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Samir Sheikh
Executive Director
Air Pollution Control Officer

Northern Region Office
4800 Enterprise Way
Modesto, CA 95356-8718
(209) 557-6400 • FAX (209) 557-6475

Central Region Office
1990 East Gettysburg Avenue
Fresno, CA 93726-0244
(559) 230-6000 • FAX (559) 230-6061

Southern Region Office
34946 Flyover Court
Bakersfield, CA 93308-9725
(661) 392-5500 • FAX (661) 392-5585

DATE: August 19, 2021
TO: SJVUAPCD Governing Board
FROM: Samir Sheikh, Executive Director/APCO
Project Coordinator: Tom Jordan



RE: **ITEM NUMBER 25: APPROVE AGREEMENT WITH CJ LAKE, LLC FOR FEDERAL LEGISLATIVE ADVOCACY FOR AN AMOUNT NOT TO EXCEED \$93,708**

RECOMMENDATION:

Approve the attached agreement with CJ Lake, LLC for federal legislative advocacy with an effective date of September 1, 2021, for an amount not to exceed \$93,708.

BACKGROUND:

Since December 2006, the District has been represented by a federal lobbyist in Washington D.C. in its efforts to obtain federal resources for emission reduction incentive programs and policy changes to improve air quality in the San Joaquin Valley. CJ Lake currently advocates on behalf of the District on federal legislation and policy.

To date, working with our congressional delegation, the District has secured over \$145 million to fund diesel emission reductions through the Environmental Protection Agency budget, over \$200 million in air quality funding for non-attainment areas in the Farm Bill, funding for air quality monitors, and funding for Valley-specific air quality research to guide development of the District's air quality management strategies. Additionally, the District has been successful in educating federal agencies about the Valley's air quality challenges and helping to develop federal policies and programs that are more responsive to the Valley's needs.

Over the past year, the District in conjunction with CJ Lake has been very active in advocating on the District's behalf. During this period,

the District has continued to work to secure full EPA approval of the District's PM2.5 plans, pursued opportunities for more effective and efficient implementation of federal Clean Air Act mandates that will serve to expedite air quality improvements and protect public health, successfully advocated for increases of incentive funding through the Diesel Emission Reduction Act and the Targeted Airshed programs, advocated for appropriate federal standards for light, medium, and heavy-duty vehicles, advocated for special districts eligibility for COVID relief funding, and pursued enhanced forest management resources and practices to reduce the air quality impact associated with wildfires.

During the coming year, CJ Lake will represent the District on a number of other federal legislative and policy issues that impact air quality, as included in your Board approved Legislative Platform:

- Work with administrative branch including EPA to advance streamlined and efficient implementation of the Clean Air Act mandates
- Obtain federal resources in the form of grants and air quality incentives to allow the District to meet the aggressive air quality attainment timelines established by the Clean Air Act.
- Support adequate resources and policies to reduce the impact of wildfires and their attendant public health impact.
- Advocating for the continuation of air quality funding in the Farm Bill and through sustainable agriculture initiatives.
- Advocating for full funding of the Environmental Protection Agency's Diesel Emission Reduction and Targeted Airshed Grant Programs, which provide incentive funding for diesel emission reduction projects.
- Support the establishment of appropriate federal standards for light, medium, and heavy-duty vehicles.
- Secure full EPA approval of the District's PM2.5 plans.
- Seeking federal resources for alternatives to agricultural burning including for the support of biomass power plants and the development of new technologies for the beneficial utilization of agricultural waste material.

Approval of this item will allow CJ Lake to continue their efforts on behalf of the District.

FISCAL IMPACT:

The contracted amount of the agreement is for an amount not to exceed \$93,708 and remains unchanged from 2020-21. The District's 2021-22 Budget contains sufficient appropriations for this agreement; therefore no modification to the Adopted Budget is necessary.

Attachment: CJ Lake Agreement (9 pages)

San Joaquin Valley Unified Air Pollution Control District
Governing Board Meeting
August 19, 2021

**APPROVE AGREEMENT WITH CJ LAKE, LLC FOR FEDERAL
LEGISLATIVE ADVOCACY FOR AN AMOUNT NOT TO EXCEED
\$93,708**

Attachment A:

CJ LAKE AGREEMENT
(9 pages)

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AGREEMENT FOR SPECIALIZED LEGAL SERVICES

This Agreement is made and entered into this 19th day of August, 2021, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, hereinafter referred to as "District" and CJ LAKE, LLC, hereinafter referred to as "Attorney;"

WITNESSETH:

WHEREAS, the District has need for specialized legal services of an attorney with expertise in government relations to advise the District and to represent the District in encouraging reasonable implementation of National Ambient Air Quality Standards, seeking appropriations from Congress to fund the retrofit, scrapping, and replacement of mobile source equipment in a timeframe to allow the valley to reach Clean Air Act attainment timelines, pursue policy initiatives with the Environmental Protection Agency, ensure that air quality projects receive a higher priority in the federal transportation bill and that local air agencies have a greater role in determining how air quality resources are allocated, and support policies and initiatives that would encourage rapid disposal of the fuel supply in the National Forest and National Parks.

WHEREAS, Attorney represents that Attorney is specially trained, experienced, and has such expertise;

WHEREAS, the District reasonably relies upon such representations of Attorney, and therefore desires to reduce the understanding of the parties to a formal memorandum; and

WHEREAS, such specialized legal services are not otherwise presently available to the District.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein contained, the parties hereto agree as follows:

1. CONTRACTING OF SERVICES

The District shall employ Attorney as an independent contractor to represent the District as its legislative advocate in the following matters:

- Reasonable Implementation of National Ambient Air Quality Standards.

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- Advance the District's "health-risk based" approach to provide for a more reasonable implementation of National Ambient Air Quality Standards by prioritizing public health.
- Obtain federal resources in the form of grants and air quality incentives to allow the District to meet the aggressive air quality attainment timelines established by the Clean Air Act.
- Support the establishment of appropriate federal standards for light, medium, and heavy-duty vehicles.
- Ensure that air quality projects receive a higher priority in the federal transportation bill and that local air agencies have a greater role in determining how air quality resources are allocated.
- Support legislation that preserves and increases funding for air quality incentive programs.
- Support policies and initiatives that would encourage rapid disposal of the fuel supply in the National Forest and National Parks.
- Seek funding and other support from the Environmental Protection Agency to install and operate additional air quality monitoring instruments throughout the San Joaquin Valley.
- Support efforts that provide for cost-effective alternatives to agricultural burning including subsidies and/or preferential utility rates for power produced from biomass and additional research to identify other technology and economically feasible alternatives.
- Support the continuation of air quality funding in the Farm Bill that is designed to accelerate the replacement of agricultural equipment.
- Support the inclusion of agricultural sustainability funding in the Farm Bill
- Support energy efficiency/alternative energy policies and initiatives that will result in emissions reductions and cost effective alternatives to burning agricultural waste.
- Develop a funding strategy; working with key congressional sponsors of the

- 1 District's appropriations requests.
- 2 • Develop, in conjunction with District staff, written materials for distribution to key
 - 3 congressional and agency staff regarding the funding needs of the District.
 - 4 • Assist in developing testimony, as necessary, for submission to key congressional
 - 5 appropriation subcommittees.
 - 6 • Arrange congressional and agency visits for the District, including the potential for
 - 7 “virtual” meetings using video teleconferencing systems.
 - 8 • Seek agency budget requests for incentive program monies.
 - 9 • Develop support from other industry and government groups, as necessary.
 - 10 • Maintain contact with key appropriations staff persons regarding appropriations
 - 11 requests.

12 These activities shall be provided through the services of key attorney Lynn
13 Jacquez, and such other partners, associates, paralegals, and subcontractors employed
14 by said firm as Attorney deems necessary. It is understood that Attorney may not replace
15 the aforementioned key attorney without the express, written approval of the District or its
16 designee. In case of death, illness, or incapacity of the key attorney, Attorney shall provide
17 a replacement of at least equal professional ability and experience as the key attorney
18 replaced, subject to the express, written approval of the District or its designee.

19 Primary contacts for the District under this Agreement shall be Samir Sheikh,
20 Executive Director/APCO and Tom Jordan, Senior Policy Advisor. Attorney will consult
21 these contacts regularly and keep them fully apprised of significant developments as the
22 government relations effort proceeds.

23 **2. PERFORMANCE BY ATTORNEY**

24 Attorney agrees to avoid any unnecessary or duplicative efforts on the part of
25 Attorney and Attorney’s staff in the performance of services for the District.

26 In performance of the legal services identified in this Agreement, Attorney shall
27 provide only those services which are necessary to carry out such work in an efficient and
28 effective manner.

1 **3. COMPENSATION OF ATTORNEY**

2 District shall be obligated to compensate Attorney pursuant to the terms and
3 conditions of this Agreement only for the performance of those legal services, to the
4 reasonable satisfaction of the District, identified in this Agreement which are performed on
5 or after September 1, 2021.

6 It is understood that the District shall not be obligated to compensate Attorney for
7 any work, services, or functions performed by Attorney which do not arise directly from the
8 performance of the legal services tasks identified in this Agreement.

9 A. Attorney Fees

10 District agrees to pay and Attorney agrees to accept as full compensation for
11 performance of legal services the sum of Seven Thousand Eight Hundred and Nine
12 Dollars (\$7,809.00) per month.

13 The total amount of this contract shall be a maximum of Ninety Three Thousand
14 Seven Hundred and Eight Dollars (\$93,708). Additional expenditures must be expressly
15 authorized by the District through an amendment to this Agreement; however, should the
16 District require Attorney to travel the District will reimburse Attorney based upon the
17 procedures and amounts identified in the Section 13 of the District Administrative Code.
18 Such reimbursement shall be in addition to the contracted amount.

19 Attorney shall maintain accurate time records. The District shall be billed monthly.
20 The attorneys assigned to the District's matters may confer among themselves about the
21 matters herein, as required.

22 B. Payment

23 Payment for services shall be made by the District within thirty (30) days after
24 Attorney's submission of a valid itemized invoice by Attorney to the District and approval
25 thereon in accordance with procedures established by the District.

26 C. Invoicing

27 Attorney shall present the District a bill monthly, in arrears, no later than the tenth
28 (10th) of the month following the month services were rendered. Such invoices shall have

1 sufficient itemization and detail as may be required by District. Attorney shall keep
2 complete records showing the hours worked, together with all out-of-pocket costs, charges
3 and expenses applicable to the work provided under this Agreement. The district fiscal
4 officer, or his/her duly authorized representative, shall be given reasonable access to all
5 of these records for the purposes of audit of this Agreement.

6 **4. TERM OF AGREEMENT**

7 This Agreement shall be effective from September 1, 2021 to August 31, 2022.
8 Either party may terminate this Agreement at any time, either in whole or in part. However,
9 if Attorney elects to terminate, the District's rights under any pending activity or hearing
10 which may arise from Attorney's services hereunder shall not be prejudiced due to such
11 termination. Attorney shall be paid for all services performed pursuant to the terms and
12 conditions of this Agreement, to the date of termination, which are performed to the
13 reasonable satisfaction of the District.

14 **5. NON-ALLOCATION OF FUNDS**

15 The terms of this Agreement and the services to be provided thereunder are
16 contingent on the approval of funds by the appropriating government agency. Should
17 sufficient funds not be allocated, the services provided may be modified or this Agreement
18 terminated at any time by giving Attorney thirty (30) days' prior written notice.

19 **6. INDEPENDENT CONTRACTOR**

20 In performance of the work, duties, and obligations assumed by Attorney under this
21 Agreement, it is mutually understood and agreed that Attorney, including any and all of
22 Attorney's officers, agents, and employees will at all times be acting and performing as an
23 independent contractor, and shall act in an independent capacity and not as an officer,
24 agent, servant, employee, joint venturer, partner, or associate of the District.

25 Furthermore, the District shall have no right to control or supervise or direct the
26 manner or method by which Attorney shall perform this Agreement, except that the District
27 may review the work of Attorney so as to verify that Attorney is performing its obligations
28 in accordance with the terms and conditions thereof. Attorney and the District shall comply

1 with all applicable provisions of law and the rules and regulations, if any, of governmental
2 authorities having jurisdiction over matters the subject thereof.

3 Because of its status as an independent contractor, Attorney shall have absolutely
4 no right to employment rights and benefits available to District employees. Attorney shall
5 be solely liable and responsible for providing to, or on behalf of, its employees all legally-
6 required employment benefits. In addition, Attorney shall be solely responsible and save
7 the District harmless from all matters relating to payment of Attorney's employees,
8 including compliance with Social Security, withholding, and all other regulations governing
9 such matters. It is acknowledged that during the term of this Agreement, Attorney may be
10 providing services to others unrelated to the District or to this Agreement.

11 **7. CONFLICT OF INTEREST**

12 Given the scope of the Attorney's business and representations, it is possible
13 that some present or future clients may have matters somehow adverse to the District
14 while the Attorney is representing the District. The Attorney understands that the District
15 has no objection to the Attorney's representation of parties with interests adverse to the
16 District's interests and waives any actual or potential conflict of interest as long as those
17 other engagements are not substantially related to the Attorney's services to the District.

18 The Attorney agrees, however, that the District's consent to, and waiver of, such
19 representation shall not apply in any instance where, as a result of Attorney's
20 representation of the District, Attorney has obtained proprietary or other confidential
21 information of a non-public nature, that, if known to such other party represented by the
22 Attorney, could be used in any such other matter by such party to the client's material
23 disadvantage or potential material disadvantage. By agreeing to this limited waiver of
24 any claim of conflicts as to matters unrelated to the subject matter of the Attorney's
25 services to the District, the District also agrees that the Attorney is not obliged to notify
26 the District when it undertakes such matter that may be adverse to the District.

27 Similarly, new lawyers and professionals periodically join the Firm. These
28 lawyers and professionals may have represented parties adverse to the District while

1 employed by other law firms or organizations. The Attorney assumes consistent with
2 ethical standards, that the district has no objection the Attorney continuing to
3 representation of the District notwithstanding the prior representations of any new
4 lawyers or professionals who join the Firm.

5 **8. HOLD HARMLESS**

6 Attorney shall hold the District, its officers, and employees harmless and
7 indemnify and defend District, its officers, and employees against payment of any and
8 all costs and expenses, claims, suits, losses, damages, and liability arising from or
9 arising out of any negligent or wrongful acts of omissions of Attorney, or its officers,
10 agents, or employees in performing or failing to perform the services provided herein.

11 **9. INSURANCE**

12 Attorney shall maintain in force during the term of this Agreement a policy of
13 professional liability insurance with limits in amounts acceptable to the District.

14 **10. NOTICES**

15 Notice shall be given to the parties at their respective addresses hereinbelow set
16 forth, unless another address has been designated by such party in the same manner as
17 notices are given hereunder, by first class United States Mail, postage prepaid:

18 **District**

19 Samir Sheikh
20 Executive Director/APCO
21 San Joaquin Valley Unified Air Pollution Control District
22 1990 E. Gettysburg Avenue
23 Fresno, California 93726

24 **Attorney**

25 Lynn Jacquez
26 CJ Lake, LLC
27 525 9th Street, NW, Suite 800
28 Washington, D.C. 20004

11. **BINDING UPON SUCCESSORS**

26 This Agreement, shall be binding upon the District and Attorney or their
27 successors, executors, administrators, legal representative, and assigns with respect to
28 all covenants and conditions set forth. Neither party shall assign, transfer, or

1 subcontract this Agreement nor its rights or duties hereunder without the written consent
2 of the other.

3 **12. AMENDMENTS**

4 This Agreement may only be amended in writing signed by the parties hereto.

5 **13. ENTIRE AGREEMENT**

6 This Agreement constitutes the entire agreement between the District and
7 Attorney with respect to the specialized legal services to be provided herein and
8 supersedes any previous misunderstanding or agreement concerning the subject
9 matter hereof, negotiations, proposals, commitments, writings, or understandings of any
10 nature whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written through their respective duly-appointed and authorized representatives.

ATTORNEY

CJ LAKE, LLC

By *Lyn Jacques*
270145144
Tax I.D. No.

DISTRICT

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT

By _____
Craig Pedersen, Chair

Recommended for Approval:
SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT

Samir Sheikh
Executive Director/APCO

For accounting use only:

Fund: 100

Account No: 6660

Dept: 10-11

Approved as to accounting form:
SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT

Mehri Barati
Director of Administrative Services

Approved as to legal form:
SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT

Annette Ballatore
District Counsel