

Attachment C

Hollister Loft SSA

12.17.2024



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

December 17, 2024

Present: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 24-01292

RE: Consider recommendations regarding the California Department of Housing and Community Development (State HCD) Standard Agreement with Hollister Lofts, L.P., Housing Authority of the County of Santa Barbara (HASBARCO), and Surf Development Company for No Place Like Home (NPLH) Competitive Allocation Round 2 Funds for the Hollister Lofts Project; and Memorandum of Understanding (MOU) and Mental Health Supportive Services Agreement with Hollister Lofts, L.P. and HASBARCO in connection with the award of NPLH funds for the Hollister Lofts Project, Second District, as follows:

a) Approve and authorize the Director of the Department of Behavioral Wellness to execute, on behalf of the County, State HCD Standard Agreement No. 20-NPLH-14582 with Hollister Lofts, L.P. (Partnership), HASBARCO, and Surf Development Company as joint applicants for NPLH program Competitive Allocation Round 2 funds for the Hollister Lofts affordable housing project, located at 4540 South Hollister Avenue, Santa Barbara, California, APN 061-040-030 (Project), in an amount of \$4,822,998.00 for a term of thirty (30) years from the effective date of the State HCD Agreement;

b) Approve and authorize the Director of the Department of Behavioral Wellness or designee to execute any amendments to Standard Agreement No. 20-NPLH-14582 and any and all other documents required or deemed necessary to secure NPLH Round 2 grant funds and participate in the NPLH Program without having to return to the Board for approval, subject to the Board's authority to rescind this delegated authority at any time;

c) Direct the Director of the Department of Behavioral Wellness or designee to obtain concurrence from Risk Management, Auditor-Controller, and County Counsel before exercising the delegated authority under Resolution No. 24-70, adopted April 2, 2024, and the above recommended action "b";

d) Approve and authorize the Director of the Department of Behavioral Wellness or designee to execute, on behalf of the County, a MOU with Partnership and HASBARCO that identifies the roles and responsibilities of the County, the project owner, and the property manager and commits the County's provision of mental health supportive services for a period of twenty (20) years to NPLH tenants residing at the Project;

i) Delegate to the Director of the Department of Behavioral Wellness the authority to make



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immaterial changes to the MOU per section VII.B. of the MOU without requiring the Board's approval of an amendment of the MOU, subject to the Board's ability to rescind this delegated authority at any time;

e) Approve and authorize the Chair to execute a Mental Health (MH) Supportive Services Agreement with Partnership and HASBARCO for the County's provision of MH supportive services to eligible NPLH tenants residing at the Project, wherein County shall be compensated \$84,000.00 annually, subject to 3% annual increases thereafter, for a period of twenty years; and

f) Determine that the recommended actions are not a project subject to the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15378(b)(4), finding that the actions are the creation of a governmental funding mechanism or other government fiscal activity, which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and Public Resources Code Section 21163.1, which states that a decision by a public agency to seek funding from the NPLH Program does not constitute a "project."

A motion was made by Supervisor Williams, seconded by Supervisor Nelson, that this matter be acted on as follows:

- a) and b) Approved and authorized;
- c) Directed;
- d) i) Approved and authorized;
- e) Approved and authorized; Chair to execute; and
- f) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

MENTAL HEALTH SUPPORTIVE SERVICES AGREEMENT

This Mental Health Supportive Services Agreement (“Agreement”) is entered into this 17th day of December, 2024, (“Effective Date”) among **County of Santa Barbara** (“County”), a political subdivision of the State of California, **Hollister Lofts, 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, the County Board of Supervisors approved and authorized the Director of Behavioral Wellness to submit a joint application for NPLH competitive loan funds with the Authority from the California Department of Housing and Community Development;

WHEREAS, County, as lead service provider, Partnership as borrower, submitted a joint application for No Place Like Home (“NPLH”) program competitive loan funds from the California Department of Housing and Community Development for the development of supportive, affordable rental housing located at 4540 South Hollister Avenue, Santa Barbara, California (the “Project”);

WHEREAS, County, as lead service provider, must commit to provide mental health services and coordinate the provision of, or referral to, other types of supportive services (“mental health supportive services”) to eligible NPLH tenants for a minimum of **20 years**;

WHEREAS, sixteen (16) newly constructed housing units shall be set-aside for NPLH eligible persons with serious mental illness who are chronically homeless, homeless, or at-risk of being chronically homeless (“NPLH tenants”);

WHEREAS, the Parties agree that the County’s obligations pursuant to this Agreement shall begin only upon the Project receiving its certificate of occupancy;

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

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 remains in the Partnership’s chain of ownership;

WHEREAS, the Project will include sixteen (16) newly constructed housing units set-aside for NPLH eligible persons with serious mental illness who are chronically homeless, homeless, or at-risk of being chronically homeless, hereafter “NPLH tenants;”

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

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 for eligible NPLH tenants at the Project;

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 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, 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 93034
 FAX: 805-735-7672

To Partnership: Hollister Lofts, 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 only upon the Project receiving its certificate of occupancy and shall renew automatically for additional one-year terms thereafter for a maximum of **twenty (20) 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). 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 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 similar funding.

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, the Parties 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. 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.

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, including but not limited to exclusion from participation from federal health care programs under section 1128 or 1128A of the Social Security Act. Partnership and HASBARCO certify that it shall not contract with a subcontractor that is so debarred or suspended.

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 NPLH 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. If any litigation, claim, negotiation, audit, monitoring, inspection or other action commences during this required retention period, all records must be retained until a full and final resolution of the action. 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. Each Party shall participate in any audits and reviews at its sole cost and expense.

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 are 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), and the regulations or standards adopted by the awarding state agency to implement such article. 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, but in no case less than 24 hours' notice, 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. 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.

18. 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.

19. 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. Upon notice, 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
3. 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.

B. Upon 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.

20. 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.

21. 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.

22. 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.

23. TIME IS OF THE ESSENCE.

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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(s), 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.

31. 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.

32. 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.

33. 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.

34. COORDINATION OF SERVICES.

All services are to be coordinated with the Executive Director. In the event Partnership and/or HASBARCO anticipates terminating the Property Management Agreement, such coordination shall occur between the County and the Partnership's designee, including any necessary amendments to this Agreement or the Memorandum of Understanding between the parties, and

Partnership or HASBARCO shall provide County with at least ninety (90) days prior written notice of such termination.

35. NO AGENCY.

Except as otherwise stated herein or as may be specified in writing, County, and its agents, employees, subcontractors and subconsultants shall have no authority, express or implied, to act on behalf of the Partnership or HASBARCO. Likewise, the Partnership and HASBARCO and their agents, employees, subcontractors and subconsultants shall have no authority, express or implied, to act on behalf of the County in any capacity, as agents or otherwise, or to bind the County to any obligation.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Mental Health Supportive Services Agreement between the **County of Santa Barbara, Hollister Lofts, 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 Effective Date.

COUNTY OF SANTA BARBARA:

By: 
**STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS**
Date: 12-17-24

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk
Date: 12-17-24

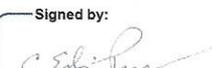
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy

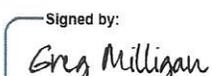
RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT,
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: 
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: 
Risk Manager

PARTNERSHIP:

HOLLISTER LOFTS, L.P.

By:

DocuSigned by:
Robert P. Havlicek, Jr.

Authorized Representative
Surf Development Company,
Managing General Partner

Name:

Robert P. Havlicek, Jr.

Title:

Chief Executive Officer

Date:

12/6/2024

HASBARCO:

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

By:

DocuSigned by:
Robert P. Havlicek, Jr.

Authorized Representative

Name:

Robert P. Havlicek, Jr.

Title:

Executive Director

Date:

12/6/2024

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – STATEMENT OF WORK

EXHIBIT B – FINANCIAL PROVISIONS

EXHIBIT B Fees and Payment to County

EXHIBIT B-1 Schedule of Rates

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT A

STATEMENT OF WORK

EXHIBIT A
STATEMENT OF WORK

1. PERFORMANCE. The County, through its Department of Behavioral Wellness (Behavioral Wellness or BWell) or a County-contracted service provider, will provide on- and off-site supportive services to eligible No Place Like Home Program (NPLH) tenants residing at the affordable rental housing development located at 4540 South Hollister Avenue, Santa Barbara, California (the Project) as specified herein and otherwise in accordance with the Standard Agreement entered into with the California Department of Housing and Community Development for NPLH funding (Contract No. 20-NPLH-14582), NPLH Guidelines, and applicable laws and regulations and the Memorandum of Understanding (MOU) (incorporated herein by this reference) entered into among County, Partnership, and HASBARCO as required by Section 203(f) and (g) of the NPLH Guidelines, all of which may be amended and pursuant to those amendments.

2. GOALS.

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

3. COUNTY OBLIGATIONS.

- A. BWell or a County-contracted service provider shall provide onsite, or at another location easily accessible to tenants, the following mental health supportive services to NPLH tenants residing at the Project, and to other Project tenants as time allows, for a minimum of 32 hours per week. Services will be provided by a case manager in an on-site office, and shall include, but not be limited to:
 - i. Case management;
 - ii. Peer support activities;
 - iii. Mental health care, such as assessment, crisis counseling, individual and group therapy, and peer support groups;
 - iv. Substance use services, such as treatment, relapse prevention, and peer support groups;

- v. Support in linking tenants to physical health care, including access to routine and preventative health and dental care, medication management, and wellness services;
 - vi. Benefits counseling and advocacy, including assistance in accessing SSI/SSP and enrolling in Medi-Cal;
 - vii. Basic housing retention skills (such as unit maintenance and upkeep, cooking, laundry and money management); and
 - viii. Transportation assistance for Clients for attending appointments at off-site service provider locations.
- B.** BWell or a County-contracted service provider will provide, or coordinate the provision of or referral to, the following additional services to Clients as needed by individual Clients. These services or referrals may be provided onsite, or at another location easily accessible to Project tenants, and shall include, but shall not be limited to:
- i. 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 of this Exhibit A;
 - ii. Recreational and social activities;
 - iii. 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. Employment services, such as supported employment, job readiness, job skills training, job placement, and retention services, or programs promoting volunteer opportunities for those unable to work; and
 - v. Obtaining access to other needed services, such as civil legal services, or access to food and clothing.
- C.** Subject to the terms and conditions of this Agreement and the regulations applicable to the NPLH Program, as may be amended, BWell or a County-contracted service provider shall determine the method, details, and means of performing the services described herein.

4. PARTNERSHIP'S OBLIGATIONS

A. Housing Services.

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.** NPLH 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 NPLH Housing Program.
 - ii. NPLH tenants will be selected through the use of the County CES 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).
 - iii. HASBARCO will accept NPLH 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.
 - iv. After initial lease-up of all NPLH designated units, HASBARCO will use the CES to fill vacancies, as they occur, for the sixteen (16) NPLH designated units.
 - v. HASBARCO will provide County with a copy of any denial notice to NPLH-eligible applicants.
- 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.
- D.** HASBARCO shall provide services in compliance and consistent with all applicable authorities including the following:
- i. This Supportive Services Agreement,
 - ii. The Standard Agreement (No. 20-NPLH-14582),
 - iii. The supportive services plan (see standard agreement, Exh. D, section 51; section 203(f) of the Guidelines),
 - iv. The project report (see standard agreement, Exh. A, section 3(F); section 205(e) of the Guidelines),
 - v. The application, and
 - vi. The MOU.

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 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

6. COORDINATION MEETINGS.

The Parties shall participate in coordination meetings with each other and shall meet regularly, as needed, to review the tenancies of NPLH-eligible Project tenants in order to ensure integrated housing and supportive services for such tenants.

EXHIBIT B

FINANCIAL PROVISIONS

EXHIBIT B

FINANCIAL PROVISIONS

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.

SCHEDULE OF FEES

EXHIBIT B-1

SERVICE	Rates for Service	Annual Cost
Supportive Services	.80 FTE (32) hours per week	*Estimated \$84,000.00 annually *Subject to 3% annual increase thereafter

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C

Indemnification and Insurance Requirements

For Design Professional Contracts that also Include Non-Design Services

(Specific to Hollister Lofts, L.P. Supportive Services Agreement)

INDEMNIFICATION

A. Indemnification pertaining to Design Professional Services:

PARTNERSHIP AND HASBARCO agrees 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 HASBARCO 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.

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 grants 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 agrees 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.