

Item available for public inspection in the Clerk's office during regular business hours (Monday - Friday, 9 AM - 5 PM)

February 20, 2024

Regular Meeting

**Item #7c. - Updated Grant
Agreement**

GRANT AGREEMENT

This Grant Agreement (this “Agreement”) is entered as of February 20, 2024, between the County of Mono, (“County”) a political subdivision of the State of California, and Eastern Sierra Community Housing, Inc., (ESCH) a California nonprofit public benefit corporation, with respect to the following facts:

PARTIES: This Agreement between ESCH, with primary place of business at 587 Old Mammoth Road, Suite #4, P.O. Box 260, Mammoth Lakes, CA 93546 and the County, 74 N. School Street, P.O. Box 696, Bridgeport, CA 93517 for the provision of financial support for the Access Apartment project located at 238 Sierra Manor Road, Mammoth Lakes, CA 93546. The County and ESCH shall be referred individually as “the Party” or collectively as “the Parties.”

RECITALS

WHEREAS, the County supports the creation of additional affordable housing units within the County; and

WHEREAS, ESCH acquired the commercial property located at 238 Sierra Manor Road for the purpose of rehabilitating the property into thirteen (13) affordable housing units referred to as the Access Apartments project (“Project”); and

WHEREAS, funding for the Project includes Federal and State grants secured by ESCH and the Town of Mammoth Lakes, a commitment of funds from the Town of Mammoth Lakes and the County, other grants and donations, and use of ESCH resources; and

WHEREAS, as of February 2024, there is an anticipated budget shortfall of approximately \$300,000, in addition to the within funds, which is to be made up by ESCH willing to forego a portion of, the reimbursement for prior expenses, including payments on the site acquisition loan, predevelopment professional services (i.e., construction drawings, NEPA/CEQA environmental review, etc.), and ESCH developer fees; and

WHEREAS, to meet cashflow requirements, the County is committed to providing the within funds to eliminate ESCH incurring additional construction loan costs; and

WHEREAS, the County recognizes the risk and the potential for substantial unknown costs that are inherent in rehabilitation projects such as the proposed Project that involve the conversion of existing commercial structures into residential housing units; and

WHEREAS, the provision of additional affordable units meets the County’s Strategic Plan Focus Areas of 1) A Thriving Economy, 2) Safe and Health Communities, and 3) Workforce and Operational Excellence.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

FUNDING: The Board of Supervisors has authorized six hundred thousand dollars (\$600,000) of funding be provided as a grant to support the Project located at 238 Sierra Manor Road, Mammoth Lakes, CA 93546. The Board of Supervisors has further authorized County Administrative Officer to execute all necessary documents to effectuate the grant and intends this instrument to reflect the terms of the grant.

PURPOSE OF FUNDING: The County is providing funding to ESCH to support the creation of up to 13 units of affordable housing. The funding will be provided for the following purposes:

- Construction of up to 13 affordable housing units with income levels ranging from very low to moderate income levels.
- Provide cash flow needs through the construction project as grant reimbursements can take several weeks.
- The County grant funds are not intended to be used by ESCH for the reimbursement of previously expended ESCH funds related to property acquisition, predevelopment design costs (i.e., construction drawings environmental review, etc.), ongoing maintenance and property management, and/or carrying costs (i.e., insurance, snow removal, etc.).

TERM: The funding provided for in this Agreement will be provided within sixty (60) days of the issuance of building permits for the Project.

INDEMNIFICATION: ESCH, and any respective successors and assigns, shall indemnify, defend, and hold the County, its elected and appointed officials, employees, agents, successors, and assigns, free and harmless of any and all claims, liability, loss, damage, or expenses resulting from performance by ESCH, or any contractor, of the work funded in whole or part by the County.

PUBLIC BENEFIT: The County supports the expansion in the number of affordable community housing units available for the regional workforce. The provision of additional affordable units meets the County's Strategic Plan.

LAWS & REGULATIONS; EMPLOYEE/LABOR CERTIFICATIONS: ESCH shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the work performed or contracted for related to the Project as provided for herein. ESCH shall indemnify the County against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

GOVERNING LAW; VENUE; GOVERNMENT CODE CLAIM COMPLIANCE; ATTORNEY'S FEES: This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in Mono County, California. In addition to any and all

contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, ESCH must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the County. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by ESCH. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, ESCH shall be barred from bringing and maintaining a valid lawsuit against the County. 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 shall be entitled to recover all reasonable fees and costs incurred, including reasonable attorneys' fees, as determined by the court.

ASSIGNMENT; AMENDMENT: This Agreement may not be modified or altered except in writing signed by both Parties.

ENTIRE AGREEMENT; CONSTRUCTION & CAPTIONS: This is an integrated Agreement representing the entire understanding of the Parties as to those matters contained herein and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. 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. The captions of the various 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.

EXECUTION: The individuals executing this Agreement represent and warrant their authority to bind their respective parties. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be signed electronically, and a facsimile or electronically stored copy of this Agreement shall be treated as an original.

[signatures on following page]

MONO COUNTY

Approved by:

SANDRA MOBERLY
COUNTY ADMINISTRATIVE OFFICER

EASTERN SIERRA COMMUNITY HOUSING

Reviewed and Approved by:

Name: PATRICIA ANN ROBERTSON
Title:

APPROVED AS TO FORM

NAME: CHRISTOPHER BECK
TITLE: ASSISTANT COUNTY COUNSEL