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TITLE 7.41. TAHOE CONSERVANCY AGENCY COMPACT [66900 - 66901] (Title 7.41 added by Stats. 1973, Ch. 1064.)

66900. The Legislature of California hereby ratifies and approves the "Tahoe Conservancy Agency Compact" as set forth below.
(Added by Stats. 1973, Ch. 1064.)

66901. The provisions of this interstate compact executed between the States of Nevada and California are as follows:
TAHOE CONSERVANCY AGENCY COMPACT

Article I. Findings and Declarations of Policy

(a) It is found and declared that the waters of Lake Tahoe and other resources of the Lake Tahoe region are threatened with deterioration or degeneration, which may endanger the natural beauty and economic productivity of the region.

(b) It is further declared that by virtue of the special conditions and circumstances of the natural ecology, developmental pattern, population distribution and human needs in the Lake Tahoe region, the region is experiencing problems of resource use and deficiencies of environmental control.

(c) It is further found and declared that there is a need to maintain an equilibrium between the region's natural endowment and its manmade environment, to preserve the scenic beauty and recreational opportunities of the region, and it is recognized that for the purpose of enhancing the efficiency and governmental effectiveness of the region, it is imperative that there be established a governmental agency with power to acquire and hold property in the Tahoe region in accordance with a regional plan of resource conservation adopted by the Tahoe Regional Planning Agency.

Article II. Definitions

As used in this compact:

(a) "Region," includes Lake Tahoe, the adjacent parts of the Counties of Douglas, Ormsby, and Washoe lying within the Tahoe Basin in the State of Nevada, and the adjacent parts of the Counties of Placer and El Dorado lying within the Tahoe Basin in the State of California, and that additional and adjacent part of the County of Placer outside of the Tahoe Basin in the State of California which lies southward and eastward of a line starting at the intersection of the basin crestline and the north boundary of Section 1, thence west to the northwest corner of Section 3, thence south to the intersection of the basin crestline and the west boundary of Section 10; all sections referring to Township 15, North, Range 16 East, M.D.B. & M. The region defined and described herein shall be as precisely delineated on official maps of the agency.

(b) "Agency" means the Tahoe Conservancy Agency.

(c) "Governing body" means the governing board of the Tahoe Conservancy Agency.

Article III. Organization

(a) There is created the Tahoe Conservancy Agency as a separate legal entity.

The governing body of the agency shall be constituted as follows:

Five members appointed from the public at large by the Governor of California and five members appointed from the public at large by the Governor of Nevada. Not more than four of the members shall be residents of the region.

(b) The members of the agency shall serve without compensation, but the expenses of each member shall be met by the state which he represents in accordance with the law of that state. All other expenses incurred by the governing body in the course of exercising the powers conferred upon it by this compact unless met in some manner specifically provided, shall be paid by the agency out of its own funds.

(c) The term of office of the members of the governing body shall be for four years. However, of the first members selected four shall be appointed to serve for four years, four shall be appointed to serve for three years, and two shall be appointed to serve for two years.

(d) The governing body of the agency shall meet at least monthly.

(e) The governing body shall elect from its own members a chairman and vice chairman, whose terms of office shall be two years, and who shall be subject to reelections; provided that a new chairman or vice chairman may be elected by the agency before the expiration of the two-year term for the fulfillment of that two-year term.

(f) A majority of the members of the governing body shall constitute a quorum for the transaction of the business of the agency. A majority vote of the members of the governing body present shall be binding; provided that the vote of each member of the governing body shall be individually recorded. The governing body shall adopt its own rules and regulations and procedures.

(g) The agency shall establish and maintain an office within the region. The agency may rent or own real and personal property and equipment.

(h) Upon receipt of certified copies of the resolutions or notifications appointing the members of the governing body, the Secretary of State of each respective state shall notify the Governor of the state who shall, after consultation with the Governor of the other state, issue a concurrent call for the organization meeting of the governing body at a location determined jointly by the two governors.

Article IV. Personnel

(a) The governing body shall determine the qualification of, and it shall appoint and fix the salary of, the executive officer of the agency, and shall employ such other staff as may be necessary to execute the powers and functions provided for under this act or in accordance with any intergovernmental contracts or agreements the agency may be responsible for administering.

(b) Agency personnel standards and regulations shall conform insofar as possible to the regulations and procedures of the civil service of the State of California or the State of Nevada, as may be determined by the governing body of the agency and shall be regional and bistate in application and effect; provided that the governing body may, for administrative convenience and at its discretion, assign the administration of designated personnel arrangements to an agency of either state, and provided that administratively convenient adjustments be made in the standards and regulations governing personnel assigned under intergovernmental agreements.

(c) The agency may establish and maintain or participate in such additional programs of employee benefits as may be appropriate to afford employees of the agency terms and conditions of employment similar to those enjoyed by employees of California and Nevada generally.

(d) The agency's expenses may be paid out of agency funds acquired by gift or donation and from any money received from rents or leases of agency property; provided that the expenditure of the agency for staff services shall not exceed 10 percent of the income from such sources.

Article V. Agency's Powers

(a) The agency is hereby empowered to accept and hold private land acquired through purchase, gifts, and exchanges. The agency shall not develop nor shall it enter into any contract or agreement which would result in the development of any land under its ownership or control except in conformance with the adopted Tahoe Regional Plan.

(b) The agency is hereby empowered to initiate, negotiate, and participate in contracts and agreements for the management of land under its ownership or control with the state, the local governmental authorities of the region, or the federal government and to enter into any other intergovernmental contracts or agreements authorized by state or federal law.

(c) The agency may acquire interests in land by means of land exchanges and is authorized to enter into all alternatives to the acquisition of fee interests in land including, but not limited to, the acquisition of easements, development rights, life estates, leases, and leaseback agreements. Land acquisition policy shall be set by the agency.

(d) At the request of the agency, land or interests in land authorized to be acquired by the agency under this compact, shall be acquired by the California Department of General Services or the Nevada state agency so designated by the agency.

Article VI. Finances

(a) The agency is authorized to receive gifts, donations, subventions, grants, rents, royalties, and other financial aids and funds from private and public sources. These sources shall constitute the income of the agency, and the agency shall not be dependent upon continuing governmental appropriations for its operating expenses.

(b) On or before December 30 of each calendar year the agency shall establish the amount of money necessary to support its activities for the next succeeding fiscal year commencing July 1 of the following year. The agency shall set aside by June 30 from

the gifts, donations, rents, subventions, grants, or any other financial resources available to it sums sufficient to support the agency's activities for the succeeding fiscal year commencing on July 1.

(c) The agency may fix and collect fees for any services rendered by it.

Article VII. Miscellaneous

(a) It is intended that the provisions of this compact shall be reasonably and liberally construed to effectuate the purposes thereof. The provisions of this compact shall be severable and if any phrase, clause, sentence or provision of this compact is declared to be contrary to the constitution of any participating state or of the United States or the applicability thereof to any other government, agency, person or circumstance is held invalid, the validity of the remainder of this compact and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby. If this compact shall be held contrary to the constitution of any state participating therein, the compact shall remain in full force and effect as to the remaining state and in full force and effect as to the state affected as to all severable matters.

(b) The agency shall have such additional powers and duties as may hereafter be delegated or imposed upon it from time to time by the action of the Legislature of either state concurred in by the Legislature of the other.

(c) A state party to this compact may withdraw therefrom by enacting a statute repealing the compact. Notice of withdrawal shall be communicated officially and in writing to the Governor of the other state and to the agency administrators.

(Added by Stats. 1973, Ch. 1064.)