

MEMORANDUM
OFFICE OF THE
COUNTY EXECUTIVE
COUNTY OF PLACER

TO: The Honorable Board of Supervisors
FROM: David Boesch, County Executive Officer
By Allison Carlos, Principal Management Analyst
DATE: December 11, 2012
SUBJECT: Placer County 2013 Legislative Advocacy

RECOMMENDED ACTIONS

1. Adopt the Placer County 2013 Legislative Platform and authorize staff to pursue actions and to coordinate the advocacy program consistent with that document.
2. Approve two advocacy contracts for a 12-month period beginning January 1, 2013; federal advocacy contract and net county cost in the amount of \$143,640 with the firm of Holland & Knight, LLP and state advocacy contract in the amount and net county cost of \$46,295 with the firm of Peterson Consulting, Inc.
3. Authorize members of the Board of Supervisors to travel to Washington, DC February 10-14, 2013 to meet with elected or appointed officials of the United States to advocate for legislative and regulatory interests of the County.

BACKGROUND/DISCUSSION

Legislative Platform

Annually, a proposed Legislative Platform (Platform) is prepared for adoption by your Board. The Platform, developed through a collaborative process with subject matter experts, serves as the basis for the County's advocacy efforts with executive and legislative branches of state and federal government. It contains the County's overall legislative principles for 2013 and specific state and federal proposals of interest to the County. Staff expects an active legislative year with challenges for administrations and legislative bodies in addressing budget deficits, program realignment and reform, and funding availability. As in past years the County will work with our advocates to defend County resources and to respond to, or potentially sponsor, legislation to address policy, rules and laws.

Federal Advocacy

With the administration's signature of funding bills this past year and the election concluded, we will begin the legislative year with a measure of known information. Implementation of the Health Care Reform Act is proceeding, transportation funding as Moving Ahead for Progress in the 21st Century Act "MAP 21" (otherwise known as SAFETEA-LU reauthorization) has been provided for fiscal years 2013 and 2014, and Secure Rural School and Community Self Determination Act funding has been reauthorized through fiscal year 2013-14. Unknown at this time are the potential implications of the looming "fiscal cliff", impacts to programs and funding with deficit reduction proposals, and funding availability from any new round of stimulus that may emerge. Indications are that the "fiscal cliff", if it

occurs, can adversely impact discretionary programs and funding available to support local government programs and infrastructure projects.

It is expected that earmarks will be very limited next year. The following approaches are important to be competitive in the grant process:

- Local agency direct relationship with key federal funding decision makers
- Programs seeking funding demonstrate collaboration with other entities – regional approaches
- Grants that are well written with supporting letters and information will be more successful

In addition to funding, the County will engage with Holland & Knight (H&K) with policy advocacy for several County and regional priorities including, but not limited to: (1) biomass; (2) Placer Parkway and other transportation projects and programs; (3) Placer County Conservation Plan (PCCP); (4) Regional Wastewater Treatment Facility extended term financing, (5) the Farm Bill, and (7) Health Care Reform and other Health and Human Services.

State Advocacy

On the state level, the 2013 legislative year is expected to be dynamic with regard to ongoing and emerging fiscal, policy and regulatory interests to the County. This would include, but not be limited to: (1) Realignment (Phase 1 ongoing implementation and Phase II); (2) Health Care Reform Act implementation, (3) pension reform and redevelopment dissolution clean up bills, (4) California Environmental Quality Act Reform, (5) the fiscal and policy implications of the legislative super majority, (6) implementation funding for SB 375 and AB 32, and (7) economic development initiatives, programs and incentives with loss of redevelopment.

In general, the County will be attentive to: (1) any proposed reductions or elimination of revenue sources; (2) support for increased dollars to deliver quality programs; (3) facilitate County self sufficiency, economic growth, and infrastructure improvements; (4) seek clarification and/or regulatory relief from new permitting requirements and action thresholds; and (5) support flexibility and stable funding to best meet mandated or state realignment programs.

Staff requests approval of the attached 2013 Legislative Platform.

Federal and State Advocate Contracts

The current agreements for federal and state advocacy services expire on December 31, 2012. New agreements are being submitted for your Board's consideration for a one-year term beginning January 1, 2013. The contracts reflect a 5% increase year-over-year. These contracts have been held flat for 2011 and 2012 after a negotiated reduction of 5% in 2010.

The County Executive Office recommends that H&K federal advocacy services and Peterson Consulting, Inc, state advocacy services be continued. Both firms have developed a depth of understanding and knowledge of the County programs and policy issues, allowing for informed and rapid service. H&K operates within the mainstream in Washington and is able to readily respond on behalf of Placer County, as well as provide timely recommendations and advice regarding actions we can take locally. They have assisted Placer County in securing millions of dollars in federal funding for several priority county projects and programs and effectively guided departments in development of grant applications. Peterson Consulting has over 20 years of advocacy experience representing local

government agencies. Paul Yoder, a partner of that firm, along with Karen Lange are part of a team of professional lobbyists within broad areas of expertise to address Placer County interests. During the past year, Peterson Consulting assisted the County on a variety of state funding and legislative matters, including those related to the strenuous redevelopment dissolution details, biomass, and funding options for the regional sewer project.

Federal Priorities trip to Washington DC

Typically in February, Board members travel to Washington DC to meet with Federal officials to advocate for County priorities. H&K emphasizes the importance of our leadership speaking directly with legislators and agencies' staff.

In recent years, your Board has authorized two to four Board members to participate in this annual trip. Meetings with Congressional members and agencies' staff are scheduled based upon the County priorities, with a Board member designated for lead within that setting. Typically, the lead has been one that is familiar with the policy or program which the meeting is addressing, and can effectively represent the County's interests.

Staff requests authorization for this trip for a total amount, not to exceed \$1,600 per participant. Subsequent to your approval, required paperwork and forms will be completed for travel.

FISCAL IMPACT:

As in past years, the potential for cost reductions and/or increased revenue to the County may occur if all, or a portion of, the Legislative Platform is enacted. Funding for this effort and the proposed advocacy contracts is included in the County's FY 2012-13 Final Budget and will be proposed in the FY 2013-14 Budget. As pertains to the annual legislation trip to Washington DC, the total estimated travel, lodging and related incidental cost is approximately \$1,300 to \$1,600 per participant. Exact costs will be dependent upon the total number of participants and solidification of travel details. This cost is included in the County's FY 2012-13 Final Budget.

Attachment 1: Placer County 2013 Legislative Platform
Attachment 2: Holland & Knight, LLP 2013 Contract
Attachment 3: Peterson Consulting, Inc. 2013 Contract

**PLACER
COUNTY**

2013

**ANNUAL
LEGISLATIVE
PLATFORM**

Placer County's Legislative Platform is a statement of the goals and priorities of the Board of Supervisors and establishes the basis for its advocacy efforts with the Executive and Legislative branches of the U.S. Government and the State of California.

**Placer County
2013 Legislative/Regulatory Platform**

Board of Supervisors

Supervisor Jack Duran, District 1
Supervisor Robert Weygandt, District 2
Supervisor Jim Holmes, District 3
Supervisor Kirk Uhler, District 4
Supervisor Jennifer Montgomery, District 5

David Boesch, County Executive Officer

**PLACER COUNTY
2013 Legislative/Regulatory Platform**

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PLACER COUNTY
2013 LEGISLATIVE/REGULATORY PLATFORM
EXECUTIVE SUMMARY

Placer County's Legislative/Regulatory Platform is a statement of the goals and priorities of the Board of Supervisors and establishes the basis for its advocacy efforts with the Executive and Legislative branches of the U.S. Government and the State of California. The annual Platform contains broad goals and specific legislative proposals of interest and benefit to the County of Placer and its citizens.

The Legislative/Regulatory Platform is composed of three parts. Part One outlines the County's overall legislative principles for 2013. Parts Two and Three list specific state and federal proposals, all of which are consistent with the County's general principles.

PLACER COUNTY
2013 Legislative/Regulatory Platform
Part One
GENERAL PRINCIPLES

1. Support legislation to restore local control and oppose efforts that will hinder or limit the County's ability to self-govern.
2. Encourage and seek legislation that facilitates orderly economic expansion and growth, and increases the opportunity for discretionary revenues and programmatic and financial flexibility for the County.
3. Support State/Local government fiscal restructuring efforts that align program responsibility and sufficient revenue sources to assure Placer County the financial independence necessary to provide services to its residents and meet its mandated responsibilities.
4. Oppose federal or state legislation for new, transferred, or realigned mandated programs that do not contain their own, sufficient revenue source.
5. Support current or increased levels of state and federal funding for County mandated programs.
6. Support legislation that provides tax and funding formulas for the equitable distribution of state and federal monies while opposing attempts to decrease, restrict or eliminate County revenue sources.
7. Support the County's authority to assure mutually acceptable tax sharing agreements for annexation, incorporation and redevelopment that protect or enhance the County's ability to provide services to its constituents.
8. Encourage and seek legislation that protects the County's quality of life, its diverse natural resources, and continued preservation of agricultural lands, wildlife habitat and open space.
9. Seek cooperation with the federal and state government, on regulatory and administrative issues affecting the County, to ensure the protection and well being of its citizens.
10. Continue to encourage local agencies and governments to cooperate for the betterment of the community, and encourage and expand voluntary regional solutions to regional problems.

PLACER COUNTY
2013 Legislative/Regulatory Platform
Part Two

STATE PROPOSALS

Proposal 1: Economic Development

Support statewide, regional and local efforts to promote economic development and legislation that funds existing state economic development programs.

Issue: Support for retention of statewide efforts that can positively affect Placer County's economic growth is important, such as those within the Governor's Office of Business & Economic Development unit, TeamCalifornia Marketing Programs, Office of Small Business Advocate, and CA Film Commission. These programs, and others that are regionally or locally specific, can be considered within overall strategic plans for economic development with Placer County.

Proposal 2: State/County Realignment - General

Support realignment of additional programs and responsibilities to counties only where: (1) county risk is mitigated; (2) sufficient funding is provided to meet programmatic responsibilities; and (3) maximum local flexibility is provided to carry out program requirements. Work with CSAC, other stakeholders, and as may be necessary, directly with Legislative members and the Governor's office to achieve goals.

Issue: The State is transferring program administration and responsibilities to local jurisdictions with implementation of realignment programs.

2011 Realignment

Support efforts to achieve appropriate protections, dedication of adequate revenue, local flexibility, implementation framework and other county protection that will lead to best outcomes for Placer County with 2011 Realignment.

Child Support Program

Support legislation that provides funding protections to the county for the Child Support Program, and the Child Support Agencies who must provide the services. The Child Support Program is a federal program delivered to the public, locally, in California through local child support agencies, with State oversight. Sufficient constitutional protections that offer appropriate revenue stability and predictability, program certainty and flexibility, with an acceptable level of fiscal risk are the primary concern to counties.

Proposal 3: Placer County Redevelopment Successor Agency to Retain Real Property in the Tahoe Basin

Support regulation and legislative modifications to AB 1484 that further secure retention of real property or easement purchased or constructed for governmental purposes (and to satisfy environmental mitigation requirements) under regulatory authority of statute and provide for the Successor Agency to retain such assets without compensating other taxing entities.

Issue: AB 1484 provides for Successor Agency retention of properties of former redevelopment agencies for governmental purposes. This proposal restates this priority for the County as at the time of drafting the Legislative Platform, Placer County Successor Agency was initiating

preparation of the Property Management Plan which will have to still navigate approval processes.

Proposal 4: Clarify Placer County as Housing Successor for Unincorporated Area Only

Support legislation or regulation that provides county housing authorities or agencies with the ability to opt out of designation as housing successor agency for incorporated cities' former redevelopment agencies.

Issues: AB 261X, the Dissolution Act identifies housing successor responsibilities, including potential designation of local county housing authorities as housing successor when they have applicable territorial jurisdiction. Placer County does not have a housing authority performing former RDA housing functions within the territorial jurisdictions of the cities and therefore should not take on these responsibilities. Placer County designated its Community Development Resource Agency as the housing successor for the unincorporated area former redevelopment agency, not a housing authority.

Proposal 5: Modify Laws that Limit CalPERS Retirement Options Affecting New Hires

Support or sponsor legislation and policy as may be required to allow Placer County to discontinue enrollment of new employees into the California Public Employees Retirement System (CalPERS) to create a "soft freeze" on the retirement plan; thereby allowing existing employees to continue to accrue service credit and pension benefits within the current CalPERS retirement system. In addition, there may be additional changes needed under Public Employees Hospital and Medical Care Act to allow new hires, not in the CalPERS retirement plan, to have access to the same medical plans as current employees.

Issues: Current law limits contracting agencies, such as Placer County, from being able to control long term pension costs. Existing law does not allow a contracting agency to establish an alternative retirement benefit for new hires, while maintaining the existing plan participants in the defined benefit plan. The changing dynamics of the workforce, as well as rising pension costs, requires agencies to reassess their current benefit platforms and look at other viable options for retirement benefits for new employees. Modifying existing law to include a "soft close" option would allow contracting agencies another option to use to manage their pension costs and still provide services to constituents.

Proposal 6: Preserve and Protect Natural Communities and Implement Watershed Protection Efforts through the Placer County Conservation Plan (PCCP)

Support legislation and programs that advance the objectives of the PCCP to protect open space and agricultural land in the County and to comply with the myriad of state and federal laws that apply to wetlands and sensitive species while streamlining regulatory procedures. Seek clarification on levels-of-significance thresholds, definitions, and mitigation/conservation standards, as implemented by proposed or adopted NCCPs/HCPs. Seek to resolve potential statutory conflicts between fuel load reduction needs and activities and impacts to oak woodlands as also necessary.

Issues: Landowners are continuing their efforts for large-scale entitlements that have the potential to convert over 50,000 acres of county land over the next 50 years. With an increase in urbanization, land may be lost resulting in a decrease in biological diversity and habitat.

Proposal 7: Facilitate Implementation of Placer Legacy Program Objectives

Support legislation and programs that advance the objectives of the Placer Legacy Program to protect open space and agricultural land in the County and to comply with the myriad of state and federal law. The County continues to commit significant resources to developing the Placer Legacy Program. There are significant costs to acquiring, managing and monitoring conservation properties. In the past, Placer County has benefited from several donations from private foundations and individuals, and grants from a variety of entities including the Sierra Business Council, the Trust for Public Land, the U.S. Fish and Wildlife Service and the State of California.

Issue: Even with the slowing of the housing market, Placer County continues to be one of the fastest growing counties in California. However, this growth has occurred through the conversion of large areas of grasslands, woodlands, and riparian areas to urban, rural, suburban, and industrial uses. Without a comprehensive and adequately funded approach, the County will lose the natural and scenic qualities that distinguish it from so many other fast growing areas.

Proposal 8: State Wetlands and Riparian Areas Protection Policy

Support legislation or policy development that directs the State Water Resources Control Board to prepare a Wetlands and Riparian Areas Protection Policy that takes advantage of the science-based planning and programmatic regulatory opportunities provided by programs such as the Placer County Conservation Plan (PCCP).

Issue: Presently, the State Water Resources Control Board is drafting a statewide regulation regarding wetlands. The State Board should coordinate any new state-wide wetlands regulation with the numerous landscape-level conservation efforts being developed to ensure that a new project-by-project regulatory scheme is not developed when all other resource management issues have been addressed at the landscape-scale through an adopted conservation strategy. This lack of coordination, without any regional context, will result in fragmented mitigation activities, bureaucratic redundancy, and a lack of certainty for regulatory outcomes for the public and private sector.

Proposal 9: Parcel Fees for Fire Planning in State Responsibility Areas (SRA)

Support legislation and advocacy efforts to modify the requirements of AB29 X1 that affect Placer County residents, and at a minimum, replace it with a more equitable statewide solution.

Issue: The State of California has the primary financial responsibility for preventing and suppressing fires in areas that the State of Forestry and Fire Protection has determined are SRA. In order to close the gap on an approximately \$80 million shortfall in the state's fire protection budget, the Governor signed into law AB 29X1 on July 7, 2011 which shifted some of the economic burden of fire prevention activities to local residents within the SRA by requiring up to an annual \$150 fire prevention fee to be charged on habitable structures.

Proposal 10: Sustainable Communities Funding

Seek available funding for the Sustainable Communities Strategy efforts consistent with policies and goals of Placer County.

Issue: Notwithstanding various policy perspectives on AB 32 and SB 375, broad legislation was developed and approved to distribute revenues generated through the carbon auction developed as a result of AB 32 (Pavley, 2006). This revenue could potentially be utilized by the County to invest in energy infrastructure, land conservation, housing and other programs. Strong advocacy is needed to ensure that local governments, which must comply with the mandates of

SB 375 and AB 32, are eligible to receive funding generated by auctions and other fees associated with greenhouse gas reduction.

Proposal 11: Placer County Regional Water Strategy

Support the efforts of the Placer County Water Agency (PCWA) and the regional water purveyor team (the Sacramento Water Alliance) to protect our water resources and prevent increases in fees and/or changes in our infrastructure that is dedicated to conveying and distributing water to Placer County residents.

Issue: Over the past few years there has been a significant increase in legislative activity intended to solve California's water delivery problems. In Placer County, upstream from the Sacramento-San Joaquin Delta and valley, the County and its partner PCWA see the problem as an exporter and water contractor problem. Inevitably, however, the proposed solutions require upstream and valley water right holders and water purveyors to contribute water and money to any of one of the proposed solutions still under development through the Bay Delta Conservation Plan (BDCP). During the latest water project relicensing proceedings, federal and state agencies have challenged historic water rights. To ensure water rights for Placer County citizens are protected, all potential water loss attempts should be reviewed. And, with the operations of the Middle Fork Project beginning in 2013 for PCWA and the County, a much stronger understanding and position within the regional water strategy will be necessary for the County. County staff would work with PCWA to coordinate the interests of the County.

Proposal 12: Williamson Act

Support legislation and state funding for the Williamson Act program.

Issue: There is no funding at the state level to implement the Williamson Act program. The continued failure of the State to provide Williamson Act subventions to counties poses a threat to the future viability of family farms and ranches in Placer County and California if their property taxes are raised to development land value levels. Established in 1971, the Williamson Act Subvention Program provides a property tax exemption designed to keep agricultural and open space land free of development and give local governments a useful tool to implement land use planning goals (until the State entirely defunded the subventions in the 2011-12 budget). The reduced tax base on farmland can be a critical determining factor as to whether land is sold and developed or it remains in agricultural production.

Proposal 13: State and Regional Board Irrigated Lands Regulatory Proposal

Oppose any new legislation that seeks to add additional regulatory responsibility by the Agricultural Commissioner of the Irrigated Lands Regulatory Program (ILRP). Any new regulatory responsibility given to the County Agricultural Commissioner must be accompanied by adequate funding to provide for additional staff, training and equipment needs. Additionally, new regulatory authorities would need to be established.

Issue: The Central Valley Regional Water Quality Control Board (Regional Board) currently operates the ILRP under the authority of the Porter-Cologne Water Quality Control Act. This program requires commercial agriculturalists who irrigate to join a water quality coalition and pay for water quality monitoring. As evidenced by AB 2595 (Huffman), the Regional Board and a portion of the state legislature seek to require the local county Agricultural Commissioner to assume a regulatory role, within the ILRP, by prohibiting the Agricultural Commissioner from issuing pesticide use permits to growers until the Agricultural Commissioner has verified that each grower is currently participating in the ILRP. This would create an unfunded mandate for

the Agricultural Commissioner by requiring at least one additional full-time staff position plus related support items.

Proposal 14: Collection of CA Department of Food and Agriculture Administrative Fees

Oppose legislation or regulation (including sunset extensions) that would require County Agricultural Commissioners and Sealers to collect administrative fees for the California Department of Food and Agriculture.

Issue: There is a significant amount of time required to collect, track, and remit fees to the state. This impacts not only Agricultural Department staff, but also staff in the Auditor's office. Programs requiring County Agricultural Commissioners and Sealers to collect fees on behalf of a state agency causes an increase in cost and can adversely affect positive working relationships with the community.

Proposal 15: County Sealer of Weights and Measures Authority

Continue to support legislation for the County Sealer of Weights and Measures' authority over the inspection and sealing of commercial weighing and measuring devices.

Issue: County Sealer of Weights and Measures works to ensure equity in the market place in order to protect consumers and industry from fraud. Current state law requires all commercial weighing and measuring devices to be tested and sealed prior to being placed into service. Recent legislation has attempted to circumvent the County Sealer of Weights and Measures' authority to inspect commercial weighing or measuring devices prior to installation. Attempts to circumvent this process would lead to a loss of protection for both industry and consumers who depend on accurate weights and measure when commodities are bought or sold. Additionally, up to \$185,000 in annual revenue to Placer County could be jeopardized.

Proposal 16: Permit Relief for Regional Wastewater Facilities

Support legislation and regulations that would allow state and federal agencies to provide some incentives and/or relief from permit timelines and penalties in order to provide agencies the time needed to form regional wastewater solutions. Permits are valid for a period of five years and allow agencies time to come into compliance within that fixed timeframe; however wastewater agencies cannot form regional partnerships, design, fund, and construct regional conveyance and treatment facilities in that timeframe.

Issue: Regionalization of wastewater facilities may be an effective solution to aging wastewater infrastructure. However, regionalization projects cannot be completed in the fixed timelines set forth in the permits for each facility. The County will be precluded from participating in regional solutions without relief from permit timelines and penalties. Without this relief, regulatory fines and lawsuits could cost Placer County over a million dollars.

Proposal 17: Economic Incentives for Green Technology Legislation

Support efforts to provide financial and other incentives to assist in implementing compliance programs using green technology including, but not limited to diversion credits for new technologies designed to convert waste materials into usable energy, renewable energy credits, tax credits, and greenhouse gas reduction credits.

Issue: State and federal mandates require local jurisdictions to increase waste diversion and decrease greenhouse gas emissions. New, green technology can be highly effective in helping jurisdictions achieve the mandates, but are often infeasible due to the lack of economic and other incentives, in addition to and regulatory and permitting barriers. Some new, green

technologies, either due to their cost or their inability to qualify for financial incentives or as compliance programs, are not feasible to implement. For example, conversion of solid waste to energy reduces dependence on landfills and creates a fuel source for renewable energy; however, such technology does not currently qualify for AB 939 diversion credits or renewable energy credits, and is very difficult to permit, making the technology infeasible to implement. Further, under CalRecycle's draft report "California's New Goal: 75% Recycling" (2012), waste-to-energy and certain diversion activities could soon be considered disposal activities, thereby undermining their financial viability. For agencies to be able to help meet State and/or Federal emission mandates and energy goals, and to continue to reduce dependence on landfills and fossil fuels, they must receive the tools and incentives needed to implement new and greener technology. The provision of financial and other incentives and eased permitting requirements would encourage the County and/or Western Placer Waste Management Authority to implement green technologies at their solid waste and/or wastewater facilities by providing a revenue stream, that is not currently available and could provide substantial new sources of energy or clean fuel and promote new markets for materials otherwise disposed of in landfills. Without incentives, such as diversion credits, renewable energy credits, and greenhouse gas emission credits, many green technologies will remain financially infeasible.

Proposal 18: Water and Wastewater Treatment Plant Improvements

Support opportunities of increased funding for water and wastewater programs and infrastructure, particularly for those facilities required to meet new discharge standards. Additionally, support extended term financing (e.g. 40 years) for regional wastewater projects.

Issue: Existing aged wastewater treatment plants in the County require significant upgrades to meet stringent regulatory requirements. Each existing facility faces: 1) major expansion needs; 2) increasing stringent federal pollutant permit conditions; and 3) cost constraints (both capital and operation & maintenance). Costs to meet regulatory requirements exceed individual districts' ability to fund mandated improvements. Agencies that cannot fund improvements to maintain compliance are faced with fines, third-party lawsuits and strict enforcement actions. In addition, if facility upgrades cannot be completed, agencies will ultimately be unable to accommodate growth in their communities. The County's Regional Wastewater Treatment and Water Reclamation Facility will accommodate projected growth well into the future and provide significant environmental benefits to receiving waters throughout the region, including the Bay-Delta ecosystem as well as long-term cost efficiencies. The regional project was authorized in the 2003 Reauthorization of the Water Resources Development Act.

Proposal 19: Solid Waste Regulation or Legislation

Oppose any solid waste and recycling related mandates that are not substantiated by cost/benefit/feasibility studies, a funding mechanism (other than tipping fees or garbage rates), and/or manufacturer and extended producer responsibility.

Issue: In recent years, many bills and regulations related to solid waste have been proposed. Invariably, they lack sufficient consideration of costs to jurisdictions, environmental impacts, available commodities markets, and producer responsibility. The costs to comply with new regulations that may come as a result of AB 341 (Chesbro, 2011) could be significant and passed on to customers in the form of increased tipping fees and garbage rates. Currently, it is unclear what additional programs could be added that, under current regulations that would qualify as diversion or for which there are sufficient commodities markets. Prior to the State implementing new diversion mandates, comprehensive evaluations should be conducted to

determine the potential environmental and economic effects, technologies and markets available, and producer responsibility necessary to accomplish these goals. Stakeholder involvement should be mandatory.

Proposal 20: Extended Producer Responsibility Legislation

Support Product Stewardship and Extended Producer Responsibility (EPR) legislation designed to shift the financial disposal burden of household hazardous waste, universal waste and other problematic products from cities and counties to manufacturers and producers of the products. Oppose landfill bans that are not substantiated by scientific studies demonstrating that land filling the material poses a danger to human or environmental health and oppose bans that do not provide a plan for cost-effective ways to remove the material from the waste stream.

Issue: In recent years, various materials have been designated as hazardous and banned from landfill disposal. Such requirements, along with a lack of producer responsibility, for hazardous and difficult-to-recycle materials, have resulted in significant financial impacts to local jurisdictions. Without producer responsibility, jurisdictions will continue to be responsible for implementing appropriate diversion programs to keep the specified wastes out of landfills. Without producer responsibility, the County will continue to pay for diversion programs and operational costs to divert these wastes. Such costs will likely be passed on to garbage ratepayers.

Proposal 21: Fees Imposed by Federal, State and Local Regulatory Agencies

Generally oppose efforts to increase fees or other costs of operation unless substantiated by life-cycle and/or cost-benefit analyses, or reasonable demonstrated need. Oppose any new or increased fees designed to help state agencies make up for budget deficits or to fund subsidies or grant programs. Local governments have had to streamline operations in response to the economic climate, and cannot afford continual increased costs of operation. Support measures to reduce regulatory program implementation costs. Regulatory agencies should identify ways to streamline costs before passing on the financial burden to local government - costs which will likely be passed on to ratepayers.

Issue: There have been recent efforts by regulatory agencies to increase or implement new fees including, but not limited to, disposal tipping fees, landfill closure/and corrective action costs, Waste Discharge Requirement fees, AB 32 administrative fees, and landfill closure plan review fees. Any increased fees will directly impact Placer County operations. The recently approved State Water Board Core Regulatory Fees increased the fees for waste discharge permits by 24 percent, resulting in potential annual increases of tens of thousands of dollars.

Proposal 22: Permitting and Regulatory Flexibility for Solid Waste, Water, and Wastewater Programs

Support legislation and/or regulatory permitting that would provide local agencies more program and operational flexibility and would give relief to small districts and small or disadvantaged communities. Oppose increased or more stringent regulatory requirements without use of scientific evidence. Optimally, regulations and facility permits should authorize agencies and operators to implement and modify compliance programs without the need to obtain permitting or other approval, as long as the efforts comply with applicable regulations and compliance requirements.

Issue: Current regulations and permits often do not provide local agencies and operators opportunities for operational flexibility. Wastewater facility permits often include requirements

that are not based on scientific evidence, are unnecessarily stringent, do not allow for site-specific factors to be considered, and often dictate the specific means for compliance. Each jurisdiction and its facilities are unique; local government and facility operators must be able to determine what programs will work best to meet compliance and should be provided that flexibility. Increased flexibility would enable local agencies to manage its Solid Waste, Water, and Wastewater Programs in smarter and more efficient ways, meet mandates using a variety of methods, and implement operational changes without permit revisions. More stringent requirements cause increased capital and operating costs to County solid waste, water, and wastewater facilities, reducing ability to operate efficiently and not necessarily resulting in any environmental benefit.

Proposal 23: Retaining the Film Industry in California

Support incentives that result in retention and promotion of film production in California, specifically those types of productions traditionally shot on location in Placer County.

Issue: Historically the film industry in California has been one of the principle economic engines and signature industries in California according to a legislative report compiled by the California Research Bureau. This industry has diminished substantially in California as other countries and over 42 states have introduced favorable incentive programs. Legislation that attracts and retains production throughout the State would make California, and Placer County, competitive in the film industry again. The first three years of the California Film and TV Tax Credit Program have been very successful and resulted in modest economic gains statewide but the program sunsets in 2014-15. In 2012, two identical bills passed AB2026 (Fuentes) and SB1197 (Calderon, formerly SB1167) providing a two year extension of the program through fiscal year. Successful passage of similar legislation which would further extend this sunset, targeting the retention of film and television production could result in increased revenues for the County.

Proposal 24: Minimum Temporary Disability Rate

Support legislation that will reinstate actual earnings, at the time of the injury, as being the basis for determining the temporary disability rate.

Issue: Based on current law, inmates on work release, work furlough, and minimum security, as well as some others who are not paid by the County and did not have paid employment prior to an injury are entitled to the minimum temporary disability rate of \$160 per week, effective January 2013. Support legislation that ensures those who had no earnings prior to an injury would not be eligible to receive minimum temporary disability benefits.

Proposal 25: The Medicare/Medicaid Extension Act

The Medicare/Medicaid Extension Act created an obligation for all Self-insured employers to set aside financial accounts for qualified employees receiving Worker's Compensation, Employee's Health benefits, and third parties receiving Liability settlements. Support changes to statute that: 1) resolve delays, 2) establish a better process, and 3) remove penalties (\$1,000/day for non-compliance). Propose amending statute to provide a fair and equitable process for reimbursement of Medicare Set Aside or Medicare Reimbursement Accounts.

Issue: Current statute requires set aside accounts for Medicare reimbursements from Worker's Compensation and Liability claim settlements for those receiving Medi-Cal/Medicaid benefits or those eligible to receive benefits with reporting and approval to CMS on all settlements, judgments, and awards. The process delays resolution of claims and increases costs to employers. Settlement of claims take into consideration potential exposure for liability of

medical costs whereas CMS does not have an established practice of approving fair and equitable settlements and provides no insight as to how they arrive at a given settlement amount. The result is delay in claim resolution which increases cost to the County Worker's Compensation and General Liability funds.

Proposal 26: Lake Tahoe Total Maximum Daily Load Implementation (TMDL)

Support legislation and advocacy efforts to: (1) minimize further water quality regulation and unfunded mandates, with an emphasis on minimizing administrative, monitoring and inspection regulatory activities that do not directly lead to cleaner storm water; (2) facilitate easier implementation of local fee programs to support storm water quality program implementation and; (3) continue and increase State and Federal funding assistance for TMDL compliance and storm water program implementation. TMDL implementation requirements are in addition to existing NPDES permit requirements in the Lake Tahoe Basin. Program expansion should not be considered until economic conditions improve and new program funding opportunities are available to implementers. Permit requirements should be cost-effective and reasonable and should have direct water quality benefit.

Issue: In November 2010, the Lahontan Regional Water Quality Control Board (Water Board) proposed amendments to the Water Quality Control Plan for the Lahontan Region (Basin Plan). These amendments establish the TMDL to halt Lake Tahoe's transparency decline and restore transparency to meet the established clarity standard for the lake. While these proposed Basin Plan changes appear positive for protecting Lake Tahoe, it places additional financial burden on local governments in the Lake Tahoe Basin to comply with the proposed pollutant standards. Failure to comply with NPDES permit requirements, including compliance with TMDL load reduction milestones, would be a violation subject to enforcement actions and penalties.

Proposal 27: California State Water Resources Control Board National Pollution Discharge Elimination System (NPDES) Phase 2 Regulations

Support NPDES Phase 2 permit requirements that are reasonable and implementable by municipalities. The State Water Resources Control Board (SWRCB) should continue to implement the minimum Federal Clean Water Act requirements without expanding permit conditions that will be logistically or financially impossible to meet. Support federal funding assistance and legislation to make it easier to implement local fee programs for storm water quality program implementation.

Issue: The SWRCB plans to adopt their proposed revisions to its Phase 2 General Permit in December 2012. If implemented, this revised General Permit will impose requirements on Phase 2 municipalities that greatly exceed those of the larger, NPDES Phase 1 municipalities. The six minimum control measures identified in the Federal Clean Water Act for the NPDES Phase 2 program would be supplemented with six additional permit elements, all with extensive data collection, management and reporting requirements, and increased cost. The revision is far more prescriptive than the existing version and includes many new implementation requirements, duplicates actions required under other State permitting programs, and eliminates local implementation flexibility. Many of the proposed requirements have questionable benefit to water quality. No additional funding is proposed for the expansion of the Phase 2 General Permit. This imposes an unreasonable burden on local government in a time of severe economic distress. The current water quality program for the County is funded at approximately \$800,000 per year. Projections are that the new permit requirements will, at minimum, triple the program cost.

Proposal 28: Kings Beach Commercial Core Improvement Project

Support opportunities to obtain financial assistance from state agencies to fund construction of the Kings Beach Commercial Core Improvement Project.

Issue: Lake Tahoe is designated an "Outstanding National Resource Water" by the U.S. Environmental Protection Agency. The Kings Beach commercial area is located at the northerly entrance to the Lake Tahoe Basin. Federal financial assistance, in conjunction with state and local funding, is needed to provide water quality treatment facilities, pedestrian/bicycle paths and other streetscape amenities to improve the water quality of Lake Tahoe and revitalize the historical commercial core of Kings Beach. The Kings Beach improvement project is identified in the Tahoe Regional Planning Agency's Environmental Improvement Program (EIP) as one of the projects around the Lake Tahoe Basin to facilitate attainment of nine environmental thresholds, including water quality, to protect the natural environment of the Basin

Proposal 29: Reduce Pet Overpopulation

Support legislation that seeks to reduce the number of unwanted dogs and cats entering shelters each year without increasing the cost to the County. Advocate for legislation that requires owners to spay or neuter their dogs and/or cats if the owners are repeatedly cited for their dogs and cats being unlicensed or repeatedly impounded or cited for being at large.

Issue: Overpopulation of dogs and cats poses a significant risk to public health and safety, particularly the occurrences of dog bites and the transmission of rabies and other communicable animal diseases. Unaltered dogs are three-times more likely to attack humans and other animals.

Proposal 30: Health and Human Services Programs

Support adequate, flexible, and stable funding to best meet Federal/State Health and Human Services program requirements including Child Welfare Services, Mental Health Services, Substance Abuse Services, Human Services, Adult Protective Services, In-Home Supportive Services, Health Care to Low-Income Adults including the indigent and California Children Services, and Health Reform. In addition, support continuation of the Placer County Integrated Health & Human Services Pilot Program to maximize flexibility in program design as well as increase Federal/State funding leveraging opportunities.

Issue: Funding to meet Federal/State mandated program requirements is often inadequate, prescriptive, and inflexible. This proposal seeks to reduce existing County costs while leveraging Federal and State revenues and fostering program innovation. Adequate and stable funding is critical to best meet Federal/State Health and Human Services program requirements. Doing so will enable the County to continue to provide critical services for health and humans service programs which are known to reduce homelessness, criminal behavior, substance abuse, and unemployment resulting in healthier more productive residents while reducing overall county expenditures.

Proposal 31: Child Welfare Services and Foster Care Program Mandates

Support full and complete restoration of State funding, as well as efforts to adequately fund and support Child Welfare Services and Foster Care program mandates. Child Welfare Services protects children from abuse and neglect and has been woefully underfunded for years. Child Welfare Services protects the safety of our most vulnerable residents and research has shown that failing to serve abused children and youth results in increased crime, domestic violence, drug abuse, homelessness, and a host of other adverse and costly outcomes.

Issue: Funding for Child Welfare Services remains significantly below County costs to meet Federal and State program requirements and outcome measures and requirements are often overly prescriptive and inflexible. The State intends, through Realignment growth, to restore more than \$200 million statewide to Child Welfare Services over the next few years. While this effort is a positive step, it is dependent on tax revenue, a very unpredictable revenue source. The State's intention to restore funding will not fully keep pace with the cost increases associated with an ever-increasing number of legislative mandates passed by the State, or other cost drivers associated with service delivery. Greater leveraging of Federal/State funding streams will assure that Placer is prepared to best meet the safety and welfare needs of at-risk and abused children. The County's population of minor children has increased more than 30 percent since 1999. This proposal seeks to reduce County General Fund costs through increased State or Federal funding for mandated Child Welfare and Foster Care services.

Proposal 32: Modify CalPERS Health Insurance Vesting

Support legislation that will allow Placer County to continue to have local control to contract with their bargaining groups for County employees regarding health insurance premium contribution formulas. Allow Placer County to construct a tiered retiree health insurance vesting system that could apply to both current employees and future employees replacing requirement to be tied to the State annuitant formula, or, as an alternative, allow Placer County to use the Schools' vesting formula (non-teaching tier system) as provided for under the government code.

Issue: Current law limits public agencies that contract with CalPERS for health insurance under the Public Employees Medical Care and Hospital Act (PEMCHA) to a limited number of options to tier retiree premium vesting which can cause an economic hardship to the agency providing benefits and negatively impact the agency's Other Post Employment Benefits obligation. The changing dynamics of the workforce, as well as the spiraling health insurance costs, necessitates the consideration of more viable options for health care cost sharing and vesting for active employees and retirees.

Proposal 33: State Funding for Public Libraries

Continue to support efforts to restore full funding of State support of public libraries for all programs. The reduction or elimination of State Library funding will continue to impact library services and programs throughout the state. Restoration of full funding will enable public libraries to provide necessary services and materials.

Issue: California public libraries, engaged in cooperative efforts with neighboring libraries, are supported through State funded programs as directed in the California Library Services Act (CLSA). Senate Bill 1099, which streamlines the CLSA, will go into effect on January 1, 2013. In light of the state's inability to fund CLSA at its appropriate levels, there are areas within the Act that were revised and/or eliminated. Revisions to the CLSA allows for federal funding through the Institute of Museums and Libraries for purposes other than reference services, which have declined significantly throughout the State. Continued efforts are needed to restore full support of State Library funding.

Proposal 34: Property Tax Postponement for Seniors and Disabled

Support reinstatement of the Property Tax Postponement program. Property Tax Postponement for seniors and disabled property owners was eliminated in a budget trailer bill in 2009. Low income senior and disabled property owners were able to take advantage of a State Property Tax Postponement program to avoid defaulted taxes and potential loss of their home. For qualified

applicants, the state would pay the tax collector for each property tax installment. The State would place a lien on the property for the amount of the taxes paid plus 3% interest. The lien was required to be paid upon the sale of the property or death of the property owner.

Issue: Due to the often limited financial resources of seniors and disabled persons, the payment of property taxes on homes that they often own free and clear of mortgages can be a significant financial burden. These circumstances have become even more significant due to the economic downturn of recent years. As a result, the Tax Collector's Office has had a number of very challenging situations where seniors have been in jeopardy of losing their home for nonpayment of property taxes. In 2011, AB 1090 became effective as an alternative to the Property Tax Postponement program. This alternative is not viable as it requires the County to set aside funding for postponement on an annual basis, with no mechanism to ensure repayment of the lien. The amounts advanced by the County would be apportioned to schools, cities, and special districts.

Proposal 35: Removal of the \$250 Limit on Late Filed Exemptions

Support removal of the \$250 limit currently required under Revenue and Taxation Code Sections 270(b), 271(c) and 75.21(c), so only the 90 or 85 percent exemption amounts would apply, consistent with other exemptions for the late filings.

Issue: When certain exemptions are filed late, in addition to the assessed value adjustment for those exemptions, there is also a tax amount limit of \$250 applied. This creates additional workload and is inconsistent with other exemption processes. By removing the \$250 limit it would allow the partial exemptions for late files to flow through the property tax process, as all other exemptions do, without the additional handling of calculations and apportionments. These exemptions would then be processed in a manner consistent with a late file homeowners or veteran's exemption. Methods for handling the \$250 limit vary with each County, but it seems to require additional, non-standard processing for both Assessors and Auditors throughout the State.

Proposal 36: California Environmental Quality Act (CEQA)

Monitor legislation related to CEQA reform and advocate as necessary to address potential impacts to key policy areas of interest to Placer County including, but not limited to, economic development, efficient delivery of infrastructure, implementation of Placer County Conservation Plan, and requirements to provide affordable housing.

Issue: Since CEQA was enacted there have been periodic calls for reform of the statute. The most recent reform interests were proposed for inclusion in SB 317 (Rubio, 2012), the Sustainable Environmental Protection Act. This Act would have prescribed how CEQA was enforced, restricted certain types of lawsuits and exempted some projects from CEQA review as long as those projects conformed to local planning and zoning codes. Currently, CEQA working groups are meeting and in the 2013 legislative year, additional proposals for reform are anticipated.

PLACER COUNTY
2013 Legislative/Regulatory Platform
Part Three
FEDERAL PROPOSALS

Proposal 37: Placer Parkway Project

Seek and support federal funding for the Placer Parkway Project as shown in the approved Placer Parkway Corridor Preservation EIR. Placer Parkway is a planned 14.2 mile high speed transportation facility of regional benefit that will connect State Route 65 in western Placer County to State Route 99 in South Sutter County. This facility will link existing and planned development in a region that has seen some of the fastest growing communities in California—Roseville, Rocklin, Lincoln, and the Sunset Industrial Area. The Placer Parkway will provide a new east/west connection which adds significant needed capacity and support economic development. A key piece is completion of preliminary design and obtaining environmentally clearance so the project can be construction ready.

Issue: Placer County has seen a significant amount of development in the past decade and the regional transportation facilities are at or near capacity. In addition, the County projects a significant amount of growth in the future. One of these future projections completed by Sacramento Area Council of Government (SACOG) estimates that the population in southwestern Placer County will nearly double between the years 2000 and 2025. The anticipated development to support this increased population and employment will dramatically increase travel demand on the regions roadways over the next 20 years and beyond. The County and cities have been adding new roadways to their network, but a need still exists for additional facilities. One of the areas in greatest need of capacity enhancement is for east/west travelers. Currently, the roadway system provides one major east/west link within this region; Baseline Road in Placer County that turns into Riego Road in Sutter County. Even with future improvements to this roadway, the east/west roadway network is over capacity with the future projected growth. The additional east/west roadway capacity for this fast growing region will reduce congestion on the local and regional transportation system and advance economic development goals in southwestern Placer County and South Sutter County.

Proposal 38: Preserve and Protect Natural Communities and Implement Watershed Protection Efforts through the Placer County Conservation Plan (PCCP)

Support legislation and programs that advance the objectives of the PCCP to protect open space and agricultural land in the County and to comply with the myriad of state and federal laws that apply to wetlands and sensitive species while streamlining regulatory procedures. Emphasis should be on clarification of levels-of-significance thresholds, definitions, and mitigation/conservation standards, as implemented by proposed or adopted NCCPs/HCPs. Resolving potential statutory conflicts between fuel load reduction needs and activities and impacts to oak woodlands is also necessary.

Issues: Landowners are continuing their efforts for large-scale entitlements that have the potential to convert over 50,000 acres of county land over the next 50 years. With an increase in urbanization, land may be lost resulting in a decrease in biological diversity and habitat.

Proposal 39: Biomass Utilization Strategy for Federal Lands and Greenhouse Gas Emissions

1) Support, oppose, or propose legislation and rules to ensure woody biomass from all forest ownerships (public and private) is potentially eligible as fuel for renewable energy, and to acknowledge such use as being carbon neutral. The County engages in partnerships and coalitions within the region, state and nationally. Changing legislation to allow federal lands to qualify for credits would, also, increase national forest ability to implement projects that sequester carbon and help meet goals for greenhouse gas reduction.

2) Support initiatives for the renewal of incentive programs such as the Production Tax Credit and Investment Tax Credit by demonstrating there are significant underutilized resources that are both socially and environmentally beneficial. These projects rely on federal incentives to reallocate positive externalities which allow these renewable projects to become economically competitive with traditional fossil fuels such as the Placer County Cabin Creek facility proposal.

Issue: Several on-going federal climate change and renewable energy related legislation and rules contain language that does not consider energy from biomass removed from federal lands as renewable, and does not include biomass conversion as being carbon neutral. At the same time, the State is in the process of developing climate change regulations that will define the role of biomass as a renewable energy source. The current uncertainty and potential for biomass to be excluded as renewable, will severely limit the feasibility of biomass power generation in Placer County and elsewhere. Supporting legislation that allows biomass to be included in GHG emissions reductions credits, support legislation that allows biomass from federal lands to qualify for credits and defines biomass as carbon neutral. Support legislation that will create funding sources that, in turn, support sustainable removal of biomass from the forestlands for use in the generation of renewable energy. The federal Investment Tax Credit, one of the major investment incentive policies for renewable energy, is scheduled to terminate on December 31, 2013. Congress does have the opportunity to extend the Investment Tax Credit. If a project is not online by December 31, 2013, it will not be eligible for the Investment Tax Credit and the application of this incentive may determine whether a project is financed. The Production Tax Credits, another major investment incentive policy for renewable energy projects, is not scheduled to terminate until December 31, 2016. Both of these items are part of the economic feasibility of the Placer County Biomass energy facility proposed in the Lake Tahoe Region.

Proposal 40: Pest Detection Funding for Farm Bill Appropriations to California

Retain or enhance existing funding for pest prevention and detection funding performed by the Agriculture Department.

Issue: Section 10201 of the 2008 Federal Farm Bill provides funding for pest detection and pest prevention projects performed by individual states. In California, this money is used by the California Department of Food and Agriculture to fund state and county Pest Prevention, Detection, and Eradication projects intended to protect the state from invasive non-native pests which could harm our agricultural industries and the environment. Loss of funding would reduce the department's revenues, reduce pest detection activities, and potentially increase the number of harmful pests threatening or damaging Placer County and California's agricultural industries. Potential revenue loss of approximately \$100,000 is anticipated, if funding is eliminated.

Proposal 41: Animal and Plant Health Inspection Service (APHIS) Funding for California Wildlife Services

Support legislation and regulation that restores or enhances funding to the USDA/APHIS Wildlife Services Program in California to increase service and reduce costs to counties.

Issue: The Placer County Agricultural Commissioner has an MOU with the USDA Wildlife Services to provide training and equipment to county staff. Recent cost increases to the federal program have caused the county share of program costs to increase as local USDA staff has no mechanism to increase funding themselves. Instead, they pass along cost increases to their partners. In Placer County, these cost increases have resulted in one Federal Wildlife Specialist being reassigned to another county, a 25% decrease in programming staff, as well as loss of significant material support to the County's program. In addition to reductions in county staff support, loss of funding impacts essential training and the use of specialized equipment the County must now purchase independently. Recently, budget reductions have limited the ability of California Wildlife Services to fulfill the equipment support found in the MOU. Restoring funding will ensure Placer County continues to receive at least the same level of support currently needed.

Proposal 42: Permit Relief for Regional Wastewater Facilities

Support legislation and regulations that would allow governmental agencies to provide some incentives and/or relief from permit timelines and penalties to enable agencies the time needed to form regional solutions. Permits are valid for a period of five years and allow agencies time to come into compliance within that fixed timeframe; however wastewater agencies cannot form regional partnerships, design, fund, and construct regional conveyance and treatment facilities in that timeframe.

Issue: Regionalization of wastewater facilities may be an effective solution to aging wastewater infrastructure. However, regionalization projects cannot be completed in the fixed timelines set forth in the permits for each facility. The County will be precluded from participating in regional solutions without relief from permit timelines and penalties. Without this relief, regulatory fines and lawsuits could cost Placer County over a million dollars.

Proposal 43: Water and Wastewater Treatment Plant Improvements

Support increased funding for water and wastewater programs and infrastructure, particularly for those facilities required to meet new discharge standards. Additionally, support extended term financing (e.g. 40 years) for regional wastewater projects.

Issue: Existing aged wastewater treatment plants in the County require significant upgrades to meet stringent regulatory requirements. Each existing facility faces: 1) major expansion needs; 2) increasing stringent federal pollutant permit conditions; and 3) cost constraints (both capital and operation & maintenance). Costs to meet regulatory requirements exceed individual districts' ability to fund mandated improvements. Agencies that cannot fund improvements to maintain compliance are faced with fines, third-party lawsuits and strict enforcement actions. In addition, if facility upgrades cannot be completed, agencies will ultimately be unable to accommodate growth in their communities. The County's Regional Wastewater Treatment and Water Reclamation Facility will accommodate projected growth well into the future and provide significant environmental benefits to receiving waters throughout the region, including the Bay-Delta ecosystem as well as long-term cost efficiencies. The regional project was authorized in the 2003 Reauthorization of the Water Resources Development Act.

Proposal 44: Economic Incentives for Green Technology Legislation

Support efforts to provide financial and other incentives to assist in implementing compliance programs using green technology including, but not limited to diversion credits for new technologies designed to convert waste materials into usable energy, renewable energy credits, tax credits, and greenhouse gas reduction credits.

Issue: State and federal mandates require local jurisdictions to increase waste diversion and decrease greenhouse gas emissions. New, green technology can be highly effective in helping jurisdictions achieve the mandates, but are often infeasible due to the lack of economic and other incentives and regulatory and permitting barriers. It is not feasible to implement some new, green technologies either due to their cost or their inability to qualify for financial incentives or as compliance programs. For example, conversion of solid waste to energy reduces dependence on landfills and creates a fuel source for renewable energy; however, such technology does not currently qualify for AB 939 diversion credits or renewable energy credits, and is very difficult to permit, making the technology infeasible to implement. Further, under CalRecycle's draft report "California's New Goal: 75% Recycling" (2012), waste-to-energy and certain diversion activities could soon be considered disposal activities, thereby undermining their financial viability. For agencies to be able to help meet State and/or Federal emission mandates and energy goals, and to continue to reduce dependence on landfills and fossil fuels, they must receive the tools and incentives needed to implement new and greener technology. The provision of financial and other incentives and eased permitting requirements would encourage the County and/or Western Placer Waste Management Authority to implement green technologies at their solid waste and/or wastewater facilities by providing a revenue stream, that is not currently available and could provide substantial new sources of energy or clean fuel and promote new markets for materials otherwise disposed of in landfills. Without incentives, such as diversion credits, renewable energy credits, and greenhouse gas emission credits, many green technologies will remain financially infeasible.

Proposal 45: Permitting and Regulatory Flexibility for Solid Waste, Water, and Wastewater Programs

Support legislation and/or permitting that would provide local agencies more program and operational flexibility and would give relief to small districts and small or disadvantaged communities. Oppose increased or more stringent regulatory requirements without use of scientific evidence. Optimally, regulations and facility permits should authorize agencies and operators to implement and modify compliance programs without the need to ~~and~~ obtain permitting or other approval, as long as the efforts comply with applicable regulations and compliance requirements.

Issue: Current regulations and permits often do not provide local agencies and operators opportunities for operational flexibility. Wastewater facility permits often include requirements that are not based on scientific evidence, are unnecessarily stringent, do not allow for site-specific factors to be considered, and often dictate the specific means for compliance. Each jurisdiction and its facilities are unique; local government and facility operators must be able to determine what programs will work best to meet compliance and should be provided that flexibility. Increased flexibility would enable local agencies to manage its Solid Waste, Water, and Wastewater Programs in smarter and more efficient ways, meet mandates using a variety of methods, and implement operational changes without permit revisions. More stringent requirements cause increased capital and operating costs to County solid waste, water, and wastewater facilities, reducing ability to operate efficiently.

Proposal 46: Funding for Regional Public Safety Communications Network

Seek funding to continue implementation of a countywide Project 25 compliant communications system. This will provide increased public safety and disaster response by increasing communication across and between multi-jurisdictional boundaries with other mutual aid

agencies. We are seeking to complete this project prior to the January 1, 2013 FCC narrow banding deadline.

Issue: Communications equipment currently used by law enforcement and other public safety officials in the County is outdated, unreliable, has limited functionality and interoperability, and is becoming increasingly difficult and costly to maintain. In addition, the current system does not comply with Project 25 (Federal Communications Commission equipment standards providing greater public safety interoperability). Maintaining public safety is one of the most important roles of government.

Proposal 47: Lake Tahoe Transit Operations

Seek federal recognition of the Lake Tahoe Basin as an urbanized area for the purposes of receiving Federal Transit Administration operating assistance.

Issue: The Lake Tahoe Basin is not eligible for annual urbanized (5307) Federal Transit Administration operating assistance. Instead, public transit operators in the basin receive the annual non-urbanized funds which amount to approximately 10% of the urbanized funds. However, due to the high level of visitors to public lands in Tahoe, along with the permanent resident population and seasonal population, the demands of the Lake Tahoe Basin warrant service similar to an urban area than a rural area. These high demands place a larger burden on the Basin's transit systems than most non-urbanized areas.

Proposal 48: Kings Beach Commercial Core Improvement Project

Provide financial assistance to fund construction of the Kings Beach Commercial Core Improvement Project.

Issue: Lake Tahoe is designated an "Outstanding National Resource Water" by the U.S. Environmental Protection Agency. The Kings Beach commercial area is located at the northerly entrance to the Lake Tahoe Basin. Federal financial assistance, in conjunction with state and local funding, is needed to provide water quality treatment facilities, pedestrian/bicycle paths and other streetscape amenities to improve the water quality of Lake Tahoe and revitalize the historical commercial core of Kings Beach. The Kings Beach improvement project is identified in the Tahoe Regional Planning Agency's Environmental Improvement Program (EIP) as one of the projects around the Lake Tahoe Basin to facilitate attainment of nine environmental thresholds, including water quality, to protect the natural environment of the Basin.

Proposal 49: Walerga Road at Dry Creek Bridge Replacement

Support actions leading to modification of the Federal Highway Bridge Program to Recognize Flooding as Justifiable Authorization for the Walerga Road at Dry Creek Bridge Replacement.

Issue: The bridge is located on Walerga Road in western Placer County. Walerga Road is a critical arterial roadway that connects Sacramento County to the City of Roseville. Traffic levels are expected to double in the next ten years. The existing bridge (126 ft. /span) was constructed in 1973 and is frequently covered by floodwaters resulting in road closures. These closures have adverse effects on emergency response and traffic patterns. The proposed project, constructed above the flood plain, would provide for four vehicle lanes and shoulders/bike lanes. Federal transportation dollars are often used to replace bridges that are functionally obsolete. The bridge does not functionally serve its intended purpose and needs to address the increase in traffic level. However, existing federal transportation funding programs do not recognize flooding as justifiable authorization for bridge replacement through the federal Highway Bridge

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Program (HBP). These regulations need to be modified to allow federal financial assistance through HBP to support the bridge replacement.

Proposal 50: Lake Tahoe Restoration Act

Seek funding for future restoration efforts to preserve and protect Lake Tahoe

Issue: Approved in 2000, the Lake Tahoe Restoration Act (LTRA) authorized \$300M in federal funding, over 10 years, to preserve and protect Lake Tahoe from continued environmental deterioration. The LTRA was reauthorized in 2011, but no funding was appropriated and no action by Congress is anticipated until 2013. Federal funding supports the Environmental Improvement Program (EIP) –a \$900M federal, state, and local partnership to improve the water clarity of the lake and restore Lake Tahoe’s environmental health, and maintain the lake’s status as an “Outstanding National Resource Water” as designated by the U.S. Environmental Protection Agency. To date, nearly 300 environmental projects and restoration activities have occurred as a result of this funding. Placer County has received a significant part of this federal funding to plan, design, permit, and construct a number of water quality improvement projects throughout the north and west shore areas of Lake Tahoe in Placer County. Additional federal funding will be needed, after 2012, to complete future restoration efforts in Placer County and other Lake Tahoe project-implementing jurisdictions.

Proposal 51: California State Water Resources Control Board National Pollution Discharge Elimination System (NPDES) Phase 2 Regulations

Support NPDES Phase 2 permit requirements that are reasonable and implementable by municipalities. The State Water Resources Control Board (SWRCB) should continue to implement the minimum Federal Clean Water Act requirements without expanding permit conditions that will be impossible to meet. Support federal funding assistance and legislation to make it easier to implement local fee programs for storm water quality program implementation.

Issue: The SWRCB plans to adopt their proposed revisions to its Phase 2 General Permit in December 2012. If implemented, this revised General Permit will impose requirements on Phase 2 municipalities that greatly exceed those of the larger, NPDES Phase 1 municipalities. The six minimum control measures identified in the Federal Clean Water Act for the NPDES Phase 2 program would be supplemented with six additional permit elements, all with extensive data collection, management and reporting requirements, and increased cost. The revision is far more prescriptive than the existing version and includes many new implementation requirements, duplicates actions required under other State permitting programs, and eliminates local implementation flexibility. Many of the proposed requirements have questionable benefit to water quality. No additional funding is proposed for the expansion of the Phase 2 General Permit. This imposes an unreasonable burden on local government in a time of severe economic distress. The current water quality program for the County is funded at approximately \$800,000 per year. Projections are that the new permit requirements will, at minimum, triple the program cost.

Proposal 52: Health and Human Services Programs

Support adequate, flexible, and stable funding to best meet Federal/State Health and Human Services program requirements including Child Welfare Services, Mental Health Services, Substance Abuse Services, Human Services, Adult Protective Services, In-Home Supportive Services, Health Care to Low-Income Adults including the indigent and California Children Services, and Health Reform. In addition, support continuation of the Placer County Integrated

Health & Human Services Pilot Program (Placer Waiver- State Welfare and Institutions Code 18986.62) to maximize flexibility in program design as well as increase Federal/State funding leveraging opportunities.

Issue: Funding to meet Federal/State mandated program requirements is often inadequate, prescriptive, and inflexible. Greater leveraging of Federal/State funding streams and enhanced opportunity for innovative service delivery models to facilitate meeting mandated program requirements. This proposal seeks to reduce existing County costs while leveraging Federal and State revenues and fostering program innovation. Adequate and stable funding is critical to best meet Federal/State Health and Human Services program requirements. Doing so will enable the County to continue to provide critical services for health and human service programs which are known to reduce homelessness, criminal behavior, substance abuse, and unemployment resulting in healthier more productive residents while reducing overall county expenditures.

Proposal 53: Child Welfare Services and Foster Care Program Mandates

Support full and complete restoration of State funding, as well as efforts to adequately fund and support Child Welfare Services and Foster Care program mandates. Child Welfare Services protects children from abuse and neglect and has been woefully underfunded for years.

Issue: Funding for Child Welfare Services remains significantly below County costs to meet Federal and State program requirements and outcome measures and requirements are often overly prescriptive and inflexible. The State intends, through Realignment growth, to restore more than \$200 million statewide to Child Welfare Services over the next few years. While this effort is a positive step, it is dependent on tax revenue, a very unpredictable revenue source. The State's intention to restore funding will not fully keep pace with the cost increases associated with an ever increasing number of legislative mandates passed by the State, or other cost drivers associated with service delivery. Greater leveraging of Federal/State funding streams will assure that Placer is prepared to best meet the safety and welfare needs of at-risk and abused children. The County's population of minor children has increased more than 30 percent since 1999. This proposal seeks to reduce County General Fund costs through increased State or Federal funding for mandated Child Welfare and Foster Care services.

Proposal 54: Home Investment Partnership Program (HOME) and Community Development Block Grant (CDBG) Funds and Program Reforms

- 1) Advocate for continued support for Federal CDBG and HOME program funding.
- 2) Support improvements and reforms to statewide administration of the CDBG program.

Issue: Placer County has used CDBG and HOME funds for economic development job creation projects (e.g. Auburn Plaza Shopping Center, Rock Creek Plaza Shopping Center), community revitalization and infrastructure improvements and affordable housing (1st Time Homebuyer Loans, Housing Rehab Loans, and Kings Beach Scattered Sites Housing Project). The program is administered by the State Department of Housing and Community Development (HCD). CDBG program reform to be more efficient would be beneficial to local administration of the grant. This would include; reduced paperwork, more flexibility, more emphasis on economic development issues and an increased technical assistance provided by HCD. Key priorities for reform include: Streamline the program, renew HCD focus on technical assistance, consider an economic development advocate within HCD, provide better guidance on the re-monitoring and auditing of grant recipients, and limit the amount of paperwork and regulation. Counties recognize the importance of the CDBG Program and the value of the investing in communities. By

streamlining the program and enacting the proposed reforms, it is expected that the program would be easier to implement for smaller communities.

Proposal 55: Low Income Housing Tax Credits

Advocate for continued support for Federal Low Income Housing Tax Credits.

Issue: Tax credits are one of the most important financing tools currently used for the development of affordable housing. In 2010, the Placer County Redevelopment Agency, in partnership with its private development partner, received a tax credits award of approximately \$23M for the Kings Beach Scattered Sites Housing Project. A significant portion of this successful project has already been completed. Today, Placer County as the housing successor, in partnership with a different private developer, is seeking award of tax credits for the Quartz Ridge Family Housing Project in Bowman.

Issue: Federal debt reduction efforts may include the reduction or elimination of Low Income Housing Tax Credits. This program is extensively used and is an important financing tool for the development of new affordable housing. Tax credits are currently awarded through a highly competitive application and review process. In a typical year, several applications are submitted for every award that is given. A reduction in this program would seriously hinder the County's ability to successfully finance new affordable housing projects. A typical tax credits award for one multi-family project would be approximately \$20M. Furthermore, many proposed projects are considered financially feasible only with the inclusion of tax credits.

Proposal 56: HR 2389 - Secure Rural Schools and Community Self-Determination Act

Approve a long-term reauthorization of the Secure Rural Schools and Community Self-Determination Act (SRS).

Issue: On July 6, 2012, the SRS and Community Self-Determination Act of 2000 was reauthorized for federal fiscal year 2012 only, as part of Public Law 112-141. This one-year reauthorization of the Secure Rural Schools Act made some significant changes to the previous reauthorization in Public Law 110-343. Counties find it increasingly difficult to rely upon this unstable revenue stream to provide increasingly critical funding. California counties, which received over \$38 million in SRS funding in 2011, rely on the program to maintain local roads and other public infrastructure, operate search and rescue missions, and make additional investments in projects that protect fire-sensitive ecosystems. The loss of this funding stream is not replaceable with State or local revenues as the current economy challenges sheriffs' departments, fire departments and schools to simply stay open and available in rural communities. The loss of roughly \$925,000 represents the 2012 total share of HR 2389 funding for the County. Future loss of this funding could potentially jeopardize the safety and welfare of County residents.

Proposal 57: The Medicare/Medicaid Extension Act

Support amendment to the Medicare/Medicaid Extension Act that will provide a fair and equitable process for reimbursement of Medicare Set Aside or Medicare Reimbursement Accounts.

Issue: The Medicare/Medicaid Extension Act created an obligation for all Self-insured employers to set aside financial accounts for qualified employees receiving Worker's Compensation, Employee's Health benefits, and third parties receiving Liability settlements. Current statute requires set aside accounts for Medicare reimbursements from Worker's Compensation and Liability claim settlements for those receiving Medi-Cal/Medicaid benefits or those eligible to receive benefits with reporting and approval to CMS on all settlements, judgments, and awards.

The process delays resolution of claims and increases costs to employers. Settlement of claims take into consideration potential exposure for liability of medical costs whereas CMS does not have an established practice of approving fair and equitable settlements and provides no insight as to how they arrive at a given settlement amount. The result is delay in claim resolution which increases cost to the County Worker's Compensation and General Liability funds.

Proposal 58: PACE/mPOWER Placer

Support legislation and other measure that would enable residential PACE.

Issue: The County launched its PACE program mPOWER Placer in March of 2010. In July 2010 the County was forced to suspend its residential PACE program after the FHFA issued a statement to its lenders providing instruction that jurisdictions with active PACE programs be red-lined by assuming that all properties in the jurisdiction had the maximum allowable PACE lien when considering the debt to equity and debt to income ratios. This statement, also, had a negative impact on commercial programs by instigating the unwarranted reluctance by commercial lenders to even consider their borrowing clients' requests to grant permission for their borrowers' to enter into a PACE lien. If allowed to proceed in a reasonable manner, PACE programs could have substantial impact on local, state and national policy goals by creating jobs, decreasing dependence on fossil fuels and improving environmental quality. A robust PACE program would also allow the County to more quickly recover its investment in program costs.

Proposal 59: Sustainable Communities Program

Support/take advantage of the Sustainable Communities Program funding initiative to locally promote economic competitiveness, protect healthy environments, and enhance quality of life..

Issue: The Partnership for Sustainable Communities is made up of the U.S. Department of Housing and Urban Development, the U.S. Department of Transportation, and the U.S. Environmental Protection Agency and is coordinating with the U.S. Department of Agriculture to ensure that the four agencies' spending, policies, and programs support rural communities' efforts to be vibrant, thriving places for current and future generations. Rural communities across America are working to strengthen their economies, provide better quality of life for residents, and build on assets such as traditional main streets, agricultural and working lands, and natural resources. With federal deficit reduction efforts, federal programs and funding available to support local government programs and infrastructure projects may be in jeopardy.

Proposal 60: Reauthorization - Federal Surface Transportation Bill ("MAP-21 Reauthorization")

Support federal funding for transportation improvements and specifically ongoing Reauthorization of the Federal Surface Transportation Bill, known as MAP-21.

Issue: The federal surface transportation expired September 2009. The Federal government has passed a series of extensions while contemplating a new Federal Transportation Bill. Last year, the most recent extension was authored by Senators Barbara Boxer and James Inhofe, as a two year the "Moving Ahead for Progress in the 21st Century Act or MAP-21". It preserves current levels of federal highway investment plus inflation for Fiscal Years 2012 and 2013. Placer County typically receives over 85% of eligible transportation project costs from programs funded by this source. Rapid growth within the region has fueled the need for additional investment in the County's traffic circulation system. County federal transportation funding needs include: continued Interstate 80 (a major cross-country interstate highway) improvements, the Kings Beach Commercial Core Improvement Project; county bridge replacement projects, and the future proposed Placer Parkway.

Administering Agency: Placer County Executive Office

Contract No. _____

Contract Description: **PROFESSIONAL SERVICES OF HOLLAND & KNIGHT, LLP, AS FEDERAL LOBBYIST**

CONTRACT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of January 1, 2013, by and between the County of Placer, ("County"), and Holland & Knight LLP ("Contractor"), who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A, and Contractor's response to said document. Contractor shall provide said services at the time, place, and in the manner specified.
2. **PAYMENT.** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B, and Contractor's response to said document. The payment specified in Exhibit B, and Contractor's response to said document shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B.
3. **FACILITIES, EQUIPMENT AND OTHER MATERIALS, AND OBLIGATIONS OF COUNTY.** Contractor 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 Contractor 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, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
7. **LICENSES, PERMITS, ETC.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor 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 Contractor to practice its profession at the time the services are performed.
8. **TIME.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor'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 CONTRACTOR 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. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR 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 CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR 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 CONTRACTOR'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:**

CONTRACTOR 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.

11. **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 CONTRACTOR'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 CONTRACTOR.

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

12. **GENERAL LIABILITY INSURANCE:**

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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:

CONTRACTOR 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 CONTRACTOR 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.

13. **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 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 Contractor, 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."

14. **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.

15. **PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):**

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

If Contractor sub-contracts in support of Contractors work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than two million dollars (\$2,000,000) in aggregate.

The insurance coverage provided by the Contractor 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.

16. **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 CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR's Obligations - CONTRACTOR'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 - CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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.

17. **CONTRACTOR NOT AGENT**. Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
18. **ASSIGNMENT PROHIBITED**. Contractor 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.
19. **PERSONNEL**.
 - A. Contractor 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 Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor 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, Contractor 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 Contractor 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.
20. **STANDARD OF PERFORMANCE**. Contractor 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 Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor 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 Contractor's profession.
21. **TERMINATION**.
 - A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
 - 1) Contractor 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 Contractor pursuant to this Agreement.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount

documented by Contractor 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 Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor 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 Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

B. Contractor may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.

22. **NON-DISCRIMINATION**. Contractor 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.*
23. **RECORDS**. Contractor 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 Contractor 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.
24. **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 Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.
25. **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.
26. **CONFLICT OF INTEREST**. Contractor 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, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
27. **ENTIRETY OF AGREEMENT**. This Agreement contains the entire agreement of County and Contractor 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.
27. **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.
28. **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, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.

29. **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:

Placer County Executive Office
Attn: Allison Carlos
175 Fulweiler Avenue
Auburn, CA 95603

Phone: (530) 889-4030
Fax: (530) 889-4023

CONTRACTOR:

Holland & Knight LLP
Attn: Richard Gold
2099 Pennsylvania Avenue NW, Suite 100
Washington, DC 20006

Phone: (202) 457-7143
Fax: (202) 955-5564

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.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____
Name: Jennifer Montgomery
Title: Chairman of the Board of Supervisors

Approved As to Form – County Counsel:

By: 

CONTRACTOR - HOLLAND & KNIGHT, LLP

By: _____
Name: Richard Gold

**If a corporation, agreement must be signed by two corporate officers; one 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.*

Exhibits

- A. Scope of Work
- B. Payment For Services Rendered

EXHIBIT A

SCOPE OF SERVICES
COUNTY OF PLACER
AND
HOLLAND & KNIGHT, LLP
FEDERAL ADVOCACY PROGRAM

SECOND PARTY agrees to do the following:

Specific Projects and/or Priorities:

1. As designated by the County Executive Officer, represent the COUNTY'S interests relative to specific projects and/or priorities. These specific projects and/or priorities shall be identified by title with a brief written description of the request or action.

As directed by the County Executive Officer, or his designee, SECOND PARTY may also perform the following duties:

General Projects and Reporting Activities:

1. Represent the County's position on legislation of general interest to the COUNTY.
2. Represent the COUNTY on legislation of specific interest to the COUNTY.
3. Ensure that COUNTY is fully informed of the status of legislation through phone calls and emails as often as necessary, Fax transmissions, regular mail, monthly written or oral status reports, and meetings with the Board of Supervisors and the County Executive Office.
4. Regularly inform the COUNTY'S Congressional delegation of the COUNTY'S positions and concerns regarding legislation.
5. Attend, as necessary, meetings of legislative committees, NACO and affiliated organizations, and other bodies at which legislation of interest to the COUNTY is discussed.
6. Assist the Board of Supervisors and the County Executive Office in drafting legislation and/or amendments to existing legislation as may be needed to fulfill the COUNTY'S interests.
7. Report to the County Executive Office on the President's or his administration's actions or proposed actions as to potential impacts to the COUNTY, and represent the COUNTY'S position before these bodies, as may be necessary.
8. Represent the COUNTY before regulatory agencies as may be necessary.
9. Provide specialized legislative strategic planning sessions and consultation.
10. Perform other duties as the Board of Supervisors or the County Executive Officer may find necessary.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED
COUNTY OF PLACER
AND
HOLLAND & KNIGHT, LLP
FEDERAL ADVOCACY PROGRAM

1. AMOUNT OF PAYMENT. COUNTY shall pay SECOND PARTY not to exceed a contract total amount of ONE HUNDRED THIRTY SIX THOUSAND AND EIGHT HUNDRED DOLLARS (\$143,640.00) during the term of this agreement as payment for all services set forth in Exhibit A, which includes payment in full for any reasonable out-of-pocket costs and expenses.

2. PAYMENT SCHEDULE. Monthly payments shall be made to SECOND PARTY within ten (10) days of the last day of each month for services set forth in Exhibit A. Payment shall be made in twelve equal installments, per year, as payment in full for all services set forth in Exhibit A, which includes payment in full for any reasonable out-of-pocket costs and expenses. SECOND PARTY shall invoice COUNTY for services set forth in Exhibit 1 on a monthly basis, by the 15th of each month.

Administering Agency: Placer County Executive Office

Contract No. _____

Contract Description: PROFESSIONAL SERVICES OF PETERSON CONSULTING, INC., AS STATE LOBBYIST

CONTRACT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of January 1, 2013, by and between the County of Placer, ("County"), and Peterson Consulting, Inc. ("Contractor"), who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A, and Contractor's response to said document. Contractor shall provide said services at the time, place, and in the manner specified.
2. **PAYMENT.** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B, and Contractor's response to said document. The payment specified in Exhibit B, and Contractor's response to said document shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B.
3. **FACILITIES, EQUIPMENT AND OTHER MATERIALS, AND OBLIGATIONS OF COUNTY.** Contractor 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 Contractor 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, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
7. **LICENSES, PERMITS, ETC.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor 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 Contractor to practice its profession at the time the services are performed.
8. **TIME.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor'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 CONTRACTOR 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. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR 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 CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR 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 CONTRACTOR'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:**

CONTRACTOR 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.

11. **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 CONTRACTOR'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 CONTRACTOR.

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

12. **GENERAL LIABILITY INSURANCE:**

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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:

CONTRACTOR 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 CONTRACTOR 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.

13. **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 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 Contractor, 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."

14. **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.

15. **PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):**
Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000).

If Contractor sub-contracts in support of Contractors work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than two million dollars (\$2,000,000) in aggregate.

The insurance coverage provided by the Contractor 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.

16. **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 CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR's Obligations - CONTRACTOR'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 - CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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.

17. **CONTRACTOR NOT AGENT.** Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
18. **ASSIGNMENT PROHIBITED.** Contractor 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.
19. **PERSONNEL.**
 - A. Contractor 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 Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor 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, Contractor 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 Contractor 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.
20. **STANDARD OF PERFORMANCE.** Contractor 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 Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor 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 Contractor's profession.
21. **TERMINATION.**
 - A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
 - 1) Contractor 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 Contractor pursuant to this Agreement.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount

documented by Contractor 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 Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor 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 Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

- B. Contractor may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.
22. **NON-DISCRIMINATION.** Contractor 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.
23. **RECORDS.** Contractor 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 Contractor 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.
24. **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 Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.
25. **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.
26. **CONFLICT OF INTEREST.** Contractor 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, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
27. **ENTIRETY OF AGREEMENT.** This Agreement contains the entire agreement of County and Contractor 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.
27. **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.
28. **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, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.

29. **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:

Placer County Executive Office
Attn: Allison Carlos
175 Fulweiler Avenue
Auburn, CA 95603

Phone: (530) 889-4030
Fax: (530) 889-4023
Email: acarlos@placer.ca.gov

CONSULTANT:

Peterson Consulting, Inc.
Attn: Paul Yoder
1415 L Street, Suite 200
Sacramento, CA 95814

Phone: (916) 441-4424
Fax: (916) 441-2279
Email: peterconsult@earthlink.net

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.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____
Name: Jennifer Montgomery
Title: Chairman of the Board of Supervisors

Approved As to Form – County Counsel:

By:  _____

CONTRACTOR- PETERSON CONSULTING, INC.

By: _____
Name: Paul Yoder
Title: President

By: _____
Name: Joshua Shaw
Title: Secretary

**If a corporation, agreement must be signed by two corporate officers; one 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.*

Exhibits

- A. Scope of Work
- B. Payment For Services Rendered

EXHIBIT A

SCOPE OF SERVICES
COUNTY OF PLACER
AND
PETERSON CONSULTING, INC.
STATE ADVOCACY PROGRAM

SECOND PARTY agrees to do the following:

Specific Projects and/or Priorities:

1. As designated by the County Executive Officer, represent the COUNTY'S interests relative to specific projects and/or priorities. These specific projects and/or priorities shall be identified by title with a brief written description of the request or action.

As directed by the County Executive Officer, or his designee, SECOND PARTY may also perform the following duties:

General Projects and Reporting Activities:

1. Represent the County's position on legislation of general interest to the COUNTY.
2. Represent the COUNTY on legislation of specific interest to the COUNTY.
3. Ensure that the COUNTY is fully informed of the status of legislation through phone calls and emails as often as necessary, Fax transmissions, regular mail, monthly written or oral status reports, and meetings with the Board of Supervisors and the County Executive Office.
4. Regularly inform the COUNTY'S legislators of the COUNTY'S positions and concerns regarding legislation.
5. Attend, as necessary, meetings of legislative committees, CSAC and affiliated organizations, and other bodies at which legislation of interest to the COUNTY is discussed.
6. Assist the Board of Supervisors and the County Executive Office in drafting legislation and/or amendments to existing legislation as may be needed to fulfill the COUNTY'S interests.
7. Report to the County Executive Office on the Governor's or his administration's actions or proposed actions as to potential impacts to the COUNTY, and represent the COUNTY'S position before these bodies, as may be necessary.
8. Represent the COUNTY before regulatory agencies as may be necessary.
9. Provide specialized legislative strategic planning sessions and consultation.
10. Perform other duties as the Board of Supervisors or the County Executive Officer may find necessary.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED
COUNTY OF PLACER
AND
PETERSON CONSULTING, INC.
STATE ADVOCACY PROGRAM

1. AMOUNT OF PAYMENT. COUNTY shall pay SECOND PARTY not to exceed a contract total amount of FORTY-FOUR THOUSAND AND NINETY DOLLARS (\$46,295.00) during the term of this agreement as payment for all services set forth in Exhibit A, which includes payment in full for any reasonable out-of-pocket costs and expenses.
2. PAYMENT SCHEDULE. Monthly payments shall be made to SECOND PARTY within ten (10) days of the last day of each month for services set forth in Exhibit A. Payment shall be made in twelve equal installments, per year, as payment in full for all services set forth in Exhibit A, which includes payment in full for any reasonable out-of-pocket costs and expenses. SECOND PARTY shall invoice COUNTY for services set forth in Exhibit 1 on a monthly basis, by the 15th of each month.