

**BYLAWS
OF
TRUCKEE TAHOE WORKFORCE HOUSING AGENCY**

PREAMBLE

The Truckee Tahoe Workforce Housing Agency (“**Agency**”) was established on January 27, 2020, pursuant to the Joint Exercise of Powers Agreement Creating the Truckee Tahoe Workforce Housing Agency, as may be amended from time to time (“**Agreement**”), and the Joint Exercise of Power Act (Government Code section 6500 et seq.). The members of the Agency may be referred to herein individually as a “**Member**” or collectively as the “**Member.**”

**ARTICLE I
DEFINITIONS**

In addition to the other terms defined herein, the following terms, whether in the singular or in the plural, when used herein and initially capitalized, shall have the meanings specified:

- Section 1. Act means Articles 1 through 4, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of powers common to public agencies.
- Section 2. Agreement means the Joint Exercise of Powers Agreement which created the Truckee Tahoe Workforce Housing Agency, whose Effective Date is January 22, 2022, as amended from time to time.
- Section 3. Agency means the Truckee Tahoe Workforce Housing Agency, which was created by the Agreement.
- Section 4. Board or Board of Directors means the governing body of the Agency.
- Section 5. Bylaws means the bylaws of the Agency, contained herein.
- Section 6. Director means a member of the Board representing a Member.
- Section 7. Member means the Tahoe Forest Hospital District, Tahoe Truckee Unified School District, Truckee Donner Public Utility District, Truckee Tahoe Airport District, and any other entity added pursuant to Section 5.1(b) of the Agreement.
- Section 8. Officer means the Chair, Vice Chair, Secretary, or Treasurer/Auditor.

ARTICLE II PURPOSE AND LIMITATIONS

- Section 1. **Purpose of Agency.** The Agency was formed with the purpose and intent to support and promote the development of workforce housing for Members within the Agency's jurisdiction, and to collectively plan, acquire, develop, lease, finance, and construct workforce housing for Member employees and support housing programs that provide workforce housing to Member employees, as specified in Section 2.4 of the Agreement.
- Section 2. **Purpose of Bylaws.** The Agreement authorizes the Board to adopt such bylaws, rules and regulations as are necessary or desirable to accomplish the purposes of the Agreement; provided, however, that nothing in the Bylaws, rules or regulations shall be inconsistent with the Agreement. By approving these Bylaws, the Board intends to adopt additional procedures concerning basic governance, internal organization, Board committees, and other matters addressed in these Bylaws.
- Section 3. **Conflict Between Bylaws and Agreement.** Unless specifically defined in these Bylaws, all defined terms shall have the same meaning ascribed to them in the Agreement. If any term of these Bylaws conflicts with any term of the Agreement, the Agreement terms shall prevail, and these Bylaws shall be amended to eliminate such conflict of terms. Unless the context or reference to the Agreement requires otherwise, the general provisions, rules of construction and applicable statutory definitions will govern the interpretation of these Bylaws.

ARTICLE III POWERS

The powers of the Agency shall be as set forth in Article 3 of the Agreement and in Government Code section 6508, or as otherwise authorized by law.

ARTICLE IV BOARD OF DIRECTORS

- Section 1. **Board Membership.** Agency is governed by a Board of Directors ("**Board**") comprised of one representative for each Member.
- Section 2. **Additional Members.** A public agency may be considered for membership in the Agency by presenting an adopted resolution to the Board that includes a request to become a Member. The Board may approve membership by a unanimous vote and upon satisfaction of the conditions specified in Section 5.1(b) of the Agreement.

- Section 3. **Withdrawal.** After July 1, 2023, any Member shall have the right to withdraw from the Agreement by giving at least 24 months' advance written notice to the Board and each Member.

ARTICLE V BOARD OF DIRECTORS

- Section 1. **Director Appointment.** The governing body of each Member shall appoint and designate in writing one regular Director, who shall be authorized to act for and on behalf of such Member. ~~The regular Director shall be the chief administrative officer or the general manager of the appointing Member, or a designee of the chief administrative officer or the general manager.~~ The governing body of each Member shall also appoint and designate in writing one alternate Director who may vote on matters when the regular Director is absent from a meeting. The designee of the General Manager and the alternate Director shall have the same authority to make decisions as that of the chief administrative officer/general manager.
- Section 2. **Resignation.** A Director may resign at any time by giving written notice to the Board Secretary. The notice of resignation may specify a date on which the resignation will become effective.
- Section 3. **Vacancy.** If at any time a vacancy occurs on the Board, for whatever reason, a replacement shall be appointed by the governing body of the subject Member within 45 days of the vacancy.
- Section 4. **Powers and Duties of the Board.** The Board shall have the responsibility for the general management of the affairs, property and business of the Agency and may, from time to time, adopt and modify these Bylaws and other rules and regulations for that purpose and for the conduct of its meetings as it may deem proper. The Board may exercise and shall be vested with all powers of the Agency insofar as not inconsistent with law, Article 3 of the Agreement, or these Bylaws.

ARTICLE VI MEETINGS

- Section 1. **Principal Office.** The principal office for the transaction of the activities and affairs of the Agency ("Principal Office") is located at 10970 Spring Lane, Truckee, CA 96161.
- Section 2. **Regular Meetings.** The Board shall hold at least two regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour, and place of each regular meeting shall be fixed by resolution of the Board.

- Section 3. **Special and Emergency Meetings.** Special and emergency meetings of the Board may be called in accordance with the provisions of Government Code sections 54956 and 54956.5, respectively.
- Section 4. **Open Meetings.** All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code Section 54950 et seq.). Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law.
- Section 5. **Closed Sessions.** The Board shall comply in all respects with closed session requirements and procedures of the Brown Act. Pursuant to Government Code section 54956.96(a)(2), the Board hereby authorizes an alternate Director who is also a member of the governing body of a Member, and is attending a properly noticed Board meeting in the absence of the regular Director, to attend a closed session held during such meeting. Pursuant to Section 54956.96(a)(2), alternate Directors who are not a member of the governing body of a Member may not attend a closed session meeting of the Agency.
- Section 6. **Agenda.** The Executive Director shall prepare the agenda for all meetings of the Board in accordance with the Brown Act, and regular meeting agendas shall be posted 72 hours before each meeting in compliance with said Act.
- Section 7. **Quorum.** A majority of the entire Board of Directors shall constitute a quorum in order to conduct business. Alternate Directors attending meetings shall not be counted as part of any meeting quorum unless such Alternate Director is formally representing an absent Director. In the absence of a quorum, no business may be transacted except the adjournment of a meeting by the remaining Directors. A Director shall be deemed present for the determination of a quorum if the Director is present at the meeting in person or if he or she participates in the meeting telephonically as provided by the Brown Act.
- Section 8. **Voting.** Each Director present at a meeting shall have one vote in any decision. Except as otherwise required by law, voting shall be viva voce. Unless otherwise specified in the Agreement, a simple majority of the quorum shall be required for the adoption of a motion, resolution, contract authorization or other action of the Board. Less than a majority may make a motion for adjournment. A super majority vote (requiring 70% of the board vote) of the entire Board shall be required for the following items listed in Section 5.2(d) of the Agreement: ~~-(1) adding new members; (2) issuing bonds or other forms of indebtedness; (3) approving commencement of eminent domain proceedings; and (4) termination of the Agreement and dissolution of the Agency.~~
- Section 9. **Action.** Action by the Board on all resolutions and ordinances shall be recorded in writing, signed by the Chair, and attested to by the Secretary. All other actions of the Board shall be by motion recorded in written minutes.

- Section 10. **Adjournments and Adjourned Meetings.** The Board may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified by the Board in accordance with law. If less than a majority is present at a meeting, a majority of those members of the Board present may adjourn the meeting from time to time.
- Section 11. **Organization.** Each meeting of the Board shall be presided over by the Chair or, in his or her absence, by the Vice Chair, or in the absence of both the Chair and Vice Chair, by any member of the Board selected to preside by vote of a majority of the members of the Board present. The Secretary, or in his or her absence, any person designated by the individual presiding over the meeting, shall act as secretary of the meeting.
- Section 12. **Compensation and Reimbursement.** Pursuant to Section 5.2(f) of the Agreement, compensation for work performed by Directors on behalf the Agency shall be borne by the Member that appointed the Director. The Board may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors.

ARTICLE VII OFFICERS

- Section 1. **Officers.** The officers of the Board shall consist of a Chair, Vice Chair, Secretary, and Treasurer/Auditor (each an “Officer”). The Chair and Vice Chair must be members of the Board. The Chair shall have the power to enforce meeting decorum and rules of order and to exercise such other powers and duties pursuant to Section 5.2(e) of the Agreement and as may be assigned by the Board. The Vice Chair shall perform the duties of the President in the absence or inability to act of the Chair.
- Section 2. **Election of Officers.** The Board at its first regularly scheduled meeting of the year, each year thereafter, and at such other times as there may be a vacancy in an office, shall elect a Chair and Vice Chair.
- (a) Chair. In the event of a vacancy of the Chair, the Board shall elect the Vice Chair to fill the vacancy at the next meeting of the Board held after such vacancy occurs.
- (b) Vice Chair. In the event of a vacancy of the Vice Chair, the Board shall elect a new Vice Chair to fill the vacancy at the next meeting of the Board held after such vacancy occurs.
- Section 3. **Appointments of Officers.** The Secretary and Treasurer/Auditor shall be chosen at the initial meeting or as soon as practical thereafter.

- (a) Secretary. The Board shall appoint a Secretary, who need not be a Member of the Board. The Secretary shall give, or cause to be given, notice of all meetings of the Board and committees of the Agency required by the Bylaws and applicable law to be given. The Secretary shall keep or cause to be kept, at the Principal Office or such other place as the Board may direct, a record of summary minutes of all meetings and actions of Directors, Alternate Directors and committees of the Agency, with the time and place of meeting, whether the meeting was regular or special, how any special meeting was authorized, the notice provided for the meeting, the names of those present at such meetings, and the votes, actions and proceedings of such meetings.
- (b) Treasurer/Auditor. Pursuant to Government Code sections 6505.5 and 6505.6, the Board shall appoint a qualified person to act as the Treasurer/Auditor for the Agency. The Board may appoint a qualified person to serve as Treasurer/Auditor. Treasurer/Auditor shall be the depositary and shall have responsibility for the depositing and custody of all funds held by the Agency from any source. The Treasurer/Auditor shall possess the powers of, and shall perform those functions and duties required by provisions of applicable law, the Joint Exercise of Powers Act, the Agreement, and those which may be prescribed by the Board or these Bylaws. All funds of the Agency shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly. The Treasurer/Auditor shall provide strict accountability of said funds in accordance with Government Code sections 6505 and 6505.5 and all other applicable provisions of law.
- (c) Additional Officers. The Board may appoint additional officers deemed necessary or desirable.

Section 4. **Term of Office.** The Chair and Vice Chair shall serve for a term of one year, without limit to the number of terms.

Section 5. **Resignation of Officers.** Voluntary Resignation. Any officer of the Agency may, subject to contrary provision in any applicable contract, resign at any time by giving written notice to the Board or to the Chair or Secretary of the Agency. Any such resignation shall take effect at the time specified in the notice or, if the time is not specified, on receipt thereof. Unless otherwise specified in the notice, acceptance of such resignation shall not be necessary to make such resignation effective.

Section 6. **Vacancies.** If any office becomes vacant at any time, such vacancy may be filled at any time by the Board.

Section 7. **Official Bond.** The Treasurer/Auditor is designated as the public officer or person who has charge of, handles, or has access to any property of the Agency. The

Treasurer shall file an official bond as required by Section 6505.1 of the Act in an amount fixed by resolution of the Board.

ARTICLE VIII COMMITTEES

- Section 1. **Committees.** As further provided in Section 5.2 of the Agreement, the Board may establish permanent or temporary committees as the Board deems appropriate to assist the Board in carrying out its functions.
- Section 2. **Appointment to Standing Committees.** For Standing Committees, the Chair shall nominate committee members, subject to approval by a majority vote of the Board. If the Board fails to approve the Chair's nomination(s) to a Standing Committee, the Board may entertain a motion for the appointment of committee members.
- Section 3. **Committee Voting.** Action by a committee on all matters shall require an affirmative vote of a majority of the members of the committee who are present at the meeting.
- Section 4. **Alternate Directors in Standing Committees.** In the event a member of a Standing Committee is unavailable to attend a duly noticed meeting of that committee, the Alternate Director representing the same Member as the absent Director may attend and, if applicable, vote in the committee meeting in place of the absent Director. The Alternate Director may also chair the committee and fully participate in discussion and debate during meetings.
- Section 5. **Removal of Committee Members.** The Board may remove a committee member from a committee, with or without cause, by a majority vote of the Board.
- Section 6. **Ad Hoc Committees.** The Board may establish temporary ad hoc advisory committees that: (a) are composed of less than a quorum of the Board, (b) have no continuing subject matter jurisdiction, and (c) have no meeting schedule fixed by charter, ordinance, resolution, or formal action of the Board. The Chair shall appoint the members of such ad hoc committees.

ARTICLE IX ADMINISTRATION AND STAFFING

- Section 1. **Executive Director.** At the initial meeting, the Board shall appoint an Executive Director under whose general supervision and control the activities of the Agency shall be conducted and shall be compensated for his/her services as determined by the Board. The Executive Director may be a Member entity staff member and shall serve at the pleasure of the Board and continue in his/her capacity until he/she resigns or is terminated by the Board. The Executive Director shall be the chief

administrative officer of the Agency and shall have overall responsibility for the day-to-day operations and administration of the Agency. The Executive Director shall ensure that staff for the Agency are able to implement the Agreement, these Bylaws, and any other requirements imposed by law. The Executive Director shall have the powers and duties set forth in Section 5.3(b) of the Agreement and the following powers and duties:

- (a) Executing contracts, deeds and other documents and instruments as authorized by the Board, subject to any Board policy on spending and signature authority.
- (b) Exercising general supervision over all property belonging to the Agency.
- (c) Exercising responsibility for purchases of all supplies, materials, and equipment of the Agency.
- (d) Coordinating Board meetings and public participation opportunities associated therewith, and in coordination with the Agency's Legal Counsel, ensuring the Agency operates in a manner consistent with all legal requirements imposed by law on California public agencies.
- (e) Ensuring that the requirements of the Joint Exercise of Powers Act (Government Code section 6500 et seq.) are satisfied.
- (f) Exercising such other powers and duties as may be prescribed by the Board or these Bylaws.
- (g) Carrying out the direction of the Board.

Section 2. **Reimbursement of Expenses.** The Board may adopt by resolution a policy relating to the reimbursement of expenses incurred by Officers and employees.

ARTICLE X FINANCES

Section 1. **Fiscal Year.** The fiscal year for the Agency shall begin on July 1st and end on June 30th, unless the Board adopts a resolution changing the dates.

Section 2. **Budget.** The Agency shall operate pursuant to a general operating budget and other Agency budgets adopted in accordance with Article 6 of the Agreement.

Section 3. **Operating Budget and Expenditures.** The Executive Director shall present a proposed budget to the Board before April 1 each year for review and approval.

The Board shall approve an annual operating budget before the beginning of a fiscal year or any other date established by the Board, as required to conduct its business in a manner consistent with the purposes of the Agency. Unless otherwise required by the Agreement or California law, the Treasurer/Auditor shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval of the Board.

- Section 4. **Funding for the Agency.** Funding for the Agency shall be in accordance with Sections 6.3, 6.4 and 6.5 of the Agreement.
- Section 5. **Alternative Funding Sources.** The Agency may, by a Board vote, seek funding from other alternative sources, including but not limited to, state and federal grants or loans, and the issuance of bonds.
- Section 6. **Transfer of Records, Accounts, Funds, and Property.** Pursuant to Section 6.6 of the Agreement, 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.

ARTICLE XI RECORDS

- Section 1. **Availability.** A copy of the Agency's Bylaws and the Agreement shall be kept at the Agency's Principal Office, as set forth in Section 6.1 above, and shall be open to inspection by the public at all reasonable times during office hours.
- Section 2. **Inspection.** Unless otherwise restricted by law, any Member and any Director may inspect any record of the Agency, including but not limited to, the accounting books and records and minutes of the proceedings of the Board and committees of the Board, at any reasonable time. A designated representative of the Member may make any inspection and copying under this Section and the right of inspection includes the right to copy. As directed and permitted by law, Agency records shall be open to inspection by the public.

ARTICLE XII AMENDMENTS

These Bylaws may be modified, amended or repealed or new Bylaws may be adopted by resolution by an affirmative vote of the Board at any regular or special meeting of the Board. In the event that a conflict exists between a provision in the Bylaws and a provision in the Agreement, the provision in the Agreement shall govern.

ARTICLE XIII
SEVERABILITY

Any adjudication that these Bylaws or any part thereof is invalid shall not affect the validity of the remainder of these Bylaws.

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

This Joint Exercise of Powers Agreement (“Agreement”), effective as of November 6, 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 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, within the boundaries of the Tahoe Truckee Unified School District as they existed as of the effective date of this agreement, 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, within the boundaries of the Tahoe Truckee Unified School District as they existed as of the effective date of this agreement, 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, nonprofit, 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.
- a. **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 super majority vote (70% or more of the board 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.
- b. **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

- b. **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.
- c. **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. The designee of the General Manager and the alternate Director shall have the same authority to make decisions as that of the chief administrative officer/general manager. 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.

- d. **Quorum.** A majority of Directors of the entire Board 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.
- e. **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, excepting the following actions which shall require a super majority vote (70% or more of the board vote) of the entire Board:
 - (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. 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 each 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, 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.

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 INITIAL 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

TTWHA Housing Work Plan 2021-25

FOCUS AREAS	1. Lease/Develop Workforce Housing 2. Expand Housing Programs and Services 3. Develop Non-housing-related Programs to Ease the Burden of Housing Costs	TARGETS	Year	Employees Served %	# Served	
			2021	1.00%	17	
			2022	1.50%	25	
			2023	2.50%	42	
			2024	5.00%	83	
			2025	10.00%	167	
			Total	0.20	333	
Activity	Goal	Timeframe	Status Towards Targets (5/21/21)	Lead/Support	% of Staff Time	2021-22 Budget
Focus Area 1: Lease/Develop Workforce Housing - 40%						
Development of Workforce Housing	Develop housing on member agency-owned land	January Start First project under const. Dec 2025		ED / Member Agency Ad-hoc	20	\$75,000.00
Master Leasing Program	Secure member agency-leased units to increase access and affordability for employees	March Start Program launch September 2021		ED / Agency Staff / Regional Partners	20	Agency Opt-in
Short-term Housing	Master lease units for emergency / new hire needs	See Master Leasing		ED	5	-
Focus Area 2: Expand Housing Programs and Services - 40%						
Employee Concierge for Housing	Support employees in their search for housing	Ongoing Hire PT support staff late 2021	80 employees served	ED / Support Staff	10	Staff Time
Unlock Existing Units	Unlock existing units for long-term lease through incentives and programs	Ongoing Launched July 1, 2020	10 Placements	ED / Landing Locals	5	\$75,000.00
Pathway to Ownership	Increase # of employees buying homes in the region through education and funding	April Start		ED / Realtors/Lenders	10	-
Education + Outreach			1 Placement			\$5,000.00
Down Payment Assistance						Agency Opt-in
Loan Products						TBD
Existing Homeowner Support	Provide education/tools to existing homeowners to upgrade their homes	May Start		ED / TDPUD	5	Staff Time
Reduce Insurance Barriers / Expenses	Provide insurance access and affordability by combining member agency resources	March Start		Member Agencies / ED	5	Agency-led
Focus Area 3: Develop Non-housing Related Programs to Ease Burden of Employee Housing Costs - 20%						
Transit-related Incentives and Education	Increase awareness and education around transit opportunties for employees	August Start		Member Agencies / ED	10	Agency-led
Child-care Partnerships and Offerings	Explore resource-sharing to increase child-care access / affordability	October Start		Member Agencies / ED	10	Agency-led
*# of Employees Served = Employees that were able to access housing and/or housing programs through agency support / offerings						\$155,000.00

Truckee Tahoe Workforce Housing Agency		
2021-22 Budget		
07/01/2021 - 06/30/2022		
REVENUE		
MEMBER FEES	Operations	Housing
Tahoe Forest Hospital District	\$163,539	\$103,463
Tahoe Truckee Unified School District	\$69,014	\$43,662
Truckee Donner Public Utility District	\$8,996	\$5,692
Truckee Tahoe Airport District	\$3,451	\$2,183
Total Member Funding	\$245,000	\$155,000
TOTAL MEMBER FEES / REVENUE	\$400,000	
EXPENSE		
PAYROLL AND EMPLOYEE BENEFITS		
Executive Director		\$110,000
Part-time Housing Program Support Staff		\$15,000
Employee Benefits		\$40,200
Training & Continuing Education		\$1,500
Total Payroll and Employee Benefits		\$166,700
OPERATING, GENERAL, AND ADMINISTRATIVE		
Insurance		\$15,000
Dues & Subscriptions		\$700
Office Equipment		\$1,000
Office Space		\$0
Office Phone		\$200
Office Supplies		\$1,000
Computer Software		\$2,200
Bank Service Charges		\$300
Total Operating, General, and Administrative		\$20,400
MARKETING + ADVERTISING / COMMUNITY OUTREACH		
Marketing and Advertising		\$3,500
Community Engagement / Business Development		\$1,500
Total Marketing+Advertising / Community Outreach		\$5,000
PROFESSIONAL SERVICES		
Accounting & Audit		\$20,000
Legal		\$25,000
Website		\$2,500
Total Professional Services		\$47,500
HOUSING PROGRAMS		
Development Activities		\$75,000
Master Leasing		\$0
Housing Match Program		\$75,000
Employee Concierge		\$0
Short-term Housing		\$0
Pathway to Ownership		\$5,000
Down Payment Assistance		\$0
Homeowner Support		\$0
Remove Barriers to Home Insurance Coverage		\$0
Total Housing Programs		\$155,000
NON-HOUSING PROGRAMS		
Transit/Transportation		\$0
Child Care		\$0
TOTAL REVENUE		\$400,000
TOTAL EXPENSE		\$394,600
TOTAL REMAINING FUNDS		\$5,400
ASSUMPTIONS		
Executive Director is employed at 32 hours per week and support staff at 10 hours per week		
Employee benefits through TFHD are estimated at 32% of gross salary		
Office space and phone provided by Tahoe Forest		
Computer Software		
Adobe Acrobat		\$700
Gsuite Email Operating System		\$500
Quickbooks		\$1,000
Marketing + Advertising / Community Outreach		
Advertising		\$1,000
Business Cards		\$100
Marketing Materials		\$2,000
Website Domain		\$300

Truckee Tahoe Workforce Housing Agency **Member Agency Funding Policy**

1. **Purpose:** To establish funding policies for: 1) Annual Membership Fees; 2) New Member Buy-in Fee and Contributions to the Agency Annual Operating Budget; and 3) Opt-In Housing Programs and Acquisition/Development Projects.
2. **Authority:** The authority to request member agency funding is based on the calculations and agreements included in this policy. All member funding requests should be made in accordance with this policy.
3. **Annual Membership Fee**

A. Employee Count

By February 1st of each year, each Member Agency whose jurisdiction is within the jurisdictional boundaries of the Agency, shall provide the following information to Agency staff:

1. Full-time Employee (FTE) Count, as included in the Member Agency's current-year adopted annual budget. The Member Agency's FTE count shall include both full and part-time employees. Part time employee positions shall be aggregated to full time positions (e.g. two 50% positions would equal one FTE for the count). Seasonal workers (e.g. summer rec program employees) shall not be included in the FTE Count.
2. Independent Contractor count, for those who provide service to the member agency on an ongoing basis, and should be considered when developing programs for employees of the agency.

By February 1st of each year, each Member Agency whose jurisdictional boundary extends beyond the jurisdictional boundaries of the Agency, shall submit an FTE Count of those employees and independent contractors stationed in, or serving on a regular basis within, the geographic boundaries of the Agency. Those Member Agencies shall provide Agency staff a written justification regarding the calculation of the FTE Count. The final determination of the FTE Count for these Member Agencies shall be at the sole discretion of the Agency.

B. Calculation of Annual Membership Fee for Each Member Agency

By April 15th of each year, during the Agency's annual budget process, the Agency shall calculate the Annual Membership Fee for each Member Agency.

1. Expenses included in the development of the Annual Membership Fees

The following components of the Agency's proposed Annual Operating Budget shall be included in the calculation of Annual Membership Fees:

a. Operating Expenses

All operating expenses in the Agency Annual Operating Budget. Examples of operating expenses include payroll and employee benefits, operating general and administrative costs, professional services, marketing, advertising and community outreach.

b. Housing Programs and Preliminary Expenses related to Opt-In Programs and Projects

Housing Program expenses in the Agency Annual Operating Budget include expenses for programs that are general in nature and available to employees of all member agencies. Preliminary expenses related to Opt-in Housing Programs and Acquisition/Development Projects (see Section 4 of this policy) shall also be included in the Agency Annual Operating Budget. The implementation costs associated with Opt-In programs and projects shall not be included in the Agency Annual Operating Budget. Those implementation costs related to those specific programs, development/acquisition expenses shall be budgeted independently and funded by Member Agencies that choose to participate in the specific program or project.

2. Methodology for allocating costs to Member Agencies

Agency staff shall calculate the total FTE Counts for all Member Agencies and invoice each Member Agency its proportional share of the Agency's Annual Operating Budget.

C. Invoicing and Payment of Annual Membership Fee

By June 1st of each year Agency shall invoice each Member Agency for its Annual Membership Fee. By August 1st of each year the Annual Membership Fee shall be paid to the Agency by each Member Agency.

4. **New Member Agencies – Buy-in Fee and Contribution to Agency's Annual Operating Budget**

New members shall make the following two payments prior to the commencement of membership:

A. Buy-in Fee: \$18,477.68 plus 3% inflation per year

This fee is equivalent to the amount the founding agencies paid to create the TTWHA in 2019. New members will be charged the founding fee plus a rate of 3% inflation per year,

calculated annually at the start of each fiscal year. Buy-in fees shall be placed in a reserve fund for future use at the discretion of the Board.

B. Contribution to Agency Annual Operating Budget

If a New Member Agency is admitted on July 1 (the start of the new fiscal year), the New Member Agency shall be responsible for its proportional share of the full year Agency budget. If the member agency is admitted after July 1, the New Member Agency shall be responsible for a pro-rated proportional share of the current fiscal year budget upon admission. As of the date of new membership, the current year TTWHA budget would be recalculated to include the new member agency's fees.

5. Member Agency Opt-in Funding of Housing Programs and Acquisition/Development Projects

The following Opt-In initiatives shall be funded through a process separate from the Annual Operating Budget:

A. Acquisition of Housing Units through Leasing or Purchase

Certain housing acquisition programs will require funding from individual member agencies to support access and / or affordability for those Member Agencies' employees. For these programs, once the program has been developed by staff, and approved by the board, a separate budget to fund the program will be created. Agencies will then have the opportunity to participate based on employee need. These programs will be funded only by those agencies that choose to 'opt-in' to the program.

B. Development of New Housing Units

New housing development projects include the construction of housing units for Member Agency employee use. With each proposed project, a project-specific budget will be created for board consideration and member agency 'opt-in.'