

EL DORADO COUNTYWIDE OVERSIGHT BOARD

360 Fair Lane ♦ Placerville CA 95667 ♦ (530)621-5470 ♦ www.edcgov.us/Government/RSA-SA-CountywideOB/

Board Members

Sue Novasel, Chair
Supervisor
El Dorado County Board
of Supervisors

Tamara Wallace
Mayor
City of South Lake Tahoe

Vacant
Independent Special
Districts member

Dr. Ed Manansala
Superintendent
El Dorado County Office
of Education

Jeff DeFranco
Superintendent/President
Lake Tahoe Community
College

Tom Davis, Vice-Chair
Public Member
Appointed by the
Board of Supervisors

Vacant
Successor Agency's
Employee Organization
(Governor Appointed)

AGENDA

MARCH 25, 2022
11 AM

PARTICIPATION INSTRUCTIONS: To comply with physical distancing requirements and Executive Order from the Governor, all participation will be handled remotely via Zoom.

Meeting ID: 897 1110 2238

Passcode: 511108

Join Zoom Meeting link:

<https://us06web.zoom.us/j/89711102238?pwd=VjNXLzlsNGwzWmNwM0I1SDdOS2N6UT09>

One tap mobile

[+17207072699](tel:+17207072699),81508637896#,,,,*148312# US (Denver)

[+12532158782](tel:+12532158782),81508637896#,,,,*148312# US (Tacoma)

Dial by your location

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[+1 346 248 7799](tel:+13462487799) US (Houston)

[+1 720 707 2699](tel:+17207072699) US (Denver)

[+1 301 715 8592](tel:+13017158592) US (Washington DC)

[+1 312 626 6799](tel:+13126266799) US (Chicago)

[+1 646 558 8656](tel:+16465588656) US (New York)

Meeting ID: 897 1110 2238

Passcode: 511108

Find your local number: <https://us06web.zoom.us/j/k1DTPvxhV>

CALL TO ORDER

PLEDGE ALLEGIANCE TO THE FLAG

ROLL CALL

OATH OF OFFICE

As needed for any new board members.

OPEN FORUM

This is an opportunity for members of the public to speak on items that are not on the agenda. The Chairperson may limit the total amount of time allocated for public discussion on particular issues and/or the time allocated for each individual speaker.

ADOPTION OF THE AGENDA

APPROVE MINUTES

Written minutes of January 19, 2022 meeting (Attachment 1).

REPORTS, DISCUSSION, AND ACTION ITEMS

1. The Board consider and adopt Bylaws, in the version recommended by the COB's legal counsel (Attachment 2).
2. The Board consider and adopt the Conflict of Interest Code, in the version recommended by the COB's legal counsel (Attachment 3).
3. The Board accept and approve the South Tahoe Redevelopment Successor Agency Resolution 2022-002 to withdraw the South Tahoe Redevelopment Successor Agency as a member of the South Tahoe Joint Powers Financing Authority in furtherance of the wind-down of the former South Tahoe Redevelopment Agency's affairs pursuant to Health and Safety Code Section 34177(h) (Attachment 4).
4. Schedule next meeting date and time in mid-late January 2023.
5. Adjourn.

Accommodation under the Americans with Disabilities Act and Agenda in alternate formats are available upon request. Requests must be made at least 72 hours prior to the meeting. Later requests will be accommodated to the extent feasible. Please telephone Sally Zutter at the El Dorado County Auditor-Controller office at (530)621-5470 from 8:00a.m. to 5:00 p.m., Monday through Thursday.

Countywide Oversight Board staff, or authorized representative, shall post an agenda for each regular Countywide Oversight Board meeting or a notice for each special Countywide Oversight Board meeting containing a brief description of each item of business to be transacted or discussed at the meeting together with the time and location of the meeting. Agendas/notices shall be posted at location readily accessible to the public at the El Dorado County Government Center located at 330 Fair Lane in Placerville, California at least seventy-two (72) hours in advance of each regular meeting and at least twenty-four (24) hours in advance of each special meeting.

All notices required by law for proposed actions by the Countywide Oversight Board shall also be posted on each of the successor agency's internet web site or the Countywide Oversight Board's internet web site at <https://www.edcgov.us/government/RSA-SA-CountywideOB/>.

All meetings of the Countywide Oversight Board shall be open and public pursuant to the Ralph M. Brown Act ("Brown Act"), Sections 54950 through 54962 of the Government Code, as amended. All persons shall be permitted to attend any such meetings, except as otherwise provided by law. The Countywide Oversight Board may hold closed session meetings in accordance with the Brown Act.

At every regular meeting, members of the public shall have an opportunity to address the Countywide Oversight Board on matters within the Countywide Oversight Board subject matter jurisdiction. Public input and comment on matters on the agenda, as well as public input and comment on matters not otherwise on the agenda, shall be made during the time set aside for public comment; provided, however, that the Countywide Oversight Board may direct that public input and comment on matters on the agenda be heard when the matter regularly comes up on the agenda. The Chairperson may limit the total amount of time allocated for public discussion on particular issues and/or the time allocated for each individual speaker.

ATTACHMENT 1

[behind this page]

EL DORADO COUNTYWIDE OVERSIGHT BOARD

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Board Members

Sue Novasel, Chair
Supervisor
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Tamara Wallace
Mayor
City of South Lake Tahoe

Dr. Ed Manansala
Superintendent
El Dorado County Office
of Education

Jeff DeFranco
Superintendent/President
Lake Tahoe Community
College

Russi Egan (Alternate for
Jeff DeFranco)
Vice President of
Administrative Services
Lake Tahoe Community
College

Tom Davis, Vice-Chair
Public Member
Appointed by the
Board of Supervisors

Vacant
Successor Agency's
Employee Organization
(Governor Appointed)

DRAFT MINUTES

JANUARY 19, 2022

2:00 PM

**Via Zoom
El Dorado County**

Members of the Public and of the Countywide Oversight
Board participated via Zoom/telephone

2:01 p.m. – CALL TO ORDER

2:01 p.m. – PLEDGE OF ALLEGIANCE TO THE FLAG

2:02 p.m. – ROLL CALL

Present: Novasel, Wallace, Manansala, Egan, Davis
Absent: none

2:03 p.m. – OPEN FORUM

No members of the public were present to speak.

2:03 p.m. – ADOPTION OF THE AGENDA

Motion by Davis to adopt agenda.

Second: Manansala

Ayes: Novasel, Wallace, Manansala, Egan, Davis

Noes: none

Abstain: none

Absent: none

2:04 p.m. – APPROVE MINUTES

Written minutes of January 20, 2021 meeting.

Motion by Wallace to adopt minutes.

Second: Egan

Ayes: Novasel, Wallace, Manansala, Egan, Davis

Noes: none

Abstain: none

Absent: none

2:05 p.m. – REPORTS, DISCUSSION, AND ACTION ITEMS

1. Staff report of the Board's adoption of a Conflict of Interest Code: COB staff was directed at the last meeting to have legal counsel perform a review prior to adoption. COB staff has not yet completed this task. Completion expected in 2022. No Board action needed at this time.

COB expressed desire for clerk to try to complete this spring and have a special meeting for the COB to consider approving.

2. Staff report of the Board's adoption of Bylaws: COB staff was directed at the last meeting to have legal counsel perform a review prior to adoption. COB staff has not yet completed this task. Completion expected in 2022. No Board action needed at this time.

COB expressed desire for clerk to try to complete this spring and have a special meeting for the COB to consider approving.

3. Consider adopting a Resolution approving the South Tahoe Successor Agency's 2022/23 ROPS.

Motion by Manansala to adopt COB Resolution 2022-01.

Second: Wallace

Ayes: Novasel, Wallace, Manansala, Egan, Davis

Noes: none

Abstain: none

Absent: none

4. Board directed clerk to coordinate next meeting for Spring 2022.

2:09 p.m. – Adjourn.

ATTACHMENT 2

[behind this page]

BYLAWS

EL DORADO COUNTYWIDE OVERSIGHT BOARD

ARTICLE 1 - THE COUNTYWIDE OVERSIGHT BOARD

Section 1. Name of Countywide Oversight Board.

The name of the Countywide Oversight Board shall be the "El Dorado Countywide Oversight Board" ("Countywide Oversight Board").

Section 2. Membership/Duration.

- (a) Total Membership/Appointment. The total membership of the Countywide Oversight Board shall be seven (7), selected as follows or as may be amended by any amendments to Section 34179(j) of the Health and Safety Codes:
- (1) One member appointed by the county board of supervisors;
 - (2) One member appointed by the city selection committee established pursuant to Section 50270 of the Government Code;
 - (3) One member appointed by the independent special district selection committee established pursuant to Section 56332 of the Government Code, for the types of special districts that are eligible to receive property tax revenues pursuant to Section 34188 of the Health and Safety Code;
 - (4) One member, to represent schools, appointed by the elected county superintendent of education. If the county superintendent of education is appointed, then this member shall be appointed by the county board of education;
 - (5) One member appointed by the chancellor of the California Community Colleges to represent community college districts in the county;
 - (6) One member of the public appointed by the county board of supervisors; and
 - (7) One member appointed by the recognized employee organization representing the largest number of successor agency employees in the county.

In a county (such as El Dorado) with only one Successor Agency Oversight Board prior to July 1, 2018, the same board members will automatically be the board members for the initial Countywide Oversight Board membership (except for the Successor Agency employee origination member since the South Tahoe Successor Agency has no employees).

Each appointing authority identified in this Section may, but is not required to, appoint alternate representatives to serve on the Countywide Oversight Board as may be necessary to attend any meeting of the Countywide Oversight Board in the event that the appointing authority's primary representative is unable to attend any meeting for any reason. If an alternate representative attends any meeting in place of the primary representative, the alternate representative shall have the same participatory and voting rights as all other attending members of the Countywide Oversight Board.

- (b) Term/Compensation. The Governor may appoint individuals to fill any member position identified herein that has not been filled by July 15, 2018, and any position that remains vacant for sixty (60) days. Following its initial formation, the Countywide Oversight Board shall have no obligation to report the names of its officers and other members to the California Department of Finance (the "Department") pursuant to Section 34179(h)(1) of the Health and Safety Code.

The members shall serve without compensation and without reimbursement for expenses.

Each member shall serve at the pleasure of the entity that appointed such member.

- (c) Duration. The Countywide Oversight Board shall be and remain established until the date that all successor agencies subject to its oversight have been formally dissolved pursuant to Section 34187 of the Health and Safety Code, at which time the Countywide Oversight Board shall be dissolved.

Section 3. Local Entity.

Pursuant to subdivision (e) of Section 34179 of the Health and Safety Code, the Countywide Oversight Board shall be deemed to be a local entity for purposes of the Ralph M. Brown Act, the California Public Records Act, and the Political Reform Act of 1974.

Section 4. Personal Immunity.

Pursuant to subdivision (d) of Section 34179 of the Health and Safety Code, the Countywide Oversight Board members shall have personal immunity from suit for their actions taken within the scope of their responsibilities as members of the Countywide Oversight Board.

Section 5. Fiduciary Responsibilities.

Countywide Oversight Board members shall have fiduciary responsibilities to holders of enforceable obligations, as that term is defined in subdivision (d)(1) of Section 34171 of the Health and Safety Code, and the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of the Health and Safety Code.

Section 6. Resignation.

Any Countywide Oversight Board member may resign at any time by giving written notice to the Chairperson, who shall forward such notice to the successor agencies. The Countywide Oversight Board shall have no obligation to report the names of its officers and other members to the Department pursuant to Section 34179(h)(1) of the Health and Safety Code. Any such resignation will take effect upon receipt or upon any date specified therein. The acceptance of such resignation shall not be necessary to make it effective.

Section 7. Filling of Vacancies.

In the event of a vacancy on the Countywide Oversight Board, the appointing entity under Section 34179(j) of the Health and Safety Code for the vacant seat shall select a member to fill such vacancy as soon as reasonably practicable, provided, however, that the Governor may appoint individuals to fill any member position that remains vacant for more than sixty (60) days.

Section 8. Staff.

Pursuant to Section 34179(j) of the Health and Safety Code, the Countywide Oversight Board shall be staffed by the county auditor-controller, by another county entity selected by the county auditor-controller, or by a city within the county that the county auditor-controller may select after consulting with the department.

The Countywide Oversight Board may direct the staff to perform work in furtherance of the duties and responsibilities of the Countywide Oversight Board. The Auditor-Controller shall pay for all of the costs of the meetings of the Countywide Oversight Board. The Auditor-Controller may recover directly from the Redevelopment Property Tax Trust Fund reimbursement for all costs (which shall include any associated startup costs) incurred by it or by the County pursuant to the Part 1.85 of Division 24 of the Health and Safety Code.

The staff of the Countywide Oversight Board shall keep the records of the Countywide Oversight Board, and shall act as secretary at the meetings of the Countywide Oversight Board. The staff of the Countywide Oversight Board shall attend all Countywide Oversight Board meetings and prepare minutes of meetings, keep a record of the meetings in a journal of proceedings of the Countywide Oversight Board, attest to and/or countersign all documents of the Countywide Oversight Board, and perform other related duties.

ARTICLE 2 - OFFICERS

Section 1. Officers.

The officers of the Countywide Oversight Board shall consist of a Chairperson and a Vice Chairperson, who shall be elected in the manner set forth in this Article 2.

Section 2. Chairperson.

The Chairperson shall preside at all meetings of the Countywide Oversight Board, and shall submit such agenda, recommendations and information at such meetings as are reasonable and proper for the conduct of the business affairs and policies of the Countywide Oversight Board. The Chairperson shall sign all documents necessary to carry out the business of the Countywide Oversight Board.

Section 3. Vice Chairperson.

The Vice Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson. In the event of the death, resignation or removal of the Chairperson, the Vice Chairperson shall assume the Chairperson's duties until such time as the Countywide Oversight Board shall elect a new Chairperson.

Section 4. Additional Duties.

The officers of the Countywide Oversight Board shall perform such other duties and functions as may from time to time be required by the Countywide Oversight Board, these Bylaws, or other rules and regulations, or which duties and functions are incidental to the office held by such officers.

Section 5. Election.

The Chairperson and Vice Chairperson shall be elected from among the members of the Countywide Oversight Board at the first regular meeting of the Countywide Oversight Board. Thereafter, the Chairperson and Vice Chairperson shall be elected from among the members of the Countywide Oversight Board at a regular meeting of the Countywide Oversight Board. Each officer shall hold office for a term of one (1) year following his/her election and until his/her successor is elected and in office. Any such officer shall not be prohibited from succeeding himself or herself, but no person shall be elected as an officer for more than two consecutive terms.

Section 6. Vacancies.

Should the office of the Chairperson or Vice Chairperson become vacant, the Countywide Oversight Board shall elect a successor from among the Countywide Oversight Board members at the next regular or special meeting, and such office shall be held for the unexpired term of said office.

ARTICLE 3 - MEETINGS

Section 1. Regular Meetings.

The Countywide Oversight Board shall conduct regular meetings as needed to accomplish its duties. Locations within the South Lake Tahoe basin will typically be used for meetings. A notice, agenda and

other necessary documents shall be delivered to the members, personally or by mail, or electronic mail, at least seventy-two (72) hours prior to the meeting. All actions taken by the Countywide Oversight Board shall be adopted by resolution.

Section 2. Special Meetings.

Special meetings for the purpose of transacting any business specified in the call and notice for the meeting may be held upon the call of the chairperson or a majority of the members of the Countywide Oversight Board. Notice of the meeting shall be written and delivered personally, by mail, or by electronic mail addressed to each Countywide Oversight Board member at least twenty-four (24) hours before the time specified notice for a special meeting. At such special meeting, no business other than that designated in the call shall be considered.

Section 3. Adjourned Meetings.

Any meeting of the Countywide Oversight Board may be adjourned to an adjourned meeting without the need for notice requirements of a special meeting, provided the adjournment indicates the date, time and place of the adjourned meeting. Countywide Oversight Board members absent from the meeting at which the adjournment decision is made shall be notified by the Chairperson of the adjourned meeting.

Section 4. All Meetings to be Open and Public.

All meetings of the Countywide Oversight Board shall be open and public pursuant to the Ralph M. Brown Act ("Brown Act"), Sections 54950 through 54962 of the Government Code, as amended. All persons shall be permitted to attend any such meetings, except as otherwise provided by law. The Countywide Oversight Board may hold closed session meetings in accordance with the Brown Act.

Section 5. Posting Agendas/Notices.

Countywide Oversight Board staff, or authorized representative, shall post an agenda for each regular Countywide Oversight Board meeting or a notice for each special Countywide Oversight Board meeting containing a brief description of each item of business to be transacted or discussed at the meeting together with the time and location of the meeting. Agendas/notices shall be posted at a location readily accessible to the public at the El Dorado County Government Center located at 330 Fair Lane in Placerville, California at least seventy-two (72) hours in advance of each regular meeting and at least twenty-four (24) hours in advance of each special meeting.

All notices required by law for proposed actions by the Countywide Oversight Board shall also be posted on each of the successor agency's internet web site or the Countywide Oversight Board's internet web site, if one exists.

Section 6. Right of Public to Appear and Speak.

At every regular meeting, members of the public shall have an opportunity to address the Countywide Oversight Board on matters within the Countywide Oversight Board subject matter jurisdiction. Public input and comment on matters on the agenda, as well as public input and comment on matters not otherwise on the agenda, shall be made during the time set aside for public comment; provided, however, that the Countywide Oversight Board may direct that public input and comment on matters on the agenda be heard when the matter regularly comes up on the agenda.

The Chairperson may limit the total amount of time allocated for public discussion on particular issues and/or the time allocated for each individual speaker.

Section 7. Non-Agenda Items.

Matters brought before the Countywide Oversight Board at a regular meeting which were not placed on the agenda of the meeting shall not be acted upon by the Countywide Oversight Board at that meeting unless action on such matters is permissible pursuant to the Ralph M. Brown Act (Gov. Code §54950 et seq.). Those non-agenda items brought before the Countywide Oversight Board which the Countywide Oversight Board determines will require Countywide Oversight Board consideration and action and where Countywide Oversight Board action at that meeting is not so authorized shall be placed on the agenda for the next regular meeting.

Section 8. Quorum.

The powers of the Countywide Oversight Board shall be vested in the members thereof in office from time to time. A majority of the total membership of the Countywide Oversight Board shall constitute a quorum for the purpose of conducting the business of the Countywide Oversight Board, exercising its powers and for all other purposes, but less than that number may adjourn the meeting from time to time until a quorum is obtained. An affirmative vote by a majority of the total membership of the Countywide Oversight Board shall be required for approval of any questions brought before the Countywide Oversight Board.

Section 9. Unexcused Absences.

If a member shall be absent from three (3) consecutive meetings, such absence shall result in a request for termination of the membership of the absenting member. The Chairperson shall send written notice, to the entity identified in Section 34179(j) of the Health and Safety Code that appointed the absenting member, requesting said entity to consider appointing a replacement member to serve on the Countywide Oversight Board. A member's absence shall be excused if, prior to the meeting from which said member will be absent, said member notifies the Chairperson of his or her intent to be absent and the reasons therefore; provided, however, that a member shall be entitled to only two (2) excused absences within twelve (12) consecutive calendar months. At each meeting, after the roll has been called, the Chairperson shall report to the Countywide Oversight Board the name of any member who has so notified him or her of his or her intent to be absent and the reason for such absence.

Section 10. Order of Business.

All business and matters before the Countywide Oversight Board shall be transacted in conformance with Robert's Rules of Order.

Section 11. Minutes.

Minutes of the meetings of the Countywide Oversight Board shall be prepared in writing by the Countywide Oversight Board staff. Copies of the minutes of each Countywide Oversight Board meeting shall be made available to each member of the Countywide Oversight Board and to each successor agency. Approved minutes shall be filed in the official book of minutes of the Countywide Oversight Board.

ARTICLE 4 - REPRESENTATION BEFORE PUBLIC BODIES

Any official representations on behalf of the Countywide Oversight Board before any successor agency, the El Dorado County Auditor-Controller, the State Controller, the Department, or any other public body shall be made by the Countywide Oversight Board's Chairperson, or the Chairperson's designee.

ARTICLE 5 - AMENDMENTS

These Bylaws may be amended upon an affirmative vote by a majority of the total membership of the Countywide Oversight Board, but no such amendment shall be adopted unless at least seven (7) days written notice thereof has previously been given to all members of the Countywide Oversight Board. Notice of the amendment shall identify the section or sections of these Bylaws proposed to be amended. The successor agencies shall be notified of any amendments to these Bylaws.

ATTACHMENT 3

[behind this page]

CONFLICT OF INTEREST CODE FOR THE EL DORADO COUNTYWIDE OVERSIGHT BOARD

PART I

This document constitutes the Conflict of Interest Code of the El Dorado Countywide Oversight Board, created pursuant to Section 34179(j) of the California Health and Safety Code (the "Countywide Oversight Board").

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regulations Section 18730, which contains the terms of a standard Conflict of Interest Code (the "Standard Code"), which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 Cal. Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference in this Conflict of Interest Code.

PART II below sets forth the designated positions and disclosure categories which the designated positions must use when completing their statements of economic interest; PART III outlines the Disclosure Categories identifying the types of economic interests that the designated positions must disclose; and PART IV states in full applicable Health and Safety Code Sections.

Representatives in the designated positions shall file statements of economic interest with El Dorado County Elections Department (the "Elections Department"). The Elections Department shall retain such statements. To the extent the representatives in the designated positions listed in Part II below already file with the Elections Department the required statements of economic interest in their capacities as officers or employees of a city, county, public agency, or the taxing entity that they represent, such statements shall be expanded to include the Countywide Oversight Board upon notification of such capacity by the Countywide Oversight Board staff to the Elections Department.

PART II

Designated Positions	Disclosure Categories
Countywide Oversight Board Members	1, 2, 3, 4, 5, and 6
Countywide Oversight Board Counsel	1, 2, 3, 4, 5, and 6
Consultants ¹	7

¹ Consultants are those persons defined by Title 2, California Code of Regulations, Section 18700.3(a). Disclosure Category 7 describes the process to be used to identify contractors who meet the definition of consultant and thus must file a statement of economic interest.

PART III

Disclosure Categories

1. All investment and business positions in, and sources of income from, all business entities that, within the past two (2) years, has contracted, or in the future foreseeably may do business or own real property in El Dorado County (the "County"). This requirement applies regardless of where the business entity is located or doing business.
2. All interests in real property located in whole or in part within the territorial jurisdiction of the County. It is not required to disclose property used as the representative's principal residence except as otherwise required by applicable law.
3. All investment in, and sources of income whatsoever from, business entities that, within the past two (2) years, has contracted, or in the future foreseeably may, engage in land development, construction, maintenance, or the acquisition, sale or leasing of real property in the County.
4. All investment in and business positions in, and sources of income whatsoever from, business entities that are banking, savings and loan or other financial institutions.
5. All investments in business entities and sources of income whatsoever that, within the past two (2) years, has contracted, or in the future foreseeably may contract with the Countywide Oversight Board or the County, or any of the successor agencies within the jurisdiction of the Countywide Oversight Board, to provide services, supplies, materials, machinery or equipment (purchased or leased) to the Countywide Oversight Board or the County, or any of the successor agencies within the jurisdiction of the Countywide Oversight Board;
6. All investment and business positions in, and sources of income whatsoever that, within the past two (2) years, or in the future foreseeably may be, a business entity subject to the review regulation, permitting or licensing authority of the Countywide Oversight Board.
7. Disclosure by Consultants. Persons who meet the criteria to be considered "consultants" as defined in Title 2, California Code of Regulations (CCR), §18700.3(a), as may be amended, shall file a statement of economic interests. At the time the contract with the consultant is made, the County Auditor Controller or designee shall make an initial determination whether or not the consultant meets the criteria of 2 CCR §18700.3(a) (quoted below). If it is determined that the consultant meets the criteria, the County Auditor Controller or designee may determine in writing that a particular consultant, although a designated position, is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the broadest disclosure category. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. Such determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

The current version of 2 CCR §18700.3(a) reads as follows:

- (a) *For purposes of Sections 82019 and 82048, “consultant” means an individual who, pursuant to a contract with a state or local government agency:*
 - (1) *Makes a governmental decision whether to:*
 - (A) *Approve a rate, rule, or regulation;*
 - (B) *Adopt or enforce a law;*
 - (C) *Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;*
 - (D) *Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;*
 - (E) *Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;*
 - (F) *Grant agency approval to a plan, design, report, study, or similar item;*
 - (G) *Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or*
 - (2) *Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Section 87302.*

PART IV

Pursuant to Health and Safety Code Section 34179(e), the County Oversight Board shall be deemed to be a local entity for purposes of the Ralph M. Brown Act, the California Public Records Act, and the Political Reform Act of 1974.

The Members shall have fiduciary responsibilities to holders of enforceable obligations (as defined in Section 34171 of the Health and Safety Code) and the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of the Health and Safety Code.

Pursuant to Section 34179(j) of the Health and Safety Code, the Countywide Oversight Board shall be staffed by the County of El Dorado Auditor-Controller.

ATTACHMENT 4

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STRSA Resolution 2022-002

**Adopted by the
South Tahoe Redevelopment Successor Agency**

March 15, 2022

Approving Amendment No. 1 to the Joint Exercise of Powers Agreement for the South Tahoe Joint Powers Financing Authority

BACKGROUND

A. The City of South Lake Tahoe (the "City") and the South Tahoe Redevelopment Agency (the "Former Agency") entered into a Joint Exercise of Powers Agreement, dated January 3, 1989 (the "Original Agreement"), establishing the South Tahoe Joint Powers Financing Authority (the "PFA") as a joint powers agency pursuant to the Joint Exercise of Powers Act (Government Code Sections 6500 et seq.) (the "Act").

B. The Original Agreement was made pursuant to the Act, to provide for the joint exercise of powers common to the members of the PFA, and the establishment of a vehicle to reduce local borrowing costs and promote the greater use of existing and new financial instruments and mechanisms, and undertake the financing of public capital improvements and related capital improvements and the acquisition of real and personal property for the members of the PFA and other public agencies within the State.

C. Pursuant to Part 1.85 of Division 24 of the Health and Safety Code (enacted by Chapter 5 of the Statutes of 2011, ABX1 26), all redevelopment agencies in the State of California, including the Former Agency, dissolved as of February 1, 2012, the Successor Agency to the South Tahoe Redevelopment Agency (the "Successor Agency") was established as the successor entity to the Former Agency, and the Oversight Board to the Successor Agency (the "Oversight Board") was constituted.

D. The Successor Agency is tasked with the wind-down of the Former Agency's affairs.

E. There has been prepared an Amendment No. 1 to Joint Exercise of Powers Agreement (the "Amendment"), by and among the City, the Successor Agency and the Parking Authority of the City of South Lake Tahoe (the "Parking Authority"), pursuant to which: (i) the Successor Agency will withdraw as a member of the PFA and the Parking Authority will become a new member of the PFA, and (ii) certain provisions of the Original Agreement will be updated.

F. The Successor Agency's withdrawal as a member of the PFA is in furtherance of the wind-down of the Former Agency's affairs.

G. The PFA has previously issued bonds, some of which remain outstanding as of the date hereof.

H. The inclusion of the Parking Authority as a member to the PFA will preserve the existence of the PFA (thereby avoiding any disruption with respect to the outstanding PFA bonds), while allowing the Successor Agency to withdraw its membership.


I. This Resolution is not a “project” within the meaning of the California Environmental Quality Act (“CEQA”), and the State CEQA Guidelines set forth in California Code of Regulations, Title 14, Sections 15000 *et seq.*, (the “Guidelines”), because it constitutes organizational or administrative activities of local government that will not result in direct or indirect physical changes in the environment. (Guidelines Section 15378(b)(5)). Because this Resolution is not a “project” for CEQA purposes, it is not subject to CEQA requirements.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED,
that the South Tahoe Redevelopment Successor Agency Board:

1. Hereby approves the Successor Agency’s membership withdrawal from the PFA.
2. Hereby approves the Amendment, in the form attached hereto as Exhibit A.
3. Hereby requests the Oversight Board to approve the Successor Agency’s execution and delivery of the Amendment, and directs the Successor Agency Secretary to transmit this Resolution to the Oversight Board for consideration at the earliest possible date.
4. Hereby directs and authorizes each of the Chair, the Vice Chair and the Executive Director (each an “Authorized Officer”), acting individually, to execute and deliver, for and in the name of the Successor Agency, the Amendment, in substantially the form attached hereto as Exhibit A, with such changes therein as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by the execution and delivery thereof); provided that such execution and delivery shall occur after the effectiveness (pursuant to Health and Safety Code Section 34179(h)) of the Oversight Board’s resolution approving the execution and delivery of the Amendment.
5. Hereby authorizes the Authorized Officers and all other officers of the Successor Agency, jointly and severally, to do all things, including the execution and delivery of documents and instruments, which they may deem necessary or proper to effectuate the purposes of this Resolution and the Amendment.
6. Directs that this Resolution shall take effect upon its adoption.

Adopted by the Board of Directors of the South Tahoe Redevelopment Successor Agency on March 15, 2022 by the following vote:

Yes: Creegan, Friedrich, Middlebrook and Wallace
Absent: Bass


Devin Middlebrook (Mar 16, 2022 11:09 PDT)
Devin Middlebrook, Chair

Date: Mar 16, 2022

Attest:

Susan Blankenship (Mar 16, 2022 11:09 PDT)
Susan Blankenship, Secretary

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

STRSA Resolution 2022-002 Joint Powers Finance Amendment

Final Audit Report

2022-03-16

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"STRSA Resolution 2022-002 Joint Powers Finance Amendment" History








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-  Agreement completed.
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EXHIBIT A

Amendment No. 1 to Joint Exercise of Powers Agreement
(South Tahoe Joint Powers Financing Authority)

(see attached)

AMENDMENT NO. 1 TO JOINT EXERCISE OF POWERS AGREEMENT

with respect to the

SOUTH TAHOE JOINT POWERS FINANCING AUTHORITY

This Amendment No. 1 to Joint Exercise of Powers Agreement (this “Amendment No. 1”) is dated as of March 15, 2022 for reference purposes, and is made by and among the City of South Lake Tahoe (the “City”), the Successor Agency to the South Tahoe Redevelopment Agency (the “Successor Agency”), and the Parking Authority of the City of South Lake Tahoe (the “Parking Authority”), to amend that certain Joint Exercise of Powers Agreement, dated January 3, 1989 (the “JPA Agreement”).

RECITALS:

A. The Joint Exercise of Powers Act, being California Government Code Section 6500, et seq. (the “Joint Powers Act”), provides that public agencies by agreement may jointly exercise any power common to the contracting parties. The Parking Authority is a “public agency” within the meaning of that term under Section 6502 of the Joint Powers Act, and as such, is eligible to enter into this Agreement.

B. Pursuant to Article 4 of the Joint Powers Act (also known as the Marks-Roos Local Bond Pooling Act of 1985), an authority created pursuant to Article 1 of the Joint Powers Act has additional, independent powers under the Joint Powers Act, including the power to issue bonds to pay the cost of any public capital improvement, and the power to make secured or unsecured loans to a local agency, including the City and the Parking Authority, in connection with the financing of public capital improvements and to refinance indebtedness incurred in connection with public capital improvements undertaken and completed, and may purchase bonds issued by any local agency at a public or private sale and such bonds may be held by the authority or sold to public or private purchasers at public or negotiated sales.

C. Pursuant to the Joint Powers Act, the City and the South Tahoe Redevelopment Agency (the “Former Redevelopment Agency”) have heretofore entered into the JPA Agreement, pursuant to which the public entity known as the “South Tahoe Joint Powers Financing Authority” was created.

D. On June 29, 2011, Assembly Bill No. 16 was enacted as Chapter 5 of Statutes of 2011 (“AB 26”), pursuant to which all redevelopment agencies in the State of California were statutorily dissolved as of February 1, 2012, including the Former Redevelopment Agency, and the Former Redevelopment Agency’s interests in and obligations under the JPA Agreement were assigned to the Successor Agency by operation of the law enacted by AB 26, including but not limited to California Health and Safety Code Section 34178(b)(3).

E. California Health and Safety Code Section 34187(b) provides for the dissolution of the Successor Agency within several months of the final retirement or payment of all enforceable

obligations of the Former Redevelopment Agency, disposal of all real property, and resolution of all outstanding litigation of the Successor Agency.

F. There continues to be a need within the City, consistent with the need described in the declarations of the State Legislature set forth in Article 4 of the Joint Powers Act, to expand, upgrade, and otherwise improve the public capital facilities of local government necessary to support the rehabilitation and construction of residential and economic development. The needs of local government for financing these facilities greatly exceed the amount of funds available from existing state, local, and federal sources.

G. The needs of the City to expand, upgrade, and otherwise improve the public capital facilities are expected to continue beyond the termination of the Successor Agency, and bonded indebtedness or other obligations that may be issued with the assistance of the South Tahoe Joint Powers Financing Authority are expected to have terms and maturities extending beyond the termination of the Successor Agency, so it is necessary to add the Parking Authority as a member of the JPA Agreement in order to continue the existence of the Authority.

H. The common powers of the City and the Parking Authority include the power to issue revenue bonds for the purpose of financing the acquisition, construction, rehabilitation, refinancing, or development of public parking facilities and for the provision of capital improvements in connection with and determined necessary to the public parking facilities; the power to purchase bonds, notes or other obligations; the power to acquire and dispose of real and personal property; the power to pay for the cost of publicly owned improvements in connection with and determined necessary to the public parking facilities; and the power to accept financial assistance from various public sources. The City and the Parking Authority desire to jointly exercise certain powers common to the parties, as set forth herein, including the foregoing and including the expansion, upgrading and improvement of said public capital improvements, and to facilitate the continued existence of the South Tahoe Joint Powers Financing Authority, which may also exercise its independent powers authorized by the Joint Powers Act.

I. The Parking Authority desires to enter into this Amendment No. 1 to become a party to the JPA Agreement in furtherance of the Joint Powers Act, including Article 4 thereof, and the Successor Agency desires to withdraw from the JPA Agreement.

J. The inclusion of the Parking Authority as a member to the Authority will preserve the existence of the Authority (thereby avoiding any disruption with respect to the outstanding Authority bonds), while allowing the Successor Agency to withdraw its membership.

K. In furtherance of the purposes of the JPA Agreement and the Joint Powers Act, including Article 4 thereof, and pursuant to Section 16 of the JPA Agreement, the City and the Successor Agency desire to enter into this Amendment No. 1 to: (i) add the Parking Authority as a party to the JPA Agreement, (ii) provide for the withdrawal of the Successor Agency from the South Tahoe Joint Powers Financing Authority and the JPA Agreement, and (iii) certain updates to the JPA Agreement, including clarifying changes necessitated by all of the foregoing.

NOW, THEREFORE, the City, the Successor Agency, and the Parking Authority agree as follows:

Section 1. Amendments to the JPA Agreement.

A. The JPA Agreement is hereby amended to include the Parking Authority as a party to the JPA Agreement. By its signature to this Amendment No. 1, the Parking Authority agrees to be a party to the JPA Agreement and accepts the terms of the JPA Agreement.

B. The JPA Agreement is hereby amended to remove the Former Redevelopment Agency as succeeded by the Successor Agency, as assignee by operation of law to the Former Redevelopment Agency, as a member of the South Tahoe Joint Powers Financing Authority and as a party of the JPA Agreement and thus terminate its membership in the South Tahoe Joint Powers Financing Authority.

C. The recitals of the JPA Agreement are hereby amended to add the following recital:

WHEREAS, this Agreement has been amended by that certain Amendment No. 1 to Joint Exercise of Powers Agreement, dated January 3, 1989, to reflect the addition of the Parking Authority of the City of South Tahoe as a member of the Authority and as a party to this Agreement and to reflect the withdrawal of the Successor Agency to the South Tahoe Redevelopment Agency, as successor to the Agency by operation of law upon the Agency's statutory dissolution, from membership of the Authority and the JPA Agreement."

D. Section 1 of the JPA Agreement is hereby amended to add the following additional defined terms:

"Amendment No. 1" means that certain Amendment No. 1 to Joint Exercise of Powers Agreement, dated as of January 3, 1989, by and among the City, the Successor Agency to the South Tahoe Redevelopment Agency, as successor to the former Agency, and the Parking Authority.

"Local Agency" means a Member, or an agency or subdivision of that Member, sponsoring a project of Public Capital Improvements, or any city, county, city and county, authority, district, or public corporation of the State of California.

"Member" means originally, the City and the Agency, and any other member who may be become a member of the Authority, including but not limited to the Parking Authority, which was added as a member pursuant to Amendment No. 1.

"Parking Authority" means the Parking Authority of the City of South Tahoe, a public body, corporate and politic, duly organized and validly existing pursuant to the Constitution of the State of California and the Parking Law of 1949.

“Parking Law of 1949” means the Parking Law of 1949, being California Streets and Highways Code Section 32500, et seq., as amended from time to time.

“Public Capital Improvements” has the meaning given to such term in Section 6585 of the Law, as in effect on the date hereof, and as hereafter amended.

E. Section 2 of the JPA Agreement is hereby amended and restated as follows:

“Section 2. PURPOSE

This Agreement is made for the joint exercise of powers common to its Members, and for other purposes as permitted under the Law. The purpose of this Agreement is to provide for the financing of Public Capital Improvements, and working capital requirements of a Local Agency through the acquisition by the Authority of such Public Capital Improvements and the leasing, purchasing or selling thereof to a Local Agency and/or the purchase by the Authority of Obligations of a Local Agency pursuant to bond purchase agreements and/or the lending of funds by the Authority to a Local Agency.”

F. Section 3 of the JPA Agreement is hereby amended and restated in its entirety to read as follows:

“SECTION 3. TERM

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by the parties hereto pursuant to a supplemental agreement executed by the Members; provided, however, that in no event shall this Agreement terminate while any notes or bonds of the Authority remain outstanding, or while the Authority owns or holds any interest in a Public Capital Improvement.”

G. Subsection C.(1) of Section 4 of the JPA Agreement is hereby amended and restated in its entirety to read as follows:

“C. Meetings of the Board

(1) Regular Meetings. “Regular meetings of the Board shall be held on the same day and at the same time and place as the regular meetings of the City Council of the City of South Lake Tahoe, so long as an agenda for such meeting is posted at least 72 hours in advance of such meeting (or such other length of period as required by the Ralph M. Brown Act). If the Board of Directors has no business to conduct on a date when a Regular Meeting would otherwise be held, no agenda for the Board of Directors meeting shall be posted and such Regular Meeting shall be automatically cancelled.”

H. Except for the Recitals of the JPA Agreement and the defined terms of the JPA Agreement amended or added by Section 1.D. of this Amendment No. 1, which shall read as set forth in such Section 1.D., and except as otherwise amended by the foregoing provisions of this Section 1, all references in the JPA Agreement to the "Agency" are hereby amended and restated to refer to the "Parking Authority."

Section 2. JPA Agreement to Remain in Effect. Save and except as expressly amended by this Amendment No. 1, the JPA Agreement shall remain in full force and effect.

Section 3. Filing with Secretary of State and State Controller. The Executive Director of the Authority shall cause to be filed, or shall confirm the filing of: (1) a notice of this Amendment No. 1 with the office of the Secretary of State within 30 days of its effective date, as required by Section 6503.5 of the Joint Powers Act, and (ii) a copy of this Amendment No. 1 together with the JPA Agreement with the Controller and the local agency formation commission in the County of El Dorado as required by Section 6503.6 of the Joint Powers Act.

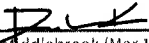
Section 4. Counterparts. This Amendment No. 1 may be executed in counterparts, and photocopies or facsimile copies of this Amendment No. 1 may be used as originals.

Section 5. Effective Date. The effective date of this Amendment No. 1 shall be the date upon which the resolution of the Oversight Board for the Successor Agency approving this Amendment No. 1 is effective pursuant to Sections 34179(h) and 34181(f) of the California Health and Safety Code.


[signatures on next page]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 as of the date first written above.

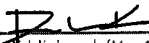
CITY OF SOUTH LAKE TAHOE


Devin Middlebrook (Mar 16, 2022 15:55 PDT)
Devin Middlebrook, Mayor


ATTEST:


Sue Blankenship (Mar 16, 2022 15:27 PDT)
Susan Blankenship, City Clerk

SUCCESSOR AGENCY TO THE SOUTH TAHOE REDEVELOPMENT AGENCY


Devin Middlebrook (Mar 16, 2022 15:55 PDT)
Devin Middlebrook, Chair


ATTEST:


Sue Blankenship (Mar 16, 2022 15:27 PDT)
Susan Blankenship, Secretary

PARKING AUTHORITY OF THE CITY OF SOUTH LAKE TAHOE


Cristi Creegan (Mar 17, 2022 09:53 PDT)
Cristi Creegan, Chair

ATTEST:


Sue Blankenship (Mar 16, 2022 15:27 PDT)
Susan Blankenship, Secretary












C-032-2022 Amendment 1 JPA - STJPFA

Final Audit Report

2022-03-17

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