

MENTAL HEALTH SUPPORTIVE SERVICES AGREEMENT

This Mental Health Supportive Services Agreement (“Agreement”) is made and entered into in the County of Santa Barbara, State of California, this 28th day of August, 2018 (“Effective Date”), by and between the Housing Authority of the County of Santa Barbara, a public body, corporate and politic (“Authority”), The Residences at Depot Street, L.P., a California limited partnership (the “Partnership”), and the County of Santa Barbara Department of Behavioral Wellness, a political subdivision of the State of California (“County”).

RECITALS

WHEREAS, Authority is the property manager of the affordable rental housing development located at 201 & 205 N. Depot Street in Santa Maria, California (the “Project”); and

WHEREAS, the Partnership is the owner of the Project; and

WHEREAS, the Project will include thirty-five (35) housing units set-aside for tenants who meet the criteria for the Mental Health Services Act (“MHSA”) Housing Program target population, as defined by Welfare and Institutions Code sections 5600.3 and 5892.5; and

WHEREAS, County as the local mental health department is required to provide case management services to MHSA clients and desires to make these available onsite at the Project to MHSA residents; and

WHEREAS, the Partnership desires to enter into an independent contractor arrangement with County as the local mental health department at the Project to provide onsite mental health supportive services for MHSA eligible Transition age Youth and Adults/Older Adults residing at the Project; and

WHEREAS, County represents that County and/or County’s personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, the Partnership, Authority, and County hereby agree as follows:

I. GOALS

1. Deliver seamless services to avoid gaps in service;
2. Integrate services with Behavioral Wellness clinics and other Community Based Organizations and/or Agencies (CBO/CBA);
3. Empower residents by providing skill building assistance;
4. Independent living skills;
5. Achieve and maintain stable/permanent housing for clients.

II. BEHAVIORAL WELLNESS RESPONSIBILITIES

1. Scope of Services

County shall provide onsite mental health supportive services to MHSA tenants residing at the Project, and to other tenants as time allows, for a minimum of twenty (20) hours per week. Services will be provided by a case manager in an on-site office, and shall include, but not be limited to:

- a. Case management;
- b. Leading support groups;
- c. Support and linkage to physical health care;
- d. Benefits counseling;
- e. Basic housing retention skills building;
- f. Referral to substance use services such as treatment and relapse prevention;
- g. Linkage to medication management services; and
- h. Wellness services

2. Coordination Meetings

County shall provide mental health supportive and related services as described herein for MHSA Housing Program tenants onsite at the Project. County shall participate in meetings with Authority in its capacity as the Partnership's representative, and will meet regularly with Authority in its capacity as the Partnership's representative as needed to review MHSA Housing Program tenants' tenancies in order to ensure integrated housing and supportive services for such tenants.

3. Principal in Charge

County hereby designates Alice Gleghorn, Behavioral Wellness Director, as its principal-in-charge and person responsible for necessary coordination with Authority's Executive Director or designee ("Executive Director").

III. PARTNERSHIP'S RESPONSIBILITY

1. Housing Services

The Authority, on behalf of the Partnership, shall cooperate with County as may be reasonably necessary for County to perform its services. Executive Director agrees to provide direction to County as requested regarding particular service-related requirements.

2. MHSA Unit Rental Process

Authority, on behalf of the Partnership, shall receive and screen County referrals for tenancy at The Residences at Depot Street under the MHSA Housing Program.

- a. Screening will include review of the completed tenant application, a credit report, and a criminal history check.
- b. If the applicant successfully passes this screening, Authority will obtain, if necessary, third-party income verification, review landlord and/or other references, and collect verification forms from County.
- c. After initial lease-up of all MHSA units, Authority, as the Partnership's representative, will maintain a wait list of applicants, and inform County of any pending availability when a MHSA-designated unit is to become vacant, along with the names of eligible applicants on the wait list.
- d. Authority will provide County with a copy of any denial notice to MHSA-eligible applicants.
- e. Authority will serve as the Project's on-site property manager subject to the terms of the Partnership's Amended and Restated Agreement of Limited Partnership and the Project's Property Management Agreement, each dated on or about the date hereof (and each as may be amended from time to time).

3. Coordination Meetings

Authority, on behalf of the Partnership, will meet regularly with County representatives as needed to review MHSA Housing Program tenants' tenancies in order to ensure integrated housing and supportive services for such tenants. Authority, on behalf of the Partnership, will provide County with the occupancy list for the Project on a regular basis.

IV. ADDITIONAL TERMS AND CONDITIONS

1. Method of Performing Services

Subject to the terms and conditions of this Agreement and the regulations applicable to the MHSA Housing Program, County may determine the method, details, and means of performing the services described herein.

2. Standard of Performance

County agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar services.

3. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude County from rendering any services to any other person or entity as County in its sole discretion shall determine. County agrees that performing such services will not materially interfere with services to be performed for the Partnership.

4. Coordination of Services

At all such times as the Authority is in the Partnership's chain of ownership, all services are to be coordinated with Executive Director and shall be performed under the general direction of the Executive Director. Thereafter, 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.

5. Nondiscrimination

The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated into the Agreement by this reference with the same force and effect as if the ordinance were specifically set out herein, and Authority, on behalf of the Partnership, agrees to comply with that ordinance.

6. No Publicity or Endorsement

Neither Authority nor the Partnership shall use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Authority, on behalf of the Partnership, shall not use County's name or logo in any manner that would give the appearance that County is endorsing Authority or the Partnership. Neither Authority nor the Partnership shall in any way contract on behalf of or in the name of County. Neither Authority nor the Partnership shall 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.

7. Term of Agreement

Unless otherwise extended or terminated as provided for herein, this Agreement shall begin on August 28th, 2018, and shall continue thereafter for the duration of the MHSA Loan Agreement or until the occurrence of either of the events set forth in Section V(A) or Section V(B) of the Amended and Restated Memorandum dated as of August 28th, 2018 among the parties hereto (as may be amended from time to time) (the "MOU"). The MOU is hereby incorporated by reference.

8. Compensation

a. The Partnership agrees to compensate County for its services under this Agreement by providing County with office space, free of charge, for its exclusive use in the performance of its services hereunder. Such office space will be located on the first floor of the Project, must be deemed acceptable by County, at minimum including a computer access point and electrical service in the room.

b. County agrees that such compensation by the Partnership shall not constitute nor be deemed a release of the responsibility and liability of County or its employees, subcontractors, agents and subconsultants for the competency of the services performed hereunder, nor shall such compensation be deemed to be an assumption of responsibility or liability by Authority for any defect or error in the services performed by County, its employees, subcontractors, agents and subconsultants.

9. Records

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

b. County agrees that all final files, correspondence, reports, data, photographs and other materials prepared by County as part of its services under this Agreement ("Documents and Materials") shall be made available upon request and to the extent authorized by law to the Partnership and shall, upon completion of the services or termination of this Agreement, be delivered to the Partnership upon request and to the extent authorized by law.

10. Confidentiality of Information

Any Documents and Materials given to or prepared or assembled by County under this Agreement shall be confidential and except as required by law shall not be made available to any third person or organization by County without prior written approval of the Partnership.

11. Indemnity

The County shall defend, indemnify, and hold the Partnership, its general partners and limited partner, and each officer, employee, and agent thereof, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, employees or agents.

12. Insurance

County shall maintain prior to the beginning of and for the duration of this Agreement, insurance coverage as specified in Exhibit A attached hereto and incorporated by this reference in full herein.

13. Independent Contractor

a. Authority and the Partnership agree that in the performance of the services, County shall be, and is an independent contractor, and that County and its employees are not employees

of the Partnership. County has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting County.

b. County shall be solely responsible for, and shall save Authority and the Partnership harmless from, all matters relating to the payment of County's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. County acknowledges that County and County's employees are not entitled to receive from Authority or the Partnership any of the benefits or rights afforded employees of Authority, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

14. County Not Agent

Except as the Partnership may specify in writing, County, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of the Partnership in any capacity, as agents or otherwise, or to bind the Partnership to any obligation.

15. Conflict of Interest

County shall promptly inform the Partnership of any contract, agreement, arrangement, or interest that County may enter into or have during the performance of this Agreement that may conflict with the Partnership's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and County's or County's clients' interest in land that might be affected by the services. County shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

16. Assignability of Agreement

County agrees that this Agreement contemplates personal performance by County and is based upon a determination of County's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of County under this Agreement will be permitted only with the express written consent of the Partnership, which consent may be withheld for any reason and is subject to the consent of the Partnership's investor limited partner.

17. Successors and Assigns

County and Authority agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of County, the Partnership and Authority.

18. Force Majeure

County, Authority, and Partnership agree that none of Authority, the Partnership, or County shall be responsible for delays or failures in performance resulting from acts beyond the control of either 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. Notwithstanding anything foregoing to the contrary, failure of any party to perform under this Agreement due to force majeure shall not constitute an event of default under the MHSA loan from County to the Partnership documented on or about the date hereof.

19. Time of Essence

County, the Partnership, and Authority agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

20. Governing Law

Authority, the Partnership, and County agree that the construction and interpretation of this Agreement and the rights and duties set forth hereunder shall be governed by the laws of the State of California.

21. Covenants and Conditions

County, the Partnership, and Authority agree that each term and each provision of this Agreement to be performed by each party shall be construed to be both a covenant and a condition.

22. Compliance with Laws

County agrees to comply with all local, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by County pursuant to this Agreement.

23. Severability

Authority, the Partnership, and County agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

24. Waiver

Authority, the Partnership, and County agree that no waiver of a breach of any provision of this Agreement by any of County, the Partnership, or Authority shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of Authority, the Partnership, or County to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

25. Counterparts

Authority, the Partnership, and County agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

26. Authority to Execute

Authority, the Partnership, and County acknowledges that the person executing this Agreement have been duly authorized by the Authority and County to do so on behalf of Authority and County.

27. Notices

Written notices by and between the parties hereto may be delivered personally or by mail addressed to:

TO COUNTY: County of Santa Barbara Department of Behavioral Wellness
300 Camino Del Remedio, Bldg 3
Santa Barbara, CA 93110
Attn: Director

TO AUTHORITY: Housing Authority of the County of Santa Barbara
815 West Ocean Avenue
Lompoc, CA 93436
Attn: Executive Director

TO PARTNERSHIP: The Residences at Depot Street, L.P.
c/o Surf Development Company
815 West Ocean Avenue
Lompoc, CA 93436
Attn: President

WITH A COPY TO: Wells Fargo Affordable Housing Community Development Corporation
301 S. College Street, MAC D1053-170
Charlotte, NC 28288
Attn: Director of Tax Credit Asset Management

28. Amendment

Authority, the Partnership, and County agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement shall be effective only when agreed to in writing by each of County, the Partnership, and Authority (if Authority is in the Partnership's chain of ownership at the time of such proposed amendment) but parties agree to promptly approve any amendments needed to ensure County's compliance with MHSA program requirements or other legal requirements affecting the provision of services hereunder.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date written above.

AUTHORITY:

HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA

By: _____
Robert P. Havlicek Jr., Executive Director

COUNTY:

**COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL
WELLNESS**

By: _____
Alice Gleghorn,
PH.D., Director

APPROVED AS TO FORM:

Michael C. Ghizzoni
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

RISK MANAGEMENT

By: _____
Ray Aromatorio, ARM, AIC,
Risk Manager

PARTNERSHIP:

**THE RESIDENCES AT DEPOT
STREET, L.P.**

By: Surf Development Company,
a California nonprofit public benefit corporation,
its managing general partner

Raymond F. Down, President

By: RDSGP LLC, a California limited liability
company,
its administrative general partner

By: Housing Authority of the County of Santa
Barbara,
a public body, corporate and politic, its managing
member

Robert P. Havlicek Jr., Executive Director

EXHIBIT A INSURANCE

Attachment INS-1

INSURANCE REQUIREMENTS FOR COUNTY (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. County 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 this Agreement and provide evidence of insurance as follows:
 - a. **Workers' Compensation** 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
 - b. **Automobile Liability** covering any auto or non-owned autos with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - c. **Commercial General Liability (CGL)**: covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate. SCBC shall furnish the COUNTY with an endorsement naming the COUNTY as an additional insured on the policy.
 - d. **Professional Liability (Errors and Omissions) Insurance** appropriate to the County's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

2. County shall, prior to performance of any services, file with the Executive Director certificates of insurance with original endorsements effecting coverage required by this Attachment INS-1. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Executive Director. All certificates and endorsements are to be received and approved by the Executive Director before commencement of services. Authority reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Executive Director, addressed as follows:

Housing Authority of the County of Santa Barbara
Attn: Executive Director
814 West Ocean Avenue
Lompoc, California 93436

3. The Authority recognizes that the County self-insures for General, Auto and Professional Liability and purchases Excess and Workers Compensation Insurance as shown in Attachment INS-1.

4. County agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name Authority, its Commissioners, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of County; products and completed operations of County; premises owned, occupied or used by County; or automobiles owned, leased, hired or borrowed by County. The coverage shall contain no special limitations on the scope of protection afforded to Authority, its Commissioners, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Attachment INS-1 or substitute forms containing the same information and acceptable to the Executive Director shall be used to provide the endorsements.**

Ins-1.wpd