



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

STAFF REPORT

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

Presented by: Patricia Robertson, Executive Director

BACKGROUND

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

In June, the Board approved a similar contract with Mono County.

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

MLH staff has been undergoing a recruitment effort and has held numerous interviews to fill the Housing Navigator positions. Recruitment is ongoing.

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

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

This item is specifically related to the contract with Alpine County. The Alpine County Board of Supervisors approved this contract at their August 16th meeting.

ANALYSIS

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

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

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

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

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

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

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

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

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

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

FINANCIAL ANALYSIS

The Agreement with Alpine County Social Services is a total of \$300,000 for a period of three years for an 80% FTE.

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

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

RECOMMENDATION

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

This Agreement has been reviewed by MLH legal counsel.

ATTACHMENTS:

1. Proposed MOU between Mammoth Lakes Housing and Alpine County

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 \$ 2,000,000, and a general aggregate limit of \$4,000,000.

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 \$2,000,000 per occurrence or claim, \$4,000,000 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 June 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, Executive Director

Date: _____

Approved as to form:

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 one 80% FTE Housing Navigator 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	\$2,340	N/A	\$1,440
	Computer	\$800	\$200	\$1,000
Training & Travel Expenses	Mileage	\$2,262	N/A	\$2,262
	Per Diem	\$600	N/A	\$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