

**A JOINT EXERCISE OF POWERS AGREEMENT
CREATING THE
TRUCKEE TAHOE WORKFORCE HOUSING AGENCY**

This Joint Exercise of Powers Agreement (“Agreement”), effective as of _____, 2019, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 *et seq.*) of the Government Code relating to the joint exercise of powers among the public agencies listed in Exhibit A (collectively, “Members”). The term “Members” shall also include any public agencies added to this Agreement in accordance with Section 5.1.

RECITALS

WHEREAS, the Members are California public agencies authorized and empowered to contract for the joint exercise of powers and to jointly exercise any power common to them under the Joint Exercise of Powers Act, Government Code Section 6500 *et seq.*; and

WHEREAS, there is a significant shortage of workforce housing available in the Truckee Tahoe region, which has affected the Members’ ability to recruit, hire, and retain qualified employees and to reliably serve the community; and

WHEREAS, there is a demonstrated need for the Members to share resources and expertise in order to more efficiently and effectively address the housing shortage and its impacts on Members’ employees; and

WHEREAS, the Members possess common powers to promote and support workforce housing for their employees, including but not limited to the powers to acquire, lease, manage, and dispose of real property, provide compensation and benefits to their employees, and ensure that the Members have an available workforce to provide their services and programs; and

WHEREAS, the Members wish to jointly exercise their common powers to address the shared challenge of a lack of adequate workforce housing, and to establish a separate public agency, known as the Truckee Tahoe Workforce Housing Agency, under the provisions of the Joint Exercise of Powers Act in order to collectively support, acquire, develop, construct, or contract for workforce housing for their employees; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises herein set forth, the Members agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 “Agency” means the Truckee Tahoe Workforce Housing Agency.

1.2 “Agency Documents” means documents duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Agency, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

1.3 “Agreement” means this Joint Exercise of Powers Agreement establishing the Agency.

1.4 “Board” means the Board of Directors of the Agency.

1.5 “Director” means a member of the Board of Directors representing a Member.

1.6 “Effective Date” means the date on which this Agreement shall become effective and the Truckee Tahoe Workforce Housing Agency shall exist as a separate public agency.

1.7 “Entire Board of Directors” means the full number of authorized Directors on the Board of Directors regardless of any vacancies on the Board at the time of the meeting.

1.8 “Initial Participants” shall mean the Tahoe Truckee Unified School District, the Tahoe Forest Hospital District, the Truckee Tahoe Airport District, and the Truckee Donner Public Utility District.

1.9 “Members” means the signatories to this Agreement that are Initial Participants or that have satisfied the conditions in Section 5.1 such that they are considered members of the Agency. The Members are referred to individually as “Member.”

1.10 “Quorum” shall mean a majority of the Directors of the Entire Board of Directors.

1.11 “Workforce Housing Project” means any arrangement or endeavor whereby the Agency acquires, develops, or contracts for housing units for the purpose of providing housing to employees of the Members or a Member.

ARTICLE 2 FORMATION OF TRUCKEE TAHOE WORKFORCE HOUSING AGENCY

2.1 Effective Date and Term. This Agreement shall become effective and the Agency shall exist as a separate public agency when all the Initial Participants have executed the Agreement (“Effective Date”). The Agency shall provide notice to the Initial Participants of the Effective Date. The Agency shall continue to exist, and this Agreement shall be effective, until the Agreement is terminated in accordance with Section 7.4, subject to the rights of Members to withdraw from the Agency.

2.2 Formation. There is formed as of the Effective Date a public agency named the Truckee Tahoe Workforce Housing Agency (the “Agency”). Pursuant to Government Code Sections 6506 and 6507, the Agency is a public agency separate and apart from the Members. Unless otherwise agreed by the Members, the debts, liabilities, and obligations of the Agency shall not be debts, liabilities or obligations of the Members. A Member who has not agreed to assume an Agency debt, liability, or obligation on a Workforce Housing Project shall not be responsible in any way for such debt, liability obligation even if a majority of the Members agree to assume the debt, liability or obligation of the Agency.

2.3 Filing of Notices. Within 30 days after the Effective Date, the Agency shall cause a notice of this Agreement to be prepared containing the information required by Government Code Section 6503.5 and filed with the California Secretary of State and the State Controller. Within seventy 70 days after the Effective Date, the Agency shall cause a statement of information to be filed with the California Secretary of State, the El Dorado County Clerk, the El Dorado County Local Agency Formation Commission (LAFCo), the Placer County Clerk, the Placer County LAFCo, the Nevada County Clerk, and the Nevada County LAFCo, stating the facts required to be stated pursuant to subdivision (a) of Government Code Section 53051.

2.4 Purpose. The purpose of this Agreement is to establish an independent public agency, to support and promote the development of workforce housing for Members within the jurisdiction of the Agency. The Agency may plan, acquire, develop, finance, create, contract for, or own workforce housing for Member employees and support housing programs that provide workforce housing to Member employees.

ARTICLE 3 POWERS OF THE AGENCY

3.1 General Powers. The Agency shall have all powers common to the Members and any such additional powers accorded to it by law. The Agency is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following:

- a. acquire, lease, construct, own, manage, maintain, dispose of or operate (subject to the limitations herein) any buildings, works, or improvements deemed necessary by the Board to provide workforce housing located on or off Member-owned properties;
- b. acquire, hold, manage, maintain, or dispose of any other real or personal property by any lawful means, including without limitation gift, purchase, lease, lease-purchase, license, eminent domain, or sale, in order to support the development of workforce housing for the Members;
- c. develop programs that provide Members' employees the ability to acquire housing or access rental housing that may not be owned or operated by the Agency;
- 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 purposes and objectives of the Agency;
- e. 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 Agency;
- f. adopt rules, regulations, policies, bylaws, and procedures governing the operation of the Agency;

- g. make and enter into contracts, including intergovernmental contracts;
- h. employ employees, including but not limited to an Agency manager, and contract with agents, contractors, consultants and professional services entities or persons;
- i. incur authorized debts, liabilities and obligations, including insurance and sale of bonds, notes, certificates of participation, bonds authorized pursuant to the Mello-Roos Local Bond Pooling Act of 1985, Government Code Sections 6584 *et seq.* or any other legal authority common to the Members or granted to the Agency, and such other evidences of indebtedness, subject to the limitations herein to accomplish the stated purposes and objectives of the Agency;
- j. sue and be sued in its own name;
- k. receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from any persons, firms, corporations, or governmental entities;
- l. adopt budgets and conduct audits;
- m. invest money pursuant to Government Code Section 6505.5 that is not required for the immediate necessities of the Agency, as the Agency determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Government Code Section 53601 as it now exists or may hereafter be amended;
- n. defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions;
- o. carry out and enforce all the provisions of this Agreement.

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

3.3 Compliance with Local Zoning and Building Laws. Notwithstanding any other provisions of this Agreement or state law, any facilities, buildings or structures located, constructed or caused to be constructed by the Agency shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed.

ARTICLE 4 OPERATING RULES AND REGULATIONS

4.1 The Board may adopt from time to time such policies, procedures, bylaws, rules or regulations, for the conduct of its affairs as deemed necessary by the Board.

ARTICLE 5 ORGANIZATION

5.1 Members

- a. **Initial Participants.** The initial Members of the Agency shall be those Initial Participants that have entered into the Agreement on or before the Effective Date.
- b. **Addition of Members.** A public agency may be considered for Membership in the Agency after the Effective Date by presenting an adopted resolution to the Board which includes a request to become a Member of the Agency. The Board shall accept proposed Members upon a unanimous affirmative vote of the entire Board and upon satisfaction of any conditions established by the Board as a prerequisite for membership including but not limited to payment of any Board-determined membership fee to reflect the pro rata share of organizational, planning, and other pre-existing expenditures.
- c. **Continuing Participation.** The Members acknowledge that the membership of the Agency may change with the addition and/or withdrawal or termination of Members. The Members agree to participate with such other Members as may later be added. The Members also agree that the withdrawal or termination of a Member shall not affect this Agreement or the remaining Members' continuing obligations under this Agreement.

5.2 Board of Directors

- a. **Board of Directors.** The Agency shall be governed by the Board of Directors, which shall exercise all powers and authority on behalf of the Agency unless delegated in accordance with the provisions herein.
- b. **Composition.** Each Agency that is a Member to this Agreement shall have 1 regular Director and 1 alternate Director on the Board of Directors. The alternate Director may vote and represent his or her Agency at Board meetings only in the absence of the regular Director. Each Director shall be the chief administrative officer or the general manager of the Member, or a designee of the chief administrative officer or general manager. Each alternate Director shall be a designee of the chief administrative officer or general manager of the Member. If at any time a vacancy occurs on the Board, a replacement shall be provided by the affected Agency to fill the position of the previous Director within 45 days of the date that such position becomes vacant.
- c. **Quorum.** A majority of Directors of the Entire Board of Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time in accordance with applicable law.

- d. **Voting.** Each Director shall have one vote. Alternatives shall have no voting power except when serving in the place of an absent Director. Any action of the Board shall require an affirmative vote of a majority of the Directors of the Entire Board of Directors, excepting the following actions which shall require a unanimous vote of the Entire Board of Directors:
- (i) adding new members;
 - (ii) issuing bonds or other forms of indebtedness;
 - (iii) approving commencement of eminent domain proceedings;
 - (iv) termination of this Agreement and dissolution of the Agency.
- e. **Chair and Vice Chair.** The Board shall elect, from among themselves, a Chair and Vice Chair. The Chair shall be the presiding officer of all Board meetings and shall represent the Agency and perform such other duties as may be imposed by the Board in accordance with law and this Agreement. The Vice Chair shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. In the event that the Chair is unable to continue serving on the Board, the Vice Chair shall become Chair, and a new Vice Chair shall be selected at the next meeting of the Board. In the event that the Vice Chair is unable to continue serving on the Board, a new Vice Chair shall be selected at the next meeting of the Board.
- f. **Director Compensation.** Compensation for work performed by Directors on behalf of the Agency shall be borne by the Member that appointed the Director. The Board, however, may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors.
- g. **Meetings.** The Board shall hold not less than two general meetings per year. Meetings shall be conducted and noticed in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54940 *et seq.*
- h. **Secretary.** The Board shall appoint a Secretary, who need not be a member of the Board, to be responsible for keeping the minutes of all meetings of the Board and all other official records of the Agency. Upon approval by the Board, such minutes shall become a part of the official records of the Agency.
- i. **Additional Officers.** The Board may appoint any additional officers deemed necessary or desirable.
- i. **Committees.** The Board may establish permanent or temporary committees as the Board deems appropriate to assist the Board in carrying

out its functions and the provisions of this Agreement. The Board also may establish standing and ad hoc committees consisting of less than a quorum of Board members as authorized by the Brown Act.

- j. **Conflicts of Interest.** Board members shall be considered “public officials” within the meaning of the California Political Reform Act of 1974, Government Code Section 8100 *et seq.*, and “officials” within the meaning of the Levine Act, Government Code Section 84308.

5.3 **Manager**

- a. **Selection.** The Board shall appoint a Manager or engage management services at the first publicly noticed meeting of the Board following the Effective Date. The Manager may be an employee of the Agency, an employee of one of the Members, a consultant, an independent contractor, or an employee of another entity who can perform the responsibilities and duties described in this Section 5.3.
- b. **Powers and Duties.** The powers and duties of the Manager shall include the following:
 - (i) to direct, coordinate, and supervise the daily operations of the Agency and to be responsible to the Board for the proper administration of all activities of the Agency;
 - (ii) to make recommendations to the Board regarding the operations of the Agency;
 - (iii) to hire, promote, discipline, terminate, supervise, and coordinate the training of any Agency employees;
 - (iv) to supervise and direct the preparation of the annual budget and to be responsible for its administration following adoption by the Board;
 - (v) to establish policies and procedures for the Agency in order to implement directives from the Board;
 - (vi) to perform such other duties as the Board may require in carrying out the purposes of the Agency.

5.4 Employees. If the Agency hires employees, such employees shall not be deemed employed by or subject to the requirements of any Member by reason of their employment by the Agency. The Board shall develop and adopt Employer-Employee Relations Procedures and Personnel Rules and Regulations for such employees. The Agency shall not participate in CalPERS or any other public retirement system based on a defined benefit plan. Notwithstanding the foregoing, the Agency may provide to its employees a 401(a) or other defined contribution retirement plan.

5.5 Principal Office. The Board shall establish by resolution the principal physical office of the Agency, to be located at one of the Member's offices or another suitable location.

ARTICLE 6 FINANCIAL PROVISIONS

6.1 Fiscal Year. The Agency's fiscal year shall be 12 months commencing July 1 and ending June 30. The fiscal year may be changed by Board resolution.

6.2 Agency Budget. Prior to April 1 each year, the Manager designated in accordance with Section 5.3 shall prepare and present a proposed annual 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. The Board may revise the budget from time to time as may be necessary to address changed circumstances, contingencies and unexpected expenses. The time requirements in this section shall not apply to the adoption of the first budget which shall be prepared and approved as soon as practicable after the Effective Date.

6.3 Operations and Maintenance Costs. The Initial Participants shall fund the initial operating costs of the Agency as described in Exhibit B.

After housing units have been secured by the Agency, each Member shall contribute the funds necessary to carry out the purposes and powers of the Agency. For the purposes of this Agreement, "secured" means that housing units have been leased or constructed by or on behalf of the Agency and are available for occupancy by Member employees. Each Member's annual funding contribution shall be based on the number of housing units allocated to each Member or on another basis approved by a unanimous vote of the Entire Board of Directors. By April 1 of each year as part of budget preparations, the Manager shall prepare the proposed funding contribution by each Member based on the total number of housing units allocated to that Member as of April 1. As part of the Board resolution adopting the Agency budget, the funding contribution by each Member shall be established. Each Member shall transmit its annual contribution as determined under this section to the Agency within 30 days after a written invoice is sent to the Member.

6.4 Workforce Housing Project Contributions. Prior to acquiring housing units in a Workforce Housing Project, the Members shall determine the financial contribution of each Member for the Project. Members shall not be required to make a financial contribution to or otherwise participate in any Workforce Housing Project.

The number of housing units allocated to each Member in a Workforce Housing Project shall be proportional to the Member's financial contribution to that Project unless otherwise approved by the Board. In the event a Workforce Housing Project contains more housing units than are required for use by the Members, the Agency may choose to offer the surplus units first to Members who are not participating in the Workforce Housing Project and, if surplus units are still available, then to non-member public agencies. Any agreement for a non-member public agency's use of Project housing unit(s) shall attempt to fully recover the costs incurred by the Agency for the development or acquisition of such unit(s).

6.5 Additional Contributions and Advancements. Pursuant to Government Code 6504, the Members may in their discretion make financial contributions, loans, or advances to the Agency for the purposes set forth in this Agreement. The repayment of such contributions, loans, or advances shall be on the terms agreed to by the Member making the contribution, loan, or advance and the Agency.

6.6 Transfer of Records, Accounts, Funds, and Property. The Board shall adopt procedures by which the Agency documents the transfer and receipt of records, accounts, funds, or property from Members or other entities.

6.7 Capital Assets. Capital assets of the Members may be transferred to the Agency according to the disposition rules applicable to that Member.

6.8 Treasurer and Auditor. The Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor. The Board may appoint a qualified person to serve as both Treasurer and Auditor as authorized by law. Except as otherwise provided by law, the Agency shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Government Code Section 6505. The Treasurer shall act as the depository of the Agency and have custody of all funds of the Agency, from whatever source, and shall have all of the duties and responsibilities specified in Government Code Section 6505.5 and this Agreement. The Board shall require the Treasurer and/or Auditor to file with the Agency an official bond in an amount to be fixed by the Board. The Treasurer shall report directly to the Board and shall comply with all applicable legal requirements in performing the Treasurer's duties. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time.

6.9 Separate Accounts. All funds of the Agency shall be held in separate accounts in the name of the Agency and not commingled with funds of any Member or any other person or entity.

ARTICLE 7 WITHDRAWAL AND TERMINATION

7.1 Withdrawal. After July 1, 2023, any Member shall have the right to withdraw from this Agreement by giving no less than 24 months advance written notice of its intention to do so to the Board and to each other Member subject to the provisions of Section 7.2.

7.2 Continuing Liability; Refund. Upon a withdrawal of a Member, the Member shall remain responsible for any claims, demands, damages, or liabilities arising from the Member's membership in the Agency through the date of its withdrawal, it being agreed that the Member shall not be responsible for any claims, demands, damages, or liabilities arising after the effective date of the Member's withdrawal. In addition, a withdrawal shall not be effective until the withdrawing Member also pays off and fully satisfies any costs or obligations associated with the Member's participation in any Workforce Housing Project or other program. The Agency may withhold funds otherwise owing to the Member or may require the Member to deposit sufficient funds with the Agency, as reasonably determined by the Agency, to cover the Member's liability for the costs described above. Any amount of the Member's funds held on

deposit with the Agency above that which is required to pay any liabilities or obligations shall be returned to the Member. Except as otherwise agreed to by the remaining Members, no Member shall, by withdrawing, be entitled to a refund of funds paid or property donated, if any, or to any distribution of its assets.

7.3 Effect of Withdrawal on Remaining Members. The Members agree that the withdrawal of a Member shall not affect this Agreement or the remaining Members' continuing obligations under this Agreement.

7.4 Termination. This Agreement may be terminated and the Agency dissolved by mutual agreement of all the Members, or where all but 1 Member has withdrawn from the Agreement provided that all debts, liabilities and obligations of the Agency have been satisfied.

7.5 Disposition of Agency Funds Upon Termination. Upon termination of this Agreement as to all Members, any surplus money or assets in possession of the Agency for use under this Agreement, after payment of all liabilities, costs, expenses, and other obligations of the Agency, shall be returned to the then-existing Members in proportion to the contributions made by each, as reflected by the then-current funding formula adopted by the Board pursuant to Section 6.3 of this Agreement.

ARTICLE 8 AGENCY DOCUMENTS

8.1 Agency Documents. The Members acknowledge and agree that the affairs of the Agency will be implemented through various documents duly adopted by the Board through Board resolution or motion, including but not necessarily limited to the annual budget, the policies, procedures, rules and regulations of the Agency which shall be considered the Agency Documents under this Agreement. The Members agree to abide by and comply with the terms and conditions of all Agency Documents that may be adopted by the Board, subject to the Members' right to withdraw from the Agency as described in Article 7.1.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Agency shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Agency shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Members, the Agency, or its Directors, officers, or employees.

9.2 Insurance; Indemnification of Members. The Agency shall acquire such insurance coverage as is necessary to protect the interests of the Agency, the Members and the public. The Agency shall defend, indemnify and hold harmless the Members and each of their respective Board members, officers, employees, and agents from any and all claims, losses,

damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Agency under this Agreement.

9.3 Amendments. This Agreement may be amended by a majority vote of the Entire Board of Directors, provided that notice of the proposed amendment is provided to the governing bodies of each of the Members at least 30 days prior to its consideration by the Board. Notwithstanding the foregoing, any amendment to Section 2.2 of this Agreement or any amendment that would subject a Member to a debt, liability or obligation of the Agency shall require a unanimous vote of the Entire Board of Directors.

9.4 Severability. If one or more clauses, sentences, paragraphs, or provisions of this Agreement or its application to any person or circumstances shall be held invalid, unlawful or unenforceable, the remainder of this Agreement and the application of the provision to other persons or circumstances shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

9.5 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without the advance written consent of all of the other Members, and any attempt to assign or delegate such rights or duties in contravention of this Section 9.5 shall be null and void. This Section 9.5 does not prohibit a Member from entering into an independent agreement with another agency, person, or entity regarding the financing of that Member's contributions to the Agency, or the disposition of proceeds which that Member receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Agency or the Members under this Agreement.

9.6 Successors. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members.

9.7 Dispute Resolution. Representatives of the Members shall meet and use their best efforts to settle any dispute, claim, question or disagreement arising from or relating to this Agreement or to the interpretation of this Agreement (a "Dispute"). To that end, representatives of the Members shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all involved Members. If the Members do not reach such a solution within a period of thirty (30) days after the first meeting regarding a Dispute, then the Members shall convene a meeting of the Board within sixty (60) days after the first meeting of the Member representatives regarding a Dispute and request that the Board settle the Dispute at the meeting. If the Members do not settle the Dispute at the Board meeting or within five (5) calendar days after the Board meeting, and the Members have not agreed to enter into a voluntary mediation or arbitration of the Dispute, any Member may pursue any remedies provided by law. The respective costs for resolving any Dispute shall be borne by the individual Members, not the Agency.

9.8 Agreement Complete. This Agreement contains the entire agreement of the Members and supersedes any and all prior, written or oral, agreements among them concerning the subject matter of this Agreement.

9.9 Further Assurances. Each Member agrees to execute and deliver all further instruments and documents and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.

9.10 Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Members, each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument.

9.11 Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 72 hours after the date of mailing (excluding Saturdays, Sundays and holidays). All notices shall be addressed to the office of the clerk or secretary of the Member or Agency, as the case may be, or such other person designated in writing by the Member or Agency. Notices given to one Member shall be copied to all other Members. Notices given to the Agency shall be copied to all Members.

9.12 Governing Law; Venue. This Agreement shall be governed by and construed according to the laws of California. Venue for all disputes involving this Agreement shall be the County of Placer or the County of Nevada.

IN WITNESS WHEREOF, the Members hereto have caused this Agreement to be executed by their duly authorized officers and it shall be effective as of the date of execution of all Members hereto. This Agreement may be executed in counterparts.

Dated: _____

TAHOE FOREST HOSPITAL DISTRICT

Chair: _____

ATTESTED BY THE CLERK

Dated: _____

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT

Chair: _____

ATTESTED BY THE CLERK

Dated: _____

TRUCKEE DONNER PUBLIC UTILITY DISTRICT

Chair: _____

ATTESTED BY THE CLERK

Dated: _____

TRUCKEE TAHOE AIRPORT DISTRICT

Chair: _____

ATTESTED BY THE CLERK

EXHIBIT A

LIST OF THE MEMBERS

Tahoe Forest Hospital District

Tahoe Truckee Unified School District

Truckee Donner Public Utility District

Truckee Tahoe Airport District

EXHIBIT B

FUNDING OF INITIAL COSTS

Tahoe Forest Hospital District	\$153,000
Tahoe Truckee Unified School District	\$85,000
Truckee Donner Public Utility District	\$32,000
Truckee Tahoe Airport District	\$30,000