

**Conservation Strategy Group, LLC  
Lobbying and Consulting Services**

**AGREEMENT FOR SERVICES #096-S1610**

**THIS AGREEMENT**, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Conservation Strategy Group, LLC, a limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 1100 11<sup>th</sup> Street, Suite 200, Sacramento, California 95814 (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a consultant to assist its Community Development Agency with lobbying and consulting services to achieve funding and policy goals for the Lake Tahoe Basin;

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

**WHEREAS**, County has determined that the provision of such services provided by Consultant are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

**NOW, THEREFORE**, County and Consultant mutually agree as follows:

**ARTICLE I**

**Scope of Services:** Consultant agrees to furnish personnel and services necessary to perform lobbying and consulting services. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator. Failure to submit the required deliverables in the format

required shall be grounds for termination of the Agreement, as provided in ARTICLE XVII, Default, Termination, and Cancellation, herein.

All of the services included in this Article and Exhibit A are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County.

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall expire two (2) years thereafter.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the monthly billing rate shall be \$1,000. The total amount of this Agreement shall not exceed \$24,000, inclusive of all expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Community Development Agency  
Long Range Planning Division  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Cindy Johnson  
Administrative Technician

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

## **ARTICLE IV**

**Taxes:** Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

## **ARTICLE V**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE VI**

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act, unless authorized by County, as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

## **ARTICLE VII**

**Confidentiality:** Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Community Development Agency or to such other person with County's consent for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

## **ARTICLE VIII**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

## **ARTICLE IX**

**Independent Contractor/Liability:** Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

## **ARTICLE X**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XI**

**Audit by California State Auditor:** Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XII**

### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice

shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

**ARTICLE XIII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado  
Community Development Agency  
Long Range Planning Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: David Defanti  
Assistant Director

With a copy to:

County of El Dorado  
Community Development Agency  
Administration and Finance Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Michele Weimer  
Administrative Services Officer  
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Conservation Strategy Group, LLC  
1100 11<sup>th</sup> Street, Suite 200  
Sacramento, California 95814

Attn.: Joseph Caves  
Principal

or to such other location as Consultant directs.

#### **ARTICLE XIV**

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XV**

**Indemnity:** Consultant shall defend, indemnify, and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly provided by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XVI**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.

- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

#### **ARTICLE XVII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XVIII**

**Interest of Consultant:** Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

#### **ARTICLE XIX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further



understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XII, Default, Termination, and Cancellation, herein.

#### **ARTICLE XX**

**California Residency (Form 590):** All independent consultants providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

#### **ARTICLE XXI**

**County Payee Data Record Form:** All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

#### **ARTICLE XXII**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXIII**

**Licenses:** Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXIV**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XXV**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is David Defanti, Assistant Director, Long Range Planning Division, Community Development Agency, or successor.

**ARTICLE XXVI**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

**ARTICLE XXVII**

**Partial Invalidity:** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXVIII**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

**ARTICLE XXIX**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**ARTICLE XXX**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

**Requesting Contract Administrator and Division Concurrence:**

By:   
David Defanti, Assistant Director  
Long Range Planning Division  
Community Development Agency

Dated: 9/4/15

**Requesting Department Concurrence:**

By:   
Steven M. Pedretti, Director  
Community Development Agency

Dated: 9/4/15

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By:   
Brian K. Veerkamp, Chair  
Board of Supervisors  
"County"


Dated: 9/22/15

Attest:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 9/22/15

-- CONSERVATION STRATEGY GROUP, LLC --

By:   
Joseph Caves  
Member  
"Consultant"

Dated: 9/1/2015

# Conservation Strategy Group, LLC

## Exhibit A

### Scope of Services

#### Representing CA Tahoe Alliance

##### Project Summary:

During the 2015-2016 California Legislation session, Consultant shall lead a collaborative effort to provide lobbying and consulting services to achieve funding and policy goals for the Lake Tahoe Basin. Consultant shall represent the California Tahoe Alliance and County shall be a partner agency to the California Tahoe Alliance (Tahoe Alliance). The Tahoe Alliance is a coalition of California agencies and jurisdictions that are working together to identify, coordinate, and advocate for state funding for the Lake Tahoe Basin.

Potential priorities for this Agreement 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 Lake Tahoe Basin

##### Scope of Work<sup>1</sup>:

##### Proposition 1 Implementation

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

Consultant shall work to ensure the following:

- 1) California Tahoe Conservancy (CTC) funding is appropriated in a timely manner.
- 2) The Lake Tahoe Basin receives its share of the \$475 million State Obligations funding to support projects that fulfill the obligations of the State of California in

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<sup>1</sup> Given the nature of existing collaborative legislative efforts within partner agencies to the California Tahoe Alliance, this Scope of Work will avoid conflicting efforts, especially those that may have detrimental effects on current and established advocacy efforts.

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 other programs.

Consultant shall work to obtain Proposition 1 funding for the following projects and agencies in the Lake Tahoe Basin:

1. \$475,000,000 to the Natural Resources Agency to fulfill obligations of the State of California (State Obligations Funding) at the Lake Tahoe Basin (through the CTC), Klamath River, Colorado River, and other areas. This funding allocation shall be extremely competitive. Consultant, along with our Lake Tahoe Basin partners, shall work to position the CTC as a recipient of a large portion of these dollars in order to implement the Lake Tahoe Basin EIP. Consultant 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 CTC.
  - 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 Lake Tahoe Basin. Consultant shall work to foster champions within the Legislature who can help promote support for funding the EIP (Assembly member Gordon and Senator Pavley have championed efforts for the Lake Tahoe Basin previously).
  - 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, Consultant shall monitor all introduced legislation that may impact the allocation of Proposition 1 funding.
  - Organize the Lake Tahoe Basin interests (coalition) to perform outreach as needed.
2. \$15,000,000 to the CTC for water quality, water supply, and watershed protection and restoration projects (Water Code Section 79731(b)).
  - Consultant shall engage in the budget process to ensure this Proposition 1 funding is allocated to the CTC.
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 the Department of Water Resources (DWR) for the Integrated Regional Water Management Program.
  - Consultant shall influence guidelines for this program currently being developed by DFW and DWR.

- Consultant and Tahoe Alliance shall 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 Lake Tahoe Basin.
4. \$2,700,000,000 to the California Water Commission (CWC) for groundwater storage Influence guidelines for this program currently being developed by CWC.
    - Consultant and California Tahoe Alliance shall 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 Lake Tahoe Basin.
  5. \$100,000,000 to the Department of Water Resources for the Water Conservation Program.
    - Consultant shall Influence guidelines for this program currently being developed by DWR.
  6. \$900,000,000 to the State Water Resources Control Board (SWRCB) for Groundwater Contamination and Sustainable Groundwater management planning and implementation.
    - Consultant shall influence guidelines for this program currently being developed by SWRCB.

### **2016 Natural Resources Bond also known as the 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. Consultant shall work with Senator de Leon to influence what is included in the bond with a focus on programs that benefit the Lake Tahoe Basin.

- Consultant shall meet with Senator de Leon's staff and assist in drafting of the legislation.
- Consultant shall work with the Tahoe Alliance, other Consultant's clients, and environmental community to build a coalition of support for a Park Bond.
- Consultant shall meet with legislators who are supportive of the Lake Tahoe Basin to advocate for the inclusion of significant funding for the Lake Tahoe Basin.
- Consultant shall attend committee hearings and testify in support of the legislation.
- Consultant shall meet with the Administration to have approval from the Governor of the measure to ensure his signature.

### **Aquatic Invasive Species Program Funding**

- Consultant shall support efforts to direct state funding to TRPA's Aquatic Invasive Species (AIS) inspection program in the Lake Tahoe Basin.
- Consultant shall engage the budget committees and Administration to advocate for this funding.

### **Cap and Trade Funding**

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

### **Conservancy Sustainable Communities Legislation**

- Consultant shall support legislation to clarify the CTC's authority to sell or transfer land in order to achieve the sustainable community goals of the Lake Tahoe Basin.

### **Transit Funding Formula Modification**

- Consultant shall 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 tourism criteria and the high level of tourism experienced in the Lake Tahoe Basin.

### **Timeframe**

The California Legislature recently began a new two (2) year legislative session for 2015-2016. We anticipate a two (2) 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 Consultant's understanding that the State has not made any decisions about how to spend the Proposition 1 State Obligations funds and this issue may not be reviewed in the current budget cycle, unless Consultant actively pursues it. In addition, park bond legislation will likely take two (2) years to negotiate and complete in time for the 2016 election.

In 2015, Consultant hopes to see successful funding of the AIS program, passage of the Sustainable Communities legislation, and the transit funding formula modification. During this time, Consultant shall also draft the guidelines for many of the Proposition 1 programs.

The following is a timeline of Consultant's activities for the 2015 legislative year. Consultant's strategy and priorities shall be reassessed in the fall of 2015.

#### August-September

- Engage leadership of both Assembly and Senate to include State Obligations Funding allocation in final budget proposal
- If Consultant is 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 in the event either or both pass the Legislature
- Consultant shall meet with Tahoe Alliance to assess successes in 2015 session and formulate new strategies for items needing to be worked on in 2016

#### **Reporting and Communications:**

The Tahoe Alliance and/or County shall receive all of Consultant's updates and notices in a monthly newsletter.

Consultant and the Tahoe Alliance shall identify and establish the appropriate level and methods of communication to ensure that the Tahoe Alliance and/or County is completely aware of and engaged in all important aspects of this project.