

COUNTY OF SANTA CRUZ
HOUSING FOR HEALTH PARTNERSHIP CONTINUUM OF CARE
PERMANENT SUPPORTIVE HOUSING
MEMORANDUM OF AGREEMENT (MOA) – SC CEDAR STREET APARTMENTS, LP

This Permanent Supportive Housing (PSH) Memorandum of Agreement ("Agreement") is entered into on March 1, 2024 (the "Effective Date"), between SC Cedar Street Apartments, LP, a California limited partnership ("SC Cedar"); the County of Santa Cruz, a political subdivision of the State of California ("County") for itself and acting as the administrator of the United States Housing and Urban Development (HUD) Department designated local Continuum of Care known as the Housing for Health Partnership ("CoC"); John Stewart Company, Inc. a for-profit corporation ("Property Manager"); and Pacific Housing, Inc., a non-profit public benefit corporation ("Resident Services"). Collectively, SC Cedar, County, Property Manager, and Resident Services will be referred to as "the Parties."

RECITALS

- A. SC Cedar has a long-term ground lease with Rector, Wardens and Vestry of Calvary Church, a California non-profit religious corporation and operates a 65-unit residential development at 525 Cedar Street, Santa Cruz, CA 95060 (the "Development"). SC Cedar will lease and operate the completed Development as rental housing with 17 of the 65 units designated as permanent supportive housing for residents who meet target population criteria as defined in California Government Code Section 65651(a) that have household incomes at or below 30% of the Area Median Income (AMI) as established and published by HUD on an annual basis.
- B. Of the 17 total supportive units, a total of four (4) HUD Section 8 Project Based Voucher (PBV) Veterans Affairs Supportive Housing (VASH) one (1)-bedroom units will be set aside to serve eligible veterans referred from the Department of Veterans Affairs (VA). A total of four (4) HUD Section 8 Project Based Voucher (PBV) two (2)-bedroom units will be set aside for eligible referrals from the County's Coordinated Entry System (CES). Nine (9) are one-bedroom units which will be occupied via referral from the County, acting as the Coordinated Entry Administrator for the CoC without project-based subsidies and rents will not exceed California Tax Credit Allocation Committee (CTCAC) annually published rent limits for units in service on or after May 15, 2023.
- C. SC Cedar will contract with the Property Manager to provide property management services for the Development and to act as SC Cedar's property management agent. SC Cedar will contract with Resident Services to provide resident related support services to the Development. It is understood that Resident Services is a related entity ("Related Entity") of SC Cedar and that the Property Manager is a contracted, unrelated entity.
- D. The Development received local government approvals as processed under California Statute AB 2162 (Chapter 753, statutes of 2018) and committed to a set-aside of 17 permanent supportive housing units within the Development.
- E. SC Cedar will utilize the Property Manager and Resident Services to provide on-site services and support to the PSH Households at the Development.

- F. County will provide referrals from the Coordinated Entry System (CES) in accordance with CoC approved coordinated assessment and entry policies and procedures for referrals into PSH units.
- G. In connection with the PSH Units and as evidenced by this MOA, the Parties are collaboratively engaging in a project within Santa Cruz County (the "Project") of housing and supportive service delivery to households that include at least one individual currently experiencing homelessness and prioritized for matching and referral to the project by the CoC's coordinated assessment entry system.
- H. The intent of the Project is to provide high quality, safe, and affordable permanent supportive housing to Eligible Households and to offer Eligible Households supportive services that will enable them to maintain their housing, improve their health and quality of life, and meet their personal goals. Eligible Households for designated permanent supportive housing units at this property are defined in Exhibit A.
- I. The Parties agree that a strong level of communication and coordination among the Parties is necessary to ensure the Project's success.
- J. This MOA is intended to identify roles and responsibilities of County, SC Cedar, Property Manager, and Resident Services and memorialize certain rights and obligations of the Parties related to the Project.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual promises and covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound thereby, the parties hereto do agree as follows:

ARTICLE I. CONFIDENTIALITY

- A. Disclosure of Confidential Information. The Parties agree that the effectiveness of services in supportive housing requires respect of client confidentiality and that they will comply with all HIPAA regulations and other federal and state privacy and confidentiality laws as applicable. Each Party agrees it will not at any time disclose or permit the disclosure of Confidential Information (as defined below) to third parties without the written consent of the Eligible Household unless such disclosure is authorized or required by law. Parties will be permitted to disclose Confidential Information to employees, officers, and related entities as necessary to perform the services and obligations and exercise the rights under this Agreement. If disclosure of Confidential Information is not authorized or required by law, a Party shall obtain written consent from the Eligible Household prior to disclosing any Confidential Information to third parties. SC Cedar and the County agree that their intake documents for Eligible household members will disclose in writing that the Parties will disclose Confidential Information only when: (1) such disclosure is authorized or required by law; or (2) the Eligible Household member or members, as applicable, provides written consent for such disclosure. The Parties shall and shall cause their agents to handle Confidential Information with the utmost discretion and judgment. For purposes of this Agreement, "Confidential Information" shall mean personal protected health information and tenant information that cannot be disclosed to other third parties according to California and Federal Law without the express written consent of an individual.

Additionally, the Parties hereby acknowledge and agree that:

1. In the performance of their roles and responsibilities under this Agreement as defined herein, the Property Manager and Resident Services are not considered a Covered Entity or Business Associate as defined by HIPAA.
- B. Obtaining Written Consent for Disclosure. After admission of an Eligible Household to the Development, the Parties will obtain consent from Eligible Household members, receiving supportive services from County provider network, to disclose Confidential Information if such disclosure is necessary to protect an Eligible Household member's housing status or if such disclosure relates to a health and safety issue.
- C. Training Regarding Confidentiality. Each Party will ensure that their staff providing services at the Development, as set forth in this Agreement, shall receive ongoing trainings and guidance related to the protection of Confidential Information pursuant to this Agreement.
- D. Applicability. The provisions of this Article I shall apply to each provision of this Agreement and the activities contemplated by this Agreement.

ARTICLE II APPLICATION AND SELECTION PROCESS

- A. Determining PSH Eligibility. County shall be responsible for determining if an applicant for a PSH Unit meets PSH eligibility requirements as defined by California Health and Safety Code Section 50675.14 and Development-specific requirements (See Exhibit A, which is attached hereto and incorporated herein by reference). Certification will take place in accordance with established certification policies and procedures. County shall provide a PSH verification letter to Property Manager for referred applicants, when and if necessary.
- B. HUD Section 8 Project Based Voucher (PBV) Eligibility. In addition to meeting PSH eligibility requirements, applicants for all PBV units at the property must also meet eligibility requirements established by the Housing Authority of the County of Santa Cruz Section 8 Project Based Voucher Program, and HUD, pursuant to 24 CFR Part 982 and 24 CFR Part 983. If requested by SC Cedar, County shall assist SC Cedar and Property Manager in their marketing efforts by conducting outreach to potential tenants of the PSH Units and otherwise promoting the Development and vacant PSH Units.
- C. Housing First. Subject to the restrictions and requirements of Federal, State, and local laws, regulatory agencies, lenders, and investors that shall be applicable to the Development, the Parties shall incorporate the "Housing First" principles set forth in California Welfare and Institutions Code section 8255, as these principles have been implemented in Santa Cruz County, in the marketing, application, selection process, and supportive services for PSH Units at the Development.

These "Housing First" principles include:

1. Screening tenants and use of selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.

2. Not rejecting applicants based on poor credit or financial history, poor or lack of rental history, non-violent criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."
 3. Accepting referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
 4. Providing supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
 5. Not making participation in services or program compliance a condition of permanent housing tenancy.
 6. Affirming that tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government Codes.
 7. Affirming that the use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
 8. Applying the Santa Cruz County Housing for Health Partnership's coordinated assessment and entry system (CES), which uses a locally developed Housing Needs Assessment (HNA) tool that prioritizes eligible tenants based on criteria other than "first-come-first serve," such as those with the highest need for permanent supportive housing and the most barriers to housing retention without support.
 9. Ensuring that clinicians, specialists, case managers and service coordinators are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and person-centered practices.
 10. The provision of services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
 11. Designing projects and/or specific apartment(s) to include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.
- D. Reasonable Accommodation. The Parties understand and agree that PSH-Eligible Households are disabled households who may be entitled to reasonable accommodations in accordance with California and federal law in the application and admission process. SC Cedar and/or Property Manager shall establish and implement a procedure to respond to requests for reasonable accommodation by all applicants. Such procedure shall provide for the following:
1. SC Cedar or Property Manager shall provide a notice to all applicants that disabled applicants may be entitled to reasonable accommodation in the tenant selection and admission process.

2. If SC Cedar or Property Manager intends to deny a requested accommodation because it is not reasonable, SC Cedar or their designated agent will make efforts to determine if there is an alternative reasonable accommodation that would effectively address the applicant's disability related needs.
3. Prior to initial occupancy of the PSH Units, SC Cedar- or Property Manager will provide a copy of the reasonable accommodation procedure and any amendments to such procedure to County. SC Cedar or their designated agent may amend the reasonable accommodation procedure, except for those accommodations required by law. SC Cedar or Property Manager shall endeavor to provide a copy of the amendments to County.
4. Nothing herein shall require SC Cedar or Property Manager to keep units vacant for a period of longer than thirty (30) calendar days to determine if there are reasonable accommodations that can be offered to the applicant to allow the applicant to meet the terms and conditions of tenancy.

E. Applicant Referral Process.

1. Coordinated Assessment and Entry System (CES). In Santa Cruz County, the local Housing for Health Partnership CES, is the responsibility of the Housing for Health Partnership, which serves as the countywide Continuum of Care ("CoC"). The Santa Cruz County Human Services Department Housing for Health Division ("H4H") oversees CES implementation. CES is designed to streamline access to housing and services for all people experiencing homelessness. Homeless individuals and families receive uniform assessments at a variety of easy to access locations, and scarce housing resources are prioritized based on housing needs and barriers to housing stability without additional supports. The CoC maintains a process for recruiting, training, and supporting Housing for Health Connectors that conduct housing needs assessments, develop housing action plans, engage in housing problem solving work, and coordinate services and referrals for households experiencing homelessness. Connectors include, but are not limited to, street outreach workers that engage and work with unsheltered individuals. Information gathered during the assessment process is entered into a shared Homeless Management Information System (HMIS) that has been designed for CoC, and the assessed participant is assigned a score. H4H staff add a limited number of households to a "housing queue" that represents the most current list of households prioritized for matching to housing slots linked to the CES. Housing project matches are made through HMIS by a County CES referral specialist when an opening becomes available.
2. Initial Referrals. SC Cedar or Property Manager shall notify the County in writing at least ninety (90) calendar days prior to the date that SC Cedar intends for any household to move into the Development at the time of initial lease up for the Development. When referrals are needed, Property Manager will contact the CES referral specialist to inform them of pending vacancies. Upon notification of the available resource, the referral specialist will use the HMIS housing match features to prioritize participants from the housing queue for referral to the project by:
 - a. Filtering the housing queue so that it pulls a list of households that meet the PSH eligibility criteria for the unit as outlined in Exhibit A.
 - b. Among those on the housing queue that meet the eligibility criteria for the unit, the

referral specialist will prioritize households based on approved preferences for the designated units. Preferences for these units include individuals that meet the PSH definition of chronic homelessness as identified in Exhibit A.

- c. For every available and vacant unit, the referral specialist will identify at least two potential households for referral in rank order of priority based on preferences and the CES prioritization criteria.
- d. The referral specialist will create a list of households for referral to the vacant unit in order of priority. The list will include the name of the head of household, the number of people in their household, the HMIS ID for the head of household, the applicant's contact information, secondary contact information to reach the household, and the name(s), agencies, and contact information for service provider(s) working with the household.
- e. The list of applicants will be made available via secure file sharing with Property Manager and Resident Services.
- f. Property Manager will then contact any service provider(s) working with the applicant household that will support the applicant with their housing, who will liaison with the applicant (s) being referred to the Project.
- g. The service provider(s) will outreach to the applicant. This can include making multiple attempts to locate the individual(s) using location and contact data entered in HMIS, contacting other service agencies that the participant(s) work with, and visiting locations that the participant(s) are known to frequent. The County designated lead service provider for the project will also participate in Housing for Health Connector meetings as needed to collaborate with other providers who may be aware of the Project's referred participant/s' whereabouts.
- h. Once contact has been made, Property Manager will verify participant interest in the housing and with the help of service provider(s) support them in completing the required Development and Housing Authority of the County of Santa Cruz Section 8 Rental Assistance application and documentation process.
- i. County staff will provide written verification of PSH eligibility to Property Manager. Property Manager will verify additional participant eligibility and complete the building-specific screening process.
- j. Following completion of the screening process, Property Manager will either accept or decline the referral.
- k. In the event the referral is declined, the CES referral specialist will be notified so that additional referrals can be made if necessary.
- l. Communication between Property Manager and the CES referral specialist will remain open throughout the referral process to ensure an efficient tenant screening and move-in process while remaining consistent with CES policies.
- m. Participants approved by Property Manager for the four 2-bedroom Project Based

Voucher units will be referred to the Housing Authority of the County of Santa Cruz for Section 8 eligibility determination.

3. Ongoing Lease-Up. From and after the initial lease-up of the PSH Units, in the event SC Cedar (or SC Cedar's agent, including the Property Manager) learns that a PSH Unit is vacant or may become vacant, SC Cedar or Property Manager shall notify County promptly in writing. County will identify and refer at least 2 PSH eligible households from its housing queue for each vacant unit and follow the steps utilized for the initial lease-up. In the event, the County cannot identify 2 PSH eligible households, the County will notify the Property Manager in writing. The Property Manager can then work to identify eligible households from its current waiting list and refer potential applicants to the County for PSH eligibility verification.
4. PSH-Eligibility Certification Process. County shall establish a tenant certification process for PSH-Eligible Households consistent with guidelines established by applicable California regulations for PSH. County shall provide written verification of PSH target population eligibility to the Property Manager. County shall only be responsible for certifying that potential tenants are PSH eligible. As part of the certification process, and during a certified tenant's residency at the Development, County will ensure that applicants have linkages with appropriate and desired supportive services at the level necessary to support their successful tenancy.

County will provide referrals of certified eligible PSH households within (10) working days of receiving a referral request from Property Manager. Property Manager shall notify the County of the status of a referral made to the property within (10) working days of receiving a referral from the County.

5. PSH Applicant. In the event an applicant who has not been certified as PSH-Eligible expresses an interest in a PSH Unit at the Development, Property Manager shall refer such applicant to County for assistance in determining PSH Eligibility and for information on how to be included in the CoC's CES.

F. Application Process.

1. Application. At least ninety (90) calendar days prior to initial rent up of the Development, Property Manager shall provide a copy of its tenant application for the Development to County. In the event Property Manager modifies its tenant application for the Development, Property Manager shall provide copies of such tenant application at least thirty (30) calendar days prior to use of such application. Property Manager shall also provide PBV unit applicants with Housing Authority of the County of Santa Cruz application materials for the PBV units.
2. Tenant Selection Policy.
 - a. Following approval by appropriate funding agencies and regulatory authorities, Property Manager shall provide a copy of their tenant selection criteria including eligibility criteria and preferences to County. In the event Property Manager modifies its tenant selection criteria, Property Manager shall provide copies of such modified tenant selection criteria at least thirty (30) calendar days prior to implementing such criteria.

- b. At all times, Property Manager's tenant selection criteria shall comply with fair housing laws and incorporate the reasonable accommodation procedure set forth in Article II Section D. All marketing materials and application procedures will also comply with fair housing laws. Changes to the Tenant Selection Plan for Project Based Voucher units is subject to review and approval by the Housing Authority of the County of Santa Cruz.
3. Assistance from County. County and its provider network shall provide assistance to potential applicants with the application process including the Housing Authority of the County of Santa Cruz Section 8 Rental Assistance application materials, by, among other activities, providing guidance to applicants in completing and organizing the application, gathering the information necessary to document applicant's income information or access to rental assistance, attending the intake interview, communicating with Property Manager regarding the application process, communicating with Property Manager to discuss the status of Property Manager's review and to address any questions an applicant may have related to the Development. If applicable, County and its provider network shall also assist applicants in requesting and obtaining a reasonable accommodation in the application and selection process.

G. Move-in Procedures; Orientation.

1. Move-in Procedures.

- a. Prior to initial rent-up, Property Manager shall establish reasonable move-in procedures and provide copies of such procedures to County. In the event Property Manager modifies its move-in procedures, Property Manager shall provide copies of such modified move-in procedures at least thirty (30) calendar days prior to implementing such procedures.
 - b. County or the service provider(s) designated by County shall offer to assist each PSH-Eligible Household referred by County with the move-in process and shall make diligent efforts to secure financial assistance for any move-in costs incurred by PSH-Eligible Households.
2. Tenant Orientation. Prior to move-in and after admission of an PSH-Eligible Household, Property Manager shall meet with each PSH-Eligible Household to orient the household to the Development. A representative from County or its provider network is strongly encouraged to attend the orientation with the PSH-Eligible Household and is requested to advocate to clients that they attend to provide support. The orientation shall include an explanation of the expectations of tenancy, the availability of supportive services to assist in meeting those expectations, the opportunities for personal and social engagement in the Development which will help support tenant well-being, community resources, maintenance request procedures, house rules and Development common area rules, and rent collection requirements. At such orientation, Property Manager will seek to obtain from any tenant receiving services, written Release of Information form from such tenant that will allow Property Manager and provider to communicate about the tenant's housing and health and safety issues that might arise during their tenancy.

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ARTICLE IV ROLES AND RESPONSIBILITIES

A. Responsibilities of Parties

1. Participate in a collaborative planning process that develops and strengthens linkages among the Parties, which will finance and deliver housing and services to PSH tenants.
2. Facilitate the development of inter-disciplinary and inter-agency strategies to meet the needs of PSH tenants more effectively, including the provision of supportive services linked to permanent housing. Parties will coordinate staff and resources to reduce the fragmentation and barriers encountered by the target population and help them stabilize their health and maintain their housing.
3. Work with other collaborative members to: appropriately share information and decision making through care conferences and other strategies as needed; deliver services appropriate to PSH tenants; implement appropriate safeguards to protect PSH tenant confidentiality in accordance with all ethical and legal requirements.
4. Work in partnership to identify service needs, develop program strategies, and implement services in a manner that respects the dignity and diversity of PSH tenants.
5. Participate, as needed, in efforts to obtain and analyze data to document the cost-effectiveness of services linked to permanent mixed-supportive housing, while protecting and respecting individuals' confidentiality and privacy rights.
6. Monthly Operations Meetings: Designate representative(s) to participate in monthly Operations Meetings convened by Property Manager. Meetings are to be attended by:
 - a. SC Cedar, as represented by the on-site Property Manager.
 - b. The PSH lead service provider, represented by County staff or an employee of a County contractor.
 - c. County designated project representative;
 - d. The Resident Services representative for the Project.

While Operations Meetings will occur monthly, Parties may be required to attend such meetings more frequently during the rent-up period as agreed upon by the Parties. Monthly meetings will cover the following topics as part of a standard agenda: Staffing updates and issues, major development issues, new tenant move-ins, tenant move-outs, screening status of applicants in process, housing retention issues or concerns with specific tenants (rent, rules violations, behavioral issues), health concerns with specific tenants, legal issues with tenants, building maintenance, community issues of concern, upcoming development events.

7. Reporting: All Parties must, in a timely manner, fulfill all reasonable data requests made by County.

A. Responsibilities of SC Cedar

SC Cedar is responsible for developing and implementing policies that govern the Project and publicly represents and gives overall direction to the activities that take place at the housing site. SC Cedar will create Project policy and establish Project direction in consultation with the Property Manager and services partners. The Project is to be managed in compliance with all regulatory agreements for the Property and regulations pertaining to applicable subsidy programs.

SC Cedar agrees to and will:

1. Reserve 17 of the 65 units for permanent supportive housing for residents who meet target population criteria as defined in California Code Section 65651(a) that have household incomes at or below 30% of the Area Median Income (AMI) as established and published by HUD on an annual basis. Of the 17 total supportive units, 13 will be occupied via referral from the County, acting as the Coordinated Entry Administrator for the CoC, and the remaining 4 units through the Veterans Administration (VA) and their VA Supportive Housing (VASH) program. Of the 13 units, 4 are two-bedroom units with HUD Section 8 Project Based Vouchers from the Housing Authority of the County of Santa Cruz and 9 are one-bedroom units without project-based subsidies. For non-PBV units, the tenant portion of rent will not exceed California Tax Credit Allocation Committee (CTCAC) annually published rent limits for units in service on or after May 15, 2023. For PBV units, occupancy limits will comply with the most recently published Housing Authority of the County of Santa Cruz Section 8 Housing Choice Voucher Administrative Plan. Income Limits and Payment Standards for PBV units will adhere to those published annually on the Housing Authority of the County of Santa Cruz webpage.
2. Establish policies and procedures pertaining to the Project, including the establishment of the lease and house rules, and work to keep the operation of the Project responsive to legal issues.
3. Provide an authorized representative who will perform the following functions in matters pertaining to the Project:
 - a. Respond to complaints and concerns from all Parties as well as tenants;
 - b. Oversee Management practice and strategy for effective communication and responsiveness to tenants and reasonable accommodation for disability;
 - c. Facilitate and attend meetings as needed;
 - d. Represent the Project publicly to community members and to local government agencies, as appropriate;
4. Collaboratively advocate for continued funding and services for the Project.
5. Notify all Parties of any potential changes to the regular operations of the Project, or any potential changes or losses of funding that could impact the operations of the Project.

6. Provide resources and support to tenants who need reasonable accommodations. It is expected that the Property Manager should receive and respond to requests and the SC Cedar supports Property Manager in establishing a policy regarding reasonable accommodations.
7. Establish and communicate clearly about policy and procedures related to the move in process to all Parties and PSH tenants, and work with all Parties and PSH tenants to resolve questions and concerns about the move-in process.
 - a. Attend meetings as required by this Agreement, and otherwise help to resolve differences between all Parties.
 - b. Establish policy regarding ongoing tenancy issues, such as house rules and unit transfers.
 - c. Promote collaboration and communication between Property Manager, County and its Providers and other Programs throughout tenancy and especially in the eviction process by attending and facilitating meetings between the parties as necessary, investigating questions and complaints about the process, and communicating with the Property Manager, County and its Provider, and other Programs about Property policy.

B. Responsibilities of Property Manager

Property Manager agrees to and will:

1. Ensure that 17 of the 65 units are occupied by residents needing permanent supportive housing who meet target population criteria as defined in California Code Section 65651(a) that have household incomes at or below 30% of the Area Median Income (AMI) as established and published by HUD on an annual basis. Of the 17 total supportive units, 13 will be occupied via referral from the County, acting as the Coordinated Entry Administrator for the CoC, and the remaining 4 units through the Veterans Administration (VA) and their VA Supportive Housing (VASH) program. Of the 13 units, 4 are two-bedroom units with Project Based Vouchers from the Housing Authority of the County of Santa Cruz and 9 are one-bedroom units without project-based subsidies. For non-PBV units, rents will not exceed California Tax Credit Allocation Committee (CTCAC) annually published rent limits for units in service on or after May 15, 2023. For PBV units, occupancy limits will comply with the most recently published Housing Authority of the County of Santa Cruz Section 8 Housing Choice Voucher Administrative Plan. Income Limits and Payment Standards for PBV units will adhere to those published annually on the Housing Authority of the County of Santa Cruz webpage.
2. Coordinate Monthly Operation Meetings. Property Manager agrees to and will bring to this meeting updated monthly tenant information including the most recent rent roll (current PSH tenants and unit numbers), any PSH tenant notices served, tenancy behavioral issues and concerns PSH tenants, housing quality

standards issues with PSH tenants, and other service referrals.

3. Keep PSH service provider(s) informed of issues affecting the general health and safety of staff and residents from a property management perspective at the Project about which the Property Manager is aware.
4. Provide PSH service provider(s) and PSH Tenants with written policies and procedures for maintenance requests, including any forms that must be completed to request maintenance work.
5. Ensure that staff members working at the Property are introduced to services provider staff and are aware of the roles and responsibilities of the service providers.
6. Provide PSH service provider(s) and PSH Tenants with current copies of the lease and house rules for the Property.
7. Provide PSH service provider(s) and PSH Tenants with current written descriptions of the Property to include numbers and types of units, additional facilities, resident criteria, rental rates, and subsidy programs.
8. Share with PSH service provider(s) copies of the application form and all other required documents, and the criteria used by Property Manager to screen and approve or deny applicants. Property Manager will notify services providers any time there is a change in these forms or policies.
9. Promote tenancy at the Property to interested applicants, including making any potential applicants who contact Property Manager aware of the process for contacting County about supportive services and programs.
10. Provide PSH service provider(s) and PSH Tenants with a written policy/procedure outlining the process for tenants to request a reasonable accommodation, including forms or language that will assist SC Cedar and the Property Manager in meeting tenant needs. Due to the sensitive nature and legal issues surrounding reasonable accommodation, Property Manager will consult with the SC Cedar regarding the handling of accommodation requests.
11. Notify PSH service provider(s) of the status of an individual's application for tenancy when jointly requested by the applicant and the services provider. County and services provider shall be kept reasonably informed of anticipated vacancies and move-ins through discussion of these topics at regular meetings, as well as email and phone communication regarding appointments with PSH tenants for screening interviews and lease signing meetings.
12. As part of the move-in process, provide an orientation to the lease and the house rules to new PSH tenants to establish Property Manager expectations in areas such as use of communal space, rent collection, maintenance requests, etc.
13. Explain to new tenants the roles and responsibilities of Property Manager, Resident Services, and PSH service provider(s) at the Property and inform PSH tenants of Property Manager's responsibility to refer tenants to supportive services whenever their housing is

in jeopardy.

14. Provide written acknowledgement of receipt of written communication by PSH service providers(s) staff concerns about the Property's ability to provide reasonable accommodation to a tenant with a disability within five (5) business days from the receipt of written communication. Written response to concerns to be provided in a timely manner.
15. Enforce leases and house rules consistently and copy PSH service provider(s) on all warning letters and all notices sent to PSH tenants when a tenant has given permission for such sharing with a particular service provider.
16. Notify services provider staff members of arrests, hospitalizations, and other critical incidents that Property Manager is aware of from a property management perspective as soon as reasonably possible.
17. If eviction is to occur, communicate with services providers regarding the process of notices, responses, and court dates, and if eviction is successful, regarding the lockout date.
18. Provide services providers and PSH Tenants with copies of current evacuation plans, if any, for the Property
19. The Property Manager will work with SC Cedar in the preparation and implementation of a Safety and Security Plan to include information that Property Manager will provide to tenants upon move-in to enable them to actively participate in keeping the property safe, and mechanisms for collecting and incorporating tenant feedback on the Safety and Security Plan. It is acknowledged and understood by all Parties that SC Cedar, Property Manager and Resident Services cannot and are not guarantying or warranting the safety or security of the PSH Tenants.
20. Ensure that Property Manager's staff is trained on when to call the police and when to communicate with their supervisors and with the services provider in the event of an emergency.
21. Attend meetings as required by this Agreement.

C. Responsibilities of Resident Services

Resident Services is responsible for coordinating resident related services to all residents within the entire Property/Project. Resident Services' role as it pertains to the PSH tenants is to ensure that services provided by County and designated services providers to the PSH tenants are coordinated with the resident services provided to all residents within the entire Property/Project.

Resident Services agrees to and will:

1. Assist in coordination of PSH service provider(s) directed community-building activities and health education activities for PSH tenants with overall community building activities and health education activities for entire Property/Project.
2. Assist in coordination of PSH service provider(s) directed educational and recreational services for PSH tenants with overall educational and recreational services for entire

Property/Project.

3. When necessary, act as an intermediary between Property Manager and PSH service provider(s).
4. When necessary, act as a secondary emergency service provider and contact for PSH tenants when PSH services are unavailable.
5. Assist PSH service provider(s) in outreach to PSH tenants to integrate PSH tenants into the entire Property/Project.
6. Attend service provider meetings with PSH service provider(s) when requested to discuss pertinent Property and/or PSH tenant issues.
7. Attend meetings as required by this Agreement.
8. When requested, provide appropriate non-legal referrals to PSH tenants to assist them in meeting tenancy obligations when Property Manager serves warning letters or notices regarding noncompliance with leases and house rules.
9. Contact the PSH service provider(s) staff when Resident Services is aware that the PSH tenant's health, safety, or housing are at risk when the PSH tenant has authorized disclosure of information to the service provider or disclosure is authorized by law. The intent of such communication will be to promote the health and well-being of individual PSH tenants and to reduce the potential for evictions.
10. Notify PSH service provider staff of unusual, erratic, or disruptive behavior it observes in tenants. It is understood that the Community Manager is not a health care provider or health care professional and has no diagnostic or health related skill set and shall not be held responsible for failing to observe or recognize behavior that might be deemed to be unusual, erratic, or disruptive.

D. Responsibilities of County

County agrees to and will:

1. Contract with or support a formalized partnership with a third party PSH service provider to ensure access to on-site services coordination and visiting services for PSH tenants to help tenants sustain their housing and improve their overall well-being.
2. Coordinate with PSH service provider to sustain and expand cost-effective services linked to permanent housing for eligible individuals.
3. Identify critical policy and program issues to facilitate integration of services linked to permanent housing for low-income households experiencing homelessness.
4. Coordinate and support access to payee services for PSH tenants and oversee coordination with providers of these services.
5. Assist, as needed, in the coordination of the Monthly Operations Meeting.

6. Ensure compliance with housing services regulations and coordinate data and evaluation outcomes activities as required by the funding and regulatory entities associated with oversight and support of the services.
7. Facilitate timely referral and placement process for the PSH funded units, making sure that the applicants meet the eligibility criteria for the Property; this includes initial rent-up as well as vacancies upon turn-over.
8. Attend meetings as required by this Agreement.
9. Facilitate transportation to off-site health services or other essential services for PSH tenants.

E. Relationship of the Parties

In no event shall this Agreement or the actions of the Parties hereto be construed to create a partnership, joint venture, or agency relationship between the Parties. Except as otherwise expressly provided herein, no Party to this Agreement has the authority or right to bind any other party and no party shall have or incur any liability for any act or omission of any other party. Each of the Parties will hire, train, supervise, direct the work of, pay, and discharge all their own employees or volunteers necessary for providing services in accordance with this Agreement. Each of the Parties shall comply with all applicable state and federal laws and regulations pertaining to employment of their own personnel. Each of Party is responsible for paying all Federal and State payroll contributions or taxes including withholding FICA, unemployment, unemployment insurance, workers compensation, old age retirement benefit, pension, annuities, disability, and every other tax now or hereafter imposed and will comply with all Federal and State laws on such subjects or other remunerations paid to their own employees on services provided under the terms of this Agreement.

ARTICLE VI INSURANCE & INDEMNITY

A. Indemnification by SC Cedar, Property Manager, and Resident Services of One Another and the County. SC Cedar, Property Manager, and Resident Services shall each indemnify and hold harmless one another and the County, and their affiliates, officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting each Party's performance under the terms of this Agreement, each Party's performance of any work or services required of that Party's under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

1. Injuries to or death of any person, including Parties' employees, officers, or agents;
2. Damage to any property of any kind whatsoever and to whomsoever belonging;
3. Any sanctions, penalties, or claims of damages resulting from a Party's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

4. Any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of an indemnified Party and/or its officers, agents, employees, or servants. However, a Party's duty to indemnify and save harmless a Party under this Section shall not apply to injuries or damage for which the indemnified Party has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty of a Party to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

B. Indemnification by County of SC Cedar, Property Manager, and/or Resident Services. County shall indemnify and hold harmless the other Parties, and each of their affiliates, officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description directly resulting from the delivery by the County or the County's subcontractor of those supportive services described in Article IV.D.1 to PSH tenants brought for, or on account of, any of the following:

1. Injuries to or death of any PSH tenant; and/or
2. Damage to any property of a PSH tenant.

C. Insurance

1. County Insurance. The County represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers officials, employees, agents, and volunteers acting within the course and scope of their respective duties and that its self-insurance covers the County's indemnification obligations under this Agreement.
2. Other Parties' Insurance. SC Cedar, Property Manager and Resident Services shall maintain a commercial general liability insurance policy with minimum coverage of \$1 million per occurrence and \$2 million general aggregate covering all employees, contractors and volunteers, as well as an umbrella liability insurance policy with minimum coverage of \$3 million; a commercial auto insurance policy with minimum coverage of \$1 million per occurrence on all owned, non-owned, and hired autos; and workers compensation insurance in compliance with Federal, state and local regulations. The County shall be named as additional insureds on the commercial general liability policies obtained and maintained by the SC Cedar, and Resident Services and shall provide County with proof of coverage.

ARTICLE VII

MISCELLANEOUS

- A. Term. This Agreement shall commence on the Effective Date and shall terminate on May 31, 2044, unless terminated earlier as provided below. The Parties may choose to extend the term of this Agreement upon mutual agreement prior to termination of this Agreement.
- B. Termination for Non-Allocation of Funds. The County's obligations under this Agreement are contingent upon the appropriation of funds by its Board of Supervisors. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the other Parties, may terminate this Agreement.

C. Default. Any one or more of the following acts, events, or omissions by or involving a Party to this Agreement shall be deemed a default under this Agreement by the defaulting party:

- i. Material breach of any term, provision, or obligation of this Agreement.
- ii. Failure to pay any fees, sums, costs, expenses damages owed pursuant to the terms of this Agreement.
- iii. Fraud, willful misconduct, gross negligence, or bad faith on the part of either party.
- iv. An act, error or omission by a Party or its officers, partners, members, directors, agents, or employees causing personal or property injury or damage to the tenants, the Property, Owner, to Property Manager and/or Resident Services.
- v. A petition in bankruptcy filed by a Party.
- vi. An assignment by a Party for the benefit of creditors (whether by common law assignment or pursuant to specific provisions of State or Federal law), or the seeking of relief under any of the chapters of the Federal Bankruptcy Act.
- vii. A petition in bankruptcy filed against a Party that is not dismissed within thirty (30) days of such filing.
- viii. Violation or disregard of any governing laws or ordinances.
- ix. Causing the Property Owner, Property Manager to become the subject of a lien or reasonable evidence indicating probable filing of a lien.
- x. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a default/breach of this Agreement and constitutes grounds for the termination of this Agreement.

D. Notice of Default. Upon the occurrence of a Default the non-defaulting Party, shall have the right, but not the obligation, to notify the defaulting Party of the Default. Such Notice of Default shall be in writing and served in accordance with the Notice provisions in Article VII.Q. Failure of a Party to object to a Default or to require compliance with this Agreement shall not constitute a waiver of any claim that party may have against the other.

E. Curable Default. For Defaults referred to in Article VII.B. i. iv, ix and x., the defaulting Party shall have a grace period of ten (10) calendar days in which to cure the Default after service of the written Notice of Default. Notwithstanding the foregoing, if a Default cannot be remedied within the ten (10) calendar day period, the defaulting Party is deemed to be in compliance with this provision if that Party has, in good faith, commenced to remedy the default within that ten (10) calendar day period and completes the cure within thirty (30) calendar days.

F. Remedies for Default. Should a defaulting Party fail to remedy a Curable Default within the permitted time, or should a defaulting party commit a non-curable Default, the non-defaulting Party may without liability or prejudice to any other right or remedy allowed under contract or law exercise any or all of the following non-exclusive remedies:

- i. Terminate this Agreement.

- ii. Terminate all or any portion of the defaulting party's right to proceed with all or any portion of the services at the Property.
 - iii. Contract with others for the completion of such services.
 - iv. Seek or obtain specific performance of an obligation under the Agreement.
 - v. Enact any or all of the above remedies or pursue any other remedy available at law or in equity against the defaulting Party, in the non-defaulting Party's sole discretion.
- G. Licensing. Each Party represents that it holds and shall maintain any required licenses, permits, or registrations and meets all the requirements of Federal, state, or local governments and agencies for the providing of the services. Each Party further warrants that it is authorized to do business in the State of California.
- H. Non-Assignment. No Party shall assign this Agreement without the prior written consent of the other Parties.
- I. Retention and Audit of Records. SC Cedar, Property Manager, and Resident Services shall retain records pertinent to this Agreement for a period of not less than five (5) years after the final payment made by County under this Agreement or until a final audit report is accepted by County, whichever occurs first. Owner, Property Manager, and Resident Services hereby agree to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment by County under this Agreement.
- J. Reporting. County may provide aggregate level data and information related to housing PSH-Eligible Households.
- K. Trainings. County will provide centralized trainings and resources related to supportive housing and housing PSH-Eligible Households as needed by the Parties. County will offer such training to SC Cedar and Property Manager prior to initial rent up, if needed.
- L. Dispute Resolution. In the event of any controversy or dispute related to or arising out of this Agreement, a Party shall notify the other Parties in writing. Within fifteen (15) calendar days of such notice, the Parties shall meet and confer in good faith to attempt to resolve the controversy or dispute without an adversarial proceeding. If the controversy or dispute is not resolved to the mutual satisfaction of the Parties at the initial meeting, the Parties will agree to meet and confer at least three (3) additional meetings within a forty-five (45) calendar day period for a minimum of one (1) hour at each meeting prior to taking any additional action against any Party.
- M. Presentation of Claims. Presentation and processing of any or all claims arising out of or related to this Contract against the County shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
- N. Nondiscrimination. The Parties agree that there shall be no discrimination by any Party of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry, or national origin in the operation of the Development or

the Project.

- O. Severability. In the event any provision of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality, and enforceability of the remainder of this Agreement.
- P. Amendments. This Agreement may be amended only in writing and authorized by the designated representatives of SC Cedar, Resident Services, Property Manager, and County. This Agreement may be changed from time to time by the Parties in writing and will be jointly reviewed no less than annually and modified if mutually agreed to by the Parties.
- Q. Notice. Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

County of Santa Cruz:

County Human Services Department – Housing for Health Division

1000 Emeline Avenue

Santa Cruz, CA 95060

Attention: Housing for Health Division Director

SC Cedar:

SC Cedar Street Apartments, LP

130 Fairfield Place

Moraga, CA 94556

Attention: Matt Tunney

Property Manager:

John Stewart Company, Inc.

104 Whispering Pines Drive, Suite 200

Scotts Valley, CA 95066

Attention: Maya Powis, Vice President

Resident Services:

Pacific Housing, Inc.

2115 J Street, Suite 201

Sacramento, CA 95816

Attention: Mat Eland, Chief Operating Officer

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

- R. Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterpart. Electronic counterparts are equally valid as duplicate counterparts.

- S. Non-Liability of County Officials, Employees and Agents. No member, official, employee or agent of the County shall be personally liable to SC Cedar, Property Manager, or Resident Services in the event of any default or breach by County.
- T. Venue and Choice of Law. Any arbitration, mediation, or litigation arising out of this Agreement shall occur only in Santa Cruz County, notwithstanding the fact that one of the contracting parties may reside outside of the Santa Cruz County. This Agreement shall be governed by, and interpreted in accordance with, California law.
- U. Integration. This Agreement, along with any attachments, is the full and complete integration of the Parties' agreement forming the basis for this Agreement. The Parties agree that this written Agreement supersedes any previous written or oral agreements between the Parties regarding the subject matter of this Agreement.

[Signature page follows.]

SIGNATURE PAGE**Memorandum of Understanding No. MOU-44-139**

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year first herein above written.

SC CEDAR:

SC CEDAR STREET APARTMENTS, LP
a California limited partnership

By: PacH Lancaster Holdings, LLC
a California limited liability company
Its: Managing General Partner

By: Pacific Housing Inc, LLC
a California limited liability company
Its: Manager

DocuSigned by:
Mark Wiese 3/27/2024
By: SEE F728A2F074A2...
Mark A. Wiese
President

By: SC Cedar Street Housing, LLC
a California limited liability company
Its: Administrative General Partner

By: Pacific Union Housing Group, LLC
a California limited liability company
Its: Manager

DocuSigned by:
Matt Tunney 3/27/2024
By: F260444187B04A9...
Matt Tunney
Manager

PROPERTY MANAGER:

John Stewart Company, Inc.
a California nonprofit public benefit corporation

By: Mari Tustin 4/1/24
Mari Tustin
Sr Vice President

COUNTY OF SANTA CRUZ:

DocuSigned by:
Randy Morris 4/3/2024
By: 01FBB7500084B1...
SIGNED

Randy Morris, Director

Human Services Department

APPROVED AS TO FORM:

DocuSigned by:
Arthur G Wille 4/3/2024
By: FD318C222C994D0...
Office of the County Counsel

APPROVED AS TO INSURANCE:

DocuSigned by:
Gina Borasi 4/3/2024
By: E4EAD0C5BA53B4DB...
Risk Management

RESIDENT SERVICES:

Pacific Housing, Inc.,
a California nonprofit public benefit corporation

By: Mat Eland 3-28-2024
Mat Eland
Chief Operating Officer

Exhibit A

PSH Eligible Households

Households referred to supportive housing units at the site must meet the eligibility criteria listed in *California Health and Safety Code Section 50675.14* (b)(2)(A) under “target population” as excerpted below:

(2)(A) “Target population” means persons, including persons with disabilities, and families who are “homeless,” as that term is defined by Section 11302 of Title 42 of the United States Code, or who are “homeless youth,” as that term is defined by paragraph (2) of subdivision (e) of Section 12957 of the Government Code.

Referred households must also meet the criteria outlined below for the specific available unit type:

(4) Two-bedroom Housing Authority of the County of Santa Cruz Project-Based Units

- Minimum household size = 2
- Maximum household size = 5
- Note: Approved household size must comply with Housing Authority Administrative Plan guidelines for household size
- Minimum annual household income = None
- Maximum annual household income = 30% of Area Median Income

(9) One-bedroom units *NOT subsidized by the Housing Authority of the County of Santa Cruz*

- Minimum household size = 1
- Maximum household size = 3
- Maximum annual household income = 30% of Area Median Income (AMI)
- Minimum monthly income = \$150 per month
- Maximum rent charged = 30% AMI Tax Credit Allocation Committee (TCAC) rents
- Minimum rent charged = 30% of certified income, minimum of \$50/month

Certificate Of Completion

Envelope Id: 0016B772EDCA4F4C800C3440CAF8B87B

Status: Completed

Subject: MOU-44-139 CEDAR ST PSH (H4H).pdf

Source Envelope:

Document Pages: 22

Signatures: 3

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Irene Romero-Reyes

701 Ocean Street

Santa Cruz, CA 95060

Irene.Romero-Reyes@santacruzcountyca.gov

IP Address: 63.194.190.100

Record Tracking

Status: Original

Holder: Irene Romero-Reyes

Location: DocuSign

4/3/2024 8:03:52 AM

Security Appliance Status: Connected

Irene.Romero-Reyes@santacruzcountyca.gov

Storage Appliance Status: Connected

Pool: FedRamp

Pool: County of Santa Cruz

Location: DocuSign

Signer Events

Arthur G Wille

arthur.wille@santacruzcountyca.gov

County of Santa Cruz

Assistant County Counsel

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



FD318C222C994D0...

Timestamp

Sent: 4/3/2024 8:06:00 AM

Viewed: 4/3/2024 12:13:34 PM

Signed: 4/3/2024 12:40:37 PM

Signature Adoption: Pre-selected Style

Using IP Address: 72.110.107.119

Electronic Record and Signature Disclosure:

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ID: 75e184ff-1329-42ce-a76e-302b25a0642b

Gina Borasi

Gina.Borasi@santacruzcountyca.gov

Associate Personnel Analyst - Risk Management

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Randy Morris

Randy.Morris@santacruzcountyca.gov

Director

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signed using mobile

Electronic Record and Signature Disclosure:

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	4/3/2024 2:57:19 PM
Signing Complete	Security Checked	4/3/2024 2:57:50 PM
Completed	Security Checked	4/3/2024 2:57:50 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Certificate Of Completion

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Status: Sent

Subject: MOU-44-139 Cedar Street PSH (H4H)

Source Envelope:

Document Pages: 22

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Irene Romero-Reyes

AutoNav: Enabled

701 Ocean Street

Envelopel Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Irene.Romero-Reyes@santacruzcountyca.gov

IP Address: 63.194.190.100

Record Tracking

Status: Original

Holder: Irene Romero-Reyes

Location: DocuSign

3/27/2024 9:13:56 AM

Irene.Romero-Reyes@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: DocuSign

Signer Events**Signature****Timestamp**

Mark Wiese

mwiese@pacifichousing.org

President

Security Level: Email, Account Authentication
(None)

DocuSigned by:

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Viewed: 3/27/2024 11:29:56 AM

Signed: 3/27/2024 11:30:27 AM

Signature Adoption: Pre-selected Style

Using IP Address: 66.60.191.138

Electronic Record and Signature Disclosure:

Accepted: 3/27/2024 11:29:56 AM

ID: 18a73c48-44d4-4365-ab80-3b058f0e7040

Matt Tunney

matt@pacunionpartners.com

Manager for SC Cedar Housing LLC

Security Level: Email, Account Authentication
(None)

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Signed: 3/27/2024 3:29:29 PM

Signature Adoption: Drawn on Device

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Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 3/27/2024 3:28:22 PM

ID: fd186f31-bd49-4e7e-9c40-202c8bbd4ed2

Mari Tustin

mtustin@jsco.net

Senior Vice President

John Stewart Company

Security Level: Email, Account Authentication
(None)

Sent: 3/27/2024 3:29:31 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mat Eland

meland@pacifichousing.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Arthur G Wille arthur.wille@santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/19/2024 1:21:39 PM ID: cc36ff13-7725-4c76-9065-30c62b733a5e		
Gina Borasi Gina.Borasi@santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/18/2023 9:38:58 AM ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6		
Randy Morris Randy.Morris@santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/1/2022 8:02:45 AM ID: c7362043-de18-4181-9754-5e8c969f03c1		
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/27/2024 10:42:00 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.