

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

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
_____ 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.

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.

Richard Solberg General Manager
NAME, TITLE
South Tahoe Public Utility District

1-5-18
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

NAME, TITLE
El Dorado County

DATE

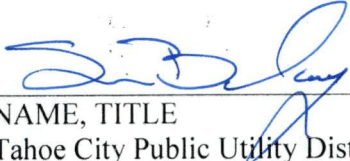
NAME, TITLE
Tahoe Resource Conservation District

DATE

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NAME, TITLE
South Tahoe Public Utility District

DATE

 , GENERAL MANAGER

NAME, TITLE
Tahoe City Public Utility District



DATE

NAME, TITLE
North Tahoe Public Utility District

DATE

NAME, TITLE
League to Save Lake Tahoe

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NAME, TITLE

Tahoe City Public Utility District

DATE

W. Whitelaw, GM/CEO

NAME, TITLE

North Tahoe Public Utility District

DATE

NAME, TITLE

League to Save Lake Tahoe

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NAME, TITLE

Placer County

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El Dorado County

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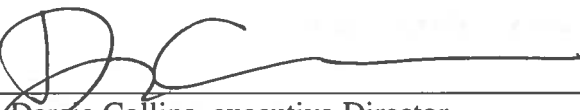
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NAME, TITLE
North Tahoe Public Utility District

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Darci Collins, executive Director
League to Save Lake Tahoe

1.19.2018

DATE

NAME, TITLE
Placer County

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NAME, TITLE
El Dorado County

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Tahoe Resource Conservation District

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Tahoe City Public Utility District

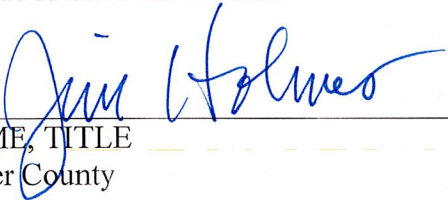
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NAME, TITLE
North Tahoe Public Utility District

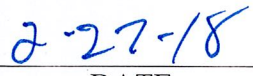
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League to Save Lake Tahoe

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NAME, TITLE
Placer County



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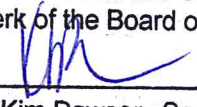
NAME, TITLE
League to Save Lake Tahoe

DATE

NAME, TITLE
Placer County



DATE **ATTEST: James S. Mitrison**
Clerk of the Board of Supervisors

4/10/2018 By 
Kim Dawson, Sr. Deputy Clerk

NAME, TITLE
El Dorado County

DATE

NAME, TITLE
Tahoe Resource Conservation District

DATE

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League to Save Lake Tahoe

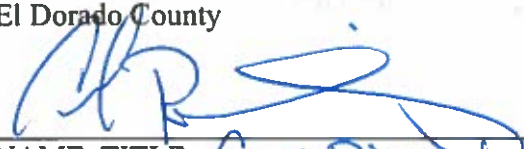
DATE

NAME, TITLE
Placer County

DATE

NAME, TITLE
El Dorado County

DATE

NAME, TITLE  Carl Ribando, President
Tahoe Resource Conservation District

DATE

9 Jan 2017