MAMMOTH LAKES HOUSING, INC.

Mammoth Lakes Housing Board Meeting
Agenda

Monday, August 1, 2022, 6:00 p.m.

437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members of the Board

President Kirk Stapp, Vice President Jennifer Kreitz, Board Member Lindsay Barksdale, Board Member Tom Hodges, Board Member Agnes Vianzon, Board Member Tony Perkins, Board Member Heidi Steenstra, Board Member Brian D'Andrea, Board Member Sarah Nuttall

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

NOTE: This meeting will be conducted pursuant to the provisions of Assembly Bill 361 (AB 361) which amends certain requirements of the Ralph M. Brown Act. You are encouraged to watch this meeting 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.

ZOOM INFORMATION:
Join from a PC, Mac, iPad, iPhone or Android device: https://monocounty.zoom.us/s/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
International numbers available: https://monocounty.zoom.us/u/ad4YSFD3lxIt

You can watch this meeting live through the online Granicus system here: http://mammothlakes.granicus.com/ViewPublisher.php?view_id=4 or on the local government cable channel 18. Public comments can be submitted to the Executive Director at patricia@mammothlakeshousing.org or clerk@townofmammothlakes.ca.gov or may be made via Zoom or in person in Suite Z.

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1. Call to Order

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

2. Assembly Bill 361 (AB 361) Findings

   2.1. Adopt Resolution 2022-16 to allow virtual Board meetings to continue during the Covid-19 pandemic declared emergency

3. Public Comments

   This is the established time for any member of the public wishing to address the Mammoth Lakes Housing, Inc. 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 Chairman for the opportunity to be heard when the item comes up for consideration. Public comments may be submitted to the Executive Director at patricia@mammothlakeshousing.org or clerk@townofmammothlakes.ca.gov before or during the meeting, may be made in person in Suite Z or by "Raising your hand" in Zoom.

4. Consent Agenda

   4.1. Approval of the Minutes from the July 11, 2022 Regular Board Meeting

   4.2. Approval of the Minutes from the July 18, 2022 Special Board Meeting

5. Policy Matters

   5.1. The Board will participate in a Governance Training provided by Rural Community Assistance Corporation

   5.2. The Board will consider approval of the contract with the Town of Mammoth Lakes pending any minor comments from legal counsel

   5.3. Consider adoption of Mammoth Lakes Housing, Inc. Resolution 22-17, A RESOLUTION OF THE BOARD OF DIRECTORS OF MAMMOTH LAKES HOUSING, INC. APPROVING THE CREATION OF THE FOLLOWING AD-HOC COMMITTEE: Annual Performance Evaluation
   of the Executive Director to also serve as the Board's designated representative(s) for negotiations regarding employee matters pursuant to Government Code Section 54957.6

   5.4. The Board will appoint Board members to the ad-hoc committee: Annual Performance Evaluation and Designated Representative for negotiations regarding employee matters pursuant to Government Code Section 54957.6

   5.5. The Board will consider cancelling the Regular September Board Meeting which is scheduled to take place on the Labor Day holiday.

6. Committee Reports

7. Board Member Reports

8. Closed Session

8.1. Pursuant to Government Code Section 54956(b) and 54957.6 the Board shall hold a closed session at a special meeting with the Board's designated representative(s), regarding the discussion of the local agency's budget with regards to salaries, salary schedules, or compensation paid in the form of fringe benefits of its unrepresented employees (Executive Director) and may include discussion of MLH's budget and available funds and funding priorities, but only insofar as these discussions relate to providing instructions to the local agency's designated representative(s). The purpose of this is to review MLH's position and instructing MLH's designated representative(s). No action is to be taken at the closed session.

9. Adjourn

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

STAFF REPORT

Subject: The Board will discuss AB 361 and consider adoption of Resolution 22-16, regarding the continued utilization of teleconferencing for meetings of the Board that are required to follow the Brown Act.

Presented by: Patricia Robertson, Executive Director

BACKGROUND

On June 11, 2021, Governor Gavin Newsom issued Executive Order N-08-21, which among other things rescinded his prior Executive Order N-29-20 and sets a date of October 1, 2021 for public agencies to transition back to public meetings held in full compliance with the Brown Act.

In September the Governor signed AB 361 which extends public meeting teleconferencing until January 1, 2024. This allows for the continued use of teleconferencing without the need to publicly notice the address of every teleconference location.

Brief summary of AB 361 Changes:

For as long as a Brown Act body uses the modified Brown Act rules authorized by AB 361, it must:

1. Give notice of the meeting and post agendas as otherwise required by the Brown Act.
2. Allow members of the public to access the meeting and address the legislative body directly (this doesn't mean in-person).
3. Give notice explaining how members of the public may access the meeting and offer public comment.
4. Identify and include an opportunity for all persons to attend via phone or internet on the agenda.
5. Conduct meetings in a manner that protects the statutory and constitutional rights of the parties and the public.
6. Take no action on items on the agenda in the event there is an interruption which prevents remote members of the public from commenting, until connection is restored [THIS IS NEW].
7. Provide an opportunity for the public to address the board and offer comment in real time from their location.

8. Even though public agencies cannot require the public to "register" prior to providing comment, if they use a website or other platform that requires registration and it is not under the agency's control, that is acceptable.

New requirements for public comment:

1. If the agency provides a timed public comment period for each agenda item, it may not close the public comment period for the agenda item (or the opportunity to register, pursuant to paragraph 8 above) to provide public comment until that timed public comment period has elapsed.
2. An agency that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register, or otherwise be recognized for the purpose of providing public comment.
3. An agency that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, until the timed general public comment period has elapsed.

Required Findings:

No later than 30 days after teleconferencing for the first time under AB 361 (and every 30 days thereafter) the board must make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.*
(B) Any of the following circumstances exist:
   i. The state of emergency continues to directly impact the ability of the members to meet safely in person.
   ii. State or local officials continue to impose or recommend measures to promote social distancing.

* "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

Because the Mammoth Lakes Housing Board of Directors meets monthly (or less frequently), the Board will need to make the required findings at the beginning of every Board meeting.

The California Department of Public Health (CDPH) has updated information on their website here: https://www.cdph.ca.gov/.

Mono County Public Health issued an order on August 6, 2021 requiring masking in all public indoor spaces. In a letter dated September 20, 2021, Mono County Public Health Director recommended that the Board of Supervisors continue virtual meetings (Attachment 1). The Mono County Public Health Order requiring masks is provided as Attachment 2.

RECOMMENDATION

The Board should consider making the required findings to continue with virtual meetings.

ATTACHMENTS

1. Letter from Bryan Wheeler, Director of Public Health, to the Mono County Board of Supervisors, dated September 20, 2021
2. The Mono County Public Health Order requiring masks, August 6, 2021
3. Resolution 22-16

MONO COUNTY HEALTH DEPARTMENT
Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

To: Board of Supervisors

From: Bryan Wheeler, Director of Public Health

Date: September 20, 2021

Re: Continued Recommendation regarding Social Distancing and Remote Meetings

Both Mono County "covering" Health Officer Dr. Rick Johnson and I strongly recommend that physical/social distancing measures continue to be practiced throughout our Mono County communities, including at meetings of the Board of Supervisors, to minimize the spread of COVID-19.

Whether vaccinated or not, positive individuals are contracting the Delta variant and infecting others in our communities. Social distancing and masking are crucial mitigation measure to prevent the disease's spread. Virtual board meetings allow for the participation of the community, county staff, presenters, and board members in a safe environment, with no risk of contagion. It is recommended that the board implement 100% remote meetings.

As a secondary alternative, the board could implement hybrid meetings (i.e., meetings that are both in-person and virtual), combined with adequate social distancing measures and masking requirements that are actively enforced, in order to minimize risk of contagion. However, as noted above, the safest path would be to implement meetings that are solely remote.

If you have any questions regarding this recommendation, please do not hesitate to contact me. I will be present at the September 21, 2021, meeting to answer any questions.

MONO COUNTY HEALTH DEPARTMENT
Public Health Officer Order:
Face Coverings For All While in Public

P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831
EMAIL RJOHNSON@ALPINECOUNTY.CA.GOV

August 6, 2021

Please read this Order carefully. Violation of or failure to comply with this Order is a crime punishable by fine of up to $1,000, imprisonment for up to 90 days, or both. (California Health and Safety Code § 120295.) This Order supersedes and replaces all previous Mono County Public Health Officer Orders regarding Face Coverings.

WHEREAS, a state of emergency has been declared by the State of California, and a local emergency has been declared in Mono County in response to the virus COVID-19 (Coronavirus); and

WHEREAS, on June 15, 2021, California fully reopened the economy, and the State terminated the restrictions on businesses and activities in its Blueprint for a Safer Economy. Epidemiologic evidence demonstrates that the rate of community transmission of COVID-19 and positivity rates have all substantially increased since the June 15, 2021 reopening; and

WHEREAS, since the state reopening, increased interactions among members of the public have resulted in an increased number of daily new COVID-19 cases in Mono County; daily cases have more than quadrupled since June 15, 2021. In addition, as of July 24, 2021, Mono County is reporting a 7-day daily average case rate of 15.3 cases per 100,000 people with a 7-day lag. Based upon Federal Centers for Disease Control and Prevention (CDC) indicators and thresholds, this means that community transmission of COVID-19 within Mono County is now considered Substantial, and highly likely to increase during the coming days and weeks; and

WHEREAS, while a significant number of Mono County residents are fully vaccinated (i.e., two weeks or more have passed after the receipt of a second dose in a 2-dose series or 2 weeks or more after receipt of a single-dose vaccine) as of the date of this Order in Mono County, COVID-19 remains a concern to public health and safety and there are still a large number of individuals in the County who are not yet fully vaccinated, including children under 12 years old, who are not currently eligible to be vaccinated. Furthermore, variants of the virus that may spread more easily and/or cause more severe illness, including the Delta variant, are present in Mono County, impacting local residents and visitors, based on positive case reporting; and

WHEREAS, throughout the COVID-19 pandemic, in Mono County, as well as throughout California and the nation, there have been insufficient quantities of critical healthcare infrastructure, including hospital beds, ventilators and workers, capable of adequately treating mass numbers of patients at a single time as the virus spread unchecked; and

WHEREAS, in order to continue to protect the community from COVID-19, in particular for those who are not fully vaccinated, this Order mainly aligns with the State Public Health Officer Order, dated June 11, 2021, as well as the July 28, 2021, Guidance on the Use of Face Coverings issued by the California Department of Public Health. The primary intent of this Order is to help slow and improve the Substantial level of community transmission here in Mono County, to align with recent State recommendations and to help mitigate and reduce the impact on Mono County, and its critical healthcare infrastructure; and

WHEREAS, throughout the COVID-19 pandemic, face coverings have been recommended by the U.S. Centers for Disease Control and Prevention (CDC) to decrease COVID-19 transmission. Face coverings are believed to decrease shedding of COVID-19 by people who are infected. Many people with COVID-19 infection have mild or even no symptoms. Such cases may unknowingly spread the virus to others and face coverings are intended to decrease the chance of such transmission.

NOW, THEREFORE, effective beginning August 6, 2021, under the authority of California Health and Safety Code sections 101040, 101085 and 120175 and Title 17 California Code of Regulations, Section 2501, the Mono County Acting Health Officer **HEREBY ORDERS** as follows:

1. All persons within Mono County and the Town of Mammoth Lakes, regardless of vaccination status, shall wear face coverings[1] **while in indoor public settings, venues, gatherings, and businesses** (examples include offices, retail, restaurants, theaters, family entertainment centers and meetings, among others).

2. Individuals, businesses, venue operators, or hosts of public indoor settings must require all patrons to wear masks, for all indoor settings, regardless of their vaccination status, and post clearly visible and easy to read signage at all entry points to communicate the masking requirements for patrons.

3. Recommendation: It is ***recommended*** that all persons wear face coverings while attending large outdoor public events.

4. The following individuals are exempt from wearing masks:
    a. Persons younger than two years old. Very young children must not wear a mask because of the risk of suffocation.

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[1] The following list, informed by the California Department of Public Health https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Get-the-Most-out-of-Masking.aspx and the Center for Disease Control https://www.cdc.gov/quarantine/masks/mask-travel-guidance.html are attributes of face coverings, or masks, needed to fulfill the requirements of this Order:

- A properly worn mask that completely covers the nose and mouth.
- Cloth masks should be made with two or more layers of a breathable fabric that is tightly woven (i.e., fabrics that do not let light pass through when held up to a light source).
- Mask should be secured to the head with ties, ear loops, or elastic bands that go behind the head.
- Mask should fit snugly but comfortably against the side and bottom of the face.
- Mask should be a solid piece of material without slits, exhalation valves, or punctures.

b. Persons with a medical condition, mental health condition, or disability that prevents wearing a mask. This includes persons with a medical condition for whom wearing a mask could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a mask without assistance.
c. Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
d. Persons for whom wearing a mask would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.

This Order shall take effect beginning on Friday, August 6, 2021and will remain in effect until rescinded, in writing, by the Mono County Health Officer based on three consecutive weeks of adjusted case of below 6.9 per 100,000.

General Provisions

1. This Order is issued as a result of the worldwide pandemic of COVID-19 disease, also known as "novel coronavirus," which has infected at least 197 million individuals worldwide in 220 countries and is implicated in over 4.2 million worldwide deaths, including 1065 cases and five deaths in Mono County.

2. This Order is issued based on evidence of increasing transmission of COVID-19 both within the County of Mono and worldwide, scientific evidence regarding the most effective approach to slow transmission of communicable diseases generally and COVID-19 specifically, as well as best practices as currently known and available to protect the public from the risk of spread of or exposure to COVID-19.

3. This Order is intended to reduce the likelihood of exposure to COVID-19, thereby slowing the spread of COVID-19 in Mono County as well as, on a larger scale, to communities worldwide. As the presence of individuals increases, the difficulty and magnitude of tracing individuals who may have been exposed to a case rises exponentially.

4. This Order is issued in accordance with, and incorporates by reference, the: March 4, 2020 Proclamation of a State Emergency issued by Governor Gavin Newsom; the March 15, 2020 Declaration of Local Health Emergency based on an imminent and proximate threat to public health from the introduction of novel COVID-19 in Mono County; the March 17, 2020 Resolution of the Board of Supervisors of the County of Mono proclaiming the existence of a Local Emergency in the County of Mono regarding COVID-19 and ratifying and extending the Declaration of Local Health Emergency due to COVID-19; all current applicable guidance issued by the California Department of Public Health, including but not limited to the June 11, 2021 California Public Health Officer Order and the July 28, 2021 California Department of Public Health Guidance for the Use of Face Coverings, and the Center for Disease Control recommendations on masking protocol.

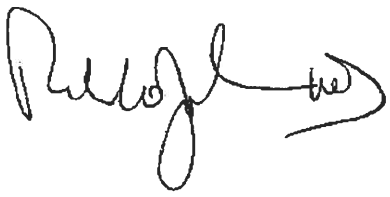
5. This Order is made in accordance with all applicable State and Federal laws,

including but not limited to: Health and Safety Code sections 101030, et seq.; Health and Safety Code sections 120100, et seq.; and Title 17 of the California Code of Regulations section 2501.

6. To the extent necessary, pursuant to Government Code sections 26602 and 41601 and Health and Safety Code section 101029, the Health Officer requests that the Sheriff and all Chiefs of Police in the County ensure compliance with and enforcement of this Order.

7. This Order is made because of the propensity of the virus to spread person-to-person.

8. Copies of this Order shall promptly be posted on the County of Mono's Public Health Department's website (monohealth.com) and provided to any member of the public requesting a copy of this Order.



_____ Date: August 2, 2021

Richard Johnson, MD
Acting Local Health Officer
For Mono County and the Town of Mammoth Lakes

RESOLUTION NO. 22-16

A RESOLUTION OF THE BOARD OF DIRECTORS OF MAMMOTH LAKES HOUSING, INC. MAKING FINDINGS TO ALLOW THE BOARD OF DIRECTORS TO MEET VIRUTALLY DURING THE COVID-19 PANDEMIC DECLARED EMERGENCY

WHEREAS, meetings of the Mammoth Lakes Housing, Inc.'s Board of Directors are conducted in compliance with the Brown Act (Government Code Section 54950 et seq), so that members of the public may attend, observe, and participate, in accordance with the organizations' Bylaws (Section 5.2.(c)); and

WHEREAS, Government Code Section 54953(e) is a provision of the Brown Act establishing special rules that apply under specific circumstances to meetings that are conducted remotely via teleconference; and

WHEREAS, using the special rules will facilitate continuing to conduct meetings remotely during the COVID-19 pandemic; and

WHEREAS, the Board of Directors of Mammoth Lakes Housing, Inc. does hereby find that allowing for conducting public meetings virtually will support social distancing and reduce the potential risk to the public, elected officials, and employees to be infected by or to spread COVID-19; and

WHEREAS, a required condition for the use of the Section 54953(e) rules is the existence of a state of emergency declared by the Governor pursuant to Government Code Section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the State caused by conditions as described in Government Code Section 8558; and

WHEREAS, an additional required condition is that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Governor of California declared a Statewide state of emergency due to the COVID-19 virus on Wednesday, March 4, 2020; and

WHEREAS, on March 15, 2020 the Mono County Health Officer declared a local health emergency, including finding "that there is an imminent and proximate threat to public health from the introduction of COVID-19 in Mono County;" and

WHEREAS, the Mono County Director of Public Health has recently issued a memorandum recommending that social distancing be used as one means of reducing the spread of COVID-19; and

WHEREAS, the Board of Directors does hereby find that meetings of the Mammoth Lakes Housing, Inc. Board shall be conducted in compliance with paragraph (3) of subdivision (b) of Government Code Section 54953, as

authorized by subdivision (e) of Section 54953, and that the Board of Directors shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of Section 54953.

NOW, THEREFORE, BE IT RESOLVED that the recitals set forth above are true and correct and are incorporated into this resolution by this reference; and

IT IS FURTHER RESOLVED that the Board of Directors hereby declares that a State and County emergency exists due to the existence or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property due to the COVID-19 virus; and

IT IS FURTHER RESOLVED that the Mono County Director of Public Health has issued a memorandum recommending the continued use of social distancing as a means to reduce the spread of COVID-19, and that the COVID-19 state of emergency impacts the ability of the Board of Directors to safely meet in person; and

IT IS FURTHER RESOLVED that the Board of Directors finds the use of virtual meetings, as provided for under AB 361 as approved by the State Legislature and signed by the Governor, is a prudent and safe means to conduct the organization's business respecting the recommendation to use social distancing as a precaution to reduce the spread of COVID-19; and

IT IS FURTHER RESOLVED that the organization's staff and Board of Directors are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act; and

IT IS FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) August 31, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board of Directors may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

APPROVED AND ADOPTED THIS 1st day of August 2022.

AYES: _____ NAYS: _____ ABSTAIN: _____ ABSENT: _____

_____
Kirk Stapp, President

ATTEST:

_____
Patricia Robertson, Secretary

RESOLUTION 22-18

MAMMOTH LAKES HOUSING, INC.
AUTHORIZING RESOLUTION
AS SOLE MEMBER AND MANAGER OF INNSBRUCK LODGE AFFORDABLE HOUSING, LLC

At a duly constituted meeting of the Board of Directors (the "Board") of Mammoth Lakes Housing, Inc., a California nonprofit public benefit corporation ("MLH") held on August 1, 2022, the following resolutions were adopted:

WHEREAS, MLH formed Innsbruck Lodge Affordable Housing, LLC, a California limited liability company (the "LLC") with MLH as the sole member and manager.

WHEREAS, the Department of Housing and Community Development ("Department") has issued a Notice of Funding Availability, dated September 9, 2021 ("NOFA"), for the Homekey Program ("Homekey" or "Program"). The Department has issued the NOFA for Homekey grant funds pursuant to Health and Safety Code section 50675.1.3 (Assembly Bill No. 140 (2021-2022 Reg. Sess.), § 20.).").

WHEREAS, MLH and the Town of Mammoth Lakes jointly applied for and were awarded Homekey Program Funds to fund the acquisition and conversion of certain real property located at 913 Forest Trail in Mammoth Lakes ("Property"), an existing seventeen (17) unit lodge known as Innsbruck Lodge.

WHEREAS, the Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department-approved STD 213, Standard Agreement, and all other legal requirements of the Homekey Program.;

WHEREAS, the LLC, desires to jointly become a Co-Grantee of Homekey grant funds with MLH and the Town. Therefore, the LLC is joining the Public Entity and MLH in the execution that certain Standard Agreement (21-HK-17233).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of MLH:

1. The LLC is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed $4,560,000, any and all other documents required or deemed necessary or appropriate to secure

the Homekey funds from the Department and to participate in the Homekey Program, and all amendments thereto (collectively, the “Homekey Documents”). The LLC will act as a Co-Grantee under the Homekey Documents.

2. That the Board of Directors of MLH authorizes the Chief Executive Officer of MLH or the Executive Officer's designee, to execute the Homekey Documents on behalf of the LLC as co-Grantee for participation in the Homekey Program and authorizes the Chief Executive Officer to execute all other documents necessary to effectuate the purchase of the Property and the operation of the Property as affordable housing.

BE IT FURTHER RESOLVED, that to the extent that any actions authorized by this resolution have already been performed, such actions are ratified and approved.

SECRETARY'S CERTIFICATE

I, the undersigned, hereby certify that the foregoing is a true copy of the Resolution resolved by the Board of Directors of the above-mentioned corporation at a meeting of said Board of Directors held on the aforementioned date, and that said Resolution is in full force and effect.

Dated: August _____, 2022

_____
Kirk A. Stapp, President

Mammoth Lakes Housing Board

Regular Meeting Minutes

July 11, 2022, 6:00 p.m.
437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members Present: President Kirk Stapp, Vice President Jennifer Kreitz, Board Member Tom Hodges, Board Member Tony Perkins, Board Member Heidi Steenstra

Members Absent: Board Member Lindsay Barksdale, Board Member Agnes Vianzon, Board Member Brian D'Andrea

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1. Call to Order

President Kirk Stapp called the meeting to order at 6:01 p.m. in the Council Chamber at 437 Old Mammoth Road, Suite Z. President Stapp, Vice President Jennifer Kreitz and Board Members Tom Hodges and Heidi Steenstra attended the meeting in person, the rest of the Board attended the meeting via teleconference.

2. Assembly Bill 361 (AB 361) Findings

2.1 Adopt Resolution 2022-13 to allow virtual Board meetings to continue during the Covid-19 pandemic declared emergency

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

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

Moved by President Kirk Stapp
Seconded by Board Member Heidi Steenstra

Adopt Resolution 2022-13 to allow virtual Board meetings to continue during the Covid-19 pandemic declared emergency.

For (4): President Kirk Stapp, Board Member Tom Hodges, Board Member Tony Perkins, and Board Member Heidi Steenstra

Against (1): Vice President Jennifer Kreitz

Absent (3): Board Member Lindsay Barksdale, Board Member Agnes Vianzon, and Board Member Brian D'Andrea

Carried (4 to 1)

3. Public Comments

Executive Director Patricia Robertson spoke about the written public comment letter she had received and included in the agenda packet from Tim Hirrell with the Aspen Village Townhomes Homeowners Association regarding ongoing repairs. Ms. Robertson announced that MLH had acquired the Birch Creek condo in June Lake for transitional housing on June 10th and reported that the unit was currently occupied by a single parent who worked in the transportation industry, and said that the occupant would continue to live in the home while looking for a permanent housing opportunity. She said that repairs would be made to the unit before winter and that the unit was owned by Sierra Housing Advocates, LLC, therefore, all costs and revenue for the unit would run through the LLC. Ms. Robertson reported that MLH had set up a legal aid remote workstation in partnership with California Indian Legal Services (CILS) and would host free legal aid through their virtual workstation in MLH's office on Tuesdays from 12:00 p.m. to 2:00 p.m. which would allow members of the community to meet virtually with a CILS attorney from Bishop to discuss any issues with landlord/tenant relations. She reported that they had filled a vacancy at the Star Apartments today, and said that she had provided a presentation to the Mono County Office of Education Library Authority Board asking for fee waivers for the Access Apartments and encouraged members of the Board to attend the Authority’s Board meeting on July 21st when action would be taken on the fee waiver. She provided an update on the recruitment process for two new full-time staff members for the Housing Navigator positions which would be funded in part

through partnerships with Mono and Alpine Counties, and announced that MLH had hired Intern Erik Guzman full-time.

4. Consent Agenda

Moved by President Kirk Stapp
Seconded by Vice President Jennifer Kreitz

Approve the Consent Agenda.

For (5): President Kirk Stapp, Vice President Jennifer Kreitz, Board Member Tom Hodges, Board Member Tony Perkins, and Board Member Heidi Steenstra

Absent (3): Board Member Lindsay Barksdale, Board Member Agnes Vianzon, and Board Member Brian D'Andrea

Carried (5 to 0)

4.1 Approval of the Minutes from the June 6, 2022 Regular Board Meeting

5. Policy Matters

5.1 Ad-hoc Nominations Committee presentation of Nominees and potential appointment to the Board of Directors

Executive Director Patricia Robertson outlined the information in the staff report and announced that the elected officials on the Board may not participate in this item.

Board Members Heidi Steenstra and Tom Hodges spoke on behalf of the Nominations Committee in support of the nomination of Sarah Nuttall for the open seat on the Board.

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

Ms. Nuttall joined the meeting effective immediately upon her appointment as a member of the Board at 6:16 p.m.

Moved by Board Member Tom Hodges
Seconded by Board Member Heidi Steenstra

Appoint Sarah Nuttall to the Mammoth Lakes Housing Board of Directors.

For (3): Board Member Tom Hodges, Board Member Tony Perkins, and Board Member Heidi Steenstra

Abstain (2): President Kirk Stapp, and Vice President Jennifer Kreitz

Absent (3): Board Member Lindsay Barksdale, Board Member Agnes Vianzon, and Board Member Brian D'Andrea

Carried (3 to 0)

6. Closed Session

6.1 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 0012120500

Property: 156 E Clarke Street, Bishop, CA 93514

Negotiating Parties: Patricia Robertson representing MLH (prospective buyer); Kate Morley representing IMACA (Owner)

Under Negotiation: Terms of sale

The Board went into Closed Session at 6:17 p.m.

The Board returned from Closed Session at 6:59 p.m.

Executive Director Patricia Robertson reported that there was no reportable action taken in closed session.

7. Policy Matters (Continued)

7.1 Receive an update from the MLH-Town Contract Negotiations Committee, consider the draft deliverables, and possibly approve the draft deliverables

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

SPEAKING FROM THE FLOOR:

Town of Mammoth Lakes (TOML) Community and Economic Development Director Sandra Moberly spoke about potential changes to the deliverables in MLH's contract with the Town based on Ms. Robertson's draft, and the reason the Town had recommended a one year

contract this year and the possibility of an automatic renewal at the end of the year.

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

CONSENSUS: There was consensus from the Board to direct staff to communicate with Town staff that the second redline version was acceptable to the Board and that there were not any other comments that needed to be incorporated.

7.2 The Board will receive an update from the Marketing Committee regarding the selection of a new name as part of the 20th Anniversary Rebranding process, review new name options, and provide staff direction

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

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

Staff was given direction to draft a resolution to present to the Board at the August meeting approving the name change of the organization from Mammoth Lakes Housing to either Eastern Sierra Housing or Eastern Sierra Community Housing at the Executive Director's discretion.

7.3 Review and approve the MLH and Sierra Housing Advocates, LLC Fiscal Year 2021-22 Third Quarter Draft Financial Statements

Executive Director Patricia Robertson outlined the information in the MLH and Sierra Housing Advocates, LLC Fiscal Year 2021-22 Third Quarter Draft Financial Statements.

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

Moved by Vice President Jennifer Kreitz
Seconded by President Kirk Stapp

Approve the MLH and Sierra Housing Advocates, LLC Fiscal Year 2021-22 Third Quarter Draft Financial Statements.

For (6): President Kirk Stapp, Vice President Jennifer Kreitz, Board Member Tom Hodges, Board Member Tony Perkins, Board Member Heidi Steenstra, and Board Member Sarah Nuttall

Absent (3): Board Member Lindsay Barksdale, Board Member Agnes Vianzon, and Board Member Brian D'Andrea

Carried (6 to 0)

7.4 Review and possibly approve the Mammoth Lakes Housing Draft 2022/2023 Fiscal Year Budget

Executive Director Patricia Robertson outlined the information in the Mammoth Lakes Housing Draft 2022/2023 Fiscal Year Budget.

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

Moved by Board Member Tom Hodges
Seconded by Vice President Jennifer Kreitz

Approve the Mammoth Lakes Housing Draft 2022/2023 Fiscal Year Budget as presented.

For (6): President Kirk Stapp, Vice President Jennifer Kreitz, Board Member Tom Hodges, Board Member Tony Perkins, Board Member Heidi Steenstra, and Board Member Sarah Nuttall

Absent (3): Board Member Lindsay Barksdale, Board Member Agnes Vianzon, and Board Member Brian D'Andrea

Carried 6 to 0)

8. Committee Reports

Executive Director Patricia Robertson reported that the Governance Committee had not met.

Ms. Robertson reported that there were currently no members on the Diversity, Equity and Inclusion Committee.

The Marketing and Communications, Board Nominations, and Town Contract Renewal Committee updates were included in earlier items on the agenda.

There were no reports given on the Programs and Housing Development, Fundraising, or Workforce Housing Committees.

9. Board Member Reports

Vice President Jennifer Kreitz announced that the Mono County Board of Supervisors approved a mortarium on Short Term Rentals (STRs) for single family homes in June that would run through April 29, 2024, and that there was Board direction to consider bringing back a moratorium on STRs for all housing types.

Board Member Tom Hodges announced that Mammoth Mountain Ski Area (MMSA) would acquire the Sierra Lodge on Main Street and would convert it to thirty-six units which would provide over seventy beds for MMSA employees.

10. Adjourn

The meeting was adjourned at 8:03 p.m.

Angela Plaisted, Assistant Clerk
Town of Mammoth Lakes

Patricia Robertson, Secretary
Mammoth Lakes Housing, Inc.



Mammoth Lakes Housing Board

Special Meeting Minutes

July 18, 2022, 5:00 p.m.
437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members Present:	President Kirk Stapp, Vice President Jennifer Kreitz, Board Member Tom Hodges, Board Member Tony Perkins, Board Member Heidi Steenstra, Board Member Brian D'Andrea, Board Member Sarah Nuttall
Members Absent:	Board Member Lindsay Barksdale, Board Member Agnes Vianzon

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1. Call to Order

President Kirk Stapp called the meeting to order at 5:06 p.m. President Stapp, Vice President Jennifer Kreitz and Board Member Tony Perkins attended the meeting in person, the rest of the Board Members attended the meeting virtually.

2. Public Comments

Executive Director Patricia Robertson introduced new Program and Project Associate Erik Guzman-Rangel to the Board.

3. Policy Matters

3.1 Adopt Resolution 2022-14 to apply for funding through the Portfolio Reinvestment Program in an amount not to exceed $5,000,000 for the Valley Apartments preservation project in Bishop, CA

Board Members Heidi Steenstra and Sarah Nuttall joined the meeting at 5:09 p.m.

Executive Director Patricia Robertson outlined the information in the staff report. Ms. Robertson introduced consultant Chris Westlake.

Mr. Westlake introduced himself and outlined the project.

There was discussion among members of the Board, Mr. Westlake, and Ms. Robertson.

Moved by Vice President Jennifer Kreitz
Seconded by Board Member Brian D'Andrea

Adopt Resolution 2022-14 to apply for funding through the Portfolio Reinvestment Program in an amount not to exceed $5,000,000 for the Valley Apartments preservation project in Bishop, CA.

For (7): President Kirk Stapp, Vice President Jennifer Kreitz, Board Member Tom Hodges, Board Member Tony Perkins, Board Member Heidi Steenstra, Board Member Brian D'Andrea, and Board Member Sarah Nuttall

Absent (2): Board Member Lindsay Barksdale, and Board Member Agnes Vianzon

Carried (7 to 0)

3.2 Adopt Resolution 2022-15 to allow the Valley Apartments Affordable Housing, LLC to participate in an application for funding through the Portfolio Reinvestment Program in an amount not to exceed $5,000,000 for the Valley Apartments preservation project in Bishop, CA

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

Moved by Vice President Jennifer Kreitz
Seconded by President Kirk Stapp

Adopt Resolution 2022-15 to allow the Valley Apartments Affordable Housing, LLC to participate in an application for funding through the Portfolio Reinvestment Program in an amount not to exceed $5,000,000 for the Valley Apartments preservation project in Bishop, CA.

For (7): President Kirk Stapp, Vice President Jennifer Kreitz, Board Member Tom Hodges, Board Member Tony Perkins, Board Member Heidi Steenstra, Board Member Brian D'Andrea, and Board Member Sarah Nuttall

Absent (2): Board Member Lindsay Barksdale, and Board Member Agnes Vianzon

Carried (7 to 0)

4. Adjourn

The meeting was adjourned at 5:27 p.m.

Angela Plaisted, Assistant Clerk
Town of Mammoth Lakes

Patricia Robertson, Secretary
Mammoth Lakes Housing, Inc.

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

MEMORANDUM

Subject:	The Board will participate in a Governance Training provided by Rural Community Assistance Corporation (RCAC)
Presented by:	Patricia Robertson, MLH Amity Rembold, RCAC Dan Dever, RCAC

BACKGROUND

The MLH Board of Directors budgets for an annual training opportunity for Board members. This training typically covers general governance topics about what it means to serve on a nonprofit Board, but also can dive deeper into other topics such as diversity, advocacy, etc.

The funds for this training were allocated in the previous fiscal year budget, FY 21/22.

RECOMMENDATION

Board members should participate fully in the training opportunity.

ATTACHMENTS

1. Training materials provided by RCAC

RCAC
www.rcac.org

Mammoth Lakes Housing Board Training

Monday, August 1st 2022



Introductions: Your Facilitators



Dan Dever,
Rural Development Specialist



Amity Rembold,
Regional Field Manager

RCAC
www.rcac.org

Rural Community Assistance Partnership



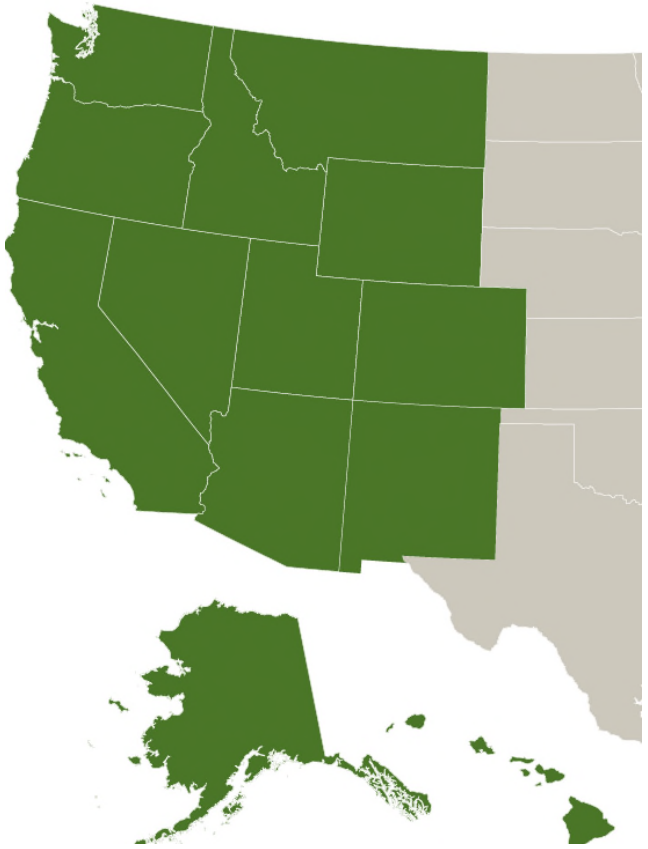
RCAC: Rural Community Assistance Corp.

Founded:
Nonprofit in 1978

Headquartered:
West Sacramento, CA

Service Area:
13 Western states

Mission:
Provide training, technical and financial resources and advocacy so rural communities can achieve their goals and visions



RCAC
www.rcac.org

RCAC Program Areas


Water & Wastewater Infrastructure


Affordable Housing Development


Community & Economic Development


Community Facilities Development


Project Financing

RCAC
www.rcac.org

Introductions: Tell Us About You



- Name
- When you joined the Board
- One thing you hope to get out of today's training
- Your favorite hobby/past-time or something you collect

RCAC
www.rcac.org

Today's Agenda


Building a Collaborative Environment


Training Objectives


Fiduciary Responsibilities


Additional Roles & Responsibilities


Role as Advocate

RCAC
www.rcac.org

Building a Collaborative Environment

- Express views openly and honestly
- Be respectful of everyone and every idea
- Participate, but don't dominate
- Be "all in" – you get out what you put in
- Interaction and questions are encouraged



RCAC
www.rcac.org

Training Objectives



- Know the three legal duties of a board member
- Recognize where, when and how to be an affective advocate
- Recognize the difference between advocacy and prohibited activities (i.e. lobbying)
- Identify at least two advocacy goals (3 months)

RCAC
www.rcac.org

Fiduciary Responsibilities

RCAC
www.rcac.org

Three Legal Duties

Duty of Care

- Ensure prudent use of assets to fulfill the MLH mission
- Stay informed and ask questions

Duty of Loyalty

- Always act in the best interest of MLH
- Recognize and disclose conflicts (and apparent conflicts) of interest

Duty of Obedience

- Ensure the MLH obeys applicable laws and regulations, follows its bylaws, and adheres to its stated mission and purpose

Common Violations

Mis-Management	Failure to adhere to fundamental management principals. Lack of planning or failure to create adequate controls and reporting systems.
Non-Management	Failure to use available opportunities and tools for good management. Includes failure to use existing systems and controls.
Self-Dealing	Board member acting in their own best interest rather than acting in the best interest of the organization. (*Serious Violation!*)

Additional Roles & Responsibilities

RCAC
www.rcac.org

Additional Responsibilities



- Provide Oversight, Insight, & Foresight
  - Be curious, educated, and informed
  - Bring valuable learnings and ideas to the table
  - Know how your community is changing and what MLH is doing to address the changes
- Contribute to Culture: Participate and communicate
- Ensure Financial Sustainability: Raise Funds
- Advocacy:
  - Articulate and share MLH's mission and accomplishments
  - Gather support for MLH's work from the community

RCAC
www.rcac.org

We Want to Hear from You!

Activity

- Rate the importance of each board member role below on a scale of 1 to 6
  - Contributing to Culture
  - Providing Foresight
  - Advocating
  - Providing Oversight
  - Ensuring Sustainability
  - Providing Insight

Mentimeter Platform

RCAC
www.rcac.org

Role as Advocate

RCAC
www.rcac.org

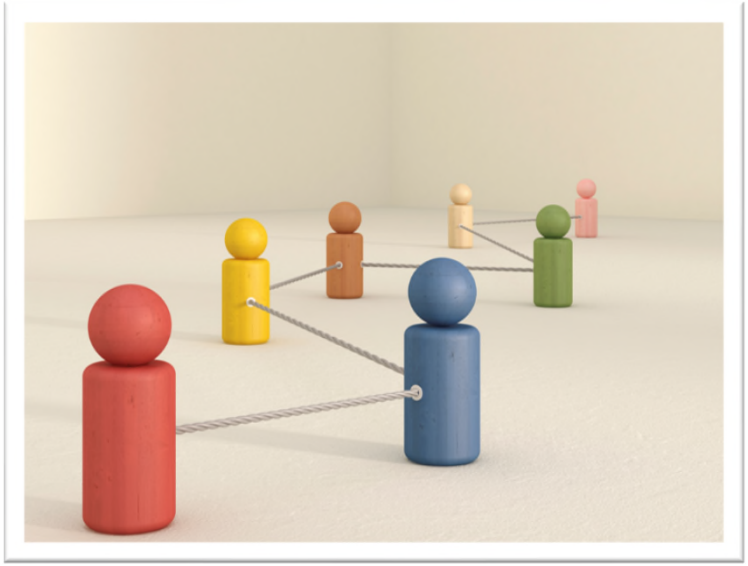
What is Advocacy?

- Advocacy - ad•vo•ca•cy
  - (noun): public support for or recommendation of a particular cause or policy
- Advocate - ad•vo•cate
  - (noun): a person who publicly supports or recommends a particular cause or policy



RCAC
www.rcac.org

Connecting Passion & Influence!



- Talking with friends and others about MLH's mission and most importantly how it impacts them
- Attending meetings and/or events where MLH needs to be visible
- Making connections with influential leaders in the community and in your personal network
- Including your Board position in your bio and social media profile(s)

RCAC
www.rcac.org

What are you Advocating For?

OUR VISION

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

MAMMOTH LAKES HOUSING, INC.

OUR MISSION

Mammoth Lakes Housing supports community housing for a viable economy and a sustainable community.

RCAC
www.rcac.org

Group Discussion

- Why did you originally join the Board?
- Are you currently advocating on behalf of the organization?
  - If so, what does that look like?
  - If not, is something holding you back?



RCAC
www.rcac.org

Where, When, and How is it Appropriate?



- It's easy
  - In the right place
  - At the right time
  - With the right message
- Situational awareness is key
- Let's talk more about what advocacy may look and sound like

RCAC
www.rcac.org

Advocacy vs Lobbying

Advocacy

- Raising awareness and informing the public about an idea, cause
- Informing about your opinion on an issue and how it affects your clients or community
- Can be about public policy, but not a specific piece of legislation

Essential Activity

Lobbying

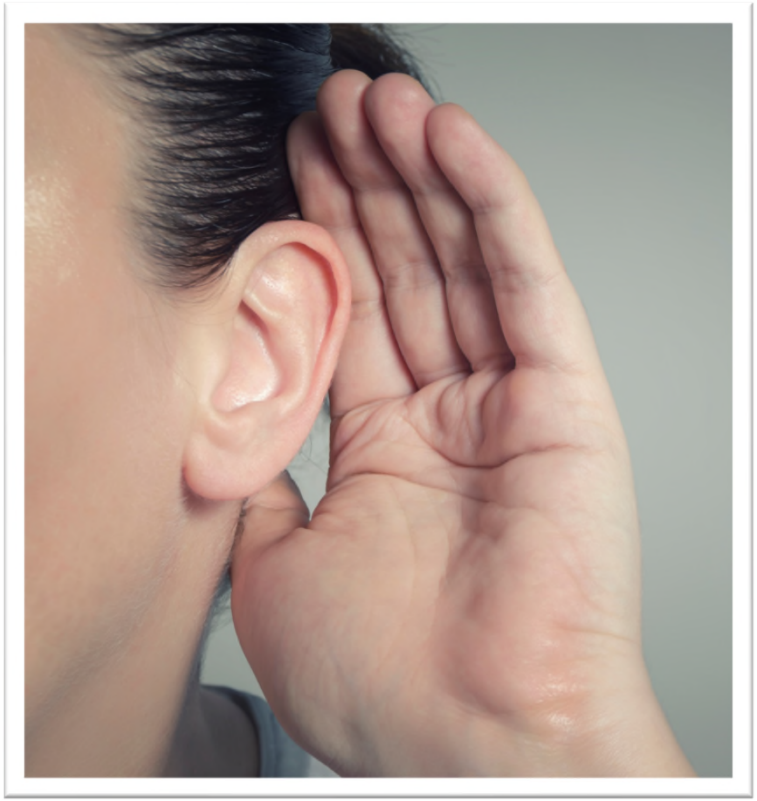
- Type of advocacy aimed at influencing decisions, actions, or policies of legislators or regulators
- Informing elected officials (or the public) about your position on a piece of legislation and asking them to take a specific action

Highly Regulated

RCAC
www.rcac.org

What Does Advocacy Sound Like?

- What problem is MLH working to solve?
- What is MLH's solution?
- How does MLH's solution benefit the community?
- What do you want the listener to do? (Call to Action!)



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www.rcac.org

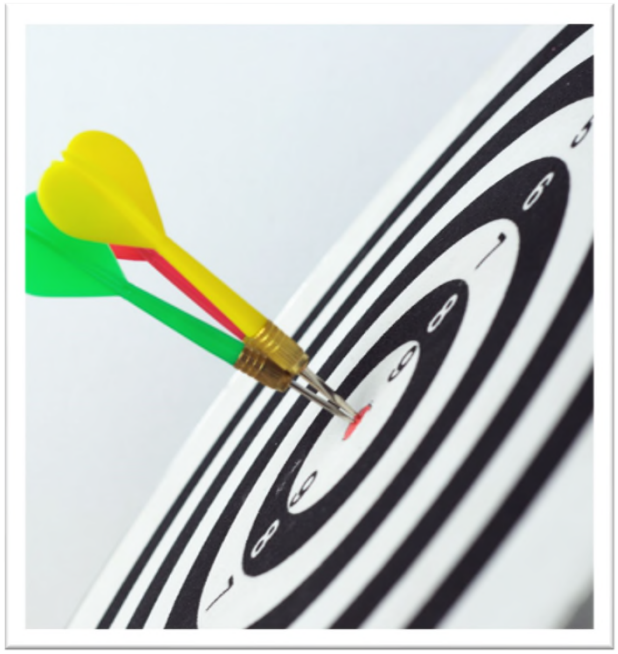
Sample Grocery Store Pitch



- Problem: Easter Sierra communities face a shortage of safe, affordable, quality workforce housing.
- Solution: Mammoth Lakes Housing, Inc. has generated over $62M in funding and tax credits to address this problem, directly created more than 130 rental and ownership homes and assisted 125 households purchase safe affordable housing.
- Benefits: Impacts of our work include reduced homelessness, improved public health, a greater pool of local employees, a more vibrant local economy, and reduced miles driven.
- Call to Action: Invite to the next Board meeting, to participate in a specific activity, to read a report, to support, to donate, etc.

RCAC
www.rcac.org

Group Discussion:

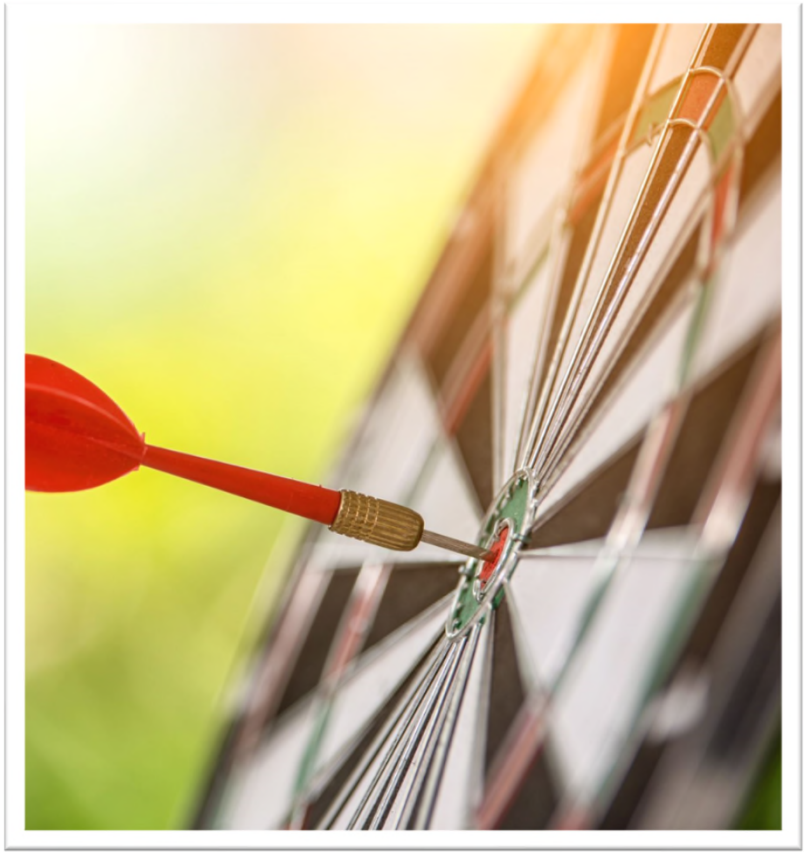


- Has MLH identified advocacy goals?
- Strategic Plan: Focus Area E
  - Create Marketing Plan
  - Conduct Road Shows and Coffee Talks
  - Policy white papers
  - Information effort to preserve mobile home park affordability
- What are other potential advocacy goals for the organization?

RCAC
www.rcac.org

Activity: Individual Advocacy Goals

- Identify at least two personal advocacy goals you plan to accomplish in the next three months
- Make sure your goals are:
  - S: Specific
  - M: Measurable
  - A: Achievable
  - R: Relevant
  - T: Timebound



RCAC
www.rcac.org

Review & Summary

RCAC
www.rcac.org

Pop Quiz: Three Legal Duties

Duty of Loyalty	Ensure prudent use of assets to fulfill the organization's mission
Duty of Obedience	Always act in the best interest of MLH
Duty of Care	Ensure MLH obeys applicable law and regulations and follows its bylaws

Advocacy: Answers to the Six Questions

- What: Connecting passion and influence to raise awareness and inform
- When & Where: Appropriate
- Who: You!
- Why: Help increase the likelihood of achieving the organization's mission and vision
- How: Develop your "grocery store" pitch and begin implementing your personal advocacy goals

RCAC
www.rcac.org

Pop Quiz: Is it Advocacy or Lobbying?



RCAC
www.rcac.org

Next Steps

- Perfect your pitch!
- Implement your personal advocacy goals
- Continue creating a culture of advocacy by including it in your Board meeting agendas
  - Advocacy goals
  - Upcoming opportunities
  - Individual advocacy conducted



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www.rcac.org



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Thank YOU!



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

STAFF REPORT

Subject: Receive an update from the MLH-Town Contract Negotiations Committee and consider and possibly approve the draft deliverables

Presented by: Patricia Robertson, Executive Director

BACKGROUND

The Board nominated Tony Perkins, Tom Hodges, and Heidi Steenstra to serve on the Town Contract Negotiations Committee.

The Town Council reviewed Town staff's proposed deliverables at their May 18th meeting.

MLH Executive Director made public comment, which you can see here: https://bit.ly/36UJhe8

The MLH committee met with Town staff on June 2nd. A redline version was circulated between MLH Executive Director and Town Community Development Director.

The MLH committee met again on July 5th to review the Town's redline version. Additional comments were provided.

The MLH Board approved the deliverables, as presented and attached. Afterwards, MLH staff met with Town staff, and again with the Town Manager.

The final version of the MLH-Town contract deliverables is attached. The Town Council will review and possibly approve the contract at their meeting on August 3, 2022.

ATTACHMENTS

1. MLH redline comments approved by the MLH Board on July 11, 2022
2. Proposed contract with revised deliverables
3. Town Staff report for Town Council meeting August 3, 2022

EXHIBIT "A"

DELIVERABLES

MAMMOTH LAKES HOUSING

Mammoth Lakes Housing (MLH) is the Town of Mammoth Lakes' Official Partner on affordable and workforce housing. Since 2002, the nonprofit, continues to implement a variety of affordable housing programs and projects to increase and preserve community housing assets for both homeownership and rental, securing nearly $62 million to date. MLH's mission is to support community housing for a viable economy and a sustainable community. The organization works to achieve that goal through grant applications, direct assistance programs, partnerships, advocacy, fundraising, and more. MLH operates programs that assist households earning low- and moderate-incomes. Funding provided by the Town is designed to support the ongoing work program and implementation of the deliverables below which support polices and strategies outlined in the Community Housing Action Plan (CHAP) and Housing Element Update (2019-2027).~~Mammoth Lakes Housing (MLH) implements a number of programs designed to increase the amount of affordable housing and to preserve existing affordable housing in the Town of Mammoth Lakes. MLH works to support and facilitate community housing at all income levels, with the priority being low- to moderate-income levels (50% - 80% AMI levels).~~

DELIVERABLES

1. Provide Community Housing Resources
    a. Continue to provide overall management and support for MLH services
    b. Provide housing services and information to community members through regular office hours, an updated website, and providing information on housing-related resources and/or services.
    c. Provide at least two homebuyer education classes or other training opportunities annually.
    d. Serve as a resource to the Town on housing, as needed (e.g. Community Indicators Report, Housing Element Update, etc.)
    e. Serve on the regional Continuum of Care for homelessness program coordination.

2. Creation and preservation of Deed Restricted Units (ownership and rental)
    a. Partner with the Town and Mono County to leverage the respective Revolving Loan Funds (RLF) to preserve deed restricted units.
    b. Use the Town Bridge program to add new deed restricted units, as staff capacity allows, up to three units.
    c. Identify funding sources and develop new programs to add affordable deed restricted units.
    d. Upon implementation of the HomeKeeper database software, MLH will provide on an annual basis by April 30th of each year a monitoring compliance report of the deed restricted units to show units in compliance, sales of units, and other pertinent information.

Commented [PR1]: 50-80% AMI is not accurate. We would like our intro paragraph to reflect our trusting relationship and history, much like the Chamber's - below.

Commented [PR2R1]: "The ML Chamber of Commerce implements a number of programs and provides services including education, relationships & connections, economic vitality, partnerships, business exposure, advocacy, and member benefits. The top priorities are the members, a healthy business community and being the voice of business -- not just the eyes and ears as the Chamber strives to represent the interest expressed by the Members. The overall work program of the Chamber includes a number of other community based programs and events tat enhance business to bsniness communication, community engagement, promotions, and working in partnership with other entities to tenhance the ovall local business environment. The Chamber also supports business through the Employer Assissted Housing (AEAH) program. The EAH Program is designed to match local employees, who are vetted thorugh the Chamber process, with housing alternative, including coordination with employers and outreach to owners to locate housing options. The EAH Program as established by the Chamber will continue. The fnding provided to the Chamber is disgned to support the ongoing work program of the Chamber and the implementation of the deliverales provided below."

Commented [SM3]: We don't think this needs to be called out separately.

Commented [PR4R3]: Please keep. This is a specific deliverable provided to the Town.

Commented [SM5]: Patricia - Is this specifically for the Town? Or is this something MLH does for the region? If it's not specifically on the Town's behalf we don't think it needs to be in the deliverables.

Commented [PR6R5]: We specifically can leverage our relationships with the COC for programs/services in the Town. E.g. we received a grant for Access Apartments through the COC.

Commented [SM7]: We don't think this needs to be called out separately. Your role on this committee is to speak as the voice of MLH, not as a representative of the Town. Town staff sit on this committee.

Commented [NB8]:

3. Grant Procurement and Management to bring more money to produce new housing units and programs (e.g. mortgage assistance, rent assistance, etc.)
    a. Traditional funding sources like CDBG, HOME
    b. Non-traditional sources (e.g., Community Reinvestment Act (CRA)),
    c. Actively manage, report, track and promote grant funding
4. Provide Real Estate Services
    ~~a. Buy and sell units for Town affordable housing programs including the Bridge Program and RLF.~~
    a. Any additional real estate services, such as selling Town-owned real estate, will be commission-based.
        i. Representation of the Seller will be performed for 1.5% of the Sales Price
        ~~b.~~ii. Representation of the Buyer will be performed for 1.5% of the Sales Price
5. Stewardship of Existing Community Housing Assets
    a. Ensure applicant compliance with the Kitzbuhl Regulatory Agreement
    b. Annually monitor homeownership land trust units and Town's mortgage assistance loan portfolio
    c. Enter all of the Town's deed restrictions into the HomeKeeper Database and provide annual monitoring services. Any costs associated with enforcing restrictions that MLH is not a party to, will be billed directly.
    ~~b.~~d. Prepare the Annual Apartment Vacancy Report
6. Provide Community Updates
    a. Formal updates (a minimum of two per year) to the Town Council on MLH activities with one to outline the coming year's work program.
    b. Provide ongoing informal updates as appropriate to Town Council and Town Staff.
    c. Submit all documents and invoices (activity delivery, setup/completion, state funds request, deed of trust, promissory note, etc.) on a timely basis.

Commented [PR9]: "Costs of administering grants shall be paid to the extent feasible by Administration Fees available through the grant, and shall not impact the total funding available through this contract"

Commented [SM10R9]: We don't think this language needs to be in the contract. Grant subrecipient agreements spell out the way the grant admin funds are disbursed and we discuss/agree to the terms on a case-by-case basis.

Commented [PR11R9]: This language was in the previous contract. Our attorney will want to see it somewhere, maybe not in the deliverables.

Commented [SM12]: We'd like to keep this language in.

Commented [PR13R12]: Deleted since RLF and Bridge are included above. All other transactions addressed in new 4.a

Commented [SM14]: Is this activity limited to a certain number of units per year or subject to commission?

Commented [PR15R14]: See revised text

Commented [PR16]: This is included in item 2.a and 2.b above. So I am removing from this line item.

Formatted

Commented [SM17]: Would this include the DR monitoring of the Town units? That was previously a part of the contract and I believe MLH was waiting on implementation of Homekeeper software.

Commented [PR18R17]: Added that item below

Commented [PR19]: This language was in our last contract.

Commented [NB20]:

Commented [PR21]: I think we could delete this one, thoughts?

Commented [PR22R21]:

Commented [SM23]: We'd like to keep this in.

Commented [PR24R23]: OK

TOWN OF MAMMOTH LAKES AGREEMENT BETWEEN THE TOWN OF MAMMOTH LAKES AND MAMMOTH LAKES HOUSING FOR HOUSING ADMINISTRATIVE, DEVELOPMENT, AND SUPPORT SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of July, 2022, by and between the Town of Mammoth Lakes, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 437 Old Mammoth Rd., Suite 230, Mammoth Lakes, California, 93546 ("Town") and Mammoth Lakes Housing, a California Nonprofit Public Benefit Corporation, with its principal place of business at 587 Old Mammoth Road, #4, PO BOX 260, Mammoth Lakes, CA 93546 ("Contractor"). Town and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor is a California non-profit public benefit corporation established for the purpose of acquiring and developing reasonably priced housing for the resident worker population of the greater Mammoth Lakes area. The further purposes of the Contractor include managing, facilitating the ownership or rental of such housing, promoting the need for reasonable priced housing for resident workers, as well as assisting and encouraging other entities, both public and private, in the development and acquisition of housing for this purpose. Contractor desires to perform and assume responsibility for the provision of certain professional housing consulting services required by the Town on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional housing consulting services to public clients, is licensed in the State of California, and is familiar with the related plans of Town.

2.2 Project.

Town desires to engage Contractor to render such professional housing services as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the Town all the services described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement is July 1, 2022 through June 30, 2023 and shall be renewed automatically for two (2) successive terms of one (1) year (July 1, 2023, through June 30, 2025) under the same terms and conditions. Either party may provide written notice of a decision not to renew this Agreement to the other party at least sixty (60) days prior to the expiration of the then-current term of the Agreement. Nothing herein shall prevent or require

the parties to negotiate an extension or amendment to the Agreement to change its terms in connection with an extension, including without limitation by amending the compensation or scope of work.

3.2 Responsibilities of Contractor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Town retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of Town and shall at all times be under Contractor's exclusive direction and control. Neither Town, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Substitution of Key Personnel. Contractor has represented to Town that certain key personnel will perform and coordinate the Services under this Agreement. The key personnel for performance of this Agreement are as follows: Patricia Robertson, Executive Director. Should Ms. Robertson become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of Town. In the event that Town and Contractor cannot agree as to the substitution of key personnel, Town shall be entitled to terminate this Agreement. Contractor shall notify the Town of any proposed changes to the key personnel for performance of this Agreement. Notwithstanding anything to the contrary, the Town agrees and acknowledges that nothing herein shall restrict the Contractor from employing additional personnel to provide the Services under the contract as it deems reasonable, so long as Ms. Robertson continues to be the key personnel for the performance of this Agreement.

3.2.3 Town's Representative. The Town hereby designates Daniel C. Holler, Town Manager, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The Town Manager shall be authorized to act on Town's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Contractor's total compensation subject to the provisions contained in Section 3.3 of this Agreement. If and to the extent the Town enlarges the Scope of Work under this Agreement, all work performed under the expanded Scope of Work shall be considered Extra Work as defined herein and will be billed by the Contractor on an hourly basis. Contractor shall not accept direction or orders from any person other than the Town Manager, as Town's Representative or his/her designee.

3.2.4 Contractor's Representative. Contractor hereby designates Patricia Robertson, Executive Director, or his/her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.5 Coordination of Services. Contractor agrees to work closely with Town staff in the performance of Services and shall be available to Town's staff, Contractors and other staff at all reasonable times, subject to the Schedule of Services to be agreed to by the parties.

3.2.6 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the Town, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein.

3.2.7 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Town, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.8 Insurance.

3.2.8.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Town that the subcontractor has secured all insurance required under this section.

3.2.8.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the

Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(B) Automobile Liability Insurance: To the extent applicable, Contractor shall provide either (1) a Personal Automobile Liability policy for the Contractor's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than $1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Contractor uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability: Professional Liability insurance with minimum limits of $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.8.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Town for approval.

(A) The policy or policies of insurance required by Section 3.2.10.2(A), Commercial General Liability, shall be endorsed to provide the following:

(1) Additional Insured: Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds Town, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 2010. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the Project contemplated by this Agreement to do likewise.

(B) The policy or policies of insurance required by Section 3.2.10.2(C),

Workers' Compensation, shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

3.2.8.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.8.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.8.6 Deductible. Any deductible or self-insured retention must be approved in writing by the Town and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.8.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Town. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Town evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.8.8 Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Town. The Town shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Services because of production lost during suspension. Contractor shall provide immediate written notice if: (i) any of the required insurance policies is terminated; (ii) the limits of any of the required policies are reduced; or (iii) the deductible or self-insured retention is increased.

3.2.8.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers

under applicable provisions of the California Insurance Code or any federal law.

3.2.8.10 Insurance for Subcontractors. All Subcontractors shall be included as additional insureds under Contractor's policies, or Contractor shall be responsible for causing Subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the Town as an Additional Insured to the Subcontractor's policies. Contractor shall provide to Town satisfactory evidence as required under Section 3.2.8.1 of this Agreement.

3.2.9 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed eighty-four thousand ($84,000) per quarter ($28,000/month) without written approval of the Town Council or Town Manager as applicable, subject to exceptions and terms of Exhibit B related to additional payments. Extra Work may be authorized, as described below, and if authorized, will be billed by the Contractor on an hourly basis at an agreed upon amount.

3.3.2 Payment of Compensation. Contractor shall submit monthly invoices. Town shall pay all undisputed amounts within 30 days of the receipt of each invoice.

3.3.3 Reimbursement for Expenses. Other than as specified in Exhibit B and subject to the terms of Section 3.3.4, the compensation provided for in this agreement constitutes the total compensation to be provide to Contractor. Other than as specified in Exhibit B, the Contractor shall not be granted additional reimbursement for any expenses.

3.3.4 Extra Work. At any time during the term of this Agreement, Town may request that Contractor perform Extra Work, defined to mean any work not specifically identified in the Services, in exchange for additional compensation to be agreed upon between Town and Contractor and billed by the Contractor on an hourly basis. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the agreed upon task, service or project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall identify any work requested by Town that Contractor believes to be Extra Work, prior to undertaking any such work. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the Town.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and

accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Town during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Town may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to Town, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Town may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Town may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: Mammoth Lakes Housing
587 Old Mammoth Road, #4
PO BOX 260
Mammoth Lakes, CA 93546
ATTN: Patricia Robertson, Executive Director

Town: Town of Mammoth Lakes
PO Box 1609
437 Old Mammoth Road, Suite 230
Mammoth Lakes, CA 93546
ATTN: Daniel C. Holler, Town Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at

its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. Subject to the rights and restrictions of vendors and subcontractors, this Agreement creates a non-exclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). The term Documents & Data shall specifically exclude licenses, sublicenses, copies, use of databases or software acquired by MLH or its subcontractors. Contractor shall request all subcontractors to agree in writing that Town is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor will make best efforts to obtain legal rights to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the Town. Town shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Town's sole risk.

3.5.3.2 Confidential Information. The Town agrees and acknowledges that Contractor is subject to the California Public Records Act. The Town shall have access to the information kept by the Contractor associated with the Contractor's performance under this Agreement. The Town shall refrain from releasing information provided to Town by Contractor that Contractor claims is exempt from disclosure under the California Public Records Act ("Contractor Information") unless the Town's legal counsel determines that the release of such information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the Town shall notify Contractor of its intention to release the Contractor Information ("Release Notice").

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Brown Act, Public Records Act, Conflict of Interest and Harassment Training and Compliance. At all times during the term of this Agreement and for all Services performed under the Agreement, the Contractor and Contractor's board of directors shall comply fully with the Ralph M. Brown Act, Government Code Section 54950 et seq. Contractor's

obligation hereunder shall not be limited to complying with the Brown Act with respect to the Services, but rather such obligations shall apply to all activities of Contractor and/or its board during the term of this Agreement. Contractor will comply with the California Public Records Act (PRA) Government Code Section 6250 et seq. Contractor's board members and staff shall comply with the provisions of the Political Reform Act and the related regulations adopted by the Fair Political Practices Commission. Contractor staff and board members shall attend similar harassment and ethics training as required of elected officials, at least every two years and within six months of taking on their respective positions. Contractor shall notify the Town Clerk of any Board vacancy and the name(s) of all new Board members. To assist in meeting these requirements the Town will provide administrative support to Contractor. All confidential records not subject to the Public Records Act will be held and maintained confidentially by the Contractor.

3.5.6.1 Clerking Support Services. The Town, with costs funded from the Housing Reserve, will provide clerking support services to include preparation of agendas, clerking meetings, and preparing minutes in compliance with the above laws and similar support for standing committees that are subject to the Brown Act. All public meetings will be held in the Council Chambers and broadcast though the Granicus system, which may include cable TV government channel broadcasting, unless there is a conflict for meeting space and meetings cannot be rescheduled.

3.5.7 Indemnification.

3.5.7.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services under this contract are subject to Civil Code Section 2782.8, the above indemnity shall be limited and shall not apply, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Town.

3.5.7.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Town's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against Town or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Town or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Town for the cost of any settlement paid by Town or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Town's attorney's fees and costs, including expert witness fees. Contractor shall reimburse Town and its directors, officials, officers, employees, agents, and/or volunteers, for any

and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its directors, officials officers, employees, agents, or volunteers.

3.5.8 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.9 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Mono County.

3.5.10 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.11 Town's Right to Employ Other Contractors. Town reserves the right to employ other Contractors in connection with this Project.

3.5.12 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.13 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Town. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to Town include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.17 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.19 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.20 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of Town's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.21 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.22 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Subject to Provisions. To the extent that Contractor subcontracts any portion of the work required by this Agreement, each such subcontract shall contain a provision as applicable making it subject to all provisions stipulated in this Agreement.

TOWN OF MAMMOTH LAKES

By: _____
Daniel C. Holler, Town Manager

MAMMOTH LAKES HOUSING

By: _____
Kirk A. Stapp, President

Attest:

By: _____
Jamie Gray
Town Clerk

Approved as to Form:

By: _____
Andrew Morris
Town Attorney

EXHIBIT "A"
SCOPE OF SERVICES & DELIVERABLES

Mammoth Lakes Housing (MLH) implements a number of programs and services designed to increase the amount of affordable housing and to preserve existing affordable housing in the Town of Mammoth Lakes. MLH provides basic housing related services such as providing bilingual information and educational resources, support for housing grant applications and implementation, housing projects, advocacy, and securing affordable deed restricted housing units. MLH works to support and facilitate community housing at all income levels, with the priority being low- to moderate-income levels within the Town of Mammoth Lakes through ongoing programs and services and the implementation of deliverables provided herein.

1. Provide Community Housing Resources
    a. Continue to provide overall management and support for MLH services.
    b. Provide housing services and information to community members through regular office hours, an updated website, and providing information on housing-related resources and/or services.
    c. Provide at least two homebuyer education classes or other training opportunities annually.
    d. Serve on the regional Continuum of Care for homelessness program coordination.
2. Creation and preservation of Deed Restricted Units (ownership and rental)
    a. Partner with the Town and Mono County to leverage the respective Revolving Loan Funds (RLF) to preserve deed restricted units.
    b. Use the Town Bridge program to add new deed restricted units, as staff capacity allows, up to three units.
    c. Identify funding sources and develop new programs to add affordable deed restricted units.
    d. Upon implementation of the HomeKeeper database software, MLH will provide on an annual basis by April 30th of each year a monitoring compliance report of the deed restricted units to show units in compliance, sales of units, and other pertinent information.
3. Grant Procurement and Management to bring more money to produce new housing units and programs (e.g., mortgage assistance, rent assistance, etc.):
    a. Traditional funding sources like CDBG, HOME, and similar programs.
    b. Non-traditional sources (e.g., Community Reinvestment Act (CRA)).
    c. Actively manage, report, track and promote grant funding.
    d. Costs of administering grants shall be paid to the extent contemplated by Section 1.c of Exhibit B.
4. Provide Real Estate Services
    a. Any additional real estate services, such as selling Town-owned real estate, will be commission-based.
        i. Representation of the Seller will be performed for 1.5% of the Sales Price.
        ii. Representation of the Buyer will be performed for 1.5% of the Sales Price.

5. Stewardship of Existing Community Housing Assets
    a. Ensure applicant compliance with the Kitzbuhl Regulatory Agreement
    b. Annually monitor homeownership land trust units and Town's mortgage assistance loan portfolio.
    c. Enter all of the Town's deed restrictions into the HomeKeeper Database and provide annual monitoring services. Any costs associated with enforcing restrictions that MLH is not a party to, will be billed directly.
    d. Prepare the Annual Apartment Vacancy Report.
6. Provide Community Updates
    a. Formal updates (a minimum of two per year) to the Town Council on MLH activities with one to outline the coming year's work program.
    b. Provide ongoing informal updates as appropriate to Town Council and Town Staff.
    c. Submit all documents and invoices (activity delivery, setup/completion, state funds request, deed of trust, promissory note, etc.) on a timely basis.

EXHIBIT "B"
COMPENSATION

Section 1: Payments and Financial Accounting and Reporting

a) The Town shall pay to Mammoth Lakes Housing (MLH) the sum of $84,000 per quarter ($28,000/month) beginning July 1, 2022, unless adjusted as provided for herein. Payment will be made on a quarterly basis during the term of this Agreement. Payments are not to exceed $336,000 per fiscal year, unless specifically approved by the Town Council. Extra Work may be authorized, as allowed under Section 3.3 of the Agreement, and if authorized, will be billed by the Contractor on an hourly basis at an agreed upon amount.

b) MLH shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Town during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

c) In addition to the payments under Section 1.a above, the Town agrees to pay MLH the administrative and activity delivery funds allowed in all housing related grants received by the Town, including CDBG, HOME, HELP Begin, etc. as mutually agreed upon through applicable subrecipient agreements. MLH acknowledges that Town may refuse to enter into subrecipient agreements that do not permit Town to retain a portion of the administrative funds to support the Town's administrative costs.

d) Funds received from non-Town sources shall be identified and accounted for separately. Separation of sources and uses of funds is necessary to provide accounting of the use of restricted funds in compliance with restrictions placed on funding in connection with state, federal or other grants, funding from other agencies and the Town. Separation of revenues and expenditures will identify and reduce potential Town subsidies of other agency grants and programs. Other Town sources of funds received (i.e. grant funds) will be reviewed and may reduce the amount of allowed carryover or final payment of funds provided herein.

Section 2: The Town may, in its sole discretion, provide additional funding to MLH in amounts approved by a resolution of the Town Council. The resolution will set forth the purpose of the funding, the source, any restrictions, and other matters relating thereto. MLH may request additional Town housing restricted funds for specific uses.

Section 3. Town funding provided for under this Agreement is for Mammoth Lakes Housing, Inc. only, in order to complete the deliverables outlined in Exhibit A (except as noted), or as approved by the Town Council. It is not intended to be used on behalf of or to offset expenses incurred by activities undertaken by MLH acting in the capacity of a Community Housing Development Organization (CHDO), unless such use of Town funds are expressly approved by the Town Council.

Section 4. Ongoing funding is subject to Town Council appropriation and subject to available

revenues. In the event that revenues are not available or not appropriated, the Town shall no longer be obligated to make any payments to MLH and MLH shall no longer be required to perform any Services on behalf of the Town. Non-appropriation of funds shall require at least 90-day notice to MLH. To the extent the additional payments are necessary to meet contractual obligations which relate to the defined deliverables provided in this agreement, MLH will need to request these funds with information on the obligations to meet contractual requirements.

Section 5. In the event MLH ceases to operate or exist, all unexpended Town funds held by MLH shall be returned to the Town.

TOWN COUNCIL STAFF REPORT

Title: Staff Report_Final_.docx

Meeting Date: August 3, 2022

Prepared by: Sandra Moberly, Community and Economic Development Director

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RECOMMENDATION:

Staff recommends that Town Council approve the professional services agreement between the Town and Mammoth Lakes Housing and authorize the Town Manager to sign the agreement subject to any Council modifications and final legal review.

BACKGROUND:

The Town and partners created Mammoth Lakes Housing (MLH) for housing-related services in 2002. Mammoth Lakes Housing has performed a number of services on the Town's behalf and working with other agencies. MLH assists with grant applications and grant management when they serve as a subrecipient and received administrative and delivery funds from grants. MLH provides a variety of housing related services and programs such as managing deed restriction design/household qualifications/ongoing stewardship of these units, public outreach/education, as well as affordable housing development of 82 rental units and 48 ownership units. MLH generally services low and moderate income households but works with others as well. The mission of MLH is to support community housing for a viable economy and a sustainable community. MLH has assisted the town in the past with housing element updates and other housing related planning document. The proposed contract continues MLH's series to provide their ongoing housing related pragmas and services and the implementation of specific deliverable on behalf of the Town as provided in the proposed agreement. Town funding for these services is recommended at $336,000 per year. This is a one year contract with provisions for three one-year automatic extension under the same terms and conditions.

On July 7, 2021, the Town Council approved a one-year contract which expired on June 30, 2022 (Attachment 1). When the Town Council approved the FY 21/22 MLH contract, they provided direction to Town staff to seek out additional housing programs and determine the level of support needed from MLH for the new housing programs. Since execution of the FY 21/22 contract, MLH has pursued other contract work, and secured HOME Grant funding and raised other funds for the Access Apartments project (238 Sierra Manor Road). The Town and MLH successfully applied for HomeKey grant to support a hotel conversion project. Additionally, the Town has solidified the Housing Now! Program and has provided the Council with updates over the past several months on the program goals and accomplishments. MLH has provided Real Estate services for elements of the Housing Now! Program.

Contract Overview

During the recent housing-related Town Council meetings, the Council has provided direction to staff to develop a list of deliverables for the MLH contract that are more succinct and oriented to specific housing focus areas. The focus areas identified by the Council include creation and preservation of deed restricted units, maintain appropriate wait lists for housing units, bring more grant money to Mammoth Lakes, provide real estate services, and provide housing services and information to the community. Staff has taken the direction provided by Council and has drafted a more succinct list of deliverables for the MLH contract (Attachment 2).

The contract funding is proposed to be $336,000 per year which is the same as the current contract amount. MLH does receive additional funding from grant subrecipient work. The additional funding varies depending on the number of grants for which they are the subrecipient. MLH also does work for other agencies.

The Town Council reviewed the draft deliverables on May 18, 2022 and did not have any specific changes to the deliverables as provided. After the May 18, 2022 Town Council meeting, the MLH Contract Committee and MLH Board have reviewed the draft deliverables and have provided comments as outlined in Attachment 2.

ANALYSIS:

The proposed 2022 contract is for a one-year period with two, one year potential renewals beginning on July 1, 2022 with a proposed compensation of $336,000/year. The majority of the proposed contract scope of work remains the same as the previous contract, with the overall change being a simplified list of deliverables and the removal of items that are part of MLH's core services as a housing non-profit. This includes things like "maintain regular office hours, provide Spanish language services, process rental applications," and other baseline services. The Council direction was to achieve a succinct summary of deliverables that are above and beyond the services that MLH provides in their role as a local housing non-profit. While it's acknowledged that the Town provides funding for the MLH core services, it is not required to call them out in detail in the contract. This will allow MLH and the Town to better track progress on the measurable deliverables that are a priority to the Town, above the MLH baseline services.

In addition to the contract with the Town, MLH engages in contract work with Mono County, Alpine County, and the City of Bishop and collaborates with other non-profit organizations and private developers on projects and programs relative to their mission to "support workforce housing for a viable economy and sustainable community."

MLH Board Requests/Responses

Staff has provided a brief summary/response to the analysis as outlined in the July 11, 2022 MLH Board staff report (Attachment 2).

1. *Ongoing term* – MLH has noted that it takes a considerable amount of time to review and negotiate the contract on an annual basis and has proposed that the contract be an annual contract with an option for an automatic renewal if there are

no issues that have been raised either from the Town or MLH. Staff has proposed the following language in response to the MLH Board's request for a longer contract period:

3.1.2. The term of this Agreement shall be renewed automatically for two (2) successive terms of one (1) year (July 1, 2023, through June 30, 2025) under the same terms and conditions. Either party may provide written notice of a decision not to renew this Agreement to the other party at least sixty (60) days prior to the expiration of the then-current term of the Agreement. Nothing herein shall prevent or require the parties to negotiate an extension or amendment to the Agreement to change its terms in connection with an extension, including without limitation by amending the compensation or scope of work.

Staff is supportive of this language as it allows the Town or MLH to make changes to the agreement on an annual basis if needed (with a sixty-day notice), but not required to dos to continue work services under the current agreement.

2. *Real Estate Services* – Mammoth Lakes Housing provides several different types of real estate services for the Town, such as preserving deed restricted units using the Revolving Loan Program and purchasing and/or selling units through the Bridge program. The MLH Board discussed the various real estate services and had concerns that the number of units being purchased through these programs exceed the existing MLH staff capacity. To that end, they proposed limits on certain real estate services provided to the Town.

    a. *Deed Restriction Preservation Program* – When MLH buys and sell units through the Deed Restriction Preservation Program (using the Town's Revolving Loan Fund) they receive a 3% commission from the seller which covers some of their carrying expenses for the unit. Because these transactions come with additional funding, MLH has proposed to continue this process of preserving deed restricted units with their typical commission and no limit on the number of units they would process through this program.
    b. *Bridge Program* – Over the past year, MLH has purchased two (2) units for the Bridge program and the Town purchased three (3) additional units that are being resold through the Bridge program. Of those five (5) units, two (2) have been sold and three (3) are being marketed for sale. Because the program is beyond the scope of the previous contract deliverables, MLH has proposed that they can buy and sell up to three (3) units per year as a part of this program without any additional requests for funding.
    c. *General Real Estate Services* – Over the past year, MLH assisted in the escrow process and purchase of one (1) unit for the Town outside of the programs listed above (*unit used as an employee housing unit*) and the Town purchased an additional unit to be used as an employee housing unit. MLH has proposed that additional real estate services will incur a cost of

1.5% to represent either the seller or buyer (representation of both seller and buyer would be 3%)

Staff is supportive of the MLH request as outlined above and included in Attachment 1. Nothing in the agreement limits the Town's ability to work with any other entity or agent for real estate services.

3. *Miscellaneous MLH Comments* - A number of other items were suggested to be included in the deliverables per the MLH Board.
    a. Annual monitoring of the First Time Homebuyer (FTHB) portfolio – staff has added this to the deliverables.
    b. Kitzbuhl Regulatory Agreement Compliance – staff has added this to the deliverables.
    c. Annual Apartment Vacancy Report – staff has added this to the deliverables.
    d. Participate in General Plan Housing Element – staff has not included this in the deliverables as the Housing Element will not be updated until 2027.
    e. Serve as a resource to the Town (Community Indicators Report, serve on Housing Mitigation Fee working group, etc.) – staff has not included this in the deliverables as providing the town with housing statistics and participating in housing-related working groups is included within the baseline MLH services and doesn't need to be called out as a separate deliverable.
    f. Coordinate with the Town on GIS database – staff has not included this in the deliverables as providing the town with housing statistics and participating in housing-related working groups is included within the baseline MLH services and doesn't need to be called out as a separate deliverable.
    g. Participate in the continuum of care (regional homelessness coordination entity) – staff has included this in the deliverables as MLH participation allows for the access of additional grant funding for MLH/Town projects.
    h. Attend Town meetings – staff has not included this in the deliverables as providing the town with housing statistics and participating in housing-related working groups is included within the baseline MLH services and doesn't need to be called out as a separate deliverable. Additionally, the deliverables specifically call out formal updates to Town Council as a part of 6.a.

Additional Comments by MLH

In addition to the comments outlined in the July 11, 2022 staff report, MLH provided comments via "track changes" in the document attached to their staff report. Staff has reviewed these comments and provided responses as needed:

- *Introduction paragraph* – Staff had originally suggested a succinct introductory paragraph that outlines the purpose of the agreement and the focus on low to moderate Area Medium Income (AMI) levels. MLH has suggested an expanded

introduction paragraph that reflects the trusting relationship and history between the Town and MLH. Staff suggests that the introductory paragraph remain succinct to reflect MLH's core services and specific deliverable as a contractor with the town. This document isn't intended to be used as a testimony of the relationship between the entities, rather a succinct summary of the work program items to be achieved.

- *Grant Administration Fees* – MLH suggested that language be included to describe how grant administration fees would be allocated between the Town and MLH. Staff included the following language in the deliverables which is identical to the language from the 21/22 MLH deliverables:
    - "Costs of administering grants shall be paid to the extent contemplated by Section 1.c of Exhibit B."
        - Section 1.c of Exhibit B states *In addition to the payments under Section 1.a above, the Town agrees to pay MLH the administrative and activity delivery funds allowed in all housing related grants received by the Town, including CDBG, HOME, HELP Begin, etc. as mutually agreed upon through applicable subrecipient agreements. MLH acknowledges that Town may refuse to enter into subrecipient agreements that do not permit Town to retain a portion of the administrative funds to support the Town's administrative costs.*

Staff has included a clean version of the contract deliverables as Attachment 1, Exhibit A.

RECOMMENDATION

Staff recommends that the Council consider the professional services agreement with Mammoth Lakes Housing and consider authorization of the professional services agreement with Mammoth Lakes Housing for housing related services, reflecting the scope of work as shown in Exhibit A of the agreement, for an annual amount of $336,000.

FINANCIAL CONSIDERATIONS:

The contract with Mammoth Lakes Housing is funded out of the General Fund using Transient Occupancy Tax (TOT) funds. Community and Economic Development staff provide required contract oversight and program support.

LEGAL CONSIDERATIONS:

The contract will be reviewed by the Town Attorney prior to execution and his changes will be included as necessary.

ATTACHMENTS

1. Final Draft Contract with Mammoth Lakes Housing
    Exhibit A – Scope and Deliverables
    Exhibit B – Compensation

RESOLUTION No. 22-17

A RESOLUTION OF THE BOARD OF DIRECTORS OF MAMMOTH LAKES HOUSING, INC. APPROVING THE CREATION OF AN AD-HOC COMMITTEE: Annual Performance Evaluation of the Executive Director to also serve as the Board's designated representative(s) for negotiations regarding employee matters pursuant to Government Code Section 54957.6

WHEREAS, Mammoth Lakes Housing, Inc. is a nonprofit public benefit corporation formed to provide affordable workforce housing in the Eastern Sierra Region of CA; and

WHEREAS, Mammoth Lakes Housing, Inc.(MLH) has a contract agreement with the Executive Director for employment to fulfill the organization's mission to support workforce housing for a viable economy and sustainable community; and

WHEREAS, this employment contract requires annual evaluations of the Executive Director; and

WHEREAS, this employment contract expires in October 2024; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Mammoth Lakes Housing, Inc hereby creates an ad-hoc committee: Annual Performance Evaluation of the Executive Director to also serve as the Board's designated representative(s) for negotiations regarding employee matters pursuant to Government Code Section 54957.6

PASSED AND ADOPTED this 1st day of August, 2022.

AYES: _____ NAYS: _____ ABSTAIN: _____ ABSENT: _____

_____
Kirk Stapp, President

ATTEST:

_____
Patricia Robertson, Secretary

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

STAFF REPORT

Subject:	The Board will appoint members to the ad-hoc committee: Annual Performance Evaluation of the Executive Director to also serve as the Board's designated representative(s) for negotiations regarding employee matters pursuant to Government Code Section 54957.6
Presented by:	Patricia Robertson, Executive Director

BACKGROUND

The Board approved Resolution 22-17 establishing an ad-hoc committee to steward the Performance Evaluation of the Executive Director and Negotiate an employment contract renewal with the Executive Director.

RECOMMENDATION

The Board should appoint no more than four Board members to the committee.

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

STAFF REPORT

Subject: Cancel the regular Board meeting scheduled for September 5, 2022

Presented by: Patricia Robertson, Executive Director

BACKGROUND

The regularly scheduled September 2022 Board meeting falls on the Labor Day holiday.

Due to the current workload and ongoing program/project items, staff recommends that the Board cancel the September Board meeting.

If urgent items develop, staff will request to schedule a Special meeting.

RECOMMENDATION

Staff recommends that the Board cancel the regularly scheduled September 5, 2022 meeting.

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

STAFF REPORT

Subject: Committee Reports

Presented by: Various Committee Members

CURRENT COMMITTEE APPOINTMENTS	
Governance Kirk Stapp Jennifer Kreitz Agnes Vianzon	**Diversity, Equity, & Inclusion**
Programs & Housing Development Tom Hodges Jennifer Kreitz Brian D'Andrea	**Marketing & Communications** Tony Perkins Agnes Vianzon Lindsay Barksdale
Chamber Steering Committee Tom Hodges	**Board Nominations Committee** Heidi Steenstra Tom Hodges
Town Contract Committee Heidi Steenstra Tony Perkins Tom Hodges	**Fundraising for Access Apartments** Heidi Steenstra Lindsay Barksdale Jennifer Kreitz Brian D'Andrea Michelle Weltig

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

Subject: **Board Member Reports**

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

CLOSED SESSION

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