



# EASTERN SIERRA COMMUNITY HOUSING

## Eastern Sierra Community Housing Board Agenda

Monday, July 7, 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](http://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](mailto:patricia@eschousing.org) or [clerk@townofmammothlakes.ca.gov](mailto: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

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**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](mailto:patricia@eschousing.org) or [clerk@townofmammothlakes.ca.gov](mailto: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 June 2, 2025 Regular Board Meeting**

**4. Policy Matters**

**4.1 The Board will review and consider adoption of the amended budget for Fiscal Year 2025-26**

**4.2 The Board will review and possibly approve a subcontract with CA Indian Legal Services (CILS) for tenant legal aid services**

**4.3 The Board will review and possibly approve Amendment 1 to the Contract with Alpine County for Housing Navigation Services**

**4.4 The Board will receive an update on other programs**

**5. Committee Reports**

**6. Board Member Reports**

**7. CLOSED SESSION**

**7.1 Pursuant to Government Code Section 54956.8, the Board will hold a closed session to discuss property negotiations and possible staff directions and/or action –  
Assessor's Parcel Number 033-165-008-000**

Property: 550 Mono Street, Meridian Court #C201, Mammoth Lakes, CA 93546

Negotiating Parties: Patricia Robertson representing MLH (prospective buyer); Paz Mendelevitch (Owner)

Under Negotiation: Terms of sale

**8. Adjourn**



# EASTERN SIERRA COMMUNITY HOUSING

## Eastern Sierra Community Housing Board Regular Meeting Minutes

**June 2, 2025, 6:00 p.m.**  
**437 Old Mammoth Road, Suite Z, Mammoth Lakes**

Members Present: President Tom Hodges, Vice President Lindsay Barksdale,  
Board Member Kirk Stapp, Board Member Jennifer Kreitz, Board  
Member Brian D'Andrea, Board Member Amanda Rice

Members Absent: Treasurer Sarah Nuttall, Board Member Heidi Steenstra

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### **1. Call to Order**

President Tom Hodges called the meeting to order at 6:02 p.m. in the Council Chamber at 437 Old Mammoth Road, Suite Z, Mammoth Lakes. Board Member Brian D'Andrea participated in the meeting remotely from the following address: 13712 Roseburn Ave, Hawthorne, CA 90250.

### **2. Public Comments**

Mammoth Lakes Chamber of Commerce (MLCC) Interim Director David Eichman provided an update on Chamber activities. Mr. Eichman announced that there would be a Non-profit Coalition Mixer on June 3<sup>rd</sup> at the Mono Arts Council (MAC) Center at 5:00 p.m. and this month's Business After Hours in partnership with Mammoth Lakes Tourism (MLT) and Visit California would take place on June

24<sup>th</sup> at the Welcome Center at 5:00 p.m. He also provided an update on the 4th of July Parade and announced that High Country Lumber (HCL) would be the Lead Sponsor and that Chris Benchetler and Kimmy Fasani would serve as the Grand Marshals. He said float registration had launched and that their goal was to have fifty-five floats in the parade this year.

### **3. Consent Agenda**

Moved by Board Member Jennifer Kreitz  
Seconded by Board Member Amanda Rice

Approve the Consent Agenda.

For (6): President Tom Hodges, Vice President Lindsay Barksdale, Board Member Kirk Stapp, Board Member Jennifer Kreitz, Board Member Brian D'Andrea, and Board Member Amanda Rice

Absent (2): Treasurer Sarah Nuttall, and Board Member Heidi Steenstra

Carried (6 to 0)

### **3.1 Approval of the Minutes from the May 5, 2025 Regular Board Meeting**

### **4. Policy Matters**

#### **4.1 The Board will review and consider adoption of the budget for Fiscal Year 2025-26**

Charter Impact Director of Finance Chris Fisher provided an update on the steps they had taken to support ESCH and said that they had been working with ESCH's prior accounting firm and auditor regarding discrepancies so they could provide an accurate financial statement at a future meeting.

Executive Director Patricia Robertson outlined the information in the budget reports.

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

Moved by Board Member Jennifer Kreitz  
Seconded by Vice President Lindsay Barksdale



Approve the Fiscal Year 2025-26 Budget with the modifications discussed and bring back the revised version to the July 7th Board meeting for adoption.

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

Against (1): Board Member Amanda Rice

Absent (2): Treasurer Sarah Nuttall, and Board Member Heidi Steenstra

Carried (5 to 1)

**4.2 The Board will receive an introduction to Leslie Carrillo, the 2025-26 CA Coalition for Rural Housing intern**

Executive Director Patricia Robertson introduced new California Coalition for Rural Housing 2025/26 Intern Leslie Carrillo and spoke about some of the projects Ms. Carrillo would be working on.

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

**4.3 The Board will receive an update on current housing development projects**

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

Town of Mammoth Lakes (TOML) Community and Economic Development Director Nolan Bobroff provided information regarding the Town's use of a lottery format for selecting tenants for affordable housing units.

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

**4.4 The Board will receive the 2024 Annual Report**

Executive Director Patricia Robertson outlined the information in the 2024 Annual Report.

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

**4.5 The Board will receive an update on other programs**

Executive Director Patricia Robertson and Housing Navigator Jerrett Mendez provided an update on current ESCH projects, programs, and activities. Ms. Robertson announced that the TOML Contract Committee would meet with the Town on June 19<sup>th</sup> to discuss the contract.

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

**5. Committee Reports**

President Tom Hodges reported that the TOML Contract Committee had a meeting scheduled with the Town in a couple of weeks and said that he hoped they would get closer to a final draft of ESCH's contract with the Town.

Board Member Brian D'Andrea reported that the Development Committee continued to meet to support Executive Director Patricia Robertson and the team on the active construction projects.

**6. Board Member Reports**

President Tom Hodges said that he had recently attended a public meeting at the Business Resource Center for the Silver Peaks project in Bishop. President Hodges said that he met with Assemblyman David Tangipa on Memorial Day weekend to discuss affordable housing, wildfire risks and mitigations, fire insurance, and the Cal Fair Plan.

There was discussion among members of the Board.

**7. CLOSED SESSION**

President Tom Hodges called a recess at 8:20 p.m.

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

The Board entered Closed Session at 8:24 p.m.

The Board returned from Closed Session at 8:58 p.m. and announced that no reportable action was taken.

**8. Adjourn**

The meeting was adjourned at 8:59 p.m. to the next regular Board Meeting scheduled to be held on July 7, 2025.

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Angela Plaisted, Assistant Clerk  
Town of Mammoth Lakes

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Patricia Robertson, Secretary  
Mammoth Lakes Housing, Inc.

# Eastern Sierra Community Housing

Proposed Budget FY26

## Consolidated Eastern Sierra Community Housing

Annual Forecast FY26

Revised 7/3/2025



	Mammoth Lakes Housing, Inc	Sierra Housing Advocates, LLC	Innsbruck Lodge Affordable Housing, LLC	Access Apartments Affordable Housing, LLC	Consolidated
<b>Revenues</b>					
Town Contract Services	336,000	-	-	-	336,000
Mono County Housing Navigator Services	175,000	-	-	-	175,000
Alpine County Housing Navigator Services	125,000	-	-	-	125,000
Property Management Fees	67,442	-	-	-	67,442
Contract Income - Other	32,440	-	-	-	32,440
MMSA Contribution	10,500	-	-	-	10,500
Chipln Business Program	6,456	-	-	-	6,456
Interest Income	13,193	-	-	-	13,193
Fundraising	-	-	-	-	-
Grant Revenue	10,500	-	25,000	-	35,500
Development Funding	-	-	-	2,000,000	2,000,000
Parking Revenue	-	-	12,000	-	12,000
Laundry Revenue	-	-	3,600	500	4,100
Garage Rent	-	-	-	10,000	10,000
Deferred Development Fees	45,000	-	-	-	45,000
Misc. Revenue	-	-	-	-	-
<b>Rental Income</b>					
Rental Income	54,900	-	-	220,000	274,900
Vacancy (5%)	(1,098)	-	(8,115)	(4,400)	(13,613)
ESG	-	-	67,830	-	67,830
Mono County	-	-	16,200	-	16,200
Inyo County	-	-	950	-	950
Alpine County	-	-	11,780	-	11,780
Continium of care	-	-	34,675	-	34,675
Tenant Paid	-	-	31,425	-	31,425
Other	-	-	-	-	-
<b>Total Revenue</b>	<b>875,332</b>	<b>-</b>	<b>195,345</b>	<b>2,226,100</b>	<b>3,296,777</b>
<b>Expenses</b>					
<b>Personnel</b>					
Salaries - Program	336,069	-	-	-	336,069
OASDI/Medicare	23,654	-	-	-	23,654
Health and Welfare Benefits	52,388	-	-	-	52,388
State Unemp. Insurance	2,598	-	-	-	2,598
Workers Comp	12,368	-	-	-	12,368
Retirement Plan	18,552	-	-	-	18,552
	<b>445,627</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>445,627</b>
<b>Program Expense</b>					
Deed Restriction Retention - Town	10,000	10,000	-	-	20,000
Legal Aid	25,000	-	-	-	25,000
Unicorporated Mono County	10,000	-	-	-	10,000
Birch Creek Net Operating Income	-	5,849	-	-	5,849
	<b>45,000</b>	<b>15,849</b>	<b>-</b>	<b>-</b>	<b>60,849</b>
<b>Property Expenses</b>					
Annual Capital Reserve Contribution	16,796	-	16,000	37,400	70,196
Supportive Services	-	-	13,000	-	13,000
HOA	-	-	-	-	-
Monitoring Fees	-	-	-	3,000	3,000
Utilities	9,787	-	-	16,800	26,587
Electric	-	-	12,100	-	12,100
Gas	-	-	70,380	-	70,380
Internet	-	-	9,000	-	9,000
Water	-	-	23,750	-	23,750
Trash	-	-	13,200	-	13,200
Snow Remvoal	-	-	10,000	-	10,000
Property Tax	239	-	360	2,200	2,799
Insurance	14,000	-	25,551	25,000	64,551
Asset Management Fee	5,000	-	2,500	4,167	11,667
Miscellaneous (repairs etc)	2,000	-	5,000	5,000	12,000
Management fee (15%)	7,799	-	14,976	33,000	55,775
Deferred Development Fees	-	-	-	45,000	45,000
	<b>55,621</b>	<b>-</b>	<b>215,817</b>	<b>171,567</b>	<b>443,005</b>
<b>Professional Fees</b>					
Marketing	13,900	-	550	550	15,000
IT	4,000	-	-	-	4,000
Consulting - Other	73,760	-	-	-	73,760
Interpreter Services	600	-	-	-	600
Accounting and Audit	50,000	6,061	24,242	19,697	100,000
Legal Fees	16,000	-	5,000	3,000	24,000
General Contractor	-	-	-	2,000,000	2,000,000
Predevelopment Expense	25,000	-	-	-	25,000
	<b>183,260</b>	<b>6,061</b>	<b>29,792</b>	<b>2,023,247</b>	<b>2,242,360</b>
<b>Facilities</b>					
HOA Fees	8,436	-	-	-	8,436
Interest	2,600	-	-	-	2,600
Taxes-Facilities	565	-	-	-	565
Repair and Maint-Facilities	500	-	-	-	500
Utilities-Facilities	9,500	-	-	-	9,500
	<b>21,601</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>21,601</b>
<b>Insurance</b>					
GL Office	4,410	-	-	-	4,410
D&O	1,260	-	-	-	1,260
Professional	9,240	-	-	-	9,240
	<b>14,910</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>14,910</b>
<b>Travel and Training</b>					
Travel	11,250	-	-	-	11,250
Continuing Education	3,750	-	-	-	3,750
	<b>15,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15,000</b>
<b>General and Administrative</b>					
Board Expenses	4,400	-	-	-	4,400
Depreciation Expense	6,621	-	-	-	6,621
Dues and Subscriptions	11,500	780	780	-	13,060
Payroll Processing Fees	3,600	-	-	-	3,600
Office Supplies	10,500	-	-	-	10,500
Postage and Shipping	1,200	-	-	-	1,200
Taxes and Licenses	450	-	800	800	2,050

Telephone	8,700	-	-	-	8,700
Internet	1,800	-	-	-	1,800
	<u>48,771</u>	<u>780</u>	<u>1,580</u>	<u>800</u>	<u>51,931</u>
<b>Total Expenses</b>	<u>829,790</u>	<u>22,690</u>	<u>247,189</u>	<u>2,195,614</u>	<u>3,295,283</u>
<b>Net Income</b>	<u>45,542</u>	<u>(22,690)</u>	<u>(51,844)</u>	<u>30,486</u>	<u>1,495</u>



		Annual Forecast	FY25 Budget	Variance %
Revenues				
	Town Contract Services	336,000	336,000	0%
	Mono County Housing Navigator Services	175,000	100,000	43%
	Alpine County Housing Navigator Services	125,000	50,000	60%
	Property Management Fees	67,442	13,072	81%
	Contract Income - Other	32,440	14,700	55%
	MMSA Contribution	10,500	-	100%
	ChipIn Business Program	6,456	-	100%
	Interest Income	13,193	-	100%
	Grant Administration	-	14,500	N/A
	Fundraising	10,500	1,000	90%
	Rental Income (STAR Apartments)	54,900	-	100%
	Vacancy (2%)	(1,098)	-	100%
	Deferred Development Fees (Access)	45,000	-	100%
	Other Revenue	-	100,552	N/A
Total Revenue		875,332	629,824	28%
Expenses				
Personnel				
	Salaries - Program	336,069	355,945	-6%
	OASDI/Medicare	23,654	29,488	-25%
	Health and Welfare Benefits	52,388	41,600	21%
	State Unemp. Insurance	2,598		100%
	Workers Comp	12,368		100%
	Retirement Plan	18,552		100%
		445,627	427,033	4%
Program Expense				
	Deed Restriction Retention - Town	10,000		100%
	Legal Aid	25,000		100%
	Unincorporated Mono County	10,000		100%
		45,000		100%
Professional Fees				
	Marketing	13,900	5,500	60%
	IT	4,000	4,000	0%
	Consulting - Other	73,760	40,000	46%
	Interpreter Services	600	600	0%
	Accounting and Audit	50,000	32,800	34%
	Legal Fees	16,000	16,000	0%
	Predevelopment Expenses	25,000		100%
		183,260	98,900	46%
Facilities				
	HOA Fees	8,436	6,864	19%
	Interest	2,600	2,600	0%
	Property Taxes	565	575	-2%
	Repair and Maint-Facilities	500	500	0%
	Utilities-Facilities	9,500	9,400	1%
		21,601	19,939	8%
Insurance				
	GL Office	4,410	4,128	6%
	D&O	1,260	1,143	9%
	Professional	9,240	8,637	7%
		14,910	13,908	7%
Travel and Training				
	Travel	11,250		100%
	Continuing Education	3,750		100%
		15,000	15,000	0%
General and Administrative				
	Board Development	4,400	4,200	5%
	Dues and Subscriptions	11,500	11,370	1%
	Payroll Processing Fees	3,600	1,500	58%
	Office Supplies	10,500	10,200	3%
	Postage and Shipping	1,200	1,000	17%
	Taxes and Licenses	450	450	0%
	Telephone	8,700		100%
	Internet	1,800		100%
	Depreciation	6,621	6,621	0%
	Other Expenses	-	1,500	N/A
		48,771	36,841	24%
Total Expenses		774,169	611,621	21%
Net Operating Income		101,163	18,203	82%
Other Income				
	Rental Income (STAR Apartments)			
	Vacancy (2%)			
	Deferred Development Fees (Access)			
Total Other Income			-	
Other Expense				
	Annual Capital Reserve Contribution	16,796		100%
	Utilities	9,787		100%
	Property Tax	239		100%
	Insurance	14,000		100%
	Asset Management Fee	5,000		100%
	Miscellaneous (repairs etc)	2,000		100%
	Management fee (15%)	7,799		100%
Total Other Expense		55,621	-	100%



	Annual Forecast	FY25 Budget	Variance %
Net Other Income	(55,621)	-	100%
Net Income	45,542	18,203	60%



Sierra Housing Advocates, LLC

Annual Forecast FY26  
Revised 7/3/2025



		Annual Forecast	FY25 Budget	Variance %
Revenues				
	Misc. Revenue	-		
Total Revenue		-	-	-
Expenses				
Property Expenses				
	HOA			-
	Property Tax			-
	Insurance			
	Miscellaneous (repairs etc)			-
		-	-	-
Program Expenses				
	Deed Restriction Retention - Town	10,000	10,000	-
		10,000	10,000	0%
Professional Services				
	Accounting and Audit	6,061		
		6,061	-	N/A
General and Administrative				
	Dues and Subscriptions	780	-	
		780	-	-
Total Expenses		16,841	10,000	41%
Net Operating Income		(16,841)	(10,000)	0
Other Revenue				
	Rental Income (Birch Creek)	18,600	-	
Total Other Revenue		(930)	-	
		17,670	-	100%
Other Expense				
	HOA	6,600	6,600	
	Property Tax	419	419	
	Insurance	1,500		
	Miscellaneous (repairs etc)	15,000	15,000	
	Annual Capital Reserve Contribution			
	Asset Management Fee			
	Management fee			
Total Other Expenses		23,519	22,019	6%
Net Other Income		(5,849)	(22,019)	-276%
Net Income		(22,690)	(32,019)	-41%

Innsbruck Lodge Affordable Housing, LLC

Annual Forecast FY26

Revised 7/3/2025



		Annual Forecast
Revenues		
	Grant Revenue	25,000
	Parking Revenue	12,000
	Laundry Revenue	3,600
Rental Income		
	Vacancy (5%)	(8,115)
	ESG	67,830
	Mono County	16,200
	Inyo County	950
	Alpine County	11,780
	Continium of care	34,675
	Tenant Paid	31,425
	Other	-
Total Revenue		195,345
Expenses		
Property Expenses		
	Annual Capital Reserve Contribution	16,000
	Supportive Services	13,000
	Electric	12,100
	Gas	70,380
	Internet	9,000
	Water	23,750
	Trash	13,200
	Snow Removal	10,000
	Property Tax	360
	Insurance	25,551
	Asset Management Fee	2,500
	Miscellaneous (repairs etc)	5,000
	Management fee	14,976
		215,817
Professional Fees		
	Marketing	550
	Accounting and Audit	24,242
	Legal Fees	5,000
		29,792
General and Administrative		
	Dues and Subscriptions	780
	Taxes and Licenses	800
	Depreciation	-
		1,580
Total Expenses		247,189
Net Income		(51,844)

## Access Apartments Affordable Housing, LLC

Annual Forecast FY26

Revised 7/3/2025



		Annual Forecast
<b>Revenues</b>		
	Development Funding	2,000,000
	Rental Income	220,000
	Garage Rent	10,000
	Laundry Revenue	500
	Vacancy (2%)	(4,400)
<b>Total Revenue</b>		<b>2,226,100</b>
<b>Expenses</b>		
<b>Property Expenses</b>		
	Annual Capital Reserve Contribution	37,400
	Monitoring Fees	3,000
	Utilities	16,800
	Property Tax	2,200
	Insurance	25,000
	Asset Management Fee	4,167
	Miscellaneous (repairs etc)	5,000
	Management fee (15%)	33,000
	Deferred Development Fees	45,000
		<b>171,567</b>
<b>Professional Fees</b>		
	Marketing	550
	Accounting and Audit	19,697
	Legal Fees	3,000
	General Contractor	2,000,000
		<b>2,023,247</b>
<b>General and Administrative</b>		
	Taxes and Licenses	800
	Depreciation	-
		<b>800</b>
<b>Total Expenses</b>		<b>2,195,614</b>
<b>Net Income</b>		<b>30,486</b>

**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 mission 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 qualified legal services provider that provides legal services related to housing law, 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. 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 listed in Ex. B. ESCH agrees to refer all potentially eligible clients to CILS for evaluation and determination of eligibility.

**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). If ESCH fails to receive this funding from Mono County Department of Social Services, 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. CILS shall additionally be entitled to reimbursement for other direct costs such as travel (at the Federal GAA rate).

**Section 7. Invoices.** CILS shall submit to ESCH a monthly statement, summarizing the services rendered while maintaining client confidentiality, costs and expenses incurred, and the disbursements for which reimbursement is sought

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). CILS agrees and acknowledges that ESCH shall have no liability for services provided by CILS under this agreement in excess of the maximum billing amount under this Agreement (as such may be amended in writing executed by both parties).

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.

**Section 8. Reporting Requirements.** On a quarterly basis, CILS shall submit program reports detailing quarterly activities, the number of cases opened and closed, 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, express delivery by a delivery service such as Federal Express, or by electronic mail (email). 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  
Email: [Patricia@eschousing.org](mailto:Patricia@eschousing.org)

**FOR CILS:** California Indian Legal Services  
P.O. Box 1167  
Sacramento, CA 95812  
ATTN: Heather Hostler, Executive Director  
Email: [Hhostler@calindian.org](mailto:Hhostler@calindian.org)  
If notice sent by email, please also copy Mike Godbe, CILS Eastern Office  
Directing Attorney: [mgodbe@calindian.org](mailto:mgodbe@calindian.org)

**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

**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 &amp; 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><b>HDAP</b></p> <ul style="list-style-type: none"><li>• Targets individuals who are experiencing homelessness and are likely eligible for disability benefits</li><li>• “Chronically homeless” and “homeless” are defined in accordance with 24 C.F.R. § 91.5.</li><li>• Program should prioritize individuals or families experiencing chronic homelessness or homelessness and rely most heavily on government-funded services</li></ul> <p><b>BFS</b></p> <ul style="list-style-type: none"><li>• Targets families involved with the child welfare system who are experiencing, or at risk of, experiencing homelessness</li><li>• “Homelessness” is defined in Cal. Welfare and Institutions Code § 16523</li><li>• Program should prioritize child-welfare involved families</li></ul>

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

**Amendment I**

**ORIGINAL CONTRACT # CC2022-41**

Agreement between the County of Alpine and Eastern Sierra Housing for the provision of  
Housing Navigator Services

THIS FIRST AMENDMENT is entered into this 1<sup>st</sup> day of July, 2025 by and between the  
COUNTY OF ALPINE, a political subdivision of the State of California ("County"), and  
MAMMOTH LAKES HOUSING, INC. ("Contractor").

Recitals

Contract CC2022-41 was entered into on July 1, 2022 which is marked Exhibit A, attached to  
this Amendment and incorporated herein by this reference.

Amendment

Contract CC2022-41 is hereby amended as follows:

Section XV. TERM OF AGREEMENT is amended as follows:

The term of this Agreement shall be from July 1, 2025 to June 30, 2028.

Section #V. MAXIMUM COST TO COUNTY is amended as follows:

Not to exceed the maximum sum of ONE HUNDRED TWENTY-FIVE  
THOUSAND (\$125,000) annually including direct non-salary expenses.

All other terms and conditions of CC2022-41 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and  
year first above written.

**COUNTY OF ALPINE**

By: \_\_\_\_\_  
Charles Dobson, Chairperson

*Attest:*

By: \_\_\_\_\_  
Teola L. Tremayne, County Clerk  
and ex-officio Clerk to the  
Board of Supervisors

**EASTERN SIERRA HOUSING**

By: \_\_\_\_\_  
Patricia Robertson, Executive Director

*Approved as to Form:*

By: \_\_\_\_\_  
Melissa Shaw, Assistant County Counsel

SERVICES CONTRACT  
COUNTY OF ALPINE  
AND  
MAMMOTH LAKES HOUSING  
FOR THE PROVISION OF HOUSING NAVIGATOR SERVICES

THIS SERVICES CONTRACT ("Contract") is made and entered into this 16th day of August 2022, by and between the COUNTY OF ALPINE (hereinafter referred to as "County"), and MAMMOTH LAKES HOUSING, INC., a California nonprofit public benefit corporation, (hereinafter referred to as "Contractor"). County and Contractor are individually referred to as a "Party," and collectively referred to as "the Parties."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: Housing Navigator

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

- I. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Exhibit "A" attached hereto and by this reference made a part hereof.
- II. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this Contract or services but have not been included in the scope of the services listed in Paragraph I above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:
  - A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.
  - B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this Contract.
- III. COUNTY FURNISHED SERVICES: The County agrees to:
  - A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
  - B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services rendered by Contractor and as set forth in Exhibit "A".

- C. Make available all pertinent data and records for review.
- IV. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit "B" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of this Contract.
- V. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) annually, including direct non-salary expenses, for a total contract amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000)
- VI. PAYMENT: Total payments to Contractor for services provided to County under the terms of this Contract from the period of July 1, 2022 through June 30, 2025 shall not exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000) or ONE HUNDRED THOUSAND DOLLARS (\$100,000) per fiscal year. The County shall make up to six FIFTY THOUSAND DOLLARS (\$50,000) payments to Contractor, which amounts shall be used solely towards County's payments of Contractor's monthly invoices until such time that the funds from each FIFTY THOUSAND DOLLARS (\$50,000) advance payment are exhausted. No more than two FIFTY THOUSAND DOLLARS (\$50,000) payments shall be made within any twelve (12) month period. In the event this Contract is terminated by either party, Contractor shall return to County all unused funds remaining from all of the County's advance payments within thirty (30) days of such termination. At the end of the contract period Contractor shall return to County all unused funds remaining from County's advance payments by July 31, 2025.

With respect to any additional services provided under this Contract as specified in paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit "B".

Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.



Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to contractor.

- VII. **CONTRACT PERFORMANCE TIME:** All the work required by this Contract shall be completed and ready for acceptance no later than **June 30, 2025**. Time is of the essence with respect to this Contract.
- VIII. **INSURANCE:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy [Insurance Services Office Form CG 00 01] covering CGL on an occurrence basis, including products and completed operations, property damage bodily injury and personal & advertising injury with limits in the amount of \$ 1,000,000, and a general aggregate limit of \$2,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Alpine County  
PO Box 158  
Markleeville, CA 96120

- B. Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9).

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on

behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Alpine County  
PO Box 158  
Markleeville, CA 96120

- C. The Contractor shall be required to carry Professional Errors and Omissions Liability Insurance coverage in the amount of \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

The insurer shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- IX. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake

self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease, shall be provided to County prior to commencement of work, or a signed County Workers' Compensation Exemption form.

- X. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
- XI. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the County during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XII. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.
- XIII. **LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
- XIV. **BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least five (5) years from the completion of this contract. Subject to at least forty-eight (48) hours prior written notice from County, Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling five percent (5%) or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any

other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

- XV. TERM OF AGREEMENT: This Contract shall commence on July 1, 2022 and shall terminate on June 30, 2025.
- XVI. CONFIDENTIALITY: All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program. Disclosure of such information or records may be made by Contractor only with the express written consent of County. Both parties shall comply with State and Federal requirements regarding confidential information.
- XVII. TITLE: It is understood that any and all documents, information, computer disk, and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing, computer disk, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.
- XVIII. TERMINATION:
- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved. Upon such termination of default, County will pay Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of the termination.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by the force majeure events of war; acts of terrorism; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; pandemics; quarantine restrictions; government restrictions on operation, freight embargoes or lack of transportation; weather-caused delays; inability to secure necessary labor, materials, or tools; delays of any contractors, subcontractor or supplier; or other forces over which the Contractor has no control.

- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of Termination shall be by written notice to the other Party and be sent by the method outlined in Paragraph XXVI.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.
- XIX. **WAIVER OF DEFAULT.** Waiver of any default by either party to this Contract shall not be deemed to be waiver of a subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Contract unless this Contract is modified as provide in Paragraph XXI.
- XX. **RELATIONSHIP BETWEEN THE PARTIES:** It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.
- XXI. **AMENDMENT:** This Contract may be amended or modified only by written agreement of all parties.
- XXII. **ASSIGNMENT OF PERSONNEL:** The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.
- XXIII. **JURISDICTION AND VENUE:** This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in ALPINE County, California.
- XXIV. **INDEMNIFICATION:** Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence, recklessness or willful acts.
- XXV. **ATTORNEY'S FEES:** If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration,

declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

- XXVI. NOTICES: Notices to terminate, change or otherwise provide notice as provided in this Contract shall be sufficiently given if and will not be deemed given unless dispatched by: (1) USPS certified mail, postage prepaid, return receipt requested; (b) delivered by express delivery service with a delivery receipt; or (3) delivered personally with a delivery receipt, at the locations indicated below.

Notices shall be given to County at the following location:

***Alpine County Health & Human Services Department  
75A Diamond Valley Rd.  
Markleeville, CA 96120***

Notices shall be given to Contractor at the following address:


***Mammoth Lakes Housing  
Executive Director  
587 Old Mammoth Lakes Rd. #4  
Mammoth, CA 93546***

- XXVII. SEVERABILITY. If any portion of this Contract or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it found in contravention of any federal, state or county statute, ordinance, or regulation, then the remaining provisions of this Contract, or the application thereof, shall be not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions in the Contract are severable.
- XXVIII. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Contract may be executed in multiple 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. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and shall be valid, binding and enforceable.
- XXIX. ENTIRE AGREEMENT. This Contract 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

have 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 WHEREOF, the parties hereunto have executed this Contract on the date written below.

**COUNTY OF ALPINE:**

By  \_\_\_\_\_

David Griffith, Chairman

Alpine County Board of Supervisors

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

**Attest:**



Teola Tremayne, County Clerk and ex-officio Clerk to the Board of Supervisors  
By: Patricia Griffin, Asst. County Clerk

**MAMMOTH LAKES HOUSING:**

By *Patricia Robertson* \_\_\_\_\_

Patricia Robertson, Executive Director

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

**Approved as to form:**

*James Jones*

\_\_\_\_\_  
Jim Jones  
Interim County Counsel

EXHIBIT "A"

HOUSING NAVIGATOR SERVICES



CONTRACTOR will serve as a strategic partner to COUNTY in the delivery of housing navigation services for three programs with similar housing navigation needs. COUNTY will use a portion of their Housing & Disability Advocacy Program (HDAP), Home Safe and Whole Person Care (WPC) funding allocations to fund a Housing Navigator position to work in collaboration with Alpine County Departments and other housing and homelessness prevention partners across Alpine County.

CONTRACTOR will hire at least 1.0 FTE Housing Navigator to be funded 80% by COUNTY and 20% by CONTRACTOR to assist in identifying and serving clients under HDAP, WPC 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 crowded 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 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. The Navigator will identify support needed to accomplish the outline goals and objectives (i.e. 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 growth and improvement.



**EXHIBIT "B"**  
**ANNUAL BUDGET**

PERSONNEL EXPENSE	POSITION	COUNTY 80%	MLH 20%	TOTAL COST
Salaries & Benefits	Executive Director	\$10,150	\$2,538	\$12,688
Salaries & Benefits	Housing Navigator 1.0 F.T.E	\$74,430	\$18,608	\$93,038
Total Personnel Expenses		\$84,580	\$21,146	\$105,726
OPERATING EXPENSE	Description			
Services & Supplies	Cell phone	\$1,440	\$0	\$1,440
	Computer	\$1,200	\$200	\$1,400
Training & Travel Expenses	Mileage	\$2,762	\$0	\$2,262
	Per Diem	\$600	\$0	\$600
	Hotel	\$960	\$240	\$1,200
In-Direct 10% of personnel		\$8,458	\$2,009	\$10,467
Total Operating Expense		\$15,420	\$2,449	\$17,869
TOTAL EXPENSES		\$100,000	\$23,595	\$123,595

# CC2022-41 Mammoth Lakes Housing Navigator Contract (Alpine County)

Final Audit Report

2022-08-24

Created:	2022-08-17
By:	PJ Griffin (pjgriffin@alpinecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdGuNVaveG-Vn6pMt3dKCPGNUMCNEQNpIO

## "CC2022-41 Mammoth Lakes Housing Navigator Contract (Alpine County)" History



Document created by PJ Griffin (pjgriffin@alpinecountyca.gov)

2022-08-17 - 6:42:42 PM GMT



Document emailed to patricia@mammothlakeshousing.org for signature

2022-08-17 - 6:43:20 PM GMT



Email viewed by patricia@mammothlakeshousing.org

2022-08-23 - 11:54:54 PM GMT



Signer patricia@mammothlakeshousing.org entered name at signing as Patricia Robertson

2022-08-23 - 11:55:25 PM GMT



Document e-signed by Patricia Robertson (patricia@mammothlakeshousing.org)

Signature Date: 2022-08-23 - 11:55:27 PM GMT - Time Source: server



Document emailed to jjones@alpinecountyca.gov for signature

2022-08-23 - 11:55:29 PM GMT



Email viewed by jjones@alpinecountyca.gov

2022-08-24 - 1:27:54 AM GMT



Signer jjones@alpinecountyca.gov entered name at signing as James Jones

2022-08-24 - 3:55:10 PM GMT



Document e-signed by James Jones (jjones@alpinecountyca.gov)

Signature Date: 2022-08-24 - 3:55:12 PM GMT - Time Source: server




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2022-08-24 - 3:55:14 PM GMT




**Adobe Acrobat Sign**

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2022-08-24 - 4:07:01 PM GMT

 Signer dgriffith.9@gmail.com entered name at signing as David Griffith


2022-08-24 - 4:09:56 PM GMT

 Document e-signed by David Griffith (dgriffith.9@gmail.com)

Signature Date: 2022-08-24 - 4:09:58 PM GMT - Time Source: server

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2022-08-24 - 4:10:00 PM GMT

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2022-08-24 - 4:48:55 PM GMT

 Document e-signed by PJ Griffin (pjgriffin@alpinecountyca.gov)

Signature Date: 2022-08-24 - 4:49:01 PM GMT - Time Source: server

 Agreement completed.

2022-08-24 - 4:49:01 PM GMT



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sustainable community.*

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## **STAFF REPORT**

Subject: ED Work Program update

Presented by: Patricia Robertson, Executive Director

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## **ONGOING**

Staff management

- Office clean-up day! 7/2

- Photo wall

- New lightbulbs, patch holes, mop, etc.

Program/contract management

Financial oversight

- Payroll / system switch over

- AP submittal and approval

- AR – invoicing process set up

- Financials – quarterly reports

Insurance renewals

## **ED PRIORITIES – WORK PROGRAM**

Annual budget, end of year actuals, audit prep

Town contract negotiations, committee meetings, data analysis, etc.

Hiring Navigator

Board member vacancy

Access Grand Opening – August (TBD)

Access Lease-Up and Marketing – lottery process

- Advertising

- Call waitlist

- Applications due 8/15

Town-FTHB programs

- 2 units for sale

- 4 clients in process

- Joaquin units / lottery

**OVERSIGHT**

Property Management – PM Manager and Navigator

Innsbruck Lodge – 15 units

Star – 4 units (vacancy / lease up)

Birch Creek – 1 unit (tenant issues)

Access – 13 units

TOTAL = 33 units

Annual Report mailing – intern

Rental Application back-log – intern

Grant oversight – ESG, CalHome

Upcoming –

FTHB client files – intern

Old filing – intern

**NEW CONSTRUCTION PROJECTS**

Access – billing

SCE issues / scheduling

Predevelopment invoices – intern – completed!

Welfare exemption follow up

Grand Opening

Innsbruck

Rents – Navigator

Vacancy lease up – Navigator

Valley

Budget analysis – intern

Follow up – architects

Follow up – HCD



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## **STAFF REPORT**

Subject: Committee Reports

Presented by: Various Committee Members

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

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Subject:

**Board Member Reports**

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

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