

Attachment A

MEMORANDUM OF UNDERSTANDING AMONG THE COUNTY OF INYO,
THE COUNTY OF MONO, THE TOWN OF MAMMOTH LAKES, THE
CITY OF BISHOP AND THE EASTERN SIERRA COUNCIL OF GOVERNMENTS 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 REIMBURSEMENT 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) the City of Bishop (Bishop), and the Eastern Sierra Council of Governments (ESCOG), 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, Bishop, and ESCOG 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, Mono has an existing contract with a firm known as SMR Development to provide expert guidance and extra capacity to support Housing initiatives; and

WHEREAS, the staff committee from Inyo, Mono, Mammoth, Bishop, and ESCOG utilized Mono's contract with SMR Development to support preparation, distribution, and evaluation of the Request for Proposals to prepare the regional housing needs assessment; and

WHEREAS, the staff committee from Inyo, Mono, Mammoth, Bishop, and ESCOG, working with SMR Development, subsequently selected, from among the respondents to the RFP, the firm of BAE Urban Economics, 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 BAE Urban Economics for the preparation of the Eastern Sierra 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 Eastern Sierra Regional Housing Needs Assessment and Action Plan contract; and

WHEREAS, because Mono has contributed the support of SMR Development under its existing contract, its is agreed that Mono's share of the cost of the Eastern Sierra Regional Housing Needs Assessment and Action Plan contract will be reduced by a proportional amount; 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 BAE Urban Economics 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 \$193,175.

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- 2) Inyo shall be responsible for administering all aspects of the contract with BAE Urban Economics, 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 BAE Urban Economics, Inyo shall pay BAE Urban Economics for services and work performed pursuant to the Inyo- BAE Urban Economics 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. Mono, Mammoth, and Bishop shall remit payment to Inyo for the invoiced amounts within 30 days of their receipt of the invoice.
- 4) Funding commitments from each jurisdiction are as follows:
 - a. Mono County: 16% of each invoice
 - b. Town of Mammoth Lakes: 28% of each invoice
 - c. City of Bishop: 28% of each invoice
 - d. County of Inyo: 28% of each invoice
- 5) The four jurisdictions shall, no less frequently than monthly during the term of the contract, meet to discuss the status of the Regional Housing Needs Assessment and Action Plan and review any interim deliverables produced by BAE Urban Economics.
- 6) Upon completion and delivery, all four jurisdictions and ESCOG 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:

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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: _____

The Eastern Sierra Council of Governments

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By: _____
Chair

Dated: _____

Approved as to form and legality:

By: _____
Attorney for the Eastern Sierra Council of Governments

Dated: _____