



EASTERN SIERRA COMMUNITY HOUSING

Eastern Sierra Community Housing Board Agenda

Monday, May 5, 2025, 6:00 p.m.

437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members of the Board

President Tom Hodges, Vice President Lindsay Barksdale, Treasurer Sarah Nuttall,
Board Member Kirk Stapp, Board Member Jennifer Kreitz, Board Member Heidi Steenstra,
Board Member Brian D'Andrea, Board Member Amanda Rice

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

NOTE: Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public inspection in the Town Offices located at 437 Old Mammoth Road, Suite 230 during normal business hours. Such documents are also available on the Town of Mammoth Lakes website at www.townofmammothlakes.ca.gov subject to staff's ability to post the documents before the meeting.

NOTE: You may attend this meeting in person, or watch it 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. Public comments may be submitted to the Executive Director at patricia@eschousing.org or clerk@townofmammothlakes.ca.gov or they may be made via Zoom or in person in Suite Z.

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

1. Call to Order

Regular meeting of the public benefit corporation, 501(c)3, Eastern Sierra Community Housing, Inc. whose mission is to support affordable housing for a viable economy and sustainable community.

**Board Member Brian D'Andrea will attend this meeting remotely from the following address:
13712 Roseburn Ave, Hawthorne, CA 90250.**

2. Public Comments

This is the established time for any member of the public wishing to address the Eastern Sierra Community Housing 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 President for the opportunity to be heard when the item comes up for consideration. Public comments may be submitted to the Executive Director at patricia@eschousing.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.

3. Consent Agenda

3.1 Approval of the Minutes from the April 7, 2025 Regular Board Meeting

4. Policy Matters

4.1 The Board will receive a workshop on the conceptual and financing phase of the Silver Peaks affordable housing project in Bishop, CA, accept public comment, and provide staff feedback

4.2 The Board will consider approval of a letter to the State Department of Housing & Community Development regarding the Pro-Housing designation application submitted by the City of Bishop

4.3 The Board will consider approval of the amended contract for Housing Navigation Services with Mono County

4.4 The Board will consider approval of a Memorandum of Understanding between ESCH and CA Indian Legal Services for the provision of tenant legal aid services

4.5 The Board will receive an update on other programs

5. Committee Reports

6. Board Member Reports

7. Adjourn



EASTERN SIERRA
**COMMUNITY
HOUSING**

**Eastern Sierra Community Housing Board
Regular Meeting Minutes**

**April 7, 2025, 6:00 p.m.
437 Old Mammoth Road, Suite Z, Mammoth Lakes**

Members Present: President Tom Hodges, Treasurer Sarah Nuttall, Board Member Kirk Stapp, Board Member Jennifer Kreitz, Board Member Brian D'Andrea, Board Member Amanda Rice

Members Absent: Vice President Lindsay Barksdale, Board Member Heidi Steenstra

1. Call to Order

President Tom Hodges called the meeting to order at 6:04 p.m. in the Council Chamber at 437 Old Mammoth Road, Suite Z, Mammoth Lakes. Board Member Brian D'Andrea attended the meeting remotely from the following address: 13712 Roseburn Ave, Hawthorne, CA 90250.

2. Public Comments

There were no comments given at this time.

3. Consent Agenda

Moved by Board Member Amanda Rice
Seconded by Board Member Kirk Stapp

Approve the Consent Agenda.

For (5): Treasurer Sarah Nuttall, Board Member Kirk Stapp, Board Member Jennifer Kreitz, Board Member Brian D'Andrea, and Board Member Amanda Rice

Abstain (1): President Tom Hodges

Absent (2): Vice President Lindsay Barksdale, and Board Member Heidi Steenstra

Carried (5 to 0)

3.1 Approval of the Minutes from the March 3, 2025 Regular Board Meeting

4. Policy Matters

4.1 The Board will receive an introductory presentation from Chris Fisher Director of Client Finance for Non-Profits at Charter Impact regarding contracted accounting services for ESCH

Executive Director Patricia Robertson outlined the information in the staff report and introduced Charter Impact Director of Client Finance for Non-Profits Chris Fisher.

Mr. Fisher spoke about his background and provided additional information about Charter Impact and the services they had provided for ESCH to date.

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

4.2 The Board will consider a request from The Pacific Companies regarding a refinanced Operating Deficit Loan for the Aspen Village Apartments

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

Legal Counsel Rafael Yaquián provided additional information about the request from The Pacific Companies to potentially secure an operating deficit loan on the Aspen Village Apartments property.

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

4.3 Consider adoption of Resolution 25-02 to replace Resolution 22-14 and change the corporations name to Eastern Sierra Community for the purposes of the Portfolio Reinvestment Program grant in an amount not to exceed \$5,000,000 for the Valley Apartments preservation project in Bishop, CA

Executive Director Patricia Robertson outlined the information in Resolution 25-02.

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

Moved by Board Member Jennifer Kreitz

Seconded by Board Member Kirk Stapp

Adopt Resolution 25-02 to replace Resolution 22-14 and change the Corporation's name to Eastern Sierra Community Housing for the purposes of the Portfolio Reinvestment Program grant in an amount not to exceed \$5,000,000 for the Valley Apartments preservation project in Bishop, CA.

For (6): President Tom Hodges, Treasurer Sarah Nuttall, Board Member Kirk Stapp, Board Member Jennifer Kreitz, Board Member Brian D'Andrea, and Board Member Amanda Rice

Absent (2): Vice President Lindsay Barksdale, and Board Member Heidi Steenstra

Carried (6 to 0)

4.4 Consider adoption of Resolution 25-03 to replace Resolution 22-15 to make minor amendments requested by the State Department of Housing & Community Development and to allow the Valley Apartments Affordable Housing, LLC to participate in an application for funding through the Portfolio Reinvestment Program in an amount not to exceed \$5,000,000 for the Valley Apartments preservation project in Bishop, CA

Executive Director Patricia Robertson outlined the information in Resolution 25-03.

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

Moved by Board Member Jennifer Kreitz

Seconded by Board Member Amanda Rice

Adopt Resolution 25-03 to replace Resolution 22-15 to make minor amendments requested by the State Department of Housing & Community Development and to allow the Valley Apartments Affordable Housing, LLC to participate in an application for funding through the Portfolio Reinvestment Program in an amount not to exceed \$5,000,000 for the Valley Apartments preservation project in Bishop, CA.

For (6): President Tom Hodges, Treasurer Sarah Nuttall, Board Member Kirk Stapp, Board Member Jennifer Kreitz, Board Member Brian D'Andrea, and Board Member Amanda Rice

Absent (2): Vice President Lindsay Barksdale, and Board Member Heidi Steenstra

Carried (6 to 0)

4.5 Appoint Board members to serve on the Governance Committee formed in Resolution 2019-01

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

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

Moved by Board Member Jennifer Kreitz

Seconded by Board Member Amanda Rice

Appoint President Tom Hodges, Vice President Lindsay Barksdale, and Board Member Jennifer Kreitz to serve on the Governance Committee.

For (6): President Tom Hodges, Treasurer Sarah Nuttall, Board Member Kirk Stapp, Board Member Jennifer Kreitz, Board Member Brian D'Andrea, and Board Member Amanda Rice

Absent (2): Vice President Lindsay Barksdale, and Board Member Heidi Steenstra

Carried (6 to 0)

4.6 Consider approval of Resolution 25-04 establishing the ad-hoc Nominations Committee for Board Member Recruitment

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

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

Moved by Treasurer Sarah Nuttall

Seconded by Board Member Jennifer Kreitz

Adopt Resolution 25-04 establishing the ad-hoc Nominations Committee for Board Member Recruitment.

For (6): President Tom Hodges, Treasurer Sarah Nuttall, Board Member Kirk Stapp, Board Member Jennifer Kreitz, Board Member Brian D'Andrea, and Board Member Amanda Rice

Absent (2): Vice President Lindsay Barksdale, and Board Member Heidi Steenstra

Carried (6 to 0)

4.7 Accept and approve nominations for the ad-hoc Nominations Committee established via Resolution 25-04

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

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

Moved by Board Member Kirk Stapp
Seconded by Treasurer Sarah Nuttall

Appoint President Tom Hodges and Treasurer Sarah Nuttall to the ad-hoc Nominations Committee.

For (4): President Tom Hodges, Treasurer Sarah Nuttall, Board Member Kirk Stapp, and Board Member Brian D'Andrea

Abstain (2): Board Member Jennifer Kreitz, and Board Member Amanda Rice

Absent (2): Vice President Lindsay Barksdale, and Board Member Heidi Steenstra

Carried (4 to 0)

4.8 The Board will receive an update on current construction projects

Executive Director Patricia Robertson outlined the information in the Current Housing Projects presentation.

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

4.9 The Board will receive an update on other programs

Housing Navigator Jerrett Mendez and Executive Director Patricia Robertson outlined the information in the staff report.

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

5. Committee Reports

President Tom Hodges reported that the Town Contract Committee had met in February to discuss the scope of work and to clarify the tasks that were part of the contract deliverables and said that the Committee needed to meet later this month.

6. Board Member Reports

Board Member Jennifer Kreitz reported that the Mono County Housing Authority would meet next Tuesday in Mammoth as part of the Mono County Board of Supervisors afternoon agenda. Ms. Kreitz spoke about topics covered at a conference she attended in Washington, DC, and said that Governor Gavin

Newsom had proposed the creation of a new agency at the State level for housing and homelessness.

President Tom Hodges said that he had met with a developer from Foothill Partners while they were in Bishop presenting a development proposal for the original Kmart site by Taco Bell for one hundred market rate studio apartments, and to develop an adjoining space for local food and beverage operators, and to create three quick service restaurant pads on the highway frontage of 395 next to Taco Bell, with adequate surface parking. He said that they would use a modular factory to build the units and could potentially start construction in the next calendar year and deliver the units within the next 18-24 months. He also reported that he had been participating in a working group with Town and County staff on the van life parking program at the old Sheriff's Substation in the Sherwins Area and provided an update on the project.

There was discussion between Executive Director Patricia Robertson and members of the Board.

7. Adjourn

The meeting was adjourned at 7:30 p.m. to the next regular Board Meeting scheduled to be held on May 5, 2025.

Angela Plaisted, Assistant Clerk
Town of Mammoth Lakes

Patricia Robertson, Secretary
Mammoth Lakes Housing, Inc.

SILVER PEAKS APARTMENTS AND TOWNHOME COMMUNITY

Patricia Robertson, Executive Director
Eastern Sierra Community Housing, Inc.



EASTERN SIERRA
**COMMUNITY
HOUSING**

Carol J. Ornelas, President/CEO
Visionary Home Builders of California, Inc.



Visionary
Home
Builders
of CALIFORNIA

Visionary's Mission

... FOR THE PAST 40 YEARS

Is to create and advocate for healthy, vibrant, safe communities through the development of affordable housing and educational opportunities for families, seniors and individuals of low and moderate income.

***WE ARE A 501(C)(3) NON-PROFIT ORGANIZATION
SPECIALIZING IN AFFORDABLE HOUSING DEVELOPMENT,
WITH OUR OWN PROPERTY MANAGEMENT COMPANY AND
HUD-CERTIFIED HOUSING COUNSELING SERVICES.***



EASTERN SIERRA COMMUNITY HOUSING

***WE ARE A 501(C)(3) NON-PROFIT ORGANIZATION,
AND THE ONLY COMMUNITY HOUSING
DEVELOPMENT ORGANIZATION SERVING THE TRI-
COUNTY. WE SPECIALIZE IN FIRST-TIME
HOMEBUYER PROGRAMS, MULTIFAMILY
DEVELOPMENT, AND HOMELESSNESS PREVENTION.
WE HAVE SERVED THE REGION SINCE 2002.***

FOUNDATIONAL ELEMENTS

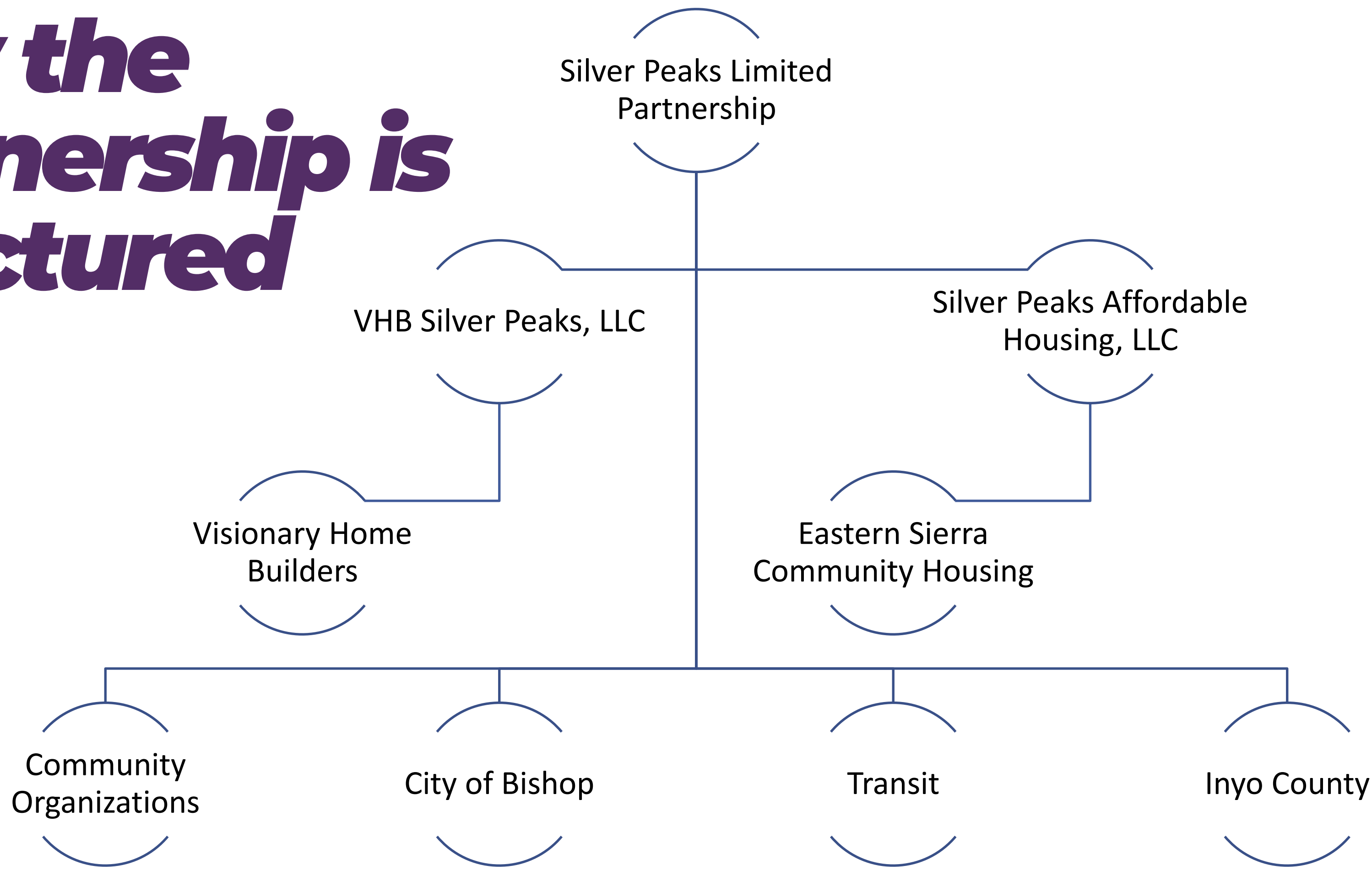
Vision

Communities in the Eastern Sierra thrive because everyone has access to safe, affordable, quality housing.

Mission

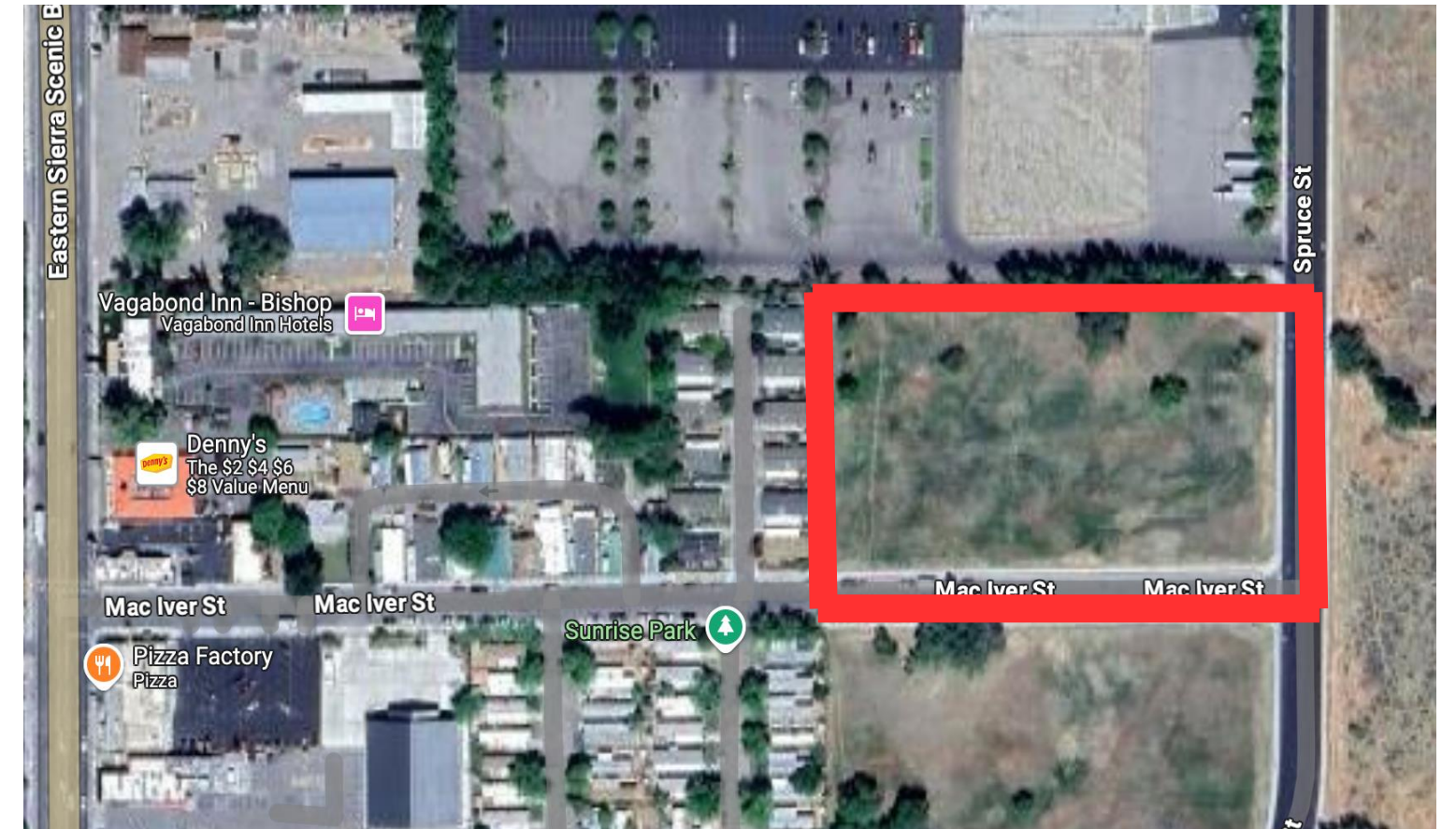
Eastern Sierra Community Housing provides and supports community housing for a viable economy and a sustainable community.

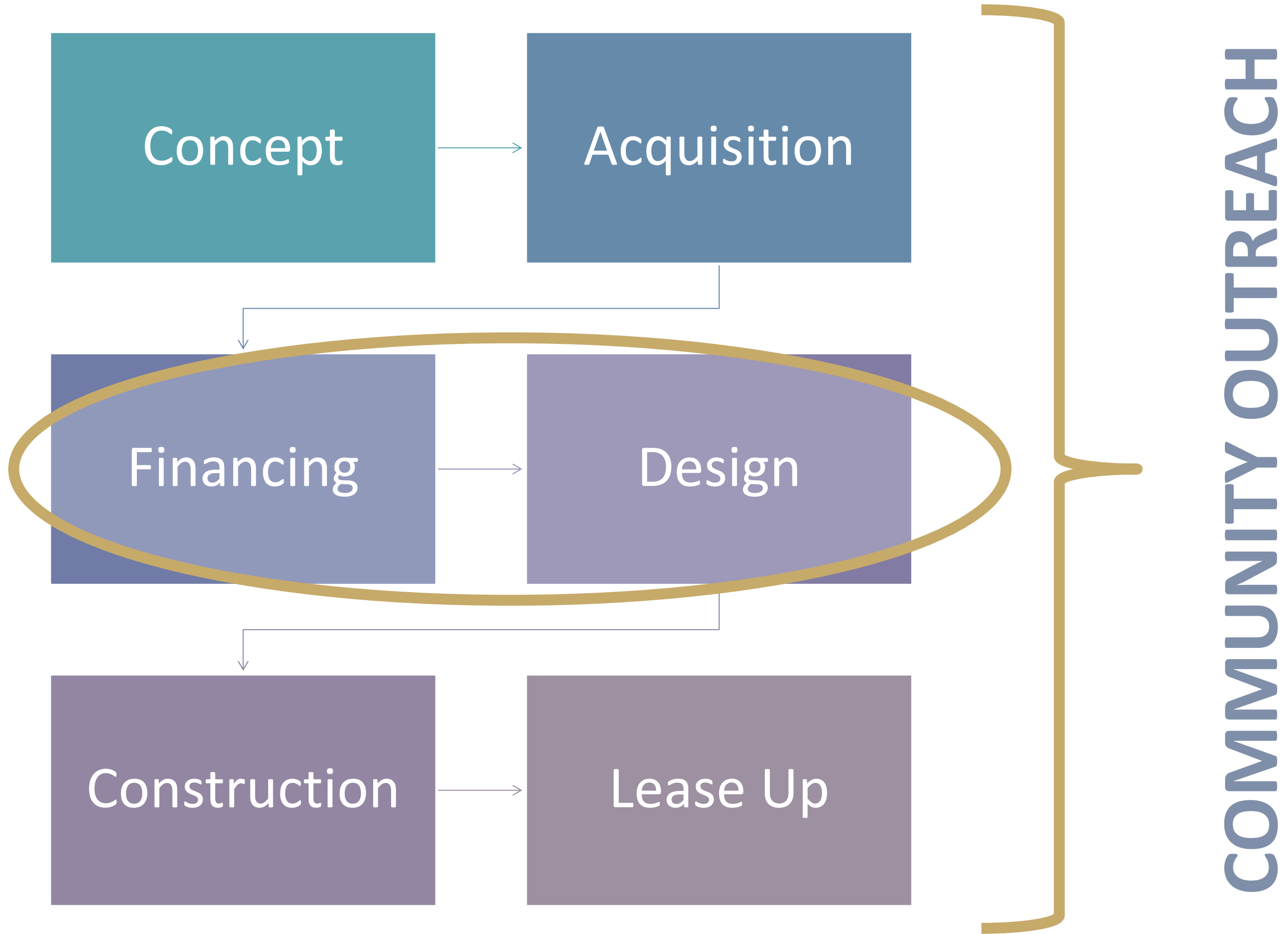
How the partnership is structured



The Silver Peaks project

- Rental Component
- ~60 apartments
- Ownership Component
- ~16 of units
- Transit Component
- Community Amenities
- Adult education programming
- Childcare center

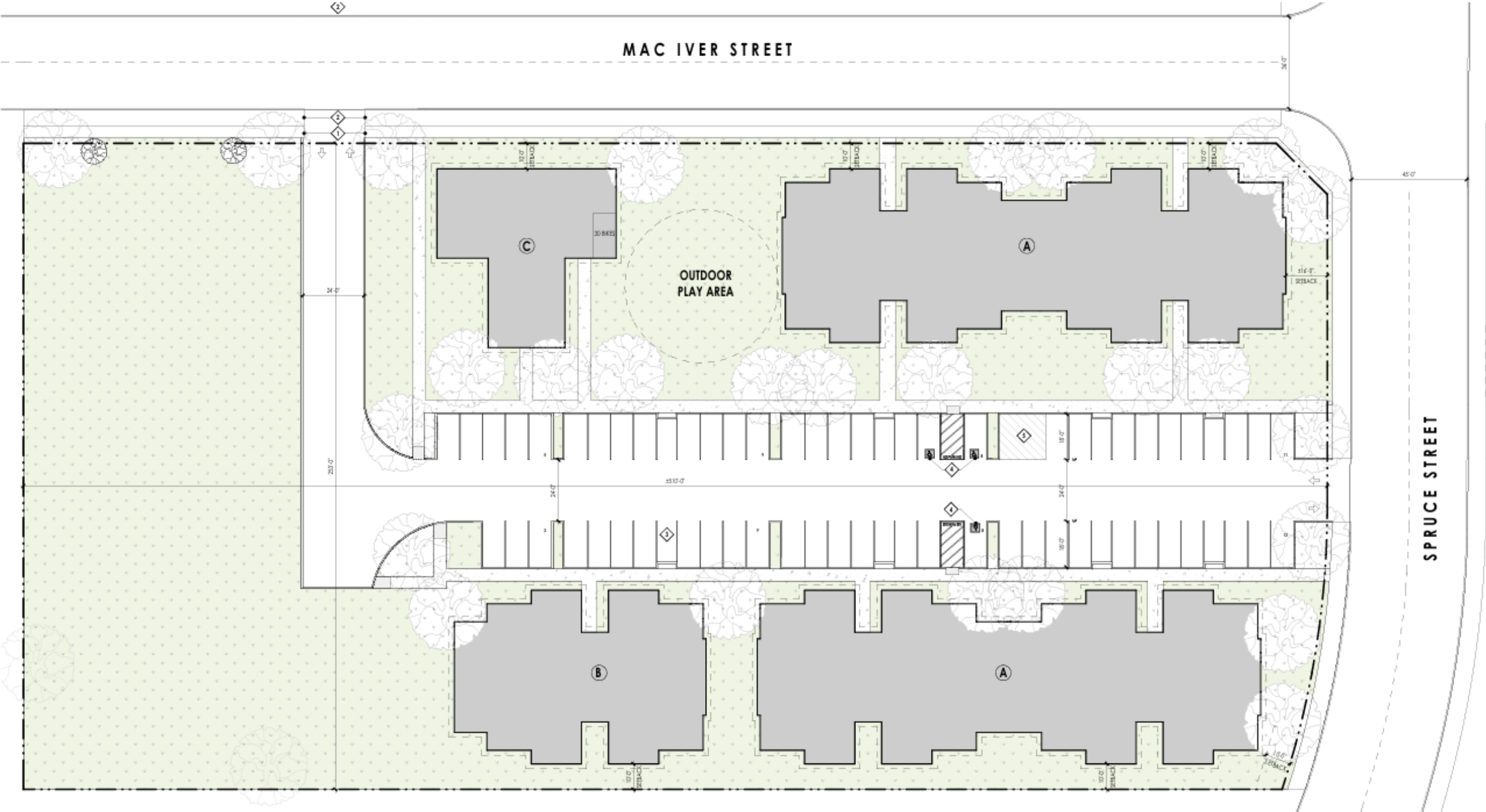




Community Engagement

Inyo County Board of Supervisors	April 29 – 8:30 AM in Independence
Eastern Sierra Council of Governments	April 30 – 8:30 AM in Bishop
Eastern Sierra Community Housing	May 5 – 6 PM in Mammoth Lakes
Continuum of Care	May 12 – 1 PM online
Community Meeting in Bishop	May TBD (13 th or 14 th) – 6 PM

Proposed Site Plan



Rendered Site Plan



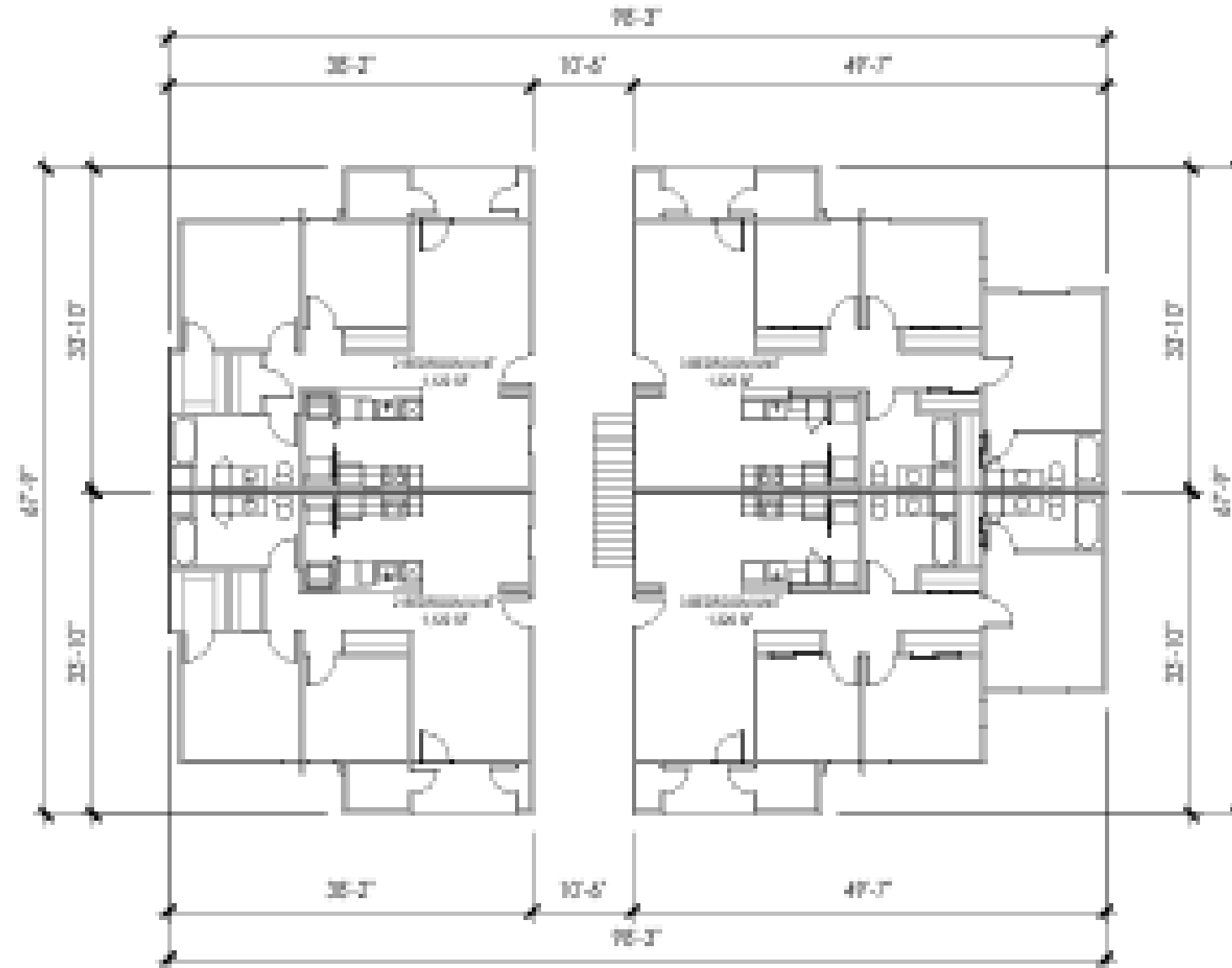


NORTH ELEVATION



****conceptual concept***





APARTMENT BUILDING TYPE B - FLOOR PLAN

SILVER PEAKS

04.23.25

SCLAE 1" = 20'

FINANCING

Affordable Housing & Sustainable Communities Grant Program

NOFA – March 2025

Due – May 28, 2025

Awards - December 2025

Housing - \$17,766,440

Housing Related Infrastructure - \$2,950,000

Programs- \$600,000

Sustainable Transportation Infrastructure - \$15,000,000



CALIFORNIA
STRATEGIC
G R O W T H
C O U N C I L



FINANCING

CA Tax Credit Allocation Committee

9% Tax Credits

Due – ~March 2026

Awards - ~June 2026

\$19,075,000



Who we will serve

Income Limits	1 person	2 people	3 people	4 people
80% AMI	\$49,280	\$56,320	\$63,360	\$70,320
60% AMI	\$36,960	\$42,240	\$47,520	\$52,740
30% AMI	\$18,480	\$21,120	\$23,760	\$26,370

Rents	Studio	1-bedroom	2-bedroom	3-bedroom
80% AMI	\$1,232	\$1,320	\$1,584	\$1,829
60% AMI	\$924	\$990	\$1,188	\$1,371
30% AMI	\$462	\$495	\$594	\$685

Homeownership Income Limits	1 person	2 people	3 people	4 people
120% AMI	\$73,850	\$84,400	\$94,950	\$105,500

Construction Timeline

- Break Ground
 - December 2026
- Construction
 - 24 months
- Lease-Up
 - 2028
- Start Qualifying Homeowners
 - 2027-2028





Partners & Supporters

- City of Bishop
 - Eastern Sierra Transit Authority
 - CA Coalition for Rural Housing
-
- Community Input
 - IMAH
 - Wild Iris
 - Eastern Sierra Council of Governments
 - Eastern Sierra Continuum of Care
 - Inyo County Board of Supervisors
 - Kern Regional Center

Workshop Questions



Does the project concept meet the needs of low-income and disadvantaged communities in the City of Bishop?



What are some of the barriers to finding and staying in safe, stable, and affordable housing?



What specific types of housing are most needed in our community?



What are some things that would make affordable housing more attractive and accessible to residents?



How can this project promote: equity, community health, and well-being?

**SEND YOUR
COMMENTS TO...**

Patricia Robertson
patricia@eschousing.org
or call (760) 934-4740



EASTERN SIERRA
**COMMUNITY
HOUSING**

May 1, 2025

Gustavo Velasquez

Director

California Department of Housing and Community Development

2020 W El Camino Avenue

Sacramento, CA 95833

Subject: Request to Expedite Approval of Prohousing Designation for the City of Bishop

Dear Director Velasquez,

Eastern Sierra Community Housing, Inc. (ESCH) is the sole-member of Silver Peaks Affordable Housing, LLC, a California limited liability company which is the Co-General Partner of Silver Peaks, L.P.

Silver Peaks, L.P. is in the process of applying for the Affordable Housing & Sustainable Communities grant program under the 9th Round for our project located at 935 Spruce Street, Bishop, CA. **The application is due May 28, 2025.** In order to achieve maximum points under this grant program, the City of Bishop needs to demonstrate Prohousing status with the State Department of Housing & Community Development.

We are writing in support of the City's request for expedited approval of their Prohousing Designation application, originally submitted on March 21, 2024, in support of our application for Round 9 of the Affordable Housing and Sustainable Communities (AHSC) program. As you know, jurisdictions designated as Prohousing by the AHSC application deadline are awarded two additional points, critical in this highly competitive funding round.

At the time of their original submission, the City had all policies in place to qualify and demonstrated eligibility for over 30 points, as required. In response to HCD's comments on their initial application, they completed additional public outreach and submitted the updated form addressing the treatment of unhoused individuals by July 2024, meeting new threshold requirements.

P: (760) 934-4740
F: (760) 934-4724
CA DRE #01947504

587 Old Mammoth Rd, Suite 4
P.O. Box 260
Mammoth Lakes, CA 93546

www.eschousing.org

Over the next several months, they worked closely with HCD's PDP Encampment Team to revise and refine their compliance documents to meet changing requirements. The City of Bishop's Encampment Plan was reviewed and officially approved on January 27, 2025, making their application fully compliant with all Prohousing threshold requirements.

For the past three months, their application has been under review at the leadership level. They have remained in contact with HCD staff and management throughout this process and appreciate their engagement.

We are now at a critical moment: the Silver Peaks project, a proposed 60-unit affordable housing development, has previously applied three times under the Multifamily Finance Super NOFA without success. AHSC funding is the City's most viable opportunity to move this essential project forward.

We respectfully ask for your consideration to expedite final approval of our Prohousing Designation so that we may secure the competitive points needed to make this project a reality for our community.

Thank you for your continued partnership and support of nonprofit community developers, and small, rural jurisdictions like Bishop.

Sincerely,

Tom Hodges
President, Eastern Sierra Community Housing

Board Members:

Lindsay Barksdale	Sarah Nuttall	Kirk Stapp
Heidi Steenstra	Brian D'Andrea	
Amanda Rice	Jennifer Kreitz	

Attached:
Letter from the City of Bishop

cc: Anastasiia Budnyk, City of Bishop
Jeff Griffiths, Inyo County Board of Supervisors, District 2
CA State Assemblymember David J. Tangipa, District 8
CA State Senator Marie Alvarado-Gil, District 4
Alicia Sebastian, Executive Director, California Coalition for Rural Housing



CITY OF BISHOP

377 West Line Street - Bishop, California 93514
P. O. Box 1236 - Bishop, California 93515
City Hall 760-873-5863 Public Works 760-873-8458
Fax 760-873-4873

May 1, 2025

Gustavo Velasquez

Director

California Department of Housing and Community Development
2020 W El Camino Avenue
Sacramento, CA 95833

Subject: Request to Expedite Approval of Prohousing Designation for the City of Bishop

Dear Director Velasquez,

The City of Bishop respectfully requests expedited approval of our Prohousing Designation application, originally submitted on March 21, 2024, in support of our application for Round 9 of the Affordable Housing and Sustainable Communities (AHSC) program. As you know, jurisdictions designated as Prohousing by the AHSC application deadline are awarded two additional points, critical in this highly competitive funding round.

At the time of our original submission, the City had all policies in place to qualify and demonstrated eligibility for over 30 points, as required. In response to HCD's comments on our initial application, we completed additional public outreach and submitted the updated form addressing the treatment of unhoused individuals by July 2024, meeting new threshold requirements.

Over the next several months, we worked closely with HCD's PDP Encampment Team to revise and refine our compliance documents to meet changing requirements. The City of Bishop's Encampment Plan was reviewed and officially approved on January 27, 2025, making our application fully compliant with all Prohousing threshold requirements.

For the past three months, our application has been under review at the leadership level. We have remained in contact with HCD staff and management throughout this process and appreciate their engagement. We are now at a critical moment: the Silver Peaks project, a proposed 60-unit affordable housing development, has previously applied three times under the Multifamily Finance Super NOFA without success. AHSC funding is the City's most viable opportunity to move this essential project forward.

We respectfully ask for your consideration to expedite final approval of our Prohousing Designation so that we may secure the competitive points needed to make this project a reality for our community.

Thank you for your continued partnership and support of small, rural jurisdictions like Bishop.

Sincerely,

Ethan Aukee

Ethan Aukee
Acting City Administrator
City of Bishop

cc: Jeff Griffiths, Inyo County Board of Supervisors, District 2
Jennifer Kreitz, Mono County Board of Supervisors, District 1
Clancy Taylor, Senior Housing Specialist, California Coalition for Rural Housing
Patricia Robertson, Executive Director, Eastern Sierra Community Housing






Request to Expedite Approval of Prohousing Designation_City of Bishop

Final Audit Report

2025-05-01

Created:	2025-05-01
By:	Anastasiia Budnyk (abudnyk@cityofbishop.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC98GAUNBs7GV3mK71OZSYDRNHPQ0gVR2

"Request to Expedite Approval of Prohousing Designation_City of Bishop" History

-  Document created by Anastasiia Budnyk (abudnyk@cityofbishop.com)
2025-05-01 - 6:28:08 PM GMT
-  Document emailed to Ethan Aukee (eaukee@cityofbishop.com) for signature
2025-05-01 - 6:28:12 PM GMT
-  Email viewed by Ethan Aukee (eaukee@cityofbishop.com)
2025-05-01 - 6:41:02 PM GMT
-  Document e-signed by Ethan Aukee (eaukee@cityofbishop.com)
Signature Date: 2025-05-01 - 6:41:27 PM GMT - Time Source: server
-  Agreement completed.
2025-05-01 - 6:41:27 PM GMT

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

This Agreement and First Amendment is entered into May 13, 2025 by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Mammoth Lakes Housing of Mammoth Lakes, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about June 1, 2022 and pertaining to Contractor's provision of Housing Navigator services to the County (the "Agreement"). The County and Contractor are sometimes referred to herein collectively as "the parties."

WHEREAS, the parties entered into the Agreement for the purpose of Contractor providing Housing Navigator services; and

WHEREAS, accordingly, there is a need to amend the scope of work, contract limit, and term of the Agreement to provide for such additional services;

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 2 ("Term") of the Agreement is hereby amended to read as follows:

"The term of this Agreement shall be from June 1, 2022 to June 30, 2026., unless sooner terminated as provided below."

2. Paragraph 3.D. of the Agreement ("Limit Upon Amount Payable") is hereby amended to increase the contract limit from \$325,000 to \$575,000.
3. The Scope of Work (Attachment A) is hereby replaced with the attached: Amendment to Attachment A
4. The Schedule of Fees (Attachment B) is hereby replaced with the attached: Amendment to Attachment B
5. All other provisions of the Agreement not modified herein shall remain in full force and effect.
6. This Agreement and First Amendment 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. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

Chair of the Board

Date

CONTRACTOR:

Mammoth Lakes Housing

Date

Approved as to Form:

County Counsel

AMENDMENT TO ATTACHMENT A

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

TERM:

FROM: JUNE 1, 2022 TO: JUNE 30, 2026

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), Home Safe and Housing Support Program (HSP) funding allocations to fund a Housing Navigator position to work in concert with Health and Human Services and other housing and homelessness prevention partners across Mono County.

CONTRACTOR will hire at least one 80%-100% FTE Housing Navigator to assist in identifying and servicing clients under HDAP, BHF, Home Safe, and HSP 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 provide homelessness prevention legal aid services to Mono County residents, including participants of the Housing & Disability Advocacy Program (HDAP), Bringing Families Home (BFH), Home Safe and Housing Support Program (HSP) through a subcontract with California Indian Legal Services.

CONTRACTOR will collect, track, report and measure relevant program outcomes, as specified by COUNTY, including: a) Enter clients into the Coordinated Entry System and Homeless Management Information System, b) Submit related program reports detailing monthly activities and accomplishments in support of this contract, 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.

AMENDMENT TO ATTACHMENT B
AGREEMENT BETWEEN THE COUNTY OF MONO
AND MAMMOTH LAKE HOUSING FOR
THE PROVISION OF HOUSING NAVIGATOR SERVICES

TERM:

FROM: JUNE 1, 2022 TO: JUNE 30, 2026

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, 2026 shall not exceed \$575,000.

For fiscal year 2021-22, payments to Contractor shall not exceed \$25,000.

For fiscal years 2022-23 and 2023-24, payments to Contractor shall not exceed \$100,000 per fiscal year. County shall make up to four \$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.

For fiscal years 2024-25 and 2025-26, payments to Contractor shall not exceed \$175,000 per fiscal year. County shall make up to eight \$43,750 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 \$43,750 advance payment are exhausted. No more than four \$43,750 advance payments shall be made within any twelve (12) month period.

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, 2026.

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

Schedule of Fees	Fiscal Years 2021-22, 2022-23, & 2023-24			Fiscal Years 2024-25 & 2025-26
	COUNTY (80%)	MLH (20%)	TOTAL COST	TOTAL COST
Oversight/Admin	\$10,150	\$2,538	\$12,688	\$15,600
Housing Navigator 100% FTE (includes Language Test/Skill Pay)	\$74,430	\$18,608	\$93,038	\$114,406
Total Personnel Expense	\$84,580	\$21,146	\$105,726	\$130,006
Services & Supplies	\$15,420	\$2,449	\$17,869	\$19,373
Subcontracted Service Expense Homelessness Prevention / Legal Aid	\$0	\$0	\$0	\$25,621
Total Operating Expense	\$15,420	\$2,449	\$17,869	\$44,994
TOTAL EXPENSES	\$100,000	\$23,595	\$123,595	\$175,000

Fiscal year	Not-to-Exceed
2021-22	\$ 25,000
2022-23	\$ 100,000
2023-24	\$ 100,000
2024-25	\$ 175,000
2025-26	\$ 175,000
Total	\$ 575,000

☐ See Attachment B1, incorporated herein by this reference (optional)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N Brand Boulevard, Suite 100 Glendale CA 91203	CONTACT NAME: Gina Bonafede PHONE (A/C, No, Ext): 818-539-8617 FAX (A/C, No): E-MAIL ADDRESS: gina_bonafede@ajg.com
INSURED Mammoth Lakes Housing, Inc & Sierra Housing Advocates, LLC PO Box 260 Mammoth Lakes CA 93546	INSURER(S) AFFORDING COVERAGE INSURER A: Underwriters at Lloyd's, London INSURER B: Kinsale Insurance Company INSURER C: Fortegra Specialty Insurance Company INSURER D: Employers Assurance Company INSURER E: INSURER F:
License#: 0D69293 MAMMLAK-01	NAIC # 32727 38920 16823 25402

COVERAGES**CERTIFICATE NUMBER:** 2023638601**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		01002606891	9/27/2024	9/27/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			FMCHNO100102800	9/27/2024	9/27/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	Y	EIG572073300	9/27/2024	9/27/2025	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Retro date: 4/1/2016 Claims-Made form			MPL4567583.24	9/27/2024	9/27/2025	Per Claim Aggregate Decuctible \$1,000,000 \$1,000,000 \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County, its agents, officers and employees, Contractor, its employees, agents, and subcontractors are named additional insured with respect to the operations of the named insured. The insurance provided in the Commercial General Liability policies are primary and any other insurance shall be excess only and not contributing. Waiver of Subrogation on worker compensation applies in favor of certificate holder. Endorsement to follow.

CERTIFICATE HOLDER**CANCELLATION**

County of Mono
attn: Cathy Young, Social Services
PO Box 2969
Mammoth Lakes CA 93546

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**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 policy(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

By: Bob Gardner
Bob Gardner (Jun 10, 2022 04:25 PDT)
Title: Chair, Mono County Board of Supervisors
Dated: Jun 10, 2022

CONTRACTOR

By: Patricia Robertson
Patricia Robertson (Jul 12, 2022 13:55 PDT)
Title: Executive Director
Dated: Jul 12, 2022

APPROVED AS TO FORM:

Stacey Simon
Stacey Simon (Jun 8, 2022 17:03 PDT)
County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager
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	

CDSS Housing and Homelessness Programs Fact Sheet

Home Safe, Housing and Disability Advocacy Program, Bringing Families Home, CalWORKs Housing Support Program

CDSS's housing and homelessness programs are embedded within the broader safety net and serve vulnerable families, older adults, and people with disabilities who are experiencing or at risk of homelessness with a client-centered, targeted approach to help them achieve housing stability. This Fact Sheet focuses on the four CDSS-funded and locally administered programs that offer a range of evidence-based, Housing First services that include but are not limited to outreach, housing-related case management, housing navigation, as well as housing-related financial assistance to pay for rental subsidies, security deposits, rental arrearages, moving costs. These programs include:¹

- [Home Safe](#) for individuals engaged with Adult Protective Services
- [Bringing Families Home \(BFH\)](#) for families receiving child welfare services
- CalWORKs [Housing Support Program \(HSP\)](#) for families in receipt of CalWORKs
- [Housing and Disability Advocacy Program \(HDAP\)](#) for individuals likely eligible for disability benefits

Growth of CDSS Housing and Homelessness Programs Since FY 2019-20

The four programs have grown significantly across the state with new grantees establishing programs and existing grantees expanding their programs in response to the historic \$1.05 billion in one-time funding invested in the programs across Budget Acts 2021 and 2022.

Program	Launch Year	Growth in County Grantees FY 19-20	Growth in County Grantees FY 23-24	Growth in Tribal Grantees FY 19-20	Growth in Tribal Grantees FY 23-24	Total Served in FY 23-24
HSP	2014	52	55	0	0	21,460
HDAP	2017	40	57	2	17	16,071
BFH	2016	22	53	1	25	4,929
Home Safe	2018	25	58	0	23	6,959
Total Grantees		139	223	3	65	49,419

Reflecting this growth, each of these programs is now meeting a critical share of the need across California. The **CDSS estimates that BFH and HSP now serve 67 percent of families receiving homelessness services through local homeless response systems, while Home Safe and HDAP serve 18 percent of adults over 55 receiving homelessness services through local homeless response systems.**² In FY 2023-24, Home Safe served 34% of the Adult Protective Services (APS) population with identified housing needs.

Outcomes of CDSS Housing and Homelessness Programs

These programs are effective in supporting participants in achieving their goals, reflecting significant program outcomes and demonstrating that integrating tailored housing resources into the social safety net is vital to combatting homelessness.

- **Serving the highest need populations:** The four programs often serve individuals and families with the most complex needs. For example, in FY 2023-24, 43% of HDAP enrollees were reported as experiencing chronic homelessness. In addition, the UC Berkeley

California Policy Lab and USC Children's Data Network's 2024 [BFH Program Evaluation](#) found that BFH served particularly high-need families, even compared to other families involved in child welfare. These families were also less likely to have already been connected to other homelessness services.

- **Exits to permanent housing:** In FY 2023-24, 50% of HDAP participants, 62% of Home Safe participants, 53% of HSP participants, and 54% of BFH participants exited to permanent housing. By comparison, 35% of participants receiving services overall through local homeless response systems in CA exited to permanent housing.³
- **Housing retention:** The programs are not only helping participants identify and move into housing options consistent with their goals, but also helping them achieve housing stability. For Home Safe, grantees report that 76% of participants retained permanent housing 6 months post-program exit. For HDAP, grantees report that 92% of participants retained permanent housing 6 months after being approved for disability benefits.
- **Improved outcomes beyond housing:** Addressing the housing needs of individuals and families can also improve their outcomes in other systems. The [BFH Program Evaluation](#) demonstrated not only the positive impact on housing outcomes but also on child welfare outcomes, with reunification of families being approximately 20 percentage points greater for BFH families than the control group. Similarly, HDAP has achieved a 77% approval rate for disposed disability benefits applications. By comparison, the average rate of approval for initial SSI or SSDI benefits specifically is 35% nationally. For HDAP participants, connection to disability benefits is a critical step toward housing stability.
- **Advancing equity:** Homelessness in California is disproportionately experienced by black and indigenous people. Compared to their respective comparison groups, HDAP and Home Safe each serve a similar or higher proportion of these populations while BFH serves a similar proportion of Hispanic and Black children.⁴
- **Cost effectiveness:** The April 2024 [California State Auditor \(CSA\) report](#) identified HSP as one of two state programs deemed cost-effective (out of five housing and homelessness programs audited), citing a lower cost to taxpayers for families in the HSP than would have otherwise been spent if those families remained homeless. While Home Safe, HDAP and BFH were not audited, the findings indicate that they are likely also cost-effective given their shared focus on vulnerable populations and similar core program components.

Program Impacts as Counties and Tribes Utilize One-Time Funding

As counties utilize the one-time funding from Budget Acts 2021 and 2022, they are beginning to ramp down HSP and HDAP (which have \$95 million and \$25 million in ongoing funding, respectively) and are expected to shut down Home Safe and BFH (which have no ongoing state funding at this time). CDSS is providing technical assistance to counties to help them manage program transitions and minimize negative impacts. Tribes are earlier in the process of building out housing and homelessness programs, with 63 of 65 programs having executed MOUs with CDSS in 2024 to receive funding and launch service delivery.

¹ To learn more, please visit the [CDSS Housing and Homelessness Division \(HHD\) website](#). Program outcomes are detailed in the [2024 Annual Housing and Homelessness Programs Report](#) (the 2025 report will be posted this winter).

² Estimates use FY 2023-24 CDSS data and CY 2023 [Homeless Data Integration System \(HDIS\) data](#).

³ HDAP exit data excludes LA County due to incomplete data reported to CDSS by the county.

⁴ Comparison groups to assess racial proportionality of service delivery include APS clients for Home Safe, children involved in the child welfare system for BFH, and individuals experiencing homelessness based on the [California Statewide Study of People Experiencing Homelessness \(CASPEH\)](#) for HDAP. HSP grantees do not report demographic data to CDSS.

**MEMORANDUM OF AGREEMENT BETWEEN
EASTERN SIERRA COMMUNITY HOUSING
AND CALIFORNIA INDIAN LEGAL SERVICES**

This MEMORANDUM OF AGREEMENT (the "Agreement") is entered into by EASTERN SIERRA COMMUNITY HOUSING ("ESCH"), a non-profit corporation with administrative offices in Mammoth Lakes, California, and CALIFORNIA INDIAN LEGAL SERVICES ("CILS"), a non-profit corporation with a field office at 873 N. Main Street, Suite 120, Bishop, California and the principal office at 106 K Street, Suite 300 Sacramento, CA 95814. Collectively ESCH and CILS will be referred to as the "Parties."

RECITALS

A. WHEREAS, ESCH is a non-profit whose missions is to tackle the affordable housing problem facing Eastern Sierra communities, in part by providing rental counseling and homelessness prevention services (e.g., budgeting, employment searches, and government benefits and community support linkages) to lower income individuals and households as they seek stable, affordable housing;

B. WHEREAS, CILS is an experienced non-profit that provides low income individuals on legal matters related to their housing such as eviction defense, provision of reasonable accommodations to disabled tenants, ensuring the habitability of tenant housing and other related services; and

C. WHEREAS, the Parties acknowledge significant overlap in the clients served by their organizations and seek to partner in providing legal services and assistance to individuals who are at risk of displacement and/or homelessness;

NOW THEREFORE, in consideration of the recitals thereof, other mutual covenants set forth below, and other valuable consideration, the receipt and sufficient of which are hereby acknowledged, the Parties agree as follows:

Section 1. Scope of Services. ESCH, with limited funding, agrees to refer ESCH eligible individuals who are facing legal problems or issues with obtaining, retaining, or stabilizing their housing to CILS for legal services, the scope of which is further outlined in Exhibit A attached hereto and incorporated herein. Notwithstanding, the scope of services hereunder may be limited by ESCH at any time upon fifteen (15) days' written notice to CILS.

Section 2. Eligibility for Services. The Parties seek to partner in providing legal services and

assistance to lower income individuals who further qualify as eligible recipients under one (1) or more of the grant programs administered by ESCH, as enumerated in Exhibit B attached hereto and incorporated herein. Upon referral by ESCH, CILS agrees to evaluate and determine if individuals are eligible for legal services under this Agreement pursuant to one or more of the funding sources.

Section 3. Acknowledgement of Condition Precedent. The Parties acknowledge that the effectiveness of this Agreement is contingent upon the availability of and ESCH's receipt of funding from the following funding source: Mono County Department of Social Services (CDSS) . Should this contingency occur, this Agreement shall become null and void.

Section 4. Term of Agreement. This Agreement is to be effective at the date of execution by both Parties, but upon execution shall be retroactive to March 1, 2025. This Agreement shall remain in full force and effect until the earliest of the following occurs: (a) termination by either of the Parties pursuant to Section 5 below; (b) when the total billing reaches Twenty-Five Thousand Six Hundred Twenty-One Dollars (\$25,621.00)(c) the occurrence of the contingency in Section 3 above; or (d) June 30, 2026.

Extension of Term Permitted. Notwithstanding the foregoing, if ESCH secures additional funding from the same or additional funding source(s), the Parties may agree to extend the term of this Agreement and increase the maximum billings hereunder by execution of a written amendment hereto.

Section 5. Termination. Upon thirty (30) days prior written notice to the other Party, this Agreement may be terminated:

a. By ESCH, with or without cause. If ESCH terminates this Agreement, ESCH agrees to pay any invoices for work already performed by CILS prior to termination date within thirty (30) days of receipt of the monthly statement submitted by CILS pursuant to Section 7 below; or

b. By CILS, with or without cause, so long as the termination is consistent with the professional obligations of the attorney(s) at CILS.

Section 6. Reimbursement Rates. As compensation for the services outlined in Section 1 above, CILS shall receive fees at the rate of \$200.00 per hour for senior/directing attorneys, \$175.00 per hour for staff attorneys, \$100.00 per hour for legal advocates (J.D. degree) and \$75.00 per hour for law clerks and paralegals. Such compensation shall cover all general operating expenses of CILS, including clerical services.

Section 7. Invoices. CILS shall submit to ESCH a monthly statement, summarizing the services rendered, costs and expenses incurred, and the disbursements for which reimbursement is sought. In addition, a running monthly total will be provided to monitor the cap on this Agreement including an estimate of known scheduled and/or upcoming costs.

a. Prompt Payment. ESCH shall pay all bills within 30 days, and it shall promptly notify CILS of any erroneous or disputed fees or expenses. In the event that ESCH fails to make payment after 30 days of receipt of CILS' bill, CILS shall have the right to discontinue rendering further services to the individuals referred to CILS by ESCH until the amount of such billing is paid in full or other payment arrangements have been made.

b. Maximum Billings. The maximum billing under this Agreement for all costs and services will be Twenty-Five Thousand Six Hundred Twenty-One Dollars (\$25,621.00).

i. *Additional Funding.* If ESCH secures additional funding from the same or additional funding source(s), the Parties may agree to increase the maximum billings hereunder by execution of a written amendment hereto.

ii. *Progress Notice.* CILS shall provide written notice to ESCH, in the manner prescribed in Section 16, when the billings under this Agreement have reached seventy-five percent (75%) of the maximum billing.

Section 8. Reporting Requirements. On a monthly basis, CILS shall submit program reports detailing monthly activities and accomplishments in support of this Agreement.

Section 9. Independent Contractor. It is understood that CILS shall be an independent contractor, and that no individual attorney, nor CILS, shall be an employee of ESCH, nor shall they be entitled to receive any benefit to which employees are entitled by virtue of their employment with ESCH. Except as otherwise expressly provided herein, ESCH shall not be responsible for the payment of any taxes, permit fees or licenses incurred or required by CILS in order to perform services under this Agreement.

Section 10. Indemnification. Each Party ("Indemnitor") shall indemnify and hold the other Party ("Indemnatee") harmless from and against any and all claims, suits, actions, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from any claim or action against Indemnatee for damages sustained by any third person or persons, or on account of damaged property of any third person, including loss of use thereof, in any way related to or arising out of any act or omission by Indemnitor. Such indemnity shall extend to all claims and the like, whether caused, claimed to be caused,

or contributed in part by Indemnitee or its officers, employees, representatives, or agents, except to the extent Indemnitee's act or omission constitutes either an unexcused breach of this Agreement, gross negligence or willful misconduct.

Section 11. Malpractice Insurance. During the entire term of this Agreement, and at CILS's own expense in whole, CILS shall ensure that each of its attorneys has malpractice insurance coverage in the minimum amount required by the State Bar of California. CILS shall provide proof of such insurance to ESCH upon request.

Section 12. Compliance with Applicable Laws. In the performance of services hereunder, CILS shall comply with all applicable laws of the State of California and the United States of America.

Section 13. Non-Discrimination. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, national origin or ancestry, political affiliation, sex, sexual orientation, disability, marital status or family status in the provision of services hereunder to the individuals referred by ESCH to CILS.

Section 14. Amendment. This Agreement may be modified at any time by the mutual consent of the Parties. No amendment to this Agreement shall be effective unless it is made in writing and signed by both Parties. Any portion of this Agreement that is not specifically amended shall remain unchanged.

Section 15. Nondisclosure. All information, other than matters of public record or matters generally known to the public, furnished to, or obtained through inspection by the Parties, their affiliates, employees and agents is confidential, and will not be disclosed to anyone other than on a need-to-know basis, and will be returned to the originating Party if this Agreement is terminated. The confidentiality provisions of this Section shall not apply to any disclosures made by either Party as required by law, by court order, or in connection with a subpoena served upon either Party; provided that Party shall provide the other with written notice before making any such disclosure.

Section 16. Notices. Either Party may give notice to the other Party by facsimile transmission with a confirmation telephone call, first class mail postage prepaid, personal delivery or express delivery by a delivery service such as Federal Express. Notice shall be deemed accomplished upon receipt, provided however that notice given by first class mail shall be deemed received two (2) days after deposit in the U.S. mail, first class postage prepaid to addresses set forth below:

FOR ESCH: 587 Old Mammoth Rd. #4
P.O. Box 260
Mammoth Lakes, CA 93546
ATTN: Patricia Robertson, Executive Director

FOR CILS: California Indian Legal Services
P.O. Box 1167
Sacramento, CA 95812
ATTN: Heather Hostler, Executive Director

Section 17. Force Majeure. Neither Party shall be deemed to be in default under this Agreement where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; quarantine restrictions; freight embargoes; court order; or any other similar causes beyond the control of the Party whose performance is affected thereby. The Party whose performance is so affected shall make all reasonable efforts to remove such disability as soon as is reasonably possible.

Section 18. Binding Effect. This Agreement shall be binding on the Parties and their successors and assigns.

Section 19. No Waiver. No waiver of any provision of this Agreement shall be valid unless contained in writing signed by the Parties. Failure or delay by either Party to enforce any provision of this Agreement shall not be deemed a waiver of that or any other provision.

Section 20. Authority. The persons executing this Agreement on their organization's behalf represent and warrant that they have the proper authority to execute this Agreement.

Section 21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed and approved by the parties and persons whose signatures appear below.

EASTERN SIERRA COMMUNITY HOUSING

Date _____

Patricia Robertson, Executive Director

CALIFORNIA INDIAN LEGAL SERVICES

Date _____

Heather Hostler, Executive Director

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EXHIBIT “A”
Scope of Services

ESCH seeks, and CILS agrees, to provide direct legal services to eligible recipients under one (1) or more of the grant programs administered by ESCH for the purposes of preventing displacement and/or homelessness of these individuals from their homes and communities. For the purposes of this Agreement, direct legal services include, but are not limited to, the following:

- Legal advice or counseling provided by a licensed attorney, or by a paralegal or law student under direct supervision of a licensed attorney;
- Rental assistance payments;
- Representation in administrative hearings or processes (such as Section 8 termination hearings or discrimination complaints to the California Civil Rights Department);
- Brief services, such as drafting demand letters, preparing legal documents, negotiating settlement agreements, and assistance for pro se litigants; and
- Full legal representation in an unlawful detainer action by a licensed attorney, or non-attorney where permitted by law.

Preventing displacement and/or homelessness includes, but is not limited to, addressing:

- Terminations of tenancies;
- Applications for or terminations of housing-related benefits;
- Rent increases;
- Habitability, maintenance and repairs;
- Permanent and temporary relocation assistance; and
- Harassment, retaliation and/or discrimination

CILS may provide direct legal services in-person, by telephone, or by electronic communication.

MEMORANDUM OF AGREEMENT BETWEEN EASTERN SIERRA COMMUNITY HOUSING
AND CALIFORNIA INDIAN LEGAL SERVICES

EXHIBIT “B”

Funding Sources and Eligibility Requirements

FUNDING SOURCE	AVAILABLE FUNDS	ELIGIBILITY CRITERIA
Mono County Department of Social Services (CDSS)	\$ 25,621.00	<p>Recipients of services must be residents of Mono County.</p> <p>CDSS funding originates from three funding allocations – Housing & Disability Advocacy Program (HDAP), Bringing Families Home (BFS), and Home Safe and Housing Support Program (HSP). Recipients of services must qualify for services under one or more of these programs as follows:</p> <p>HDAP</p> <ul style="list-style-type: none">• Targets individuals who are experiencing homelessness and are likely eligible for disability benefits• “Chronically homeless” and “homeless” are defined in accordance with 24 C.F.R. § 91.5.• Program should prioritize individuals or families experiencing chronic homelessness or homelessness and rely most heavily on government-funded services <p>BFS</p> <ul style="list-style-type: none">• Targets families involved with the child welfare system who are experiencing, or at risk of, experiencing homelessness• “Homelessness” is defined in Cal. Welfare and Institutions Code § 16523• Program should prioritize child-welfare involved families

		<p>who are literally homeless, followed by those who are at risk of imminently losing their housing</p> <p>HSP</p> <ul style="list-style-type: none"> Families in the CalWORKs program that are experiencing homelessness or are at risk of homelessness (i.e., experiencing housing instability) “Homelessness” is defined in Cal. Welfare and Institutions Code § 16523
	\$	
	\$	



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

STAFF REPORT

Subject: Programs Update

Date: May 5, 2025

Presented by: Patricia Robertson, Executive Director
Jerrett Mendez, Housing Navigator

HOMELESSNESS INTERVENTION & HOUSING NAVIGATION

Housing Navigation

- Mono County and Alpine County contract renewals
 - potentially hiring 1 FT Housing Navigator
- Innsbruck Lodge, Permanent Housing Project (PH), Mammoth Lakes, serving tri-county
 - Property management, ongoing
 - Active case management for 5 households at Innsbruck
 - Lease-up
 - ESG – rental assistance grant
- Birch Creek, Transitional Housing Project (TH), June Lake, serving Mono County
 - Ongoing property and case management
 - Repairs for flooring, banister, and paint completed. (start windows in spring)
 - Spent \$17,474 of the Capital Reserve to date. Capital Reserve balance is \$12,526.
 - Helped a family of four transition into the unit.
 - Coordinated with Anthem Housing Deposits to assist with household items.
- Grant applications
 - ESG current application in process

- County Partner Programs and Navigation Support – NOT CURRENT

	<u>Mono County</u>	<u>Alpine County</u>
<u>HDAP</u> Housing Disability Advocacy Program		
<u>BFH</u> Bringing Families Home		
<u>HCV</u> Housing Choice Vouchers		
<u>OTHER</u>		

- Parcel Project Town of Mammoth Lakes
 - TBD – work with Town on complaint process
- Trainings

OWNERSHIP PROGRAMS

Homeownership Stewardship

- Nordica unit = escrow planned to close 5/15
- Bridge Unit = direct to buyer planned to close 5/9
- Meridian Court unit – client identified
- Annual Monitoring – starting now

Bridge Program

Town of Mammoth Lakes

- 9 total units sold since FY 21/22
 - Average of 2 Bridge units per year in addition to other resales
- 4 units sold this FY 24/25, with 1 in escrow
- 1 client (Bridge #10) in escrow on market rate home using Bridge Program and CDBG DPA
- 2 Bridge units currently available for sale at 120% AMI and 150% AMI
 - 1+ loft / 2 bath + garage (Town-owned) - \$415,000
 - 1 bedroom + garage (Town-owned) - \$320,000
- Processing a lot of clients
- Issues:

- Volatility of HOA dues
- Interest rates, conventional only
- Gap in programs between 120-150% AMI
- Down payment still a barrier to households in the higher income range

Mono County

- Advocated for by Coordination Committee
- Supervisors allocated funds for pilot program
- Coordination with staff
- ESCH provided proposal to administer the program 10/16/24
- Staff level meeting scheduled for 5/14

DEVELOPMENT PROJECTS

Current Pipeline

Project	Location	Unit Mix	Status
Innsbruck Lodge	Mammoth Lakes	16 apartments	Final lease up!
Access Apartments	Mammoth Lakes	13 apartments	In construction Complete June 2025
Valley Apartments	Bishop	19 apartments	Predevelopment
Silver Peaks	Bishop	Rental + Ownership	Financing
Next Project	TBD	TBD	Identification

Other Opportunities

- Inyo County Health & Human Services project possible partnership, Bishop
- Lone Pine parcel
- Other / Town of Mammoth Lakes
- Mono Lake Tribe conversations
- ~~Glass Mountain acquisition in Mammoth Lakes~~
- Role in safe parking program

OTHER PROJECTS/PROGRAMS

Internal Systems & Administration

- *NEW – The Bridging Unique Investments to Leverage Development (B.U.I.L.D.) Incubator equips developers with the knowledge, tools, and access to specialized financing to create affordable housing developments without relying on low-income housing tax credits (LIHTC). Six full-day cohort meetings, some in-person travel to Los Angeles. Graduation is in July.
- *NEW – Staffing update and office hours – closed Tuesdays and Thursdays
- *NEW – Financial trainings and budgeting with Charter Impact team
- *NEW – Board nominations committee, Board member recruitment
- *NEW – Governance committee policy work
- **Annual Report in process with the graphic designer – coming May 2025!**
- Retirement Plan documents update
- Recruitment for open Housing Navigator position
- Recruitment for CCRH intern
- Need to recertify Homeownership program under Fannie Mae Shared Equity Program
- Website maintenance
- Social media and newsletter improvements

Outreach

- **Mono County Housing Authority meeting 4/15**
- **Inyo County Board of Supervisors meeting 4/29**
- **Eastern Sierra Council of Governments meeting 4/30**
- **Mammoth Lakes Chamber of Commerce Job Fair 4/30**

Fundraising

- CHIPIN credit card processing
 - March 2025 donations \$1,621.00
 - Recruitment of new business partners

Upcoming Board items

- Housing Navigator contract renewals (expire in June 2025)
- Town of Mammoth Lakes contract renewal (expire June 2025)
- Aspen Village refinance of deficit loan



EASTERN SIERRA
**COMMUNITY
HOUSING**

*We support workforce housing
for a viable economy and
sustainable community.*

STAFF REPORT

Subject: Committee Reports

Presented by: Various Committee Members

CURRENT COMMITTEE APPOINTMENTS	
Governance – <i>standing</i> Tom Hodges Lindsay Barksdale Jennifer Kreitz	Town Contract Negotiations – <i>ad-hoc</i> Jennifer Kreitz Heidi Steenstra Tom Hodges
Programs & Housing Development – <i>ad-hoc</i> Tom Hodges Jennifer Kreitz Brian D’Andrea	Board Nominations Committee – <i>ad-hoc</i> Tom Hodges Sarah Nuttall
Partnership Discovery in Unincorporated Mono County – <i>ad-hoc</i> Jennifer Kreitz Amanda Rice Tom Hodges Jake Suppa (<i>public</i>) Elin Ljung (<i>public</i>)	Executive Director Evaluation – <i>ad-hoc/disbanded</i> Lindsay Barksdale Sarah Nuttall Brian D’Andrea
Diversity, Equity, & Inclusion – <i>standing</i> Heidi Steenstra	Chamber Steering Committee (<i>not regularly meeting</i>) Tom Hodges
Fundraising – <i>disbanded</i>	Marketing & Communications –

	<i>disbanded</i>
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