

Joint Powers Agreement (JPA)
Between Tahoe Truckee Unified School District, Tahoe Forest Hospital District, Truckee Tahoe Airport District and Truckee Donner Public Utility District

Term Sheet

RECITALS

The JPA is based upon the following:

The Member Agencies, desirous of improving the quality and level of workforce housing available for their employees through the sharing of resources and expertise hereby establish a Joint Powers Authority entitled the Truckee Tahoe Workforce Housing Agency.

1. PURPOSE

The purpose of the JPA is to support and promote the development of workforce housing for Member Agencies within the boundaries of the Member Agency jurisdictions. The JPA may acquire, develop or contract for workforce housing for Member Agencies and support housing programs that provide workforce housing to Member Agency employees.

2. DEFINITIONS

A list of Defined Terms in this Agreement will be developed and included in the Final JPA Agreement.

3. ESTABLISHMENT OF THE JPA

3.1 Separate Legal Entity. The JPA, as a joint powers authority is a separate entity from the Member Agencies and is responsible for the administration of this Agreement.

3.2 Filing of Notices with Secretary of State and County Clerk. Within thirty (30) days after the effective date of this Agreement, the JPA shall cause a notice of this Agreement to be prepared and filed with the office of the California Secretary of State and the State Controller containing the information required by California Government Code Section 6503.5.

Within seventy (70) days after the effective date of this Agreement, the JPA shall cause a statement of the information concerning the JPA, required by California Government Code Section 53051, to be filed with the office of the California Secretary of State, the El Dorado County County Clerk, the El Dorado County Local Agency Formation Commission (LAFCO), the Placer County County Clerk, the Placer County LAFCO, the Nevada County County Clerk and the Nevada County LAFCO stating the facts required to be stated pursuant to subdivision (a) of Government Code Section 53051.

4. TERM

The Agreement shall become effective when all Member Agencies have executed the Agreement. The Agreement will be effective until dissolved through procedures outlined in this document.

5. POWERS AND OBLIGATIONS OF AUTHORITY

5.1 General Powers. The JPA shall have the power in its own name to exercise any and all common powers of its Member Agencies and such additional powers accorded to it by law reasonably related to the purposes of the JPA, including, but not limited to, the powers to:

- a. Acquire, lease, construct, own, manage, maintain, dispose of or operate (subject to the limitations herein) any buildings, works or improvements within the boundaries of the Member Agencies deemed necessary by the Board to provide workforce housing on or off Member Agency properties;
- b. Acquire, hold, manage, maintain, or dispose of any other property within the boundaries of the Member Agencies by any lawful means, including without limitation gift, purchase, lease, lease-purchase, license, eminent domain or sale to support the development of workforce housing for Member Agencies;
- c. Develop programs that provide member agency employees the ability to acquire housing or access affordable rental housing that may not be owned or operated by the JPA;
- d. Seek, receive and administer funding from any available public, non-profit, foundation or private source, including grants or loans under any available Federal, State and local programs for assistance in achieving the purpose of the JPA;
- e. Make and enter into other contracts;
- f. Employ agents, officers and employees;
- g. Incur all authorized debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation, bonds authorized pursuant to the Mello-Roos Local Bond Pooling Act of 1985, California Government Code Sections 6584 et seq. (as it now exists or may hereafter be amended) or any other legal authority common to the Members or granted to the JPA and such other evidences of indebtedness, subject to the limitations herein to accomplish the stated purposes and objectives of the JPA;
- h. Receive gifts, contributions and donations of property, funds, services and other forms of financial or other assistance from any persons, firms, corporations or governmental entities;
- i. Sue and be sued in its own name;

j. Seek the adoption or defeat of any Federal, State or local legislation or regulation necessary or desirable to accomplish the stated purposes and objectives of the JPA;

k. Adopt rules, regulations, policies, bylaws and procedures governing the operation of the JPA;

l. To invest money pursuant to California Government Code Section 6505.5 that is not required for the immediate necessities of the JPA, as the JPA determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code as it now exists or may hereafter be amended;

m. Carry out and enforce all the provisions of this Agreement; and

n. Exercise all other powers not specifically mentioned herein, but common to Member Agencies, and authorized by California Government Code Section 6508 as it now exists or may hereafter be amended.

5.2 Specific Powers and Obligations. The JPA shall have the power in its own name to exercise the following specific powers and obligations to:

a. Conduct an audit of the records and accounts of the JPA annually by an independent certified public accountant and copies of such audit report shall be filed with the State Controller, the County Auditor, and shall be provided to the Member Agencies no later than fifteen (15) days after receipt of such audit reports by the JPA.

b. Use any statutory power available to it for issuance and sale of any revenue bonds or other evidences of indebtedness necessary or desirable to finance the exercise of any power of the JPA.

c. The debts, liabilities and obligations of the JPA shall not be the debts, liabilities and obligations of the Member Agencies but only of the JPA; and

d. Defend, hold harmless and indemnify, to the fullest extent permitted by law, each Member Agency from any liability, claims, suits or other actions.

6. BOARD OF DIRECTORS

6.1 JPA Governing Board. The JPA shall be governed by a Board of Directors consisting of one (1) voting representative and one (1) alternate from each Member Agency. Alternate shall serve in the absence of the Board Member for the agency they represent. Alternates have no voting power other than when serving for an absent Board Member.

6.2 Qualifications. JPA Board members shall be the chief executive officer or general manager of the Member Agency or that official's designee.

6.3 Board Officers. The Board shall annually select one of its members to serve as Chair and one member as Vice Chair.

a. If the Chair is unable to continue serving on the Board, then the Vice-Chair shall become Chair. A new Vice Chair will then be selected from another Member Agency.

b. If the Vice Chair is unable to continue serving on the Board, a new Vice Chair will be selected.

c. The Chair shall preside over all meetings of the Board and perform such other duties as may be imposed by the Board in accordance with law and this Agreement.

d. The Vice-Chair shall preside over all meetings of the Board in the Chair's absence and perform such other duties as may be imposed by the Board in accordance with law and this Agreement when the Chair is absent.

6.4 Additional Officers and Consultants. The Board may appoint any additional officers deemed necessary or desirable. The Board may also retain such consultants or independent contractors as may be deemed necessary.

6.5 Bonding Requirements. The officers or persons designated to have charge of, handle, or have access to any funds or property of the JPA shall be so designated and empowered by the Board. Each such officer or person may be required to file an official bond with the JPA in an amount established by the Board.

6.6 Subcommittees. The Board may create permanent or ad hoc subcommittees to give advice to the Board on such matters as may be referred to such subcommittee by the Board.

6.7 Meetings. The Board shall hold publicly noticed meetings. The Board shall meet no less than two times per year. Meetings shall be conducted and noticed in accordance with the provisions of the Ralph M. Brown Act.

6.8 Quorum. Three Board Members shall constitute a quorum for transaction of JPA business.

6.9 Voting. All voting powers of the JPA shall reside in the Board.

6.10 Required Votes for Board Actions. Any action of the Board shall require an affirmative vote of a majority of the Directors on the entire Board, except the following actions shall require a unanimous vote of the Board:

- a. Adding new member agencies.
- b. Issuing bonds or other forms of indebtedness.
- c. Approving commencement of eminent domain.
- d. Termination of this Agreement and dissolution of JPA.

6.11 Approval of Annual Budget. Prior to April 1 each year, the designated Manager shall prepare and present a proposed budget to the Board for its review and approval. Prior to July 1 of each year, the Board shall approve the final budget for the following fiscal year.

6.12 Rules. The Board may adopt from time to time such bylaws, rules, and regulations for the conduct of meetings of the Board and of the affairs of the JPA.

6.13 Minutes. The Secretary shall cause minutes of all meetings of the Board to be drafted. Upon approval by the Board, such minutes shall become a part of the official records of the JPA.

6.14 Conflicts of Interest.

a. California Political Reform Act. Board members shall be considered “public officials” within the meaning of the California Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest and other requirements of such Act.

b. Levine Act. Board members are “officials” within the meaning of California Government Code Section 84308 (the “Levine Act”) and subject to the restrictions of such act on the acceptance, solicitation or direction of contributions.

6.15 Dispute Resolution. Should any dispute among the Member Agencies arise out of this Agreement and should the Member Agencies be unable to resolve the dispute, the Member Agencies shall, at the written request of any Member Agency, meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator.

7. POWERS AND DUTIES OF GOVERNING BOARD

7.1 Powers and Duties. Describes the powers and duties of the Board of Directors. Examples of powers include:

- a. Review and recommend an annual budget to the Member Agencies for approval;
- b. Make and enter into contracts or sub-contracts;
- c. Incur debt, liabilities and obligations on behalf of the JPA as authorized by law;
- d. Invest JPA funds pursuant to the investment policy of the JPA;
- e. Appoint the Treasurer to have custody over all JPA funds (may be Treasurer of one of member agencies);
- f. Receive contributions, donations or grants of property, funds, services, or other forms of assistance from any source;

- g. Coordinate JPA activities with other Joint Powers Authorities or public agencies established for similar purposes in pursuing the common purposes set forth above;
- h. Appoint a Legal Advisor for the JPA;
- i. Appoint, suspend and or terminate the Manager or enter into and terminate agreements for Management Services; and
- j. Appoint Secretary.

8. OPERATIONS AND FACILITIES

8.1 Principal Office. The principal physical office of the JPA shall be established by Board resolution at one of the Member Agencies offices or at another suitable location.

8.2 Assumption of Responsibilities by the JPA. As soon as practicable after the effective date of this Agreement, a notice of an organizational meeting of the Board shall be published. During the first meeting the Board shall designate a Manager or engage Management Services.

8.3 Delegation of Authority; Transfer of Records, Accounts, Funds and Property. The JPA shall establish procedures by which it may receive the transfer of records, accounts, funds or property from Member Agencies or other entities.

8.4 Use of JPA Facilities. Prior to the development or acquisition of any property by the JPA a specific program designating the access to residential units by member agencies shall be established. The access to units shall be established in an equitable manner (e.g. proportional to the value of assets contributed to the development).

9. EMPLOYEE RELATIONS

9.1 Status of Employees of the JPA. If the JPA hires employees, none of the employees of the JPA shall be deemed to be employed by any Member Agency or to be subject to any of the requirements of such Member Agency by reason of their employment by the JPA.

9.2 Employee Relations. If the JPA hires employees, the Board shall maintain Employer-Employee Relations Procedures and Personnel Rules and Regulations applicable to the JPA.

10. MANAGER OF THE JPA

10.1 Powers and Duties. The JPA Board shall appoint a Manager or acquire Management Services. The Manager may be an employee of the JPA, a staff person of one of the Member Agencies, a consultant, an independent contractor, an employee of another entity who can perform the responsibilities and duties described in this section JPA. The Manager shall have the following powers, responsibilities and duties:

- a. Planning, coordinating and supervising the operation of the JPA on a day-to-day basis to ensure that the policies and direction of the Board are implemented operationally and administratively.
- b. Making recommendations to the Board regarding the operations of the JPA.
- c. If the JPA hires employees, supervising and managing the JPA personnel.
- d. If the JPA hires employees, hiring, promoting, demoting, imposing disciplinary action and/or terminating employees of the JPA.
- e. If the JPA hires employees, coordinating and supervising all training of JPA employees.
- f. Establishing policies and procedures for the JPA in order to implement directives from the Board.
- g. Preparing the annual budget for submission to the Board.

11. INSURANCE AND LIABILITY

11.1 Insurance Coverage. The JPA shall be responsible for obtaining insurance coverage for its activities, as the Board deems appropriate.

11.2 Limitation on Liability. No debt, liability, or obligation of the JPA shall constitute a debt, liability or obligation of any Member Agency. Except as expressly authorized by the Member Agencies, no Member Agency shall be responsible for the acts and omissions of another Member Agency's officers or employees nor shall a Member Agency incur any liabilities arising out of the services and activities of another Member Agency's officers or employees.

12. ADDITION OF MEMBER AGENCIES

The addition of other agencies to the JPA shall require the unanimous consent of the Board. Recognizing the effort of the original Member Agencies to establish the JPA, the Board may require a financial contribution to become a member of the JPA.

13. ALLOCATION OF HOUSING UNITS IN JPA PROJECTS AMONG MEMBER AGENCIES

Prior to the acquisition of housing units in a Project, the Member Agencies shall determine the investment of each Member Agency into the Project. The number of housing units allocated to each Member Agency from the project shall be proportional to the Member Agency's investment in the Project. Member Agencies shall not be required to participate in every JPA project in accordance with procedures set forth in the Agreement.

14. OFFER OF HOUSING UNITS IN JPA PROJECTS TO NON-MEMBER AGENCIES

In the event a JPA Project contains more housing units than are required by Member Agencies, those additional units may be offered to non-member agencies. The agreement between JPA and non-member agencies shall attempt to fully recover costs incurred by the JPA to create the unit.

15. MAINTENANCE AND OPERATION COSTS: COST ALLOCATION

15.1 Records and Accounts. The JPA shall cause to be kept accurate and correct books of account, showing capital costs (if any), special services costs, and maintenance and operation costs of the JPA. The aforementioned described books and records shall be open to inspection at all times during normal business hours by Member Agencies. The Treasurer shall cause all financial records of the JPA to be audited by an independent public accountant or certified public accountant at least once a fiscal year and a copy of the audit to be delivered promptly to each Member Agency.

15.2 Allocation of Operating Expenses. A proposed allocation of the first year seed funding among the Member Agencies is currently being discussed among the staffs. The proposed allocation of costs among the Member Agencies will be presented to the four boards when the boards consider approval of the JPA formation documents. After housing units have been secured by the JPA, operating costs shall be distributed in proportion to the total number of JPA housing units allocated to each Member Agency at the beginning of the prior fiscal year.

16. WITHDRAWAL OF A MEMBER AGENCY FROM THE JOINT POWERS AUTHORITY

A Member Agency may withdraw from this Agreement by filing written notice of intention to do so with the other Member Agencies at least twenty-four (24) months in advance of the intended withdrawal date. This section may not be executed prior to July 1, 2023. The withdrawal of any Member Agency shall not terminate this Agreement provided at least two (2) Member Agencies remain. Withdrawal shall not relieve the Member Agency from any financial commitments associated with individual workforce housing projects that the withdrawing member agreed to participate in prior to the effective date of the withdrawal.

17. DISPOSITION OF ASSETS UPON WITHDRAWAL OF A MEMBER AGENCY

The withdrawal of any Member Agency shall not terminate this Agreement provided at least two (2) Member Agencies remain. No Member Agency, by withdrawing, shall, except as may be agreed to by the remaining Member Agencies, be entitled to payment or return of funds paid or property donated, if any, by the withdrawing Member Agency to the JPA or to any distribution of its assets.

18. TERMINATION; DISSOLUTION AND DISPOSITION OF ASSETS

This Agreement may be terminated and the JPA dissolved upon the consent of all Member Agencies. Upon termination of this Agreement and dissolution of the JPA, property owned by the Member Agencies shall be disposed of by the JPA. JPA funds shall first be used to pay

expenses, debts, liabilities and obligations of the JPA and then allocated based upon the funding formula then current under Section 15.2 above.

19. CAPITAL ASSETS

Capital assets of Member Agencies may be transferred to the JPA according to the disposition rules of the Member Agencies.

20. CONTRIBUTIONS AND ADVANCES

Pursuant to Government Code Section 6504, the Member Agencies may in their discretion make financial contributions, loans or advances to the JPA for the purposes of the JPA set forth in this Agreement. The repayment of such contribution, loans or advances will be on the written terms agreed to by the Member Agency making the contribution, loan or advance and the JPA.

21. LIMITATIONS ON POWERS

As required by Government Code Section 6509, the power of the JPA is subject to the restrictions upon the manner of exercising power possessed by Tahoe Truckee Airport District.

22. AMENDMENT

This Agreement may be amended by a majority vote of the entire Board provided that notice of the proposed amendment is provided to the governing bodies of each of the Member Agencies at least 30 days in advance of its consideration by the Board.

23. NOTICE

Any notice required to be given or delivered by any provision of this Agreement shall be personally delivered or deposited in the U.S. Mail, registered or certified, postage prepaid, addressed to the Member Agencies at their addresses as reflected in the records of the JPA, and shall be deemed to have been received by the Member Agencies to which the same is addressed upon the earlier of receipt or seventy-two (72) hours after mailing.

24. SEVERABILITY

If a provision of the Agreement is found to be illegal or unenforceable, the validity of the remaining portions or provisions shall not be affected.

25. SUCCESSORS

This Agreement shall be binding upon and accrue to the benefit of any successor of a Member Agency.

26. ASSIGNMENT AND DELEGATION

No Member Agency may assign any rights or delegate any duties under this Agreement without the written consent of all other Member Agencies.

27. COUNTERPARTS

This Agreement may be executed in one (1) or more counterparts.

28. INTEGRATION

This Agreement represents the full and entire Agreement among the Members.

29. EXECUTION

The legislative bodies of the Members have each authorized execution of this Agreement, as evidenced by the respective signatures attested below.

Signature Blocks shall be included in the Final JPA Agreement.