

MEMORANDUM
OFFICE OF THE
COUNTY EXECUTIVE
COUNTY OF PLACER

TO: The Honorable Board of Supervisors
FROM: Thomas M. Miller, County Executive Officer
By Allison Carlos, Principal Management Analyst 
DATE: December 13, 2011
SUBJECT: Placer County 2012 Legislative Advocacy

RECOMMENDED ACTIONS:

1. Adopt the Placer County 2012 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, 2012; federal advocacy contract in the amount of \$136,800 with the firm of Holland & Knight, LLP and state advocacy contract in the amount of \$44,090 with the firm of Peterson Consulting, Inc.
3. Designate and authorize members of the Board of Supervisors and County Executive Officer to travel to Washington, DC February 6-10, 2012 to meet with elected or appointed officials of the United States to advocate for legislative and regulatory interests of the County.

BACKGROUND:

Legislative Platform

Annually, a proposed Legislative Platform (Platform) is prepared for adoption by your Board. The Platform serves as the basis for the County's advocacy efforts with executive and legislative branches of state and federal government and outlines proposals of interest within Placer County. The Platform is developed through a collaborative process with a number of subject matter experts.

Part one outlines the County's overall legislative principles for 2012. Parts two and three list specific State and Federal proposals intended to reflect specific proposals of interest to the County but which are consistent with the County's general principles.

At both the federal and state level, core challenges for administrations and legislative bodies include budget deficits, regulatory reform, and the role of government and extent of its programs.

Federal Advocacy

Policy and legislative debates continue over the federal budget deficit; exacerbated by the failure last month of the Congressional Super Committee to deliver over a trillion dollars in expenditure reductions. Tension and gridlock at the federal level is high over the deficit and languishing economic/job growth; complicated by the looming 2012 Presidential election.

Over the past years, Placer County has received substantial federal funding for important priority projects. In FY 2011-2012 Congress displayed a loss of appetite for earmarks by establishing a moratorium. In this post-earmark era, aside from traditional program funding authorizations through the federal budget, jurisdictions will have to increasingly rely on the competitive grant process. Consistent with this new reality, Placer County did not receive any project funding last year as an earmark. However, through an aggressive and well constructed effort by departments, advocates, and others, we were able to secure \$2.6 million in Community Oriented Policing (COP) grant funding over three years, as well as to retain biomass funding from prior years. Staff worked closely with Holland and Knight (H&K) to be very intentional in developing a grant application that focused on the most material points for successful award of dollars. While the following approaches have been important in the past, they are now essential:

- Direct relationship with the key federal funding decision makers
- Regional approaches collaborating with other entities
- Grants must be complete and well written with supporting letters and information

In terms of appropriation of historical funding streams, Congress has at times been incremental by extending program funding for brief periods. Last September, SAFETEA-LU transportation funding was extended only until March 31, 2012, so efforts will be in seeking its reauthorization. Regarding Secure Rural School and Community Self Determination Act funding, Congress is debating reauthorization this month as one of many end-of-year items.

In addition to funding elements, the County is engaging with H&K with increased 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, (5) regional law enforcement communications implementations and upgrades; and (6) Health and Human Services. As in past years the County will work with our advocates to defend County resources and to respond to or potentially sponsor legislation to effect policy, rules and laws.

State Advocacy

On the state level, the 2012 legislative year is expected to be dynamic with regard to key fiscal, policy and regulatory interests of the County. This would include, but not be limited to: (1) 2011 Realignment implementation, (2) pension reform and other labor-related initiatives, (3) Redevelopment programs, and (4) regulatory reform.

As covered in the budget update item on your Board's agenda today, 2011 Realignment will be an important issue into next year. Staff proposes advocacy efforts around local flexibility, revenues, and constitutional protections. Aside from those efforts, staff will work with Peterson Consulting to identify any potential new programs of realignment that may be proposed by the State. For Redevelopment, we are monitoring the outcome of the current lawsuit, and are recommending proposals to oppose elimination and support clean up language to reduce or eliminate penalties for incurring any future new debt or other financial obligations on non-housing activities. Other specific proposals in the Platform include, but are not limited to: (1) support for the PCCP; (2) support for continued ability to charge for Weights and Measures programs (to sunset in 2013), (3) relief from the parcel fees for fire planning in State Responsibility Areas, (4) relief from wastewater compliance timelines, (5) relief from increases in solid waste diversion requirements and (6) support for reasonable Phase 2 permit requirements for the National Pollution Discharge Elimination System program.

In general, as in past years, 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, (6) support flexibility and stable funding to best meet mandated program requirements, such as in our Health and Human Services programs.

While the legislative activity is expected to be high, staff and Peterson Consulting are prepared for monitoring of Placer County interests. There is anticipated to be a unique level of complexity in the process over the coming months in part due to the increased use of the initiative process. It is anticipated that the November ballot will contain numerous initiatives, some with potentially overlapping themes.

Staff requests approval of the attached 2012 Legislative Platform.

Federal and State Advocate Contracts

The current agreements for federal and state advocacy services expire on December 31, 2011. New agreements are being submitted for your Board's consideration for a

one-year term beginning January 1, 2012. Staff negotiated a 5% reduction from the advocates' 2009 contracts for 2010 and 2011. For 2012, the contracts are held flat.

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.

Holland and Knight

H&K skillfully 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.

Rich Gold and Michael Galano, partners at H&K, serve as the County's primary federal lobbyist and lead the firm's Federal Budget and Appropriations Team and Public Policy and Regulations Group. Over the last several years, H&K has assisted Placer County in securing more than \$107 million in federal funding for several priority county projects and programs. H&K has been extremely helpful in protecting the biomass funding as well as guiding staff in the COPS grant application process. Within the last months, they have facilitated our Sheriff and Health Officer meeting with federal agency administrators to strengthen relationships and advocate for the interests of Placer County. During the next federal fiscal year, H&K will continue to assist the County in advocating at the federal level.

State Advocacy

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 volatile State Budget. Of particular note, Peterson Consulting provided highly effective service, in cooperation with Placer County departments in navigating numerous bills, such as those for Redevelopment, pension reform, 2011 Realignment and the State Budget.

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. As conveyed earlier in this staff report, H&K emphasizes the importance of our leadership speaking directly with legislators and agencies' staff, particularly as funding tightens. Over the last several years, funding

has been secured for key regional projects and County services, such as: COP funding (\$2.6 million), Interstate 80 (over \$71 million), Wastewater Treatment Plant (\$10 million), Law Enforcement Communications Upgrades (\$5 million), and the Lincoln/Hwy 65 bypass (\$4 million). Examples of priorities to be discussed for FY 2012 include:

- The Regional Wastewater Treatment Projects and Facilities
- The Regional Public Safety Communications Implementations and Network Upgrades
- Transportation Funding Reauthorization
- Transportation Projects (e.g., Placer Parkway and Kings Beach)
- Biomass Utilization
- Placer Legacy Program and the Placer County Conservation Plan

In recent years, your Board has authorized two to four Board members and the County Executive Officer 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 designation of participating board members and authorization for this trip for a total amount, not to exceed \$1,500 per participant. Subsequent to your approval, required paperwork and forms will be completed for travel.

FISCAL IMPACT:

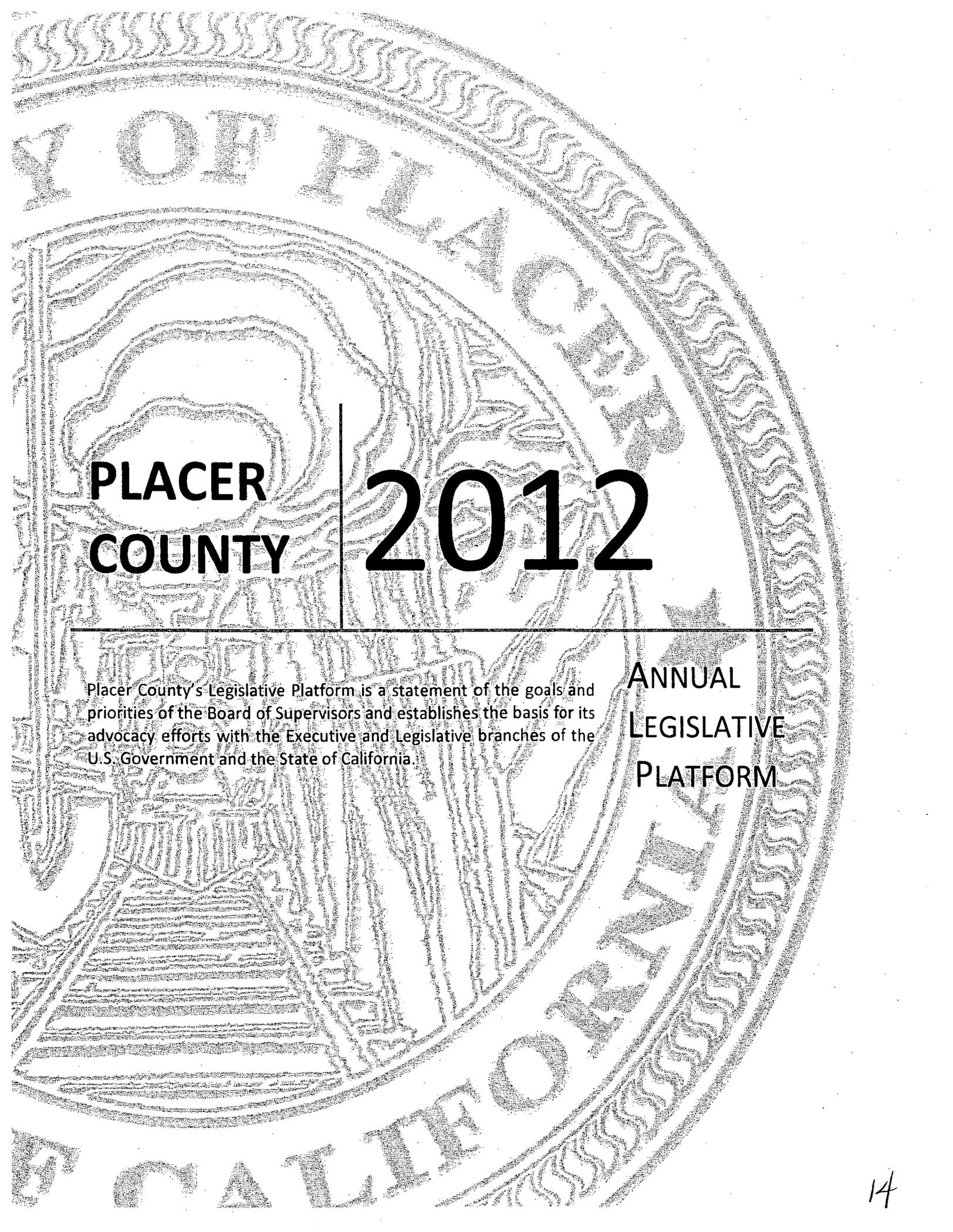
As in past years, the potential for cost reductions and/or increased revenue to the County may occur if all, or a portion of, the Legislative Platform is enacted. Funding for this effort and the proposed advocacy contracts is included in the County's FY 2011-12 Final Budget and will be proposed in the FY 2012-13 Budget.

As pertains to the annual legislation trip to Washington DC, the total estimated travel, lodging and related incidental cost is approximately \$1,200 to \$1,500 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 approved budget FY 2011-12.

Attachment 1: Placer County 2012 Legislative Platform

Attachment 2: Holland & Knight, LLP 2012 Contract

Attachment 3: Peterson Consulting, Inc. 2012 Contract

The background of the page is a large, detailed, and faded seal of Placer County, California. The seal features a central figure holding a scale and a sword, surrounded by a circular border with the text "PLACER COUNTY CALIFORNIA".

**PLACER
COUNTY**

2012

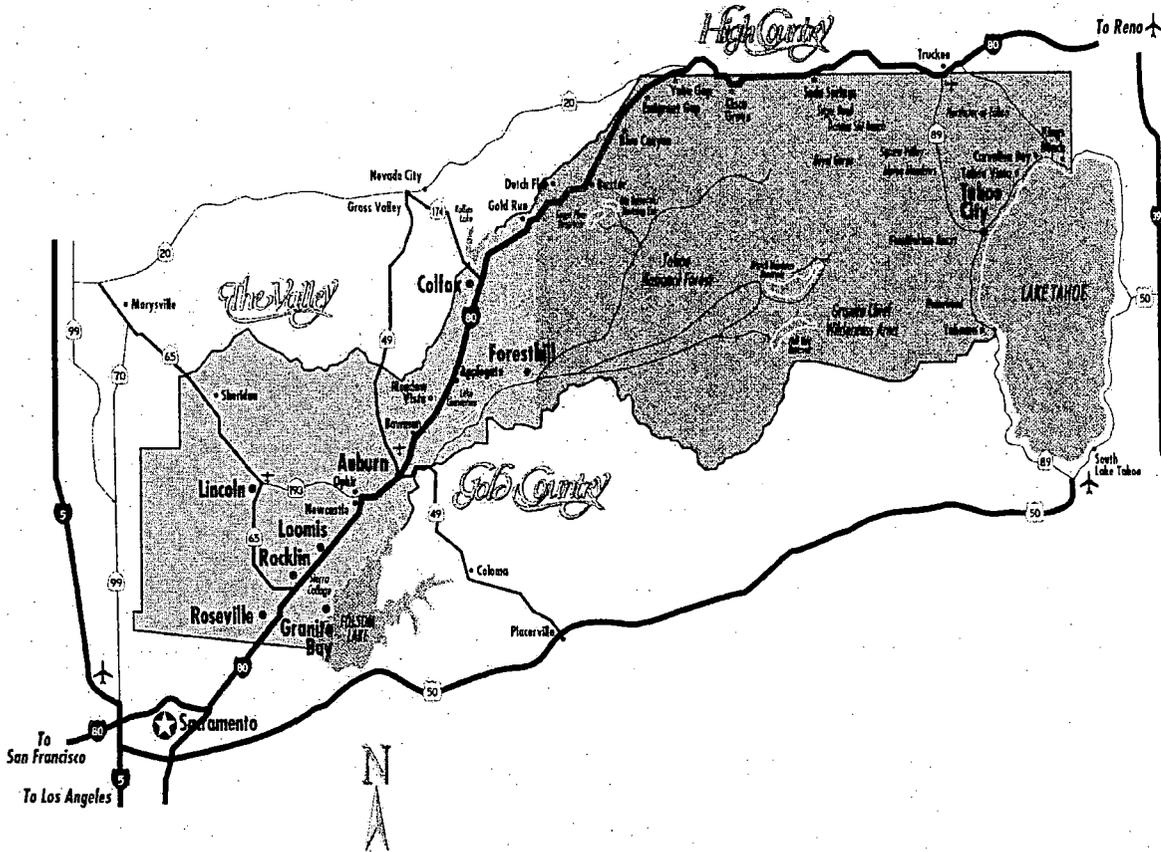
Placer County's Legislative Platform is a statement of the goals and priorities of the Board of Supervisors and establishes the basis for its advocacy efforts with the Executive and Legislative branches of the U.S. Government and the State of California.

**ANNUAL
LEGISLATIVE
PLATFORM**

**Placer County
2012 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
- Thomas M. Miller, County Executive Officer



**PLACER COUNTY
2012 Legislative/Regulatory Platform**

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PLACER COUNTY
2012 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 2012. Parts Two and Three list specific state and federal proposals, all of which are consistent with the County's general principles.

PLACER COUNTY
2012 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 or transferred 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
2012 Legislative/Regulatory Platform
Part Two

STATE PROPOSALS

Proposal 1: Parcel Fees for Fire Planning in State Responsibility Areas (SRA)

Support legislation revising or repealing the imposition of fire protection fees on properties within SRA. State law requires the state to have the primary financial responsibility for preventing and suppressing fires in areas that the State Board of Forestry and Fire Protection has determined are SRA.

Problem: In order to close the gap in the State's fire protection budget, the Governor signed into law AB 29 X1 (July 2011), shifting some economic burden of fire prevention activities to local residents, requiring up to \$150 in annual fire prevention fees on habitable structures within the SRA. The Board of Forestry took action (November 2011) to implement the full fee with a potential \$35 credit for all parcels that pay a local fire protection assessment to a local fire district or agency. The SRA fees is anticipated to hinder local fire districts that have been particularly hard hit by reductions in property tax revenue from obtaining voter approval of special tax initiatives to fund at current levels.

Proposal 2: 2011 Realignment - General Protections, Revenues, and Local Flexibility

Support efforts to achieve appropriate protections, dedication of adequate revenue, and flexibility leading to best outcomes for Placer County with implementation of 2011 Realignment. Work with CSAC, other stakeholders, and as may be necessary, directly with Legislative and Governor's office in achieving this goal. Shift of State responsibilities to counties must be accompanied with the local tools, adequate revenues, and risk protection to successfully carry-out mandates. Constitutional protections ensuring adequate and stable funding and flexibility is critical to maintaining public safety and to the successful implementation Of 2011 Realignment.

Problem: The 2011-12 State Budget did not include the proposed constitutional amendment previously negotiated between the Administration and counties, leaving counties with a commitment from the Governor to pursue the constitutional protections, but no mechanism by which to achieve them. Absent a constitutional amendment, counties remain vulnerable to potential diversion of revenues dedicated to fund realignment, as well as the fiscal consequences of changes to program requirements and parameters. In addition, many critical details to implement the 2011 Realignment have yet to be approved by the Legislature/Governor. It is imperative that the statutory/constitutional framework include adequate revenues, local flexibility, and county protections to best position the County to meet the largest expansion of State mandates on counties in 20+ years.

Proposal 3: 2011 Realignment – Local Child Support Agencies Constitutional Funding Protections, Phase II

The Child Support Program is a federal program delivered to the public, locally, in California through local child support agencies, with State oversight. Support legislation that provides funding protections to counties for the Child Support Program and the Child Support Agencies

who must provide the services. 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.

Problem: The Child Support Program was noted by the Governor as one of the programs to shift to the Counties in Phase II of Realignment. The federal government pays 66% of the program costs. The State currently provides 34% in order to comply with the Social Security Act and TANF Grant. The state can be inconsistent in how it pays for mandated service costs. The LAO has suggested in the past that counties need to provide a share of costs in order to have some ownership of the program. Without financial protections, the funding source could be shifted to the County.

Proposal 4 : Redevelopment Agency Protection

Support legislation that protects redevelopment agencies and oppose legislation that seeks to eliminate them. In January 2011, the Governor announced a proposal to eliminate all California redevelopment agencies. The legislation was, ultimately, adopted and signed into law (AB 1x-27). It allows agencies to avoid elimination if their legislative bodies commit to making significant payments to local school and special districts. The law is currently being litigated and reviewed by the California Supreme Court.

Problem: Depending on the outcome of current litigation, redevelopment agencies' elimination may return in future legislation. The Placer County Redevelopment Agency operates three redevelopment project areas – Sunset Industrial, North Auburn, and North Lake Tahoe Project Areas. The Agency's FY2011-12 budget includes a Work Program of dozens of community revitalizations, economic development, public facilities and infrastructure improvements, and affordable housing projects and programs in all three Project Areas. These projects and programs may be stopped or significantly reduced by State legislation. Redevelopment elimination would result in the loss of annual tax increment revenue, Agency reserve funds, and other assets such as real property. Projected Agency tax increment for FY2011-12 is \$6,703,455 and estimated assets total \$56,000,000.

Proposal 5: Redevelopment Legislation Cleanup

If the challenge against AB 1x-27 fails and legislation prevails, support cleanup legislation to significantly reduce or eliminate redevelopment agency penalties for incurring any future new debt or other financial obligations on non-housing activities.

Problem: Under existing California Community Redevelopment Law, all redevelopment agencies are able to collect tax increment revenue only if, and only to the extent, they have incurred debt. Incurring debt is a basic necessity of redevelopment. Entering into other financial obligations, such as contracts, is also a basic function of redevelopment. Language in AB 1x-27 itself states that the State intends to modify and lessen the debt penalty in future legislation. AB 1x-27 established a severe penalty on redevelopment agencies for incurring future debt or other financial obligations. It states that for every dollar of new debt or new financial obligations incurred for non-housing activities, the Agency would be required to pay additional funds to local school districts according to a formula tied to the school districts' standard share of local property tax. For Placer County Redevelopment, a rough calculation is as much as 18% of the annual non-housing tax increment revenue will be paid to local schools, in addition to the existing pass-through payments and other required payments from AB 1x-27. The Agency could

potentially lose approximately 18% of all future non-housing tax increment revenue through these penalties.

Proposal 6: Preserve and Enhance Agricultural Lands and Open Space, Restore and Protect Natural Communities and Implement Watershed Protection Efforts through Placer Legacy and the Placer County Conservation Plan (PCCP)

Support legislation and programs that advance the objectives of the Placer Legacy program and 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. Placer County supports legislation to clarify a number of provisions of the Public Resources Code, related to oak woodland impacts. 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.

Problem: Even with the slowing of the housing market, 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, more open space and agricultural land will be lost resulting in a decrease in biological diversity, agricultural production, scenic landscapes, outdoor recreational opportunities, and the general open character of the County's landscape.

Proposal 7: State Wetlands and Riparian Areas Protection Policy

Support legislation or policy development that direct the State Water Quality 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).

Problem: Presently, the State Water Quality 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 8: 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.

Problem: 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 export water contractor problem. Inevitably, however, the proposed solutions require upstream and valley water right holders and water purveyors to contribute water and money.

There are several venues where these proposals take shape but, ultimately, there must be state legislative implementation to resolve the issues. County staff would work with PCWA to coordinate the interests of the County.

Proposal 9: Renewable Energy Legislation

Monitor and evaluate legislation regarding renewable energy to ensure compatibility with the Placer County land use, transportation, environmental, and economic goals and objectives. In order to implement AB 32/SB 375 and other legislation related to renewable energy and greenhouse gas emission reduction, there is a significant amount of legislation being proposed in California that could affect Placer County. In the past year legislation has been developed to reform/modify CEQA to streamline or exempt projects, to streamline incidental take authorization for the listed species, to modify the Williamson Act to cancel contracts for solar projects and other similar bills (e.g., Senate Bills 226, 16, 267 and 618).

Problem: The scope and pace of legislative initiatives is significant and it is necessary to carefully evaluate new legislation and regulations as they are being developed to insure that the County both benefits from legislation that is consistent with local objectives and protects the County from those initiatives that are in consistent with our objectives.

Proposal 10: 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.

Problem: 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 without economic and other incentives. Currently, 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, making it infeasible to implement. For agencies to be able to help meet 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, such as tradable credits, could encourage and enable use of new, green technology at our facilities by providing a revenue stream, associated with environmental attributes, that is not currently available. Without incentives, such as diversion credits, renewable energy credits, and greenhouse gas emission credits, many green technologies will remain financially infeasible.

Proposal 11: Williamson Act

Support legislation and state funding for the Williamson Act program.

Problem: There is continued uncertainty at the state level pertaining to the Williamson Act program with various subvention funding cuts and program changes, including crossover with solar energy initiatives. Elimination of Williamson Act subventions to counties poses a threat to the continued 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 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. The program also provides limited financial recovery to local jurisdictions that approve Williamson Act contracts to help protect California's vanishing farmland. 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 12: Department Inclusion in Irrigated Lands Regulatory Program

Oppose any new legislation that seeks to force direct regulatory enforcement by the Agricultural Commissioner of the Irrigated Lands Regulatory Program (ILRP). While The ILRP creates an additional, unnecessary and redundant layer of regulation for Placer County's agricultural community, the primary reason for opposition is an unfunded mandate that would strain the staffing resource.

Problem: 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 adding a minimum of one hour of staff time to each of the several hundred permits issued in Placer County each year, increasing costs by an estimated \$15,000, annually. Current state law prohibits counties from charging a fee for the issuance of pesticide permits.

Proposal 13: Weights and Measures Device Registration Fee Sunset

Support legislation to continue the authority for the County Sealer of Weights and Measure to charge registration fees for all commercial weighing and measuring devices beyond the existing sunset date of January 1, 2013. Further, support increases in allowable fees to cover the complete cost of testing commercial weighing and measuring devices. Weights and measures regulatory activities are a core function of the County Agricultural Commissioner/Sealer of Weights and Measures. Weights and measures activities protect California's consumers and businesses by providing a level playing field for all.

Problem: The authority to charge registration fees for commercial weighing and measuring devices expires on January 1, 2013. Unless new legislation is passed to extend the authority to charge fees, all weights and measures activities currently performed by the County Sealer will become unfunded, constituting a potential loss of \$175,00 per year.

Proposal 14: 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 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.

Problem: 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 15: 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. Support revisions to EPA and State Revolving Fund loan requirements to allow loans of up to 40 years for wastewater regionalization projects.

Problem: 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 16: State-Mandated Solid Waste Diversion Rate

Oppose efforts to increase state-mandated solid waste diversion rates that are not substantiated by cost/benefit studies, and rely on tipping fees or garbage rates to fund diversion.

Problem: Recent legislative proposals, including AB341 (2011), have sought to increase the State diversion mandate beyond 50% and to mandate landfill disposal reductions with insufficient consideration of the costs to local jurisdictions and the potential environmental impact.

Proposal 17: 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 showing 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.

Problem: 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 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 18: Fees Imposed by the 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.

Problem: 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 - many designed to subsidize unrelated programs and/or to balance state agencies' budgetary shortfalls. Any increased fees will directly impact Placer County operations; increased costs of operation will likely be passed on to ratepayers.

Proposal 19: Residential Fire Sprinkler Requirements in the 2010 California Building Standards Code

Support legislation that will provide local agencies, particularly in rural and mountainous areas, structure size qualifications for fire sprinkler requirements in the 2010 California Building Standards Code for one and two-family dwellings. Clarification of interest would include, for example, relief from these fire sprinkler requirements until the area classification is an urban category or until a proposal to increase density from rural to urban is processed by the local jurisdiction.

Problem: The 2010 California Building Standards Code (Part 2.5) includes a fire sprinkler requirement for newly constructed one and two-family dwellings. This requirement, without clarification of requirements in rural communities, is anticipated to be onerous in some areas of the County due to cost and infrastructure conditions. Requirements may place an undue burden on property owners and water purveyors in providing this additional infrastructure.

Proposal 20: Retaining the Film Industry in California

Advocate for retention and promotion of film production in California, specifically those types of productions traditionally shot on location in Placer County.

Problem: The first two years of the California Film and Tax Credit Program have resulted in modest economic gains statewide but the program sunsets in 2013-14. Placer County is just beginning to enjoy some of the benefits of qualified productions. These gains will disappear if the five year program extension is not executed. Production companies will, again, take advantage of more attractive out-of-state-incentives. Prior to the Tax Credit Program, incentive programs in other states and countries, in addition to the economic downturn, created a 50% decrease in production dollars expended countywide.

Proposal 21: Workers' Compensation Act

Preserve the original intent of the Workers' Compensation Act in delivering prompt and fair benefits to employees injured on the job.

Problem: Each year, legislation is proposed that attempts to erode the original intent of the Workers' Compensation Act. Existing provisions related to medical treatment, indemnity benefits, and apportionment (among others) need to be protected or the State's Workers' Compensation system will be faced with spiraling costs and result in the loss of employment opportunities in California.

Proposal 22: Minimum Temporary Disability Rate

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

Problem: 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. In 2009, Assemblyman Niello introduced AB 516 on behalf of Placer County. This bill, if it had passed, would have ensured that those who had no earnings prior to an injury would not be eligible to receive minimum temporary disability benefits.

Proposal 23: 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 (MSA) or Medicare Reimbursement Accounts (MRA).

Problem: 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 24: Permitting and Regulatory Flexibility for Solid Waste, Water, and Wastewater Programs

Support legislation and/or permitting that would provide local agencies more control and flexibility to modify operations to best meet regulatory requirements. Oppose increased or more stringent regulatory requirements without use of scientific evidence. Optimally, regulations and permits should authorize agencies and operators to implement and/or modify operations or programs without the need to prepare, submit, and obtain permitting authority approval, as long as the changes comply with applicable regulations and are protective of water quality. Such flexibility could include the ability for wastewater operators to choose the best methods to meet

effluent requirements and regulate what goes into the sewers, discretion for regulatory agencies to use science-based approaches in permitting facilities, and streamlining the existing permit process.

Problem: Current regulations and permits do not provide local agencies and operators opportunities for operational flexibility. Facility permits often include requirements that are not based on scientific evidence and do not allow for site-specific factors to be considered. 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. Without flexibility, agencies could face increased capital and operating costs that do not protect human health and the environment. Current proposed legislation, which includes revisions to the Sanitary Sewer System Waste Discharge Requirements, would 1) further limit operational flexibility, 2) be unnecessarily overly-burdensome and complex and 3) would increase public responsibility for private infrastructure.

Proposal 25: Lake Tahoe Total Maximum Daily Load Implementation

Support legislation and advocacy efforts to: (1) minimize further water quality regulation and unfunded mandates, (2) that will make it easier to implement local fee programs to support storm water quality program implementation and (3) continuing and increasing 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.

Problem: 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 Lake Tahoe Total Maximum Daily Load (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 a violation, subject to enforcement actions and penalties. The proposed NPDES Phase 1 storm water permit implementing TMDL requirements were set for LRWQCB approval in November, 2011, however, the decision was deferred to another date.

Proposal 26: 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.

Problem: The SWRCB plans to adopt their proposed revisions to its Phase 2 General Permit in January 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 27: Unwanted Dogs and Cats Destroyed in Shelters

Support legislation that seeks to reduce the number of unwanted dogs and cats destroyed in 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.

Problem: 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 28: Laws and Penalties against Illegal Dog Fighting and Cock Fighting

Support legislation that strengthens laws against illegal dog fighting and cock fighting in California, including increased fines and jail time for any person who is convicted of owning, keeping or training dogs or cocks with the intent to use them in fighting.

Problem: Although dog fighting and cock fighting are illegal in California, illicit animal fighting is on the rise in both rural and urban areas. Dog fighting and cock fighting inflict cruelty on animals. In the past two years, Placer County Animal Services has identified and abated several premises raising cocks for fighting, and these are likely only a small percentage of the problem.

Proposal 29: 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.

Problem: 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 30: Child Welfare Services and Foster Care Program Mandates

Support 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.

Problem: 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 has continued to reduce funding this year. This reduced funding threatens the health and safety of the 3,200 children and families touched by the County's Child Welfare Services system. 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 31: Modify CalPERS Health Insurance Vesting

Support legislation that will allow Placer County to maintain local control to contract with their bargaining groups for County employees regarding health insurance premium contribution formulas. Allow Placer County to use the employee's retirement membership date for the health eligibility vesting date, not the first date of hire. Allow Placer County to construct a tiered system that could apply to both current employees and future employees/retirees eliminating the requirement to be tied to the State annuitant formula, or allow Placer County to use the Schools' vesting formula (non-teaching tier system) as provided for under the government code.

Problem: 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 pay for the retiree premium contribution. Depending upon the option chosen to pay for the health insurance, this can cause an economic hardship to the agency providing benefits and 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 for active employees and retirees. Dependent on the negotiated benefit with bargaining units, Placer County and Deputy Sheriff Association have reached agreement on a new Placer County 'service credit only' vesting formula and are pursuing legislation for implementation.

Proposal 32: State Funding for Public Libraries

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.

Problem: State funding for public libraries has been severely reduced in the approved 2011-2012 State Budget. The State Budget reduces State funding for public libraries in half, to \$15.2M. This includes \$3M for the Public Library Fund, \$3.7M for the California Library Literacy and English Acquisition Service, and \$8.5M for the California Library Services Act. A "trigger" amendment attached to the budget would eliminate all state funding for public libraries, at midyear, if the State's revenue projections are not met. Funding for the California Civil Liberties Public Education Program and the California Newspaper Project administered, by the state library, would also be eliminated, which would bring the total midyear cut to \$15.9 million.

Proposal 33: PACE Support for mPOWER Placer

Support initiatives and financial opportunities that help implement a successful mPOWER Placer program. Support efforts to secure additional funding resources, and positively influence administrative and regulatory policies that impact mPOWER Placer. Placer County has made a significant investment in the development, implementation and administration of its PACE Program, mPOWER Placer. Avoiding burdensome and costly regulations allows the program to be more effective. Efforts to support initiatives and assist in securing financial opportunities that increase the economic, financial and social impacts of mPOWER Placer are of benefit to business, property owners and other citizens.

Problem: AB811 became effective in July of 2008. Since that time there have been financial, administrative and regulatory efforts aimed at PACE. Various state agencies have and continue to adopt policies affecting PACE. Some regulations and administrative requirements that have been adopted or proposed are so burdensome that they negatively affect the feasibility of the program.

PLACER COUNTY
2012 Legislative/Regulatory Platform
Part Three
FEDERAL PROPOSALS

Proposal 34: Placer Parkway Project

Seek and support federal funding for the Placer Parkway Project, 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.

Problem: 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 35: Preserve and Enhance Agricultural Lands and Open Space, Restore and Protect Natural Communities and Implement Watershed Protection Efforts through Placer Legacy and the Placer County Conservation Plan (PCCP)

Support legislation, rules, and funding that advance the objectives of the Placer Legacy program and the PCCP to protect open space and agricultural land in the County and to comply with the myriad of 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.

Problem: Even with the slowing of the housing market, 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, more open space and agricultural land

will be lost resulting in a decrease in biological diversity, agricultural production, scenic landscapes, outdoor recreational opportunities, and the general open character of the County's landscape.

Proposal 36: Biomass Utilization Strategy for Federal Lands and Greenhouse Gas Emissions

Support, oppose, or propose legislation and rules to ensure that 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 GHG reduction.

Problem: 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.

Proposal 37: Pest Detection Funding for Farm Bill Appropriations to California

Ensure that the 2012 Farm Bill continues to provide funding for "Plant Pest and Disease Management" at a level, at least, equivalent to the 2008 Farm Bill. And, support efforts to secure funds for "Early Pest Detection and Surveillance" activities. Continued funding will ensure that the Placer County Agriculture Department is able to continue providing current service levels during a time of reduced County General Fund support.

Problem: The Placer County Agriculture Department currently receives funding in the form of state contracts from the California Department of Food and Agriculture (CDFA) for pest detection and exclusion activities. Placer County also benefits from the services of the regional pest detection canine team that is funded by CDFA. CDFA's funding comes from the USDA via appropriations contained in the Federal Farm Bill. A reduction in this funding stream would directly impact the Placer County Agriculture Department's revenues and ability to prevent harmful pest infestations from becoming established in Placer County. 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 reduced.

Proposal 38: Animal and Plant Health Inspection Service (APHIS) Funding for California Wildlife Services

Support legislative and regulation that restores or enhance funding to the USDA/APHIS Wildlife Services Program in California to enhance service and reduce costs to counties. The Placer County Agricultural Commissioner has an MOU with the USDA Wildlife Services to provide

training and equipment to county staff. USDA Wildlife Services provides thousands of dollars for staff support and equipment. Continued funding will ensure Placer County continues to receive at least the same level of support currently needed.

Problem: 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 loss in support of Placer County programs and services to residents and businesses. In addition to reductions in county staff support, loss of funding would impact essential training and the use of specialized equipment the county would not otherwise have available.

Proposal 39: 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.

Problem: 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 40: 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. Support revisions to EPA and State Revolving Fund loan requirements to allow loans of up to 40 years for wastewater regionalization projects.

Problem: 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 41: The Placer County Regional Wastewater Project

Support funding and assistance in closing the Applegate, Sewer Maintenance District No. 1 and Auburn treatment plants and construct a pipeline connecting these systems to a new treatment

plant located in the City of Lincoln. Also, close the SMD 3 treatment plant and connect that system to Roseville. Consolidate treatment operations and provide water reclamation opportunities for agricultural and industrial uses near Lincoln.

Problem: Placer County must upgrade or replace several small aging wastewater treatment plants in order to meet discharge requirements enforced by the Regional Water Quality Control Board. Rate payers in Applegate, SMD No. 1 and Auburn fund all sewer operations. While more expensive from a capital perspective in the near term, regionalizing wastewater operations will be less expensive in the long term due to economies of scale.

Proposal 42: 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.

Problem: 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 without economic and other incentives. Currently, 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, making it infeasible to implement. For agencies to be able to help meet 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, such as tradable credits, could encourage and enable use of new, green technology at our facilities by providing a revenue stream, associated with environmental attributes, that is not currently available. Without incentives, such as diversion credits, renewable energy credits, and greenhouse gas emission credits, many green technologies will remain financially infeasible.

Proposal 43: Permitting and Regulatory Flexibility for Solid Waste, Water, and Wastewater Programs

Support legislation and/or permitting that would provide local agencies more control and flexibility to modify operations to best meet regulatory requirements. Oppose increased/more stringent regulatory requirements without use of scientific evidence. Optimally, regulations and permits should authorize agencies and operators to implement and/or modify operations or programs without the need to prepare, submit, and obtain permitting authority approval, as long as the changes comply with applicable regulations and are protective of water quality. Such flexibility could include the ability for wastewater operators to choose the best methods to meet effluent requirements and regulate what goes into the sewers, discretion for regulatory agencies to use science-based approaches in permitting facilities, and streamlining the existing permit process.

Problem: Current regulations and permits do not provide local agencies and operators opportunities for operational flexibility. Facility permits often include requirements that are not based on scientific evidence and do not allow for site-specific factors to be considered. 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. Without flexibility, agencies could face increased capital and operating costs that do not protect human health and the environment. Proposed legislation, revisions to the Sanitary Sewer System Waste Discharge Requirements, would further limit operational flexibility, be unnecessarily overly-burdensome and complex and would increase public responsibility for private infrastructure.

Proposal 44: Funding for Regional Public Safety Communications Network

Advocate for 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.

Problem: 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 45: Regional Criminal Justice Data Integration System

Advocate for funding by Placer County Criminal Justice and Law Enforcement Agencies (LEAs) along with the local Superior Court and the State of California Department of Justice (DOJ) for implementation of a comprehensive, multi-faceted data integration solution, referred to as "Apollo". Apollo will connect the disparate computer systems at various agencies via an "integration hub" located in the County seat, the existing common connection point. This "hub" will centrally house the business rules, automated workflows, interfaces, and pathways to each partnering system to provide the foundation for a secure, tightly integrated and more efficient criminal justice process. Connecting to an integration hub would provide countywide, city dispatch centers, and front-line officer enforcement the ability to 1) view Probation Terms and Conditions for probationers 2) enable an electronic version of a Case Disposition Form to be processed and routed between partnering LEAs, the DA, Superior Courts, and the DOJ 3) facilitate real-time bench warrant entry and data update exchange between Placer County and Superior Courts and 4) provide all Placer County LEAs the ability to view and update warrant records from the field with "attempt to serve" information including dates and address changes.

Problem: Regional criminal justice agencies currently use numerous, autonomous case or records management systems which allow only minimal data sharing and require manual and redundant tasks be performed in order to complete many processes. Combined, these issues cause added costs, outdated information complications, and compromised situational awareness in the field. The Apollo system would provide significant cost and time savings, as well as, quickly arm officers in the field with critical, decision making information. Funding, in the amount of, \$650,000 has already been secured for this project. An additional \$1.75M is requested to complete the project.

Proposal 46: Regional Public Safety System (RPSS)

Advocate for funding for this regionally based public safety system. Placer County Sheriff's Office and the cities of Roseville, Auburn, and Citrus Heights are collaborating to purchase and implement a fully integrated, multi-jurisdictional RPSS that will be the authoritative data source for all dispatch call information, criminal records, jail inmate information, and other critical business data. This data would, also, be shared with external partners: Placer County Revenue Services, District Attorney, Social Security Administration, Sacramento County, and the State of California Department of Justice. The new RPSS will enable divisions at each law enforcement agency to utilize the latest technology available for data entry and sharing, move information through the system efficiently, conduct operations across agencies, as well as utilize, fully-integrated CAD, Mobile, CMS, and RMS modules. The RPSS will increase overall system access, performance, and reliability and economically support and scale system architecture to meet growing demands.

Problem: The Placer County Sheriff's Office along with the City of Roseville and Auburn Police Departments are currently using a RPSS that supports law enforcement, fire, and emergency dispatch using a wide array of tools and data. Over the last decade, this system has undergone disruptive internal changes and exhibited increasingly prohibitive maintenance costs, as system functionality and reliability have simultaneously decreased. The County and Cities have successfully secured \$1.25M, as well as, a federal appropriation (\$383,000) awarded in 2009 to the City of Roseville. A remaining balance of \$1.25M is being requested for this regional project.

Proposal 47: Reauthorization of the Federal Surface Transportation Bill

Problem: The federal surface transportation bill, referred to as SAFETEA-LU (Safe, Accountable, Flexible, Efficient Transportation Equity Act) expired September 2009. The Federal government has passed a series of extensions while contemplating a new Federal Transportation Bill. Placer County receives over 85% of eligible transportation project costs from programs funded through SAFETEA-LU. 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.

Proposal 48: Federal Funding for Lake Tahoe Transit Operations

Problem: The Lake Tahoe Basin is not eligible for annual urbanized (5307) Federal Transit Administration (FTA) 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. Placer County is seeking federal recognition of the Lake Tahoe Basin as an urbanized area for the purposes of receiving FTA funding for transit operations.

Proposal 49: Support Federal Funding for the Kings Beach Commercial Core Improvement Project

Problem: 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 50: 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.

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

Proposal 51: Support Reauthorization and Funding of the Lake Tahoe Restoration Act

Problem: 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 renewed in 2011, but no funding was made available during the renewal process. 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 2011, to complete future restoration efforts in Placer County and other Lake Tahoe project-implementing jurisdictions.

Proposal 52: the 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 stormwater quality program implementation.

Problem: The SWRCB plans to adopt their proposed revisions to its Phase 2 General Permit in January 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 53: HR 2599 – PACE Assessment Protection Act of 2011

HR 2599 would prevent FNMA & FHLMC and FHFA as their conservator, or any other mortgage regulators, from taking actions that would inhibit the implementation of residential and non-residential PACE programs at the national level. Placer County has made a significant investment in the development, implementation and administration of its PACE Program, mPOWER Placer. This legislation would allow the County to pursue both its residential and non-residential PACE program unimpeded.

Problem: The FHFA has issued statements to the FNMA and FHLMC directing them to take certain measures on all mortgage financings and re-financings in jurisdictions where PACE assessment districts have been established regardless if a PACE lien has been placed on the subject property or not. This has effectively stopped all PACE implementation nationwide. Specifically in Placer County, the County's residential PACE program has been suspended. With a \$33 million commitment to PACE Financing, the mPOWER Placer program brings jobs, economic return in energy savings and energy independence to the property owners of Placer County.

Proposal 54: 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.

Problem: 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 55: Child Welfare Services and Foster Care Program Mandates

Support restoration of State funding reduction 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.

Problem: 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 has continued to reduce funding this year. This reduced funding threatens the health and safety of the 3,200 children and families touched by the County's Child Welfare Services system. 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 56: Continued Support for Federal CDBG and HOME Programs

Advocate for continued Federal funding support for Community Development Block Grant (CDBG) and the Home Investment Partnership Program (HOME). Placer County has used CDBG and HOME funds many times in recent years for economic development job creation projects, community revitalization and infrastructure improvements and affordable housing.

Problem: Federal debt reduction efforts may include the reduction or elimination of CDBG and HOME. The County anticipates the need to financially assist future economic development, community revitalization, public facilities and infrastructure, and affordable housing projects and programs. The loss of CDBG and HOME available funds would significantly diminish the County's ability to carry out needed projects and programs. Over the past five years Placer County has received and used more than \$10M in CDBG and HOME funds. A similar level of funding need is anticipated in the future.

Proposal 57: Continued Federal Support for Low Income Housing Tax Credits

Advocate for continued support for Federal Low Income Housing Tax Credits. 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. The Agency, in partnership with a different private developer, is seeking award of tax credits for the Quartz Ridge Family Housing Project in Bowman.

Problem: 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 tools 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.

Administering Agency: Placer County Executive Office

Contract No. _____

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

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of January 1, 2012, 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 CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

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

10. **INSURANCE:**

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

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

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

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

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 CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

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

- B. One of the following forms is required:
 - (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
- C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

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

- D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:
 - (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

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

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

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 Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

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) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement,

Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

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

16. **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.

17. **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.

18. **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.

19. **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.

20. **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, Photostating, 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.

21. **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.*

22. **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.

23. **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.

24. **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.
25. **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.
26. **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

CONSULTANT:

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: Robert Weygandt
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 (\$136,800.00) 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

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of January 1, 2012, 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 CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

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

10. **INSURANCE:**

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

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

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

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

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 CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

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

B. One of the following forms is required:

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

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

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

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

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

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

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

E. Special Claims Made Policy Form Provisions:

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

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

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) aggregate for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

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

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 Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-

insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

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

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) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement,

Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

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

16. **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.

17. **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.

18. **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.

19. **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.

20. **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, Photostating, 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.

21. **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.

22. **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.

23. **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.

24. **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.
25. **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.
26. **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: Robert Weygandt
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 (\$44,090.00) 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.