

# ORIGINAL

## MEMORANDUM OF UNDERSTANDING

Between

**South Tahoe Public Utility District**

And

**Tahoe City Public Utility District**

And

**North Tahoe Public Utility District**

And

**Placer County**

And

**El Dorado County**

And

**League to Save Lake Tahoe**

And

**Tahoe Resource Conservation District**

This Memorandum of Understanding (MOU) is made and entered into by and between [*South Tahoe PUD, Tahoe City PUD, North Tahoe PUD, Placer County, El Dorado County, League to Save Lake Tahoe, and Tahoe Resource Conservation District*]. The entities listed above may collectively be referred to as the parties to this MOU.

### I. PURPOSE:

The purpose of this MOU is to document a framework of cooperation to support efforts to identify, coordinate, and advocate for state funding opportunities across jurisdictional boundaries by establishing the California Tahoe Alliance (Alliance) in accordance with this MOU and the hereby incorporated Exhibits:

<u>Exhibit</u>	<u>Contents</u>
A	Steering Committee Representatives, Alternates, and Advisory Members
B	Steering Committee Organization and Function
C	Steering Committee Responsibilities
D	Policy Positions

Exhibits to this MOU may be revised or deleted by Steering Committee consensus. The latest revision of any Exhibit will automatically be incorporated into this MOU without necessitating a formal modification as defined in *Exhibit C Steering Committee Responsibilities item F*.

## II. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

The parties agree that it is to their mutual benefit and interest 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.

To meet the mutual benefit and interest of the Alliance, the goals include but are not limited to:

- i. Achieve policy objectives to meet the natural resource funding needs of the Lake Tahoe Basin in current and future California Legislative Sessions
- ii. Maximize Alliance efforts by aligning with and supporting concurrent activities related to funding allocations at the state level
- iii. 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
- iv. Educate Legislators, Legislative staff, and state agency staff about existing conditions and issues facing the Lake Tahoe region
- v. Form a Steering Committee to effectively and efficiently organize Alliance efforts to meet the goals

## III. EACH PARTY SHALL:

- A. Agree to establish the Alliance and represent the California side of the Lake Tahoe Basin.
- B. Agree to the formation of an Alliance Steering Committee (Steering Committee) to provide expertise and oversight to legislative activities within and for the Alliance. *See Exhibit A, B, and C for a list of Steering Committee Representatives, Organization and Responsibilities.*
- C. Designate a key contact or a representative to serve on the Steering Committee who shall be given authority to vote on Alliance support letters, statements, talking points or other communications that conform with stated Policy Positions. *See Exhibit D.*
- D. Work through their Steering Committee representative to provide necessary information to:
  - Revise or delete the Exhibits to this MOU;
  - Maintain and revise, as necessary, Consultant Scope of Services and Policy Positions; and
  - Provide legislative input through letters, other media, and visits to the State Capitol.
- E. Agree that the Alliance will have goals, objectives, and actions that are aligned with each party. Scope of Services and Policy Positions will describe the goals and objectives for the Alliance and will be guiding documents for the coordinated actions within the Alliance.

- F. Recognize that each party to this MOU retains primary responsibility and management discretion for authority under their jurisdiction.
- G. Agree to coordinate priorities, actions, and resources for mutual strategies to secure funding mechanisms for Lake Tahoe EIP and environmental improvements that protect Tahoe's unique and valued resources.
- H. Promote the funding of projects to improve water supply, water quality, and environmental protection and recommend priorities for statewide funding allocations
- I. Recognize that other entities may assist in endeavors critical to the purposes of this MOU under separate formal arrangements. Such assistance may include but not be limited to: managing funds, writing grant applications, providing consultation, education, and facilitation.
- J. Communicate the best available information to decision makers and stakeholders.

**IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. The principal contacts for this MOU are the Steering Committee Representatives and/or key contacts for the parties to this MOU as defined in *Exhibit A*.
- B. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- C. NON-FUND OBLIGATING DOCUMENT. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate authority. This MOU does not provide such authority.
- D. MODIFICATION. Modifications within the Policy Positions in *Exhibit D* of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
- E. TERMINATION. Any party, in writing, may terminate their participation in this MOU in whole, or in part, at any time before the date of expiration.
- F. SIGNATORIES. The Alliance agrees to work cooperatively to pursue common funding objectives and seeks to represent each signatory equally and appropriately. In the interest of efficiency, this MOU will be distributed electronically for signature. Signatory officials may initially respond with

their electronic signature to the email address listed below, followed by mailing their original hard copy signature to:

Kim Boyd, Senior Management Analyst  
Tahoe City Public Utility District  
P.O. Box 5249  
Tahoe City, CA 96145  
[kboyd@tcpud.org](mailto:kboyd@tcpud.org)

This MOU may be executed by submittal of individual signature pages that when combined, shall constitute a single instrument. Future signatories to this MOU are welcome, and the signatories represent that they have the authority to bind their respective agency to this MOU. Once fully executed, an electronic copy of this MOU will be distributed to all signatory officials.

- G. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 31, 2022 at which time it will expire.

In witness whereof, the parties hereto have executed this MOU as of the last date written below:  
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.

\_\_\_\_\_  
NAME, TITLE  
South Tahoe Public Utility District

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME, TITLE  
Tahoe City Public Utility District

\_\_\_\_\_  
DATE

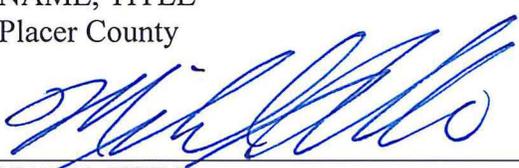
\_\_\_\_\_  
NAME, TITLE  
North Tahoe Public Utility District

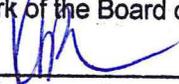
\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME, TITLE  
League to Save Lake Tahoe

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME, TITLE  
Placer County



\_\_\_\_\_  
DATE **ATTEST: James S. Mitrison**  
Clerk of the Board of Supervisors  
By   
4/10/2018 Kim Dawson, Sr. Deputy Clerk

\_\_\_\_\_  
NAME, TITLE  
El Dorado County

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME, TITLE  
Tahoe Resource Conservation District

\_\_\_\_\_  
DATE

## EXHIBIT A

### STEERING COMMITTEE REPRESENTATIVES Parties to the MOU

Darcie Collins, Executive Director  
League to Save Lake Tahoe  
530-541-5388  
darcie@keeptahoeblue.org

Brendan Ferry, Principal Planner  
El Dorado County  
530-573-7905  
Brendan.ferry@edcgov.us

Shannon Cotulla, Assistant General Manager  
South Tahoe Public Utility District  
530-543-6206  
scotulla@stpud.dst.ca.us

Nicole Cartwright, Executive Director  
Tahoe Resource Conservation District  
530-543-1501  
ncartwright@tahoercd.org

Kim Boyd, Senior Management Analyst  
Tahoe City Public Utility District  
530-580-6286  
kboyd@tcpud.org

Erin Casey, Senior Management Analyst  
Placer County  
530-546-1944  
ecasey@placer.ca.gov

### STEERING COMMITTEE ALTERNATES

Sean Barclay, General Manager  
Tahoe City Public Utility District  
530-580-6051  
sbarclay@tcpud.org

Duane Whitelaw, General Manager  
North Tahoe Public Utility District  
530-546-4212  
dwhitelaw@ntpud.org

### ADVISORY MEMBERS

Julie Regan, Chief External Affairs/Deputy  
Director  
Tahoe Regional Planning Agency  
775-589-5237  
jregan@trpa.org

Patrick Wright, Executive Director  
California Tahoe Conservancy  
530-543-6002  
Patrick.wright@tahoe.ca.gov

Amy Berry, CEO  
Tahoe Fund  
775-338-1668  
aberry@tahoefund.org

## EXHIBIT B

### STEERING COMMITTEE ORGANIZATION and FUNCTION

The Steering Committee will:

- A. Initially be comprised of an authorized representative from each of the parties to this MOU.
- B. Make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this MOU. Representatives will participate in monthly meetings. Such meetings shall generally be held on the first and third Wednesday of each month to coordinate activities.
- C. Share pertinent information, encourage and promote cooperation, and keep communication open and frequent so all representatives are informed on the status of the issues that may affect working relationships.
- D. Be responsible for certain decisions such those actions related to legislative support. A decision-making process will encourage early articulation of concerns, which maximizes the chance of understanding and accommodating the views of all parties. There must be a quorum of 50 percent plus one Steering Committee member attendance for this decision-making process to be valid, and must occur at least 72 hrs by phone or email in advance of any action. Any action required or permitted by this document or otherwise to be taken at a meeting of the members or the Steering Committee, may be taken without a meeting if consent in writing setting forth the action taken is signed or confirmed by email by consensus.
- E. Operate by consensus with a commitment to cooperation across jurisdictional boundaries. Consensus process will follow a 'majority rules', where a  $\frac{3}{4}$  majority threshold shall be met at the Steering Committee level. Vote is either objection or no objection. Email voting shall be allowed; email votes cast in advance of a meeting shall count toward the quorum. Organizations may choose to op-out of a vote; in this situation, they will not be included in the final vote.
- F. After the Steering Committee has agreed to take a position on a legislative, budget, or agency action, the final signed letter will be sent to the entire Alliance membership in order to ensure all members are aware of Alliance positions.

## EXHIBIT C

### STEERING COMMITTEE RESPONSIBILITIES

The Steering Committee will conduct activities including but not limited to:

- A. Establish and define the Alliance area boundary.
- B. Convene meetings as necessary.
- C. Develop a strategy and provide recommendations to the parties of this MOU for potential modifications to this strategy.
- D. Develop public relations with and educate State legislators and their staff on issues relevant to resource protection in Lake Tahoe.
- E. Actively seek cooperators and alternate funding sources critical to the success of Alliance efforts.
- F. Review and update Exhibits to this MOU as needed, or at least annually.
- G. Approve Alliance positions on legislative, budget, and agency actions, consistent with the priorities outlined in this MOU.

## EXHIBIT D POLICY POSITIONS

The Alliance supports the following policy positions and objectives:

- I. Build relationships with key legislators and cultivate new Tahoe champions.
- II. Through the state budget process, support the allocation of funding to programs and agencies that can fund EIP projects.
- III. Support efforts to pass resource bonds which provide funding for programs and agencies that can fund EIP projects.
- IV. Support efforts to maximize the amount of funding available from a variety of different funding programs including but not limited to: Greenhouse Gas Reduction Fund (cap and trade funds), Proposition 1, and potential future Parks Bond for projects in the Lake Tahoe Basin.
- V. Support changes to the definition of “disadvantaged communities” that allow for rural areas, like the Lake Tahoe Basin, to better compete for funding.
- VI. Support efforts to secure state funding for community firefighting infrastructure improvements.
- VII. Support legislative efforts and identify key legislators to champion policies that provide new tools and resources to help strengthen the prospects for environmental redevelopment in the Tahoe Basin.