

MEMORANDUM OF UNDERSTANDING AMONG THE COUNTY OF INYO,
THE COUNTY OF MONO, THE TOWN OF MAMMOTH LAKES, AND THE
CITY OF BISHOP AUTHORIZING THE COUNTY OF INYO TO ENTER INTO AND ADMINISTER A CONTRACT
FOR THE PREPARATION OF A REGIONAL HOUSING NEEDS ASSESSMENT AND ACTION PLAN AND
PROVIDING FOR RIEMBURESEMENT TO THE COUNTY OF INYO FOR THE COST THEREOF

WHEREAS, the County of Inyo (Inyo), the County of Mono (Mono), the Town of Mammoth Lakes (Mammoth) and the City of Bishop (Bishop), in order to address the need for adequate housing in the region, determined that it will be beneficial to prepare an assessment of the region's housing needs and resources and an action plan for addressing those needs; and

WHEREAS, pursuant to that determination, a staff committee from Inyo, Mono, Mammoth, and Bishop prepared, approved, and distributed a Request for Proposals in order to solicit and ultimately retain the services of a consultant to prepare such a regional housing needs assessment; and

WHEREAS, the staff committee from Inyo, Mono, Mammoth, and Bishop subsequently selected, from among the respondents to the RFP, the firm of XXX of XXXX, to prepare the regional housing needs assessment; and

WHEREAS, in the interest of simplification and time savings, Inyo offered to prepare, enter into, and administer the contract with XXXX for the preparation of the Regional Housing Needs Assessment and Action Plan, contingent upon each of the other jurisdictions reimbursing Inyo for their respective shares of the cost of the XXXX contract; and

WHEREAS, the parties to this Memorandum of Understanding, wish to memorialize the above-described arrangement.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED by the parties to this MOU that:

- 1) Inyo shall negotiate, prepare, and enter into a contract with XXXX for the preparation of a Regional Housing Needs Assessment and Action Plan; said contract shall, to the degree practicable, require that the needs assessment be completed in accordance with, and include the terms of, the Request for Proposals; the contract will be for a not-to-exceed amount of XXXX.
- 2) Inyo shall be responsible for administering all aspects of the contract with XXXX, and shall have the authority to do so, both generally and in accordance with its terms, except that it shall not terminate the contract without first consulting with representatives from the other four jurisdictions; and
- 3) Upon Inyo's approval of an invoice submitted to it by XXX, Inyo shall pay XXXX for services and work performed pursuant to the Inyo-XXX contract. Inyo will then submit invoices to Mono, Mammoth, and the City of Bishop, along with copies of the invoices and description of work performed. The invoices will request payment from Mono, Mammoth, and Bishop for the invoice in proportion to those entities funding commitments for the Regional Housing Needs Assessment and Action Plan, (each jurisdiction shall pay 25% of each invoice). Mono, Mammoth,

and Bishop shall remit payment to Inyo for the invoiced amounts within 30 days of their receipt of the invoice.

- 4) The four jurisdictions shall, no less frequently than monthly during the term of the Inyo-XXX contract, meet to discuss the status of the Regional Housing Needs Assessment and Action Plan and review any interim deliverables produced by XXXX.
- 5) Upon completion and delivery, all four jurisdictions shall receive a copy of the Regional Housing Needs Assessment and Action Plan.

WHEREFORE, by the signatures of their authorized representatives appearing below, Inyo, Mono, Mammoth, and Bishop agree to perform and be bound by the terms of this Memorandum of Understanding.

The County of Inyo

By: _____
Chairman of the Board of Supervisors

Dated: _____

Approved as to form and legality:

By: _____
County Counsel for County of Inyo

Dated: _____

Approved as to accounting form:

By: _____
County Auditor for County of Inyo

Dated: _____

The County of Mono

By: _____
Chairman of the Board of Supervisors

Dated: _____

Approved as to form and legality:

By: _____
County Counsel for County of Mono

Dated: _____

The Town of Mammoth Lakes

By: _____
Mayor

Dated: _____

Approved as to form and legality:

By: _____
Attorney for the Town of Mammoth Lakes

Dated: _____

The City of Bishop

By: _____
Mayor

Dated: _____

Approved as to form and legality:

By: _____
Attorney for the City of Bishop

Dated: _____