



## Collaborative Agreement July 1, 2020 – June 30, 2023

**Background:** Mountain Housing Council of Tahoe Truckee (Council) is a collaborative effort working to identify priorities and create an innovative and accelerated portfolio of solutions to regional housing issues. The Council operates, geographically in eastern Nevada and Placer Counties and the Town of Truckee.

### I. About the Collaborative Agreement

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**Purpose:** The purpose of this Collaborative Agreement (Agreement) is to outline how this diverse body of stakeholders will work together to achieve results.

**Authority:** This Agreement is not intended to, and does not, impose any legally binding requirements on the individuals or entities that participate in the process. Members recognize and respect that each participant is first bound to their organization and within their organization's constraints bring what resources they can to the Council's effort. Signatories do not assume liability for any other member's actions, obligations, or liabilities or any third party claims that arise out of this initiative. **The Council is built upon a good faith effort.**

**Expiration:** This Collaborative Agreement is effective for a three-year period or for the duration of Council activities from July 1, 2020 – June 30, 2023.

### II. Roles + Responsibilities

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#### 1. Project + Financial Manager + Convener

Tahoe Truckee Community Foundation (TTCF) will serve in the role of Project Manager, Administrator and Convener for the Mountain Housing Council, including providing the following services:

- Convene stakeholder groups
- Garner funding
- Sponsor meetings
- Address technical study needs
- Provide staff support to manage the Council activities



As Project Manager and Convener, TTCF will manage funds contributed by the Funding Partners. An administrative fee of 10% will be allocated from the Council budget by TTCF for overhead and fund management.

An annual budget will be developed by TTCF and approved by the Board of Directors of TTCF. All Council activities will be categorized as a program of TTCF with TTCF acting as the fiscal manager. Funding will drive the work of the Council with the capacity to include additional support for TTCF managed items such as project facilitation, coordination, communications, and administrative responsibilities.

In addition, TTCF will:

- Provide Council oversight in regards to funds and collaborative activity;
- Report to Funding Partners including providing financial reports on a bi-annual basis.

## **2. Stakeholder Groups**

There are four stakeholder groups that serve to move the Council and housing solutions forward through various committees and work groups.

The following is an outline of how each of these stakeholder groups participate in the work of the Council.

### **a. Council Community Partners**

Nonprofit and social service partners are essential Council participants. The primary role in participation is to ensure inclusive community involvement. As representatives of unique missions and constituents, we look to these partners to share the work of the Council formally and informally to ensure that a range of community voices and needs are heard.

*Roles:*

1. Outreach and promotion
2. Focus group facilitation
3. Data collection and storytelling
4. Participation in the Think Tank, Tiger Teams, and Ad Hoc groups
5. Other TBD



*Community Partner Membership:*

Community Partners represent nonprofits that have mission alignment and constituencies associated with regional housing goals. Nonprofits that receive TTCF grants or are contracted to provide services for Mountain Housing Council, are not intended to pay. Membership in the Community Partners group is by invitation.

**b. Council Funding Partners**

The Funding Partners represent local agencies, special districts, philanthropic entities, associations, and networks that are mission aligned, who have committed funding to the Mountain Housing Council. The primary role of the Funding Partners includes educating community stakeholder groups, moving policy issues forward, and aligning regulatory activities for Council goals.

*Funding Partner Membership:*

Membership is based on an invitation, Board endorsement and funding along with access to other resources such as:

1. Land: Own land for possible Mountain Housing Council efforts
2. Policy: Manage policies around housing that can be shaped in a way to accelerate housing solutions
3. Constituents: Have a large constituency that needs housing or can advance goals of the Council

*To view a list of current Council Partners, visit [www.mountainhousingcouncil.org](http://www.mountainhousingcouncil.org)*

**c. Collaborative Partners/ Deal Makers Network**

The Collaborative Partners/ Deal Makers Network are private investors, developers, landholders and property managers who come together to advance and create large-scale housing solutions for the Tahoe Truckee region.

*Roles:*

1. Lend expertise
2. Help vet concepts and projects
3. Help identify capital sources
4. Network and connect to advance the mutual mission of accelerating regional housing solutions aligned with the housing targets set by the Council
5. Identify barriers to unlocking regional housing solutions
6. Other TBD



#### *Collaborators Network:*

Participation in the Network does not necessarily imply Council Membership. This group will be convened separate from Council meetings and participation will be more fluid based on projects and needs. The work of the Deal Makers will directly inform the Council who will be called upon to help think through the barriers and opportunities identified in this forum.

#### **d. The Public**

The (residents of Eastern Placer, Nevada County, Northern El Dorado and the Town of Truckee North Tahoe Truckee represent the myriad of community members in our region including but not only individuals, families, employers, employees, neighbors, and friends.

1. Inform the work of the Mountain Housing Council based on the realities faced by our community members as it relates to housing
2. Promote and amplify the importance of a regional collaboration to focus leadership efforts in accelerating solutions for housing
3. Attend and participate in the public aspects of the Mountain Housing Council

#### **3. Staffing Roles**

##### *Project Manager and Lead Facilitator:*

In cooperation with TTCF staff the Project Director/Lead Facilitator will design stakeholder meetings and guide the overall process toward achieving its mutually agreed-upon purpose and goals. The Lead Facilitator and Project Manager will be contracted by TTCF.

#### **III. Code of Conduct**

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All participants in the Mountain Housing Council, across all stakeholder groups and meetings agree to the follow Code of Conduct that outlines a set of behaviors and standards that we believe will result in a successful initiative. As a general practice in civil discourse, the Council will abide by the guidelines from “Speak Your Peace.”



### **Speak Your Peace:**

- Pay attention. Be aware and attend to the people and world around you.
- Listen. Genuinely focus on others as they speak so that you may better understand their perspectives.
- Be Inclusive. Welcome all points of view, every individual, and all groups of citizens working for the greater good.
- Don't Gossip. And do not accept when others do. Speaking with consideration and kindness is at the heart of civil behavior.
- Show Respect. Honor other people and their opinions, especially in the midst of disagreement.
- Be Agreeable. Two ingredients for being agreeable in conversation: 1. The ability to consider that you might be wrong. 2. The ability to admit that you don't know.
- Apologize. Be sincere and repair damaged relationships.
- Give *constructive* criticism. Be sure that your intention is to help, not to humiliate or attack someone personally.
- Take responsibility. Don't shift responsibility or blame others.

## **IV. Agreements**

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### **Meeting Agreements**

1. Show up and bring your best ideas and innovation with you to every meeting
2. Be prepared for each meeting by reviewing documents and meeting material distributed prior
3. Treat others in the Council with respect and expect to be treated with respect
4. Voice opinions and concerns openly in the Council meetings and listen openly to opinions of others
5. Assist in and advocate for achievement of the collaborative goals of the Council
6. Work collaboratively towards resolution of Council issues; strive for consensus
7. Share experience and expertise as a means of advancing the Council's common interests
8. Serve as an ambassador for the Council and share progress of the work with base and staff



### **Decision-Making Agreements:**

Teams, Committees, Work Groups will strive to make decisions through a consensus model, facilitated and documented by the Lead Facilitator or a member of the Facilitation Team.

1. The definition of consensus spans the range of: strong support to “I can live with it.” Any of these statements by a Council member constitutes consensus.
2. Many of our Council representatives cannot act independently on behalf of the agencies and organizations that they represent. Therefore, voting will be a consensus tool that will be used on a very limited basis from time-to-time with intention around preparation of information, education and timing. When the Council uses a vote to determine a course of action, the meeting notes will reflect the voting detail of those who approved, opposed and abstained.

### **Communication Agreements:**

1. TTCF will manage internal and external communications for the Council. Council members will coordinate with TTCF on communications about the effort to maintain consistent messaging and impact.
2. Council members will share information and results of the work to their constituency base with support from TTCF.

### **V. Miscellaneous**

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No provision of this agreement is intended to confer any benefit upon any third party, and no third party shall have the right to enforce any provision of this Agreement.

Each signatory agrees that it shall not use any other signatory, Council member or TTCF's name, or any logo or insignia of such person or entity, or otherwise identify such person or entity in any form of publicity or disclosure without the prior written permission of the person or entity, which permission may be given or withheld in the person or entity's sole discretion.



This Agreement, and any dispute between the parties arising out of this agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules.

Nothing in this Agreement is intended to establish a partnership, joint venture or agency relationship between any of the signatories and TTCF.

**V. Partner Agreement, Organization Information, and Signature**

Organization: \_\_\_\_\_

*Council participation should involve a commitment from the top leadership of each organization. To have momentum in this work we must have key decision makers at the table. Partners commit to provide leadership from top staff and/or elected leaders.*

Participation:

- Community Partner
- Funding Partner

Three-year Financial Commitment: \_\_\_\_\_

Primary Representative

Name/Title: \_\_\_\_\_

Email/Phone: \_\_\_\_\_

Secondary Representative

Name/Title: \_\_\_\_\_

Email/Phone: \_\_\_\_\_

I agree to follow the Collaborative Agreement as outlined above.

Authorized Signers Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_