



**Mammoth Lakes Housing Board Meeting
Agenda**

Monday, June 6, 2022, 6:00 p.m.

437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members of the Board

President Kirk Stapp, Vice President Jennifer Kreitz, Board Member Lindsay Barksdale, Board Member Tom Hodges, Board Member Agnes Vianzon, Board Member Tony Perkins, Board Member Heidi Steenstra, Board Member Brian D'Andrea

NOTE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Mammoth Lakes Housing, Inc. at (760) 934-4740. Notification 48 hours prior to the meeting will enable Mammoth Lakes Housing, Inc to make arrangements to ensure accessibility to this meeting (28 CFR 13.102-35.104 ADA Title II).

NOTE: This meeting will be conducted pursuant to the provisions of Assembly Bill 361 (AB361) which amends certain requirements of the Ralph M. Brown Act. You are encouraged to watch this meeting live through the online eSCRIBE system here: <https://pub-townofmammothlakes.escribemeetings.com>, on the local government cable channel 18, or by utilizing the Zoom link below.

ZOOM INFORMATION:

Join from a PC, Mac, iPad, iPhone or Android device: <https://monocounty.zoom.us/j/98707718059>

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 646 876 9923 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 987 0771 8059 - Callers: To Raise your hand Press *9, to Unmute/Mute Press *6

International numbers available: <https://monocounty.zoom.us/j/98707718059>

You can watch this meeting live through the online Granicus system here:

http://mammothlakes.granicus.com/ViewPublisher.php?view_id=4 or on the local government cable channel 18. Public comments can be submitted to the Executive Director at

patricia@mammothlakeshousing.org or clerk@townofmammothlakes.ca.gov or may be made via Zoom or in person in Suite Z.

- 1. Call to Order**

Regular meeting of the public benefit corporation, 501(c)3, Mammoth Lakes Housing, Inc. whose mission is to support affordable housing for a viable economy and sustainable community.
- 2. Assembly Bill 361 (AB 361) Findings**
 - 2.1. Adopt Resolution 2022-11 to allow virtual Board meetings to continue during the Covid-19 pandemic declared emergency**
- 3. Public Comments**

This is the established time for any member of the public wishing to address the Mammoth Lakes Housing, Inc. Board of Directors on any matter that does not otherwise appear on the agenda. Members of the public desiring to speak on a matter appearing on the agenda should ask the Chairman for the opportunity to be heard when the item comes up for consideration. Public comments may be submitted to the Executive Director at patricia@mammothlakeshousing.org or clerk@townofmammothlakes.ca.gov before or during the meeting, may be made in person in Suite Z or by "Raising your hand" in Zoom.
- 4. Consent Agenda**
 - 4.1. Approval of the Minutes from May 2, 2022 Regular Board Meeting**
- 5. Policy Items**
 - 5.1. Review and possibly approve a contract with Relativity Architects for services at the Project Homekey site**
 - 5.2. Review and possibly approve expenditures for Project Management services for Project Homekey and Access Apartments projects**
 - 5.3. Review and possibly approve a Memorandum of Understanding between Mono County Social Services and Mammoth Lakes Housing, for Housing Navigator Services**
 - 5.4. Receive an update from the MLH-Town Contract Negotiations Committee and consider the draft deliverables**
 - 5.5. The Board will receive a presentation regarding the 20th Anniversary Rebranding process, possible new name options, and next steps. The Board will have an opportunity to workshop name options and give staff direction.**
 - 5.6. Review and possibly approve the Mammoth Lakes Housing Draft 2022/2023 Fiscal Year Budget**
 - 5.7. MLH Programs Update**
 - 5.8. Reschedule July Board meeting**

5.9 Consider adopting Resolution 22-12, which revises Resolution 21-05 adopted by the Board of Directors October 4, 2021 in response to the State's CalHome Program Notice of Funding Availability, in order to accept nearly \$1M in funds for mortgage assistance and rehabilitation loans in Mono County.

6. Committee Reports

7. Board Member Reports

8. CLOSED SESSION

8.1 Pursuant to Government Code Section 54957, the Board will hold a closed session to consider the evaluation of performance of an employee, title: Executive Director.

9. Adjourn

The meeting will adjourn to the next regular Board meeting.



*Mammoth Lakes Housing, Inc.
supports workforce housing
for a viable economy and
sustainable community.*

STAFF REPORT

Subject: The Board will discuss AB 361 and consider adoption of Resolution 22-11, regarding the continued utilization of teleconferencing for meetings of the Board that are required to follow the Brown Act.

Presented by: Patricia Robertson, Executive Director

BACKGROUND

On June 11, 2021, Governor Gavin Newsom issued Executive Order N-08-21, which among other things rescinded his prior Executive Order N-29-20 and sets a date of October 1, 2021 for public agencies to transition back to public meetings held in full compliance with the Brown Act.

In September the Governor signed AB 361 which extends public meeting teleconferencing until January 1, 2024. This allows for the continued use of teleconferencing without the need to publicly notice the address of every teleconference location.

Brief summary of AB 361 Changes:

For as long as a Brown Act body uses the modified Brown Act rules authorized by AB 361, it must:

1. Give notice of the meeting and post agendas as otherwise required by the Brown Act.
2. Allow members of the public to access the meeting and address the legislative body directly (this doesn't mean in-person).
3. Give notice explaining how members of the public may access the meeting and offer public comment.
4. Identify and include an opportunity for all persons to attend via phone or internet on the agenda.
5. Conduct meetings in a manner that protects the statutory and constitutional rights of the parties and the public.
6. Take no action on items on the agenda in the event there is an interruption which prevents remote members of the public from commenting, until connection is restored [THIS IS NEW].
7. Provide an opportunity for the public to address the board and offer comment in real time from their location.

8. Even though public agencies cannot require the public to “register” prior to providing comment, if they use a website or other platform that requires registration and it is not under the agency’s control, that is acceptable.

New requirements for public comment:

1. If the agency provides a timed public comment period for each agenda item, it may not close the public comment period for the agenda item (or the opportunity to register, pursuant to paragraph 8 above) to provide public comment until that timed public comment period has elapsed.
2. An agency that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register, or otherwise be recognized for the purpose of providing public comment.
3. An agency that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, until the timed general public comment period has elapsed.

Required Findings:

No later than 30 days after teleconferencing for the first time under AB 361 (and every 30 days thereafter) the board must make the following findings by majority vote:

- (A) The legislative body has reconsidered the circumstances of the state of emergency.*
- (B) Any of the following circumstances exist:
 - i. The state of emergency continues to directly impact the ability of the members to meet safely in person.
 - ii. State or local officials continue to impose or recommend measures to promote social distancing.

* “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

Because the Mammoth Lakes Housing Board of Directors meets monthly (or less frequently), the Board will need to make the required findings at the beginning of every Board meeting.

The California Department of Public Health (CDPH) has updated information on their website here: <https://www.cdph.ca.gov/>.

Mono County Public Health issued an order on August 6, 2021 requiring masking in all public indoor spaces. In a letter dated September 20, 2021, Mono County Public Health Director recommended that the Board of Supervisors continue virtual meetings (Attachment 1). The Mono County Public Health Order requiring masks is provided as Attachment 2.

RECCOMENDATION

The Board should consider making the required findings to continue with virtual meetings.

ATTACHMENTS

1. Letter from Bryan Wheeler, Director of Public Health, to the Mono County Board of Supervisors, dated September 20, 2021
2. The Mono County Public Health Order requiring masks, August 6, 2021
3. Resolution 22-11



MONO COUNTY HEALTH DEPARTMENT

Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

To: Board of Supervisors

From: Bryan Wheeler, Director of Public Health

Date: September 20, 2021

Re: Continued Recommendation regarding Social Distancing and Remote Meetings

Both Mono County “covering” Health Officer Dr. Rick Johnson and I strongly recommend that physical/social distancing measures continue to be practiced throughout our Mono County communities, including at meetings of the Board of Supervisors, to minimize the spread of COVID-19.

Whether vaccinated or not, positive individuals are contracting the Delta variant and infecting others in our communities. Social distancing and masking are crucial mitigation measure to prevent the disease’s spread. Virtual board meetings allow for the participation of the community, county staff, presenters, and board members in a safe environment, with no risk of contagion. It is recommended that the board implement 100% remote meetings.

As a secondary alternative, the board could implement hybrid meetings (i.e., meetings that are both in-person and virtual), combined with adequate social distancing measures and masking requirements that are actively enforced, in order to minimize risk of contagion. However, as noted above, the safest path would be to implement meetings that are solely remote.

If you have any questions regarding this recommendation, please do not hesitate to contact me. I will be present at the September 21, 2021, meeting to answer any questions.

MONO COUNTY HEALTH DEPARTMENT

Public Health Officer Order:

Face Coverings For All While in Public

P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831
EMAIL RJOHNSON@ALPINECOUNTY.CA.GOV

August 6, 2021

Please read this Order carefully. Violation of or failure to comply with this Order is a crime punishable by fine of up to \$1,000, imprisonment for up to 90 days, or both. (California Health and Safety Code § 120295.) **This Order supersedes and replaces all previous Mono County Public Health Officer Orders regarding Face Coverings.**

WHEREAS, a state of emergency has been declared by the State of California, and a local emergency has been declared in Mono County in response to the virus COVID-19 (Coronavirus); and

WHEREAS, on June 15, 2021, California fully reopened the economy, and the State terminated the restrictions on businesses and activities in its Blueprint for a Safer Economy. Epidemiologic evidence demonstrates that the rate of community transmission of COVID-19 and positivity rates have all substantially increased since the June 15, 2021 reopening; and

WHEREAS, since the state reopening, increased interactions among members of the public have resulted in an increased number of daily new COVID-19 cases in Mono County; daily cases have more than quadrupled since June 15, 2021. In addition, as of July 24, 2021, Mono County is reporting a 7-day daily average case rate of 15.3 cases per 100,000 people with a 7-day lag. Based upon Federal Centers for Disease Control and Prevention (CDC) indicators and thresholds, this means that community transmission of COVID-19 within Mono County is now considered Substantial, and highly likely to increase during the coming days and weeks; and

WHEREAS, while a significant number of Mono County residents are fully vaccinated (i.e., two weeks or more have passed after the receipt of a second dose in a 2-dose series or 2 weeks or more after receipt of a single-dose vaccine) as of the date of this Order in Mono County, COVID-19 remains a concern to public health and safety and there are still a large number of individuals in the County who are not yet fully vaccinated, including children under 12 years old, who are not currently eligible to be vaccinated. Furthermore, variants of the virus that may spread more easily and/or cause more severe illness, including the Delta variant, are present in Mono County, impacting local residents and visitors, based on positive case reporting; and

WHEREAS, throughout the COVID-19 pandemic, in Mono County, as well as throughout California and the nation, there have been insufficient quantities of critical healthcare infrastructure, including hospital beds, ventilators and workers, capable of adequately treating mass numbers of patients at a single time as the virus spread unchecked; and

WHEREAS, in order to continue to protect the community from COVID-19, in particular for those who are not fully vaccinated, this Order mainly aligns with the State Public Health Officer Order, dated June 11, 2021, as well as the July 28, 2021, Guidance on the Use of Face Coverings issued by the California Department of Public Health. The primary intent of this Order is to help slow and improve the Substantial level of community transmission here in Mono County, to align with recent State recommendations and to help mitigate and reduce the impact on Mono County, and its critical healthcare infrastructure; and

WHEREAS, throughout the COVID-19 pandemic, face coverings have been recommended by the U.S. Centers for Disease Control and Prevention (CDC) to decrease COVID-19 transmission. Face coverings are believed to decrease shedding of COVID-19 by people who are infected. Many people with COVID-19 infection have mild or even no symptoms. Such cases may unknowingly spread the virus to others and face coverings are intended to decrease the chance of such transmission.

NOW, THEREFORE, effective beginning August 6, 2021, under the authority of California Health and Safety Code sections 101040, 101085 and 120175 and Title 17 California Code of Regulations, Section 2501, the Mono County Acting Health Officer **HEREBY ORDERS** as follows:

1. All persons within Mono County and the Town of Mammoth Lakes, regardless of vaccination status, shall wear face coverings¹ **while in indoor public settings, venues, gatherings, and businesses** (examples include offices, retail, restaurants, theaters, family entertainment centers and meetings, among others).
2. Individuals, businesses, venue operators, or hosts of public indoor settings must require all patrons to wear masks, for all indoor settings, regardless of their vaccination status, and post clearly visible and easy to read signage at all entry points to communicate the masking requirements for patrons.
3. Recommendation: It is *recommended* that all persons wear face coverings while attending large outdoor public events.
4. The following individuals are exempt from wearing masks:
 - a. Persons younger than two years old. Very young children must not wear a mask because of the risk of suffocation.

¹ The following list, informed by the California Department of Public Health <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Get-the-Most-out-of-Masking.aspx> and the Center for Disease Control <https://www.cdc.gov/quarantine/masks/mask-travel-guidance.html> are attributes of face coverings, or masks, needed to fulfill the requirements of this Order:

- A properly worn mask that completely covers the nose and mouth.
- Cloth masks should be made with two or more layers of a breathable fabric that is tightly woven (i.e., fabrics that do not let light pass through when held up to a light source).
- Mask should be secured to the head with ties, ear loops, or elastic bands that go behind the head.
- Mask should fit snugly but comfortably against the side and bottom of the face.
- Mask should be a solid piece of material without slits, exhalation valves, or punctures.

- b. Persons with a medical condition, mental health condition, or disability that prevents wearing a mask. This includes persons with a medical condition for whom wearing a mask could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a mask without assistance.
- c. Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
- d. Persons for whom wearing a mask would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.

This Order shall take effect beginning on Friday, August 6, 2021 and will remain in effect until rescinded, in writing, by the Mono County Health Officer based on three consecutive weeks of adjusted case of below 6.9 per 100,000.

General Provisions

1. This Order is issued as a result of the worldwide pandemic of COVID-19 disease, also known as “novel coronavirus,” which has infected at least 197 million individuals worldwide in 220 countries and is implicated in over 4.2 million worldwide deaths, including 1065 cases and five deaths in Mono County.

2. This Order is issued based on evidence of increasing transmission of COVID-19 both within the County of Mono and worldwide, scientific evidence regarding the most effective approach to slow transmission of communicable diseases generally and COVID-19 specifically, as well as best practices as currently known and available to protect the public from the risk of spread of or exposure to COVID-19.

3. This Order is intended to reduce the likelihood of exposure to COVID-19, thereby slowing the spread of COVID-19 in Mono County as well as, on a larger scale, to communities worldwide. As the presence of individuals increases, the difficulty and magnitude of tracing individuals who may have been exposed to a case rises exponentially.

4. This Order is issued in accordance with, and incorporates by reference, the: March 4, 2020 Proclamation of a State Emergency issued by Governor Gavin Newsom; the March 15, 2020 Declaration of Local Health Emergency based on an imminent and proximate threat to public health from the introduction of novel COVID-19 in Mono County; the March 17, 2020 Resolution of the Board of Supervisors of the County of Mono proclaiming the existence of a Local Emergency in the County of Mono regarding COVID-19 and ratifying and extending the Declaration of Local Health Emergency due to COVID-19; all current applicable guidance issued by the California Department of Public Health, including but not limited to the June 11, 2021 California Public Health Officer Order and the July 28, 2021 California Department of Public Health Guidance for the Use of Face Coverings, and the Center for Disease Control recommendations on masking protocol.

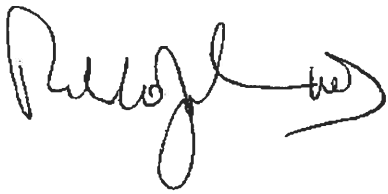
5. This Order is made in accordance with all applicable State and Federal laws, &

including but not limited to: Health and Safety Code sections 101030, et seq.; Health and Safety Code sections 120100, et seq.; and Title 17 of the California Code of Regulations section 2501.

6. To the extent necessary, pursuant to Government Code sections 26602 and 41601 and Health and Safety Code section 101029, the Health Officer requests that the Sheriff and all Chiefs of Police in the County ensure compliance with and enforcement of this Order.

7. This Order is made because of the propensity of the virus to spread person-to-person.

8. Copies of this Order shall promptly be posted on the County of Mono's Public Health Department's website (monohealth.com) and provided to any member of the public requesting a copy of this Order.

A handwritten signature in black ink, appearing to read 'Richard Johnson', with a stylized flourish at the end.

_____ Date: August 2, 2021

Richard Johnson, MD
Acting Local Health Officer
For Mono County and the Town of Mammoth Lakes

RESOLUTION NO. 22-11

A RESOLUTION OF THE BOARD OF DIRECTORS OF MAMMOTH LAKES HOUSING, INC. MAKING FINDINGS TO ALLOW THE BOARD OF DIRECTORS TO MEET VIRUTALLY DURING THE COVID-19 PANDEMIC DECLARED EMERGENCY

WHEREAS, meetings of the Mammoth Lakes Housing, Inc.'s Board of Directors are conducted in compliance with the Brown Act (Government Code Section 54950 et seq), so that members of the public may attend, observe, and participate, in accordance with the organizations' Bylaws (Section 5.2.(c)); and

WHEREAS, Government Code Section 54953(e) is a provision of the Brown Act establishing special rules that apply under specific circumstances to meetings that are conducted remotely via teleconference; and

WHEREAS, using the special rules will facilitate continuing to conduct meetings remotely during the COVID-19 pandemic; and

WHEREAS, the Board of Directors of Mammoth Lakes Housing, Inc. does hereby find that allowing for conducting public meetings virtually will support social distancing and reduce the potential risk to the public, elected officials, and employees to be infected by or to spread COVID-19; and

WHEREAS, a required condition for the use of the Section 54953(e) rules is the existence of a state of emergency declared by the Governor pursuant to Government Code Section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the State caused by conditions as described in Government Code Section 8558; and

WHEREAS, an additional required condition is that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Governor of California declared a Statewide state of emergency due to the COVID-19 virus on Wednesday, March 4, 2020; and

WHEREAS, on March 15, 2020 the Mono County Health Officer declared a local health emergency, including finding "that there is an imminent and proximate threat to public health from the introduction of COVID-19 in Mono County;" and

WHEREAS, the Mono County Director of Public Health has recently issued a memorandum recommending that social distancing be used as one means of reducing the spread of COVID-19; and

WHEREAS, the Board of Directors does hereby find that meetings of the Mammoth Lakes Housing, Inc. Board shall be conducted in compliance with paragraph (3) of subdivision (b) of Government Code Section 54953, as

authorized by subdivision (e) of Section 54953, and that the Board of Directors shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of Section 54953.

NOW, THEREFORE, BE IT RESOLVED that the recitals set forth above are true and correct and are incorporated into this resolution by this reference; and

IT IS FURTHER RESOLVED that the Board of Directors hereby declares that a State and County emergency exists due to the existence or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property due to the COVID-19 virus; and

IT IS FURTHER RESOLVED that the Mono County Director of Public Health has issued a memorandum recommending the continued use of social distancing as a means to reduce the spread of COVID-19, and that the COVID-19 state of emergency impacts the ability of the Board of Directors to safely meet in person; and

IT IS FURTHER RESOLVED that the Board of Directors finds the use of virtual meetings, as provided for under AB 361 as approved by the State Legislature and signed by the Governor, is a prudent and safe means to conduct the organization's business respecting the recommendation to use social distancing as a precaution to reduce the spread of COVID-19; and

IT IS FURTHER RESOLVED that the organization's staff and Board of Directors are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act; and

IT IS FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) July 6, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board of Directors may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

APPROVED AND ADOPTED THIS 6th day of June 2022.

AYES: _____ NAYS: _____ ABSTAIN: _____ ABSENT: _____

Kirk Stapp, President

ATTEST:

Patricia Robertson, Secretary



Mammoth Lakes Housing Board

Regular Meeting Minutes

May 2, 2022, 6:00 p.m.

437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members Present: President Kirk Stapp, Vice President Jennifer Kreitz, Board Member Lindsay Barksdale, Board Member Heidi Steenstra, Board Member Brian D'Andrea

Members Absent: Board Member Tom Hodges, Board Member Agnes Vianzon, Board Member Tony Perkins

1. Call to Order

President Kirk Stapp called the meeting to order at 6:05 p.m. in the Council Chamber at 437 Old Mammoth Road, Suite Z. President Stapp and Board Members Lindsay Barksdale and Heidi Steenstra attended the meeting in person. Vice President Jennifer Kreitz and Board Member Brian D'Andrea attended the meeting via videoconference.

2. Assembly Bill 361 (AB 361) Findings

2.1 Adopt Resolution 2022-10 to allow virtual Board meetings to continue during the Covid-19 pandemic declared emergency

Executive Director Patricia Robertson outlined the information in the staff report.

There was discussion between Ms. Robertson and members of the Board.

Moved by President Kirk Stapp
Seconded by Board Member Lindsay Barksdale

Adopt Resolution 2022-10 to allow virtual Board meetings to continue during the Covid-19 pandemic declared emergency

For (4): President Kirk Stapp, Board Member Lindsay Barksdale, Board Member Heidi Steenstra, and Board Member Brian D'Andrea

Against (1): Vice President Jennifer Kreitz

Absent (3): Board Member Tom Hodges, Board Member Agnes Vianzon, and Board Member Tony Perkins

Carried (4 to 1)

3. Public Comments

There were no comments given at this time.

4. Consent Agenda

Moved by President Kirk Stapp
Seconded by Board Member Heidi Steenstra

Approve the Consent Agenda

For (5): President Kirk Stapp, Vice President Jennifer Kreitz, Board Member Lindsay Barksdale, Board Member Heidi Steenstra, and Board Member Brian D'Andrea

Absent (3): Board Member Tom Hodges, Board Member Agnes Vianzon, and Board Member Tony Perkins

Carried (5 to 0)

4.1 Approval of the Minutes from the March 7, 2022 Regular Board Meeting

4.2 Approval of the Minutes from the March 14, 2022 Special Board Meeting

4.3 Approval of the Minutes from the March 30, 2022 Special Board Meeting

5. **Policy Matters**

5.1 **Receive a presentation from Erik Guzman-Rangel on his experience at the annual Housing California conference in Sacramento, April 4-6**

Executive Director Patricia Robertson introduced MLH's Rural West Intern Erik Guzman Rangel and spoke about his internship with MLH.

Mr. Guzman Rangel outlined the information in the Housing California PowerPoint presentation.

5.2 **Receive a presentation on the Community Survey results**

Executive Director Patricia Robertson outlined the information in the staff report.

Rural West Intern Erik Guzman Rangel outlined the information in the Community Survey PowerPoint presentation.

There was discussion between staff and members of the Board.

5.3 **Consider acceptance of the Marketing Plan prepared by Jessica Kennedy as part of the 20th Anniversary Rebranding efforts**

Executive Director Patricia Robertson outlined the information in the staff report. Ms. Robertson introduced Jessica Kennedy.

Ms. Kennedy thanked Ms. Robertson and members of the Board for their assistance with the proposed Marketing Plan and discussed the process they went through to develop it. Ms. Kennedy outlined the information in the Marketing Plan and next steps.

There was discussion between Ms. Kennedy, Ms. Robertson and members of the Board.

Moved by President Kirk Stapp

Seconded by Board Member Heidi Steenstra

Accept (Approve) Marketing Plan prepared by Jessica Kennedy as part of the 20th Anniversary Rebranding efforts

For (5): President Kirk Stapp, Vice President Jennifer Kreitz, Board Member Lindsay Barksdale, Board Member Heidi Steenstra, and Board Member Brian D'Andrea

Absent (3): Board Member Tom Hodges, Board Member Agnes Vianzon, and Board Member Tony Perkins

Carried (5 to 0)

5.4 Receive an update on the status of Access Apartments project

Executive Director Patricia Robertson outlined the information in the staff report.

There was discussion between Ms. Robertson and members of the Board.

5.5 Consider approval of Subrecipient Agreement between MLH and the Town of Mammoth Lakes for 2020/21 CDBG award for Access Apartments in the amount of \$3,000,701

Executive Director Patricia Robertson provided background information on the State of California, Department of Housing and Community Development, State Community Development Block Grant (CDBG) Program that MLH and the Town of Mammoth Lakes (TOML) had previously applied for and spoke about the request from the State for additional information. Ms. Robertson outlined the information in the Subrecipient Agreement between MLH and the Town of Mammoth Lakes for 2020/21 CDBG award for Access Apartments in the amount of \$3,000,701.

There was discussion between Ms. Robertson and members of the Board.

Moved by Vice President Jennifer Kreitz

Seconded by President Kirk Stapp

Approve Subrecipient Agreement between MLH and the Town of Mammoth Lakes for 2020/21 CDBG award for Access Apartments in the amount of \$3,000,701.

For (5): President Kirk Stapp, Vice President Jennifer Kreitz, Board Member Lindsay Barksdale, Board Member Heidi Steenstra, and Board Member Brian D'Andrea

Absent (3): Board Member Tom Hodges, Board Member Agnes Vianzon, and Board Member Tony Perkins

Carried (5 to 0)

5.6 Review and possibly approve the Mammoth Lakes Housing Draft 2022/2023 Fiscal Year Budget

Executive Director Patricia Robertson outlined the information in the Mammoth Lakes Housing, Inc. Fiscal Year 2022/23 Draft Budget.

There was discussion between Ms. Robertson and members of the Board.

5.7 MLH Programs Update

Executive Director Patricia Robertson outlined the information in the staff report.

There was discussion between Ms. Robertson and members of the Board.

6. Committee Reports

There were no Committee updates provided.

7. Board Member Reports

Board Member Heidi Steenstra congratulated Rural West Intern Erick Guzman Rangel on his graduation.

Vice President Jennifer Kreitz reported that the Mono County Board of Supervisors would consider a Moratorium on short term rentals (STRs) in the unincorporated county at tomorrow's meeting.

Board Member Brian D'Andrea recognized the efforts by all involved at the recent fundraising event for the 238 Sierra Manor Road project.

There was discussion among members of the Board.

The Board went into recess at 7:39 p.m.

8. Closed Session

The Board went into closed session at 7:44 p.m.

8.1 Pursuant to Government Code Section 54957, the Board will hold a closed session to consider the evaluation of performance of an employee, title: Executive Director.

The Board came out of closed session at 8:15 p.m.

President Kirk Stapp announced that there was no reportable action taken during the closed session.

9. Adjourn

The meeting was adjourned at 8:15 p.m. to the next regular Board Meeting.

Angela Plaisted, Assistant Clerk
Town of Mammoth Lakes

Patricia Robertson, Secretary
Mammoth Lakes Housing, Inc.



*Mammoth Lakes Housing, Inc.
supports workforce housing
for a viable economy and
sustainable community.*

STAFF REPORT

Subject: Review and possibly approve a contract with Relativity Architects for services at the Project Homekey site

Presented by: Patricia Robertson, Executive Director

BACKGROUND

Mammoth Lakes Housing, Inc. was approached by a hotel owner in the Fall of 2021. Due to the availability of State Project Homekey funds for the purchase and conversion of existing structures including hotels, MLH partnered with the Town of Mammoth Lakes to submit an application in January 2022.

The Town was notified of award in May 2022, totaling \$4.56M. The Town of Mammoth Lakes committed up to \$1M and Mono County committed \$550,000 to this project as well. The total development cost, including acquisition is approximately \$5.76M.

The project will include 15 studio apartments with full kitchenettes, 1 manager's unit, a common area laundry room, and a common area locker room.

Occupancy must be achieved within 12 months of award → May 2023

To qualify for an additional bonus award of \$150,000, occupancy must be achieved within 8 months → January 2023.

To start this project as soon as possible, MLH should contract with an architecture firm to begin the drawings and plans to submit for a building permit. Staff recommends contracting with Relativity Architects located in Los Angeles.

Relativity Architects have experience with affordable housing projects and adaptive reuse projects, including Project Homekey hotel conversions.



Casa Rita Apartments: Interior and exterior renovations of an existing, 103-unit multi-family complex that featured 5 buildings atop a double-podium of parking. The renovations included upgrading and adding mobility units, audio/visual units, energy upgrades, and a re-configured community room and management offices to comply with current accessibility standards. Casa Rita Apartments was the recipient of the first-ever Rehab of the Year Award by SCANPH in 2019.

The conversion work at our Project Homekey site will include:

- Minor interior upgrades
 - Combine 4 rooms into 2 larger rooms
 - Add 9 kitchenettes
 - Add common area laundry room
 - Add common area locker room
 - Accessibility upgrades
- Site and exterior improvements
 - Stripe parking lot
 - Paint building
- Utility upgrades
 - Replace water heaters
 - Sprinklers TBD
 - Electrical TBD

RECOMMENDATION

The Board should review the contract from Relativity Architects and approve or give staff direction.

ATTACHMENTS:

1. Contract with Relativity Architects



*Mammoth Lakes Housing, Inc.
supports workforce housing
for a viable economy and
sustainable community.*

STAFF REPORT

Subject: Authorize a professional services agreement for Project and Construction Management services for Project Homekey and Access Apartment projects

Presented by: Patricia Robertson, Executive Director

BACKGROUND

Mammoth Lakes Housing, Inc. currently has two separate housing projects underway and moving quickly.

1. Project Homekey – expected occupancy April 2023
2. Access Apartments – expected occupancy Fall 2023

While the application and financing road has been long and hard, the real work is just beginning. There are a number of tasks that need additional staff capacity including:

- Lender and State coordination and construction closing
- Bid documents and securing general contractors
- Ongoing construction management
- Ongoing labor compliance reporting
- Construction loan and grant draw down requests
- Permanent loan closing coordination

ANALYSIS

MLH will recently be expanding staff capacity for client services and case management due to funding partnerships with Mono and Alpine counties; however, the current workload demands project management support.

Staff had conversations with three firms that provide these services, many which are currently at capacity. Zen Development Consultants LLC provided a proposal and is the preferred firm for their extensive experience with affordable housing development, the State Department of Housing & Community Development, and the offer of nonprofit rates.

FINANCIAL ANALYSIS

The recommended proposal includes the following costs.

PROJECT HOMEKEY		
<i>SCOPE</i>	<i>TIME COMMITMENT</i>	<i>ESTIMATED TOTAL COST</i>
Preconstruction Management	4-6 hours / week	\$12,600
Construction Management (Owner's Representative)	10 hours / week (including travel)	\$28,000 - \$56,000
	~11 months	\$40,600 - \$68,600

ACCESS APARTMENTS		
<i>SCOPE</i>	<i>TIME COMMITMENT</i>	<i>ESTIMATED TOTAL COST</i>
Preconstruction Management	6-8 hours / week	\$28,000
Manage Construction Loan Closing	5-8 hours / week	\$9,600
Construction Management (Owner's Representative)	10 hours / week (including travel)	\$84,000
Manage Permanent Conversion	4 hours / week	\$18,000
	~20 months	\$139,600

RECOMMENDATION

Authorize the professional services agreement with Zen Development Consultants LLC, subject to MLH Attorney's approval and finalization of the agreement, for Project and Construction Management services as described in the agreement which is included as Attachment 1.

ATTACHMENTS:

1. Proposed contract with Zen Development Consultants LLC



Consulting Services Agreement

This agreement dated 5-27-22, is made by and between Mammoth Lakes Housing, a _____ (Corp, LLC, Etc.), whose address is _____, referred to as "Client", and Zen Development Consultants LLC, a Maine limited liability company, whose mailing address is 222 Redwood Drive, PO Box 1082, Woodacre, CA 94973 and physical address is 11 Phippany Way Brunswick, ME 04011, referred to as "Consultant." Client and Consultant are each a "Party" and collectively are the "Parties" to this agreement.

1. CONSULTATION SERVICES. Client hereby engages the Consultant to perform the following services in accordance with the terms and conditions of this agreement (the "Work"): See **Exhibit A**.
2. RELATIONSHIP OF THE PARTIES: Consultant accepts the relationship of trust and confidence established with Client by this Agreement, and covenants with Client to cooperate with and coordinate its services with Client's agents in protecting the interests of Client.
3. STAFFING: The Consultant may self-perform or may engage qualified subconsultant(s) listed in Exhibit B to complete the Work. Zen Sawyer will be the project lead, supported by other members of Consultant's team of sub-consultants listed in Exhibit B, as needed. Kevin Shirata is anticipated to be the day-to-day project manager.
4. TERM OF AGREEMENT. This agreement will begin on 5-27-22 and will end on 5-27-23 (the "Term") with an option to extend for an additional year. The Term may be extended at the discretion of the Parties if and only if documented in a mutually executed written form.
5. TERMINATION. This Agreement may be terminated at any time by either Party upon written notice to the other. Client shall pay Consultant for all Services rendered and expenses incurred as of the date of termination.
6. TIME DEVOTED BY CONSULTANT. Estimated time to complete the various scopes of work is addressed in Exhibit A.
7. PLACE WHERE SERVICES WILL BE RENDERED. The Consultant will perform services in accordance with this contract at a remote location (eg. at Consultant's home office or at such other places as are deemed necessary). During construction, site visits are anticipated approximately twice per month.
8. RATES AND PAYMENT TO CONSULTANT. Client will pay Consultant at the hourly rates specified in Exhibit B to the Agreement (the "Rates"). Travel time is billable at the Rates. The Consultant will submit a reasonably detailed invoice setting forth the time spent and services rendered on a monthly basis, and the Client will pay the Consultant the amounts due as indicated by the statement within 30 days of the date of the statement.



After the statement due date, any unpaid balance will accrue interest at 1.5% per month. Payment may be submitted by check to the Consultant's address, by wire, by ACH, or by any other means agreed upon by the Parties.

9. INDEPENDENT CONTRACTOR. Both the Client and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required. Client shall provide Consultant with direction as to the outcomes to be accomplished, but the Consultant shall determine the means and methods by which to accomplish such outcomes. Consultant will also determine the hours and appointments required and will supply the equipment to accomplish the desired outcomes.
10. CONSULTANT NOT AGENT: Unless modified by Amendment, Consultant and its sub-consultants shall have no authority, express or implied, to act on behalf of or bind the Client in any capacity whatsoever as agents or otherwise.
11. CONFIDENTIALITY. The Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the Client will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations. Except as required by law, the Consultant, its agents, sub-consultants and suppliers shall not engage in any communication or correspondence with persons not directly involved in the Project, concerning any material aspect of the of the Project, without the express written consent of Client.
12. WARRANTIES: Except as specifically stated in his Agreement, there are no warranties made by either party, either expressed or implied.
13. STANDARD OF CARE: Consultant agrees to provide the services described herein according to the standard of care provided by competent, experienced consultants in Consultant's field of practice. Consultant in no way makes guarantees against errors and omissions in the normal course of business. Consultant in no way represents to provide, nor will Consultant provide, any legal, tax, or design-related advice. Client recognizes that no communications or work product produced by Consultant will be construed as legal or tax advice and will seek legal or tax advice from qualified professionals.
14. EMPLOYMENT OF OTHERS. The Client may from time to time request that the Consultant arrange for the services of others in connection with the Work.
15. EXPENSES. Expenses incurred by Consultant in the course of the Work shall be billable to Client at 110% of actual cost. Travel expenses shall be considered pre-approved at up to \$1000 per month. Notwithstanding this pre-approved travel budget, any other expenses over \$250 in a calendar month shall be approved by the Client before such



expenses are incurred. Mileage shall be reimbursable at the applicable federal rate set by the IRS.

16. **NO THIRD PARTY BENEFICIARIES:** This Consulting Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary or otherwise.
17. **DISPUTE RESOLUTION:** Claims, disputes and other matters in question with respect to this Consulting Agreement, related to the Project or arising out of or relating to this Consulting Agreement, that are unable to be resolved through negotiations between the parties, shall be resolved through non-binding mediation. Should mediation be unsuccessful in resolving the dispute, binding arbitration shall be implemented. The parties agree that any dispute requiring arbitration proceedings shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.
18. **INSURANCE:** Consultant shall carry liability insurance with a per occurrence limit of not less than \$1,000,000 per occurrence. The Consultant is not obligated to provide any endorsement, additional insurance, or to name any parties as an additional insured. Consultant is exempt from Workers' Compensation insurance provisions pursuant to the Labor Code.
19. **INDEMNITY:** Client shall indemnify, hold harmless, and defend Consultant, its successors and assigns, from all claims, losses, injury, expenses, damages and legal liability, including but not limited to Attorney's fees and other costs of defense, arising out of or resulting from the performance of Services, except to the extent arising from Consultant's willful misconduct or gross negligence.
20. **LIMITATION OF LIABILITY:** Client agrees that the liability of the Consultant under this Consulting Agreement shall not exceed the fees paid to Consultant for the portion of the work to which the claim relates. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. By executing this Agreement, the Client acknowledges that it had the opportunity to freely negotiate this term of the Consulting Agreement with Consultant and has agreed to this Limitation of Liability after such negotiations.
21. **SIGNATURES.** Both the Client and the Consultant agree to the above contract.



CLIENT

Signature

Name

Title

Date

Invoices shall be submitted to:	
(name)_____	and
(name)_____	by

(enter emails or other invoice delivery instructions)	

CONSULTANT

Signature

___Zen Sawyer_____
Name

___President_____
Title

Date



EXHIBIT A

Consultant agrees to provide the following consulting services (the “Work”):

Project Homekey Hotel conversion:

	Timeframe	Anticipated time	Not To Exceed Limit	Anticipated Sub-Consultant
1. Preconstruction Management	Contract effective date through Closing by 8-15-22	4-6 hours per week	24 hours per month	Kevin Shirata
2. Construction Management (owners rep)	From closing at 8-15-22 through 4-15-23 (approximate date for substantial completion/punch list/retention payment)	10 hours per week (including travel)	40 hours per month	Kevin Shirata

238 adaptive reuse project

	Timeframe	Anticipated time	Not To Exceed Limit	Anticipated Sub-Consultant
1. Preconstruction Management	Contract effective date through Closing by 10-15-22	6-8 hours per week	32 hours per month	Kevin Shirata
2. Manage financial construction closing	8-15-22 through 10-15-22	5-8 hours per week	64 hours	Jesse Ozanian or Ilea LaVora
3. Construction Management (owners rep)	From closing at 10-15-22 through 1-15-24 (approximate date for substantial completion/punch	10 hours per week (including travel)	40 hours per month	Kevin Shirata



	list/retention payment)			
4. Manage perm conversion	1-15-24 through 7-15-24	4 hours per week	120 hours	Jesse Ozanian or Ileah LaVora



EXHIBIT B

COMPENSATION

All time spent on performing the Hourly Work will be billable, including travel time. The following are the applicable hourly rates:

Consultant's Staff:

Zen Sawyer, Principal: \$175/hr

Subconsultants:

Anchor Point Development (Miguel Vasques, principal) \$175/hr

MNC Consulting LLC (Mariana Crawford, principal) \$175/hr

Jane Loechler \$175/hr

Kevin Shirata \$175/hr

Lee Alexander \$150/hr

Christina Duran \$150/hr

Price Consulting LLC (Kaila Price, principal) \$140/hr

Salinas Community Development LLC (Alice Salinas, principal) \$150/hr

LaVora Development LLC (Ileah La Vora, principal) \$150/hr

Kasama Development, LLC (Jovan Ludovice, principal) \$150/hr

Ozanian Consulting LLC (Jesse Ozanian, principal) \$150/hr

Studio 13 Community Development Consultants LLC (Erick Diaz, principal) \$150/hr

AHP Consulting LLC (Tim Maloney, principal) \$110/hr



*Mammoth Lakes Housing, Inc.
supports workforce housing
for a viable economy and
sustainable community.*

STAFF REPORT

Subject: Review and possibly approve a Memorandum of Understanding between Mono County Social Services and Mammoth Lakes Housing, for Housing Navigator Services

Presented by: Patricia Robertson, Executive Director

BACKGROUND

The MLH Board of Directors received a preliminary explanation of this opportunity at their regular February Board meeting. Since that meeting, MLH staff has been coordinating with both Mono County and Alpine County staff to initiate this partnership which will increase MLH staff capacity by 2 full-time employees.

These employees will focus on case management, service referral and coordination, and be the first contact with clients in the MLH office. Additionally, they will be responsible for building and maintaining relationships with landlords, real estate firms, property management companies, hotels/motels, and others to identify housing resources in our service area as well as designing and implementing incentive programs to secure scarce housing resources for our clients.

MLH staff has been undergoing a recruitment effort and has held 3 interviews to fill the Housing Navigator positions. Employment offers were made June 3rd, and new employees will be onboarded in early June.

These positions will be funded 80% by the counties, and 20% by MLH.

Each position will have a geographic focus, either Mono or Alpine County, however, they will work collaboratively and share responsibilities, so that clients can be served by either staff member.

This item is specifically related to the contract with Mono County. The Mono County Board of Supervisors is expected to approve this contract at their June 7th meeting.

The Alpine County contract will follow at a future meeting.

ANALYSIS

The Mono County Department of Social Services has opted into three separate housing and homelessness prevention funding allocations made available through the California Department of Social Services Housing and Homelessness Branch. All three allocations are state-funded, locally administered programs in which participating counties and their partners provide housing-related supports to eligible individuals and families.

The non-competitive allocations are \$250,000 per program. Counties draw down the funds from the state on a reimbursement basis based on eligible expenditures beginning this fiscal year. Eligible expenditures include direct client supports as well as administration and staffing needed to operate the programs. The funds must be spent or encumbered by June 2024, with additional funding rounds likely to be allocated next fiscal year.

- The Bringing Families Home (BFH) Program is designed to reduce the number of families in the child welfare system experiencing or at risk of homelessness, to increase family reunification, and to prevent foster care placement.
- The Housing and Disability Advocacy Program (HDAP) was established to assist people experiencing homelessness who are likely eligible for disability benefits by providing advocacy for disability benefits as well as housing supports. HDAP has four core requirements: outreach, case management, disability advocacy, and housing assistance.
- The Home Safe Program was established to support the safety and housing stability of individuals involved in Adult Protective Services (APS) by providing housing-related assistance using evidence-based practices for homeless assistance and prevention.

The programs are designed to offer financial assistance and housing-related supportive services, including, but not limited to rental assistance, housing navigation, case management, security deposits, utility payments, moving costs, legal services, and in the case of the HDAP program, disability insurance advocacy.

While the new housing program opportunities are exciting and clearly needed within our counties, we lack staff capacity within the department to single-handedly implement these programs. CDSS strongly encourages grantees (county social services) to use some of the new funds to establish specific positions to support coordination of these systems, and to collaborate with other entities to make the best use of available funding and link clients to necessary services.

Members of the Mono and Alpine Social Services Departments and Mammoth Lakes Housing (MLH) staff met with the California Department of Social Services to plan for how to best access these funds for housing staff capacity in the region. With the growing need for housing navigator and case management services at MLH, our technical assistance providers have advised that we utilize these funds to expand staff capacity within MLH and improve Coordinated Entry and referral systems as well as identify and recruit those likely eligible for housing services. Mono and Alpine County staff will work in concert with MLH staff to develop the programs.

Our proposal is to utilize approximately \$100,00 annually each from Mono and Alpine counties to support two Housing Navigators at MLH. Funds will be drawn down from the new housing

program allocations to pay for the positions. There is no match required from Mono County General Fund nor MLH; however, MLH will support the positions by a 20% investment.

The Mammoth Lakes Housing Board of Directors gave their support for the Housing Navigator concept at their February 7, 2022 meeting. Staff subsequently discussed that funding development of two Housing Navigators instead of one within MLH may be the most effective approach in that two Navigators could train together and provide program continuity during planned and unplanned absences.

The partnership (Counties and MLH) will receive on-going technical assistance from the California Department of Social Services technical assistance provider, Change Well Project, to scale quickly and effectively to meet community needs in developing the programs.

FINANCAL ANALYSIS

The Agreement with Mono County Social Services is a total of \$325,000 for a period of three years for an 80% FTE.

MLH will cover 20% of the FTE, resulting in approximately \$23,595 per fiscal year.

The income from this contract, as well as the expected salary and benefits expenses, have been included in the draft FY 22/23 Budget.

RECOMMENDATION

Approve the proposed Agreement with Mono County Social Services for the provision of Housing Navigator services by Mammoth Lakes Housing for the period June 1, 2022 through June 30, 2025; and authorize the Executive Director to execute the Contract on behalf of MLH.

This Agreement has been reviewed by MLH legal counsel.

ATTACHMENTS:

1. Proposed MOU between Mammoth Lakes Housing and Mono County Social Services

**AGREEMENT BETWEEN COUNTY OF MONO
AND MAMMOTH LAKES HOUSING
FOR THE PROVISION OF HOUSING NAVIGATOR SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the services of Mammoth Lakes Housing of Mammoth Lakes, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of Social Services, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by Contractor at County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from June 1, 2022, to June 30, 2025, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$325,000, not to exceed \$100,000 in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such

sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or

manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

- Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.
- Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by County's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder and the results of that work and/or services by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence or \$1,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for

at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a “retro date” prior to the contract effective date, then Contractor must purchase “extended reporting” coverage for a minimum of five years after completion of contract work.

- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor’s liability for bodily injury (including death), property damage, and environmental damage resulting from “sudden accidental” or “gradual” pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence or \$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Contractor’s insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers’ Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment

and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph 14 shall not apply.

15. ASSIGNMENT

This is an agreement for the personal services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT

If Contractor abandons the work, fails to proceed with the work or services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, then County may declare Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 23.

18. CONFIDENTIALITY

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of County.

19. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 23.

23. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

County of Mono:
Cathy Young, Social Services
PO Box 2969
Mammoth Lakes, CA 93546
cyoung@mono.ca.gov

Contractor:

Patricia Robertson, Director
Mammoth Lakes Housing
PO Box 260
Mammoth Lakes, CA 93546

25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

26. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER.

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF MONO
AND MAMMOTH LAKES HOUSING
FOR THE PROVISION OF HOUSING NAVIGATOR SERVICES

TERM:

FROM: June 1, 2022 To: June 30, 2025

SCOPE OF WORK

CONTRACTOR will serve as a strategic partner to COUNTY in the delivery of housing navigation services across several programs with similar housing navigation needs. COUNTY will use a portion of their Housing & Disability Advocacy Program (HDAP), Bringing Families Home (BFH), and Home Safe funding allocations to fund a Housing Navigator position to work in concert with Social Services and other housing and homelessness prevention partners across Mono County.

CONTRACTOR will hire at least one 80% FTE Housing Navigator to assist in identifying and serving clients under the HDAP, BFH, and Home Safe programs. The Housing Navigator will work to improve crisis intervention for persons seeking housing services and/or experiencing homelessness in the Eastern Sierra. The Housing Navigator will identify, engage and assist individuals and families seeking affordable housing, living in overcrowded homes, on the street or in encampments, vehicles, structures not suitable for habitation, couch-surfing, or other locations or at imminent risk of homelessness. In collaboration with other agencies and nonprofit organizations, the Navigator will connect clients with necessary social services and move them from the street or other unsuitable living conditions to interim or permanent housing. Individualized care is provided to each person experiencing or at risk of homelessness and an Individualized Service Plan developed to address barriers, increase income, and maintain and sustain permanent housing. As part of the plan, the Navigator will identify support needed to accomplish the outlined goals and objectives (e.g., scheduling appointments, procuring necessary documents, such as Identification card or birth certificate, applying for public benefits, and identifying subsidized housing).

CONTRACTOR will collect, track, report and measure relevant program outcomes, as specified by the California Department of Social Services (CDSS), including: a) Enter clients into the Homeless Management Information System, b) Submit related program reports in support of COUNTY reports to CDSS, c) Engage in training, technical assistance, and continuous quality improvement, and d) Actively engage with technical assistance providers, including those contracted by CDSS such as Change Well, to support program growth and improvement.

ATTACHMENT B
AGREEMENT BETWEEN COUNTY OF MONO
AND MAMMOTH LAKES HOUSING
FOR THE PROVISION OF HOUSING NAVIGATOR SERVICES

TERM:

FROM: June 1, 2022 To: June 30, 2025

SCHEDULE OF FEES

Total payments to Contractor for services provided to County under the terms of this Agreement for the period from June 1, 2022 to June 30, 2025 shall not exceed \$325,000. However, payments to Contractor shall not exceed \$25,000 in fiscal year 2021-22 and shall not exceed \$100,000 per fiscal year thereafter.

County shall make up to six \$50,000 advance payments to Contractor, which amounts shall be used solely towards County's payment of Contractor's monthly invoices until such time that the funds from each \$50,000 advance payment are exhausted. No more than two \$50,000 advance payments shall be made within any twelve (12) month period. When the funds from the sixth \$50,000 advance payment are exhausted, the County shall make a final advance payment to Contractor in the amount of \$25,000 to be used solely towards payment of Contractor's monthly invoices.

In the event this Agreement is terminated by either party, Contractor shall return to County all unused funds remaining from all of the County's advance payments within 30 days of such termination.

Contractor shall return to County all unused funds remaining from County's advance payments by July 30, 2025.

The following budget is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by COUNTY and CONTRACTOR.

PERSONNEL EXPENSE	PER FISCAL YEAR	COUNTY (80%)	MLH (20%)	TOTAL COST	NOTES
Salaries & Benefits	Oversight/Admin	\$10,150	\$2,538	\$12,688	
Salaries & Benefits	Housing Navigator 100% FTE	\$74,430	\$18,608	\$93,038	County will pay for bi-lingual testing services outside of this Agreement
Total Personnel Expense		\$84,580	\$21,146	\$105,726	
OPERATING EXPENSE	PER FISCAL YEAR				
Services & Supplies					
	Cell phone monthly costs	\$1,440	\$0	\$1,440	
Travel expenses					

	Mileage	\$2,262	\$0	\$2,262	
	Per Diem	\$600	\$0	\$600	
Training	Hotel	\$960	\$240	\$1,200	
One time start-up Costs	Computer	\$800	\$200	\$1,000	
	Cell phone	\$900	\$0	\$900	
In-Direct 10% of personnel		\$8,458	\$2,009	\$10,467	
Total Operating Expense		\$15,420	\$2,449	\$17,869	
TOTAL EXPENSES	PER FISCAL YEAR	\$100,000	\$23,595	\$123,595	



*Mammoth Lakes Housing, Inc.
supports workforce housing
for a viable economy and
sustainable community.*

STAFF REPORT

Subject: Receive an update from the MLH-Town Contract Negotiations Committee and consider the draft deliverables

Presented by: Patricia Robertson, Executive Director

BACKGROUND

The Board nominated Tony Perkins, Tom Hodges, and Heidi Steenstra to serve on the Town Contract Negotiations Committee.

The Town Council reviewed Town staff's proposed deliverables at their May 18th meeting.

MLH Executive Director made public comment, which you can see here: <https://bit.ly/36UJhe8>

The MLH committee met with Town staff on June 2nd.

ANALYSIS

Please see the proposed Town staff deliverables, Attachment 1.

Key points, questions:

1. Town staff is proposing a one-year contract. This is a huge time commitment.
2. Adding deed restricted units including Project Homekey and Access Apartments. Development was not previously included.
3. Waiting List Management - We cannot require any developments to use our waiting list. We cannot add maintenance of waiting list for The Parcel without additional compensation.
4. Adding Bridge Units to MLH stewardship portfolio is additional work in the long-term. Since the pilot has been successful, we should consider adding compensation for this line item.

5. Real Estate Services have historically only been provided to preserve deed restricted units, and to represent clients in purchase transactions. In these transactions we typically receive 3% commission from the seller. We have not served as the Town's broker in real estate transactions (except under the Bridge pilot program, where the Town has agreed to pay us 1.25% to sell their units). If we add this in the long-term, we should consider additional compensation and/or exclusive rights language.
6. There are a number of services missing from the proposed contract that we have provided in the past:
 - a. Annual monitor FTHB portfolio
 - b. Kitzbuhl Regulatory Agreement Compliance
 - c. Annual Apartment Vacancy Report
 - d. Participate in General Plan Housing Element
 - e. Serve as a resource to the Town (Community Indicators Report, serve on Housing Mitigation Fee working group, etc.)
 - f. Coordinate with the Town on GIS database
 - g. Participate on the Continuum of Care (regional homelessness coordination entity)
 - h. Attend Town meetings
7. What is a good way to measure when the Town is asking for too much? Because the work can ebb and flow and is hard to predict (grants, # of FTHB clients, etc.) is a solution to say enough when hours get to a certain point?

NEXT STEPS

The Town Council may approve the proposed contract at the June 15th meeting.

RECOMMENDATION

The Board should receive the update from the committee and provide feedback as appropriate.

ATTACHMENTS

1. Draft proposed deliverables provided by Town staff

EXHIBIT "A"

DELIVERABLES

MAMMOTH LAKES HOUSING

Mammoth Lakes Housing (MLH) implements a number of programs designed to increase the amount of affordable housing and to preserve existing affordable housing in the Town of Mammoth Lakes. MLH works to support and facilitate community housing at all income levels, with the priority being low- to moderate-income levels (50% - 80% AMI levels).

DELIVERABLES

1. Continue to provide overall management and support for Mammoth Lakes Housing services and provide housing services and information to community members.
 - a. Maintain office hours
 - b. Maintain an updated website
 - Provide information on housing related resources and/or services (consider training 'housing ambassadors' or 'ombudsmen' to increase capacity)
2. Provide at least two homebuyer education classes or other training opportunities annually.
3. Creation and preservation of deed restricted units
 - a. Partner with the Town to leverage the Revolving Loan Fund (RLF) to preserve deed restricted units
 - b. Use the Town Bridge program to add new deed restricted units
 - c. Identify funding sources and develop new programs to add affordable deed restricted units (e.g., HomeKey, Access apartments project).
4. Develop and maintain a wait list for both renters and owners, proactively match households with appropriate housing units (affordability level, family size, rental, ownership etc.), and actively market the program to encourage eligible households to get on the waitlist.
5. Seek out and apply for grants to bring more money to produce new housing units in Mammoth Lakes
 - a. Traditional funding sources like CDBG, HOME
 - b. Non-traditional sources (e.g., Community Reinvestment Act (CRA)),
 - c. Actively manage, report, track and promote grant funding
6. Provide Real Estate Services
 - a. Buy and sell units for Town affordable housing programs including the Bridge Program and RLF
7. Provide formal updates (a minimum of two per year) to the Town Council on MLH activities with one to outline the coming year's work program.
8. Provide ongoing informal updates as appropriate to Town Council and Town Staff.
9. Submit all documents and invoices (activity delivery, setup/completion, state funds request, deed of trust, promissory note, etc.) on a timely basis.



*Mammoth Lakes Housing, Inc.
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for a viable economy and
sustainable community.*

STAFF REPORT

Subject: The Board will receive a presentation regarding the 20th Anniversary Rebranding process, possible new name options, and next steps. The Board will have an opportunity to workshop name options and give staff direction.

Presented by: Patricia Robertson, Executive Director

BACKGROUND

The Board of Directors directed the Marketing Committee in February 2021 to move forward with an RFP process to select a firm to assist with rebranding/marketing strategy in anticipation of MLH's 20th anniversary in July 2022. At the June 7th Board meeting, the Board approved moving forward with Jessica Kennedy and Keri Davis for services. The Board approved the Marketing Plan in May 2022.

NEXT STEPS

1. Re-naming Process
 - a. Staff sent the Board (past and present) and staff a brief survey regarding name and imagery preferences
 - b. A long-list of potential names will be reviewed with the design team and the Marketing Committee to create a short-list
 - c. A short-list was shared with regional stakeholders
 - d. Results from the stakeholder feedback is being provided to the Board of Directors
2. Begin Graphic Design for new logo utilizing feedback from the Market Research and the re-naming process
3. Dive into new website development
4. Complete Rebranding/Marketing process by 20th Anniversary – Goal Summer/Fall 2022.

ATTACHMENTS

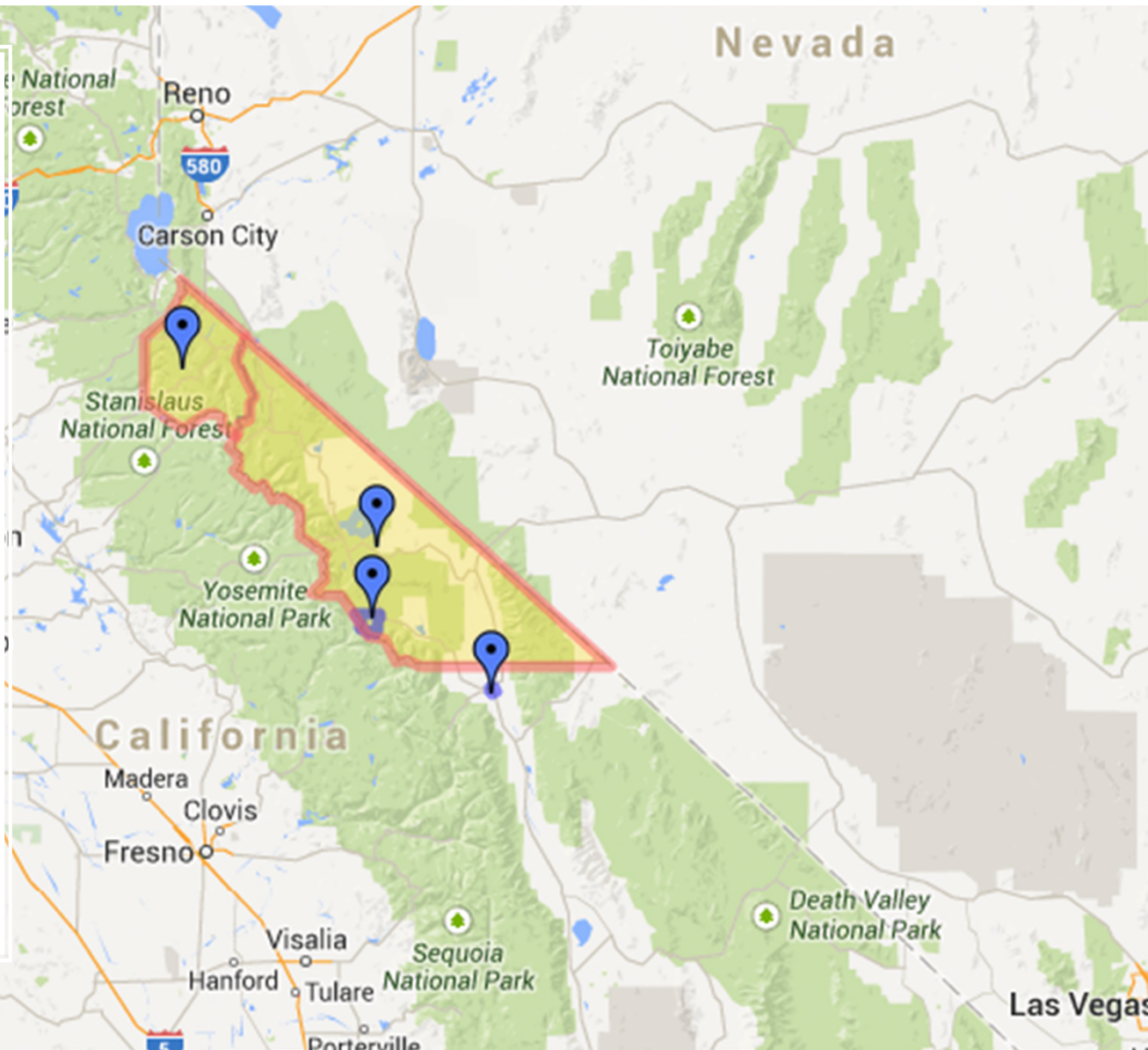
1. Staff presentation on re-naming process

20th Anniversary Renaming Workshop

June 6, 2022

Our Service Area

- Mammoth Lakes Housing, Inc. has been serving the Inyo, Mono, and Alpine tri-county region for a long time
 - Housing Element preparation
 - Regional Needs Assessment coordination
- This was memorialized in the organization's Bylaws in 2013



Housing is a Regional Issue



Our Staff and Board of Directors recognize that the housing issue impacts our regional communities.



It is not productive to work in isolated silos when developing housing solutions.



It can be difficult to approach and build meaningful relationships with regional partners with a name that reflects only one jurisdiction.



The MLH Board of Directors is committed to a rebranding process to be more inclusive of our regional partners, which will make us more effective in regional housing solutions.

Background



The Board of Directors directed the Marketing Committee to move forward with an RFP process to select a firm to assist with rebranding/marketing strategy in anticipation of MLH's 20th anniversary (July 2022).

The Board approved the Marketing Plan.

June 2021

February 2021

2 May 2022

The Board approved moving forward with Jessica Kennedy and Keri Davis for services.

Our Goals

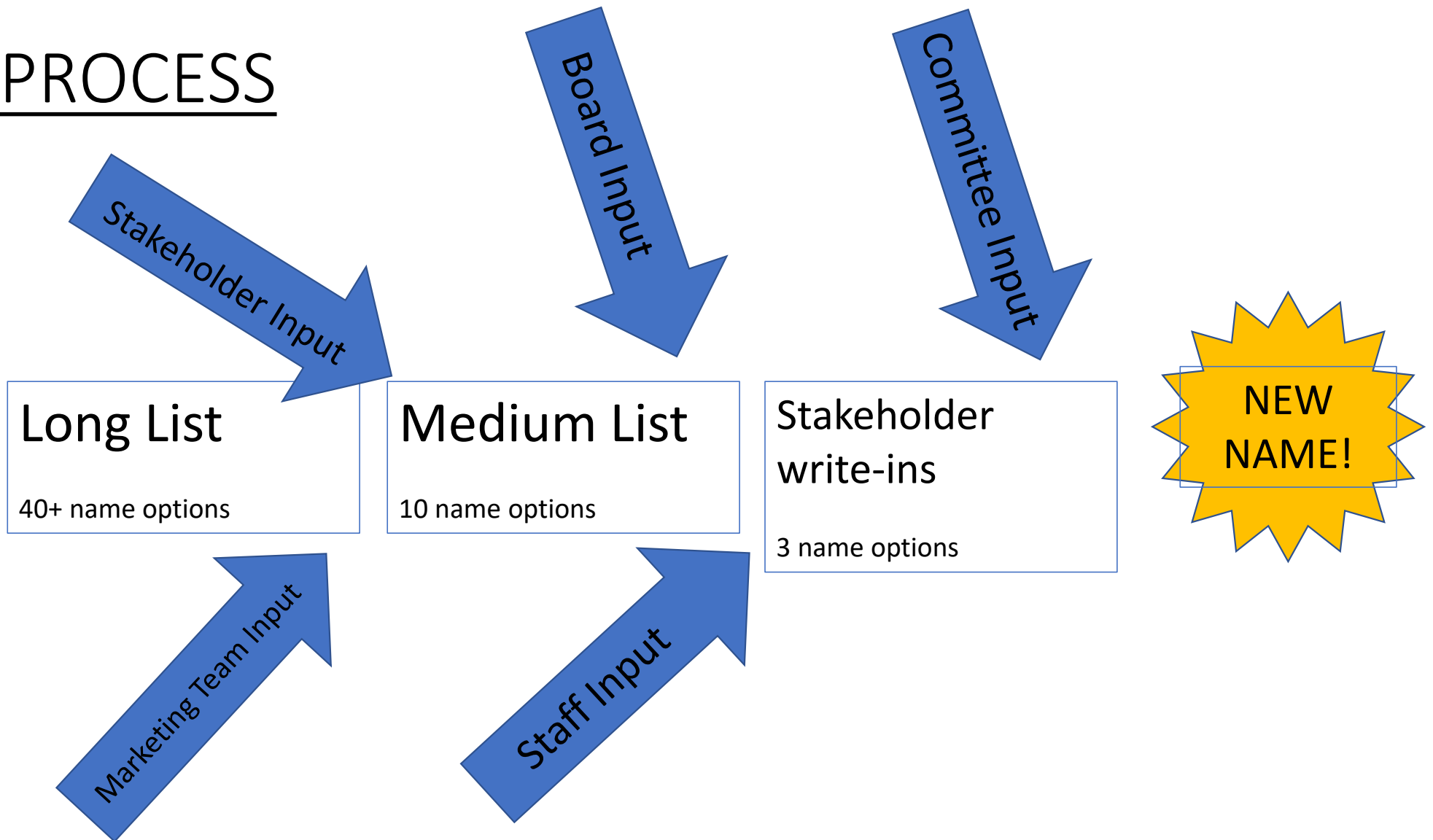


TO CLEARLY EXPAND AND
CORRECTLY IDENTIFY OUR SERVICE
AREA TO THE PUBLIC



TO BE GEOGRAPHICALLY SPECIFIC, BUT
NOT TOO SPECIFIC

PROCESS



Board & Staff Feedback





Stakeholder Feedback

The goal is to be informed regarding stakeholder interpretation of a new name.

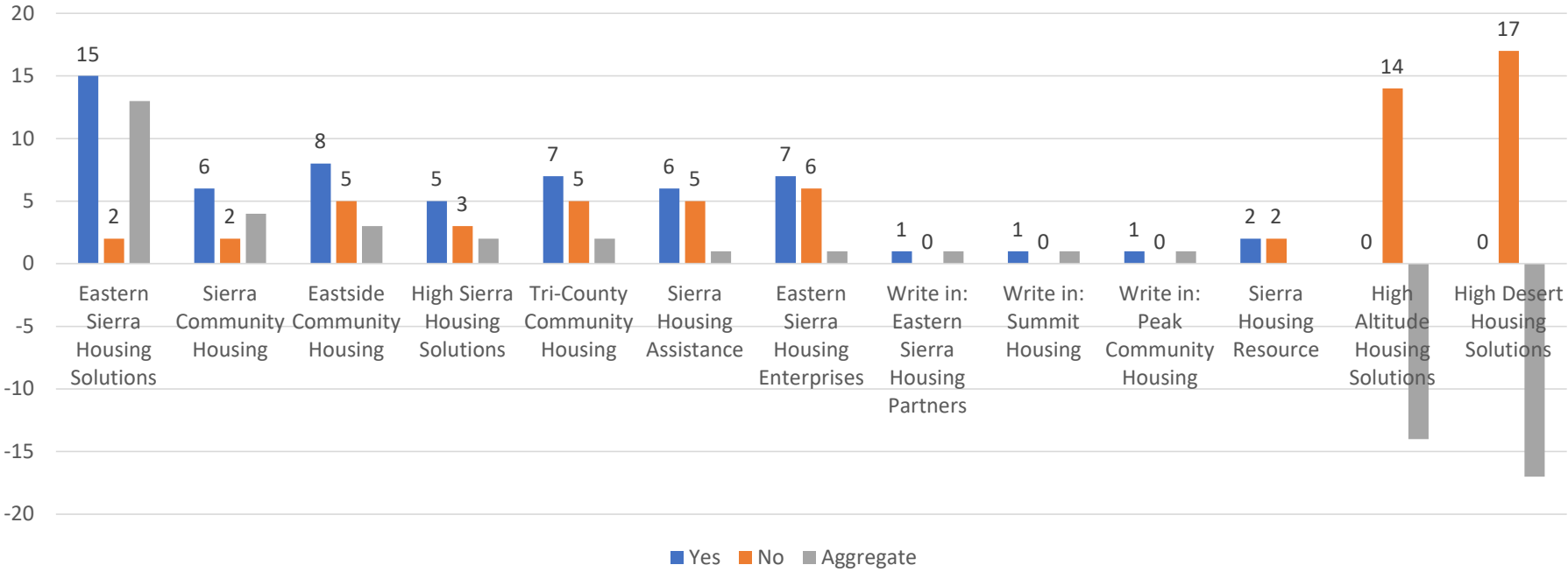
Regional Continuum of Care stakeholder group

Inyo County staff

City of Bishop staff

Alpine County staff

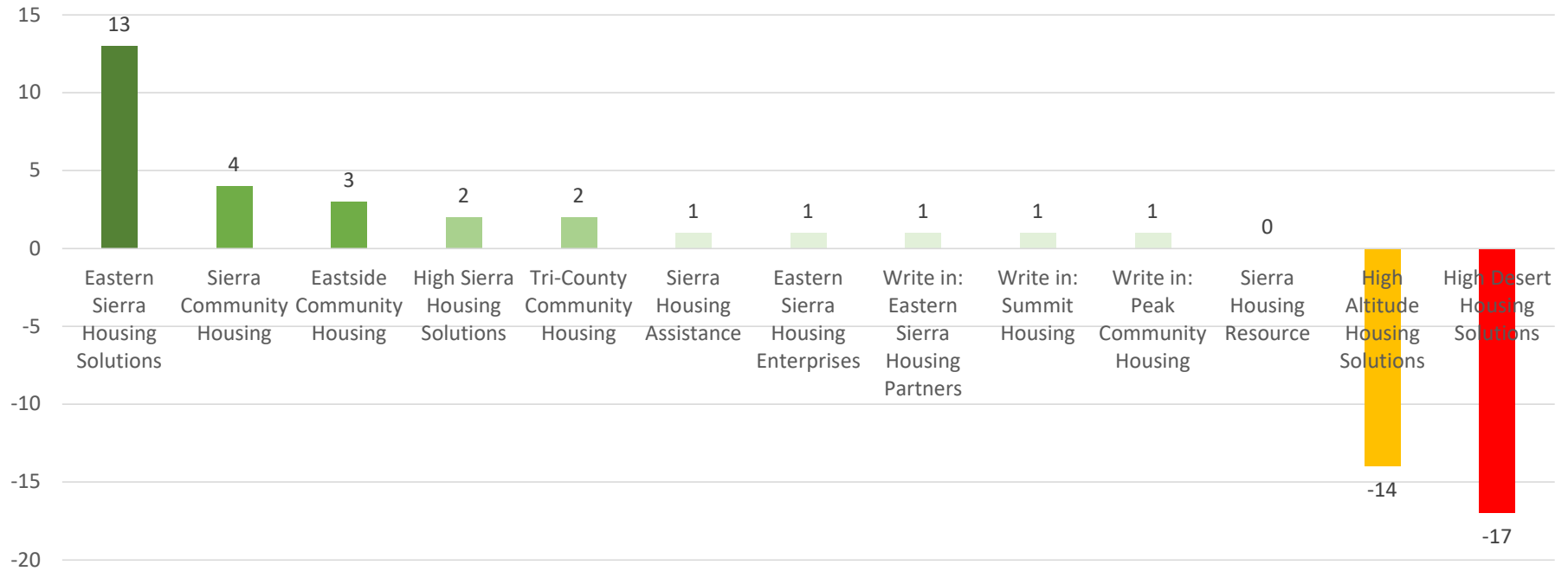
Total Stakeholder Votes = 20



Top Votes



Aggregate Yes-No ONLY



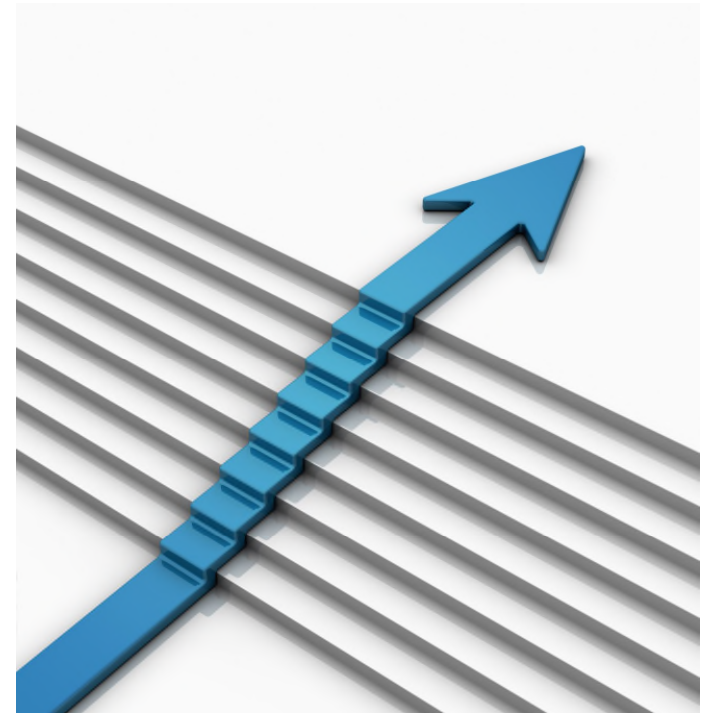


Stakeholder Comments

- *Exciting! Thanks for your hard work!*
- *High Desert reminds me of High Desert HVAC. Also, Sierra could reference lots of other counties. Eastern Sierra or Eastside seems like us.*
- *Eastern Sierra Housing Partners (ESAHP)*
- *Summit Housing, Peak Community Housing*
- *The only one that I think may cause geographic confusion is High Desert Housing - down South the High Desert is used for the Victorville/Adelanto/Barstow area. Otherwise, I don't have a big spread between the favorites and least favorite, all seem appropriate and workable!*
- *I like the "solutions" but fear that it might set up unrealistic expectations that you are/have the solution. I love this and thank you so much for all you do!!!*

Next Steps

- The Board will select a new name and direct staff to proceed with legal counsel on process
- The Board will adopt the new name via Resolution at a forthcoming meeting
- The Graphic Designer will begin drafting new logo options
- New logo options will be reviewed by the Marketing Committee
- A short-list of logo designs will be presented to the Board for final selection
- Website re-design
- Launch new brand TBD



Discussion

TOP 8
STAKEHOLDER
VOTES





QUESTIONS?



*Mammoth Lakes Housing, Inc.
supports workforce housing
for a viable economy and
sustainable community.*

STAFF REPORT

Subject: Review and possibly approve the Mammoth Lakes Housing Draft
2022/2023 Fiscal Year Budget

Presented by: Patricia Robertson, Executive Director

BACKGROUND

The Board reviewed the draft budget at their May 2, 2022 meeting.

The draft provided today incorporates comments made by the Board.

CHANGES

1. Mono County and Alpine County revenue was moved from Grant Admin to their own line items. (no net impact on budget)
2. Fine tuning:
 - a. Utilities = 10,432 → 9,000
 - b. Insurance = 11,146 → 11,500
3. Consulting increased from \$10,000 → \$30,000 to include expenses identified in the previous budget that has not been spent yet for website overhaul

Deficit estimated in May
-54,388

Deficit estimated in June
-73,310

=18,922 increase deficit

RECOMMENDATION

The Board should adopt the proposed FY 22/23 budget.

ATTACHMENTS

1. Draft proposed budget f

MAMMOTH LAKES HOUSING, INC.
FISCAL YEAR 22/23 OPERATING BUDGET

	FY 22/23 Budget	FY 21/22 Forecast Actual	FY 21/22 Budget	Variances 22/23 Budget vs. 21/22 Budget		Comments Strategic Plan Alignment	Board Strategic Priorities 2021
				\$	%		
REVENUE							
Town Contract Services	336,000	336,000	346,500	(10,500)	-3%	C-3: Serve and support existing collaborative efforts for housing	F-2.2: Coordinate with Town of Mammoth Lakes Housing Coordinator
Mono County Housing Navigator Services	100,000					A-1.3: Collaborate with regional partners to reach MLH goals; C-1: Strengthen relationships with partners in order to work together to create housing units	
Alpine County Housing Navigator Services	100,000					A-1.3: Collaborate with regional partners to reach MLH goals; C-1: Strengthen relationships with partners in order to work together to create housing units	
Contract Income - Other	14,700	12,127	15,900	(1,200)	-8%	A-1.3: Collaborate with regional partners to reach MLH goals; C-1: Strengthen relationships with partners in order to work together to create housing units	E-2.2.1: Partner with Mono County to create Latino Coalition position
Property Management Fees	27,591	27,591	27,591	-	0%	B-1.3: Provide property management services for existing MLH rental units	
Fundraising	1,000	15,000	1,000	-	0%	D-1: Raise \$20,000 in 5 years in private donations	
Application Revenue	550	475	550	-	0%	B-1: Serve over 1,000 people through MLH programs and services	
Misc. Revenue	-	34,594	-	-	0%	B-1.2.1: Provide stewardship services for 38 ownership deed restrictions	
Grant Administration / Activity Fees	-	127,568	49,500	(49,500)	-100%	B-1: Serve over 1,000 people through MLH programs and services	
Total Revenue	\$ 579,841	\$ 553,355	\$ 441,041	\$ 138,800	31%		

MAMMOTH LAKES HOUSING, INC.
FISCAL YEAR 22/23 OPERATING BUDGET

	FY 22/23 Budget	FY 21/22 Forecast Actual	FY 21/22 Budget	Variances 22/23 Budget vs. 21/22 Budget		Comments Strategic Plan Alignment	Board Strategic Priorities 2021
				\$	%		
OPERATING EXPENSES							
Marketing	4,500	4,477	4,500	-	0%	E-1: Build awareness and support for MLH through a strong marketing program	E-1.1: Create marketing plan
Board Development	5,000	1,500	5,000	-	0%	F-1: Strengthen Board	F-1.3.1: Select strategic topics for the Board to discuss
Dues & Subscriptions	4,400	5,126	4,400	-	0%		
Licenses and Permits	600	300	600	-	0%		
Meeting Expense	1,800	1,000	1,800	-	0%	E-2: Engage with community to bring diverse perspectives into the regional housing conversation	
Office Supplies	10,200	9,988	10,200	-	0%		
Software	-	-	-	-	0%	F-3.2: Research and implement database for deed restrictions and home buyer loans	B-1.2.1: Provide stewardship of existing deed restrictions
Postage and Delivery	-	-	-	-	0%		
Printing and Reproduction	1,000	981	1,000	-	0%		
Repairs & Maintenance	1,000	806	500	500	100%		
Utilities	9,000	6,879	7,552	1,448	19%		
Deed restriction subsidy	28,000	21,292	28,000	-	0%	B-1.2.1: Provide stewardship services for 38 ownership deed restrictions	B-1.2.1: Provide stewardship services for 38 ownership deed restrictions
SUBTOTAL	65,500	52,349	63,552	1,948	3%		
INSURANCE							
GL Office	2,000		1,858	142.00	8%		
D&O	1,250		1,148	102.00	9%		
Professional	8,250		8,140	110.00	1%		
SUBTOTAL	11,500	10,398	11,146	354.00	3%		
OFFICE SPACE EXPENSES							
Property Tax	545	386	545	-	0%		
HOA Fees	5,446	5,067	4,538	908.00	20%		
Loan Interest #4	3,845	3,946	3,980	(135.00)	-3%		
SUBTOTAL	9,836	9,399	9,063	773.00	9%		

MAMMOTH LAKES HOUSING, INC.
FISCAL YEAR 22/23 OPERATING BUDGET

	FY 22/23 Budget	FY 21/22 Forecast Actual	FY 21/22 Budget	Variances 22/23 Budget vs. 21/22 Budget		Comments Strategic Plan Alignment	Board Strategic Priorities 2021
				\$	%		
PAYROLL EXPENSES							
Salaries & Wages	353,514		259,714	93,800	36%	VISION: Communities in the Eastern Sierra thrive because everyone has access to safe, affordable, quality housing. MISSION: Mammoth Lakes Housing supports community housing for a viable economy and a sustainable community.	F-2.3: Fill grant-funded intern position
Payroll Taxes	28,578		22,049	6,529	30%		
Health Insurance	90,000		44,746	45,254	101%		
Payroll Admin	1,500		1,500	-	0%		
SUBTOTAL	473,592	300,644	328,009	145,583	44%		
PROFESSIONAL FEES							
Design & Copy Editing Services	5,000		-			E-2.2: Serve Latinx Community	
Website Maintenance & Tech Support	2,000		2,000				
Interpreter Services	600						
Accounting and Audit	16,000		16,000	-	0%		
Legal Fees	14,000		14,000	-	0%	E-1.1: Create Marketing Plan; D-1.1: Create annual fund development plan	E-1.1: Create Marketing Plan; D-1.1: Create annual fund development plan
Consulting	30,000		42,000	(12,000)	-29%		
SUBTOTAL	67,600	69,669	74,600	-	-		
TRAVEL AND TRAINING							
Airfare	-	-	-	-	0%	F-2: Grow staff capacity	
Registration Fees	2,900	-	1,600	1,300	81%		
Hotel	6,100	-	3,050	3,050	100%		
Per diem	3,250	-	2,150	1,100	51%		
Mileage	6,252	-	3,750	2,502	67%		
SUBTOTAL	18,502	3,000	10,550	7,952	75%		
Total Operating Expenses	\$ 646,530	\$ 445,459	\$ 496,920	\$ 149,610	30%		
Other Revenue and Expenses							
Office Depreciation	6,621	6,621	6,621	-	0%		
Total Net Income/Change in Net Assets	\$ (73,310)	\$ 101,275	\$ (62,500)	\$ (10,810)	17%		



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STAFF REPORT

Subject: MLH Programs Update

Presented by: Patricia Robertson, Executive Director

Rental Unit Turnover

-

Deed Restriction Retention

- One 3-bedroom at Meridian Court is pending MLH buy-back (has a tenant)

	Active Ownership Wait List			
Income Level	80% AMI	120% AMI	150% AMI	TOTAL Households
# of Households	3	5	1	9

Land Trust Expansion – Town of Mammoth Lakes Bridge Program

1. Meridian Court G-101
 - a. Town-owned
 - b. 3-bedroom, 2-bath
 - c. Minor repairs coordinated
 - d. Sold to eligible buyer on 5/31**
2. SJV C-5 unit
 - a. Closed escrow to MLH 11/8
 - b. Needed repairs
 - i. Sell furniture - complete
 - ii. Paint – complete
 - iii. Carpet – complete
 - iv. Windows – complete

*Thank you so much for everything.
We are so grateful for this
program. Had it not been for this
program we would not have been
able to become homeowners in this
town. I have been with the county
for 10 years and now being a
homeowner because of this
program in this town, I feel as
though I can actually retire from
the job that I love and continue to
serve my community. Thank you
again.*

- v. Minor repairs – complete
- c. **Sold to eligible buyer on 4/14**

- 3. La Vista Blanc #65
 - a. 2-bedroom, 1-bath
 - b. Closed to MLH 2/2
 - c. Minor repairs – sliding glass door – pending

- 4. Meridian Court F-203
 - a. Town-owned
 - b. 1-bedroom, 1-bath
 - c. Showed to multiple clients, may have one client now

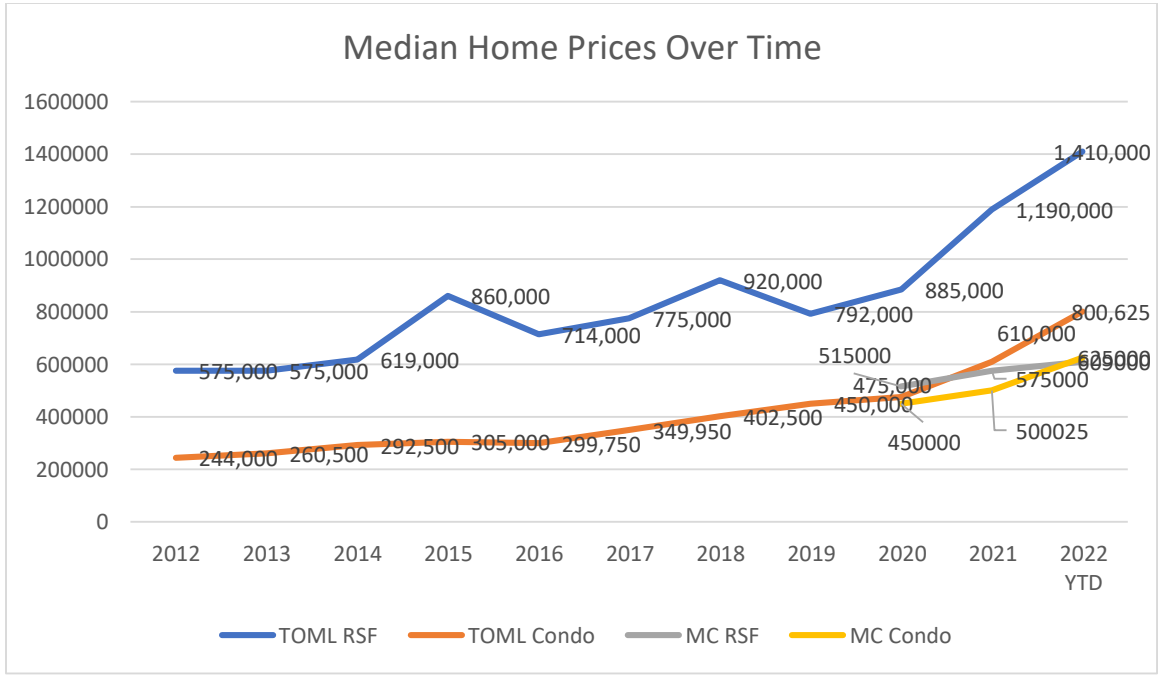
Mortgage Assistance Programs

Jurisdiction	Funding Source	AMI	~ Funds Available	Notes
Town	CDBG	80%		<i>Will submit in next round</i>
Mono County	CDBG	80%		<i>Still pending</i>
Town	BEGIN Reuse	120%	\$0	Available at specific complexes.
Town	Local	120%		<i>Pending funding</i>
Mono County	HOME	80%	\$455,800	Expires February 2, 2023
Mono County + Town	CalHome	80%		Set-up in process

Active Grant Outreach & Marketing

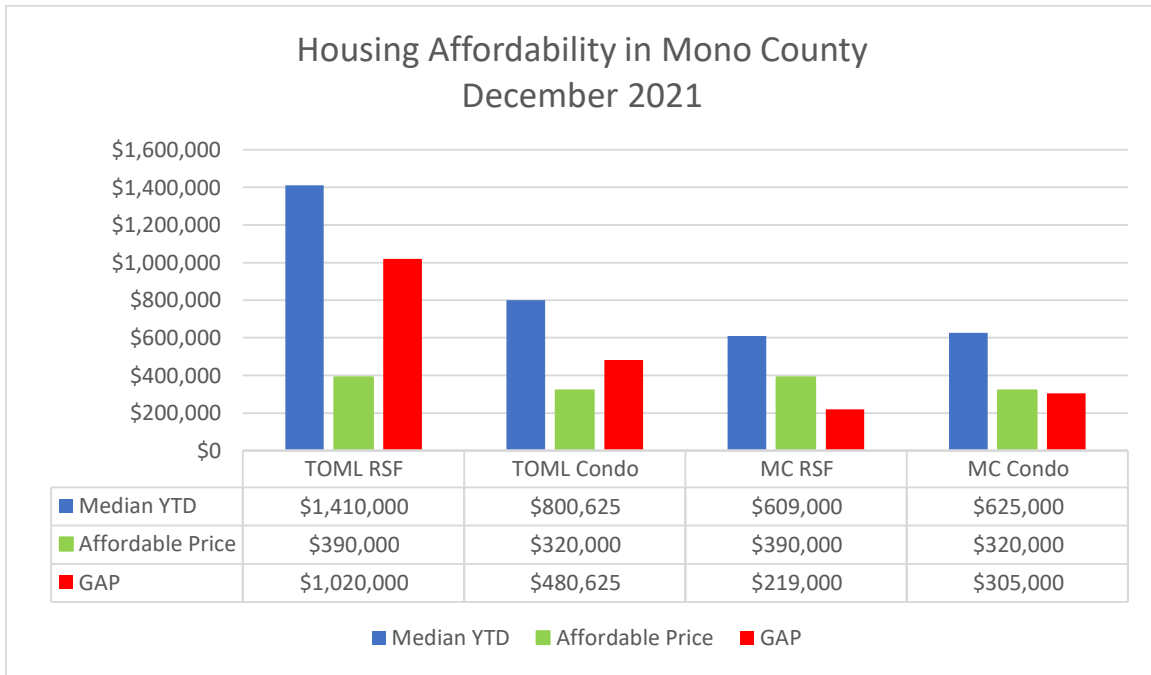
- Regular office hours, meetings with prospective clients, etc.
- Marketing units on the MLS

MEDIAN HOME PRICES



*MC RSF numbers do not include manufactured homes. If included, it drops the median price YTD to \$505,000.

% INCREASE OVER 2020			
MC Condo up	25%	Town Condo up	31%
MC RSF up	6%	Town RSF up	18%



*Assumptions: 5.5% interest, \$400 personal debt, \$500 HOA, 10% down (with PMI);
120% AMI household of 4

Other Grants

1. Access Apartments
 - a. HOME - \$4.4M
 - b. CDBG - \$3M
 - c. Whole Person Care

2. Project Homekey
 - a. \$4.56M
 - b. AWARDED
 - c. Standard Agreement received

3. CDBG –
 - a. Town/MLH considering:
 - i. mortgage assistance
 - ii. rental assistance
 - b. Mono County/MLH applied for mortgage assistance – **PENDING**

4. CalHome – Submitted November 2021
 - a. **OVER-SUBSCRIBED BY \$67M**
 - b. Applied for Mortgage Assistance and Rehab (including ADU Loans)
 - c. **Mono County, \$981,000; AWARDED**

- d. Inyo County, \$981,000; seemed more competitive because of Opportunity Zones, **PENDING – HCD ISSUE**

Work Items Completed

- Paired a homeless client with Mono County trailer from IMACA/Mono County
- Celebratory Sandwich event to celebrate \$12M in grants secured by MLH
- Marketing/Recruitment and 3 candidate interviews for 2 Housing Navigator positions
- Board of Directors recruitment for open position – closed May 31 (interviews to follow)

Work Items Currently Ongoing

- MLH-Town Contract Negotiations
- **Project Homekey**
- **Fundraising for 238 SMR: \$67,712**
 - Coffee sleeve co-lab with Stellar Brew and MLT
- 20th Anniversary Rebranding/Marketing – Phase 2 public outreach
 - Naming exercise, jump into graphic design
- Mono County Davison project coordination
- Mono County Social Services TA on service coordination
- Real Estate Acquisitions (various states of completion):
 - Valley Apartments
 - Escrow is open
 - Now move to negotiations with HCD on loan terms
 - Birch Creek Condo
 - Escrow to close 2nd week in June
 - Operating Reserve \$30,000 from CESH funds – pending
 - Replacement Reserve for rehab \$30,000 – pending
 - Glass Mountain
 - Pending LOI with IMACA
 - Silver Peaks
 - Pending ownership transfer process with HCD
- Continuum of Care transitions with IMACA
- Coordinate with HUD to get MLH approved for homeownership programs
- Board Recruitment in preparation for CHDO renewal in September
- Hiring 2 full-time positions – Housing Navigators – onboarding new staff
- Home Keeper Database data entry

Upcoming Work Program Items

- Coordinate set-up of remote legal aid workstation at MLH office, with CA Indian Legal Services
- Broker’s License = 9 courses, 45 hours each
 - 4 courses completed

Upcoming Agenda Items

- Possible special meeting in June to approve MLH-Town Contract
- MOU with Alpine County for funding of Housing Navigator position
- 2021 Annual Report
- Home Keeper Deed Restriction Database Software presentation



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Subject: The Board will reschedule the regular monthly Board meeting in
July – *action item*

Staff requests that the Board consider cancelling the regularly scheduled July Board meeting, which falls on the July 4th holiday.



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STAFF REPORT

Subject: Consider adopting Resolution 22-12, which revised Resolution 21-05 adopted by the Board of Directors October 4, 2021 in response to the State's CalHome Program Notice of Funding Availability, in order to accept nearly \$1M in funds for Mortgage Assistance and rehabilitation loans in Mono County.

Presented by: Patricia Robertson, Executive Director
Diane Doonan, Grant & Financial Associate

BACKGROUND

The Board approved an application to serve Mono County with Mortgage Assistance and Rehabilitation Loans (including ADU construction) through the CalHome Program on October 4, 2021.

On September 21, 2021, the State Department of Housing and Community Development (HCD) announced a CalHome Program Notice of Funding Availability (NOFA). There is approximately \$57 million available which is provided by the Affordable Housing Bond Act Trust Fund of 2018. Mammoth Lakes Housing (MLH) is eligible to apply as a non-profit to serve households in our service area covering Inyo, Mono, and Alpine counties. Jurisdictions in the Eastern Sierra are also eligible to apply.

15% of funds are set-aside for rural communities.

MLH staff submitted an application in November 2021.

We were notified of award on April 18, 2022.

NEXT STEPS

MLH staff are working with HCD to set up the grant award and access the funds for these programs.

One of the items requested from HCD is a revised resolution to include the following:

1. Please include the Name and Title of the authorized signatory.
2. Please include all votes
3. Please clarify name and title of authorized representative. The authorized representative and person attesting cannot be one and the same person.

RECOMMENDATION

The Board should approve Resolution 22-12 in order to accept the CalHome grant funds.

ATTACHMENTS

1. Resolution 22-12

RESOLUTION NO. 22-12

A RESOLUTION OF THE BOARD OF DIRECTORS OF MAMMOTH LAKES HOUSING, INC. AUTHORIZING THE SUBMISSION OF THE 2021 CALHOME PROGRAM APPLICATION TO THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE CALHOME PROGRAM.

WHEREAS:

- A. Mammoth Lakes Housing, Inc. wishes to apply for and receive an allocation of funds through the CalHome Program; and
- B. The California Department of Housing and Community Development (hereinafter referred to as “HCD”) has issued a Notice of Funding Availability (“NOFA”) on September 21, 2021 for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the “statute”). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in November 2019; and
- C. The nonprofit Community Housing Development Organization, Mammoth Lakes Housing, Inc. wishes to submit an application to obtain from HCD an allocation of CalHome funds not to exceed an amount of \$981,000 to serve Mono County with Owner-Occupied Rehab loans and Mortgage Assistance programs.

IT IS NOW THEREFORE RESOLVED THAT:

- 1. The Executive Director shall submit to HCD an application to participate in the CalHome Program in response to the NOFA issued on September 21, 2021 which will request a funding allocation for the following activities, located in Mono County, CA:
 - a. Mortgage Assistance, up to \$441,000 and
 - b. Owner-Occupied Rehab Loans, up to \$540,000
- 2. If the application for funding is approved, the hereby agrees to use the CalHome funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program regulations cited above. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable

through the Standard Agreement. The Board of Directors acknowledges and agrees that it may be required to execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.

3. The Board of Directors designates Patricia Robertson, the Executive Director as the Authorized Representative and Authorized Signatory and directs her to execute in the name of Mammoth Lakes Housing, Inc. the application, the Standard Agreement, and any subsequent amendments or modifications thereto, as well as any other documents required by HCD for participation in the CalHome Program, and any amendments thereto.

PASSED AND ADOPTED THIS 6th day of June 2022, by the following vote:

AYES: _____ NAYS: _____ ABSTAIN: _____ ABSENT: _____

The undersigned President of Mammoth Lakes Housing, Inc. there before named does hereby attest and certify that the foregoing is a true and full copy of a resolution of the Governing Board adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

Kirk Stapp, President



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STAFF REPORT

Subject: Committee Updates from various standing and ad-hoc committees
– *information item*

Presented by: Committees

Governance Committee, Standing

Kirk, President

Jennifer, Vice-President

Agnes

Diversity, Equity, & Inclusion, Standing

Programs & Housing Development, ad-hoc

Tom

Jennifer

Brian

Marketing & Communications, ad-hoc

Tony

Agnes

Lindsay

Fundraising Committee, ad-hoc

Heidi

Jennifer

Brian

Lindsay

Workforce Housing Committee, Chamber

Tom

Board Nominations Committee, ad-hoc

Heidi

Tom



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Subject:

Board Member Reports

This is the time set aside during the meeting for reports from individual members of the Board of Directors

CLOSED SESSION

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