the Tahoe Regional Planning Compact (Section 66801 of the Government Code)
- 3) The Tahoe Basin is competitive for other Proposition 1 programs of interest, including the Department of Fish and Wildlife Watershed program, the Integrated Regional Water Management Program, and others.

1. \$475,000,000 to the Natural Resources Agency to fulfill obligations of the State of California (State Obligations Funding) at Tahoe (through the Conservancy), Klamath River, Colorado River, and other areas. This funding allocation will be extremely competitive. CSG, along with our Tahoe partners, will work to position the Tahoe Conservancy as a recipient of a large portion of these dollars in order to implement the Tahoe EIP. Toward this effort CSG proposes the following:
  - Engage the Legislature both broadly and specifically in the budget process to advocate for a portion of this funding to be allocated to the Conservancy.
  - Convene meetings with budget consultants, legislators and their staff, and the Administration to advocate for this allocation.
  - Attend and testify at state budget hearings.
  - Work to build a broader base of support for the Tahoe Basin. CSG will work to foster champions within the Legislature who can help promote support for funding the EIP. (Assemblymember Gordon and Senator Pavley have championed efforts for the Tahoe Basin before.)
  - Engage in any legislative proposals that affect the expenditure of the State Obligations Funding. (While it is anticipated that any action regarding the State Obligations Funding would occur through the budget process, CSG will monitor all introduced legislation that may impact the allocation of Proposition 1 funding.)
  - Organize Tahoe interests (coalition) to do outreach as needed.
2. \$15,000,000 to the Conservancy for water quality, water supply, and watershed protection and restoration projects (Water Code Section 79731(b)).
  - Engage in the budget process to ensure this funding is allocated to the Conservancy.
3. \$285,000,000 to the Department of Fish and Wildlife (DFW) for watershed restoration projects (Water Code Section 79737) and \$32,800,000 to DWR for the Integrated Regional Water Management Program
  - Influence guidelines for this program currently being developed by DFW and DWR.
  - CSG and Tahoe Coalition will meet with DFW staff to discuss draft guidelines, submit formal comment letter, and provide public testimony (if needed) to influence the guidelines so that eligible projects and scoring criteria align with priorities in the Tahoe Basin.
4. \$2,700,000,000 to the California Water Commission for groundwater storage Influence guidelines for this program currently being developed by CWC.
  - CSG and CA Tahoe Alliance will meet with CWC staff, if appropriate, to discuss draft guidelines, submit formal comment letter, and provide public testimony (if needed) to influence the guidelines so that eligible projects and scoring criteria align with priorities in the Tahoe Basin.
5. \$100,000,000 to the Department of Water Resources for the Water Conservation Program
  - Influence guidelines for this program currently being developed by DWR.
6. \$900,000,000 to the State Water Resources Control Board for Groundwater Contamination and Sustainable Groundwater management planning and implementation.
  - Influence guidelines for this program currently being developed by SWRCB

### **Park Bond**

During the 2014 legislative session, Senator Kevin de Leon introduced a “parks” bond. The draft measure sought to provide funding for local, regional and state parks; forests and working lands; protection, preservation, and restoration projects by state conservancies; and urban forestry and sustainable communities. It is anticipated that Senator de Leon will run legislation to place a similar bond measure on the November 2016 ballot. CSG will need to work with Senator de Leon to influence what is included in the bond with a focus on programs that benefit the Tahoe Basin.

- CSG will meet with Senator de Leon’s staff and assist in drafting of the legislation.
- Work with Tahoe Coalition, other CSG clients, and environmental community to build a coalition of support for a Park Bond.
- Meet with legislators supportive of the Tahoe Basin to advocate for the inclusion of significant funding for the Tahoe Basin.
- Attend committee hearings and testify in support of the legislation.
- Meet with the Administration to have approval from the Governor of the measure to ensure his signature.

### **Aquatic Invasive Species Program**

- Support efforts to direct state funding to TRPA’s Aquatic Invasive Species inspection program in the Tahoe Basin
- Engage the budget committees and Administration to advocate for this funding

### **Cap and Trade Funding**

- Support and track cap and trade funding grant criteria for wetlands (DFW), forests (Calfire), and Sustainable Communities (Strategic Growth Council).
- Participate in legislative efforts to provide long-term cap and trade revenue in these areas.

### **Conservancy Sustainable Communities Legislation**

- Support legislation to clarify the Conservancy’s authority to sell or transfer land in order to achieve the sustainable community goals of the Tahoe Basin

### **Transit Funding Formula Legislation**

- Support legislative effort of the Tahoe Transportation District to change the state’s transit funding formula from a formula based on population to a formula based on criteria that takes the high level of tourism experienced in the Tahoe Basin into account.

### **Timeframe**

The California Legislature recently began a new two-year legislation session for 2015-16. We anticipate a two-year timeframe to achieve some of the larger goals of this proposal. Much of the groundwork needed to achieve success in some of the areas described above must take place during the 2015 legislative year. For example, it is our understanding that the state has not made any decisions about how to spend the Prop 1 State Obligations money and this issue may not be taken up in the current budget cycle – unless we actively pursue it. In addition, park bond legislation will likely take two years to negotiate and complete – in time for the 2016 election.

In 2015, we hope to see successful funding of the AIS program, passage of the Sustainable Communities legislation, and perhaps the transit formula modification. This year we will also have the opportunity to help draft the guidelines for many of the Prop 1 programs.

The following is a timeline of activities we foresee for the 2015 legislative year. (Our strategy and priorities will need to be reassessed in the fall of 2015.)

#### January-February

- CSG team will meet with client to discuss strategy going forward
- CSG team will review Governor Brown's proposed budget to identify any expenditures from State Obligations Funding, and the amount of allocations to the Conservancy, WCB, and DFW
- Convene meetings with members and consultants of the budget committees to discuss the benefits and need of allocating funds to the Conservancy from the State Obligations Funding
- Convene meetings with California Natural Resources Agency and other appropriate members of the Administration
- Monitor all introduced legislation for any potential bills that affect the State Obligations Funding
- Draft necessary language and/or materials (fact sheets, support letters, etc.) to facilitate State Obligation Funding allocation in the budget process
- Monitor introduced legislation for measures regarding the Conservancy's authority to achieve the sustainable community goals of the Tahoe Basin
- Monitor introduced legislation for measures regarding amendments to the transit funding formula
- Influence guideline development of WCB and DFW proposition 1 programs through meetings with agencies and submitting formal comment letters

#### March-May

- Build coalition of support for budget allocations, from groups within and outside of the Tahoe Basin
- Foster coalition of legislators who support the Tahoe Basin
- Continued engagement with budget consultants to prepare for applicable budget committee hearings
- Coordinate with client on testimony for budget committee hearings; attend and testify at said hearings
- Review and analyze Governor's May Revision to the budget proposal for any changes that positively or negatively affect advocacy plan.
- Attend policy committee and appropriations committee hearings and testify in support of Sustainable Communities Legislation and/or Transit Funding Formula Legislation

#### June-September

- Engage leadership of both Assembly and Senate to include State Obligations Funding allocation in final budget proposal
- If we are successful and the allocation is in the Legislature's final budget proposal, engage administration to retain allocation in final budget
- Attend policy committee and appropriations committee hearings and testify in support of Sustainable Communities Legislation and/or Transit Funding Formula Legislation

October

- Submit letters to Governor's office in support of Sustainable Communities Legislation and/or Transit Funding Formula Legislation if either or both pass the Legislature
- CSG team will meet with Tahoe Coalition to assess successes in 2015 session and formulate new strategies for items needing to be worked on in 2016.

**Reporting and Communications:**

The Tahoe Coalition will receive all CSG updates and notices.

CSG and the Tahoe Coalition will identify and establish appropriate level and methods of communication to ensure that the Tahoe Coalition is completely aware of and engaged in all important aspects of this project.

**Primary Project Staff:**

**Joe Caves**, Partner, will provide high level strategy assistance on this project.

**Tasha Newman**, Client Manager, will provide project oversight, lead efforts on grant program development, and assist with project specific funding strategies.

**Mark Fenstermaker**, Legislative Consultant, will provide state budget and legislative assistance.

