

Minutes of the May 19, 2021 Board Meeting

MINUTES
MEETING OF THE BOARD OF DIRECTORS OF
THE TRUCKEE TAHOE WORKFORCE HOUSING AGENCY

May 19, 2021, 8:30am

1. CALL TO ORDER: 8:31am
Directors Present: Harry Weis, Tahoe Forest Hospital District
Kevin Smith, Truckee Tahoe Airport District
Carmen Ghysels, Tahoe Truckee Unified School District
Steven Poncelet, Truckee Donner Public Utility District

2. APPROVAL OF AGENDA
 - a. Item 8c was moved to to beginning of the meeting, to accommodate the public in attendance.

3. PUBLIC COMMENT
No public comment.

4. CONSENT ITEMS
 - a. Minutes of the April 21, 2021 Board Meeting
 - b. March 2021 Financials

No public comment.

Motion to approve made by Director Smith. Seconded by Director Ghysels.
Ayes: Director Weis, Director Smith, Director Ghysels, Director Poncelet
Noes: None

5. REPORTS AND PRESENTATIONS
 - a. Executive Director Report
Ms Vitas provided an update on the agency’s upcoming audit, housing match program, proposed master lease program, community meetings and connections, regional housing partner updates, and conversations with local builders and developers.

6. ITEMS FOR BOARD DISCUSSION
 - a. Discuss Land Mapping Exercise Opportunity Sites: Progress to Date and Next Steps
Ms Vitas provided an update on progress on the land mapping exercise. Board discussion ensued. The board provided recommendations on how to further refine the opportunity site list, and requested that the next revision of sites be reviewed with our entitlement agencies to best understand the opportunity that each site represents.

7. ITEMS FOR BOARD ACTION
 - a. Consider Approval of the Agency Funding Policy

No public comment.

Motion to approve made by Director Smith. Seconded by Director Ghysels.
Ayes: Director Weis, Director Smith, Director Ghysels, Director Poncelet

Noes: None

b. Consider Approval of the 2021-22 Fiscal Year Budget

No public comment.

Motion to approve made by Director Smith. Seconded by Director Poncelet.

Ayes: Director Weis, Director Smith, Director Ghysels, Director Poncelet

Noes: None

c. Consider Approval of New Member Agencies

The board reviewed the previous recommendations made by Municipal Resource Group in their Member Agency Expansion report and discussed the request by Nevada County, Placer County, and the Town of Truckee to join as new members of the TTHWA.

A motion to approve new members and authorize the Executive Director to distribute invitations to the requesting agencies made by Director Poncelet. Seconded by Director Ghysels.

Ayes: Director Weis, Director Smith, Director Ghysels, Director Poncelet

Noes: None

Public Comment:

Ms. Mali LaGoe, Nevada County Assistant CEO & Acting CDA Director made a public comment regarding the County's excitement in potentially joining the Workforce Housing Agency, and thanking the board of directors for their consideration.

Ms. Shawna Purvines, Deputy Director of the Community Development Resource Agency, made a public comment thanking the board for their consideration of accepting new member agencies.

Ms. Jen Callaway, Town Manager for the Town of Truckee, made a public comment thanking their consideration and expressing excitement over the potential partnership.

8. DIRECTOR COMMENTS

- a. Director Weis requested a board discussion around a potential housing opportunity at the June board meeting.

9. ADJOURN: 10:17

Motion to adjourn made by Director Ghysels. Seconded by Director Poncelet.

Ayes: Director Smith, Director Ghysels, Director Poncelet

Absent: Director Weis

Noes: None

April 2021 Financials

Truckee Tahoe Workforce Housing Agency
Budget v. Actual: FY 2020_2021
 April 2020 - April 2021

	Total			
	Actual	Budget	Variance	FY 20-21 Budget*
Income				
6100 Contribution Revenue				
6104 Government	300,000.00	300,000.00	-	300,000.00
Total 6100 Contribution Revenue	\$ 300,000.00	\$ 300,000.00	-	\$ 300,000.00
Total Income	\$ 300,000.00	\$ 300,000.00	-	\$ 300,000.00
Gross Profit	\$ 300,000.00	\$ 300,000.00	-	\$ 300,000.00
Expenses				
8000 Salaries & Benefits				
8010 Wages and Benefits	95,678.79	111,150.00	15,471.21	128,250.00
Total 8000 Salaries & Benefits	\$ 95,678.79	\$ 111,150.00	15,471.21	\$ 128,250.00
8100 Professional & Outsourced Svcs				
8105 Staff Support		2,600.00	2,600.00	3,000.00
8110 Accounting & Audit	4,537.00	13,000.00	8,463.00	15,000.00
8115 Website Design	4,950.00	5,000.00	50.00	5,000.00
8130 Legal	21,853.03	23,348.90	1,495.87	25,000.00
8150 Other Professional Services	40,731.43	36,735.99	(3,995.44)	38,400.00
Total 8100 Professional & Outsourced Svcs	\$ 72,071.46	\$ 80,684.89	8,613.43	\$ 86,400.00
8200 Sales & Marketing_Community Outreach				
8210 Advertising & Promotion	3,098.50	8,949.72	5,851.22	10,250.00
8220 Community Engagement / Business Development		1,083.34	1,083.34	1,250.00
Total 8200 Sales & Marketing_Community Outreach	\$ 3,098.50	\$ 10,033.06	6,934.56	\$ 11,500.00
8400 Facility Costs				
8410 Rent Expense	476.30		(476.30)	-
8460 Telephone & Internet		173.34	173.34	200.00
Total 8400 Facility Costs	\$ 476.30	\$ 173.34	(302.96)	\$ 200.00
8500 Other G&A				
8510 Office Supplies	259.95	433.34	173.39	500.00
8540 Office Equipment (non cap)	52.10	1,733.34	1,681.24	2,000.00
8550 Software & Subscription Svcs	1,317.75	1,343.34	25.59	1,550.00
8560 Dues & Subscriptions	668.99	715.00	46.01	825.00
8600 Bank Service Charges	142.80	260.00	117.20	300.00
8620 Insurance Expense	6,415.17	9,283.04	2,867.87	10,000.00
Total 8500 Other G&A	\$ 8,856.76	\$ 13,768.06	\$ 4,911.30	\$ 15,175.00
Total Expenses	\$ 180,181.81	\$ 215,809.35	\$ 35,627.54	\$ 241,525.00
Net Operating Income	\$ 119,818.19	\$ 84,190.65	\$ 35,627.54	\$ 58,475.00
Net Income	\$ 119,818.19	\$ 84,190.65	\$ 35,627.54	\$ 58,475.00

Note

Budget developed for a 15 month period: April 2020_June 2021.

Wednesday, Jun 02, 2021 01:39:18 PM GMT-7 - Accrual Basis

Truckee Tahoe Workforce Housing Agency
Balance Sheet
As of April 30, 2021

	Total	
	As of Apr 30, 2021	As of Apr 30, 2020 (PY)
ASSETS		
Current Assets		
Bank Accounts		
1001 US Bank Checking_6993	132,435.56	
1072 Bill.com Money Out Clearing	-	
Total Bank Accounts	132,435.56	\$ 0.00
Total Current Assets	132,435.56	\$ 0.00
Other Assets		
3300 Deposits	1,000.00	
Total Other Assets	1,000.00	\$ 0.00
TOTAL ASSETS	133,435.56	\$ 0.00
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
4000 Accounts Payable (A/P)	13,617.37	
Total Accounts Payable	13,617.37	\$ 0.00
Credit Cards		
4100 US Bank_Visa_7233	-	
Total Credit Cards	-	\$ 0.00
Other Current Liabilities		
4205 Other Current Liabilities	-	
Total Other Current Liabilities	-	\$ 0.00
Total Current Liabilities	13,617.37	\$ 0.00
Total Liabilities	13,617.37	\$ 0.00
Equity		
Retained Earnings	254,082.68	
Net Income	(134,264.49)	
Total Equity	119,818.19	\$ 0.00
TOTAL LIABILITIES AND EQUITY	133,435.56	\$ 0.00

Wednesday, Jun 02, 2021 01:39:57 PM GMT-7 - Accrual Basis

Executive Director Report

Meeting Date: June 16, 2021
Prepared By: Emily Vitas, Executive Director
Agenda Item: Executive Director Report

TTWHA HOUSING PROGRAMS & UPDATES

Housing Match Program with Landing Locals

Employees Placed: 13 (10 TFHD, 3 TTUSD)

July 1 is one year since the start of the program. The original outline called for 2-3 matches per month and a total pilot program budget of \$10,000. We've averaged 1-2 matches per month, with ~ \$1,500 left in the budget. We will continue to run the program as-is while we develop the incentive program utilizing the \$75,000 in the 2021-22 budget.

Land Mapping Exercise

The board requested that we meet with entitlement agencies to discuss the refined opportunity site list (8 sites currently) before we further refine and identify the 1-3 sites that we want to move forward on development analysis and consideration with. Drew Jack is currently creating 'cut sheets' of the top 8 sites, with site information and photographs, that we can present in meetings with member agency representatives and entitlement agencies for discussion. We will plan for a group meeting to discuss these sites in July.

Temporary Housing Update

To respond to increasing urgency from local businesses for solutions to house our workforce, Placer County is considering an emergency housing ordinance. They are currently identifying clear data thresholds that support an emergency finding, and possible solutions that can be considered. We are working with the County in support of these efforts.

I am meeting with Carmen and Todd River on June 14 to discuss their pursuit of temporary housing solutions on District-owned property and will report back on that conversation at the board meeting.

COMMUNITY ENGAGEMENT

The following list includes those that I have met, and community meetings I've attended, since our last board meeting. Please let me know if you'd like further information on any of these connections.

Community Meetings and Presentations

TTWHA Member Agency 1-year Update & Budget Request Presentations:

April 21: TTUSD May 5: TDPUD June 23: TTAD June 24: TFHD

Alicia Janes, City of Winter Park – Master Leasing
Colin Fernie, Mammoth Lakes Town Council – Master Leasing
Colin Frolich, Landing Locals – Long-term Rental Incentive Program
Dave Polivy, Town of Truckee – General Housing Check-in
Drew Jack, Town of Truckee – Land Mapping Exercise
Emily Setzer, Placer County – Monthly Check-in
Forest Service Staff, Site Walk – Development
Hardy Bullock and Jeff Thorsby, Nevada County – New Member Discussion
Heidi Allstead, Martis Fund – Monthly Check-in
Jen Callaway, Town of Truckee – New Member Check-in

Nevada County/Town of Truckee Public Information Officers – New Member Discussion
Placer County Housing Staff – Emergency Housing Ordinance Planning
Sean Whelan, Builder – Master Leasing
Seana Doherty, Town of Truckee – Monthly & New Member Check-ins
Wendy Sullivan, WSW Consulting – Master Leasing

Mountain Housing Council Technical Advisory Committee - Participant

REGIONAL HOUSING UPDATE

The following is not a comprehensive list of regional housing activities, rather an overview of updates that have been gathered through meetings over the previous month/s.

Mountain Housing Council

- The Housing Council is leading the Regional Housing Implementation Plan process. The first step of the process was to ground the study in updated data through a community survey, an update to the 2016 housing needs analysis, and stakeholder interviews. The survey and housing needs analysis results were published last week. I have attached the presentation given by Sierra Business Council and the hired consultant, Economic & Planning Systems, Inc.

Placer County

- I am working with the County on an information sheet that details how employers can contribute to the Workforce Housing Preservation Program. Details will be shared after the program goes live in July.

Town of Truckee

- On June 8, the Council voted unanimously to join the Workforce Housing Agency to serve their employees' housing needs
- In June 2019, the Town applied to the State of California Department of Housing and Community Development for the 2019 Planning Grants Program (also known as SB2) to help accelerate the development of housing in Truckee. The Town was awarded a \$160,000 grant to conduct housing site analysis on 11 parcels. The Town hired Placeworks to conduct a constraint and opportunities analysis for each site and rank the sites with a goal of rezoning for housing. This process is one we can look to when analyzing our member agency-owned sites.

You can learn more about the SB2 process through the Town's staff report here:

<http://laserfiche.townoftruckee.com/WebLink/DocView.aspx?id=59528954&dbid=0&repo=TRUCKEE&cr=1>

ATTACHMENTS

2020-21 Agency Work Plan

2021-25 TTWHA Housing Work Plan

Mountain Housing Council – April 23 Quarterly Meeting Presentation

Silver Creek Site Plan

TTWHA Agency Work Plan 2020-21

Updated 01/13/2021

Agency Goals

- x Acquire rights to use of existing housing including single-family, multi-family, congregate and other forms of housing owned by the private sector or other public agencies.
- x Participate financially in the development of workforce housing with the right to use all or a portion of the developed units for workforce housing
- x Dedicate agency property for use in developing workforce housing
- x Participate in the development of JPA member property through joint project agreements
- x Encourage development of workforce housing in the Truckee-Tahoe area by other public and private agencies
- x Participate in workforce housing initiatives, studies, and programs
- x Work cooperatively and in a coordinated manner with City, County, and regional agencies in their efforts to foster development of workforce housing

Activities and Strategies to Support Goals

Manage the Agency's Administrative and Operational Activities - 15%

Key Activities and Tasks	Q2 20	Q3 20	Q4 20	Q1 21	Q2 21	Person/s Responsible	Status
Operational Activities							
Open bank account	X					ED	Complete
Activate website	X					TFHD	Complete
Establish email system	X					ED	Complete
Establish phone number	X					TFHD	Complete
Secure PO Box	X					TFHD	Complete
Obtain Tax ID	X					ED	Complete
Secure insurance coverage	X					ED	Complete
Tracking of agency resolutions, certifications, and licenses	X	X	X	X	X	ED	Ongoing
Development of policies and procedures	X	X	X	X	X	ED / Legal Counsel	Ongoing, as needed
Strategic Planning							
Board strategy session		X				ED / Board of Directors	Complete
Housing Work Plan development		X	X			ED	Complete

Board Engagement and Support							
Meeting management	X	X	X	X	X	ED	Ongoing, monthly
Meeting minutes	X	X	X	X	X	ED / Secretary	Ongoing, monthly
Monthly progress reports to board	X	X	X	X	X	ED	Ongoing, monthly
Fiscal Management							
Meetings with accounting personnel	X	X	X	X	X	ED	Ongoing, monthly
Hiring of bookkeeper			X			ED	Complete
Secure relationship with CPA				X		ED	
Management of financials	X	X	X	X	X	ED / Accountant	Ongoing, monthly
Monthly financial reports to the board	X	X	X	X	X	ED / Accountant	Ongoing, monthly
Marketing and Communications							
Logo development	X	X				ED / Designer	Complete
Website build-out	X	X				ED / Designer	Complete
Management of PR and media relations	X	X	X	X	X	ED	Ongoing
Develop advertising campaigns						ED	As needed
Develop marketing materials						ED	As needed
Foster Community Partnerships and Collaboration - 10%							
Key Activities and Tasks	Q2 20	Q3 20	Q4 20	Q1 21	Q2 21	Person/s Responsible	Status
Community Engagement							
Participation in Mountain Housing Council		X	X	X	X	ED	Ongoing
Engage with local associations	X	X	X	X	X	ED	Ongoing
Outreach to regional developers	X	X	X	X	X	ED	Ongoing
Outreach to local jurisdictions and agencies	X	X	X	X	X	ED	Ongoing
Attendance at housing-related community meetings	X	X	X	X	X	ED	Ongoing

Activities and Strategies to Support Goals							
Build Organizational Capacity - 20%							
Key Activities and Tasks	Q2 20	Q3 20	Q4 20	Q1 21	Q2 21	Person/s Responsible	Status
Welcome New Member Agencies							
Develop process for new member agency inclusion				X	X	ED/ Member Agency Ad-Hoc	Ongoing
Begin discussions with potential member agencies				X	X	ED / Member Agency Ad-Hoc	Ongoing
Identify Revenue Streams and Alternative Funding Sources						ED / Member Agency Ad-Hoc	FY 2021-22
Expand Agency Operations to Meet Housing Program Needs						ED / Board of Directors	FY 2021-22
Management and development of housing-related projects and programs - 55%							
Key Activities and Tasks	Q2 20	Q3 20	Q4 20	Q1 21	Q2 21	Person/s Responsible	Status
Employee Housing Needs Assessment (EHNA)							
Project management	X	X				ED / WSW Consulting	Complete
Execute on Housing Focus Areas - See Housing Work Plan				X	X	ED / Member Agencies	Ongoing

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 opportunities 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
						\$155,000.00

*# of Employees Served = Employees that were able to access housing and/or housing programs through agency support / offerings

2021 Timeline	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
Development of Workforce Housing*	RFP: Land Mapping GIS / Analysis of Agency-owned Parcels	Land Mapping	Land Mapping	Land Mapping	RFP: Parcel Analysis	Parcel Analysis	Parcel Analysis	Parcel Analysis	Parcel Analysis	• Parcel Analysis • Community Engagement	Community Engagement	Site Identification	Site Identification
Master Leasing Program*			• Determine funding structure	• Determine funding structure • Develop rates/processes	• Determine funding structure • Develop rates/processes • Determine maintenance/service structure	• Develop rates/processes • Determine maintenance/service structure • Engage prop managers/developers	• Develop rates/processes • Determine maintenance/service structure • Engage prop managers/developers	• Develop rates/processes • Determine maintenance/service structure • Engage prop managers/developers	• Engage prop managers/developers	Program Execution			
Short-term Housing								• Member Agency Needs Assess / Funding Structure • Property Manager/ Developer Outreach	• Member Agency Needs Assess / Funding Structure • Property Manager/ Developer Outreach	Secure Properties	Secure leases	Short-term Leases Commencement	
Employee Concierge for Housing	Ongoing Offering: Website, Phone, Email Support		Development of Educational Materials		Website Upgrades					Increased capacity for program execution (New part-time hire or increase in ED hours)			
Housing Match	Existing Program (Services to Continue Through 2021)												
Pathway to Ownership				Realtor/Lender Partnerships	• Realtor/Lender Partnerships • Regional Programs: Website	• Realtor/Lender Partnerships • Financial Counseling • Financing Opportunities: Website	• Financial Counseling	• Financial Counseling	• Financial Counseling	• Financial Counseling • First Time Homebuyer Workshop	• Financial Counseling • Down Payment Assistance Program Dev	• Financial Counseling • Down Payment Assistance Program Dev	• Financial Counseling • Down Payment Assistance Program Dev
Existing Homeowner Support					• Lender Partnerships • Research		• Upgrade/Maint. Opportunities: Website • Rebate Programs: Website			Low-interest Home Refinance Opportunities			
Transit-related Incentives and Education*								• Member Agency Mtng • Research	• JPA transit partnership and offerings exploration • Regional Transit offerings: website				
Child-care Partnerships and Offerings*										• Member Agency Mtng • Research	• JPA partnership exploration • Regional child care offerings: website		
Reduce Insurance Barriers / Expenses*			• Member Agency Mtng • Research	• Member Agency Mtng • Research						Offerings available (Dependent on results of research/efforts)			

*Member-agency led - with staff support

WORKFORCE HOUSING NEEDS ASSESSMENT UPDATE

Prepared for:
Mountain Housing Council

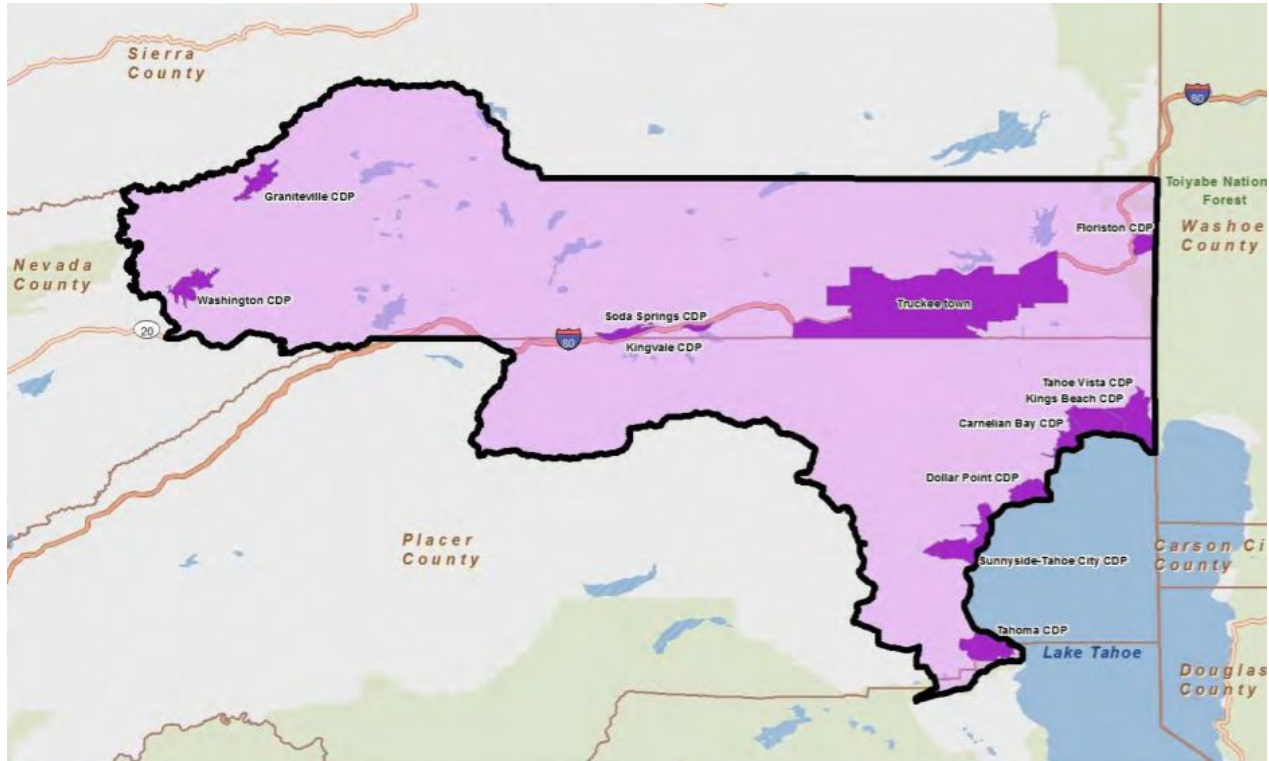
June 2021



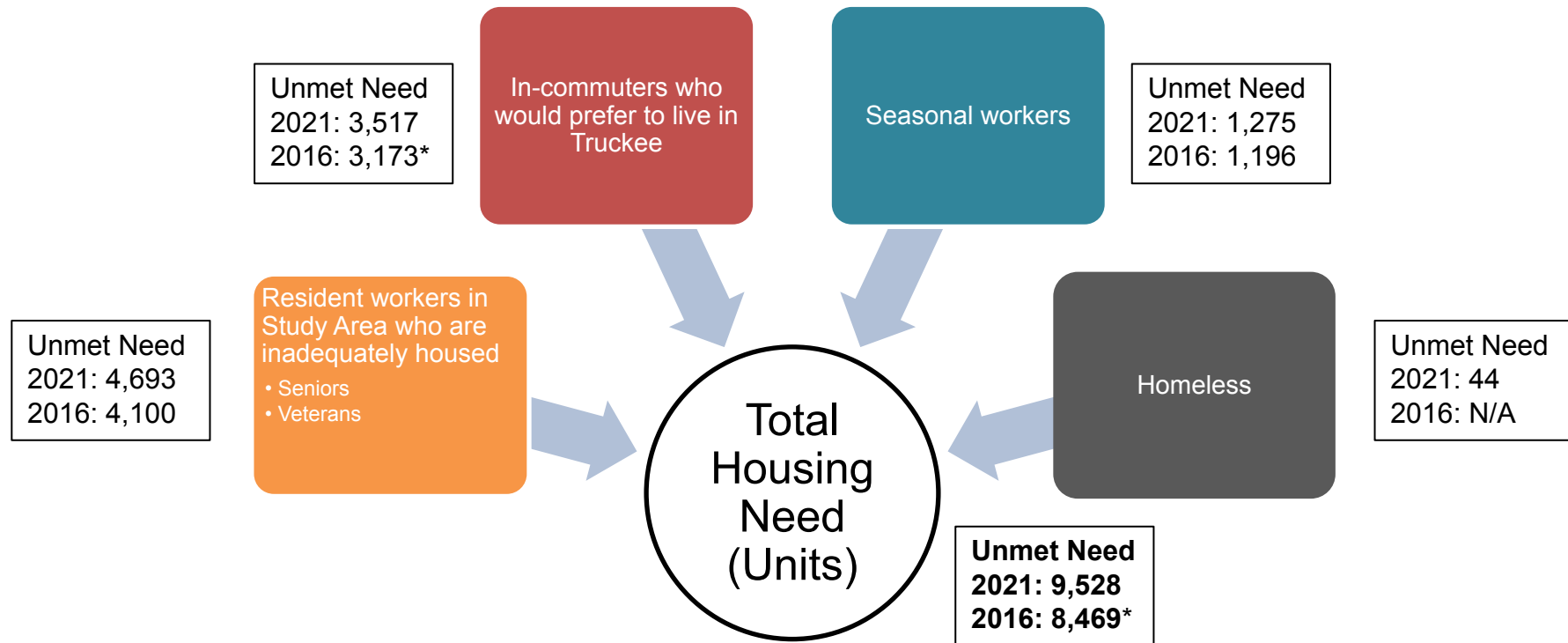
Economic & Planning Systems, Inc.
The Economics of Land Use

1330 Broadway, Suite 450 ■ Oakland, CA 94612
510.841.9190 ■ www.epsys.com

STUDY AREA



HOUSING NEEDS ASSESSMENT - COHORTS

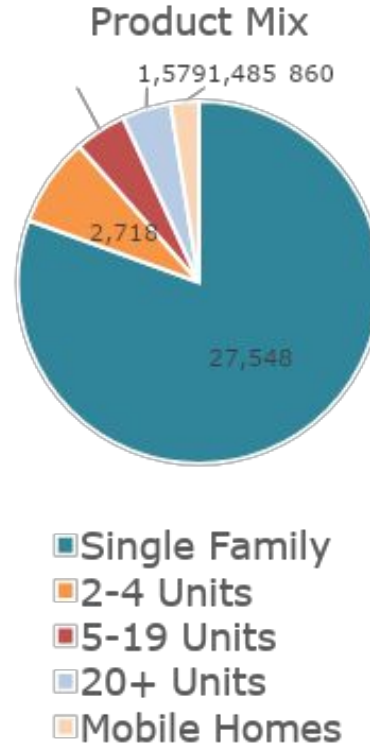


*The 2016 assessment estimated an unmet need of 6,864 for in-commuting households. The 2021 update uses a different methodology, relying on data directly from LEHD's commute pattern estimates. The 2021 methodology was replicated using 2016 data to establish two points in time. The 2016 assessment did not include a count of homeless persons.

HOUSING INVENTORY OVERVIEW (TOTAL)

Total Units in Study Area: **34,191**

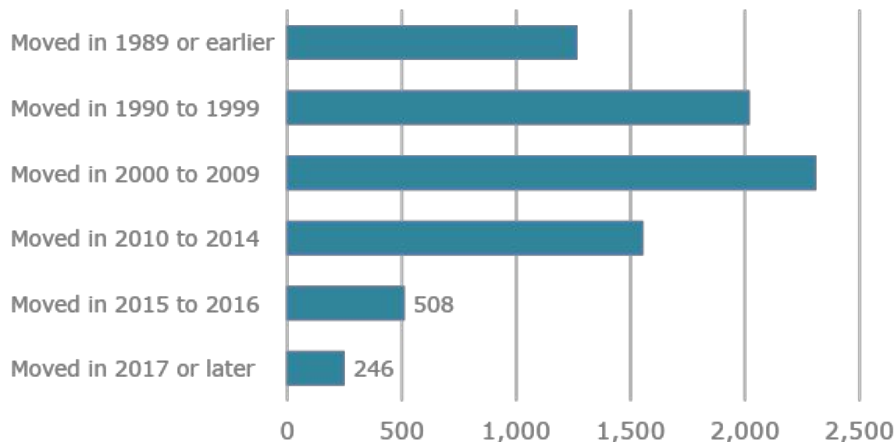
Sources: ESRI; US Census American Community Survey 2018; EPS



HOUSING INVENTORY OVERVIEW (OCCUPIED)

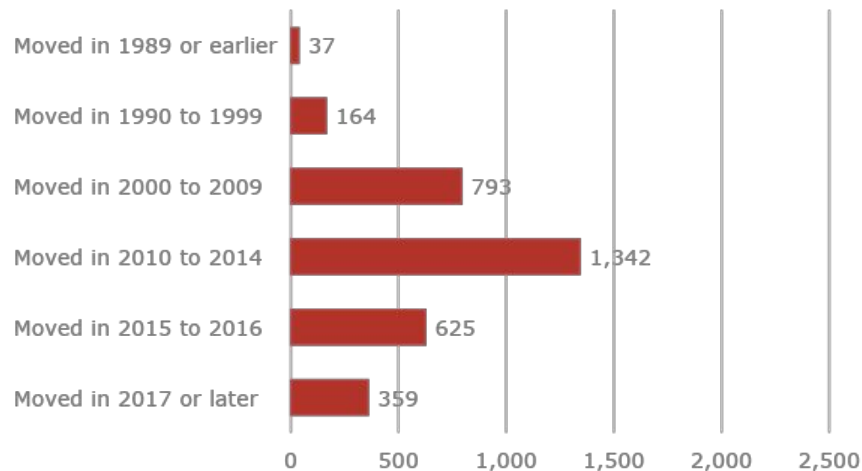
Total Households in Study Area: **11,211**
Sources: ESRI; US Census American Community Survey 2018; EPS

Owner Occupied Length of Tenure (Households)



- 70% of owner-occupied households have been living in the same place for more than 10 years.

Renter Occupied Length of Tenure (Households)



- 70% of renter-occupied households have been living in the same place for fewer than 10 years.

HOUSING NEEDS - OVERVIEW

- The total unmet need for the Study Area increased by 1,064 units between 2016 and 2021, an increase of approximately 12%
- Much of this additional unmet demand was due to the Resident Workforce cohort, which has seen an increase in unmet demand of nearly 600 units

Percent of AMI	Resident Workforce		In-Commuting Workforce		Seasonal Workers		Homeless	Total	
	Total Demand	Inadequately Housed HHs	HH Demand	Inadequately Housed HHs	HH Demand	Inadequately Housed HHs	Inadequately Housed HHs	HH Demand	Inadequately Housed HHs
Up to 30%	1,132	953	667	420	535	451	44	2,378	1,868
Between 30% and 60%	1,887	1,368	1,112	700	487	353	0	3,486	2,421
Between 60% and 80%	1,048	587	618	389	292	163	0	1,958	1,139
Between 80% and 120%	2,348	1,198	1,383	871	292	149	0	4,023	2,218
Between 120% and 160%	1,467	281	864	544	487	93	0	2,818	918
Between 160% and 195%	879	168	518	326	146	28	0	1,542	522
Between 195% and 245%	<u>719</u>	<u>138</u>	<u>423</u>	<u>267</u>	<u>195</u>	<u>37</u>	<u>0</u>	<u>1,337</u>	<u>442</u>
Total	9,479	4,693	5,584	3,517	2,434	1,275	44	17,542	9,528

RESIDENT WORKER HOUSEHOLDS – DEFINING NEED

Income Category	Overburdened, Overcrowded, and/or Underhoused
Income by Housing Problems (Owners and Renters)	
Household Income \leq 30% HAMFI	84.19%
Household Income >30% to \leq 60% HAMFI	72.47%
Household Income >60% to \leq 80% HAMFI	55.95%
Household Income >80% to \leq 120% HAMFI	51.04%
Household Income > 100% HAMFI	19.16%

Source: HUD CHAS 2017

HAMFI: HUD Area Median Family Income

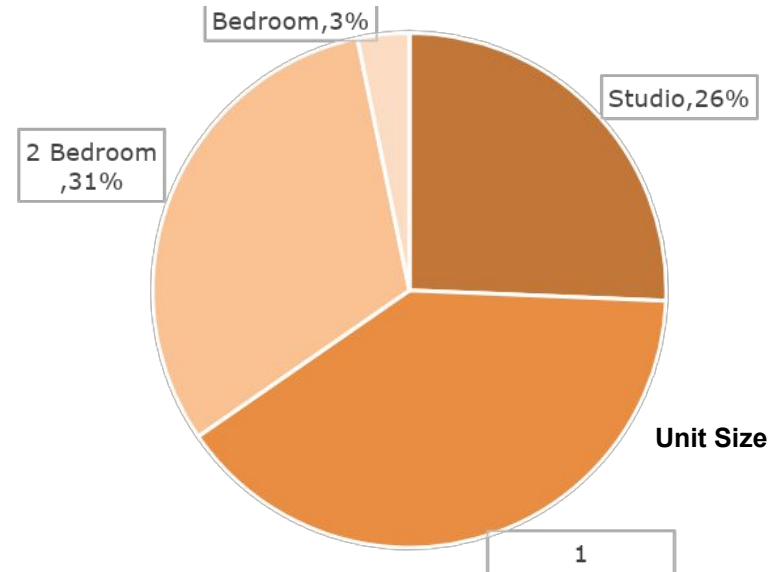
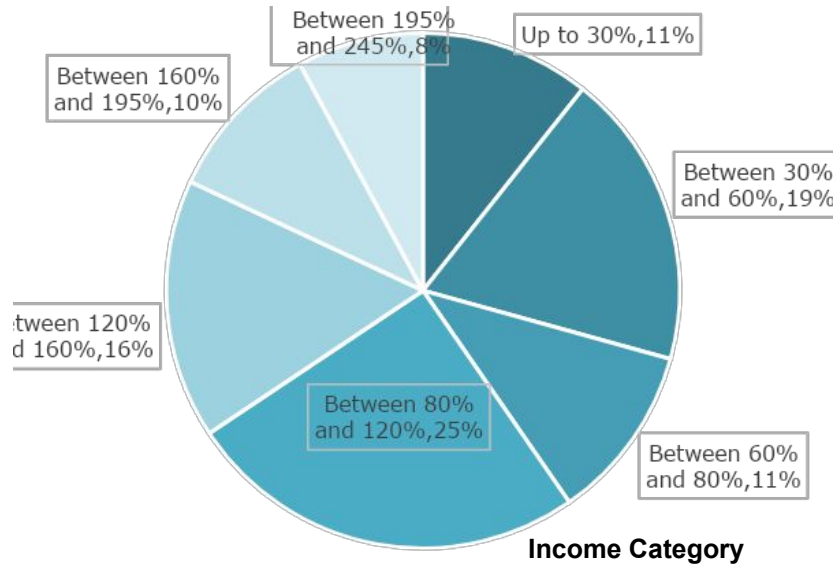
RESIDENT WORKER HOUSEHOLD CURRENT NEED (REGION)

Percent of AMI	Studio	1-Bedroom	2-Bedroom	3+ Bedrooms	Total Units
Up to 30%	265	127	101	9	502
Between 30% and 60%	343	315	197	18	872
Between 60% and 80%	135	225	146	13	519
Between 80% and 120%	240	505	399	43	1,188
Between 120% and 160%	134	310	289	31	764
Between 160% and 195%	52	195	206	21	474
Between 195% and 245%	35	187	133	18	373
Total	1,204	1,865	1,471	153	4,693

** Assumes households will occupy smallest unit without triggering overcrowding.*

RESIDENT WORKER HOUSEHOLD CURRENT NEED (REGION)

- More than half of working households in the Study Area fall between 60% and 120% of AMI
- Nearly three quarters of units needed are either 1 or 2 bedroom



RESIDENT WORKER HOUSEHOLD CURRENT NEED (SUB-REGION)

Truckee

Percent of AMI	Studio	1-Bedroom	2-Bedroom	3+ Bedrooms	Total Units
Up to 30%	139	67	53	5	264
Between 30% and 60%	180	166	103	9	459
Between 60% and 80%	71	118	77	7	273
Between 80% and 120%	126	266	210	23	625
Between 120% and 160%	71	163	152	17	402
Between 160% and 195%	27	103	108	11	249
Between 195% and 245%	19	98	70	9	196
Total	633	981	774	80	2,469

East Placer County

Percent of AMI	Studio	1-Bedroom	2-Bedroom	3+ Bedrooms	Total Units
Up to 30%	104	50	40	3	198
Between 30% and 60%	135	124	77	7	343
Between 60% and 80%	53	89	57	5	204
Between 80% and 120%	95	199	157	17	467
Between 120% and 160%	53	122	114	12	301
Between 160% and 195%	20	77	81	8	187
Between 195% and 245%	14	73	52	7	147
Total	474	734	579	60	1,847

** Assumes households will occupy smallest unit without triggering overcrowding.*

RESIDENT WORKER HOUSEHOLD NEED – 2025 (REGION)

Percent of AMI	Studio	1-Bedroom	2-Bedroom	3+ Bedrooms	Total
Up to 30%	276	133	106	9	524
Between 30% and 60%	357	329	205	18	910
Between 60% and 80%	141	235	152	14	542
Between 80% and 120%	251	527	417	45	1,240
Between 120% and 160%	140	324	301	33	797
Between 160% and 195%	54	204	215	22	495
Between 195% and 245%	37	195	139	19	389
Total	1,256	1,946	1,535	159	4,896

- Reflects current proportion of worker households that are cost burdened, overcrowded, or underhoused. Assumes a 4.3% total increase in jobs, based on CA EDD projections.

RESIDENT WORKER HOUSEHOLD NEED - 2025 (SUB-REGION)

Truckee

East Placer County

Percent of AMI	Studio	1-Bedroom	2-Bedroom	3+ Bedrooms	Total
Up to 30%	145	70	56	5	276
Between 30% and 60%	188	173	108	10	479
Between 60% and 80%	74	123	80	7	285
Between 80% and 120%	132	277	219	23	652
Between 120% and 160%	74	170	158	17	420
Between 160% and 195%	28	107	113	12	260
Between 195% and 245%	19	102	73	10	205
Total	661	1,024	808	84	2,576

Percent of AMI	Studio	1-Bedroom	2-Bedroom	3+ Bedrooms	Total
Up to 30%	109	52	42	4	206
Between 30% and 60%	141	129	81	7	358
Between 60% and 80%	55	92	60	6	213
Between 80% and 120%	99	208	164	18	488
Between 120% and 160%	55	127	118	13	314
Between 160% and 195%	21	80	85	9	195
Between 195% and 245%	15	77	55	7	153
Total	494	766	604	63	1,927

- Reflects current proportion of worker households that are cost burdened, overcrowded, or underhoused. Assumes a 4.3% total increase in jobs, based on CA EDD projections.

HOUSING NEEDS ESTIMATES: VETERANS AND SENIORS

Veterans

Percent of AMI	Studio	1-Bedroom	2-Bedroom	3+ Bedrooms	Total
Up to 30%	24	11	9	1	45
Between 30% and 60%	30	28	17	2	77
Between 60% and 80%	12	20	13	1	46
Between 80% and 120%	21	45	35	4	106
Between 120% and 160%	12	28	26	3	68
Between 160% and 195%	5	17	18	2	42
Between 195% and 245%	3	17	12	2	33
Total	107	166	131	14	417

Seniors

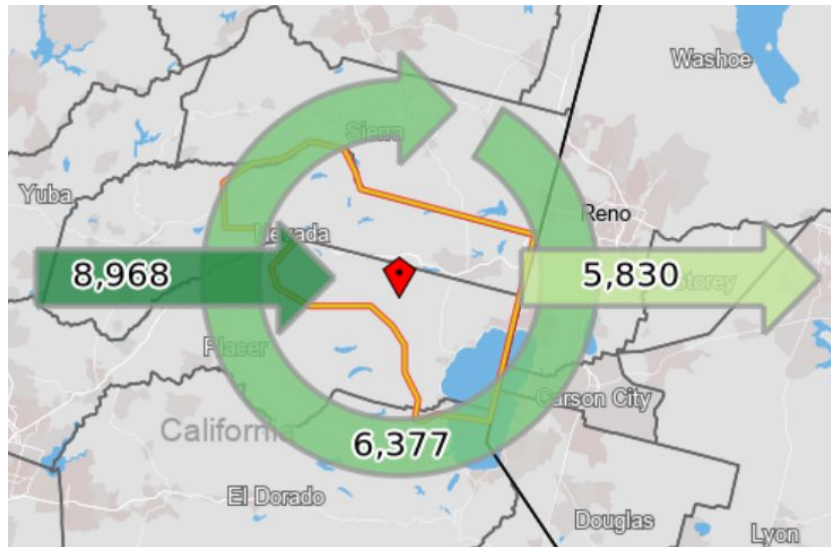
Percent of AMI	Studio	1-Bedroom	2-Bedroom	3+ Bedrooms	Total
Up to 30%	43	21	17	1	82
Between 30% and 60%	56	51	32	3	142
Between 60% and 80%	22	37	24	2	85
Between 80% and 120%	39	83	65	7	194
Between 120% and 160%	22	51	47	5	125
Between 160% and 195%	8	32	34	3	77
Between 195% and 245%	6	30	22	3	61
Total	197	305	240	25	767

- Based on number of working veterans and seniors residing in the Study Area

HOUSING NEEDS ESTIMATES – IN-COMMUTERS

- Relocation preferences are based on employee survey asking how likely respondent would be to relocate to the study area should adequate housing become available; respondents could select Very Likely, Somewhat Likely, or Not Likely
 - 2016 survey offered a binary choice – “Would Relocate” or “Wouldn’t Relocate” – 85% indicated “Would Relocate”

LEHD 2018 Inflow-Outflow (Total Workers)



	2021*	2016*
In-Commuting Workers	8,968	8,060
Workers per HH	1.6	1.6
In-commuting Households	6,927	6,249
“Very Likely” to Relocate (63%)	3,517	3,173
“Somewhat Likely” or “Very Likely” to Relocate (84%)	4,618	4,166
5-Year Change	9.8%	

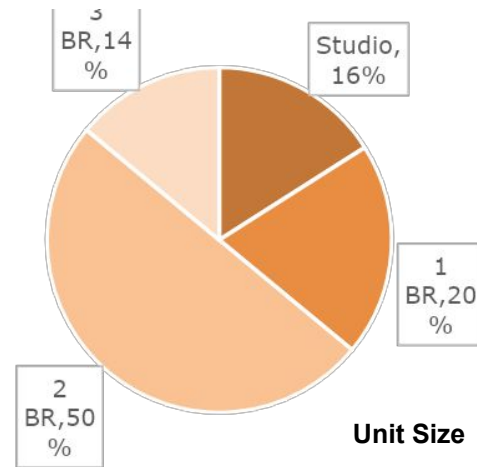
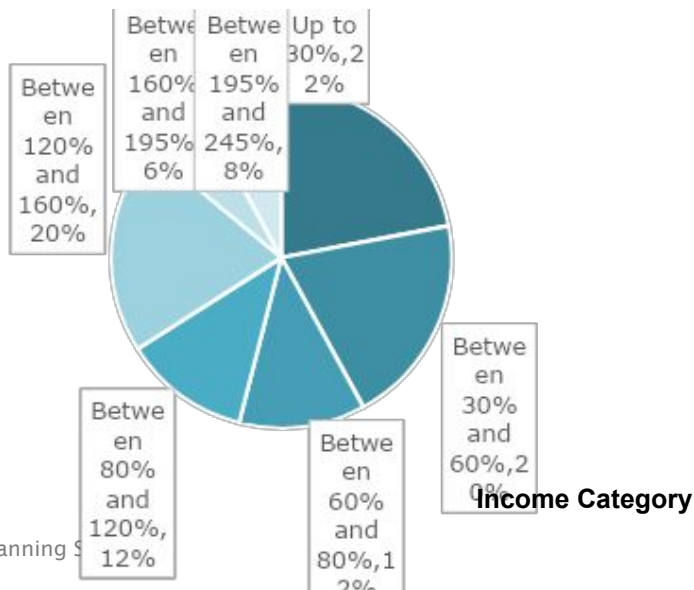
*There is a 3-year lag with LEHD data.

HOUSING ESTIMATES – IN-COMMUTER HOUSEHOLDS

Percent of AMI	Studio	1-Bedroom	2-Bedroom	3+ Bedrooms	Total Units
Up to 30%	198	95	76	6	376
Between 30% and 60%	257	236	147	13	653
Between 60% and 80%	101	169	109	10	389
Between 80% and 120%	180	379	299	32	890
Between 120% and 160%	101	232	216	24	573
Between 160% and 195%	39	146	154	16	355
Between 195% and 245%	26	140	100	13	280
Total	902	1,398	1,103	115	3,517

HOUSING NEEDS – SEASONAL WORKERS

- Estimated unmet need for seasonal worker households is 1,275 units at 1.6 workers per HH, BUT perhaps appropriate to think of in terms of beds
 - Unmet need for approximately **2,000** beds / individuals
 - Opportunity for employer-led assistance
- Up from 2016 by approximately 80 units



HOUSING NEEDS – SEASONAL WORKER HOUSEHOLDS

- Based on ratio of seasonal workers to year-round resident workers as reported by the employee survey

Percent of AMI	Studio	1-Bedroom	2-Bedroom	3+ Bedrooms	Total Units
Up to 30%	72	90	225	63	451
Between 30% and 60%	56	71	176	49	353
Between 60% and 80%	26	33	82	23	163
Between 80% and 120%	24	30	75	21	149
Between 120% and 160%	15	19	47	13	93
Between 160% and 195%	4	6	14	4	28
Between 195% and 245%	6	7	19	5	37
Total	327	507	400	42	1,275

SOURCES

- Bureau of Labor Statistics Wage Data by Occupation
- California Economic Development Department Employment Projections 2020-2035
- ESRI ArcGIS Business Analyst
- MHC 2021 Regional Employee Survey
- U.S. Census American Community Survey 2019
- U.S. Census Longitudinal Employment-Household Dynamics Survey 2018
- U.S. Census Public Use Microdata Survey 2019
- U.S. Housing and Urban Development Comprehensive Housing Affordability Strategy Survey 2013-2017

Partnership Opportunity with the Forest Service
to Develop Workforce Housing

Meeting Date: May 26, 2021
Prepared By: Emily Vitas, Executive Director
Regarding: Discuss Opportunity to Partner with the Forest Service for Workforce Housing

BOARD REQUEST:

Provide feedback and direction on a potential workforce housing project located on Forest Service land in Truckee.

BACKGROUND:

On May 25, Director Smith, Ted Owens, and I met with Tahoe National Forest Service representatives to discuss Forest Service-owned land that may be available for workforce housing.

Forest Service Attendees:

- Hillary Santana, Forest Public Services
- Jonathan Cook-Fisher, Truckee District Ranger
- Shanisha Reese, Civil Engineer
- Temoc Rios, Forest Engineer
- Tim Cardoza, Forest Lands Specialist

The Sites

There are two parcels (labeled 1 and 2 on the attached map) potentially available for development.

Parcel 1 is ~25 acres, borders the Truckee Corp Yard, has access to utility hookups, and can be accessed from Stockrest Springs Rd off the Truckee Way/Coburn Crossing roundabout. The area is fairly flat, with large rock outcroppings and well maintained forest.

Parcel 2 is ~40 acres, borders the Olympic Heights Neighborhood, and would likely need to be accessed through the addition of turn lanes on HWY 267 and/or through the Olympic Heights neighborhood. The area includes rolling hills, and a well maintained trail system. Parcel 2 has wetland at the center of the parcel.

Development Potential

The Forest Service planned to surplus Parcel 2. However, during our site walk, we discussed the possibility of Parcel 1 being developed, and Parcel 2 being preserved by local agencies as open space, ultimately through a purchase arrangement with the Truckee Donner Land Trust (given the site constraints for development and the trail system that exists). The Forest Service is open to this arrangement.

If Parcel 1 were to be developed, the Forest Service stated they'd likely be most interested in a long-term land-lease (minimum of 40 years), and could lease the land at a minimal cost if they have access to at least 1 housing unit. The Forest Service would thus have access to supportive Federal Funding.

The Forest Service is extremely interested in pursuing this as a partnership project.

Forest Service Needs

The Forest Service has seasonal housing needs for their summer-season staff, and long-term housing needs for their year-round employees. We did not discuss the number of units needed, though they shared

that seasonal employees could utilize a bunk house model and that those units would not be needed in the winter.

Next Steps

Convene a discussion on Friday, June 25 between our two agencies, including two TTWHA board members, TTWHA staff, and Forest Service representatives, to determine interest and feasibility.

SAMPLE MOTIONS

This is a discussion item only – no action is required.

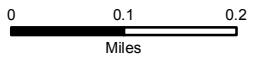
ATTACHMENTS:

Forest Service Site Map

Truckee Parcels

Legend

- Admin_parcels
- Prior FSFREA Conveyance
- Powerlines
- Pipeline/Petroleum
- California National Historic Trail
- Wetland (Approx. 2 acres)



Vicinity Map



Proposed Master Lease Program

Meeting Date: June 16, 2021
Prepared By: Emily Vitas, Executive Director
Agenda Item: Discuss Proposed Master Lease Program

BOARD REQUEST

Provide feedback and direction on the proposed master lease program.

BACKGROUND

The master leasing program will be one of TTWHA's key programs to secure new and existing housing stock. By acting as the lease holder of units, we provide an increased level of trust on behalf of the owner, secure stable housing for our employees, and may be able to provide below market-rate housing through negotiation and/or rent subsidies.

The program is currently being developed through research of other communities' programs and conversations with local stakeholders and builders. We are still working to connect with communities who are engaged in programs similar enough in nature to our proposed program that we can gather best practices and program documents. Additionally, as we develop the program, there are crucial decisions to be made by our member agencies regarding its structure.

Staff is requesting feedback on the current program overview, and discussion around the following program decisions:

- Nature of employer involvement
 - o Employer contribution per unit
 - o Employee rent payments
 - o Rental subsidies
- Securing property management / service providers
- Units leased
 - o Consider single family homes and/or blocks of units

SAMPLE MOTIONS

This is a discussion item only – no action is required.

ATTACHMENTS

TTWHA Master Leasing Draft Program Overview

TTWHA Master Leasing Draft Program Overview

Program Purpose

- Act as guarantor for employees to more easily access units
- Secure crucial housing stock for long-term housing opportunities
- Lease units to employees at rates that reflect a percentage of household income

Program Process

1. TTWHA member agencies 'opt-in' to offering based on number of units available / pricing
2. TTWHA enters into contract with property owner / manager
3. TTWHA advertises property to employees
4. Units may be offered through a tier system, based on member agency participation*
5. TTWHA signs lease and contract with employee, acts as rent collector and point of contact
6. Tenant employer provides 'deposit' amount per household to support turnover, etc
 - Funds may also be used to offset a portion of monthly rent
7. When a unit 'turns-over,' TTWHA is responsible for repairs beyond reasonable wear and tear, selecting a new member agency employee tenant, and paying lease costs while the unit is empty
8. TTWHA maintains book of unit listings that can be advertised and available to employees

Forms/Documents (drafted/approved by legal)

- Rate sheet (dependent on rental price cap decision)
- Unit information listing form (for website and internal distribution)
- Tenant application
- Lease - homeowner
- Lease - tenant
- Agreement - Service providers (for ongoing maintenance, when needed)
- Agreement - Participating member agency approval of master lease program / terms
- Agreement - Member agency rent stipend (dependent on rental price cap decision)

Develop Program Processes/Policies (drafted/approved by legal):

- Home maintenance responsibilities / requirements
- Tenant removal upon loss of job
- Tenant damage/wrongdoing/eviction (include in standard lease)
- Financial - process around rent payments / collection
- Subsidized rent through agency fund (why, when, how)
- Tenant/landlord/neighbor complaints (include in standard lease)

Insurance Coverage

Plan for increases in premium and coverage to accommodate program

To decide

How much is employer contributing per unit?

Contract out property management (maintenance, rent, etc) when needed?

Lease single units (through individual homeowners) or only blocks of units?

Payment processing / management - through JPA? Who is pursuing late rent payments, etc?

Do we offset rent to provide affordable units (30-35% max annual household take-home?)?

RESEARCH/MEETING NOTES

Brent Collinson – Legal Consult	
To Consider <ul style="list-style-type: none">● If securing single-family homes, what do you do when owner sells? Can there be an agreement that if they sell, the new owner honors the lease, at least through year-end?	Process/Lease Recommendations <ul style="list-style-type: none">● In the lease with the owner, include a provision that states that we can ‘sublease’ to employees● Try to secure units for longer than 1-year terms – consider a % inflation per year● Consider an incentive to homeowners to lease?● How do you deal with employee loss of job (dependent on getting fired vs. quitting) – provide 90 days to move out but make clear that tenancy is conditional upon their being an employee● Employees should pay rent to the JPA - keep employers out of the situation● Consider subsidies to offer housing to employees at a rate equivalent to their AMI. The JPA can make up the gap – it will be a taxable event but it still saves them money● If there is a concern over Gift of Public Funds – remember, it is not a gift if you are putting it towards a benefit for your employees, employee retention● The tenant should be fully responsible for maintenance
Colin Fernie, Mammoth Lakes Council + Black Tie Ski Rental	
The Program <ul style="list-style-type: none">● Purchased units and leased to employees● Provided housing at a max of 33% of take-home pay, they paid the rest● Had issues with damage● Smaller units were always more desirable (this may be due to type of employee)	
To Consider <ul style="list-style-type: none">● Contract out property management – ‘you do not want to be in that role’	Process/Lease Recommendations <ul style="list-style-type: none">● Keep the employer out of it – issues with lack of distance between employer, employee, and their housing
Alisha Janes, Winter Park	
The Program <ul style="list-style-type: none">● Own and operate 38 apartments – came to them as part of a development deal● Issues:<ul style="list-style-type: none">○ Communications (owner often had tenant info wrong since there was an employer as the middle man)○ Maintenance is hard if you’re not in the business of managing property	

To Consider

- Advertise through realtors – new homeowners (investment property): lease your home to an essential worker!
- Do not manage the property yourself – manage the leasing process but nothing else
- ‘Buy’ master leases – pay up front to secure long-term use of units

Tahoe Donner: Mike Salmon + Jesse Strzok

Program

- Lease single family homes in Tahoe Donner for winter use – 6 months max
 - Pre-covid: 10 homes leased – usually 2 per bedroom
- 95% of participants are J1 employees
- Tenant pays small deposit
- Maintenance managed by TD staff + hiring of outside contractors
- ‘Lose’ ~\$30,000 per year to run this program, but it’s worth it for stable employees

To Consider

- Do not pull rent from employee paychecks – be aware of ‘bunkhouse rules’

Vail Health: By Way of Wendy Sullivan

Program

- Own 11 units, master lease many – can house up to 140
- Focus is on employee recruitment – they do not offer long-term master leased units
- Units are 87% occupied by design – allows for new hired, weather event response
- Staff can use up to 3 months, executives up to 6, as they find their own housing

To Consider

- Owning units provides more flexibility in the use of the unit (pets allowed, furnishing, etc.) and rents; leasing units means rents paid may rise and subsidies increase.
- Payroll deduct rent and utilities (taxable benefit)
- Charge a \$100 security deposit (may be refunded) and collect \$100 non-refundable processing fee from every employee. Helps fund housing management, cleaning, leasing, etc.
- Furnished units decrease wear and tear on units (not moving furniture in and out several time per year); easier for employees

St John’s Medical Center, Jackson Hole, WY: By Way of Wendy Sullivan

Program

- Own 59 units, master lease 18 units
- Focus is on employee retention
- All units full with multiple applicants when they come available
- Payroll deduct rent/utilities. SJMC retains utilities in the hospital’s name and deducts ½ of rent plus utilities from each employee paycheck (taxable benefit).
- Do not require employee to provide notice if they are vacating a rental. Want to encourage employees to take a market unit in the community if found.
- Provide housing stipends, up to \$1,100/mo for 3-6 months (taxable benefit)

To Consider

- Exercise an objective tenant selection process (transparency is important)
- Consider objective rent setting based on market research – accept loss each year to provide affordability
- Need full-time maintenance person on staff if you're going to manage yourself
- Owning units provides more flexibility in the use of the unit (pets allowed, furnishing, etc.) and rents; leasing units means rents paid may rise, but is easier to downsize if units are not needed

Selection of Certified Public Accountant for Agency Audit

Meeting Date: June 16, 2021
Prepared By: Emily Vitas, Executive Director
Regarding: Consider Approval of Certified Professional Accountant for Annual Audit

BOARD REQUEST:

Select an accountant to perform our annual agency audit.

BACKGROUND:

Per Agency bylaws, we are required to have a formal audit performed annually. We submitted a request to five agencies and received two proposals.

- James Marta & Company, Sacramento: Yes
- McClintock Accountancy, Truckee: No response
- Schettler Macy & Associates, Reno: Yes
- Sherrin Fielder, CPA, Truckee: Does not perform audit services
- Sitkoff O’Neil, Truckee: Do not perform audits

Proposals

Schettler Macy & Associates: \$7,300

- Extensive experience with public agencies and nonprofit organizations

James Marta & Company: \$10,300

- Extensive experience with joint power authorities, special districts, and government agencies
- Currently working with 5 local Truckee-Tahoe agencies

The 2021-22 budget includes \$20,000 for accounting and audit services, with the budget split evenly between accounting and audit services.

Staff recommends the board consider James Marta & Associates, given their experience with joint power authorities and local agencies.

SAMPLE MOTIONS

Sample Motion 1: I move to approve a contract in the amount of (AMOUNT) with (NAME) to perform audit services for the 2020-21 Fiscal Year.

Sample Motion 2: I move to approve a contract in the amount of (AMOUNT) with (NAME) to perform audit services for the 2020-21 Fiscal Year, with the following stipulations:

Sample Motion 3: I move to continue the item / take no action

ATTACHMENTS:

Proposal – James Marta & Company

Proposal – Shettler Macy & Associates



James Marta & Company LLP
Certified Public Accountants

ACCOUNTING • AUDIT • CONSULTING • TAX

Truckee Tahoe Workforce Housing Agency
Audit Services Proposal
May 24, 2021

Emily Vitas
Executive Director
Truckee Tahoe Workforce Housing Agency
Email: emily@ttjpa.org

James Marta & Company LLP
Contact: Jesse Deol, CPA, ARM
Email: JDeol@JPMCPA.com
701 Howe Avenue, Suite E3
Sacramento, CA 95825
(916) 993-9494
Fax (916) 993-9489
www.JPMCPA.com



James Marta & Company LLP
Certified Public Accountants

ACCOUNTING • AUDIT • CONSULTING • TAX

May 24, 2021

Emily Vitas
Executive Director
Truckee Tahoe Workforce Housing Agency
emily@ttjpa.org

RE: Proposal for Independent Audit Services

We are pleased to present our proposal to the Truckee Tahoe Workforce Housing Agency to provide Audit Services for the fiscal year ending June 30, 2021. We foresee extending this contract into future years.

James Marta & Company LLP, Certified Public Accountants, has specialized in auditing Special Districts, Joint Powers Authorities, School Districts and Nonprofits since 1998. Here's how James Marta & Company makes a difference:

- **Special District Specialists:** We've spent over 30 years auditing California Special Districts that provide community services, parks & recreation, fire protection, wastewater treatment, drinking water, and electric power. We assist in financial reporting, PERS, GASB, bonds and federal compliance.
- **Remote Service:** Our secure systems and proven experience help us effectively interact with you to conduct audit processes remotely, in accordance with ongoing orders to maintain social distance.
- **Partner Engagement:** You'll gain partner-level insight at every step and all throughout the year.
- **No Surprises:** You stay up to speed with updates and a project portal that shows real-time status.
- **We Value Your Time:** We've honed our approach to minimize disruptions while meeting deadlines.
- **We Help You Apply Your Audit to Improve:** Your audit can help you better understand operational risks and improve controls. We help you apply your audit for continual improvement.
- **Ongoing Support:** We're your year-round resource for independent perspectives and practical advice on application of accounting standards, closings, financial statements and compliance.
- **Leadership:** Our Partners speak and publish articles on subjects including the Board's Role in Finance and Fiscal Accountability, Compliance, Controls, Fraud Prevention and Detection, and Governance.

This proposal is valid for sixty (60) days from the proposal submission deadline. We look forward to working with you on this important project. James Marta is authorized to sign binding contracts for the firm.

Sincerely,

James Marta & Company LLP
James Marta, CPA, CGMA, ARPM, Managing Partner
JMarta@JPMCPA.com | (916) 993-9494 ext. 111

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THOROUGH, REMOTE AUDITS

WE WORK FACE TO FACE — EVEN WHEN WE’RE MILES APART. Today’s screen sharing and video conference tools allow us to communicate, collaborate and answer questions just like being at your facility.

WE’VE DONE THIS BEFORE. Our team applies extensive experience performing thorough audits from afar.

EXPERT AUDITOR TOOLS. Our secure portal lets you transfer documents and track status. And with your permission, we can use “auditor access” to login to your system and generate reports.

SAFE ON-SITE PRACTICES. When office visits are required, be assured that we apply appropriate measures to minimize risks and protect us all.

1. FIRM OVERVIEW AND QUALIFICATIONS

Our dedicated team is qualified and experienced in auditing Special Districts, Joint Powers Authorities, and other government agencies. Our Partners are engaged in every project to provide oversight and advice. We conduct a thorough audit, meet deadlines and minimize impact on your team.

About 75% of our work is in providing financial audits, bond audits, and federal single audits. We conducted about 130 audits in 2020. In addition, we provide accounting, tax, consulting and controller/CFO services.

The majority of our audit work must be conducted in accordance with generally accepted accounting principles (GAAP), generally accepted auditing standards (GAAS), Minimum Audit Requirements and Reporting Guidelines for Special Districts as required by the State Controller's Office, and Government Auditing Standards as issued by the Comptroller General of the United States. We are highly familiar with the practical application of these standards in conducting audits of Special Districts.

Following are key points in our qualifications:

- Over 30 years' experience providing audit, accounting and controller/CFO services to Special Districts, Joint Powers Authorities, Municipal Agencies, and State Government.
- Staff participate in regular training to stay current on professional standards related to auditing JPAs, Special Districts, and Governmental Entities.
- Extensive experience and training in conducting single audits of federally funded programs.
- Experience preparing Comprehensive Annual Financial Reports according to GFOA standards.
- Experience preparing and submitting the Financial Transactions Report to the State Controller's Office.
- Support for agencies that have earned the "Certificate of Achievement for Excellence in Financial Reporting" from the Government Finance Officers Association.
- Experience assisting with calculations and required disclosures to be in compliance with GASB standards.
- Experience with debt financing, refinancing, and arbitrage calculations.
- Member and presenter for California Special Districts Association at conferences and webinars on subjects including the Board's Role in Finance and Fiscal Accountability, Compliance, Internal Controls, Fraud Prevention/Detection, Accounting, Audit, and Board Governance Responsibility and Accountability.
- Year-round resource to answer questions, help your team interpret the audit, and apply new standards.

"The staff at James Marta & Company are knowledgeable and well-organized professionals. Their team is always willing to provide support and financial advice. They are truly a pleasure to work with."

*Teresa McNamara, Accounting Manager,
Truckee-Donner Recreation & Park District*

GENERAL OVERVIEW

Organization Type: James Marta & Company, LLP is a Limited Liability Partnership.

Location: The firm office is located in Sacramento, California.

Years in Business: The firm was founded in 1998.

Federal Tax ID Number: 27-1682261

James Marta & Company LLP is a partnership formed in 1998 to serve the audit and accounting needs of Special Districts, Joint Powers Authorities, School Districts and other local Government agencies. James Marta & Company serves clients in California, Oregon, Washington, Alaska, Utah and Vermont.

We have two Partners and a team of 12 Staff, Seniors and Supervisors. All team members are based in the greater Sacramento metropolitan area.

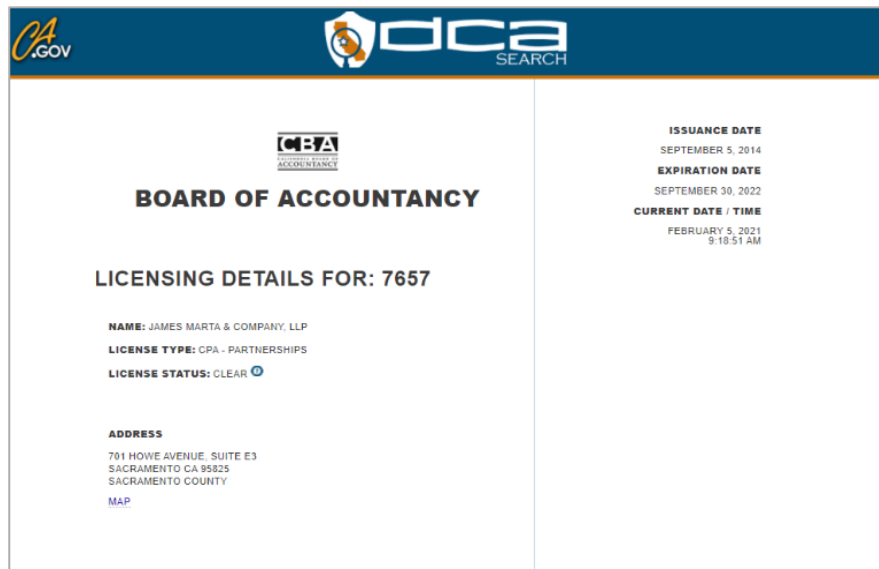
LINES OF BUSINESS

James Marta & Company provides Audit/Attestation, Accounting, Tax and Consulting services to government insurance pools, joint powers authorities, school districts, special districts, and nonprofits.

- **Audit/Attestation:** Financial Audits, Single Audits, Performance Audits (Bonds), Reviews and Compilations.
- **Accounting:** CFO and Treasurer Services; Controller oversight (reporting, reconciliations); Accounting (AR, AP, payroll, reporting, accruals, claims reconciliation).
- **Tax:** Tax form preparation for nonprofits, business, and individuals.
- **Consulting:** Budget development, policy development, feasibility studies, special calculations, control and process evaluations.

LICENSED IN CALIFORNIA

James Marta & Company LLP is a licensed Certified Public Accountant in California. We have maintained our certification since 1998. We will assign a California-Licensed CPA as the auditor in charge.



The screenshot shows the California Board of Accountancy website. At the top, there are logos for 'CA.GOV' and 'dca SEARCH'. The main content area is titled 'BOARD OF ACCOUNTANCY' and 'LICENSING DETAILS FOR: 7657'. The details listed are:

- NAME:** JAMES MARTA & COMPANY, LLP
- LICENSE TYPE:** CPA - PARTNERSHIPS
- LICENSE STATUS:** CLEAR
- ADDRESS:** 701 HOWE AVENUE, SUITE E3, SACRAMENTO CA 95825, SACRAMENTO COUNTY

On the right side of the page, there is a summary of dates and times:

- ISSUANCE DATE:** SEPTEMBER 5, 2014
- EXPIRATION DATE:** SEPTEMBER 30, 2022
- CURRENT DATE / TIME:** FEBRUARY 5, 2021, 9:10:51 AM

EXPERIENCE RELATED TO SPECIAL DISTRICTS AND FUND REPORTING

Special Districts are required to conduct accounting and financial reporting in accordance with GAAP and the California Special District Uniform Accounting and Reporting Procedures (SPD) manual. This manual defines accounting and reporting requirements for general funds, special revenue funds, capital projects funds, debt service funds, permanent funds, enterprise funds, internal service funds, trust funds (pension funds, investment trust funds, private purpose funds), etc.

Our team has extensive experience with accounting and audit of restricted and unrestricted funds for California Special Districts, Joint Powers Authorities, and School Districts. Each year, we audit approximately 80 entities that apply the principles of fund accounting. We also have experience in the accounting practices and audit procedures required by grants, federal funds, bond measures, SFP, and more.

Our team brings practical experience in GAAP, GASB, and State requirements around reporting and control of fund balance, expenditures, interfund activities (e.g. transfers, reimbursements), valuation, depreciation, long-term liabilities, and budgeting. We apply our expertise to help prepare and present Fund Financial Statements and Government-wide Financial Statements in accordance with GASB codification of Governmental Accounting and Financial Reporting Standards.

SPECIAL DISTRICT CLIENTS

Following are representative Special Districts that we have served in the past year.

- Banning Library District
- California Enterprise Development Authority
- Columbia Corridor Drainage Districts Joint Contracting Authority
- Keyes Community Services District
- Lathrop-Manteca Fire Protection District
- Livermore Area Recreation & Park District
- Mid-Peninsula Water District
- Multnomah County Drainage District No. 1
- Northern California Regional Public Safety Training Authority
- **NorthStar Community Services District**
- Peninsula Drainage District No. 1
- Peninsula Drainage District No. 2
- Purissima Hills Water District
- Sacramento LAFCO
- Sacramento Municipal Utility District (SMUD)
- Sacramento Transportation Authority
- Sandy Drainage Improvement Company
- Solano LAFCO
- South San Joaquin County Fire Authority
- Southgate Recreation & Park District
- **Truckee-Donner Recreation & Park District**
- **Truckee Fire Protection District**
- **Truckee Tahoe Airport District**
- **Truckee Sanitary District**

GASB EXPERTISE

- GASB 75: Experience helping districts disclose Other Post Employment Benefit (OPEB) liabilities and expenses including deferred inflows and outflows.
- GASB 68: Experience helping districts prepare Net Pension Liability (PERS, STRS) calculations including deferred inflows and outflows of resources related to pension and pension expenses.
- GASB 34: Experience accurately converting the current financial resources measurement focus and the modified accrual basis of accounting (fund financial statements) to the economic resources measurement focus and the accrual basis of accounting including the assets, liabilities, revenues, expenses, and gains and losses of the government (government-wide financial statements).

- *Management’s discussion and analysis (MD&A)*. MD&A should introduce the basic financial statements and provide an analytical overview of the government’s financial activities. Although it is RSI, governments are required to present MD&A *before* the basic financial statements.
- Notes to the financial statements provide information that is essential to a user’s understanding of the basic financial statements.
- *Required supplementary information (RSI)*. In addition to MD&A, this Statement requires budgetary comparison schedules to be presented as RSI along with other types of data as required by previous GASB pronouncements. This Statement also requires RSI for governments that use the modified approach for reporting infrastructure assets.

INSURANCE

James Marta & Company LLP maintains the following insurance coverages:

- Commercial General Liability: Up to \$2,000,000 per claim and \$4,000,000 aggregate.
- Workers’ Compensation: Up to \$1,000,000 per claim.
- Business Auto Coverage: Up to \$2,000,000 per claim.
- Professional Liability insurance: Up to \$1,000,000 per claim and \$2,000,000 aggregate.

INDEPENDENCE

James Marta & Company LLP’s quality control program aligns with the AICPA’s Quality Control Standards, ethical mandates and code of professional conduct – including those related to professional independence and conflicts of interest addressed by the GAO Standards for Audit of Governmental Organizations Programs Activities and Functions. We have firm policies related to leadership, independence, objectivity, conflict of interest, client relationships, engagement supervision and review, documentation, and more.

James Marta & Company LLP, and all proposed professional staff, is/are independent of the Truckee Tahoe Workforce Housing Agency as defined by generally accepted auditing standards, Government Auditing Standards, Minimum Audit Requirements and Reporting Guidelines for Special Districts as required by the State Controller’s Office, and those issued by the Comptroller General of the United States.

We know of no professional relationships between James Marta & Company LLP or any of the firm’s employees and the Truckee Tahoe Workforce Housing Agency that would pose a conflict of interest. We have no clients with any financial interest in the Truckee Tahoe Workforce Housing Agency.

GENERAL APPROACH

- Our risk-based approach supports a thorough audit. We start by developing a deep [understanding of your organization's control structure](#) then design audit procedures to address institutional and industry risks.
- Our Partners are involved throughout the project and available as a year-round resource to you.
- We minimize disruptions to your staff by developing a comprehensive audit plan and communicating with you early and often.
- We meet AICPA's Quality Control Standards, ethical mandates and code of professional conduct including those related to [quality control, independence, and peer review](#).
- Our [experienced CPAs](#) supervise trained and dedicated staff members at every step.
- We conduct a [thorough analysis](#) including review, observation, calculations, inspection, and inquiries of systems, processes, and people that control and process transactions.
- We help you avoid surprises and last-minute requests with comprehensive checklists and regular communication.
- We utilize [state-of-the-art AI, document portal and communication systems](#) to gain efficiency, enhance auditing techniques, expand sampling, and improve customer service.
- We stay [current with industry standards](#) in order to ensure appropriate application of, and conformance with Generally Accepted Accounting Principles (GAAP); Generally Accepted Auditing Standards (GAAS); Minimum Audit Requirements and Reporting Guidelines for Special Districts as required by the State Controller's Office; Government Auditing Standards as issued by the Comptroller General of the United States; Single audit procedures defined by the OMB Compliance Supplement (Uniform Guidance 2 CFR § 200, (formerly OMB Circular A-133)); and Current Governmental Accounting Standards Board (GASB) pronouncements.
- While working remotely we've concentrated our efforts on ensuring thorough audit procedures and support communication with our clients.
- We present the audit report to your team and your board and help you interpret the results.
- We welcome the opportunity to help you gain value from your Audit. We support your ongoing needs with Partner-level insight. For example, we can support your adoption of new accounting standards, improving controls, and more.

2. PROJECT UNDERSTANDING

We understand that Truckee Tahoe Workforce Housing Agency is seeking a Certified Public Accountant to conduct an independent Financial Audit.

We have proposed pricing for the fiscal year ending June 30, 2021. The project includes:

- 1) Perform Audit of Financial Statements and Prepare Auditor's Report in accordance with applicable standards (see below) and render an opinion as to the fairness of presentation of the District's financial statements
 - A. Audit the District's financial statements in accordance with Generally Accepted Accounting Principles, as set forth by AICPA, GASB, and in accordance with the "Minimum Audit Requirements and Reporting Guidelines for California Special Districts", as required by the California State Controller's Office.
 - B. Prepare Auditor's Report that includes:
 - i. Statement of Net Position
 - ii. Statement of Revenues, Expenses, and Changes in Net Position
 - iii. Statement of Cash Flows
 - iv. All Financial Statements to include prior year for comparative purposes
 - v. Required Footnotes to Financial Statements
 - vii. Auditor's opinion on the financial statements and required supplementary information
- 2) Management Letter
 - Issue a Management Letter to the General Manager addressing conditions or weaknesses, if any, in the internal control structure, accounting procedures, and other observations that are not otherwise reportable or considered significant deficiencies. Make recommendations for improvements in internal controls, accounting procedures, and other significant observations that are non-reportable conditions.
- 3) Management Report
 - Prepare a report of reportable conditions, if any, discovered during the audit. A reportable condition shall be defined as a significant or material deficiency in the design or operation of the internal control structure that could materially adversely affect the District's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.
- 4) Staff Presentation
 - Prior to the preparation of the final audit report, the Auditor will meet with District staff and the Board of Director's Finance Committee to discuss audit results and to review significant findings (if any).
- 5) Board Presentation
 - Remote attendance (e.g. Zoom or similar) at publicly noticed Board of Director's meeting and present the audit report and results of the audit.
- 6) Provide general consultation as required, during the year, on financial accounting and reporting matters to assist the District in affecting sound accounting practices.

APPLICABLE STANDARDS

If selected, we will conduct the audit and express an opinion on the fair presentation of the financial statements in accordance with Generally Accepted Accounting Principles (GAAP) and standards including:

- Generally accepted auditing standards as set forth by The AICPA Audit Guide, Audits of State and Local Government Units;
- Governmental Accounting Standards Board (GASB) pronouncements;
- Standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards; Audits of States, Local Governments and Nonprofit Organizations;
- "Minimum Audit Requirements and Reporting Guidelines for Special Districts" pursuant to California Code of Regulations, State Controller, Subchapter 5, 1131.2;

DELIVERABLES

It is our understanding that this project will result in the following deliverables:

1. Auditor's Report
2. Report on Internal Control Over Compliance Required by the Uniform Guidance.
3. Management Letter
4. Management Report on Internal Control and Compliance and Other Matters
5. Staff Presentation
6. Board Presentation (attend remotely via Zoom or similar)

3. SPECIFIC AUDIT APPROACH AND METHODOLOGY

The following table shows key phases and milestones of our audit process and a preliminary schedule. Once appointed as your auditor, we will work with you to establish dates and answer questions concerning your industry, your organization’s business activities, operations and accounting, and the preparation of the financial statements.

SPECIFIC PROCEDURES	STAFF	PRELIMINARY SCHEDULE
PHASE I - AUDIT PLANNING		
Introduction		
<ul style="list-style-type: none"> • Meet with representatives to discuss: <ul style="list-style-type: none"> ▪ Approach to the audit ▪ Client assistance checklist ▪ Timelines 	Partner Supervisor Senior	September
Review of Prior Year’s Audit Work (as applicable)		
<ul style="list-style-type: none"> • Review of prior year’s work papers (this step is coordinated with the prior year’s auditors). 	Partner Supervisor	September
Risk Assessment Procedures		
<ul style="list-style-type: none"> • Obtain an understanding of the external and internal factors affecting the organization. • Review and evaluate the design of internal controls including district policy and procedure manuals. • Review of the significant transaction cycles • Assess the risk of material misstatements 	Partner Supervisor Senior	September
Audit Planning		
<ul style="list-style-type: none"> • Develop the individual plan for the audit (based on the internal control review, risks identified, and our understanding of the client and the industry) • Establish materiality • Perform preliminary analytical procedures • Plan audit procedures in response to assessed risks 	Partner Supervisor Senior	September
PHASE II – INTERIM FIELD WORK		
Internal Control and Compliance Testing		
<ul style="list-style-type: none"> • Identify all transaction cycles and compliance requirements • Gain an understanding and document transaction cycles • Select samples of transactions from each significant cycle • Tests performed on specific transactions 	Partner Supervisor Senior Staff	September
Organization		
<ul style="list-style-type: none"> • Review organizational documents • Review board minutes • Review grants 	Partner Supervisor Senior	September

SPECIFIC PROCEDURES	STAFF	PRELIMINARY SCHEDULE
<ul style="list-style-type: none"> Review significant contracts 		
Status Report		
<ul style="list-style-type: none"> Identify and describe items noted during interim work Meet with management to discuss status and interim work Discuss timing of year-end field work 	Partner Supervisor	September
PHASE III – FINAL FIELD WORK		
<ul style="list-style-type: none"> Obtain trial balance and enter them into financial statement program Federal and State Compliance (if applicable) Prepare initial financial statement draft 	Senior Staff	October
Substantive Testing & Analytical Procedures		
<ul style="list-style-type: none"> Perform analytical procedures as necessary Verify account balances for relevant financial statement assertions Review accounting and reporting for outstanding debt, if any Perform substantive testing Evaluation of evidence obtained 	Partner Supervisor Senior Staff	October
Operations		
<ul style="list-style-type: none"> Evaluate opportunities for improvements 	Partner	October
Exit Conference		
<ul style="list-style-type: none"> Meet with management/audit committee to discuss audit Review draft audit report 	Partner Supervisor	October
Final Audit Report		
<ul style="list-style-type: none"> Issue report Submit Financial Transaction Report to the State. 	Partner	November
Governing Board Meeting		
<ul style="list-style-type: none"> Present Audit report to the Board of Directors meeting 	Partner	December

EXPECTATIONS OF DISTRICT STAFF

We will provide a list of requested items to ensure clear understanding of what is needed. The specific items requests for your audit will be tailored following audit planning according to auditor’s judgement and applicable standards.

RISK ASSESSMENT

We identify and assess the risk of material misstatements at different levels through interviews with management, analytical procedures, observations, and inspection. Based on our assessment, we will plan and perform procedures that are responsive to risks identified. This will cover the following areas:

- Financial reporting framework;
- Business and industry;
- Accounting policies and practices;
- Financial performance; and
- Internal controls.

PROCESS OF REVIEW

Our process includes a corresponding review of all work performed, management letters, and reports to ensure that all appropriate professional and technical standards are maintained. With this process, we also assess new standards and their potential impact on the audit process and its resulting report.

TYPE AND EXTENT OF ANALYTICAL PROCEDURES

Depending on the subject of the population, we apply industry standard analytical procedures as appropriate. Analytical procedures include review, inquiry, observation, inspection, and recalculation.

For example, at the beginning of the audit, we review control structure and observe relationships between similar totals year to year. We may calculate thresholds to isolate outliers. We inspect the application of procedures. We also observe trends and areas of common or recurring concern within an industry segment. We inquire about management and board expectations to determine if there is an area of concern. If something is outside the range that is considered “normal” we investigate further. We perform independent recalculations to ensure that numbers are presented fairly to help us form our opinion.

As a means of assessing a large population, we apply models and other data analytic tools that help us identify trends, ratios, reasonability and guide us in forming our opinions. However, the most important question that we ask is “does it make sense?” This guidepost serves to keep the analytical process grounded in practical reality and helps us make effective judgement calls at every step of the audit.

The most important question we ask is “does it make sense?”

SAMPLE SIZE AND STATISTICAL SAMPLING

When determining the appropriate sample size, the auditor considers inherent risks; population size; volume and frequency of transactions; minimum, maximum and median amounts; and various risk factors (e.g. risk of detection, adequacy of control, inherent risk properties).

We start by developing an understanding of your control environment and critical control functions. After evaluating the characteristics of your accounting controls, we apply a risk-based approach to design audit testing procedures.

The specific number of test items are determined by the risk characteristics of the account or transaction. Areas that are determined to be reliable generally undergo limited testing. A typical sample size for “reliable” areas (low risk) can range from 10 to 50 items.

In higher risk areas, we perform a test of details and may potentially conduct further tests if an item falls outside of expectations and statistical probabilities.

Items may be chosen for testing through random sampling, systematic selection, haphazard selection, or block sampling. The specific selection method will be determined by the auditor after assessing risk.

APPROACH TO UNDERSTANDING INTERNAL CONTROL STRUCTURE

We start by reviewing applicable artifacts including bylaws, policies, procedures, computer systems and the prior year's audit. We follow up with a narrative questionnaire for your management team to help us understand how your accounting rules are being applied in your work environment each day.

We have developed standard Checklists for Special Districts that help us ensure all control areas are thoroughly addressed.

During the entrance conference we discuss your answers to the questionnaire as well as any specific concerns expressed by your management team or Board of Directors.

During the audit, we test specific transactions and related samples (e.g. purchase orders, invoices, approvals) to determine how the defined control structure is being used to conduct daily operations.

AUDIT PROBLEMS

We do not anticipate any problems with this audit.

When you receive your draft report, there shouldn't be any surprises. Throughout the audit, we explain our procedures so you're not left in the dark. More importantly, we keep you apprised of our work status from the preliminary audit work through the delivery of the report.

During the project, there are numerous channels and vehicles to facilitate communication between the Engagement Partner and representatives of Truckee Tahoe Workforce Housing Agency. Part of the Partner's role is to answer questions – both during the project and throughout the year.

RECORDS RETENTION

As required by professional standards, it is our policy to keep records related to audit engagements for seven years. However, we do not retain any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

How We Make Your Audit Easy

- Checklists show all requests and help streamline the process.
- Progress screens show real-time status.
- You can easily and securely upload hundreds of documents.
- We minimize the time working in your space.

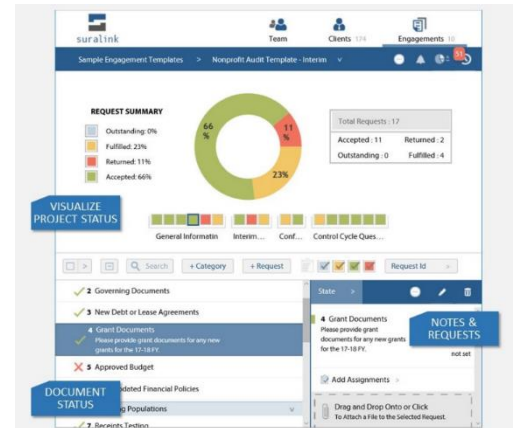
SOFTWARE THAT HELPS US PERFORM EFFICIENTLY AND EFFECTIVELY

We leverage state-of-the-art information systems to help us improve effectiveness, audit efficiency, communication, document management, records retention, and workflow.

INTUITIVE PORTAL SIMPLIFIES PROJECT TRACKING AND CONTROL

During the audit, you may access our Suralink portal for secure, remote document transfer, processing and status updates. Benefits include:

- Secure, drag-and-drop transfer;
- View each document's status;
- Add questions, notes or comments;
- Access, review and track status;
- Restrict access for confidentiality;
- Store documents for reference and records retention requirements;
- Transparent status requests;
- Ensure accountability; and
- Expedite routine actions to save time.



ARTIFICIAL INTELLIGENCE AUGMENTS ANALYSIS

Artificial Intelligence (AI) software is bringing ground-breaking advantages to audit. Beginning in 2021, James Marta & Company will be implementing MindBridge Ensemble AI, a suite of software that supports our risk-based audit approach. With AI, our professionals can expand their auditing techniques and sampling to provide the high levels of assurance.

The system supports thorough analysis of 3-5 years of general ledger activity including balances and transactions. Its risk-based transaction scoring is based on business rules, expanded statistical methods, machine learning, and cross-correlation. Results are presented in an intuitive interface that lets auditors focus on the most relevant activities. It also supports analysis of beginning, year-end and interim datasets; generates comparative independent financials including liquidity sales, profitability, performance indicators and financial leverage ratios; and performs completeness checks (e.g. beginning/ending TB to Detail Ledger).



PROSYSTEM FX FACILITATES PAPERLESS AUDIT WORKFLOW

ProSystem fx Engagement is a digital file management system that provides versatile workflow management of workpapers, trial balances, and other documents. This paperless system helps us:

- Streamline every step securely from setup to sign off;
- Automate dissemination of data to ensure accuracy;
- Monitor and control engagements from start to finish;
- Automate trial balance reporting;
- Ensure consistent file integrity with secure document management and storage;
- Manage document and workpapers with digital binders; and
- Expedite projects by allowing multiple staff to collaborate from any location with versatile access.

4. PROJECT TEAM

The following table introduces core members of our proposed team. Resumes are provided in [Appendix A](#). All CPA's are licensed in California and in good standing. All members of the team have completed their CEU requirements including government-specific education.

NAME	ROLE	EXPERIENCE
James Marta, CPA, CGMA, ARPM	Engagement Partner The Engagement Partner is ultimately responsible for the engagement. Provides project oversight throughout the engagement; present the final audit report; and answer questions throughout the year.	James has more than 30 years of experience in audit, consulting and accounting for joint powers authorities, special districts, LEAs and nonprofits.
Jesse Deol, CPA, ARM	Technical Review Partner Validates the team's work, providing the independent perspective required for thorough quality control.	Jesse has 13 years of experience conducting financial audits, single audits, bond audits, and GASB consulting for Special Districts, Joint Powers Authorities, County Offices of Education, School Districts and Nonprofits.
Manosh Singh, CPA, CFF	Audit Manager Responsible for managing audit engagement and related activities. Will engage with client throughout the project.	Manosh applies 19 years of experience with audit, single audit, full-cycle accounting, consulting, and forensic accounting. Manosh has worked in CPA firms providing a range of public accounting services to special districts, local government, nonprofits, cities, banks, and small businesses.
Michael Manduca	Audit Supervisor Responsible for managing audit engagement and related activities. Will engage with client throughout the project.	Michael has over 13 years of experience in audit, consulting and accounting for special districts, Joint Powers Authorities, and nonprofits. Michael's primary focus has been on conducting financial audits, single audits, full-cycle accounting. Michael is an expert in risk assessment and Federal compliance testing.

CONTINUITY

We make all reasonable efforts to ensure continuity of the proposed audit team from year to year. In the event of staff turnover, we will replace the team member with someone of similar experience.

5. REFERENCES

Please call our references to find out what difference we can make for our clients. We are confident you will hear that we make a positive difference to our clients.

Organization	Contact	Team	Scope	Date
NorthStar Community Services District 908 Northstar Drive Truckee, CA 96161	Mike Staudenmayer (530) 562-0747 x126	James Marta Michael Manduca	Audit	2011 to present
Truckee Donner Recreation & Park District 8924 Donner Pass Road Truckee, CA 96161	Teresa McNamara (530) 550-4445	Jesse Deol	Audit Pension Plan Audit	2014 to present
Truckee Fire Protection District P.O. Box 2768 Truckee, CA 96160	Joyce Engler Administration Officer (530) 582-7645	Jesse Deol David Becker Michael Manduca	Audit	2017 to present
Truckee Tahoe Airport District 10356 Truckee Airport Road Truckee, CA 96161	Kelly Woo Director of Finance and Administration 530-487-7692 kelly.woo@truckeetahoeairport.com	Jesse Deol Michael Manduca	Audit Single Audit	2012 to present

6. PEER REVIEW

The AICPA's independent peer review verifies that we uphold the professional standards of quality in our policies, procedures and practices. This peer review included quality control review of specific government engagements as required by government audit standards.

Our most recent peer review was completed in September of 2018, and is subject to renewal in 2021. It resulted in a rating of Pass – the highest rating available. The peer review letter is provided in [Appendix B](#).

DESK REVIEWS

We have had no audits rejected by federal or state desk reviews in the past three years.

The firm has no disciplinary action taken or pending against it in the past three years by any state regulatory body or professional organization.

7. PROPOSED FEES

Classification	Total Hours	Hourly Rate	Total
Partner	8	\$ 275	\$ 2,200
Manager	16	175	2,800
Senior	20	150	3,000
Staff	20	115	2,300
Total Fee for 2021 Audit	64		\$ 10,300

NOTES, EXCLUSIONS AND ADDITIONS

Engagement Letter: When conducting a Financial Audit, a CPA is bound by professional standards that require both parties to act according to specific terms and responsibilities. For Financial Audits, these terms and responsibilities are typically defined in an Engagement Letter, according to language accepted by the American Institute of Certified Public Accountants (AICPA). We will prepare a draft Letter of Engagement upon award.

Billing: We will send a progress billing statement each month. Payment by Credit Card is subject to a 5% processing fee.

Exclusions: The fees quoted are based upon several assumptions about the adequacy of the accounting records, the degree of assistance to be provided by your personnel, and current audit and accounting standards. Our fees do not include accounting services such as closing year-end accounts or account reconciliations. If extraordinary matters come to our attention (i.e. significant changes in your operations, material weakness in your internal controls, etc.) that require an extension of services, we will consult with you concerning additional work to be done by you and/or an adjustment to our fees. We will submit monthly progress billings during the audit process.

Changes in Standards: In the event that the FASB, AICPA, GAO, the State of California or other governing body issues relevant additional standards or audit procedures that require additional work during the audit period, we will discuss these requirements with you. Before proceeding, we will prepare an estimate (if necessary) for performing the additional work.

APPENDIX A: RESUMES

Resumes for each member of the proposed audit team are provided in the following pages. Each resume includes information on the individual's licenses, certifications, government auditing experience, CPE, and professional affiliations.

"I have been working with James Marta for the last five years. They are easy to work with, very professional, plan work ahead of time and communicate effectively."

Gena Carlisle, Principal Financial Accountant, Sacramento Municipal Utility District (SMUD),
JPA Section (Central Valley Financing Authority; Northern California Gas Authority No. 1;
Sacramento Cogeneration Authority; Sacramento Municipal Utility District Financing Authority;
Sacramento Power Authority)



JAMES P. MARTA, CPA, CGMA, ARPM ENGAGEMENT PARTNER

James has 30 years of experience in audit, consulting and accounting for joint powers authorities, special districts, LEAs and nonprofits. Prior to opening James Marta & Company, he spent one year with Moss Adams and 10 years with Gilbert Accountancy Corp. where he was a Partner.

INDUSTRY LEADERSHIP

James is a regular speaker on the topics of risk financing and accounting. He worked with the GASB on standards related to risk pools and addresses industry issues. In addition, he is/was involved in:

- Accreditation Manager for CAJPA
- Member, Governor’s team to improve efficiency of the California DMV and State Assembly
- Board Member Fiscal Oversight, Risk Financing – CSDA / CAJPA
- Single Audit Act – California State Auditors
- Self-Insurance Issues – CAJPA/CSDA
- Fraud Prevention and Detection – CASBO
- Author of the IEA Pool Manager Course
- Taught the IEA ARM Risk Management and Risk Financing courses.

PROFESSIONAL AFFILIATIONS

- American Institute of Certified Public Accountants (AICPA)
- California Society of Certified Public Accountants (CSCPA)
- California Association of Joint Power Authorities (CAJPA)
- California Special Districts Association (CSDA)

SELECT CLIENTS

Executive Leadership

CFO – Washington Schools Risk Mgmt Pool
 Interim CEO – Yolo County Public Agency Risk Management Insurance Authority
 Treasurer – S. San Joaquin Co. Fire Authority

JPA’s and Risk Cooperatives

Bay Area Housing Authority RMG
 Bay Area Schools Insurance Cooperative
 Burlington National Insurance Company
 California Association for Park & Rec Indemnity
 California Association of Joint Powers Insurance Authorities
 California Health Advocates
 California Housing Authority Workers Compensation Agency
 California Joint Powers Insurance Authority
 California Mental Health Services Authority
 CC SOLANO
 Contra Costa County Schools Insurance Group
 Finish Line Self Insurance Group
 Golden State Risk Management Authority
 Municipal Pooling Authority
 North Bay Schools Insurance Authority
 North Valley Schools Insurance Group
 Post Time Self Insurance Group
 Property Casualty Coverage for Education Trust
 Sacramento Cogeneration Authority
 SMUD Financing Authority
 Santa Cruz Co. Schools Health Insurance Group
 Sacramento Power Authority
 San Mateo County Schools Insurance Group
 Schools Self Insurance of Contra Costa Co.
 Shasta-Trinity Schools Insurance Group

SIGNAL 1

South Bay Area Schools Insurance Auth.
 Southern Peninsula Region Insurance Gr.
 Special Districts Association of Oregon
 Trindel Insurance Fund
 YCPARMIA

LEAs

Benicia Unified School District
 Brentwood Unified School District
 Dixon Unified School District
 Gilroy Unified School District
 Natomas Unified School District
 Sacramento County Office of Education
 San Mateo Union High School District
 Vacaville Unified School District
 Winters Joint Unified School District

Nonprofit

California Lawyers Association
 Charis Youth Center
 Health Officers Association of California
 Health Professional Education Foundation
 Mental Health America of California
 NonProfits' United Vehicle Insurance Program
 Non-Profit's United Workers Compensation Gr.
 Yolo Hospice

Special District

South San Joaquin County Fire Authority

ROLE & RESPONSIBILITIES

- Audit delivery and services
- Communication regarding planning, fieldwork and reporting.
- Technical resource for questions and services

EDUCATION

- Portland State University, B.S. Accounting and B.S. Finance-Law
- Insurance Institute of America, Associate in Risk Pool Management

CERTIFICATIONS

- CPA, CGMA, ARPM

SPECIALIZATION

- Audit and reviews for government, nonprofit, special districts and Joint Powers Authorities
- Implementation of accounting and internal control recommendations
- Federal and state compliance
- Risk pool financial management
- Troubled pool recovery
- Member agreements
- Board training
- Special calculations

CPE

178 CPE hours in 2020 and 2019 (95 in Government Accounting, Single Audits and Federal Compliance). James met the *Government Auditing Standard* requirement for CPE.



JESSE DEOL, CPA, ARM TECHNICAL REVIEW PARTNER

Jesse is a firm Partner with more than 13 years of experience in audit, consulting and accounting for LEAs, Joint Powers Authorities, Special Districts, employee benefit plans, local government agencies, and nonprofits.

TEACHING & INDUSTRY LEADERSHIP

- Single Audit training per the Uniform Guidance (internal and external);
- State Compliance for LEAs (internal and external);
- Associated Student Body for various school districts;
- State Compliance for LEAs on year-end closing and GASB.

PROFESSIONAL AFFILIATIONS

- American Institute of Certified Public Accountants (AICPA)
- California Society of Certified Public Accountants (CSCPA)

SELECT CLIENTS

Local Education Agencies (LEAs)

Arcata Elementary School District
 Benicia Unified School District
 Big Lagoon Union School District
 Blue Lake Union School District
 Brentwood Unified School District
 Colusa County Office of Education
 Colusa Unified School District
 Dixon Unified School District
 Eureka City Unified School District
 First 5 Colusa County
 Gilroy Unified School District
 Griffin Technology Academies
 Humboldt County Office of Education
 Kirkwood Elementary School District
 Maxwell Unified School District
 McKinleyville Union School District
 Natomas Unified School District
 Northern Humboldt UHSD
 Peninsula Union School District
 Pierce Joint Unified School District
 Ripon Unified School District
 Rocklin Academy Family of Schools
 Sacramento County Office of Education
 Southern Humboldt Union School District
 Trinidad Union School District
 Thermalito Union School District
 Vacaville Unified School District
 Washington Unified School District
 Williams Unified School District
 Winters Joint Unified School District

Nonprofit Organizations

California Dairy Research Foundation
 California Hotel and Lodging Association
 California Special Districts Association
 California Transit Association
 Charis Youth Center
 Niles East Mobilehome Estates
 Paradise Oaks Youth Services
 Resident Owned Parks
 State Association of County Retirement Systems

Sunburst Projects
 Visions in Education

Joint Powers Authorities

Bay Areas Schools Insurance Cooperative
 Calif. Housing Worker's Compensation
 California Transit Systems JPA
 Central Valley Financing Authority
 Central San Joaquin Valley RMA
 Exclusive Risk Mgmt Authority of CA
 Northern California Gas Authority
 North Coast Schools Insurance Group
 North Coast Schools Medical Insurance
 Pooled Liability Assurance Network
 Redwood Empire Municipal Insurance Fund
 Sacramento Cogeneration Authority
 Sacramento Municipal Utility District Financing Authority
 Sacramento Power Authority
 Shared Agency Risk Pool
 Trindel Insurance Fund
 Valley Clean Energy
 West San Gabriel Workers' Compensation
 West San Gabriel Liability/Property JPA

Special Districts

Banning Library District
 McCloud Community Service District
 Mid-Peninsula Water District
 No. Calif. Regional Public Safety Training
 NorthStar Community Services District
 Truckee-Donner Recreation and Park District
 Southgate Recreation and Park District
 Sacramento LAFCO
 Solano LAFCO

ROLE & RESPONSIBILITIES

- Audit risk assessment, audit design, planning, control, review and evaluation.
- GAAP Conformance
- Communication with executive team and Board.
- Manages audit team, tasks, progress, and schedule.
- Available for questions.

EDUCATION

- California State University, Sacramento B.S. Accounting

CERTIFICATIONS

- CPA (California, Oregon)
- Associate in Risk Management
- Intermediate Single Audit
- Cybersecurity Fundamentals for Finance and Accounting Professionals

SPECIALIZATION

- Joint powers authorities, special districts, LEA, employee benefit plans, local government and non-profits.
- Single Audits using the Uniform Guidance (formerly OMB Circular A-133).

CPE

206 CPE hours in 2020 and 2019 (43 in Government Accounting, Single Audits and Federal Compliance). Jesse met the *Government Auditing Standard* requirement for CPE.





MANOSH SINGH, CPA, CFF

AUDIT MANAGER

Manosh Singh applies 19 years of experience to lead effective financial audit engagements, single audit, full-cycle accounting, consulting, and forensic accounting. Manosh has worked in CPA firms providing a range of public accounting services to special districts, local government, nonprofits, cities, banks, and small businesses. He has also worked in internal accounting departments performing monthly close, reconciliation, AP/AR, payroll, analysis, reporting, forecasting, budgeting, controls, process improvement, etc. for UC Davis Health and several small businesses.

Manosh leads audit teams throughout the audit process to support timely and effective engagements. He ensures conformance with GAAP, GASB, FASB standards and provides auditor's recommendations regarding risk mitigation and financial process improvements.

In addition to his CPA, Manosh is Certified in Financial Forensic (CFF) and is a Certified Valuation Analyst (CVA).

ROLE & RESPONSIBILITIES

- Risk assessment, audit design, planning, control, review and evaluating fieldwork
- Conformance with GAAP, GASB and FASB standards.
- Communication with executives and Board.
- Manages audit team, tasks, progress, and schedule.
- Available for questions.

EDUCATION

- B.S. Accounting, University of the South Pacific
- A.S. Project Management, University of New England

CERTIFICATIONS

- CPA (California)
- Certified in Financial Forensic
- Certified Valuation Analyst

SPECIALIZATION

- Special districts, local government and nonprofits.
- Single Audits.

CPE

80.75 CPE hours in 2021 and 2020 including government accounting and auditing (Single Audits and Federal Compliance)).

Manosh met the *Government Auditing Standard* requirement for CPE.

PROFESSIONAL AFFILIATIONS

- American Institute of Certified Public Accountants (AICPA)
- California Society of Certified Public Accountants (CalCPA)

SELECT CLIENTS

Nonprofits

California Partnership to End Domestic Violence
Sierra Forever Families

Cities

City of American Canyon
City of Marysville
City of West Sacramento

Special Districts

American Canyon Fire Protection District
El Dorado County Fire District
Metropolitan Water District of Southern California
Sacramento Area Council of Government
Sacramento Metropolitan Fire District
Stanislaus Consolidated Fire Protection District
Yolo County Transportation District



MICHAEL MANDUCA SUPERVISOR

Michael has over 13 years of experience in auditing, consulting, and accounting for Joint Powers Authorities, special districts, local government agencies and nonprofits. His primary focus has been on audits – including single audits, full-cycle accounting for nonprofit insurance cooperatives, and attestation work for government agencies.

TEACHING & INDUSTRY LEADERSHIP

- Audit risk assessment (internal)
- Federal compliance testing (internal)

ROLE & RESPONSIBILITIES

- Supports the engagement manager during audit risk assessment, design of the audit, and planning.
- Performs audit fieldwork, testing of internal controls and compliance.
- Prepares financial statements according to GAAP.
- Executes audit activities and tasks, monitors progress, and ensures schedule compliance.
- Supervises staff accountants.
- Available for issues, questions and additional services.

EDUCATION

- California State University, Sacramento, B.S. Business Administration, Concentration in Accounting

SPECIALIZATION

- Audits and single audits
- Full-cycle accounting for nonprofit insurance cooperatives
- Attestation work for government agencies.

CPE

127 CPE hours in 2020 and 2019 (34 in government accounting and audit). Michael met the Government Auditing Standard requirement for governmental CPE.

SELECT CLIENTS

Local Education Agencies (LEAs)

Benicia Unified School District
 Brentwood Unified School District
 Colusa County Office of Education
 Esparto Unified School District
 Maria Montessori Charter Academy
 Sacramento County Office of Education
 Vacaville Unified School District
 Washington Unified School District

Joint Powers Agencies

Alaska Municipal League Joint Insurance Assoc.
 Bay Area Housing Authority Risk Mgmt Agency
 California Assoc for Park and Recreation Indemnity
 California Joint Powers Insurance Authority
 California Sanitation Risk Management Authority
 Central Valley Schools Risk Management Authority
 Contra Costa County Schools Insurance Group
 CSAC Excess Insurance Authority
 East Bay Schools Insurance Group
 Local and Regional Gov't Services Authorities
 Municipal Pooling Authority
 North Bay Schools Insurance Authority
 Public Entity Risk Management Authority

Nonprofit Organizations

California Special Districts Association
 CHARIS Youth Center
 Credit Union Self-Insured Group of California
 Elk Grove Benefits Employee Retirement Trust
 Health Officers Association of California
 Mental Health America of California
 NonProfits' United Workers' Compensation Group
 Preferred Automobile Dealers Self-Ins Program

Special Districts

California Enterprise Development Authority
 California Mental Health Services Authority
 Mid-Peninsula Water District
 Northstar Community Services District
 Sacramento Municipal Utility District
 Sacramento Transportation Authority
 Southgate Recreation and Park District
 Truckee Fire Protection District
 Truckee Tahoe Airport District

APPENDIX B: PEER REVIEW

Our peer review letter is provided in the following pages.



www.CoughlanNapaCPACo.com
Company@CoughlanNapaCPACo.com

Report on the Firm's System of Quality Control

September 27, 2018

To James Marta & Company, LLP and the
Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of James Marta & Company, LLP (the firm) in effect for the year ended May 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James Marta & Company, LLP in effect for the year ended May 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James Marta & Company, LLP has received a peer review rating of *pass*.

Coughlan Napa CPA Company, Inc.

Coughlan Napa CPA Company, Inc.

*Proposal to Provide
Professional Audit Services to*
**Truckee Tahoe Workforce
Housing Agency**
May 19, 2021



SchettlerMacy
& Associates LLC
CERTIFIED PUBLIC ACCOUNTANTS

Truckee Tahoe Workforce Housing Agency

PROPOSAL TO PROVIDE PROFESSIONAL AUDITING SERVICES

May 19, 2021

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May 19, 2021

Truckee Tahoe Workforce
Housing Agency
10038 Meadow Way
Truckee, CA 96160

Dear Board of Directors and Management,

We are pleased to submit this proposal to provide professional auditing services to Truckee Tahoe Workforce Housing Agency for the year ended June 30, 2021. Our audit will be performed in accordance with all applicable auditing and accounting standards.

We are very interested in continuing our professional association with the Board and commit to working diligently and fairly to provide you with the highest level of professional service.

Our firm is comprised of principals who have served Nevada's governmental and non-profit entities for over 15 years, which we believe will be a benefit clearly recognized by your organization.

Thank you for your consideration of this proposal. If you have any questions on the contents of this proposal, please feel free to contact us.

With best regards,

SCHETTLER MACY & ASSOCIATES LLC



Zeth M. Macy, CPA

Truckee Tahoe Workforce Housing Agency

FIRM PROFILE

Schettler Macy & Associates LLC was formed by two members (partners), both of whom are CPAs licensed in the State of Nevada. As business partners for over 10 years, we have experienced steady growth, particularly in the industry of governmental and non-profit auditing. The Firm was founded under the principle of providing our clients with excellent service at a fair price. We will not waver from this principle as it is the foundation of our practice philosophy.

We are confident that the value we will bring to your organization cannot be easily matched by other firms. In addition, you will have consistent and easy access to the firm's partners – each of whom has a direct and vested interest in providing you with the utmost in quality and professional service.

A critical component of the audit process involves frequent communication with management. While the professional standards promulgated by the American Institute of Certified Public Accountants establish minimum communication criteria, we believe that effective and frequent communication is paramount to the entire audit process. Therefore, we strive to make it easy and even enjoyable for you to talk with us. We listen and we follow through. We can guarantee that the proposed audit team is a group of people that you will enjoy spending time with.

Our firm currently has one office located in South Reno and is comprised of the following professionals:

Partners	2
Manager	1
Staff Accountants	1
Bookkeeper/Admin	1
Total Personnel	5

Please see page 4 for a discussion of our intended staffing for this engagement.

Truckee Tahoe Workforce Housing Agency

PEER REVIEW AND QUALITY CONTROL

Peer Review

Please see Appendix II for the peer review report for Schettler Macy & Associates LLC. A “system” type of peer review was conducted with a rating of “pass”, indicating that our firm’s system of quality control with respect to our accounting and audit work is appropriately designed and being complied with in all material respects.

Quality Control

In keeping with the Firm’s emphasis on quality service at a fair price, we are proud to acknowledge the acceptance of our membership in these voluntary sections of the American Institute of Certified Public Accountants (AICPA):

Private Companies Practice Section

Admission is granted only to those firms who obligate themselves to certain membership requirements which exceed those necessary for general AICPA membership.

Governmental Audit Quality Center

Admission is granted to those firms whose audit practice includes clients in the governmental sector and who commit to compliance with requirements which also exceed those of general AICPA membership. Prominent among these requirements is a peer review by a firm with a noted expertise in governmental accounting and auditing.

Truckee Tahoe Workforce Housing Agency

QUALIFICATIONS - PERSONNEL

The following will be the key members of the audit team for governmental audit engagements. Two of these professionals are partners in the Firm, assuring you of continuity of personnel.

Zeth M. Macy, CPA – Engagement Partner

Over the last thirteen years, Zeth has developed a broad scope of experience ranging from the management of large governmental audits to tax planning for closely held businesses. Throughout his career, however, Zeth has specialized in the field of governmental and non-profit accounting and auditing, serving clients at varied levels of state and local government. Prior to his career in public accounting, Zeth was a technical analyst for a large public company and held the qualification of Microsoft Certified Systems Engineer. Zeth will be onsite for the audit fieldwork and perform the engagement review for all audit engagements.

Richard A. Schettler, CPA – Partner

Since passing the exam in 1996, Rick worked in a variety of roles in the accounting profession. Rick has worked with CPA firms in the Washington, DC and San Diego areas before relocating to Reno, Nevada. While at these firms, Rick gained experience in large governmental audit engagements. Rick will also be participating in a supervisory capacity.

Janna Rager, CPA - Manager

Janna graduated from University of Reno, Nevada with a master's degree in Accounting and is a CPA. Janna has been practicing public accounting for over 5 years with an emphasis in governmental and non-profit auditing. Janna supervises the other professional staff assigned to audit engagements.

The audit team will be supported by staff auditor(s) from the professional staff. Our staff accountants have either graduated from UNR with bachelor's degrees in accounting or working towards achieving a degree in accounting.

Truckee Tahoe Workforce Housing Agency

RECENT EXPERIENCE

Zeth M. Macy will be the Partner responsible for audit engagements. Zeth has specialized in the audit and attest functions of public accounting, particularly focused on clients in the governmental and non-profit sectors.

Specifically, this experience includes the following current clients:

CURRENT CLIENTS	
Oasis Academy Charter School	Western Regional Water Commission
Artown	The Give Hope Foundation
Sierra Nevada Journeys	High Fives Foundation
Great Basin Institute	Nevada Board for the Regulation of Liquefied Petroleum Gas
The Guinn Center for Policy Priorities	Nevada Land Trust
Great Basin Bird Observatory	Martis Valley Education Foundation
Sierra Nevada Alliance	The Great Basin Institute
Eddy House	Truckee Donner Chamber of Commerce
Sierra Senior Services	St. John's Presbyterian Church

Truckee Tahoe Workforce Housing Agency

APPROACH TO THE AUDIT

DESCRIPTION	TIMING	STAFFING	HOURS
<i>Pre-Engagement Planning</i> Preparation of engagement letter	Upon award	Partners	4
<i>Risk Assessment Procedures</i> Procedures to obtain and document understanding of the Board Procedures to enable us to assess the various audit risks, including: Interviews and Meetings: Entrance conference Engagement team roundtable Fraud interviews Internal control interviews Observation and inspection Preliminary analytical procedures	Aug/Sept	Audit Team	12
<i>General Planning Procedures</i> Preliminary materiality calculations Development of auditors' permanent file Preparation of: Client Participation Listing Confirmation requests Representation requests Preliminary audit programs	Aug/Sept	Audit Team	12

Housing Agency

APPROACH TO THE AUDIT (Continued)

DESCRIPTION	TIMING	STAFFING	HOURS
<i>Audit Fieldwork</i>	Aug/Sept	Audit Team	24
Internal control sample selection and testing			
Substantive testing			
Preparation of financial statements			
Preparation/discussion of draft reports			
Independent Auditors' Reports			
Management Letter			
Communication with those charged with Governance			
<i>Audit Wrap-Up</i>	Sept/Oct	Audit Team	6
Exit conference			
Finalize/Process			
Presentation to the Board of Directors (if needed)			
Total Estimated Hours - June 30, 2021			58

Truckee Tahoe Workforce Housing Agency

PROFESSIONAL FEES: Annual Audit *June 30, 2021*

<u>Engagement Team</u>	<u>Rate</u>	<u>Hours</u>	<u>Proposed Fee</u>
Partner	\$ 250	12	\$ 3,000
Manager	125	12	1,500
Staff Auditor	85	32	2,720
Administrative	45	2	90
	Total Hours	<u>58</u>	
	Professional Fees		\$ 7,310
	Less: Rounding		<u>(10)</u>
	*Total Fee		<u>\$ 7,300</u>

* We are providing you with a fixed fee guarantee. You will never be surprised by a billing from our firm. The fees quoted in this proposal are the fees that will be billed for the proposed engagement, including follow-up advice and counsel. Additional services outside the scope of the audit will be billed hourly at the rates stated above.

Appendix I

CLIENT REFERENCES

The following representatives of governmental/non-profit entities may be contacted as references:

Eaton Dunkelberger, Executive Director
Sierra Nevada Journeys
190 E Liberty St.
Reno, NV 89501
Phone: (775) 355-1688
Email: EatonD@sierranevadajourneys.org

Ben Hutchins, Director- Finance & Customer Service Division – Washoe County
Western Regional Water Commission
1001 E. 9th Street
Reno, NV 859512
Phone: (775) 954-4646
Email: BHutchins@washoecounty.us

Melissa Mackedon, Chief Executive Officer
Oasis Academy Charter School
920 W. Williams Ave.
Fallon, NV 89406
Phone: (775) 423-5437
mmackedon@oasisacademyfallon.us

Jerry Keir, Executive Director
Great Basin Institute
16750 Mt. Rose Hwy
Reno, NV 89511
Phone: (775) 674-5495
Email: jkeir@thegreatbasininstitute.org

Appendix II

PEER REVIEW OPINION



www.CoughlanNapaCPACo.com
Company@CoughlanNapaCPACo.com

Report on the Firm's System of Quality Control

January 14, 2020

To Schettler Macy & Associates LLC and the Peer Review
Committee of the Nevada Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Schettler Macy & Associates LLC (the firm) in effect for the year ended August 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Schettler Macy & Associates LLC in effect for the year ended August 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Schettler Macy & Associates LLC has received a peer review rating of *pass*.

Coughlan Napa CPA Company, Inc.

Coughlan Napa CPA Company, Inc.

Resolution from the Town of Truckee Requesting Membership in the
Workforce Housing Agency and New Member Start Date

Meeting Date: June 16, 2021
Prepared By: Emily Vitas, Executive Director
Agenda Item: Consider Acceptance of New Member Resolution and
Approve a New Member Start Date for Requesting Agencies

BOARD REQUEST

Accept Resolution 2021-35, submitted by the Town of Truckee, requesting that the Town be approved as a member of the Truckee Tahoe Workforce Housing Agency by the Authority's Board of Director's.

Approve a new member start date of September 1, 2021 for requesting agencies.

BACKGROUND

After conducting due diligence around the acceptance of entitlement agencies to TTWHA, the board voted to expand our membership to include three agencies, the Town of Truckee, Nevada County, and Placer County. The invitation was in response to a joint letter submitted in December 2020 requesting that the TTWHA consider accepting their agencies as new members.

Following the board's vote to invite the requesting agencies, staff sent letters, inviting each agency to join the TTWHA and extending an invitation to meet directly to answer questions and ensure clarity before the agency's submitted their formal request to join.

Director Smith and Emily Vitas met with Jen Callaway, Truckee Town Manager, and Seana Doherty, Housing Manager, on June 4 to discuss their interest in joining the agency. The item was brought before Town Council on June 8, resulting in a unanimous vote to join TTWHA.

Per TTWHA Bylaws, interested agencies must submit a formal resolution stating their request to join. You will find the formal resolution attached.

The new member acceptance process, proposed by Municipal Resource Group (MRG) includes the following steps:

- TTWHA Board deliberates on extending invitation to join
(Assuming the board approves an action to invite the requesting agency)
- Requesting agency presents resolution to their governing authority, requesting membership
- TTWHA Board accepts/denies resolution request
- Requesting agency presents resolution to their governing authority, agreeing to the founding agreements and bylaws of the TTWHA
- TTWHA Board accepts resolution
- New member agency joins at a date agreed upon by the TTWHA board

Because the budget needs to be revised with each new member agency (if joining outside the July 1 Fiscal Year start date), MRG suggested that when more than one new member agency is joining in a year, the Board consider a single date that all requesting agencies would become formal members of the TTWHA.

Staff is requesting a new member start date of September 1, 2021, to allow other requesting agencies (Placer County and Nevada County) time to complete the new member acceptance process.

SAMPLE MOTIONS

Sample Motion 1: I move to accept the Town of Truckee Resolution, requesting membership in the Truckee Tahoe Workforce Housing Agency and approve a single start date of September 1, 2021 for all requesting agencies.

Sample Motion 2: I move to accept the Town of Truckee Resolution, requesting membership in the Truckee Tahoe Workforce Housing Agency and approve a single start date of September 1, 2021 for all requesting agencies, with the following changes/updates: (list)

Sample Motion 3: I move to continue the item / take no action

ATTACHMENTS

TTWHA Invitation Letter to the Town of Truckee

Resolution 2021-35 from the Town of Truckee, requesting membership in the TTWHA



TRUCKEE TAHOE
Workforce Housing Agency

Tahoe Forest Hospital District | Tahoe Truckee Airport District
Tahoe Truckee Unified School District | Truckee Donner Public Utility District

May 21, 2021

TO: Ms. Jen Callaway, Town Manager, Town of Truckee

RE: Invitation to Join the Truckee Tahoe Workforce Housing Agency

Dear Ms. Callaway,

It is our honor to extend an invitation to the Town of Truckee to join the Truckee Tahoe Workforce Housing Agency (TTWHA) as a new member.

TTWHA was founded in 2020 by the Tahoe Forest Hospital District, Tahoe Truckee Airport District, Tahoe Truckee Unified School District, and the Truckee Donner Public Utility District with a mission *to increase housing access and affordability for the employees of our member agencies who provide needed services to the general public*. Our member agencies recognized an opportunity to help alleviate regional housing pressures by contributing resources to develop and secure housing units and create housing programs for their own employees. In our first year of operation, we have provided services to over eighty employees and have helped eleven secure long-term housing.

Your agency shares a similar need as the founding members': in order to provide crucial services to the community, it is imperative that your employees have access to long-term, stable housing. We invite you to join in a shared mission to work together to develop housing solutions for our community service professionals.

To confirm your interest, our bylaws require an adopted resolution of your agency's request for membership. Additionally, we would like to schedule a call with you to discuss next steps to joining as a member agency. Our Executive Director, Emily Vitas, will work with you to secure a date that works for our schedules.

Sincerely,

Harry Weis

Board Chair, Truckee Tahoe Workforce Housing Agency
President & CEO, Tahoe Forest Health System

Attachments:

Bylaws and Founding Agreements
TTWHA 2021-25 Housing Work Plan
2021-22 Fiscal Year Budget
TTWHA Funding Policy, with New Member Fee Calculation

**TOWN OF TRUCKEE
California**

RESOLUTION 2021-35

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TRUCKEE REQUESTING
THAT THE TOWN BE APPROVED AS A MEMBER OF THE TRUCKEE TAHOE
WORKFORCE HOUSING AGENCY BY THE AUTHORITY'S BOARD OF DIRECTORS**

WHEREAS, the Truckee Tahoe Workforce Housing Agency ("TTWHA") is a joint powers authority established on January 22, 2020, for the purpose of establishing an independent public agency, to support and promote the development of workforce housing for Members within the jurisdiction of the Agency; and

WHEREAS, the TTWHA 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; and

WHEREAS, the existing members of TTWHA include the Tahoe Forest Hospital District, Tahoe Truckee Unified School District, Truckee Donner Public Utility District and Truckee Tahoe Airport District; and

WHEREAS, Placer County and Nevada County may also join TTWHA; and

WHEREAS, the Town of Truckee desires to become a member of TTWHA and participate in its programs; and

WHEREAS, Section 5.1.B of the TTWHA Joint Powers Agreement and Bylaws require that a public agency may be considered for Membership in the Agency after the Effective Date by presenting an adopted resolution to the TTWHA Board which includes a request to become a Member of the Agency.

NOW, THEREFORE, the Town Council of Truckee hereby finds, determines, and resolves as follows:

1. The Town Council has considered the full record before it, which may include but is not limited to such things as the staff reports, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. In accordance with the requirement of Section 5.1.B of the TTWHA Joint Powers Agreement, the Town Council hereby requests the Town of Truckee to become a member of TTWHA and that the Board of Directors of TTWHA approve this request, subject to the Town Council approving the Joint Powers Agreement on June 8, 2021.

The foregoing resolution was introduced by Vice Mayor Henderson, seconded by Council Member Zabriskie, at a regular meeting of the Truckee Town Council, held on the 8th day of June, 2021 and adopted by the following vote:

AYES: Council Member Polivy, Vice Mayor Henderson, Mayor Klovstad, Council Member Zabriskie, and Council Member Romack.

NOES: None.

ABSENT: None.

Anna Klovstad

Anna Klovstad, Mayor

ATTEST:

Jen Callaway

Jen Callaway, Town Manager, Acting Town Clerk

Amended Agency Agreement and Bylaws

Meeting Date: June 16, 2021
Prepared By: Emily Vitas, Executive Director
Agenda Item: Approve Amended Agency Agreement and Bylaws

BOARD REQUEST

Approve updates to agency Agreement and Bylaws, as requested by the Board of Directors and recommended by Municipal Resource Group in their New Member Agencies Report.

BACKGROUND

To respond to the agency's expansion, per the Municipal Resource Group's New Member Agencies Report, it has been recommended that we update agency agreements and bylaws to include the following:

- 1) Jurisdiction boundaries of TTWHA: Modify formation documents to include a boundary map that restricts TTWHA activity boundaries to those jurisdictional boundaries of the original four member agencies.
- 2) By-Laws requirements for unanimous vote (adding new members, bond issuance, eminent domain and termination): Modify formation documents to require super majority (5 votes for 7 members) versus the current requirement for unanimous approval for described actions. This will allow for efficient consideration of those important actions that currently require unanimous approval.

Additionally, the board requested that, in an effort to ensure those with the highest decision-making authority are represented on the Board of Directors, the bylaws and agreement be updated to state that in the instance that a designee is selected to serve on the board in place of the General Manager / Chief Executive Officer, that that designee be given the same level of authority as the General Manager / Chief Executive Officer when making decisions for their agencies.

These updates are reflected in the attached documents. All updated sections have been highlighted.

SAMPLE MOTIONS

Sample Motion 1: I move to approve the updates made to the agency agreement and bylaws.

Sample Motion 1: I move to approve the updates made to the agency agreement and bylaws, with the following changes:

Sample Motion 3: I move to continue the item / take no action

ATTACHMENTS

Updated Agency Agreement
Updated Agency 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

**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 depository 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.