

# **Attachment C**

**Mental Health Supportive  
Services Agreement  
Heritage Ridge Senior**

## **MENTAL HEALTH SUPPORTIVE SERVICES AGREEMENT**

This Mental Health Supportive Services Agreement (“Agreement”) is entered into this eighth day of April, 2025, (“Effective Date”) among **County of Santa Barbara** (“County”), a political subdivision of the State of California, **Heritage Ridge Senior, L.P.**(“Partnership”), a California limited partnership, and **Housing Authority of the County of Santa Barbara** (“HASBARCO”), a public body, corporate (referred to individually as “Party” and collectively as “Parties”).

**WHEREAS**, Heritage Ridge Senior, L.P., Surf Development Company, and Housing Authority of the County of Santa Barbara, submitted an application for Housing for a Healthy California (HHC), Article 1 program competitive loan funds from the California Department of Housing and Community Development (State HCD) for the development of supportive, affordable rental housing located at the corner of Calle Koral and Camino Vista, Goleta, California (APNs 073-060-031 through -043) (the “Project”); and

**WHEREAS**, the Project will provide twelve (12) of the newly constructed housing units designated for HHC-eligible senior persons, age 62 or older, including persons with serious mental illness who are chronically homeless, homeless, or at-risk of being chronically homeless, and a high-frequency health care user upon initial eligibility, is a Medi-Cal beneficiary, is eligible for Supplemental Security Income, is eligible to receive services under a program providing services promoting housing stability, including but not limited to Health and Safety Code Section 53595, regardless of sobriety (“HHC tenants”); and

**WHEREAS**, the Partnership will be the owner of the Project; and

**WHEREAS**, HASBARCO was awarded \$5,450,000 in funds by HHC for the Heritage Ridge Senior Project and Surf Development Company, HASBARCO, and Heritage Ridge Senior, L.P. entered into a Standard Agreement (21-HHCC-0013) with State HCD on July 12, 2023; and

**WHEREAS**, the Partnership has authorized HASBARCO to act as the Partnership’s agent for purposes of this Agreement subject to the terms of the Partnership’s Limited Partnership Agreement, as may be amended, and as long as HASBARCO is an Administrative General Partner in the Partnership; and

**WHEREAS**, HASBARCO will be the property manager of the Project, subject to the terms of the Property Management Agreement between Partnership and HASBARCO, as may be amended; and

**WHEREAS**, County will be the Lead Service Provider of the Project and commits to providing mental health services and coordinating the provision of, or referral to, other types of supportive services (“mental health supportive services”) to eligible HHC tenants at the Project for a minimum of fifty-five (55) years; and

**WHEREAS**, County represents that County, County's personnel, and/or providers with whom the County may subcontract have the qualifications and experience to properly perform such services; and

**WHEREAS**, the Partnership desires to enter into an independent contractor arrangement with County for County, through its Department of Behavioral Wellness or its subcontractor(s), to provide mental health supportive services to eligible HHC tenants at the Project; and

**WHEREAS**, the Parties concurrently enter into a Memorandum of Understanding ("MOU") identifying the roles and responsibilities of County as Lead Service Provider, Partnership as the Project owner, and HASBARCO as the Property Manager and incorporate the MOU herein.

**NOW, THEREFORE**, pursuant to the terms, covenants, and conditions referenced herein, County, Partnership, and HASBARCO hereby agree as follows:

**1. DESIGNATED REPRESENTATIVE**

Behavioral Wellness' Director, at phone number 805-681-5220, is the representative of County and will administer this Agreement for and on behalf of County. The Partnership's representative is its Managing General Partner, Surf Development Company, Robert P. Havlicek, Chief Executive Officer, at phone number 805-736-3423. HASBARCO's representative is President and CEO, Robert P. Havlicek, Jr., at phone number 805-736-3423. Changes in designated representatives shall be made only after advance written notice to the other party.

**2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective Parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County:                    Director  
                                      Santa Barbara County  
                                      Department of Behavioral Wellness  
                                      300 N. San Antonio Road  
                                      Santa Barbara, CA 93110  
                                      FAX: 805-681-5262

To HASBARCO:             Robert P. Havlicek, Jr., Executive Director  
                                      Housing Authority of the County of Santa Barbara  
                                      815 West Ocean Ave  
                                      Lompoc, CA 93436  
                                      FAX: 805-735-7672

To Partnership:            Heritage Ridge Senior, L.P.  
                                      Robert P. Havlicek, Jr., Chief Executive Officer  
                                      Surf Development Company, Managing General Partner  
                                      815 West Ocean Avenue  
                                      Lompoc, CA 93436  
                                      FAX: 805-735-7672

or at such other address or to such other person that the Parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

The Parties agree to provide the services and obligations set forth in EXHIBIT A attached hereto and incorporated herein by reference.

### **4. TERM**

County shall commence performance no later than thirty (30) days of issuance of Certificate of Occupancy, and shall renew automatically for additional one-year terms thereafter for a maximum of fifty-five (55) years, subject to annual review by the Parties at least sixty (60) calendar days before renewal, or unless earlier terminated as set forth herein.

### **5. COMPENSATION OF COUNTY.**

In full consideration for County's services, County shall be reimbursed for its services under this Agreement in accordance with the terms of EXHIBIT B(s) attached hereto and incorporated herein by reference. Reimbursement for services will be made by HASBARCO, as the property manager of the Project and on behalf of Partnership, to the County. Partnership and HASBARCO anticipate using the net operating income from the Project to reimburse County for services. HASBARCO will work with County to offset scheduled funding from the Project operations by reimbursement amounts for supportive services obtained from Medi-Cal, Cal AIM, Permanent Local Housing Assistance Program, and other similar funding sources.

### **6. INDEPENDENT CONTRACTOR.**

It is mutually understood and agreed that each Party (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an Independent Contractor as to the other Party and not as an officer, agent, servant, employee, joint venture, partner, or associate of the other party. Furthermore, Partnership and HASBARCO shall have no right to control, supervise, or direct the manner or method by which County shall perform its work and function. Each Party understands and acknowledges that it shall not be entitled to any of the benefits of an employee of the other Party, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Each Party shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, each Party shall be solely responsible and save the other harmless from all matters relating to payment of its own employees, including compliance with Social Security withholding and all other regulations governing such matters.

### **7. STANDARD OF PERFORMANCE.**

The Parties represent that each has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, the Parties shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which each is engaged and in accordance with all applicable State and Federal laws,

rules and regulations including, but not limited to, Supportive Services under HHC Article I Guidelines Section 112, Housing First requirements under HHC Article I Guidelines Section 113, and Vulnerable Populations Best Practices under HHC Article I Guidelines Section 116. All products of whatsoever nature, which one Party delivers to the other pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in the Party's profession. Each Party shall obtain and maintain its own permits and/or licenses without additional compensation.

**8. DEBARMENT AND SUSPENSION.**

- A.** Partnership and HASBARCO certify to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Partnership and HASBARCO certify that it shall not contract with a subcontractor that is so debarred or suspended.
  
- B.** This certification is a material representation of fact relied upon by County. If it is later determined that Partnership and HASBARCO did not comply with 2 C.F.R. part 180 and 48 C.F.R. part 9.4, in addition to the remedies available to the California Department of Housing and Community Development, the Federal Government may pursue available remedies including, but not limited to, suspension and/or debarment.
  
- C.** This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 48 C.F.R. part 9.4. As such Partnership and HASBARCO are required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  
- D.** Partnership and HASBARCO must comply with 2 C.F.R. part 180 and 48 C.F.R. part 9.4 and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

**9. TAXES.**

Each Party shall pay all taxes, levies, duties, and assessments of every nature due in connection with any of its obligations under this Agreement and shall make any and all payroll deductions required by law. Neither Party shall be responsible for paying any taxes on the other Party's behalf, and should either Party be required to do so by state, federal, or local taxing agencies, the other Party agrees to promptly reimburse such Party for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

**10. CONFLICT OF INTEREST.**

Each Party covenants that it presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with such Party's obligations under this Agreement. Each Party further covenants that in the performance of such Party's

obligations under this Agreement, no person having any such interest shall be employed by such Party. Each Party must promptly disclose to the other Party, in writing, any potential conflict of interest. The Parties retain the right to waive a conflict of interest disclosed by the other Party if the waiving Party determines it to be immaterial, and such waiver is only effective if provided to the other Party in writing. Each Party acknowledges that state laws on conflict of interest, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code Section 1090, apply to this Agreement.

#### **11. NO PUBLICITY OR ENDORSEMENT.**

Partnership and HASBARCO shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Partnership and HASBARCO shall not use County's name or logo in any manner that would give the appearance that County is endorsing Partnership or HASBARCO. Partnership and HASBARCO shall not in any way contract on behalf of or in the name of County. Partnership and HASBARCO shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning County or its projects, without obtaining the prior written approval of County.

#### **12. COUNTY PROPERTY AND INFORMATION.**

All of County's property, documents, and information provided for Partnership or HASBARCO's use in connection with the services under this Agreement shall remain County's property, and Partnership and HASBARCO shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Partnership and HASBARCO may use such items only in connection with this Agreement. Partnership and HASBARCO shall not disseminate any County property, documents, or information without County's prior written consent.

#### **13. CONFIDENTIALITY OF INFORMATION**

The services provided by the County under this agreement are governed by Federal and State privacy laws, including Welfare and Institutions Code (WIC) § 5328; 42 United States Code (U.S.C.) § 290dd-2; and 45 CFR, Parts 160 — 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The County shall maintain the confidentiality of patient records and any other health information of the HHC tenants in accordance with all applicable laws.

#### **14. RECORDS, AUDIT, AND REVIEW.**

- A.** Each Party shall keep all records and supporting documentation pertaining to its obligations under this Agreement, as may be amended, as would be kept by a reasonably prudent practitioner of such Party's profession and shall maintain all records for not less than five (5) years following the termination of this Agreement and after the federal and state periods of affordability terminates. If any litigation, claim, negotiation, audit, monitoring, inspection or other action commences during this required retention period, all records must be retained for five (5) years after the conclusion or resolution of the matter. All accounting records shall be kept in accordance with generally accepted accounting principles.
- B.** Each Party and any authorized state or federal official or designee, shall have the right to audit, review, and copy any records and supporting documentation of the

other Party pertaining to the performance of this Agreement, in accordance with applicable law. In the event of a dispute, the decision of Behavioral Wellness shall be final regarding the disclosure of information to Partnership or HASBARCO pertaining to Behavioral Wellness' services provided hereunder, in accordance with applicable law.

- C. Each Party shall allow the auditor(s) access to such documents and records at any time during regular business hours or upon reasonable notice, and to allow interviews of any employees who might reasonably have information related to such records. Each Party agrees to include a similar right to audit records and interview staff in any subcontract related to performance of such Party's obligations under this Agreement.
- D. Each Party agrees that the CA State HCD or its designee, and the County of Santa Barbara must have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. Each Party agrees to provide the CA State HCD or its designee with any relevant information requested and must permit the CA State HCD or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Government Code § 8546.7. Each Party further agrees to maintain such records in compliance with 2 C.F.R. Part 200 and 24 C.F.R. § 93.407. Each Party may contact the CA State HCD for specific record retention questions regarding this Agreement. County may inquire to HASBARCO for record retention questions regarding this Agreement and HASBARCO must provide reasonable assistance to County. Each Party also agrees to include in any contract that it enters into, in an amount exceeding \$10,000.00, a provision establishing the CA State HCD's right to audit the contractor's records and interview their employees.
- E. The performance of this Agreement by each Party must be subject to examination and audit by the State Auditor pursuant to Government Code § 8546.7. HASBARCO is responsible for the completion of any required audits and all costs of preparing audits. If there are audit findings, then HASBARCO must submit a detailed response acceptable to CA State HCD for each audit filing to HASBARCO. County may provide reasonable assistance to HASBARCO regarding the Mental Health services under this Agreement.

**15. INDEMNIFICATION AND INSURANCE**

Partnership and HASBARCO agree to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

**16. NONDISCRIMINATION.**

During the performance of this Agreement, the Parties and their subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for

employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Parties shall insure that the evaluation and treatment of employees and applicants for employment is free of such discrimination. The Parties and their subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), the Violence Against Women Reauthorization Act of 2013 (VAWA), and the regulations or standards adopted by the awarding state agency to implement such article. The Parties and their subcontractors shall not conduct programs, policies or any activities contemplated in this Agreement that substantially affect human health or the environment in a manner that excludes persons based on race, color, or national origin pursuant to Executive Order 12898. The Parties shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. The Parties and their subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Additionally, the County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and HASBARCO agrees to comply with said ordinance.

#### **17. DRUG-FREE WORKPLACE**

The Parties acknowledge and agree to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and the U.S. Department of Housing and Urban Development's (HUD) implementing regulations at 2 C.F.R. Part 2429 in the performance of this Agreement.

#### **18. NONEXCLUSIVE AGREEMENT.**

Partnership and HASBARCO understand that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided herein as the County desires.

#### **19. NON-ASSIGNMENT.**

Partnership and HASBARCO shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

#### **20. TERMINATION.**

**A.** This Agreement may be terminated upon the occurrence of any of the following events:

1. Upon the mutual written agreement of the Parties hereto;



2. Either Party may terminate this Agreement for convenience in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Partnership and HASBARCO shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
  3. Upon written notice of failure to perform, if any Party shall fail to perform its obligations under this Agreement and such failure shall continue for a period of at least sixty (60) days after written notice thereof from the Party claiming such default; or
  4. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for County to provide mental health services in the fiscal year(s) covered by the term of this Agreement, then County will notify Partnership and HASBARCO of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to provide services with regard to the remainder of the term.
  5. CA State HCD may terminate its Agreement (21-HHCC-00013) with Heritage Ridge Senior, L.P. (Partnership) and HASBARCO if there is a breach or violation in their Agreement or any provision of CA State HCD Senate Bill 2. Termination of the Agreement with HHC would result in the termination of this Supportive Services Agreement within the same time frame.
  6. If directed by the CA State HCD upon termination of this Agreement, the Parties and their subcontractors must cause all records, accounts, documentation and all other materials relevant to the Work to be delivered to the CA State HCD as depository.
  7. If Partnership and HASBARCO Agreement with CA State HCD is terminated, Partnership and HASBARCO must provide the County with a minimum of thirty (30) days written notice.
- B.** Upon expiration or termination, Partnership and HASBARCO shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Partnership or HASBARCO in performing its obligations under this Agreement, whether completed or in process, except such items as County may, by written permission, permit Partnership or HASBARCO to retain. Upon any termination,

Partnership and HASBARCO shall also provide County with reasonable and timely assistance with making an orderly transition to a new property manager.

- C. Upon termination, Partnership and HASBARCO shall provide County with reasonable assistance in winding down this Agreement including transitioning to a successor property manager and delivering to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Partnership or HASBARCO in performing its obligations under this Agreement, whether completed or in process, except such items as County may, by written permission, permit Partnership or HASBARCO to retain. County shall provide Partnership and HABARCO property-related reports, records, documents, or papers as may have been accumulated or produced by County in performing its obligations under this Agreement, whether completed or in process, except any and all information containing any client Personal Health Information (PHI).

**21. SECTION HEADINGS.**

The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**22. SEVERABILITY.**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**23. REMEDIES NOT EXCLUSIVE.**

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**24. TIME IS OF THE ESSENCE.**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**25. NO WAIVER OF DEFAULT.**

The Parties agree that no delay or omission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to the Parties shall be exercised from time to time and as often as may be deemed expedient.

**26. ENTIRE AGREEMENT AND AMENDMENT.**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the Parties and there have been no promises, representations, agreements, warranties

or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or HASBARCO's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

**27. SUCCESSORS AND ASSIGNS.**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

**28. COMPLIANCE WITH LAW.**

Each Party, in performing its respective obligations under this Agreement, shall, at its sole cost and expense, comply with all County, State and Federal rules, regulations, ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The loan recipient, Surf Development Company, HASBARCO, and Heritage Ridge Senior, L.P., must follow the procurement standards in 2 C.F.R. §§ 200.318 through 200.327. Surf Development Company, HASBARCO, and Heritage Ridge Senior, L.P. activities funded with HHC funds are required to comply with 24 CFR Part 93.350 and 24 CFR Part 93.301.

**29. CALIFORNIA LAW AND JURISDICTION.**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**30. EXECUTION OF COUNTERPARTS.**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

**31. AUTHORITY.**

All signatories and Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Partnership and HASBARCO hereby warrant that it shall not have breached the terms or conditions of any other contract or agreement to which Partnership or HASBARCO

is obligated, which breach would have a material effect hereon.

**32. SURVIVAL.**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**33. PRECEDENCE.**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections. If there is a conflict between this Agreement and the MOU, the MOU shall prevail.

**34. FORCE MAJEURE.**

The Parties agree that none of them shall be responsible for delays or failures in performance resulting from acts beyond the control of any party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

**35. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.**

The Parties shall comply with the requirements of 2 C.F.R. Part 200, which is incorporated herein by reference.

**36. MANDATORY DISCLOSURE.**

The Parties must promptly disclose whenever, in connection with this Agreement (including any activities or subcontracts thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable). Contractor is also required to report matters related to County, State, or Federal agency's integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339 Remedies for noncompliance. (See also 2 C.F.R. part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

**37. BYRD ANTI-LOBBYING AMENDMENT.**

Surf Development Company, HASBARCO, and Heritage Ridge Senior, L.P. shall file the required certification attached as Exhibit D, Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended), which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

### **38. PROCUREMENT OF RECOVERED MATERIALS.**

- A.** Surf Development Company, HASBARCO, and Heritage Ridge Senior, L.P. shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. § 6962](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B.** Surf Development Company, HASBARCO, and Heritage Ridge Senior, L.P. should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

### **39. DOMESTIC PREFERENCES FOR PROCUREMENTS.**

- A.** Surf Development Company, HASBARCO, and Heritage Ridge Senior, L.P. should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B.** For purposes of this section:
  - 1.** “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - 2.** “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **40. CLEAN AIR ACT.**

- A.** Surf Development Company, HASBARCO, and Heritage Ridge Senior, L.P. agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B.** The Parties agree to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional

Office.

- C. Surf Development Company, HASBARCO, and Heritage Ridge Senior, L.P. agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**41. FEDERAL WATER POLLUTION CONTROL ACT.**

- A. Surf Development Company, HASBARCO, and Heritage Ridge Senior, L.P. agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- B. The Parties agree to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. Surf Development Company, HASBARCO, and Heritage Ridge Senior, L.P. agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**42. PROHIBITIONS ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

- A. Surf Development Company, HASBARCO, and Heritage Ridge Senior, L.P. is prohibited from obligating or expending loan or grant funds to:
  - 1. Procure or obtain covered telecommunications equipment or services;
  - 2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
  - 3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B. As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:
  - 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - 2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - 3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
  - 4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in

consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- C. For the purposes of this section, “covered telecommunications equipment or services” also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- D. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. Contractor certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. Contractor is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
- F. See [Public Law 115-232](#), section 889 for additional information and 2 C.F.R. [§ 200.471](#).

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SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE**

Mental Health Supportive Services Agreement between the **County of Santa Barbara, Heritage Ridge Senior, L.P., and Housing Authority of the County of Santa Barbara.**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective on the eighth day of April, 2025.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
LAURA CAPPS, CHAIR, BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

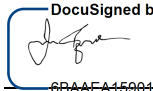
By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**  
RACHEL VAN MULLEM  
COUNTY COUNSEL

By:  \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**  
BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By:  \_\_\_\_\_  
Deputy

**RECOMMENDED FOR APPROVAL:**  
ANTONETTE NAVARRO, LMFT,  
DIRECTOR  
DEPARTMENT OF BEHAVIORAL WELLNESS

By:  \_\_\_\_\_  
Director

**APPROVED AS TO FORM:**  
GREG MILLIGAN, ARM  
RISK MANAGER

By:  \_\_\_\_\_  
Risk Manager



**PARTNERSHIP:**

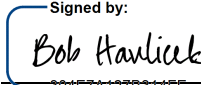
**HERITAGE RIDGE SENIOR, L.P.**

By:  Signed by:  
304E7A127B314FE  
Authorized Representative  
Surf Development Company,  
Managing General Partner

Name: Robert P. Havlicek, Jr.  
Title: Chief Executive Officer  
Date: 3/25/2025

**HASBARCO:**

**HOUSING AUTHORITY OF THE  
COUNTY OF SANTA BARBARA**

By:  Signed by:  
304E7A127B314FE...  
Authorized Representative

Name: Robert P. Havlicek, Jr.  
Title: Executive Director  
Date: 3/25/2025

**THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:**

**EXHIBIT A – STATEMENT OF WORK**

**EXHIBIT B – FINANCIAL PROVISIONS**

EXHIBIT B      Financial Provisions

EXHIBIT B-1    Schedule of Fees

**EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**

**EXHIBIT D - CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS – BYRD ANTI-LOBBYING AMENDMENT**

**EXHIBIT A**  
**STATEMENT OF WORK**

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**EXHIBIT A**  
**STATEMENT OF WORK**

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- 1. PERFORMANCE.** The County, through its Department of Behavioral Wellness (BWell) or a County-contracted service provider, will provide on- and off-site supportive services to eligible Housing for a Healthy California (HHC) tenants residing at the affordable rental housing development located at the corner of Calle Koral and Camino Vista, Santa Barbara, California (the Project) as specified herein and otherwise in accordance with applicable provisions of the Standard Agreement between Surf Development Company, HASBARCO, and Heritage Ridge Senior, L.P entered into with the California Department of Housing and Community Development for HHC funding (Contract No. 21-HHCC-00013), HHC Guidelines (issued May 13, 2019 and amended February 28, 2020) (Article I Guidelines Section 112), and HHC laws and regulations and the Memorandum of Understanding (MOU) (incorporated herein by this reference) entered into among County, Partnership, and HASBARCO as required by Sections 102 and 112 of the HHC Guidelines, all of which may be amended and pursuant to those amendments.

Property management staff and service providers must make participation in Supportive Services by HHC tenants voluntary, flexible, and individualized, so HHC tenants may continue to engage with Supportive Services providers, even as the intensity of services needed may change. Adaptability in the level of services should support tenant engagement and housing retention. Access to or continued occupancy in housing cannot be conditioned on participation in services or on sobriety.

Supportive Services will be provided at the Heritage Ridge Community, or another location easily accessible to tenants.

**2. GOALS.**

- A.** Deliver seamless services to eligible HHC tenants to avoid gaps in service;
- B.** Integrate services with Behavioral Wellness clinics and other Community-Based Organizations and/or Agencies (CBO/CBA);
- C.** Empower tenants by providing skill building assistance;
- D.** Enhance tenants' independent living skills;
- E.** Achieve and maintain stable/permanent housing for tenants.

**3. COUNTY OBLIGATIONS.**

- A.** County of Santa Barbara Department of Behavioral Wellness (BWell) or a County-contracted service provider shall provide behavioral health supportive services to eligible HHC tenants residing at the Project, as needed, onsite, or at another location easily

accessible to tenants, for a minimum of 35.2 hours per week. Behavioral Health supportive services provided for persons with co-occurring mental and physical disabilities, or co-occurring mental and substance use disorders shall include, but not be limited to:

- i. Case management (on-site at the Project);
- ii. Peer support activities (on-site at the Project);
- iii. Support linking to Behavioral Health Care;
- iv. Support linking to Primary Care Services including access to routine and preventative health and dental care, medication management, and wellness services;
- v. Benefits counseling and advocacy, including assistance in accessing SSI/SSP and enrolling in Medi-Cal;
- vi. Basic housing retention skills (such as unit maintenance and upkeep, cooking, laundry and money management);
- vii. Transportation assistance for tenants for attending appointments at off-site service provider locations.
- viii. County may, in its sole and absolute discretion, provide the foregoing mental health supportive services to other, non-HHC tenants residing at the Project directly or through a County-contracted service provider.

**B.** BWell or a County-contracted service provider will provide, or coordinate the provision of, or referral to, the following additional services to tenants as needed by individual tenants.

- i. Behavioral Health supportive services for persons with co-occurring mental and physical disabilities, or co- occurring mental and substance use disorders not listed above under Section 3. A. (Services) of this Exhibit A;
- ii. Recreational and social activities:
- iii. Support linking to educational services, including assessment, GED, school enrollment, assistance accessing higher education benefits and grants, and assistance in obtaining reasonable accommodations in the education process;
- iv. Support linking to employment services, such as supported employment, job readiness, job skills training, job placement, and retention services (in alignment with 24 CFR, Part 7, Clause 3), or programs promoting volunteer opportunities for those unable to work Recreational and social activities; and
- v. Obtaining access to other needed services, such as civil legal services, or access to food and clothing.

**C.** Except as otherwise provided in this Agreement, the services may be provided onsite at

the Project or offsite at another location easily accessible to HHC tenants.

- D. County will provide a Behavioral Wellness or County-contracted case manager for 35.2 FTE hours.
- E. Subject to the terms and conditions of this Agreement and the regulations applicable to the HHC Program, as may be amended, BWell, or designee/subcontractor shall determine the method, details, and means of performing the services described herein.
- F. BWell, or designated subcontractor, will participate in Residency Council meetings with onsite housing management.
- G. BWell, or designee/subcontractor, will meet regularly with HASBARCO to review tenants' tenancies in order to assure integrated housing and support services with the joint goal of tenant engagement and housing retention.

#### **H. Tenant Outreach, Engagement, and Retention Strategies**

- i. BWell, or designee/subcontractor, will participate with Property Management to outreach to applicants and prospective residents, participate in potential tenant assessment prior to leasing, outreach through door-knocking, peer contacts, leafleting and outreach to organizations working directly with the targeted population.
  - ii. BWell, or designee/subcontractor, will engage with tenants to find points of interest that will entice them to participate in onsite supportive services on an individual basis. Frequently, this involves distribution of surplus food, as well as peer group common meal prep and social activities.
  - iii. BWell, or designee/subcontractor, will use motivational strategies, trauma-informed strategies, and WRAP peer-led strategies to engage residents in social interaction, building operations and community involvement. Tenants will be given the opportunity to participate in tenant-led committee on resolving tenants' grievances and maintaining the development's community spaces and planning community events.
  - iv. Additionally, the peer-led support groups are vital in supporting tenants in planning, adapting, and then communicating to their recovery team what services the tenants need and the manner in which they should be delivered. The development of tenants' WRAP plan will help them plan and deliver their services, as part of their Recovery Model. Tenants will have the opportunity to serve on the tenant-led committees
- I. BWell, or designee/subcontractor, and Property Management will develop a Tenant Satisfaction Survey, which will include questions regarding the general provision of services in the project. The survey will be put in each tenant's mailbox, and surveys can be left anonymously in the manager's post box. Surveys will be reviewed jointly by BWell, or designee/subcontractor, and housing staff quarterly and the outcome measured will include general rating of the tenant's happiness living in the project, overall satisfaction with housing accommodations and suggestions for additional supportive services.
  - J. **Transportation Plan.** BWell, or designee/subcontractor, will contract with a contractor

to provide transportation solutions, as needed by residents; will assist HHC tenants to learn the local public transportation system; will work to improve coordination, cooperation, and communication on behalf of HHC tenants and transportation agencies and the service provider community; increase and communicate alternative non-emergency transportation options for HHC tenants; and as a long term strategy, improve transportation options in Santa Barbara County to facilitate independence and self-sufficiency.

**K. Cultural Competency.**

- i. BWell, or designee/subcontractor, are required to take Cultural Competency training annually for services to persons of different races, ethnicities, sexual orientation, gender identities, and gender expression. Supportive Services plan will adhere to the Housing First core components pursuant to Welfare and Institutions Code Section 8255(b).
  - ii. Supportive Services plan will adhere to the Housing First core components pursuant to Welfare and Institutions Code Section 8255(b).
  - iii. Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).
  - iv. Contractor will strive to fill direct service positions with bilingual staff in County's threshold language (Spanish).
  - v. Contractor shall provide services that consider the cultural aspects of mental illness, as well as the ethnic and cultural diversity of clients and families served. Additionally, any materials provided to the public must be printed in Spanish (threshold language).
- L. Subject to the terms and conditions of this Agreement and the regulations applicable to the HHC Program, as may be amended, BWell, or designee/subcontractor shall determine the method, details, and means of performing the services described herein.

**4. PARTNERSHIP'S OBLIGATIONS**

**A. Project Property Management.**

HASBARCO, as Property Manager and on behalf of the Partnership, shall cooperate with County as may be reasonably necessary for County to perform its services.

**B. HHC Unit Rental Process**

- i. HASBARCO, as Property Manager and on behalf of the Partnership, shall receive and screen County referrals for tenancy at the Project under the HHC Housing Program.
- ii. HASBARCO will employ and supervise an on-site property manager subject to the terms of the Project's Property Management Agreement and the Partnership's Agreement of Limited Partnership, as each may be amended from time to time.
- iii. HHC eligible tenants will be selected through the use of the County Coordinated Entry

System (CES) an assessment tool to determine eligibility and needs of individuals and families seeking homeless assistance based on individual needs and strengths, for those at-risk of chronic homelessness in accordance with the provisions of 25 CCR Section 8305 and in compliance with Housing First requirements consistent with the core components set forth in Welfare and Institutions Code Section 8255(b).

- iv. HASBARCO will accept HHC tenants regardless of sobriety, participation in services or treatment, history of incarceration, credit, or history of eviction in accordance with practices permitted pursuant to Welfare and Institutions Code Section 8255.
  - v. HASBARCO will not exclude an applicant with a voucher under Section 8 Tenant-Based Assistance: Housing Choice Voucher program (24 C.F.R. Part 982) or an applicant participating in a HOME tenant-based rental assistance program (24 C.F.R. Part 92) because of the status of the prospective tenant as a holder of such voucher or comparable HOME tenant-based assistance document;
  - vi. HASBARCO will provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable;
  - vii. HASBARCO will provide a preference for accessible Units to persons with disabilities requiring the features of the accessible Units in accordance with Section 10337(b)(2) of the TCAC regulations;
  - viii. HASBARCO will comply with the Violence Against Women's Act requirements prescribed in 24 C.F.R. § 93.356;
  - ix. After initial lease-up of all HHC-designated units, HASBARCO will use the CES to fill vacancies, as they occur, for the twelve (12) HHC designated units.
  - x. HASBARCO will participate in Residency Council meetings with County or designee/subcontractor.
  - xi. HASBARCO will provide County with a copy of any denial notice to HHC-eligible applicants.
  - xii. HASBARCO will provide County with the Project's occupancy list on a regular basis.
- C. HASBARCO shall cooperate with County as may be reasonably necessary for County to perform its services under this Agreement. President/CEO of HASBARCO agrees to provide assistance to County or a County-contracted provider as requested regarding particular service-related requirements.

## **5. SHARED RESPONSIBILITIES OF ALL PARTIES**

### **A. Implementing Evidence-Based Practices.**

BWell and HASBARCO as Property Manager and on behalf of Partnership shall provide the following evidence-based practices to engage and assist HHC tenants in addressing behaviors that could lead to eviction or to assist in accessing other housing:

- i. Critical time intervention
- ii. Cognitive behavioral therapy



- iii. Trauma-informed care
- iv. Motivational interviewing
- v. Voluntary “moving-on” strategies
- vi. Assertive community treatment

**B. Non-Discrimination**

Upon development and throughout the term of the Project, the Parties will work together to ensure that tenants who do not speak English and those who have sensory disabilities are able to effectively communicate with the County and HASBARCO, as the property manager for the Project.

**6. COORDINATION OF SERVICES.**

- A. County and designated HASBARCO staff shall participate in coordination meetings with each other and shall meet regularly, as needed, to review the tenancies of HHC-eligible Project tenants in order to ensure integrated housing and supportive services with the joint goal of tenant engagement and housing retention.
- B. If the termination of the Property Management Agreement between Partnership and HASBARCO regarding the Project is imminent, Partnership and HASBARCO shall give the County 90 days’ advanced, written notice of the termination.

**EXHIBIT B**  
**FINANCIAL PROVISIONS**

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**EXHIBIT B**

**FINANCIAL PROVISIONS**

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**1. PAYMENT TO COUNTY.**

- A. In full consideration for County's services, HASBARCO, as the property manager of the Project and on behalf of Partnership, shall pay to County costs for services under this Agreement in accordance with Exhibit B-1.
- B. County will invoice HASBARCO quarterly for services rendered pursuant to this Agreement.
- C. Payment by HASBARCO shall be net thirty (30) days from presentation of invoice and shall be sent to:

Santa Barbara County Department of Behavioral Wellness  
ATTN: Accounts Receivable  
429 North San Antonio Road  
Santa Barbara, CA 93110

- D. HASBARCO is not entitled to compensation by County for performance of its obligations under this Agreement.

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**SCHEDULE OF FEES**

**EXHIBIT B-1**

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<b>SERVICE</b>	<b>Rates for Service</b>	<b>Annual Cost</b>
<b>Supportive Services</b>	<b>.88 FTE (35.2) hours per week</b>	<p style="text-align: center;"><b>*Estimated \$92,400 annually</b>                      *Subject to 3% annual increase thereafter</p>

**EXHIBIT C**  
**STANDARD**  
**INDEMNIFICATION**  
**AND**  
**INSURANCE PROVISIONS**

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**EXHIBIT C**

**Indemnification and Insurance Requirements**

**For Design Professional Contracts that also Include Non-Design Services**

(Specific to Heritage Ridge Senior L.P. Supportive Services Agreement)

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**INDEMNIFICATION**

**A. Indemnification pertaining to Design Professional Services:**

PARTNERSHIP AND HASBARCO agree to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the PARTNERSHIP AND HASBARCO and its employees, subcontractors, or agents in the performance of services under this Agreement. The indemnity includes the cost to defend COUNTY to the extent of the PARTNERSHIP AND HASBARCO'S proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, PARTNERSHIP AND HASBARCO shall meet and confer with other parties regarding unpaid defense costs and PARTNERSHIP AND HASBARCO shall pay COUNTY'S cost of defense to the fullest extent permitted by law.

**B. Indemnification pertaining to other than Design Professional Services:**

PARTNERSHIP AND HASBARCO agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. PARTNERSHIP AND HASBARCO'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

**NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

PARTNERSHIP AND HASBARCO shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

## INSURANCE

PARTNERSHIP AND HASBACO shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the PARTNERSHIP AND HASBARCO, its agents, representatives, employees or subcontractors.

### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL).** Insurance on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate.
2. **Automobile Liability.** Insurance covering any auto with policy limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the PARTNERSHIP AND HASBARCO'S profession, with limit no less than \$5,000,000 per occurrence or claim, \$10,000,000 aggregate as long as contract stays in effect. Defense costs must remain outside of limits.
5. **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2,000,000 per claim and \$2,000,000 aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

If the PARTNERSHIP AND HASBARCO maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the PARTNERSHIP AND HASBARCO. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

### B. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** — COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on both PARTNERSHIP and HASBARCO CGL policies

with respect to liability arising out of work or operations performed by or on behalf of the PARTNERSHIP AND HASBARCO including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the PARTNERSHIP AND HASBARCO's insurance at least as broad as ISO Form CG 20 10 11 85 (or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** — For any claims related to this Agreement, the PARTNERSHIP AND HASBARCO's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the PARTNERSHIP AND HASBARCO's insurance and shall not contribute with it.
3. **Notice of Cancellation** — Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** — PARTNERSHIP AND HASBARCO hereby grant to COUNTY a waiver of any right to subrogation which any insurer of said PARTNERSHIP AND HASBARCO may acquire against the COUNTY by virtue of the payment of any loss under such insurance. PARTNERSHIP AND HASBARCO agree to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** — Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the PARTNERSHIP AND HASBARCO to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** — Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** — PARTNERSHIP AND HASBARCO shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the PARTNERSHIP AND HASBARCO's obligation to provide them. The PARTNERSHIP AND HASBARCO shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** — In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** — PARTNERSHIP AND HASBARCO shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and



PARTNERSHIP AND HASBARCO shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

**10. Claims Made Policies** — If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the PARTNERSHIP AND HASBARCO must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**11. Special Risks or Circumstances** — COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. PARTNERSHIP AND HASBARCO agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

**EXHIBIT D**  
**CERTIFICATION FOR**  
**CONTRACTS, GRANTS,**  
**LOANS AND COOPERATIVE**  
**AGREEMENTS**  
**BYRD ANTI-LOBBYING**  
**AMENDMENT**

